

**MCRT SOUTHWEST CONSTRUCTION LLC**

**SUBCONTRACT AGREEMENT**

**THIS SUBCONTRACT AGREEMENT**, made this **12** day of **January, 2026**, by and between **MCRT Southwest Construction LLC** ("Contractor"), whose address is 15210 North Scottsdale Road, Suite 210, Scottsdale AZ 85254 and **IDG/Innovative Development Group LLC DBA: Desert Services SWPPP Solutions, AZ ROC 319195.** ("Subcontractor"), whose address is **950 E Gilbert Dr, Tempe, AZ 85281.**

**WHEREAS**, Contractor and **Paradise Valley Apartment Holdings, LLC** ("Owner") have entered into a contract dated the **18<sup>th</sup>** day of **December, 2025** (the "Contract") for the construction of a project known as **Modera Paradise Valley** ("Project"), located at 4580 East Cactus Road, Phoenix, AZ 85032 in accordance with the Contract Documents identified therein, which Contract Documents are incorporated herein by reference and are deemed attached hereto and made a part hereof;

**WHEREAS**, the Contract Documents have been made available to Subcontractor and will continue to be made available for review during normal business hours at Contractor's office; and

**WHEREAS**, as further provided in this Subcontract Agreement, Subcontractor acknowledges that it has made such review of the Contract Documents as it considers necessary; and

**WHEREAS**, Contractor desires to subcontract certain work specified in the Contract Documents, and Subcontractor desires to perform said work at the prices and upon the terms and conditions set forth in this Subcontract Agreement (which Subcontract Agreement, for purposes of this Subcontract Agreement, is deemed to be one of the Contract Documents).

**NOW, THEREFORE**, in consideration of the mutual agreements set forth above and below, the parties do contract as follows:

**1. SCOPE OF WORK & INTENT OF THE CONTRACT DOCUMENTS**

1.1 **Scope of Work.** Subcontractor shall perform all work and furnish all services, labor, materials, equipment, scaffolding, hoisting, tools, supervision, supplies, freight, insurance, and all other things necessary for the construction and completion of the work described in Exhibit A-1 ("Subcontractor's Work"). Subcontractor shall perform the Subcontractor's Work in strict accordance with the plans and specifications identified on the Document List attached as Exhibit A-2 and the other Contract Documents and all federal, state and local laws, ordinances, rules, codes, regulations and requirements of all governmental and quasi-governmental authorities having jurisdiction over the Subcontractor's Work. Subcontractor's obligations shall include all work that is incidental to or reasonably inferable from the Subcontractor's Work described in Exhibit A-1, the Document List described in Exhibit A-2 and the other Contract Documents or that otherwise would normally be performed by the trades included in the Subcontractor's Work. Subcontractor shall secure all permits, licenses and approvals required for execution of the Subcontractor's Work and will pay all related fees, assessments, and charges; however, Subcontractor shall not be responsible for reporting or paying any Arizona or municipal sales, use, excise, transaction privilege, or similar taxes on Subcontractor's gross receipts from Subcontractor's Work.

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1.2 Intent of the Contract Documents. Supplementing the provisions of Section 13.2, the Contract Documents (inclusive of those identified in the Document List attached as Exhibit A-2) are intended to be complementary, and to include all of the work, labor, services and/or materials required for its proper execution and completion of the Subcontractor's Work. Any item of Subcontractor's Work referred to in the drawings but not listed in the specifications, or listed in the specifications and not shown on the drawings, shall be deemed to be included in both. Drawings and specifications show the scope or general nature of the Project in terms of the overall design concept and dimensions, as well as the types of the different systems. However, the drawings and specifications may not indicate all of the items and work required for the proper execution and completion of the Subcontractor's Work. In the event of any conflict or inconsistency between the terms of this Subcontract Agreement and the terms of the Contract, the terms of this Subcontract Agreement shall govern. In addition to assuming all obligations, risks and responsibilities set forth in this Subcontract Agreement, Subcontractor shall also assume all obligations, risks and responsibilities relating to Subcontractor's Work as Contractor has assumed towards Owner in the Contract and the other Contract Documents, including but not limited to responsibility for safety of the Subcontractor's Work that Contractor has assumed toward Owner in the Contract Documents. Subcontractor will include provisions similar to this Section 1.2 in all agreements with Sub-subcontractors.

## **2. SUBCONTRACT PRICE/SUBSURFACE CONDITIONS/NO DAMAGES FOR DELAY**

2.1 Subcontract Price. Contractor agrees to pay Subcontractor for the satisfactory performance of the Subcontractor's Work the total sum **Seventy-Five Thousand, Five Hundred and Fifty-Five Dollars and Zero Cents.** (**\$75,555.00**) ("Subcontract Price") in accordance with Article 4, subject to additions and deductions only by written change order approved by Contractor and issued under Article 7. The Subcontract Price includes all license and permit fees, certifications and any other costs related to the Subcontractor's Work. Subcontractor acknowledges that this Subcontract Agreement is not subject to Arizona state, county, or municipal transaction privilege taxes pursuant to A.R.S. § 42-5075(D), and that Subcontractor has received a fully-executed exemption certificate, attached to this Subcontract Agreement as Exhibit G. In the absence of a completed Schedule of Values attached to this Subcontract Agreement as Exhibit A-3, within 3 business days following award of this Subcontract Agreement, Subcontractor shall submit, for approval by Contractor, a trade payment breakdown indicating by item the values allocated to each portion of Subcontractor's Work, together with wage rate sheets, both in such form and detail as acceptable to Contractor (collectively, the "Schedule of Values"). Such attached or subsequently approved Schedule of Values shall be a condition precedent to and form the basis for making progress payments to Subcontractor. Contractor has the right to disapprove any Schedule of Values which is "front end loaded", or otherwise unacceptable to Contractor. Subcontractor shall submit any information requested by Contractor to evidence that Subcontractor is not front end loading its Schedule of Values. It is the intent of this Subcontract Agreement to provide for execution of the Subcontractor's Work on a "turn key" basis for the fixed amount provided in this Section, with no extra or other additional amounts, except as established by written change order issued in accordance with Article 7. Except to the extent of price increases or decreases approved by Contractor and arising out of changes in the Subcontractor's Work under Article 7, the Subcontract Price is firm, and it is not subject to increases or decreases, including, but not limited to, increases or decreases based on (1) changes in costs of labor, materials, equipment, supplies, or services, regardless of the reason, (2) unique aspects of, or changes in, local laws and requirements, regardless of when implemented, (3) site conditions (other

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than subsurface conditions recognized under Section 2.2), regardless of the type or nature of the conditions and regardless of whether the conditions were concealed or foreseeable, (4) weather conditions, except as provided under Section 5.5, (5) delays of any kind, including without limitation those under Section 2.3 and Section 5.5, and (6) sequencing of the Subcontractor's Work under Section 5.4.

**2.2     Subsurface Conditions.** Subcontractor assumes the risk of unforeseen, concealed or subsurface conditions, unless (1) those conditions differ materially from those indicated in the Contract Documents, (2) those conditions are not as ordinarily found to exist or inherent in construction activities of the character provided for in the Contract Documents, (3) Subcontractor could not have discovered such conditions through visual examination and investigation, and (4) Subcontractor has used commercially reasonable efforts to minimize all cost and schedule consequences. Any claim by Subcontractor for cost reimbursement or extensions of time shall be subject to the reasonable approval of Contractor and deemed granted only through the issuance of a written change order issued under Article 7.

**2.3     No Damage for Delay.** Subcontractor acknowledges that delays, disruptions, hindrances, errors in the Contract Documents, changes in the Subcontractor's Work or work of others, and other interferences may commonly arise in the construction process, and Subcontractor represents that it has included compensation for the cost and risk of these problems and resulting delays in the Subcontract Price. To the maximum extent allowed by the laws of the State in which the Project is located, (1) Subcontractor will not be entitled to additional compensation for any delay, disruption, hindrance, errors, changes or interferences in the Subcontractor's Work, regardless of cause, including but not limited to the COVID-19 pandemic and any government acts or orders intended to address the COVID-19 pandemic, and regardless of whether an extension of time is permitted under Section 5.5 or elsewhere in the Contract Documents; (2) Subcontractor specifically waives rights to claim additional compensation due to delay, disruption, hindrance, errors, changes or interference in the Subcontractor's Work, even if the same is caused by Contractor, Owner or another person for whom Contractor or Owner is responsible, including other subcontractors or other contractors of Owner; and (3) Subcontractor acknowledges that this Section applies to all bases for additional compensation, including, but not limited to, delays subject to Section 5.5, as well as claims for equitable adjustment, loss of productivity, home office overhead costs (including Eichleay formula costs), extended overhead, loss of profit, direct, indirect, consequential damages, or any other adjustment theories.

### **3.     BONDS AND INSURANCE**

#### **3.1     Bonds. (PLEASE CHECK ONE)**

.1  Immediately upon receipt of this Subcontract Agreement, Subcontractor shall, at its expense, furnish to Contractor performance and payment bonds, in the forms attached as Exhibit C and from a surety acceptable to Contractor, in the full amount of the Subcontract Price. *Please See Exhibit C for list of Subcontractor's responsibilities for payment and performance bonds.*

.2  No bond required. Section 3.1.1 is not applicable when this box is checked.

3.2 Insurance. The insurance for this Subcontract shall be based on an Owner Controlled Insurance Program for on-site Commercial General Liability and Excess Liability with Subcontractor provided insurance pursuant to Exhibit B and furnished as required under Article 17.

3.3 Contractor and Owner Not Responsible for Personal Property Loss. Neither Contractor nor Owner is responsible for any loss, theft or damage to equipment, tools or other personal property of Subcontractor, a Sub-subcontractor or any other person or entity retained by either of them, regardless of cause. Subcontractor shall insure against such loss, theft, or damage to the extent it deems appropriate, and Subcontractor shall require all Sub-subcontractors to obtain similar insurance if they deem it appropriate. All such insurance shall include, by endorsement or otherwise, waivers of subrogation benefitting Owner and Contractor. Subcontractor waives all claims against Owner and Contractor for any such loss, theft or damage, and Subcontractor shall obtain similar waivers from all Sub-subcontractors.

3.4 Waiver of Claims. Subcontractor waives all claims against Owner or Contractor for any loss, damage, claims, liability, costs or expenses (including but not limited to attorneys' fees and disbursements) arising out of or related to the Subcontractor's Work or the Project to the extent that the same is recovered under insurance coverage available to Owner, Contractor, Subcontractor or any Sub-subcontractor. Further, Subcontractor shall require similar waivers in all agreements with Sub-subcontractors. In addition, Subcontractor shall require its insurers to include in all insurance carried by Subcontractor (whether or not related to the Subcontractor's Work and regardless of whether in place during performance of the Subcontractor's Work or after the Subcontractor's Work's completion), by endorsement or otherwise, waivers of subrogation benefitting Owner and Contractor with respect to all loss, damage, claims, liability, costs or expenses to which this Section applies, and Subcontractor shall require that the Sub-subcontractors obtain similar waivers from their insurers.

3.5 Protection of Work. Subcontractor is solely responsible for protecting the Subcontractor's Work and, regardless of cause, neither Owner nor Contractor shall be responsible for any loss or damage to the Subcontractor's Work. This Section does not limit Subcontractor's rights against insurance proceeds received by Owner or Contractor as a result of loss of, or damage to, the Subcontractor's Work. The Subcontractor shall take reasonable measures and precautions to prevent mold from occurring on the Project site, including the proper sequencing and coordination of the Subcontractor's Work with the balance of the work comprising the Project, to the end of ensuring that the Subcontractor's Work is not exposed to unnecessary moisture or water, and maintaining the integrity of the building envelope of every building in the Project. Subcontractor shall promptly inform Contractor of any mold contamination or any conditions which may cause mold to form within the building, and promptly take necessary action to remedy the contamination or any conditions that might lead to contamination.

#### 4. PAYMENT

4.1 Progress Payments. Progress payments shall be due Subcontractor in the amount of 90% of the Subcontractor's Work in place that Contractor and Owner have approved; however, that the retention percentage shall, at the Contractor's and Owner's discretion, be an amount no less than 10% of the amounts due to Subcontractor until 50% of the Subcontractor's work is completed and, thereafter, an amount equal to 5% of the amounts due the Subcontractor. For the purpose of determining progress payments, the same shall be determined on the basis of the Schedule of Values

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attached as Exhibit A-3 and if not so attached, then on the basis of the Schedule of Values furnished by Subcontractor for Contractor's approval as required under Section 2.1. If Contractor disapproves of Subcontractor's Schedule of Values for any reason while the Subcontract Work is in progress, Contractor shall establish a reasonable trade payment breakdown and wage rate sheets, which shall serve as the basis for progress payments.

**4.2     Stored Materials.** Subcontractor may include in its applications for progress payments 90% of the value of stored materials which Contractor and Owner have approved; however, that the retention percentage shall, at the Contractor's and Owner's discretion, be an amount no less than 10% of the amounts due to Subcontractor until 50% of the Subcontractor's work is completed and, thereafter, an amount equal to 5% of the amounts due the Subcontractor, which are eligible for funding under Owner's financing arrangements with its lender or equity investors, and for which Owner has paid Contractor. Approval of payment for such stored items on site or off site shall be conditioned on submission by Subcontractor of evidence satisfactory to Contractor and Owner that (1) Owner has (or upon payment to Subcontractor will have) good title to the stored materials and all lien rights and claims of the supplier have been released or will be released upon payment with the advanced funds; (2) the stored materials are components in a form ready for incorporation into the Project and will be so incorporated within a period of 90 days; (3) the stored materials are satisfactorily stored on the Project site or at such other site as Owner and Contractor approves; (4) the stored materials are protected and insured against theft and damage in a manner and amount as required by Owner, Contractor, and Owner's lender or equity investors; (5) Subcontractor has satisfied any requirements of Owner's lender or equity investors to establish their security interest in the stored materials, and (6) if located off-site, the stored materials have been segregated and marked as owned by Contractor and/or Owner. Transfer of title to Owner referred to above shall not relieve Subcontractor from sole responsibility for the protection of such stored materials or the restoration of any damage to such materials, nor shall it constitute a waiver of Contractor's right to require fulfillment of all of the terms of this Subcontract Agreement and the Contract Documents. Subcontractor will bear the risk of loss, theft, damage, or destruction to stored materials.

**4.3     Time of Payment.** Subcontractor shall submit applications for progress payment via Textura-CPM payment management system to Contractor no later than the timeline specified by email from Textura-CPM payment management system on or about the 28<sup>th</sup> of each month for two full business days for the portion of the Subcontractor's Work performed through the end of the month and, to the extent allowed under Section 4.2, materials suitably stored. Applications for progress payment shall be accompanied by such supplier invoices, payroll summaries, petty cash accounts, receipts, lien and claim waivers, and other items as Contractor and/or Owner may request to satisfy their own requirements and the requirements of Owner's lenders or equity investors. Subcontractor must make applications for progress payment for a part of the Subcontractor's Work within 30 days after execution of such part of the Subcontractor's Work, and if Subcontractor fails to do so, neither Contractor nor Owner will be obligated to make payment for such part of the Subcontractor's Work. Subject to the requirements, conditions and limitations contained in this Subcontract Agreement (including but not limited to Section 4.4 below), Contractor will pay Subcontractor within the time period required by the Arizona prompt payment requirements after receipt of a timely application for progress payment properly submitted in accordance with the Contract Documents (and, as applicable, all lender and equity investor requirements).

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**4.4 Owner's Payment a Condition Precedent to Payment of Subcontractor.** To the maximum extent allowed by the laws of the State in which the Project is located and notwithstanding any provisions, inconsistencies or ambiguities in this Subcontract Agreement or in Contractor to the contrary, (1) Subcontractor's right to payment under this Subcontract Agreement shall be limited to payments from a fund that consists solely of the amounts Owner pays to Contractor on account of the Subcontractor's Work; (2) Subcontractor agrees to look for payment only from the amounts Owner pays to Contractor on account of Subcontractor's Work; (3) Subcontractor agrees that payment by Owner to Contractor on account of Subcontractor's Work is a CONDITION PRECEDENT to Contractor's obligation to pay Subcontractor under this Subcontract Agreement; (4) if Owner does not pay Contractor any part of the amounts that Contractor believes are due to Contractor under the Contract, then Contractor shall have no obligation to pay Subcontractor any such unpaid amount; and (6) Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract on account of Subcontractor's Work. Subcontractor expressly waives all right of action against Contractor unless and until monies are actually received by Contractor from the Owner.

**4.5 Failure of Subcontractor to Make Payment.** Subcontractor shall ensure that all of its Sub-subcontractors and other persons or entities retained by either of them are paid all amounts, including all applicable taxes and benefits, due in connection with the Subcontractor's Work. Contractor may withhold any progress payments until Subcontractor submits evidence satisfactory to Contractor that all amounts due any such persons or entities in connection with the Subcontractor's Work have been paid. Further, in its sole discretion, Contractor may pay any and all persons and entities that have not received payment due in connection with the Subcontractor's Work, whether or not a lien has been filed. If Contractor pays any such persons or entities hereunder, Subcontractor shall reimburse Contractor on demand for the full amount of such amounts paid, and Contractor may offset against amounts due Subcontractor any such amount that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor. Subcontractor shall also immediately reimburse Contractor for any amounts paid under Contractor's payment bond to the extent and for amounts for which Subcontractor is responsible, or any other Contractor payments relating to a failure of Subcontractor to make payment, and Subcontractor shall indemnify Contractor for any costs associated therewith and Contractor may offset against amounts due Subcontractor any such amount that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor. Subcontractor's applications for progress payment may not include requests for amounts due a Sub-subcontractor or other person or entity unless Subcontractor will pay such amounts to such Sub-subcontractor or other person or entity within 2 business days upon receipt of payment from Contractor.

**4.6 Partial Lien and Other Claims Waivers and Affidavits.** To the maximum extent allowed by the laws of the State in which the Project is located, (1) Subcontractor shall provide, in a form attached as Exhibit D-1, partial unconditional lien and other claims waivers and affidavits from Subcontractor and Sub-subcontractors for all prior payments to Subcontractor as part of each request for partial payment other than the initial request; and (2) if required to satisfy requirements of Owner, Owner's lender, or Owner's equity investors, then Subcontractor also shall provide, in a form supplied by Contractor, along with each application for progress payment submitted by Subcontractor, conditional lien, and other claims waivers and affidavits from Subcontractor and its Sub-subcontractors, for the amount requested in the application for progress payment.

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4.7 Payment Not Acceptance. Payment to Subcontractor is specifically agreed not to constitute or imply acceptance by Contractor or Owner of any portion of the Subcontractor's Work.

4.8 Review of Subcontractor's Work. Review or approval by or on behalf of Owner or Contractor of Subcontractor's Work, including but not limited to its means, methods, techniques, sequences, Sub-subcontractors, materials, recommendations, or any other products or services under this Subcontractor Agreement, shall not relieve Subcontractor of its sole liability for any losses, damages, expenses or delays resulting from or arising out of defects or deficiencies in the Subcontractor's Work, except where Owner or Contractor expressly directs such defective or deficient Subcontractor's Work, and Subcontractor files a written objection thereto.

4.9 Transfer of Title. The Subcontractor's Work shall become the property of Contractor or, if the Contract Documents so provide, the property of Owner when the related progress payment is received by Subcontractor or, if earlier, on the date of incorporation into the Project. This provision does not affect Subcontractor's sole responsibility and liability for the Subcontractor's Work.

4.10 Right to Withhold Payment. Contractor may withhold payment in whole, in part, or based on subsequently discovered evidence, may reduce payments otherwise due, to such extent as may be appropriate to protect Owner and Contractor from loss for which Subcontractor is responsible because of: (1) unsatisfactory job progress and/or any breach by Subcontractor in the performance of its obligations under this Subcontract Agreement, including failure to meet required construction schedules, failure to maintain required insurance, failure to make payments for applicable employment taxes, fringe benefits, pension obligations, union benefits and similar items, or failure to cooperate in coordination of the Subcontractor's Work with work and construction by others at the Project site; (2) defective portions of the Subcontractor's Work or materials not remedied or unauthorized deviations or substitutions; (3) disputed work or materials; (4) any third-party claim filed, or reasonable evidence that a claim will be filed, against the Project, the Project site, the Subcontractor's Work, or Owner or Contractor, unless security acceptable to Owner and Contractor is provided by Subcontractor or such claim is released; (5) failure to comply with material provisions of the Contract, including the failure of Subcontractor to make payments to Sub-subcontractors or other persons or entities for labor, materials, supplies or equipment from sums advanced pursuant to an application for progress payment; (6) damage to Owner or Contractor or another contractor, subcontractor, or material supplier of either of them, or to the work of any of them, for which Subcontractor is responsible under the terms of this Subcontract Agreement; (7) reasonable evidence that the Subcontractor's Work cannot be completed for the unpaid balance of the Subcontract Price; (8) reasonable evidence that the Subcontractor's Work will not be completed within the time allowed by this Subcontract Agreement, or that the unpaid balance of the Subcontract Price would not be adequate to cover actual or liquidated damages for the anticipated delay for which Subcontractor is responsible under the terms of this Subcontract Agreement; or (9) the Owner has withheld retention from the Contractor, in which case the amount of the retention withholding by the Contractor shall not exceed the actual amount of the retention retained by the Owner pertaining to the Subcontractor's work. Contractor also may offset against payments due to Subcontractor under this Subcontract Agreement any amounts owing by Subcontractor to Owner or Contractor, or to any affiliate of Owner or Contractor, whether arising in connection with the Project or other activities.

4.11 Final Payment. Final payment, subject to withholdings permitted hereunder, shall be made after: (1) the Subcontractor's Work has been completed and approved by Contractor and

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Owner; (2) Contractor has received evidence satisfactory to Contractor that Subcontractor has satisfied all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work; (3) the entirety of Subcontractor's Work is certified complete by the Owner; (4) Contractor has been paid in full for the entirety of Subcontractor's Work ; (5) Subcontractor has provided all operating instructions, maintenance manuals, drawings, submittals, warranties, guaranties, records, statements, record drawings, bonds and similar materials required by the Contract Documents for the Subcontractor's Work; (6) consent of surety to final payment, if any is required; (7) Contractor has received evidence of satisfactory completion of all inspections, sign-offs, testing and approvals of governmental and quasi-governmental authorities required for the Subcontractor's Work or required by suppliers in order to make effective or continue any warranty, bond or similar undertaking; (8) to the maximum extent permitted by the laws of the jurisdiction in which the Project is located, Subcontractor has submitted a final conditional waiver and release of liens and other claims, in the form attached as Exhibit D-2, executed by Subcontractor and by each Sub-subcontractor and any other person involved in the Subcontractor's Work, waiving all rights to mechanics' liens and other liens or claims in connection with the Subcontractor's Work and confirming that, upon receipt of the final payment, it will have received all amounts to which it is entitled in connection with the Subcontractor's Work, and a general release, executed by Subcontractor and by each such Sub-subcontractor and other person, for all things done or furnished in connection with the Subcontractor's Work, and for every act or omission relating to or arising out of the Subcontractor's Work; and (9) Subcontractor has satisfied any requirements of Owner's lender or equity investor for release of retainage or final payment. Acceptance of final payment by Subcontractor shall constitute a waiver by Subcontractor of all claims except those claims previously made in writing and that Contractor and Owner acknowledge in writing are unsettled at the time of final payment. Final payment shall not discharge Subcontractor from any obligation under this Subcontract Agreement. Upon receipt of final payment from Contractor, Subcontractor shall immediately submit a final unconditional waiver and release of liens in the form attached as Exhibit D-2, executed by Subcontractor and by each Sub-subcontractor and any other person involved in the Subcontractor's Work.

**4.12 Joint Checks/Direct Pay.** Contractor may, in its sole discretion, make any payment due under this Subcontract Agreement by direct payment or joint check to any Sub-subcontractor or other person or entity working by or through Subcontractor or any Sub-subcontractor. Any such payment shall be deducted from any amount otherwise due Subcontractor. Subcontractor shall promptly endorse any joint check issued by Contractor to ensure that the co-party to the check is promptly paid.

## **5. SCHEDULE OF WORK**

**5.1 Time of Performance.** Subcontractor will proceed with the Subcontractor's Work in a prompt and diligent manner and in such way as to meet the scheduling requirements of this Subcontract Agreement. Subcontractor shall in all events prosecute the Subcontractor's Work so that the Subcontractor's Work progresses in accordance with the schedules set by the Contract Documents, this Subcontract Agreement, and Subcontractor completes the Subcontractor's Work on or before the completion date established by the Contract Documents and this Subcontract Agreement. **TIME IS OF THE ESSENCE IN COMPLETION OF THE SUBCONTRACTOR'S WORK AND MAINTAINING SCHEDULES REQUIRED UNDER THIS SUBCONTRACT AGREEMENT.** Any failure by Subcontractor to man the job with adequate forces for 5 or more consecutive business days, or for

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more than 5 business days out of any 30-day period, shall, unless authorized by Contractor in writing, constitute a basis for termination of this Subcontract Agreement, effective upon notice from Contractor. Without intending to limit the foregoing, Subcontractor will not be considered to provide adequate staffing if Subcontractor fails within 48 hours to provide such additional manpower as Contractor identifies, by notice to Subcontractor, to be necessary in Contractor's judgment to maintain Subcontractor's schedule or Subcontractor thereafter fails to maintain forces at such levels. Subcontractor shall not be entitled to additional compensation for extra manpower ordered by Contractor to maintain Subcontractor's schedule.

**5.2     Subcontractor's Schedule.** Subcontractor shall accomplish Subcontractor's Work in strict accordance with Contractor's schedule as may be provided in Exhibit E or otherwise issued by Contractor. In addition, within 3 - 5 business days after the date of execution of this Subcontract Agreement, and at any time requested by Contractor, Subcontractor shall submit to Contractor, for its approval, a detailed progress schedule identifying the sequence, durations and number of activities for performance of the Subcontractor's Work, in a form acceptable to Contractor, which shall be consistent with Contractor's schedule, and comply with all scheduling requirements of the Contract Documents, this Subcontract Agreement, and Contractor's other work schedules and directions regarding schedule, which Contractor may issue from time to time. Contractor may, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in said schedule. Subcontractor shall be responsible for any additional costs (including but not limited to costs of standby trades or other subcontractors) if Subcontractor elects to work other than normal working hours, on Saturdays, Sundays or holidays, or if Subcontractor is required to work other than normal working hours, or on Saturdays, Sundays or holidays, due to Subcontractor's failure to maintain schedule.

**5.3     Subcontractor Delays.** If, in the opinion of Contractor, Subcontractor is behind schedule, Subcontractor shall, upon notice by Contractor, at Subcontractor's sole expense, employ appropriate action to overcome such schedule delays, including but not limited to, working overtime and adding multiple work shifts, manpower and equipment. If Subcontractor fails to take appropriate action, Contractor shall have the right to take whatever actions it deems appropriate to overcome such delays, including executing portions of the Subcontractor's Work with its own forces or hiring other subcontractors to execute all or part of the Subcontractor's Work, and Subcontractor shall be responsible for bearing all costs associated with such actions, as well as any costs incurred by Contractor, Owner, or other subcontractors, because of impact of Subcontractor's delays. Contractor may offset against amounts due Subcontractor any such amount that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor. Contractor will have no obligation to take action as contemplated by this Section. Action by Contractor pursuant to this Section, will not be deemed a cure of any default by Subcontractor or limit Contractor's rights (including any right of termination) in respect of any such default. Actions by Contractor pursuant to this Section will not limit Subcontractor's responsibility (including warranty responsibilities) for any of the Subcontractor's Work not performed by Contractor or separate subcontractors. Subcontractor will be responsible for coordinating the Subcontractor's Work with portions of the Subcontractor's Work performed by Contractor or separate subcontractors in accordance with this Section.

**5.4     Priority and Sequencing of Work.** Subcontractor acknowledges that the Subcontractor's Work: (1) will be performed concurrently with the work of other subcontractors and Owner's other contractors; (2) is dependent upon the progress of the work of Contractor's own forces, other subcontractors and Owner's other contractors; and (3) may not be performed in a continuous

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manner due to the activities of Contractor's own forces, other subcontractors and Owner's other contractors. Subcontractor represents that the Subcontract Price and its schedule fully account for the fact that Subcontractor will be working under the conditions described in the preceding sentence, and Subcontractor agrees that Subcontractor will be entitled to no additional compensation or other relief based upon such conditions. Subcontractor will coordinate the Subcontractor's Work, including but not limited to procurement, submittals, shop drawings, fabrications, equipment delivery, testing, inspections and installation, with the work of Contractor's own forces, other subcontractors and Owner's other contractors to prevent or mitigate delays or interferences in the completion of any part or all of the Project. Contractor shall have the right to decide the time, order, and priority in which various portions of the work (including the Subcontractor's Work) shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's Work.

5.5. Delays. If the Subcontractor's Work is delayed by any act, neglect or default of Owner or Contractor, or any other contractor or subcontractor employed by Owner or Contractor at the Project site, or by unusually severe weather, accidents, war, governmental action, fire, windstorm, impacts of the COVID-19 pandemic arising after execution of this Subcontract Agreement including but not limited to government acts or orders intended to address the COVID 19 pandemic (but not impacts arising prior to or existing as of the time of execution of this Subcontract Agreement), or other casualty or any other similar causes beyond the reasonable control of Subcontractor, or any of its Sub-subcontractors, and so long as (1) any such delay is not a result of acts, omissions or failure to act by Subcontractor or any Sub-subcontractor or other person or entity for whom either of them is responsible, (2) Subcontractor could not reasonably have been expected to anticipate the condition and (3) Subcontractor has used all reasonable efforts to mitigate such delay, then the time for Subcontractor's performance shall be extended for a period equal to the time lost in the performance of critical activities by reason of the aforesaid causes, provided a claim for an extension is presented by written notice to Contractor within 72 hours after the commencement of such delay. Time extensions shall only be granted with respect to delays which Subcontractor establishes make performance of any critical activities in the Subcontractor's Work unachievable, taking into account Subcontractor's obligations under this Subcontract Agreement, including but not limited to Subcontractor's obligations under this Section. Subcontractor shall anticipate and take into consideration foreseeable weather conditions at the site in organizing and scheduling its operations. If unusually severe weather conditions are the basis of a claim for additional time, such claim shall be documented by data available from the National Climatic Data Center, Phoenix, Arizona (<http://www.ncdc.noaa.gov/>) and the records of the Subcontractor at the Project, substantiating that weather conditions were abnormal for the applicable period of time and had an adverse effect on the scheduled construction. Unusually severe weather is defined as weather that is more severe than the adverse weather anticipated for the location of the Project and the applicable season or location involved. Foreseeable weather conditions shall be determined with reference to National Oceanic and Atmospheric Association historical records for a period of 10 years for the location of the Project. In no case will Subcontractor be entitled to extensions for delays arising out of any strike or other work stoppage or work slow-down (including employees striking or boycotting in sympathy or employees refusing to enter any secondary entrance), and it shall be Subcontractor's responsibility to promptly resolve the underlying employee demands or find other means to overcome the work-related action so that work continues. Subcontractor shall not be entitled to separate extensions of time for causes of delay that have a concurrent or interrelated effect on the progress of the Subcontractor's Work. If one of several causes of delay operating concurrently result from any fault, inaccuracy, error, act or omission of Subcontractor or others for whom it is responsible, Subcontractor shall receive no

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extension of time for such delay. In evaluating Subcontractor's entitlement to an extension of time, Owner and Contractor shall receive the benefit of float in any work duration or progress schedule.

## **6. SUBCONTRACTOR'S LIABILITY**

**6.1 Liability for Failure to Perform.** Subcontractor shall be liable to Contractor and Owner for all costs Contractor or Owner incurs as a result of Subcontractor's failure to perform this Subcontract Agreement in accordance with its terms. Subcontractor's failure to perform shall include the failure of the Sub-subcontractors, or others for whom Subcontractor or a Sub-subcontractor is responsible to perform. Subcontractor's liability shall include but not be limited to: (1) damages and other delay costs payable by Contractor to Owner, and other damages and other delay costs suffered by Owner; (2) Contractor's increased performance costs, including extended overhead, and other costs resulting from Subcontractor caused delays or failure to perform the Subcontractor's Work according to the Contract Documents; (3) warranty and rework costs; (4) liability to third parties, including other subcontractors of Contractor and separate contractors of Owner; (5) excess costs on re-procurement of a replacement subcontractor; and (6) attorneys' and experts' fees and related costs of resolving disputes (whether with Subcontractor or others) related to Subcontractor's performance. Rights under this Section are cumulative of rights and remedies under other provisions of this Subcontract Agreement.

**6.2 Use of Loaned Equipment.** If Subcontractor, any of its Sub-subcontractors, or any other person or entity retained by either of them, uses any machinery, equipment, tools, scaffolding, hoists, lifts, rigs, jigs, fixtures, or other similar items belonging to or under the control of Contractor, other contractors or subcontractors, Subcontractor must supply a competent person for operations, and Subcontractor assumes all risks of such use. Subcontractor shall indemnify, reimburse, defend and hold harmless Contractor for, from and against any loss or damage, including personal injury or death, which may arise from such use, except to the extent such loss or damage is due to the negligence of Contractor.

**6.3 Owner Damages.** If Owner recovers liquidated or other damages against Contractor, then Contractor may assess against the Subcontractor the portion of the Owner's recovery that represent the Subcontractor's share of the responsibility. Contractor may also recover against Subcontractor attorneys' fees, experts' fees and other costs Contractor incurred in defending against claims by Owner to the extent allocable to Subcontractor's performance.

**6.4 Coordination.** Subcontractor shall be responsible to Owner and Contractor for all damages, costs, fees, and expenses incurred by Owner, Contractor, other contractors, or subcontractors for the Project, due to delays caused by failure in performance (including failure to meet schedules set in accordance with this Subcontract Agreement) of Subcontractor, any Sub-subcontractor or others for whom Subcontractor or any Sub-subcontractor is responsible, or interference with the work of Owner, Contractor or other contractors, or subcontractors for the Project by Subcontractor, any of its Sub-subcontractors, or others for whom either is responsible. If any other subcontractor or contractor makes a claim against Owner or Contractor on account of any damage alleged to have been caused by Subcontractor or others for whom Subcontractor or any Sub-subcontractor is responsible, or Subcontractor or any of its Sub-subcontractors delays or hinders any such subcontractors or contractors, then in such event, Subcontractor shall defend such proceedings

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at Subcontractor's expense and shall pay any judgment or award against Owner or Contractor that arises therefrom.

## **7. CHANGES TO THE WORK**

**7.1 Changes.** Contractor may, at any time, either unilaterally or by direction of Owner, and without notice to sureties, make changes, additions and/or deletions in the Subcontractor's Work. Subcontractor shall perform the Subcontractor's Work, as changed, without delay or interruption. Subcontractor further understands that Contractor will be forwarding to Subcontractor changes that are being proposed by either Owner or Contractor, but which are not yet authorized by Contractor. Subcontractor shall not perform any proposed change unless and until it is given a written authorization from Contractor to do so. No change in the Subcontractor's Work (including any substitution) may be made by Subcontractor unless authorized in a written change order duly issued by Contractor. It is specifically understood and agreed that no additional or different services, costs, fees or contract time shall be allowed or compensated unless prior written approval is given by Contractor for the specific services, costs, fees and time at issue. Without limitation of such rule, no verbal authorization for a change will be effective under any circumstance. Subcontractor hereby waives any argument that Contractor's or Owner's conduct (including, but not limited to, orally approving changes or extras) amounts to a waiver of the written approval requirements of the Contract Documents.

**7.2 Owner-Related Changes.** If Owner issues a change or proposed change affecting the Subcontractor's Work, Subcontractor agrees, if directed by Contractor, to meet with Contractor and Owner to review and discuss such changes. Contractor has final authority to settle all requested Owner-related changes, whether or not Subcontractor is a party to any negotiations. Notwithstanding any other provisions in the Contract Documents to the contrary, Subcontractor agrees that its recovery for Owner-related changes shall be limited to the relief Contractor has recovered from Owner and that is fairly allocable to the Subcontractor's Work.

**7.3 Subcontractor's Duty to Notify; Conformation of Adjustments.** Subcontractor agrees to notify Contractor in writing, within 5 business days of its receipt of any change or proposed change, as to whether such change or proposed change will have a price, time, or other impact on Subcontractor, as well as the specific quantification of such impact. If Subcontractor fails to so notify Contractor for any change or proposed change, Contractor may at its sole discretion, reasonably estimate the impact of such change or proposed change, which shall be the relief due Subcontractor for such change. Subcontractor will not be entitled to an adjustment of either price or time for any change in the Subcontractor's Work that is ordered to clarify the intent of the Contract Documents or to supply details that are missing from the Contract Documents, so long as the change does not require rework of items previously completed by Subcontractor and does not require additional work not inferable from the Contract Documents. Any adjustment shall be documented by a written change order issued by Contractor, and Subcontractor will not be entitled to an adjustment for price, time or other impacts absent a written change order.

**7.4 Pricing.** Absent the written agreement by the parties to the contrary, adjustments to the Subcontract Price for changes in the Subcontractor's Work shall be determined on the basis of reasonable expenditures and savings in performing the Subcontractor's Work and attributable to the change, including, if applicable, a reasonable allowance for overhead and profit (including all field overhead, home office overhead and any other indirect costs associated with any change). The

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allowance for overhead and profit shall be limited to eight per cent (8%) for the cost of that portion of Subcontractor's Work performed directly by the labor forces of Subcontractor or any of its Sub-subcontractors. The allowance for overhead and profit shall be limited to four percent (4%) for the cost of that portion of the Subcontractor's Work supervised by Subcontractor or its Sub-subcontractors but not performed by their respective labor forces. Subcontractor shall keep and present an itemized accounting of costs claimed, along with supporting data as requested by Contractor to permit proper and full evaluation by Contractor and/or the Owner as to the accuracy and reasonableness of the costs claimed by Subcontractor. Costs for the purposes of this Article shall be limited to actual and reasonable (1) costs of labor, including wages, salaries, fringe benefits and related taxes and similar burdens, (2) costs of materials, supplies and equipment (including cost of transportation), whether incorporated or consumed, (3) rental costs of machinery and equipment (exclusive of hand tools), and (4) costs of premiums for all bonds, insurance, and permit fees related to the change in the Subcontractor's Work. When both additions and credits are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If a change lessens Subcontractor's burden, an appropriate deductive change order will be issued for an equitable downward adjustment of Subcontractor's overhead and profit.

## **8. INSPECTION, TESTING AND ACCEPTANCE**

8.1 Inspection of Work. Subcontractor shall provide appropriate facilities at all times required for inspection by Contractor, Owner, Architect, Owner's lenders and equity investors and governmental or quasi-governmental authorities (including building inspectors) of the Subcontractor's Work, whether at the Project site or at any place where the Subcontractor's Work may be in preparation, manufacture, storage, or installation. Coordination of inspections with governmental and quasi-governmental authorities, building inspectors, Architect, Owner's lenders and equity investors and/or the Owner's inspector is the responsibility of Subcontractor.

8.2 Testing. Subcontractor shall perform, or cause to be performed, all testing and re-testing associated with the Subcontractor's Work that may be required by the Contract Documents or by Contractor, Owner, Architect, Owner's lenders and equity investors and governmental and quasi-governmental authorities. Costs of testing and re-testing shall be paid by Subcontractor. All costs associated with correcting defective work, re-inspection of work, and delays associated with testing, correcting, re-inspection and re-testing shall be the responsibility of Subcontractor.

8.3 Correction of Defective Work. Subcontractor shall promptly replace or correct any of the Subcontractor's Work that Contractor or Owner rejects as failing to conform to the requirements of this Subcontract Agreement and the other Contract Documents. If Subcontractor does not do so within the time required by Contractor, Contractor shall have the right to do so, and Subcontractor shall be liable to Contractor for the cost thereof, including a reasonable allowance for overhead and profit for work executed by Contractor with its own forces or through others. Contractor may offset against amounts due Subcontractor any such amount that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor. If, in the opinion of Contractor, it is not expedient to correct or replace all or any part of the Subcontractor's Work that Contractor or Owner rejects, then Contractor, at its option, may deduct from the payments due, or to become due, to Subcontractor, such amounts as, in Contractor's judgment, represent the greater of (1) the difference between the fair value of the Subcontractor's Work that Contractor or Owner rejects and the value

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thereof, if Subcontractor had complied with this Subcontract Agreement and the Contract Documents, or (2) the cost of correction.

8.4 Remedy for Wrongful Rejection. Subcontractor's remedy for wrongful rejection of the Subcontractor's Work by Owner shall be limited to Contractor's remedy against Owner under the Contract Documents. Contractor shall be liable for any increased costs caused by its wrongful rejection of the Subcontractor's Work if the Owner was not involved in said rejection. In such case, Contractor's rejection shall be treated as a request for a change in the Subcontractor's Work, with Subcontractor's recovery, if any, to be as provided in Sections 7.3 and 7.4.

8.5 Acceptance. The Subcontractor's Work shall be subject to acceptance by Owner, Architect and Owner's lenders and equity investors according to the terms of the Contract Documents. However, unless otherwise agreed in writing, entrance and use by Owner or Contractor shall not constitute acceptance of the Subcontractor's Work.

## **9. SUBMITTALS; STATUS REPORTS; LAYOUT**

9.1 Submittals. Subcontractor shall timely prepare and submit to Contractor all shop drawings, manufacturers' literature, samples, material lists and other submittals as may be necessary to describe completely the details and performance of the Subcontractor's Work under the Contract Documents. Such submittals shall not be deemed Contract Documents and shall be made no later than 10 business days after the execution of this Subcontract Agreement. Any deviation from the Contract Documents (including, without limitation, differences or conflicts between the requirements of manufacturer's instructions or specifications and the Contract Documents) shall be clearly identified in the submittals, and so stated in writing in separate correspondence. Subcontractor also shall direct specific attention, on the resubmitted submittals and by separate writing, to revisions other than those requested by Contractor on resubmission of previous submittals. Subcontractor shall perform no portion of the Subcontractor's Work for which the Contract Documents require shop drawings, product data, samples or other submittals and/or review of shop drawings, product data, samples or other submittals until the respective submittal has been reviewed by Contractor and, where required, approved by the Architect. Subcontractor shall bear the risk of performing any of the Subcontractor's Work prior to its receipt of an approved submittal associated with such portion of the Subcontractor's Work. By submitting shop drawings, product data, samples, or other submittals, Subcontractor represents that Subcontractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Subcontractor's Work and of the Contract Documents. Subcontractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by approval of shop drawings, product data, samples or other submittals unless a change order has been issued under Section 7.4 authorizing the deviation. Subcontractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples, or other submittals by approval thereof. Approval of shop drawings, product data, samples, or other submittals shall not relieve the Subcontractor of its obligation to perform the Subcontractor's Work in strict accordance with the Contract Documents or of its responsibility for the proper patching and fitting of the Subcontractor's Work with contiguous work. If Owner, Contractor, or Architect shall return any submittal to Subcontractor for revision, Subcontractor shall bear any and all costs or expenses incurred by Owner, Contractor, or Architect in connection with subsequent review, and Subcontractor will not be entitled to claim that any delay occasioned by reason of any

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such additional review justifies an extension of time. If professional design services or certifications by a design professional are required, Subcontractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional.

9.2 Status. Subcontractor shall furnish required progress reports on the Subcontractor's Work daily, weekly, and monthly, as requested by Contractor, which reports shall include information on the status of materials and equipment, which may be in the course of preparation or manufacture or have been ordered from others.

9.3 Layout. Subcontractor will be fully responsible for any and all layout necessary for the Subcontractor's Work. Axis lines and benchmarks will be established by Contractor at each floor level, unless such lines and benchmarks are specifically required under this Subcontract Agreement as an obligation of Subcontractor.

## **10. CLEANUP AND PUNCH LIST**

10.1 Cleanup. Subcontractor shall, at its own expense, (1) on a daily basis, clean all areas in which Subcontractor is performing the Subcontractor's Work; (2) remove from the site or deposit in approved containers or locations on the site all rubbish and surplus materials that accumulate from the Subcontractor's Work; (3) clean and remove from the Subcontractor's Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete, or dirt resulting from performance of the Subcontractor's Work and repair all damage resulting therefrom; (4) at the completion of the Subcontractor's Work in each area, perform such cleaning as may be required to leave the area broom clean; and (5) remove all tools, equipment, scaffolds, work sheds and surplus materials from the interior and exterior of all work areas upon completion of the Subcontractor's Work. If Subcontractor fails to perform daily cleanup to Contractor's satisfaction, Contractor shall have the right to perform cleanup work and charge Subcontractor the cost of cleanup. The parties agree that such cost shall be, for each occurrence, the greater of 2.5 times the direct costs of cleanup or the lump sum of \$250.00, with such mark-up being intended to compensate Contractor for the administrative costs associated with such cleanup.

10.2 General Debris. General debris and/or rubbish will be cleaned up by Contractor as necessary in order to comply with applicable safety codes and good practice. The cost thereof shall be prorated and assessed monthly among Contractor's subcontractors on the basis of total man-days worked by a subcontractor compared to total Project man-days. This ratio will establish the basic percentage of responsibility for general cleanup costs. Contractor, in its sole discretion, may modify the basic percentage of responsibility to more accurately reflect field conditions of good clean up or poor clean up practices. Assessments for general cleanup costs may be deducted from any payment due Subcontractor.

10.3 Punch list. Subcontractor shall perform any and all punch list work within the time required by Contractor, and recognizes that time is of the essence in completion of such punch list work. If Subcontractor fails to complete all punch list items within the time required by Contractor, and fails to negotiate with Contractor a satisfactory alternate schedule for when they will be completed, then Contractor will have the absolute right, without further notice, to perform all incomplete portions of the Subcontractor's Work and hold Subcontractor responsible for all costs

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incurred. The parties agree that such cost shall be, for each occurrence, the greater of 2.5 times the direct costs of such work or the lump sum of \$250.00, with such mark-up being intended to compensate Contractor for the administrative costs associated with such work. Contractor may offset against amounts due Subcontractor any amount owed in accordance with this Section that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor.

## **11. LAWS, PERMITS, FEES, AND PATENTS**

11.1 Compliance. Subcontractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules, codes, regulations and requirements of all governmental and quasi-governmental authorities having jurisdiction over, and bearing on the performance of the Subcontractor's Work, including but not limited to tax laws (including providing documentation, as needed, for Contractor's compliance with Arizona and/or municipal sales, use, excise, transaction privilege, or gross receipts tax laws relating to Subcontractor's Work); social security acts; unemployment compensation acts; fair labor standards acts; minimum wage laws; fair housing standards; workers' compensation acts; civil rights acts; employment laws; labor laws; immigration laws; and occupational safety and health laws and regulations. Subcontractor shall secure and pay for all licenses, permits, and approvals and pay all governmental fees, and Subcontractor shall arrange for all governmental inspections necessary for the proper execution and completion of the Subcontractor's Work. Subcontractor shall be duly licensed to operate under the laws of the applicable jurisdictions. In the event of conflicting standards from any governmental authority having jurisdiction over the Project, Subcontractor shall be obligated to perform to the higher standard. Notwithstanding the foregoing, Subcontractor shall make a change in the Subcontractor's Work to accommodate requirements of laws, ordinances, rules, and regulations only if authorized by a change order issued in accordance with this Subcontract Agreement.

11.2 Waiver of Claim. Subcontractor waives any and all claims for additional compensation because of any increase in taxes (employment or otherwise), salary or wage related contributions, insurance premiums or other similar costs.

11.3 Patents and Royalties. Subcontractor agrees to pay all royalties and license fees owed by reason of performance of Subcontractor on the Project. In addition, and as provided in Article 18, Subcontractor shall indemnify, defend and hold harmless Owner and Contractor from, for and against any and all suits, demands or claims for infringement of any patent, trademark, copyright or similar rights except when a particular design, process or product is specified in the Contract Documents and Subcontractor has paid all royalties and license fees for use of the design, process or product as specified in the Contract Documents. If a design, process, or product is specified in the Contract Documents and Subcontractor has reason to believe it is an infringement of a patent, trademark, copyright or other property right, Subcontractor shall notify Contractor, Owner, and the Architect.

## **12. HEALTH AND SAFETY**

12.1 Responsibility of Subcontractor. Subcontractor accepts sole responsibility for providing a safe place of work for its employees and the employees of the Sub-subcontractors and others whom Subcontractor or its Sub-subcontractors may bring onto the Project site. Subcontractor shall include similar provisions for the benefit of Owner and Contractor in its agreements with all Sub-subcontractors. Subcontractor is also solely responsible for the safety of the general public and

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workers of others on or in the vicinity of the Project site with respect to the performance of Subcontractor's Work. Subcontractor agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Subcontractor's Work, including among others the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, including giving all notices and posting all warnings and other statements required thereby, and Subcontractor shall pay any fines or penalties imposed for violation thereof. Further, if incorporated herein as part of Exhibit A-1, Subcontractor agrees to comply with MCRT Southwest Construction LLC Infectious Disease Control and Reopening Plan. Compliance with MCRT Southwest Construction LLC Infectious Disease Control and Reopening Plan any and all other safety requirements relating to operations of Subcontractor or anyone directly or indirectly employed by Subcontractor shall be solely the responsibility of Subcontractor, and the exercise or failure to exercise supervisory authority by personnel of Owner or Contractor shall in no way shift from Subcontractor to Owner or Contractor any responsibility for compliance by Subcontractor or by anyone directly or indirectly employed by Subcontractor with any safety requirements.

**12.2 Stoppages Ordered by Contractor** When so ordered by Contractor, Subcontractor shall stop any part of the Subcontractor's Work that Contractor deems unsafe or that is being executed in an unsafe manner until corrective measures, satisfactory to Contractor, have been taken, and Subcontractor agrees that it shall not make any claim for damages or additional time growing out of such stoppages. Should Subcontractor neglect to take such corrective measures, Contractor may do so at the cost and expense of Subcontractor and may recover the cost thereof from Subcontractor. Contractor may offset against amounts due Subcontractor any such amount that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor. Failure on the part of Contractor to stop unsafe practices shall not be deemed an acceptance or acquiescence by Contractor of Subcontractor's means or methods of construction and shall in no way relieve Subcontractor of its responsibility. Contractor reserves the right to assess monetary fines for repeat occurrence of violations and will back charge against this Subcontract Agreement as listed:

- 2<sup>nd</sup> Notice: \$500.00 and stoppage of work, removal of crew until area is correct and mandatory training for workers by Subcontractor.
- 3<sup>rd</sup> Notice: \$1,000.00 and stoppage of work, and permanent removal of crew.
- 4<sup>th</sup> Notice: \$2,000.00 and potential termination of the Subcontract Agreement.

**12.3 Reporting**. Subcontractor shall promptly (and in all events within 48 hours) report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Subcontractor's Work, whether on or off the Project site, which caused death, personal injury or property damage, giving full details and statements of witness. If death or serious injuries or damages are caused, the accident shall be reported immediately by telephone, electronic mail marked "URGENT" or messenger to Contractor's authorized representative designated to receive notices under Article 25.

**12.4 Hazardous Materials**. Subcontractor shall not introduce to the Project site (whether for incorporation into the Project or use in Subcontractor's activities without incorporation into the Project) any hazardous material (including but not limited to asbestos or polychlorinated biphenyls (PCBs)) unless (1) the particular material is required by the Contract Documents or (2) Contractor has

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accepted the use of the particular material. If Subcontractor knows a particular material required by the Contract Documents to be a hazardous material, then unless the Contract Documents specifically identify the material as such, Subcontractor shall not proceed with use of such material until it has notified Contractor and Contractor has accepted the use of the particular material. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from any hazardous material (including but not limited to asbestos or PCBs encountered on the Project site by Subcontractor, Subcontractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to Contractor and Owner in writing, and work in the affected area shall be resumed only after written authorization from Contractor. Material safety data sheets (MSDS) pertaining to materials or substances used or consumed in the performance of the Subcontractor's Work shall be submitted to Contractor by Subcontractor not later than the time when the related material or substance is delivered to the Project site.

### **13. REPRESENTATIONS, INTERPRETATION, AND INVESTIGATION**

13.1 Representations and Investigation. Subcontractor represents that it is fully qualified to perform this Subcontract Agreement. Subcontractor acknowledges that prior to the execution of this Subcontract Agreement, it has: (1) by its own independent investigation ascertained the Subcontractor's Work required by this Subcontract Agreement, the site conditions and subsurface conditions involved in performing the Subcontractor's Work and the obligations of this Subcontract Agreement and the Contract Documents; (2) verified all information furnished by Contractor or others and satisfied itself as to the correctness and accuracy of that information; and (3) Subcontractor has examined all Contract Documents (including the drawings and specifications identified therein) and they are sufficient for their intended purposes and the Subcontractor's Work can be successfully executed in accordance therewith. Any failure by Subcontractor to independently investigate and become fully informed will not release Subcontractor from its responsibilities under this Subcontract Agreement.

13.2 Interpretation. Supplementing the provisions of Section 1.2, the provisions of this Subcontract Agreement, the Contract and the other Contract Documents are all intended to be read together and complement each other and shall, where possible, be thus interpreted. If, however, there is (1) a conflict or inconsistency between the terms of this Subcontract Agreement and the terms of the Contract, the terms of this Subcontract Agreement shall prevail, or (2) a conflict or inconsistency among the terms of this Subcontract Agreement and the terms of the other Contract Documents, the provisions imposing the higher standard or greater responsibility on Subcontractor shall prevail.

13.3 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the Contract Documents, the Subcontractor shall notify Contractor and identify the inconsistency or omission, in writing, within 3 working days of the Subcontractor's discovery thereof. Upon receipt of Subcontractor's notice, Contractor shall instruct the Subcontractor as to the measures to be taken, if any, and the Subcontractor shall comply with Contractor's instructions.

13.4 Field Measurements. Notwithstanding the dimensions given to the plans, specifications and other Contract Documents, it shall be the obligation and responsibility of the Subcontractor to take such measurements as will ensure the proper matching and fitting of the Subcontractor's Work.

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#### **14. TERMINATION FOR CONVENIENCE**

Contractor shall have the right to terminate this Subcontract Agreement for any reason, without cause and for its convenience. Upon receipt of written notice from Contractor of such termination, Subcontractor shall (1) cease operations as directed by Contractor in the notice, (2) take actions necessary, or that Contractor may direct, for the protection and preservation of the Subcontractor's Work and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders. If Contractor exercises its right to terminate Subcontractor for convenience at the direction of Owner, Subcontractor's payment rights shall be as provided in the Contract Documents if the Contract Documents make provision for the same and, in such cases, Subcontractor shall be limited to the amount actually received by Contractor from Owner in respect thereof. If Contractor exercises its right to terminate Subcontractor for convenience other than at Owner's request, or if Contractor terminates Subcontractor for convenience at the direction of Owner but the Contract Documents make no provision for Subcontractor's compensation as a result of the same, then Subcontractor's payment rights shall be limited to a prorated portion of the Subcontract Price for the portion of the Subcontractor's Work properly performed by Subcontractor, reduced by amounts previously paid by Contractor to Subcontractor and any amounts which Contractor may offset or withhold by the terms of this Subcontract Agreement. In no event shall Subcontractor ever be entitled to recover (1) profit or unabsorbed overhead in connection with the Subcontractor's Work not actually performed or future work; (2) amounts that would result in the Subcontractor receiving payments that it would not have been entitled to receive under this Subcontract Agreement if the Subcontractor was not terminated for convenience; or (3) amounts that would cause the total payments received by the Subcontractor to exceed the Subcontract Price (as adjusted pursuant to this Subcontract Agreement), prorated for portion of the Subcontractor's Work not completed. Subcontractor will include provisions similar to this Article in all agreements with Sub-subcontractors. If Contractor exercises its right to terminate Subcontractor for convenience, Subcontractor shall remain liable to the Contractor after the termination for liabilities that accrued prior to termination, including but not limited to defects and deficiencies in that portion of the Subcontractor's Work performed prior to termination.

#### **15. SUBCONTRACTOR'S FAILURE OR INABILITY TO PERFORM THE SUBCONTRACTOR'S WORK**

**15.1 Contractor's Rights if Subcontractor Fails or is Unable to Perform the Subcontractor's Work.** If Subcontractor shall at any time: (1) fail in any respect to prosecute the Subcontractor's Work according to the requirements of this Subcontract Agreement (including those related to schedule and manning of the Subcontractor's Work); (2) cause, by any action or omission, the stoppage or delay of, or interference with, the work of Contractor or of any other subcontractor or Owner's separate contractors; (3) make a false or misleading submission to Owner, Architect, Contractor or Owner's lenders or equity investors, including a false or misleading waiver of liens or other claims; (4) fail to make payments to its Sub-subcontractors or others for whom Subcontractor or its Sub-subcontractors are responsible; or (5) otherwise fails to comply with any provision of this Subcontract Agreement or the other Contract Documents, then Contractor may serve notice on Subcontractor and, if the condition specified in such notice shall not have been eliminated within 3 business days, or if the condition specified in such notice shall be a continuing pattern of nonperformance by Subcontractor (even if the specific condition cited is cured), Contractor may, at its option and without prejudice to

any other rights it may have under this Subcontract Agreement or by law or in equity, take any of the following actions:

- .1 without voiding the other provisions of this Subcontract Agreement and without notice to any surety, take such steps as are necessary to overcome the condition;
- .2 terminate the Subcontractor for default; or
- .3 seek specific performance of Subcontractor's obligations hereunder, it being agreed by Subcontractor that specific performance may be necessary to avoid irreparable harm to Contractor and/or Owner.

If Contractor takes any of the foregoing actions, or exercises any other right it may have under this Subcontract Agreement or by law or in equity as a result of Subcontractor's failure or inability to perform the Subcontractor's Work or to perform any other obligation, Subcontractor shall be liable to Contractor for all consequent cost, including Contractor's administrative costs, profit, interest, and reasonable attorneys' fees, and Contractor may recover those amounts from Subcontractor or Contractor may offset against amounts due Subcontractor any such amount that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor.

15.2 Demand for Assurances. In the event Contractor becomes concerned about Subcontractor's ability to continue performance, Contractor may demand adequate assurance from Subcontractor or its successors that Subcontractor has the means and ability to timely complete the Subcontractor's Work in accordance with the terms of this Subcontract Agreement and to pay all costs incurred in so doing. Failure to provide or fulfill such assurances within ten (10) days of receipt of the demand shall entitle Contractor to terminate Subcontractor for default pursuant to Section 15.1.

15.3 Contractor's Rights upon Termination for Default. In the event of termination for default under Section 15.1 or 15.2, Contractor may, at its option, (1) take possession, for the purpose of completing any work, of all Subcontractor's materials, machinery, tools and equipment to be incorporated into the Project ; (2) require Subcontractor to assign to Contractor any one or more, as Contractor designates, of contracts with Sub-subcontractors involving the Project and, if directed by Contractor, terminate any one or more of contracts with Sub-subcontractors that Contractor does not elect to accept; or (3) either itself or through others complete the Subcontractor's Work by whatever method Contractor may deem expedient. In the case of termination for default, Subcontractor shall not be entitled to receive any further payment until the Subcontractor's Work shall be fully completed and accepted by the Owner and Owner has made final payment to Contractor for the Subcontractor's Work. At such time, if the unpaid balance of the Subcontract Price (as adjusted pursuant to this Subcontract Agreement) exceeds the expense incurred by Contractor, including Contractor's administrative costs, profit, interest, and reasonable attorneys' fees and disbursements, such excess shall be paid by Contractor to Subcontractor. If such amount due Contractor exceeds such unpaid balance, then Subcontractor shall pay Contractor the difference.

15.4 Recourse against Contractor for Wrongful Termination. If Contractor wrongfully terminates Subcontractor, Contractor shall be liable to Subcontractor for the costs Contractor would

have paid if Contractor would have terminated Subcontractor for convenience in accordance with Article 14. Subcontractor's remedy as provided in this Section shall be exclusive.

15.5 Withholding. Nothing hereunder shall prevent Contractor from withholding monies from Subcontractor under other provisions of the Contract Documents.

15.6 Bankruptcy of Subcontractor. If Subcontractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate Subcontractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

.1 Subcontractor, its trustee or other successor, shall furnish, upon request of Contractor, adequate assurance of the ability of Subcontractor to perform all obligations under this Subcontract Agreement, which assurances shall be provided within 5 business days after receiving notice of the request; and

.2 Subcontractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of this Subcontract Agreement within 60 business days of the institution of the bankruptcy filing and shall diligently prosecute such action, to completion.

If Subcontractor fails to comply with its foregoing obligations, Contractor shall be entitled to request the bankruptcy court to reject this Subcontract Agreement, declare this Subcontract Agreement terminated and pursue any other recourse available to Contractor under this Article. The rights and remedies under Section 15.6 shall not be deemed to limit the ability of Contractor to seek any other rights and remedies provided by this Subcontract Agreement or by law or in equity, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Contractor to terminate the Subcontractor under any applicable provision of this Subcontract Agreement.

## 16. WARRANTY

16.1 Scope of Warranty. Subcontractor warrants to the Owner, Investor (as defined in the Contract), Contractor and the Architect that all materials and equipment furnished, unless specified otherwise, shall be new, of good quality, and that all labor performed shall be of good quality, free from faults and defects and in conformity with this Subcontract, shall be performed in a good and workmanlike manner, and in strict conformance with the Contract Documents and all applicable federal, state and local laws, ordinances, rules, codes, regulations and requirements of all governmental and quasi-governmental authorities having jurisdiction over the Subcontractor's Work. All of the Subcontractor's Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is a continuing obligation and shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. The Subcontractor's warranty shall be (1) directly enforceable by either the Contractor or Owner or the both of them; and (2) automatically assigned to Owner effective at the time of Substantial Completion of the Work (provided that Contractor shall continue to have rights to enforce the same to the extent relevant to Contractor's obligations under the Contract Documents or any other responsibilities of Contractor with respect to the Work).

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**16.2 Post-Completion Correction of the Subcontractor's Work.** Without limitation of Subcontractor's other obligations, if within 1 year after the date of Final Completion of the Work (as defined in the Contract), or during any longer period established by the terms of any special warranty required by the Contract Documents, any of the Subcontractor's Work is found to be not in strict accordance with the requirements of the Contract Documents or otherwise to be defective, Subcontractor shall commence to correct it within 48 hours after receipt of written notice from Owner, Contractor or the Architect to do so unless each of Owner and Contractor has previously given Subcontractor a written acceptance of such condition. If Subcontractor fails to commence to correct defective work within said 48 hours of receipt of written notice, or does not thereafter diligently pursue and complete such correction within a 10 day period, then Owner or Contractor may do so, and Subcontractor shall be liable to Owner or Contractor, as applicable, for the cost thereof, including a reasonable allowance for overhead and profit and compensation for architectural, engineering, legal and similar services made necessary by such failure. In such case Contractor may deduct all such costs from payments then or thereafter due Subcontractor. If payments then or thereafter due Subcontractor are not sufficient to cover such amounts, Subcontractor shall pay the difference to Contractor on demand. The period for correction of work shall be extended with respect to portions of the Subcontractor's Work that have been corrected until 1 year after completion of the corrective work performed by Subcontractor or expiration of the period otherwise applicable under this Section. Establishment of the period for correction of work as described in this Section relates only to the specific obligation of Subcontractor to execute corrective work, and it has no relationship to the time within which Subcontractor's obligation for compliance with this Subcontract Agreement may be enforced or the time within which proceedings may be commenced to establish Subcontractor's liability for obligations other than specifically to correct work.

**16.3 Warranty Provisions are Cumulative.** The warranties and undertakings in Sections 16.1 and 16.2 shall be in addition to all other rights and remedies under this Subcontract Agreement or any other Contract Document, under any other guaranties or warranties (whether express or implied), or available as a matter of law (whether by statute, common law, in equity or otherwise). The warranty-related provisions of this Subcontract Agreement are cumulative and specific remedies included in one provision do not limit Subcontractor's obligations under other provisions.

## **17. INSURANCE**

**17.1 Insurance Requirements.** Pursuant to Section 3.2, Owner has elected to implement an OCIP, which includes commercial general liability, excess liability and contractors pollution insurance policies for the Project, for Contractor, and eligible, enrolled Subcontractors, as well as Owner and other named and additional insureds under the policy. If Subcontractor is eligible, enrolled, and not excluded from the OCIP, prior to commencement of Subcontractor's Work, Subcontractor shall furnish the insurance coverages as set forth in Exhibits B-1 and B-2 and comply with the requirements, procedures and other terms and conditions as set forth in Exhibits B-1 and B-2. Subcontractor shall enroll in the OCIP, as set forth in Exhibits B-1 and B-2, unless Subcontractor is not eligible or excluded from the OCIP. Eligibility requirements and exclusions to the OCIP are contained in Exhibit B-2. If Subcontractor is not eligible or excluded from the OCIP, Subcontractor shall satisfy the requirements of Exhibit B-3 and furnish the required insurance for on-site and off-site operations, prior to commencement of Subcontractor's Work. Under no circumstances may Subcontractor begin Subcontractor's Work or enter the Project site until such required evidence of coverage has been received and is acceptable to Contractor. To the extent Subcontractor's Work involves the furnishing of professional services

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or certifications, Subcontractor shall also procure, furnish, and otherwise comply with the insurance requirements set forth, regardless of whether Subcontractor is enrolled in the OCIP.

17.2 Sub-subcontractor / Supplier Insurance Requirements. Subcontractor and its Sub-subcontractors shall incorporate the requirements of Exhibits B-1, B-2, & B-3, into their contracts with their respective sub-subcontractors (and to the extent applicable, the requirements set forth in Exhibit B-2). Failure on the part of Subcontractor or any of its Sub-subcontractors, at any tier, to comply with the provisions of this Section 17.2 shall be a material breach of this Subcontract Agreement and cause for termination for default under Article 15 of this Subcontract Agreement.

17.3 Subcontractor Default Insurance. Contractor has implemented a Subcontractor Default Insurance (SDI) Program. Contractor may, at its sole discretion, require Subcontractor to prequalify for the SDI Program. If required to do so, Subcontractor, at its own expense, shall prequalify for the SDI Program. If required to do so, Subcontractor shall complete and sign the form(s) attached hereto. If required to prequalify, Subcontractor shall cooperate with the SDI insurer and provide such information required to complete such processes.

## 18. INDEMNIFICATION

18.1 Subcontractor's Indemnity. To the maximum extent allowed by the laws of the State in which the Project is located, and except to the extent caused by the sole negligence of any person or entity seeking indemnity, Subcontractor shall indemnify, defend, reimburse, save and hold harmless Contractor, Owner (and, to the extent required under commitments made by Owner or Contractor, other persons to whom Owner or Contractor is liable), Architect and other design professionals, from, for and against all liability, damage, loss, claims, demands, actions, cost and expenses (including but not limited to attorneys' fees and disbursements) and fines, penalties and other assessments or exactions, which arise out of or are connected with, or are claimed to arise out of or be connected with:

(a) the performance of the Subcontractor's Work by Subcontractor or any of its Sub-subcontractors or anyone for whose acts either is liable, or any act or omission, breach of contract or warranty, or any other improper conduct of Subcontractor or any of its Sub-subcontractors or anyone for whose acts either are liable;

(b) any accident or occurrence which happens, or is alleged to have happened, in or about the place where the Subcontractor's Work is being performed or in the vicinity thereof while Subcontractor is performing the Subcontractor's Work, either directly or indirectly through a Sub-subcontractor or others for whose acts either is liable, or while any of Subcontractor's property, equipment or personnel are in or about such place or the vicinity thereof by reason of or as a result of the performance of the Subcontractor's Work;

(c) the use, misuse, erection, maintenance, operation or failure of any machinery or equipment (including scaffolds, derricks, ladders, hoists, rigs, jigs, fixtures, rigging supports, temporary support structures, etc.) whether or not such machinery or equipment was furnished, rented or loaned by another person (including Contractor, another subcontractor or a separate contractor of Owner) to Subcontractor; or

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(d) failure of Subcontractor or any Sub-subcontractor or others for whose acts either is responsible to comply with any applicable federal, state and local laws, ordinances, rules, codes, regulations and requirements of all governmental and quasi-governmental authorities having jurisdiction over the Subcontractor's Work.

Without limiting the generality of the foregoing clauses (18.1 (a) – (d)), such defense, reimbursement and indemnity includes all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or property loss (including but not limited to loss of use and physical damage to the Project itself), both economic and noneconomic damages, to Contractor or Owner, or to other subcontractors or separate contractors of Owner, to other persons to whom Contractor or Owner are liable, to Architect or other design professionals, or to the respective employees, agents, sub subcontractors, licensees or invitees of any of them, or to any other person, all regardless of whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability.

**18.2 Intellectual Property Indemnity.** In addition to Subcontractor's indemnification obligation under Section 18.1, Subcontractor's indemnification obligation shall include all liability, damage, loss, claims, demands and actions for trademark, copyright or patent infringement, unfair competition or infringement of any other so called "intangible" property rights, for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights, or from any failure of Subcontractor to discharge its duties specified in the Contract Documents. In the event that Subcontractor and one or more other subcontractors, or separate contractors of Owner, or other persons or entities are connected with an accident or occurrence covered by this indemnification, Subcontractor's responsibility shall be joint and several, and the ultimate responsibility among Subcontractor, other subcontractors, separate contractors of Owner or such other persons or entities shall be settled by separate proceedings and without jeopardy to Owner or Contractor.

**18.3 No Limitation on Indemnity Obligations.** Subcontractor's obligations under Article 18 shall not be limited to claims, losses, costs, expenses, liabilities, damages or injuries arising from third party claims, nor shall they be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefits acts. Subcontractor expressly waives any limitations of liability afforded under any such acts or laws. Subcontractor expressly understands and agrees that any performance bond or insurance protection required by any provision of this Subcontract Agreement, or otherwise provided by Subcontractor, shall in no way limit the responsibility to indemnify, defend, reimburse, save, and hold harmless Contractor, Owner, or others as herein provided.

**18.4 Indemnity Provisions are Cumulative and Construed Broadly.** The provisions of this Subcontract Agreement for indemnity, defense, reimbursement and related matters are cumulative, and Subcontractor's obligations under all such provisions shall be construed to be compatible and to protect Contractor, Owner and the other intended indemnities to the greatest extent possible under any reasonable interpretation of such provisions. To the extent any aspect of this Article is deemed unenforceable under the laws of the State in which Project is located, the parties agree that the remaining provisions will be given full force and effect and that the portion deemed unenforceable will be construed to provide the maximum level of indemnity, defense, reimbursement and related protections, consistent with the requirements of this Article, and as allowed by such law.

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18.5 Attorney Fees. Article 18 shall not be interpreted to permit the recovery by either party of attorneys' fees, disbursements, or other costs incurred to enforce the provisions of this Subcontract Agreement against each other. Such fees and costs have been waived pursuant to Section 23.7 "No Attorney Fees".

**19. LABOR**

19.1 Project Personnel and Superintendent. Subcontractor and the Sub-subcontractors shall not employ anyone in the Subcontractor's Work whose employment may be objected to by Contractor or Owner. Subcontractor shall employ at the jobsite a competent, English-speaking, full-time supervisor, satisfactory to Contractor, who will have full authority to act on Subcontractor's behalf. Supervisor also shall be fluent in the primary language of the workers employed by Subcontractor if other than English. Contractor shall have the right to require the Subcontractor to replace its supervisor or any other employee (in the case of the supervisor, subject to Contractor's approval of the replacement) if, in the opinion of Contractor or the Owner, such individual is objectionable for any reason.

19.2 Attendance at Meetings. A representative of Subcontractor with full authority to act on Subcontractor's behalf shall attend regular progress meetings as may be called by Contractor, Owner, or Architect.

19.3 Labor Harmony. Subcontractor acknowledges that it is the Contractor's and Owner's intent to perform the Work of the Contract on an open market basis and without regard to whether otherwise qualified subcontractors or sub-subcontractors are signatory to collective bargaining agreements. Therefore, Subcontractor acknowledges that there may be non-signatory or open shop subcontractors or sub-subcontractors on the Project. Further, Subcontractor fully understands and accepts its responsibility to work collaboratively, harmoniously and effectively with its fellow subcontractors and sub-subcontractors. The Subcontractor shall not allow work stoppages, demonstrations, pickets, hand billing, or other manifestations of labor unrest at or near the Project which interfere with work on the Project or with the Owner's, Contractor's, or any other parties' work on completed, or in-progress sections of the Project. The Subcontractor will take all measures necessary to insure labor peace and the timely completion of the Subcontractor's Work on the Project. The Subcontractor hereby represents that it has communicated these requirements to the leadership of any labor organizations with which it has collective bargaining agreements and has taken all steps which may be necessary to insure their understanding of, and cooperation with, the above requirements. The Subcontractor acknowledges that no change orders will be granted for claims of added costs due to labor related work disputes or the requirements of its collective bargaining agreements. Failure to abide by any of the terms set out in this Section shall constitute a material breach within the meaning, and subject to the provisions, of Section 15.1.

19.4 Equal Employment Opportunity. Subcontractor shall not discriminate against any employee or employment applicant because of race, sex, color, religion, creed, national origin, age, disability, or handicap, or on any other basis prohibited by federal, state, or local laws. Subcontractor shall allow access to its books, records, and accounts by representatives of Contractor and Owner for purposes of ascertaining compliance with the provisions of this Section. These requirements shall be in addition to any similar provision in the Contract Documents, all of which Subcontractor will satisfy

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to the extent applicable. If Subcontractor fails to comply with the non-discrimination provisions of this Subcontract Agreement or the other Contract Documents, Subcontractor may be terminated for default under Article 15 of this Subcontract Agreement.

19.5 Non-Solicitation/Non-Distribution. No employee may solicit other employees during his/her working time anywhere on or about the Project site. No employee may distribute any written materials in (a) working areas at any time or (b) non-work areas (restroom, hallway) during his/her working time without permission. Non-employees may not distribute materials or solicit employees on or about the Project site at any time.

19.6 Immigration Laws. Subcontractor shall comply with all requirements regarding immigration laws, statutes, rules, codes, orders, and regulations. Subcontractor accepts all responsibility and liability for verification and documentation of the legal status of all its employees. Subcontractor shall maintain, at all times during the term of the Contract Documents and for the time otherwise required by law, all records required by the United States Citizenship and Immigration Service ("USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Subcontractor's employees, and shall respond at all times during the term of the Contract Documents in a timely fashion to any inspection request related to such I-9 forms by Contractor, Owner, or any governmental agency or authority. Subcontractor shall ensure that the number listed on the I-9 form for each employee matches that employee's Social Security number. Contractor may, in its sole discretion, terminate this Subcontract Agreement if Subcontractor violates or is in breach of any provision of this Section, or the USCIS determines that Subcontractor has not complied with any of the immigration laws, statutes, rules, codes, or regulations of the United States or any applicable state laws or regulations, including without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and any successor statutes thereto.

## **20. ASSIGNMENT AND SUBCONTRACTING**

20.1 Prohibition of Assignment by Subcontractor. Subcontractor may not assign this Subcontract Agreement or any payment due hereunder without the written prior consent of Contractor, which consent may be withheld in the discretion of Contractor or conditioned on such considerations or changes in the terms of this Subcontract Agreement as Contractor considers appropriate.

20.2 Assignment by Contractor. Contractor shall have the right to assign this Subcontract Agreement or Contractor's rights under this Subcontract Agreement to any other person, including the Owner, a person who the Owner designates, any entity affiliated with or related to Contractor, or the Owner's lenders or equity investors. If Contractor exercises its right to assign, Subcontractor shall be fully obligated to the assignee to perform each and every obligation, whether express or implied, arising out of or related to this Subcontract Agreement, but the assignee will be obligated for Contractor's performance only to the extent that it specifically agrees. Contractor will be released from its obligations on an assignment only to the extent that the assignee agrees to perform those obligations.

20.3 Subcontractors. Subcontractor agrees that all of its Sub-subcontractors will be subject to all terms and conditions of this Subcontract Agreement and the other Contract Documents.

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Contractor's consent to any sub-subcontracting shall not be deemed to create any contractual relationship between Contractor and any Sub-subcontractor. Within 3 business days of the award of this Subcontract Agreement, Subcontractor shall provide to Contractor a complete list of all Sub-subcontractors that Subcontractor intends to engage for any part of the Subcontractor's Work. Subcontractor shall notify Contractor in writing of any changes in the Sub-subcontractors not less than 3 business days prior to such change, which notice shall specify the reasons for such proposed change. Subcontractor may not further subcontract any portion of the Subcontractor's Work without specific written approval of Contractor, which Contractor may condition on such requirements, terms and conditions as it considers proper. Subcontractor may not engage any Sub-subcontractor (including as a replacement for another Sub-subcontractor) to whom Contractor has a reasonable objection. Subcontractor shall be fully responsible for all the acts, omissions, and performance of the Sub-subcontractors and all persons directly or indirectly employed by any of the foregoing and for the Subcontractor's Work performed by any of the foregoing.

20.4 Assignment of Sub-subcontracts. Each contract with a Sub-subcontractor for a portion of the Subcontractor's Work is assigned by Subcontractor to Contractor (or, at Contractor's option, to Owner) provided that (1) assignment is effective only after termination of this Subcontract Agreement or final acceptance of the Subcontractor's Work, (2) assignment is effective only for those agreements which Contractor accepts by notifying the Sub-subcontractor and Subcontractor in writing, (3) assignment does not obligate Contractor or Owner for payment of any sum, or performance of any obligation, under the Sub-subcontract, except to the extent that Contractor or Owner, as applicable, requests additional work or supplies thereunder following the assignment, and (4) assignment is subject to the prior rights of the surety, if any, obligated under bond(s) relating to this Subcontract Agreement. Subcontractor shall take all actions requested by Owner or Contractor to confirm any assignment under this Section.

20.5 Responsibility for Sub-subcontractors. Subcontractor will be responsible to Contractor for all acts and omissions of Sub-subcontractors. For purposes of this Subcontract Agreement, (i) "Sub-subcontractor" will mean a person or entity that has a contract with the Subcontractor or another Sub-subcontractor to perform labor or services for all or a portion of Subcontractor's Work on or off the Project site, or to furnish materials or equipment incorporated into or used in performing Subcontractor's Work, and (ii) "Sub-subcontractors" will mean all Sub-subcontractors at any tier.

20.6 Rights of Subcontractors and Sub-subcontractors. Nothing contained in this Subcontract Agreement shall create a contractual relationship or cause of action in favor of (1) Subcontractor against Owner or any affiliate, member, partner, shareholder, officer or employee of Owner, (2) Sub-subcontractors against Owner or Contractor or any affiliate, member, partner, shareholder, officer or employee of either, or (3) any third party against Owner or Contractor or any affiliate, member, partner, shareholder, officer or employee of either.

20.7 Availability of Contract Documents to Proposed Sub-subcontractors. Subcontractor will make available copies of the Contract Documents to any persons it proposes to use as Sub-subcontractors.

## **21. EXAMINATION AND ACCEPTANCE OF CONTIGUOUS WORK**

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If the proper and accurate performance of the Subcontractor's Work depends upon the proper and accurate performance of other work not covered by this Subcontract Agreement, Subcontractor shall carefully: (1) examine such other work; (2) determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Subcontractor's Work; (3) use all means necessary to discover any defects in such other work; and (4) before proceeding with the Subcontractor's Work, report to Contractor promptly in writing any improper conditions and defects and allow Contractor a reasonable time to have such improper conditions and defects remedied if, in Contractor's sole discretion, correction is necessary. Subcontractor, by proceeding with the Subcontractor's Work, acknowledges that all other work is fit and proper to receive the Subcontractor's Work. If Contractor furnishes materials, machinery, equipment or other items to Subcontractor, Subcontractor shall be responsible to immediately notify Contractor, in writing, of any defects or nonconformity in the materials, machinery, equipment or other items so delivered, and failure to notify Contractor shall be deemed acceptance of the adequacy and condition of the materials, machinery, equipment or other items and their suitability for the use for which tendered.

## **22. LIENS**

If any person files any mechanics' lien or other form of lien or claim against the Project, Project site, Subcontractor's Work, or any part thereof, in connection with the Subcontractor's Work, Subcontractor shall cause such lien or claim to be satisfied, removed, or discharged at its own expense by bond, payment or otherwise within 5 business days from the date of the filing. If Subcontractor fails to do so, Contractor or Owner shall have the right to cause such liens or claims to be satisfied, removed or discharged by whatever means Contractor or Owner chooses, without responsibility for determining whether the lien or claim is valid, and Subcontractor will be responsible for all costs and expenses incurred by Contractor or Owner in so doing, including fees and disbursements of attorneys. Contractor may offset against amounts due Subcontractor any such amount that remains unpaid, whether or not demand for reimbursement has been made on Subcontractor. Pending removal of any such lien or claim, Contractor shall have the right to retain, out of any payment due or thereafter to become due, an amount sufficient, in Contractor's judgment, to protect Contractor and/or Owner against and from said lien or claim. Supplementing the indemnification provisions of Article 18, Subcontractor agrees to indemnify, defend, protect and hold harmless Contractor and Owner from, for and against any and all such liens and claims and from, for and against any and all loss, damages, liability, costs, and expenses, including fees and disbursements of attorneys, which Contractor or Owner may sustain or incur as a result thereof. Rights under this Article are in addition to any other rights available under this Subcontract Agreement or by statute or at law, including but not limited rights to terminate Subcontractor for default if Subcontractor fails to satisfy liens or lien claims as required hereby.

## **23. CLAIMS AND DISPUTE RESOLUTION**

**23.1 Notice and Waiver of Claims.** If Subcontractor has any claim for additional time or compensation, or for other costs, expenses, or damages against Contractor, Subcontractor must give Contractor written notice of such claim within 5 business days after the first event giving rise to the claim, or sooner to the extent required to allow Contractor to meet its notice obligations to the Owner under the Contract Documents. In order to constitute a valid notice, the notice must explain in detail the basis for the claim, including, but not limited to, the following:

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- (i) the projected impact to the contract time using the critical path scheduling method or other appropriate scheduling method;
- (ii) the projected impact on the Subcontract Price with a breakdown of all anticipated costs and fees;
- (iii) the reasons why the claim is allowable (i.e., not barred or waived) under the terms of this Subcontract Agreement, and the reasons why the claim was not – and could not have been – anticipated in the contract time set forth in the schedule or Subcontract Price;
- (iv) an explanation of other parties involved in creating the basis for the claim or who may also be affected by the basis for the claim; and
- (v) to the extent any of the above cannot then be provided, a full explanation of why the information cannot be provided and a specific date certain by which the information will be provided.

In addition, if directed by Contractor, Subcontractor shall, within 3 business days after receipt of Contractor's directive, certify the completeness and accuracy of its claim as a condition precedent to its consideration by Contractor or Owner. Failure to submit the written notice or certification as required above shall constitute a conclusive presumption that Subcontractor is not entitled to an adjustment in the contract time set forth in its schedule or Subcontract Price for the event or circumstance giving rise to the claim. Subcontractor's compliance with the requirements of this Section, within the time allowed by this provision, shall be a condition precedent to the right of Subcontractor to obtain an adjustment in the contract time set forth in its schedule or the Subcontract Price or other relief for any event or circumstance, regardless of the cause or the nature thereof, and it also shall be a condition precedent to any action by Subcontractor under Sections 23.2 through 23.5.

**23.2 Owner-Related Claims.** If Subcontractor submits a claim to Contractor arising out of or relating to issues that Contractor believes are caused by the Owner or are the contractual responsibility of the Owner ("Owner-Related Claims"), then Contractor agrees to present such claim to the Owner. Subcontractor recognizes and agrees that such Owner-Related Claims shall be submitted and resolved pursuant to the requirements of the Contract and that Subcontractor agrees to be bound by the resolution of all Owner-Related Claims that is reached under the Contract Documents, regardless of whether Subcontractor is allowed to participate in resolution of those Owner-Related Claims. Nothing herein shall require Contractor to submit or certify a claim of Subcontractor as an Owner-Related Claim when Contractor cannot do so in good faith. Subcontractor agrees to furnish all documents, statements, witnesses and other information required by Contractor for investigating and presenting Subcontractor's claims as Owner-Related Claims and to pay or reimburse Contractor for all expenses and costs, including Contractor's legal and expert fees, incurred in connection with Subcontractor's claims. If Contractor's claim submission to the Owner involves more than one subcontractor, Subcontractor agrees that it shall contribute a fair and proportionate share of the expenses and costs (including Contractor's attorney's fees and disbursements) of advancing the claims. Contractor has final authority to settle all Owner-Related Claims. Notwithstanding any other rights, including rights under other provisions of this Subcontract

Agreement or the other Contract Documents, Subcontractor agrees that its recovery for Owner-Related Claims shall be limited to the relief Contractor recovers from Owner.

**23.3 Claims Relating to Contractor.** For any claim, dispute, or controversy that is not an Owner-Related Claim, Subcontractor and Contractor will first attempt to resolve such claim, dispute, or controversy at the field level through direct discussions between the project management staff of Contractor and Subcontractor. If the dispute is not resolved through such discussions, then either party may exercise the dispute resolution rights provided below. As a precondition to initiating any action against Contractor or its bonding company, if any, Subcontractor agrees that it shall exhaust, through Contractor, the remedies available under the Contract Documents for Owner-Related Claims, including the initiation of litigation or arbitration (as applicable) against Owner through Contractor.

**23.4 Mediation.** Except as otherwise required for Owner-Related Claims, any claim, dispute or other matter in question arising out of or related to this Subcontract Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties cannot agree on selection of a mediator, either party may apply to the local state court to appoint the mediator. A request for mediation shall be made in writing, delivered to the other party to this Subcontract Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. Written and executed agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this Section 23.4, the method of binding dispute resolution shall, pursuant to Sections 23.5 and 23.6, be at the Contractor's sole option either (i) arbitration or (ii) litigation in a court of competent jurisdiction.

**23.5 Arbitration/Court Litigation.** Except as otherwise required for Owner-Related Claims, any claim, dispute or other matter in question arising out of or related to this Subject Agreement shall be decided before a single arbitrator by binding arbitration. The demand for arbitration shall be filed in writing with the other party to this Subcontract Agreement. The parties shall mutually select the arbitrator and the rules applicable to the arbitration process. If the parties cannot agree on the choice of an arbitrator and/or the applicable rules, the parties shall apply to the local state court to appoint the arbitrator and select the rules. The arbitrator is specifically empowered to award attorneys' fees, expert witnesses' fees and litigation costs to the extent allowed by contract or applicable laws. The arbitration may include, by consolidation or joinder or in any other manner, any additional persons or entities if (1) such persons or entities are materially involved in a common issue of law or fact in dispute and (2) such persons or entities are either contractually bound to arbitrate or otherwise consent to arbitration. If another involved person or entity will not consent to arbitration, Contractor, in Contractor's sole discretion, has the option to elect consolidated litigation in court by a bench trial to resolve the dispute. Each party waives its right to jury trial. However, if another involved party will not consent to a bench trial, Contractor, in its sole discretion, has the option to elect a consolidated jury trial. It is understood that the purpose of this Section 23.5 is to allow Contractor to determine the best means of achieving a reasonably consolidated proceeding (not necessarily a totally

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consolidated proceeding) that will minimize duplicative processes and minimize the risk of inconsistent results, in the following order of preference: (i) a consolidated arbitration of significant parties, if possible; (ii) alternatively, a consolidated bench trial of significant parties, if possible; or (iii) alternatively, and as a last resort, a consolidated jury trial of significant parties.

- .1     Demand. For period of limitations purposes, receipt of a written demand for arbitration by the person administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- .2     Enforcement of Arbitration Terms. The agreement to arbitrate and to consolidate arbitration in Section 23.5 shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- .3     Forum. Except as otherwise required for Owner-Related Claims, any mediation, arbitration or trial court suit or action arising out of or relating to this Subcontract Agreement shall be commenced and conducted in the place where the Project is located.
- .4     Award. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

23.6    Time Period for Claims. The demand for arbitration or the filing of a lawsuit shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable period of limitations. For all claims by Contractor against Subcontractor, the applicable period of limitations for filing claims shall not commence to run, and any alleged cause of action shall not be deemed to have accrued (whether such action involves negligence, strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory), unless and until the Contractor is fully aware of all three of the following: (1) the identity of the party(ies) responsible; (2) the magnitude of the damage or injury; and (3) the cause(s) of the damage or injury. Claims for indemnity shall not begin to run until Contractor has actually paid for the loss for which indemnity is claimed. The contractual limitations period and discovery rule provided herein applies in lieu of any otherwise applicable statute or related case law.

23.7    No Attorneys' Fees. The parties to this Subcontract Agreement expressly waive and release against each other any and all rights either has or may have to recover attorneys' fees and disbursements, expert fees and costs, or other costs of any kind incurred in connection with any and all disputes or claims of any kind arising out of the Project, including, but not limited to, any and all rights to recover such fees or costs granted by state or federal regulation, rule or statute, including, but not limited to, lien statutes. This waiver and release applies to any and all claims of any kind, regardless of legal or equitable theory, and applies to fees and costs incurred before, during or after any mediation, arbitration, trial, appeal, petition for review, or collection proceeding. Subcontractor shall include the same waiver and release in each of the Sub-subcontractor agreements on the Project, and will indemnify, defend, reimburse and hold Contractor and Owner and their respective affiliated

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persons and entities harmless from, for against any claims for fees or costs and against any damages resulting from the failure to do so. This Section shall not be interpreted to prohibit the recovery of attorneys' fees and disbursements (1) as default damages under Section 15.3; (2) as indemnity damages under Article 18; (3) as damages for legal costs incurred in connection with removal of liens under Article 22; or (4) as reimbursement for costs incurred by Contractor in the pursuit of Owner Related Claims under Section 23.2. If applicable law prevents either party's or both parties' full waiver of attorney fees as provided in this Section, then the information stated above shall be inapplicable and the prevailing party in any dispute shall be awarded their attorney fees and costs and expert fees and costs incurred pre-trial or arbitration, during trial or arbitration, upon any appeal, petition for reconsideration or petition for review, and upon any bankruptcy, insolvency or collection.

**23.8 Work Continuation.** If any claim, dispute or controversy arises between Contractor and Subcontractor (including but not limited to a dispute as to Subcontractor's right to be paid for any of Subcontractor's Work required by Contractor or any scope of work disputes), Subcontractor shall continue to prosecute the Subcontractor's Work diligently, without delay, and in accordance with the interpretation and direction of Contractor. Under no circumstances will Subcontractor have the right to stop any portion of the Subcontractor's Work as the result of a claim, dispute, or controversy. During the pendency of any such dispute, Subcontractor shall be entitled to receive payments from Contractor only on account of non-disputed items and payments on account of disputed items shall be deferred until the final resolution of the dispute.

#### **24. MISCELLANEOUS RIGHTS**

**24.1 Audit Rights.** Contractor shall have the right to require an audit of the Subcontractor's books and records at any time during construction or after final completion of the Subcontractor's Work in order to verify the actual cost of the Subcontractor's Work, or any change in the Subcontractor's Work. The audit shall be conducted by Contractor's personnel or by a representative of Contractor during normal business hours upon reasonable advance written notice to Subcontractor. Contractor shall have the right to reproduce the Subcontractor's books and records, which are the subject of the audit. This right to audit is in addition to any other audit rights of Contractor or Owner, which may exist under this Subcontract Agreement or the other Contract Documents.

**24.2 Ownership of Drawings, Etc.** The drawings, specifications and other related documents, including those in electronic form, furnished to Subcontractor are the property of Owner, Contractor, or the Architect. Subcontractor shall not own or claim a copyright in those drawings, specifications and other documents. Subcontractor may retain one record set of such drawings, specifications and other documents. All copies of those drawings, specifications and other documents, except Subcontractor's record set, shall be returned or suitably accounted for upon completion of the Subcontractor's Work. The drawings, specifications and other related documents provided to Subcontractor are for use solely with respect to the Project, and those drawings, specifications and other documents may not be used by Subcontractor on other projects or for additions to the Project outside the scope of the Subcontractor's Work. Subcontractor may use and reproduce drawings, specifications and other related documents only for use in the execution of the Subcontractor's Work. All copies of those drawings, specifications and other documents made under this authorization shall bear the statutory copyright notice, if any, shown on those drawings, specifications, and other documents.

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24.3 Ownership of Shop Drawings, Etc. All shop drawings, specifications and other design related documents (including those in electronic form) prepared by or for Subcontractor shall become the property of Contractor or, if otherwise provided in the Contract Documents, Owner. Subcontractor shall provide Owner, Architect, and Contractor with copies of all such shop drawings, specifications and other design related documents, and Owner, Architect, and Contractor may retain such materials upon completion of the Subcontractor's Work. Subcontractor hereby assigns to Contractor or, if otherwise provided in the Contract Documents, Owner all common law, statutory and other reserved rights, including the copyrights, in the shop drawings, specifications and other design related documents prepared by or for Subcontractor, and Subcontractor warrants that it will obtain from its employees and Sub-subcontractors such authorizations so as to pass to Contractor or, if otherwise provided in the Contract Documents, Owner any similar rights of such persons or entities. Subcontractor will execute such additional documents and take such additional action as Owner or Contractor may require to confirm the rights granted to Owner, Architect, and Contractor under this Section.

24.4 Lender Rights. To the maximum extent allowed by the laws of the State in which the Project is located, (1) Subcontractor hereby agrees that all lien rights that Subcontractor may acquire against the Project, the Project site or the Subcontractor's Work shall be subordinate to the liens of any mortgage, deed of trust or similar instrument securing financing for the Project; and (2) Subcontractor shall execute such further evidence of subordination to such instruments as Owner, Owner's lenders, Owner's equity investors or Contractor may require. Subcontractor shall execute such other agreements, consistent with customary terms, as may be required by Owner's lenders or equity investors or any person with whom Owner has contracted for sale of the Project, including agreements to continue performance for such persons or entities after a default so long as Subcontractor is paid amounts due for work executed at their request. If requested, Subcontractor will address any certifications required of it hereunder to other persons or entities as Owner or Contractor designates, including Owner's lenders or equity investors or any person with whom Owner has contracted for sale of the Project. To the maximum extent allowed by the laws of the State in which the Project is located, Subcontractor shall include in all contracts with Sub-subcontractors provisions that such party agrees to provide assurance similar to those given in this Section, including subordinate liens and lien claims to instruments securing financing for the Project.

## 25. NOTICE

All notices shall be in writing and addressed to the applicable party's authorized representative designated to receive notices at such party's address set out herein. Notices shall be (1) delivered personally; (2) sent by certified mail, return receipt requested; (3) sent by a recognized overnight mail or courier service with delivery receipt required; or (4) sent by facsimile transmission or electronic mail followed on the same day by a copy sent in the manner provided in any of (1), (2) or (3) above. Notice shall be considered effective as of the date received at the party's address or refusal of delivery at such address or, in all cases, upon actual receipt by the applicable party's authorized representative. A party may change its address for notices through a notice given in accordance with this provision.

## 26. ADVERTISING

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Subcontractor shall not place any signs, billboards or posters on any portion of the Project site or any building, property or fences (temporary or permanent), except upon prior written permission received from Contractor, and then only of a size, material, color and type and at a location approved by Contractor and consistent with requirements (including permit requirements) of applicable governmental or quasi-governmental authorities.

**27. SEVERABILITY**

If any term or provision of this Subcontract Agreement is determined to be invalid, in conflict with any law, void or otherwise unenforceable, and provided the terms and provisions of this Subcontract Agreement that are essential to the interests of Contractor and Subcontractor remain substantially in effect, the parties agree that the remaining provisions of this Contract will be given full force and effect and that the portion deemed invalid or unenforceable will be amended to the minimum extent necessary to become valid and enforceable. Any legal limitations now or hereafter existing that may affect the validity or enforceability of the obligations of this Contract are made part of the obligations of this Contract and shall operate to amend the obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.

**28. WAIVER; AMENDMENT**

The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or rights as respects further performance or other circumstance. This Subcontract Agreement and the obligations of the parties under this Subcontract Agreement may be amended, waived, and discharged only by an instrument in writing executed by the party against which enforcement of the amendment, waiver, or discharge is sought.

**29. COMPLETE AGREEMENT; INTERPRETATION**

This Subcontract Agreement represents the entire and integrated agreement between Contractor and Subcontractor and supersedes prior negotiations, representations, or agreements, either written or oral. This Subcontract Agreement, together with the other Contract Documents, set out the terms for execution of the Subcontractor's Work. No other agreements, representations, warranties, or other matters, oral or written, shall bind the parties. This Subcontract Agreement shall not be effective and binding until it has been executed by both parties hereto, and shall be dated for purposes hereof as of the date of execution by Contractor. This Subcontract Agreement shall be construed without regard to any presumption requiring construction against the party preparing this Subcontract Agreement or any of the provisions of this Subcontract Agreement. If any words or phrases shall have been stricken out or otherwise eliminated, whether or not other words or phrases have been added, this Subcontract Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Subcontract Agreement, and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. In this Subcontract Agreement, the word "party" means one of Contractor or Subcontractor unless another meaning is required by the context; the word "person" includes individuals, entities and governmental authorities; the words "governmental or quasi-governmental

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"authorities" is intended to be construed broadly and includes governmental agencies, instrumentalities, bodies, boards, departments and officers and individuals acting in any official capacity; and the word "laws" and other words connoting regulation by governmental or quasi-governmental authorities are intended to be construed broadly and includes all statutes, regulations, rulings and other official pronouncements of any governmental or quasi-governmental authority, all decrees, rulings, judgments, opinions, holdings and orders of a court, administrative body or arbitrator, and all permits, approvals and other authorizations issued by any governmental or quasi-governmental authority for the Project, the Subcontractor's Work or Contractor in connection with the Project.

**30. GOVERNING LAW**

This Subcontract Agreement shall be interpreted and enforced according to the laws of the State in which the Project is located.

**31. TITLES**

The titles given to the Articles and Sections of this Subcontract Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

**32. CALENDAR DAYS**

Unless otherwise specifically noted in this Subcontract Agreement or applicable Contract Documents, all references to the words "day" or "days" shall be deemed to mean business days.

**33. DEFINED TERMS**

In this Subcontract Agreement, defined terms have the respective meanings assigned in the Contract Documents unless a different meaning is provided in this Subcontract Agreement. Unless otherwise stated in the Contract Documents, words, which have well-known technical or construction industry meanings, are used in the Contract Documents in accordance with such recognized meanings.

**34. PERSONS BENEFITED**

34.1 Generally. The terms of this Subcontract Agreement are for the benefit of Contractor and Subcontractor, and, except as provided in this Article, no other person may rely on this Subcontract Agreement or performance in accordance with the terms of this Subcontract Agreement. Subcontractor is an independent contractor, and Subcontractor is not, and may not hold itself out as, an agent, employee, and partner or any other representative of Contractor or Owner, nor may Subcontractor commit Owner or Contractor to any obligation.

34.2 Owner's Rights. The Contractor and the Subcontractor hereby acknowledge and confirm that although there is no contractual relationship, either express or implied, between the Subcontractor and the Owner, and although the Owner is not a party to this Subcontract and has no liability or obligations under this Subcontract, (a) the Owner is an intended third-party beneficiary with respect to Subcontractor's obligations under this Subcontract, and (b) the contractual obligations of Subcontractor arising under this Subcontract shall be undertaken and performed in the interest of

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both the Contractor and the Owner and may be enforced directly by either or both of the Contractor and/or the Owner. Subcontractor agrees that Owner is entitled to the benefit of Subcontractor's undertakings (including its warranty obligations) under this Subcontract Agreement even though those undertakings may create rights against Subcontractor that are broader than Owner's rights against Contractor, and in no case will Owner's rights or remedies against Subcontractor be limited to the rights or remedies that Owner could enforce against Contractor. Without limitation, Subcontractor agrees that Owner's right and remedies will not be limited by the "economic loss" doctrine or any similar rule. Subcontractor will include provisions similar to this Section 34.2 in all agreements with Sub-subcontractors.

34.3 Affiliates. Any indemnity in this Subcontract Agreement in favor of a party also will benefit each affiliate of the party, each person who holds a direct or indirect ownership interest in such party or any of its affiliates and the respective officers, directors, managers, trustees, agents and employees of such party or affiliate or any such owner, and all such persons are third-party beneficiaries of such indemnity provision to the extent of their rights under such indemnity provision of this Subcontract Agreement. Any waiver of rights or claims (including requirements to provide waivers of rights of subrogation from insurers) that benefits a party also will benefit each affiliate of the party, each person who holds a direct or indirect ownership interest in such party or any of its affiliates and the respective officers, directors, managers, trustees, agents and employees of such party or affiliate or any such owner.

34.4 Successors and Assigns. This Subcontract Agreement will be binding upon and will inure to the benefit of the respective successors and permitted assigns of Contractor and Subcontractor.

**EXHIBITS**. The following exhibits are a part of this Subcontract Agreement and are hereby incorporated into this Subcontract Agreement by reference:

Exhibit A-1 – Subcontractor's Work  
Exhibit A-2 – Document List  
Exhibit A-3 – Schedule of Values  
Exhibit A-4 - Master Developer Rules and Regulations  
Exhibit B – Insurance Requirements  
Exhibit B-1 – Insurance Requirements for Parties Enrolled in Owner-Controlled Insurance Program  
Exhibit B-2 – OCIP Manual  
Exhibit B-3 – Insurance Requirements for Parties Not Enrolled in Owner-Controlled Insurance Program  
Exhibit C – Payment and Performance Bonds  
Exhibit D-1 – Interim Lien and Claim Waivers and Releases  
Exhibit D-2 – Final Lien and Claim Waivers and Releases  
Exhibit E – Project Schedule  
Exhibit F – Modifications to the Subcontract Agreement  
Exhibit G – Tax Exemption Certificate

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**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have hereunto executed this Subcontract Agreement, on the day and year above written.

Desert Services  
(Subcontractor)

BY:  
SIGNATURE

Kendra Ash  
PRINT NAME

Contract Manager  
TITLE

DATE

**MCRT Southwest Construction LLC**  
(Contractor)

BY:  
Ken Frank, Regional Vice President

DATE

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## Exhibit A-1

### Subcontractor's Work

Subcontractor shall provide all materials, labor, equipment, tools, licenses, and supervision necessary for the total completion of the **SWPPP** in accordance with the drawings, specifications, and addenda for said construction as prepared by CCBG Architects Inc., Kimley-Horn, Tadje Cohen Edelson Associates, CivitAZ Management Group, Peterson Associates Consulting Engineers Inc, Dig Studios, Ariel Fox Design, InfiniSys, Westside Acoustics, and First Step Services LLC as outlined in attached Exhibit A-2 (the "Specifications"), Speedie & Associates Geotechnical Report - Project #242551SA dated 02/14/2025, Speedie & Associates Phase 1 Environmental Site Assessment - Project #242551EA dated 06/22/2025, applicable City, State, and County codes, regulations and ordinances, applicable City, State, and County codes, regulations and ordinances. The following Divisions, Sections & Specifications also apply to this scope of work:

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

**DIVISION 01 – GENERAL REQUIREMENTS**

**DIVISION 02 – EXISTING CONDITIONS, as applicable**

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

Subcontractor agrees that this scope of work description is intended to be indicative of the work to be performed but is not intended to describe all work necessary for a complete job. Subcontractor further acknowledges that all plans, specifications, and drawings have been fully examined as well as a complete site inspection has been performed. Subcontractor understands and agrees that it is the responsibility of the Subcontractor to bring to the Owner and Contractor's attention any substantive work missing from this description. Subcontractor acknowledges and agrees that the word "provide" used herein and elsewhere in the Scope of Work shall mean "engineer, detail, purchase, fabricate, deliver and install a complete and functional system, in place for use.

### **SCOPE CLARIFICATIONS**

#### **GENERAL SCOPE ITEMS**

- A.** Subcontractor's schedule of values shall include costs for the following items, as applicable to the Work: mobilization, cleanup, punch-lists, demobilization, start-up and commissioning, operations and maintenance training, attic stock and close-out documents. Subcontractor understands that the costs mentioned above shall be individual line items.
- B.** This Subcontract includes all mobilizations necessary to complete the Work as defined in these documents.
- C.** Subcontractor shall proceed with time and material work only after receiving written authorization from Contractor. All time and material work tickets must be submitted to the Project Superintendent for signature on a daily basis. All tickets not turned in within three (3) days shall not be considered for payment.
- D.** Subcontractor confirms that the bid is per Plans & Specs.
- E.** Subcontractor confirms that all required insurance is included in the bid proposal in accordance with the insurance requirements set for the project. Pending confirmation 3M Umbrella  
is enough or exemption
- F.** Subcontractor acknowledges that there is no on-site parking during construction and this Bid includes any cost associated with the parking required for this subcontractor.
- G.** Subcontractor confirms understanding any special inspection programs and has included such impacts in this bid.
- H.** Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for

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## Exhibit A-1

## Subcontractor's Work

Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura-CPM™ payment management system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura-CPM™ payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value, with a minimum fee of \$50 and a maximum fee of \$2,500. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.

- I. Submit required documents necessary and pay all associated fees for the permits required to execute this Scope of Work. All trade permits are subcontractor's responsibility.

**GENERAL SWPPP ITEMS**

- A. Acknowledge SWM Plans for Modera Paradise Valley dated 8.27.2025.
- B. Subcontractor shall maintain a copy of the approved Grading and Drainage Plan, NOI, and Construction SWPPP on site at all times, and shall ensure all documents are current, accessible, and available for inspection upon request.
- C. Subcontractor shall notify the Planning & Development Department Civil/Site Inspection Group a minimum of 48 hours prior to commencement of any on-site or off-site construction activities.
- D. Subcontractor shall obtain and maintain a valid Dust Control Permit from the Maricopa County Air Quality Department and shall perform all dust-control measures required by the permit.
- E. Subcontractor shall perform visual stormwater inspections of the construction site at least once per calendar month and within 24 hours of any rainfall event greater than or equal to 0.5 inches, documenting all findings affecting BMP performance.
- F. Subcontractor shall prepare and submit written inspection reports that identify the condition of all BMPs, erosion concerns, and corrective actions, using the format prescribed by the governing authority (TRT Document #00318).
- G. ~~Subcontractor shall maintain all temporary and permanent stormwater facilities in satisfactory operational condition, ensuring all BMPs remain functional until completion of construction, permanent stabilization, or as otherwise required. Available on a time and materials (T&M) basis at additional cost.~~
- H. ~~Subcontractor shall amend, adjust, or repair the SWPPP BMPs as necessary during construction to correct deficiencies or address site conditions identified during inspections or rainfall events.~~
- I. Subcontractor shall file all required Stormwater documentation, ~~including the Notice of Termination (NOT)~~, upon completion of construction, installation of final landscape materials, and compliance with ADEQ Construction General Permit requirements (as applicable to Subcontractor's scope).
- J. Subcontractor shall maintain all stormwater-related records, including SWPPP documents, NOI/NOT, and inspection reports, for a minimum of three (3) years beyond permit expiration or termination, or as required by ADEQ.
- K. Subcontractor shall be responsible for the implementation, ~~maintenance, replacement, and upgrading~~ of all stormwater BMPs included in this scope, ~~and shall maintain all controls~~ until acceptance by the City's Civil/Site Inspector or governing agency.
- L. Subcontractor shall install and ~~maintain~~ all BMPs shown in the SWPPP in a manner that prevents sediment-laden runoff, drainage system impacts, and violations of applicable water quality standards.

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Contractors are required  
by law to maintain  
NOI/NDC/NOTs on their own.  
We are happy to provide  
direction and guidance.

T&amp;M

## Exhibit A-1

## Subcontractor's Work

- M. Subcontractor shall ensure all BMPs are installed and fully operational prior to commencement of any clearing, grubbing, grading, or land-disturbance activities.
- N. Subcontractor shall protect and preserve existing vegetation wherever possible for erosion control, removing vegetation only as necessary to perform contracted work.
- O. Subcontractor acknowledges that plan approval is valid for 12 months and shall comply with all requirements for extensions, reinstatements, or re-permitting, including any associated fees if delays are attributable to Subcontractor's operations.
- P. Subcontractor shall furnish and install a complete stormwater management system in accordance with Sheets SW1–SW9, ~~the ADEQ Construction General Permit (CGP)~~, and all applicable local jurisdictional requirements.  
Out of scope.
- Q. Subcontractor shall provide all labor, materials, equipment, tools, and incidentals necessary to install, ~~maintain, inspect, repair, and remove~~ all required Best Management Practices (BMPs) shown or reasonably implied in the Contract Documents. ~~T&M~~
- R. Subcontractor shall coordinate all stormwater activities with the General Contractor's designated SWPPP Administrator, including inspection schedules, reporting requirements, corrective action timelines, and documentation necessary for compliance.
- S. Subcontractor shall follow the sequencing requirements shown on Sheets SW1–SW2, which include: ~~Installing all BMPs prior to commencement of any grading operations; Maintaining BMPs throughout grading, utilities, and vertical construction; and Removing BMPs only after final stabilization is accepted by the governing jurisdiction and the General Contractor.~~ ~~T&M~~
- T. Subcontractor shall furnish all necessary materials, equipment, hardware, tools, services, drayage, permits, licenses, insurance, taxes, fees, facilities, fringe benefits, and supervision and perform all labor required for a complete SWPPP scope of work in accordance with the plans, specifications, and contract documents specified and implied and the codes and requirements of all applicable Federal, State, and Local governing agencies.
- U. Subcontractor shall procure permits for, install, monitor, and remove hydrant meters for temporary water to be used during construction.

**PROJECT SPECIFIC ITEMS**

- ~~**Maintenance**~~ We can suggest/offer guidance on corrective guidance and actions T&M
- a. Subcontractor shall provide ~~and maintain~~ all required dust control signage.
  - b. ~~Subcontractor shall provide maintenance of all structural BMPs in accordance with the specifications and details shown on Sheets 3–9.~~ T&M
  - c. ~~Subcontractor shall provide repairs or corrective actions within 24 hours of any observed deficiency.~~ T&M
  - d. ~~Subcontractor shall provide maintenance of all BMPs so they remain in fully operational condition at all times.~~ T&M

**Inspections**

- a. Subcontractor shall provide inspections of all BMPs biweekly and after any rainfall  $\geq 0.5$  inches in a 24-hour period. (up to the amount included in the contract)


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## Exhibit A-1

## Subcontractor's Work

- b. Subcontractor shall provide inspection of site disturbance conditions to ensure that no more than one-half (1/2) of the site is denuded at one time.
- c. Subcontractor shall provide inspection of all sediment traps for depth of sediment ~~and removal of sediment when accumulated material reduces trap capacity by 50%~~ T&M
- d. Subcontractor shall provide complete maintenance inspection reports after each required inspection & send report to project Superintendent.

**Responsibility & Reporting**

T&amp;M

- a. Subcontractor shall provide all documentation, logs, and inspection/maintenance reporting required for compliance with the SWPPP.
- b. Subcontractor shall provide communication to the General Contractor regarding needed repairs, changes, or deficiencies identified during inspections.

**Track Out Control Maintenance – Installation**

- a. Subcontractor shall provide inspection of ingress/egress track-out pads for off-site tracking of sediment, debris, or pollutants.
- ~~b. Subcontractor shall provide removal of any sediment, debris, or pollutants deposited on paved areas as soon as practicable.~~ T&M

**Plan Changes & Final Conditions**

- ~~a. Subcontractor shall provide implementation of any SWPPP modifications required as a result of inspections within seven (7) days.~~ T&M
- ~~b. Subcontractor shall provide full functionality of all BMPs until construction completion or permanent stabilization.~~ at time of install
- ~~c. Subcontractor shall provide repair or replacement of any ineffective or improperly installed BMPs within 24 hours and ensure final corrective action within seven (7) days.~~ T&M

**PERIMETER CONTROLS & CONSTRUCTION ACCESS****Stabilized Construction Entrance – EC-5**

T&amp;M

- A. Subcontractor shall furnish, install, ~~maintain, and remove~~ the stabilized construction entrance per Detail EC-5, including fabric, aggregate, grading, repair of rutting, replenishment of rock, and removal of tracked sediment, and shall fully remove and regrade the area at project closeout. INCLUDE 18 MONTHS OF RENTAL AND (3) TOTAL EC-5'S.

T&amp;M

**Silt Fence Filter Sock – SPC-5**

T&amp;M

- B. Subcontractor shall furnish, install, ~~maintain, and remove~~ filter sock for temporary construction fence for a total of 1,780LF of filter sock for construction site fence and for the laydown yard site fence. Fencing will be provided by others.

**~~Diversion Dikes or Berms – EC-4~~**

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## Exhibit A-1

### Subcontractor's Work

- ~~C. Subcontractor shall construct, maintain, and remove diversion dikes or berms per Detail EC-4, including compacted berm construction to direct runoff to sediment traps, reshaping and recompaction as necessary, and final removal or reggrading as required by the plans. Quantities as noted on plans.~~

Out of scope.

#### ~~SEDIMENT TRAPS / BASINS~~

##### ~~Sediment Traps – SPC-9~~

- A. Subcontractor shall construct sediment traps per Sheet SW2, including excavation, outlet structures, and rock protection, and shall maintain traps by removing sediment, repairing slopes, and keeping outlets clear throughout construction. Quantities as noted on plans. Inlet protection for onsite storm drains excluded and to be provided by storm sewer Contractor.
- B. Subcontractor shall fully dewater sediment traps at closeout, remove accumulated sediment, and restore slopes and surrounding surfaces in accordance with the final grading plan. Quantities as noted on plans.

Out of scope.

#### CURB INLET PROTECTION

##### Inlet Protection – SPC-07

T&M

- A. Subcontractor shall furnish, install, ~~maintain, and remove~~ curb inlet protection per Detail SPC-7, including curb socks or bags, ~~with maintenance during paving operations and removal following final stabilization.~~ Quantities as noted on plans. T&M
- B. Inlet protection for onsite storm drains excluded and to be provided by storm sewer Contractor.

#### WASTE, CHEMICAL, AND EQUIPMENT BMP'S

##### Spill Containment – GH-5

- A. Subcontractor shall furnish (2) spill containment kits per requirements in Detail GH-5.

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## Exhibit A-1

## Subcontractor's Work

**SUPPLEMENTAL INFORMATION**

- A. Subcontractor acknowledges receipt of and shall abide by all Master Developer Rules and Regulations as stipulated within Exhibit A-4. If Subcontractor fails to abide by any stipulations or cure any deficiencies, Contractor maintains the right to remove and or cure any deficiencies immediately upon written notice.
- B. GENERAL NOTES
1. GREEN BUILDING: The Project will be pursuing NGBS Silver certification. Subcontractor shall review their work and ensure compliance with design requirements. Subcontractor shall complete any paperwork and shall assist with casual labor and materials for any field testing as required for successful certification.
  2. FHA & ADA: Subcontractor shall ensure that all material, equipment, and installations shall conform to applicable FHA and ADA standards.
    - Subcontractor has 72-hours from issuance of Accessibility Consultant's report to review, respond, and begin execution of any deficiencies or alterations required to satisfy issue(s). Subcontractor agrees to work continuously on issues until completion. Contractor maintains the right to supplement Subcontractor immediately upon expiration of the issuance 72-hour notice to ensure timely completion of all corrections. Contractor maintains all rights to backcharge all costs including management costs for corrections if Subcontractor fails to respond and begin execution of corrections within this time frame.
  3. FIRE STOPPING, FIRE SAFING, DRAFT STOPPING: Subcontractor shall furnish and install approved fire safing, fire stopping and draft stopping of all their respective penetrations in accordance with the Contract Documents and/or as required by code. Subcontractor agrees to complete all fire stopping, fire safing, draft stopping, and fire caulking within 48 hours upon completion of the work associated with that penetration or element.
  4. SLEEVES AND PENETRATIONS: Subcontractor acknowledges and guarantees that all sleeves and penetrations through fire rated walls, ceilings, floors, shafts, and assemblies comply with required fire ratings, code, Authority Having Jurisdiction's requirements, and manufacturer's requirements.
  5. ROOF FLASHINGS: Roof flashing shall be provided by the Subcontractor for penetrations required for the Subcontractor's work and shall be fully compatible with the roofing systems. Installation shall be jointly coordinated with the roofing subcontractor(s). Subcontractor is responsible for installation and maintenance of temporary protections of any of their penetrations through the roof system(s) to ensure a weather tight system prior to final roofing system.
  6. SKIN FLASHINGS: Skin flashing shall be provided by the Subcontractor for penetrations required for the Subcontractor's work and shall be fully compatible with the weather barrier and skin systems. Installation shall be jointly coordinated with the appropriate subcontractor(s).
  7. SUPPORTS AND BACKING: Subcontractor shall furnish shop drawings, material and installation of all backing, support frames, hangers, embeds, braces and other assemblies or materials required to install Subcontractor's work. All supporting work shall be designed to withstand all forces imposed (including seismic forces), acoustic requirements, and ensures them to meet code and Authorities Having Juisdiction's requirements. Subcontractor is responsible to manage and pay all costs associated with any engineered

Sections 3-8 don't seem  
relevant to the scope.

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## Exhibit A-1

## Subcontractor's Work

and/or structural design of supporting their Work for review by the Architect or Engineer of Record.

- ~~8. CAULKING/SEALANTS: At all locations where caulking or sealants are specified, indicated, or normally installed as an industry standard, Subcontractor shall furnish and install such caulking or sealants unless specifically excluded from this subcontract. At locations where caulking or sealants are required at joints where materials of different subcontractors abut, the subcontractor installing the material or fixture last shall furnish and install caulking or sealants.~~
- 9. BARRICADING AND TRAFFIC CONTROL: Subcontractor is responsible to make provisions and receive Jurisdictional or Developer approval for sequencing and barricading of their Work. Subcontractor shall ensure for the complete safety of the public and all construction personnel and shall create a minimum of interference with the normal flow of pedestrians and vehicles either on or off the site. This shall include, among other things, flag persons and/or traffic plates across trenches to provide uninterrupted traffic flow. Subcontractor's proposed method of sequencing, staging, barricading, traffic control, etc., shall be submitted to and have prior approval of Contractor prior to submission to the Authority Having Jurisdiction if applicable. Subcontractor is solely responsible for maintenance of traffic and pedestrian control including at least daily inspection and repair. Subcontractor shall work with contractor to develop a mutually agreeable street use plan for the duration of subcontractors' work. Subcontractor is responsible for all traffic control, flagging, etc. related to deliveries on behalf of Subcontractor. Failure of Subcontractor to do so shall result in the Contractor performing the work at the sole expense of the Subcontractor. Subcontractor shall provide competent personnel properly trained in flagging control as required for its own work when traffic control is required outside of fenced area, as shown in Site Logistics Plan.
- 10. STORAGE AREAS: Subcontractor acknowledges that the site conditions are restrictive. Subcontractor is cognizant that any on-site fabrication, office, storage, or tool sheds will be allowed only by written authorization of the Contractor's Project Manager & Superintendent. Subcontractor is responsible to ensure that any storage areas are clean and organized daily (in Contractor's sole and reasonable discretion); ensuring no safety, fire, or accessibility risks exist. Failure to maintain clean and organized temporary office or storage areas daily will result in Contractor cleaning and back-charging costs. Subcontractor may have to move or relocate materials, storage areas, or temp office at Contractor's discretion at Subcontractor's sole expense. Contractor reserves the right to revoke Subcontractor's temporary office, storage, or laydown areas at any time at Contractor's sole discretion. Subcontractor has included within this Subcontract Agreement all delivery, man-power, equipment, and other costs associated with just-in-time deliveries if onsite storage is not available or allowed by Contractor.
- 11. PARKING: Subcontractor acknowledges that the site conditions are restrictive. Subcontractor acknowledges that on-site parking and immediate surrounding street parking will not be available. Subcontractor is responsible for obtaining offsite parking for its entire workforce. If onsite parking is allowed, Subcontractor is solely responsible for daily managing of the parking for their workforce including suppliers and lower-tier subcontractors. Contractor reserves the right to tow any vehicle at any time with no warning at Subcontractor's sole expense. Subcontractor shall ensure that any allowed parking areas are cleaned daily.
- 12. LAYOUT: Subcontractor is responsible for layout of their Work to ensure that their Work meets all Contract Documents, codes, Jurisdictional, and accessibility requirements. Subcontractor acknowledges their layout may require information from other Subcontractor(s) and is responsible for any required coordination. Contractor shall assist this Subcontractor in receiving any requested information within an appropriate timeframe from other Trade Partners or Designers; however, Contractor cannot guarantee the timing or accuracy of the information of other parties and this is not responsible for any damages. For any work that a Subcontractor is reliant to use Surveyor provided points or stakes, Subcontractor shall notify Contractor 72 hours prior to needing them and shall verify the Surveyor provided points or stakes align with Subcontractors Work per the Contract Documents prior to commencement. Subcontractor agrees to notify

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**Exhibit A-1****Subcontractor's Work**

Contractor in writing within 24 hours of any discrepancies, inconsistencies, incomplete staking, inaccurate, or busts. Contractor is not responsible for any damages or impacts to Subcontractor for any inaccurate, improper, or incomplete layout by Subcontractor. Contractor is not responsible for any damages or impacts to Subcontractor for any inaccurate, or incomplete layout completed by the Surveyor if notified after commencement of the Subcontractors Work.

13. **TEMPORARY POWER:** Temporary power for construction may not be available in the initial state of the project. Subcontractor is responsible for providing its own power up until the point in which the Power Utility Provider supplies temporary power to the Project. Any atypical (defined as in excess of 120v, 10amp, single phase) power is the responsibility of this Subcontractor unless specifically agreed by Contractor in writing.
14. **TEMPORARY LIGHTING:** Subcontractor shall provide and includes all maintenance of any additional lighting as needed (i.e. task lighting). Subcontractor shall ensure that task lighting is safe and not introducing any fire risks.
15. **TEMPORARY LIGHTING:** Contractor shall provide code minimum temporary lighting for safety and emergency egress. Subcontractor shall not remove, modify, or relocate temporary lighting without Contractor's written approval. If Subcontractor is required to remove, modify, or relocate temporary lighting for completion of their Work, this Subcontractor agrees to reattach temporary lighting as agreed upon in writing with Contractor and Electrician.
16. **WATER:** Contractor will provide temporary source of water within 100' of the building for use by all Subcontractors. Subcontractor is responsible to provide and maintain their own distribution of temporary water beyond this source. Subcontractor shall provide drinking water at the project site for Subcontractors employees.
17. **DUST CONTROL:** Subcontractor shall be responsible for all dust mitigation measures associated with their Work. If required, Subcontractor shall be registered with the local country of municipality.
18. **PHASED OCCUPANCY:** Subcontractor acknowledges the Project intends upon having multiple phased occupancy, pending Jurisdictional approval, and has included all man-power and coordination required to successfully complete their Work to align with this phased occupancy approach including any Contractor or Jurisdictional requirements. This shall include over-time, after-hours work if necessary.

**C. PLAN REVIEW / ORGANIZATION**

1. Subcontractor shall comply with all applicable codes, ordinances, plans, specifications manual and authorities having jurisdiction. All corrections that are required by the inspecting agency shall be the responsibility of this Subcontractor.
2. Subcontractor agrees that the word "provide" used here and elsewhere shall mean "engineer, detail, purchase, fabricate, deliver and stock and install a complete and functional system, in place and ready for use".
3. Subcontractor shall have a competent Superintendent and/or Foreman on the job supervising its work that has the authority to act for it in all matters regarding the subcontract. This individual must attend all weekly subcontractor meetings, preconstruction meeting(s), and inspections for their Work.
4. Subcontractor will be required to have their project superintendent or foreman submit a daily report to the Contractor's jobsite office outlining the work performed that day, the number of personnel on site and the number of hours worked any inspections and deliveries. Subcontractor may, at Contractor's discretion, accept submission of this information directly into Procore's Daily Report modular in lieu of writing daily report.
5. Subcontractor is responsible for posting as-built information on the jobsite as-built plan at least weekly, or

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## Exhibit A-1

### Subcontractor's Work

more often as directed by project superintendent.

6. Subcontractor shall direct all communications directly to Contractor. In no case shall communications be made directly to the Architect, Consultants, Engineers, Investors, Bank Representatives, Owners, Development, Master Developers, Property Management, etc unless specifically approved in writing by the Contractor. The Contractor will supply a Coordinator to work with Subcontractor and will produce a punch list per floor through the roof in a timely fashion.
7. Subcontractor shall review the plans for any discrepancies in the dimensions of interfacing materials, and bring to the attention of the Project Superintendent any variations from the design or conflicts in their elevation, dimension, or alignment that may be present. Failure to do so shall place the cost to adjust the framing and to return it to the designed configuration solely at the expense of the Subcontractor.
8. Subcontractor will also coordinate any conflicts with the other subcontractors during layout and placement and make Project Superintendent aware if conflicts arise.

#### D. PERMITS / CONTRACTS

permits + fees provided per SOV in Exhibit A-4

1. Subcontractor shall include all costs of all permits, fees, and licenses (other than general building permit). This Subcontractor requirement specifically includes any specific trade or system permits including but not limited to specialty systems, Fire series, Jurisdictional, and traffic control permits. Contractor via the Owner shall only supply the Building Permit.
2. Subcontractor understands that the schedule for this work is critical. Subcontractor shall coordinate all activities and installation and furnish all manpower and materials with the project supervision as required to achieve completion dates required by the Project Schedule, see Exhibit E. Contractor maintains the right to modify timing and sequencing of the Work at their sole discretion. Within one (1) week of execution of this Subcontract Agreement, Subcontractor shall provide a detailed, trade specific plan and schedule for their Work, including all critical work, work required from other subcontractors prior to commencement by this Subcontractor, required man-power, items, required materials including their lead times and availability, delivery plans, and areas sequencing. Contractor shall review the Subcontractor's trade specific to confirm conformance to the Project Schedule.
3. Subcontractor acknowledges that the work shall be phased/sequenced in accordance with the Project Schedule, Exhibit E. Contractor does not commit to the Subcontractor that their Work will progress in the most efficient manner for the Subcontractor. If requested by the Contractor, Subcontractor shall provide assistance in updating the Project Schedule and or Look-Ahead Schedule(s) in the best interest of the Owner and Contractor.
4. Subcontractor shall within two (2) weeks of execution of this Subcontract, provide complete and Contract Document compliant submittals, shop drawings, and documents for materials included in this Subcontract as required for Contractors review and approval and for coordination of this work with other trades. Subcontractor shall field verify all items included in this Subcontract prior to purchase, fabrication and installation, unless Contractor's Vice President or Project Executive agrees in writing to any change.
  - a. Shop drawings, product data, certificates, and other printed material shall be submitted in electronic portable documentation (PDF). Files smaller than 5 MB may be submitted via e-mail. Large electronic files may require delivery via dropbox or FTP service.
  - b. Samples shall be submitted in the quantity required by the applicable specification section, or as coordinated with the Contractor if no quantity is specified.
5. Subcontractor shall release and provide proof in writing with supplier backup of release to Contractor within two (2) business days of issuance of approved submittals and/or samples of return and direction from Contractor.

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## Exhibit A-1

### Subcontractor's Work

6. Subcontractor is required to proactively manage the materials needed for their Work to ensure they are available as per the Project Schedule and Look-Ahead Schedules.
7. Subcontractor understands that it is intended that, except as specifically provided herein, there shall be no change orders for any work or features that could be reasonably inferred to be required from the Contract Documents.
8. BILLING FORMAT: Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Oracle Textura Payment Management (TPM) system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of TPM. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$5,000. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.
9. Any billings that include amounts for materials stored off-site must include an itemized description of the material, documentation showing ownership of the material, insurance certificates, showing coverage for where the materials are stored and any other documentation as may be required for the Contractor and/or Lender. A visual inspection of the materials by the Contractor or Lender will be required.
  - a. A request to bill for stored materials must be submitted to the Contractor at least 30 days prior to the expected billing date. The request must identify the location for the stored materials.
  - b. An insurance certificate for the full value of the stored materials must be submitted with each request.
  - c. The request must include an invoice that reflects receipt of the materials value that at least meets the amount being requested.
  - d. The materials billed must be separated, and labeled, to distinguish them from the balance of the stock in the warehouse location. Location and labels must allow easy verification by the Owner's and/or Lender's inspectors.
  - e. Such request for payment for stored materials is subject to Lender approval. Once an approval is received, an invoice may be submitted to the Contractor for consideration.

#### E. COORDINATION

1. Subcontractor shall examine all supporting, attaching, abutting, and adjacent surfaces and report any defects or conflicts with the Contract Documents or manufacturer requirements to the Contractor in writing prior to installing any material or commencing their Work. This Subcontractors' installation of any material over preceding trade partners work, constitutes the Subcontractor's complete acceptance of all sub-straight as acceptable and compatible with the Work under this Subcontract Agreement. Any deficiencies identified prior to commencement of this Subcontractor's Work, must be in writing to the Contractor and provide Contractor and other trade partners adequate time to remediate prior to the scheduled commencement of this Subcontractor's Work.
2. Subcontractor acknowledges that several other Subcontractors will be working on the jobsite concurrent with the work of this Subcontractor. Subcontractor shall coordinate his work with the work of other Subcontractors as directed by the Project Manager and/or Project Superintendent to sequence the various installation activities (i.e. installation of venting, lights, plumbing items, etc.).
3. Subcontractor shall coordinate with the project superintendent as well as the plumbing, fire sprinkler, and mechanical subcontractor representatives for all installation of work.

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## Exhibit A-1

### Subcontractor's Work

4. Subcontractor is to make every effort necessary to maintain adequate workforce on the project. In the event of union activity at the jobsite, Subcontractor's employees are required to comply with NLRB regulations. Sympathy walkouts, or any other work disruption, will not be tolerated and could result in delay claims filed by the Contractor against the Subcontractor.

#### F. HOISTING / SCAFFOLDING / STOCKING

1. Intentionally left blank.
2. Subcontractor shall coordinate and ensure that its materials will not exceed the capacity of the crane. Subcontractor recognizes that crane hoisting will be scheduled and coordinated with the other trades. Subcontractor shall properly prepare its work materials for hoisting prior to actual use of any crane, including shake-out, identifying, and rigging as required.
3. Subcontractor shall provide any operated hoisting that may be required for this scope of work, including 4x4 forklifts outside the building and propane "white" tire forklifts inside the building. Subcontractor's use of a forklift inside the structure shall be allowed only if approved by the Structural Engineer of Record.
4. Subcontractor shall not load or store materials on elevated slabs that exceed the structural design loads without review and approval of the Structural Engineer of Record.
5. Intentionally left blank.
6. Subcontractor shall provide a qualified and certified rigger with all slings and equipment necessary for hoisting for this Scope of Work. Subcontractor shall be responsible for all necessary rigging from the main hook. Subcontractor shall provide all rigging slings, equipment, materials necessary for hoisting, and documentation that it meets or exceeds federal, state, local and Contractor safety regulations. The Contractor will maintain a hoisting schedule to accommodate hoisting for other trades. Subcontractor agrees to work with other trades in a manner that is mutually agreeable between this Subcontractor and the other trade.
7. Subcontractor shall provide all scaffolding, lifts, materials, equipment, bracing, safety devices and weather protection necessary to complete installation of all work under this contract.
8. Subcontractor shall provide all material handling and distribution, for this work. Identify stocking plan and waste disposal plan.
9. Subcontractor shall deliver materials to the project site in accordance with a time schedule that has been approved by the Project Superintendent. Prior to stocking the project with materials, coordinate all deliveries and stocking procedures with project supervision. Subcontractor shall store its materials on the floors in the locations determined by the Project Superintendent. If requested by the Project Superintendent, stocking shall be performed on "off" hours at no additional cost. Subcontractor is responsible to secure materials once onsite and provide protection of all stored materials as required.

#### G. INSPECTIONS

1. Subcontractor shall confirm that all areas are ready for punch upon completion of the Subcontractor's work.
2. Subcontractor will accomplish all punch list items in a prompt and timely fashion so as not to impede the progress of those trades following.

#### H. WARRANTY

1. Subcontractor includes a standard warranty as provided with warranty procedures as described in the contract documents. Only the receipt on the final occupancy permit shall start the warranty period.
2. Subcontractor shall provide written warranties as specified prior to application for final payment.

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## Exhibit A-1

### Subcontractor's Work

3. Subcontractor agrees that in the event that the Owner provides final acceptance and takes possession of portions of the project the warranty period will start from the date of final acceptance for each portion of the project.

4. Warranty to be transferable to another owner.

#### I. SITE REQUIREMENTS

1. Subcontractor is required to attend the weekly Subcontractor meeting on site. Time and day shall be set by Project Manager and/or Superintendent. The day prior to meeting, subcontractor to provide Superintendent with manpower loaded three-week interim schedule of their planned activities.

2. Subcontractors shall cleanup on a daily basis to the satisfaction of the site superintendent and remove debris from the job site, disposing according to current ADEQ and City of Phoenix regulations. Subcontractor shall dispose of Subcontractor generated debris in Contractor's recycling dumpsters. Subcontractor shall assist contractor with all waste management documentation in accordance with LEED requirements.

3. Subcontractor shall not dump slurry or wastewater on site. Subcontractor shall provide containers (eco Pan) and specific details as well as any other methods required by the AHJ to prevent slurry from entering storm system.

4. Subcontractor acknowledges that a dual gate system may be implemented by Owner, if necessary.

#### J. SUBCONTRACTOR SAFETY REQUIREMENTS

1. All subcontractors must submit their Site-Specific Project Safety Program, within 10 days of executing the subcontract agreement, or prior to commencing work on site, whichever comes first, to the Project Superintendent for approval. Said program shall list potential exposure items and measures designed to control those items as it applies to residential construction.

2. Each subcontractor and sub-subcontractor shall designate a member of their on-site work crew as their safety representative/competent person whose duty shall be the prevention of accidents. The subcontractor shall submit the name of this individual with his/her resume for approval prior to the commencement of work.

3. Subcontractors shall ensure compliance with the MCRT Southwest Construction LLC's safety rules for subcontractors. The subcontractor's project safety program shall list the measures the subcontractor intends to utilize for the prevention of accidents to its workers, other subcontractors, vendors, and the public during subcontractor operations on this project.

4. The subcontractor shall require that their on-site employees are brought to the MCRT Southwest Construction LLC field office and given site orientation by their on-site Foreman. A copy of the orientation, with signatures, shall be given to the MCRT Southwest Construction LLC Project Superintendent or designated individual at site.

5. The subcontractor shall require that their on-site employees attend a safety meeting each week with their supervisor. A copy of the meeting minutes, with signatures of all attendees, shall be forwarded to the MCRT Southwest Construction LLC Project Superintendent or designated individual at site.

6. The subcontractor shall provide and maintain a first aid kit on the project for his/her employees.

7. The subcontractor shall supply non-emergency transportation for all his/her injured employees.

8. The subcontractor shall immediately notify the MCRT Southwest Construction LLC Project Superintendent, or designated individual at site, of any fire, unusual incident, or injury to any subcontractor employee, vendor or visitor to the project. The accident report shall be forwarded to the Operations Manager no later than 24 hours after the incident.

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## Exhibit A-1

### Subcontractor's Work

9. If a subcontractor must remove cables, barricades or any other safety-related protective items in order to perform its work, it shall be the responsibility of the same subcontractor to guard that area until the removed safety item is replaced.
10. The subcontractor shall supply and enforce the use of all required (PPE) for his/her employees. Hardhats and safety glasses shall be required at all times. Proper attire includes long pants, shirts with sleeves, and hard soled work boots as a minimum.
11. The subcontractor shall ensure walkways, aisles, common areas and work areas are free from excess stored material, cables, hoses', welding leads, and scrap. Each subcontractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers or as otherwise directed by MCRT Southwest Construction LLC's Project Superintendent.
12. Construction equipment used by any subcontractor must be equipped with a backup alarm.
13. The subcontractor shall provide to the MCRT Southwest Construction LLC's Project Superintendent, 10 days prior to the start of work, a list of all hazardous materials and the related safety data sheets (SDS) that the subcontractor will use in the performance of their work. Storage equipment and personal protective equipment shall apply to such products.
14. The subcontractor shall notify the Project Superintendent of any intended use or disturbance of any asbestos-containing material, or any surface that contains lead-based paints.
15. Each subcontractor shall be responsible for instructing their own employees of any special hazardous or protective requirements, such as, but not limited to, all hazards, lock out/tag out, fire protection, confined spaces or any evacuation/emergency procedures.
16. Each subcontractor shall implement a hot work permit program any time hot work is being conducted.
17. Each subcontractor shall implement a confined space permit program any time hot work is being conducted.
18. Each subcontractor's foreman/supervisor shall attend the weekly Superintendent's subcontractor safety meeting.
19. All costs to MCRT Southwest Construction LLC of Federal, State, or Local citations, fines, penalties and/or summonses resulting from the subcontractor's operations shall be back-charged to the subcontractor.
20. Each subcontractor shall have a scheduled site safety inspection and maintenance program for all tools, equipment, and personal protective equipment used on site. These inspection reports shall be submitted to MCRT Southwest Construction LLC's Project Superintendent on a weekly basis.
21. Each subcontractor is responsible to ensure that its employees using electrical tools and equipment are protected by an assured ground program and a ground fault circuit interruption (GFCI) device for each connected electrical circuit.
22. Each subcontractor shall attend a project kick off meeting with MCRT Southwest Construction LLC project personnel to discuss all items related to the performance of their work, including but not limited to, safety.
23. Subcontractor shall be required to comply with MCRT Southwest Construction LLC Infectious Disease Control and Reopening Plan. Furthermore, subcontractors will be required to comply with any other current or future temporary safety measures required by the JHA and MCRT due to the COVID-19 pandemic.

#### K. ADDITIVE / ALTERNATES

1. Subcontractor shall supply a Rate Schedule for labor and equipment and it shall be attached and incorporated into the subcontract and is binding in the event of extra work/change orders.

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## Exhibit A-1

### Subcontractor's Work

2. Unit prices are intended to cover all costs associated with completing each specific work item, including but not limited to labor, labor burden, materials, equipment, sub-subcontracts, fuel, maintenance and repairs, estimating, supervision, administrative costs, insurance, taxes, overhead and profit.
3. In the event of changes in the scope of the work, reasonably consistent in nature with the original scope, the Unit Price Schedule shall apply to mutually agree material quantities. The Unit Price Schedule shall apply to both additions and deletions to the scope of the work.
4. Changes in the work not covered by the Unit Price Schedule shall be estimated in a mutually agreed form clearly showing all units and costs for each item. Fees for all changes in the contract are based on the general provisions outlined in the main contract.
5. All extra work must be verified by Contractors Superintendent of Project Manager prior to commencing.
6. Subcontractor's failure to have extra work approved on a daily basis by the Contractor shall forfeit Subcontractor's claim for any additional payment for unauthorized and/or unapproved work.

### L. LAST PLANNER SYSTEM COORDINATION

7. Contractor will employ lean construction principles on this project.

- a. Last Planner System TM

- i. The Last Planner System TM ("LPS") is a lean production-based planning and management system developed by the Lean Construction Institute.
- ii. It is the intent that all subcontractors will actively participate in the implementation and use of lean construction principles and the Last Planner System TM on this project. At a minimum, subcontractor shall a) attend and participate in LPS scheduling meetings in addition to normal weekly subcontract coordination meetings, b) regularly submit weekly work plans, and c) attend and participate in planning sessions as required by Contractor.

- b. Lean Construction Software

- i. Contract may elect at its discretion to provide to subcontractor access to and training on the use of Touchplan or other collaborative scheduling programs. If provided Subcontractor shall utilize these programs in conjunction with the lean construction principles noted above in the execution of this project.

### M. Subcontractor Rate Sheet

1. Subcontractor shall supply a Rate Schedule for labor and equipment and it shall be attached and incorporated into the subcontract and is binding in the event of extra work/change orders.

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## Exhibit A-1

## Subcontractor's Work

<b>Unit Rates</b>					
<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
100	SWPPP Narrative Design Manual	EA	1	\$1,350.00	\$1,350.00
101	Installation of 9" Compost Filter Sock	LF	1	\$2.75	\$2.75
102	Rock Entrance with Rock and Filterfabric	EA	1	\$2,475.00	\$2,475.00
103	Rumble Grates rental - monthly	MO	1	\$1,100.00	\$1,100.00
104	Drop Inlet Protection	EA	1	\$175.00	\$175.00
105	Curb Inlet Protection	EA	1	\$375.00	\$375.00
106	SWPPP Sign	EA	1	\$275.00	\$275.00
107	Spill Kit	EA	1	\$345.00	\$345.00
108	City Approved Fire Access Signs	EA	1	\$675.00	\$675.00
109	SWPPP Inspections	EA	1	\$195.00	\$195.00
110	Dust Control Permit	EA	1	\$2,760.00	\$2,760.00
111	Dust Permit Renewal	EA	1	\$1,630.00	\$1,630.00
112	Mobilization Charges	EA	1	\$255.00	\$255.00
113	Certification of Backflow	EA	1	\$295.00	\$295.00
114	Backflow Rental - monthly	MO	1	\$24.00	\$24.00
115	Porta John Services	MO	1	\$110.00	\$110.00
116	Porta John Drop Off and Pick Up	EA	1	\$50.00	\$50.00
117	40 yard dumpster pull	EA/Pull	1	\$450.00	\$450.00
118	Concrete Rolloff System	EA	1	\$725.00	\$725.00
119	Installation of Temp Fence	LF	1	\$1.35	\$1.35
120	High Strength UV Sand Bags for stands	EA	1	\$7.50	\$7.50
121	Temp Fence Rental	LF/MO	1	\$0.35	\$0.35
122	Privacy screen installed	LF	1	\$2.75	\$2.75
123	Trip charge - initial installation and removal	EA	1	\$255.00	\$255.00
124	Street Cleaning - 10% fuel surcharge, 2hr min	HR	1	\$120.00	\$120.00
125	Water Truck Services Rental	HR	1	\$110.00	\$110.00
126	Water Truck Driver	HR	1	\$95.00	\$95.00

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## Exhibit A-2

## Document List – Drawings, Specifications, &amp; Precon RFI's

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
<b>GENERAL</b>					
General	G0.00	COVER SHEET	0	9/15/2025	PreConstruction Final
General	G0.01	SHEET INDEX	0	9/15/2025	PreConstruction Final
General	G0.02	PROJECT DATA	0	9/15/2025	PreConstruction Final
General	G0.04	GENERAL NOTES & ABBREVIATIONS	0	9/15/2025	PreConstruction Final
General	G0.05	TYPICAL MOUNTING HEIGHTS	0	9/15/2025	PreConstruction Final
General	G0.06	STANDARD ACCESSIBILITY DETAILS	0	9/15/2025	PreConstruction Final
General	G0.07	ANSI ADA ACCESSIBILITY	0	9/15/2025	PreConstruction Final
General	G0.08	ANSI ADA ACCESSIBILITY	0	9/15/2025	PreConstruction Final
General	G0.09	ANSI ADA ACCESSIBILITY	0	9/15/2025	PreConstruction Final
General	G0.10	ANSI ADA ACCESSIBILITY	0	9/15/2025	PreConstruction Final
		ANSI ACCESSIBLE ROUTE/SPECIAL CONDITION			PreConstruction Final
General	G0.11	DOOR CLEARANCES	0	9/15/2025	Bidding Set
General	G0.12	ANSI ADA ACCESSIBILITY	0	9/15/2025	PreConstruction Final
General	G0.20	PARTITION TYPES	0	9/15/2025	PreConstruction Final
General	G0.21	EXTERIOR PARTITION TYPES	0	9/15/2025	PreConstruction Final
General	G0.22	ASSEMBLY TYPES	0	9/15/2025	PreConstruction Final
General	G1.41.3	ENLARGED LEVEL 3 LIFE SAFETY -3	0	9/15/2025	PreConstruction Final
General	G1.41.4	ENLARGED LEVEL 3 LIFE SAFETY -4	0	9/15/2025	PreConstruction Final
General	G1.41.5	ENLARGED LEVEL 3 LIFE SAFETY - 5	0	9/15/2025	PreConstruction Final
General	G0.20	PARTITION TYPES	0	11/14/2025	PRECON #12
General	G0.21	EXTERIOR PARTITION TYPES	0	11/14/2025	PRECON #12
General	G0.22	ASSEMBLY TYPES	0	11/14/2025	PRECON #12
<b>ARCHITECTURAL</b>					
Architectural	A1.00	SITE PLAN	0	9/15/2025	PreConstruction Final
Architectural	A1.01	SITE DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A1.10	ENLARGED SITE PLANS	0	9/15/2025	PreConstruction Final
Architectural	A1.11	ENLARGED SITE PLANS	0	9/15/2025	PreConstruction Final
Architectural	A1.12	ENLARGED SITE PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.01	LEVEL 1 SLAB PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.01.1	ENLARGED LEVEL 1 SLAB PLAN -1	0	9/15/2025	PreConstruction Final
Architectural	A2.01.2	ENLARGED LEVEL 1 SLAB PLAN - 2	0	9/15/2025	PreConstruction Final
Architectural	A2.01.3	ENLARGED LEVEL 1 SLAB PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.01.4	ENLARGED LEVEL 1 SLAB PLAN - 4	0	9/15/2025	PreConstruction Final
Architectural	A2.01.5	ENLARGED LEVEL 1 SLAB PLAN - 5	0	9/15/2025	PreConstruction Final
Architectural	A2.01.6	ENLARGED LEVEL 1 SLAB PLAN - 6	0	9/15/2025	PreConstruction Final
Architectural	A2.01.7	ENLARGED LEVEL 1 SLAB PLAN - 7	0	9/15/2025	PreConstruction Final
Architectural	A2.02	LEVEL 2 SLAB PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.02.1	ENLARGED LEVEL 2 SLAB PLAN -1	0	9/15/2025	PreConstruction Final
Architectural	A2.02.3	ENLARGED LEVEL 2 SLAB PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.03	LEVEL 3 SLAB PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.03.1	ENLARGED LEVEL 3 SLAB PLAN -1	0	9/15/2025	PreConstruction Final
Architectural	A2.03.3	ENLARGED LEVEL 3 SLAB PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.04.1	PARKING GARAGE LEVEL 1	0	11/19/2025	PRECON #23
Architectural	A2.04.2	PARKING GARAGE LEVEL 2	0	11/19/2025	PRECON #23
Architectural	A2.04.3	PARKING GARAGE LEVEL 3	0	11/19/2025	PRECON #23
Architectural	A2.04.4	PARKING GARAGE LEVEL 4	0	11/19/2025	PRECON #23
Architectural	A2.04.5	PARKING GARAGE LEVEL 5	0	11/19/2025	PRECON #23
Architectural	A2.04.6	PARKING GARAGE LEVEL 6	0	11/19/2025	PRECON #23
Architectural	A2.05	LEVEL 1 FLOORPLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.05.1	ENLARGED LEVEL 1 FLOOR PLAN - 1	0	9/15/2025	PreConstruction Final
Architectural	A2.05.2	ENLARGED LEVEL 1 FLOOR PLAN - 2	0	9/15/2025	PreConstruction Final
Architectural	A2.05.3	ENLARGED LEVEL 1 FLOOR PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.05.4	ENLARGED LEVEL 1 FLOOR PLAN - 4	0	9/15/2025	PreConstruction Final
Architectural	A2.05.5	ENLARGED LEVEL 1 FLOOR PLAN - 5	0	9/15/2025	PreConstruction Final
Architectural	A2.05.6	ENLARGED LEVEL 1 FLOOR PLAN - 6	0	9/15/2025	PreConstruction Final
Architectural	A2.05.7	ENLARGED LEVEL 1 FLOOR PLAN - 7	0	9/15/2025	PreConstruction Final
Architectural	A2.06	LEVEL 2 FLOOR PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.06.1	ENLARGED LEVEL 2 FLOOR PLAN - 1	0	9/15/2025	PreConstruction Final
Architectural	A2.06.2	ENLARGED LEVEL 2 FLOOR PLAN - 2	0	9/15/2025	PreConstruction Final
Architectural	A2.06.3	ENLARGED LEVEL 2 FLOOR PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.06.4	ENLARGED LEVEL 2 FLOOR PLAN - 4	0	9/15/2025	PreConstruction Final
Architectural	A2.06.5	ENLARGED LEVEL 2 FLOOR PLAN - 5	0	9/15/2025	PreConstruction Final

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## Exhibit A-2

## Document List – Drawings, Specifications, &amp; Precon RFI's

Architectural	A2.06.6	ENLARGED LEVEL 2 FLOOR PLAN - 6	0	9/15/2025	PreConstruction Final
Architectural	A2.06.7	ENLARGED LEVEL 2 FLOOR PLAN - 7	0	9/15/2025	PreConstruction Final
Architectural	A2.07	LEVEL 3 FLOOR PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.07.1	ENLARGED LEVEL 3 FLOOR PLAN - 1	0	9/15/2025	PreConstruction Final
Architectural	A2.07.2	ENLARGED LEVEL 3 FLOOR PLAN - 2	0	9/15/2025	PreConstruction Final
Architectural	A2.07.3	ENLARGED LEVEL 3 FLOOR PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.07.4	ENLARGED LEVEL 3 FLOOR PLAN - 4	0	9/15/2025	PreConstruction Final
Architectural	A2.07.5	ENLARGED LEVEL 3 FLOOR PLAN - 5	0	9/15/2025	PreConstruction Final
Architectural	A2.07.6	ENLARGED LEVEL 3 FLOOR PLAN - 6	0	9/15/2025	PreConstruction Final
Architectural	A2.07.7	ENLARGED LEVEL 3 FLOOR PLAN - 7	0	9/15/2025	PreConstruction Final
Architectural	A2.08	LEVEL 4 FLOOR PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.08.1	ENLARGED LEVEL 4 FLOOR PLAN - 1	0	9/15/2025	PreConstruction Final
Architectural	A2.08.2	ENLARGED LEVEL 4 FLOOR PLAN - 2	0	9/15/2025	PreConstruction Final
Architectural	A2.08.3	ENLARGED LEVEL 4 FLOOR PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.08.4	ENLARGED LEVEL 4 FLOOR PLAN - 4	0	9/15/2025	PreConstruction Final
Architectural	A2.08.5	ENLARGED LEVEL 4 FLOOR PLAN - 5	0	9/15/2025	PreConstruction Final
Architectural	A2.08.6	ENLARGED LEVEL 4 FLOOR PLAN - 6	0	9/15/2025	PreConstruction Final
Architectural	A2.08.7	ENLARGED LEVEL 4 FLOOR PLAN - 7	0	9/15/2025	PreConstruction Final
Architectural	A2.09	LEVELS FLOOR PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.09.1	ENLARGED LEVEL 5 FLOOR PLAN - 1	0	9/15/2025	PreConstruction Final
Architectural	A2.09.3	ENLARGED LEVEL 5 FLOOR PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.10	LEVEL 6 FLOOR PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.10.1	ENLARGED LEVEL 6 FLOOR PLAN - 1	0	9/15/2025	PreConstruction Final
Architectural	A2.10.3	ENLARGED LEVEL 6 FLOOR PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.11	ROOF PLAN	0	9/15/2025	PreConstruction Final
Architectural	A2.11.1	ENLARGED ROOF PLAN - 1	0	9/15/2025	PreConstruction Final
Architectural	A2.11.2	ENLARGED ROOF PLAN - 2	0	9/15/2025	PreConstruction Final
Architectural	A2.11.3	ENLARGED ROOF PLAN - 3	0	9/15/2025	PreConstruction Final
Architectural	A2.11.4	ENLARGED ROOF PLAN - 4	0	9/15/2025	PreConstruction Final
Architectural	A2.11.5	ENLARGED ROOF PLAN - 5	0	9/15/2025	PreConstruction Final
Architectural	A2.11.6	ENLARGED ROOF PLAN - 6	0	9/15/2025	PreConstruction Final
Architectural	A2.11.7	ENLARGED ROOF PLAN - 7	0	9/15/2025	PreConstruction Final
Architectural	A2.21	LEVEL 1 RCP	0	9/15/2025	PreConstruction Final
Architectural	A2.22	LEVEL 2 RCP	0	9/15/2025	PreConstruction Final
Architectural	A2.23	LEVEL 3 RCP	0	9/15/2025	PreConstruction Final
Architectural	A2.24	LEVEL 4 RCP	0	9/15/2025	PreConstruction Final
Architectural	A2.25	LEVEL5 RCP	0	9/15/2025	PreConstruction Final
Architectural	A2.26	LEVEL 6 RCP	0	9/15/2025	PreConstruction Final
Architectural	A3.00	UNITS COVER SHEET	0	11/14/2025	PRECON #12
Architectural	A3.01	UNIT A1	0	9/15/2025	PreConstruction Final
Architectural	A3.01.1	UNIT A1.1, A1.2, A1.3, A1.4, & A1.5	0	9/15/2025	PreConstruction Final
Architectural	A3.02	Unit A1A	0	9/15/2025	PreConstruction Final
Architectural	A3.03	UNIT A2	0	9/15/2025	PreConstruction Final
Architectural	A3.04	UNIT A3	0	9/15/2025	PreConstruction Final
Architectural	A3.05	UNIT A4	0	9/24/2025	PreConstruction Final
Architectural	A3.05.1	UNIT A4.1	0	9/15/2025	PreConstruction Final
Architectural	A3.06	UNIT AD1	0	9/15/2025	PreConstruction Final
Architectural	A3.07	UNIT B1	0	9/15/2025	PreConstruction Final
Architectural	A3.07.1	UNIT B1.1 & B1.2	0	9/15/2025	PreConstruction Final
Architectural	A3.08	UNIT B2	0	9/15/2025	PreConstruction Final
Architectural	A3.08.1	UNIT B2.1, B2.2, B2.3 & B2.4	0	9/15/2025	PreConstruction Final
Architectural	A3.08.2	UNIT B2.5, B2.6 & B2.7	0	9/15/2025	PreConstruction Final
Architectural	A3.09	UNIT B2A	0	9/15/2025	PreConstruction Final
Architectural	A3.10	UNIT B3	0	9/15/2025	PreConstruction Final
Architectural	A3.11	UNIT B4	0	9/15/2025	PreConstruction Final
Architectural	A3.11.1	UNIT B4.1 & B4.2	0	9/15/2025	PreConstruction Final
Architectural	A3.12	UNIT B5	0	9/15/2025	PreConstruction Final
Architectural	A3.13	UNIT B6	0	9/15/2025	PreConstruction Final
Architectural	A3.14	UNIT B7	0	9/15/2025	PreConstruction Final
Architectural	A3.15	UNIT C1	0	9/15/2025	PreConstruction Final
Architectural	A3.16	UNIT C2	0	9/15/2025	PreConstruction Final
Architectural	A3.16.1	UNIT C2.1 & C2.2	0	9/15/2025	PreConstruction Final
Architectural	A3.17	UNIT C2A	0	9/15/2025	PreConstruction Final
Architectural	A3.20	UNIT RCP AT PODIUM	0	9/15/2025	PreConstruction Final
Architectural	A4.01	BUILDING ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A4.01.1	BUILDING COLOR ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A4.02	BUILDING ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A4.02.1	BUILDING COLOR ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A4.03	BUILDING ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A4.03.1	BUILDING COLOR ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A4.04	BUILDING ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A4.10	BUILDING SECTIONS	0	9/15/2025	PreConstruction Final

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## Exhibit A-2

## Document List – Drawings, Specifications, &amp; Precon RFI's

Architectural	A4.11	BUILDING SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.01	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.02	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.03	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.04	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.05	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.06	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.07	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.08	WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A5.09	AMENITIES SECTIONS	0	11/14/2025	PRECON #12
Architectural	A5.10	AMENITIES SECTIONS	0	11/14/2025	PRECON #12
Architectural	A6.01	STAIR 1	0	9/15/2025	PreConstruction Final
Architectural	A6.02	STAIR 1	0	9/15/2025	PreConstruction Final
Architectural	A6.03	STAIR 2	0	9/15/2025	PreConstruction Final
Architectural	A6.04	STAIR 2	0	9/15/2025	PreConstruction Final
Architectural	A6.05	STAIR 3	0	9/15/2025	PreConstruction Final
Architectural	A6.06	STAIR 4	0	9/15/2025	PreConstruction Final
Architectural	A6.07	STAIR 5	0	9/15/2025	PreConstruction Final
Architectural	A6.08	STAIR 6	0	9/15/2025	PreConstruction Final
Architectural	A6.10	ELEVATOR 1	0	9/15/2025	PreConstruction Final
Architectural	A6.11	ELEVATOR 2	0	9/15/2025	PreConstruction Final
Architectural	A6.12	ELEVATOR 3	0	9/15/2025	PreConstruction Final
Architectural	A6.13	ELEVATOR 4	0	9/15/2025	PreConstruction Final
Architectural	A6.20	BUILDING RAMPS PLANS & SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A6.21	BUILDING RAMPS PLANS & SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A7.01	ENLARGED AMENITY - LEASING OFFICE	0	9/15/2025	PreConstruction Final
Architectural	A7.02	ENLARGED AMENITY - LEASING OFFICE RCP	0	9/15/2025	PreConstruction Final
Architectural	A7.03	ENLARGED AMENITY - CLUBHOUSE	0	9/15/2025	PreConstruction Final
Architectural	A7.04	ENLARGED AMENITY - FITNESS	0	9/15/2025	PreConstruction Final
Architectural	A7.05	ENLARGED AMENITY - PET SPA/BIKE ROOM	0	9/15/2025	PreConstruction Final
Architectural	A7.06	ENLARGED AMENITY - SKYDECK/COWORK	0	9/15/2025	PreConstruction Final
Architectural	A7.07	ENLARGED UTILITY - TRASH/UTILITY	0	9/15/2025	PreConstruction Final
Architectural	A7.08	ENLARGED AMENITY - INTERIOR ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A7.40	FIRE WALL PLAN DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A7.41	FIRE WALL PLAN DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A7.42	FIRE WALL PLAN DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A7.50	FIRE WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A7.51	FIRE WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A7.52	FIRE WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A7.61	INTERIOR WALL SECTION	0	9/15/2025	PreConstruction Final
Architectural	A7.62	INTERIOR WALL SECTION	0	9/15/2025	PreConstruction Final
Architectural	A7.64	INTERIOR WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A7.65	INTERIOR WALL SECTIONS	0	9/15/2025	PreConstruction Final
Architectural	A7.80	FIRE WALL SECTION DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A7.81	FIRE WALL SECTION DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A7.82	FIRE WALL SECTION DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A8.01	DOOR SCHEDULE	0	9/15/2025	PreConstruction Final
Architectural	A8.02	WINDOW TYPES & SCHEDULES	0	9/15/2025	PreConstruction Final
Architectural	A8.03	STOREFRONT ELEVATIONS	0	9/15/2025	PreConstruction Final
Architectural	A9.00	FOUNDATION DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A9.01	WALL DETAILS	0	11/14/2025	PRECON #12
Architectural	A9.02	INTERIOR DETAILS	0	11/14/2025	PRECON #12
Architectural	A9.02.1	INTERIOR DETAILS	0	11/14/2025	PRECON #12
Architectural	A9.03	DOOR DETAILS	0	10/28/2025	PRECON #20
Architectural	A9.04	WINDOW DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A9.04.1	WINDOW DETAILS	0	10/28/2025	PRECON #20
Architectural	A9.05	EXTERIOR ARCHITECTURAL DETAILS	0	10/28/2025	PRECON #20
Architectural	A9.06	EXTERIOR DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A9.07	ROOF DETAILS	0	10/28/2025	PRECON #20
Architectural	A9.07.1	ROOF DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A9.08	STAIR DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A9.09	ELEVATOR DETAILS	0	9/15/2025	PreConstruction Final
Architectural	A9.11	EXTERIOR DETAILS - BALCONY	0	10/28/2025	PRECON #20
Architectural	A9.12	EXTERIOR MOCK-UP	0	10/28/2025	PRECON #20
<b>LIFE SAFETY</b>					
Life Safety	G0.30	UL DETAIL	0	9/15/2025	PreConstruction Final
Life Safety	G0.31	UL DETAIL	0	9/15/2025	PreConstruction Final
Life Safety	G0.32	UL DETAIL	0	9/15/2025	PreConstruction Final
Life Safety	G1.00	LIFE SAFETY - CODE ANALYSIS	0	10/28/2025	PRECON #4
Life Safety	G1.01	LIFE SAFETY - CODE SUMMARY	0	9/15/2025	PreConstruction Final
Life Safety	G1.02	FIRE SEPARATION DISTANCE PLAN	0	9/15/2025	PreConstruction Final
Life Safety	G1.20	LEVEL 1 EXITING PLAN TCO 1	0	9/15/2025	PreConstruction Final

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## Exhibit A-2

## Document List – Drawings, Specifications, &amp; Precon RFI's

Life Safety	G1.20.1	LEVEL 1 EXITING PLAN TCO 2	0	9/24/2025	PreConstruction Final
Life Safety	G1.20.2	LEVEL 1 EXITING PLAN TCO 3	0	9/15/2025	PreConstruction Final
Life Safety	G1.21.1	ENLARGED LEVEL 1 LIFE SAFETY -1	0	9/15/2025	PreConstruction Final
Life Safety	G1.21.2	ENLARGED LEVEL 1 LIFE SAFETY -2	0	10/28/2025	PRECON #4
Life Safety	G1.21.3	ENLARGED LEVEL 1 LIFE SAFETY -3	0	10/28/2025	PRECON #4
Life Safety	G1.21.4	ENLARGED LEVEL 1 LIFE SAFETY -4	0	9/15/2025	PreConstruction Final
Life Safety	G1.21.5	ENLARGED LEVEL 1 LIFE SAFETY - 5	0	9/15/2025	PreConstruction Final
Life Safety	G1.21.6	ENLARGED LEVEL 1 LIFE SAFETY -6	0	10/28/2025	PRECON #4
Life Safety	G1.21.7	ENLARGED LEVEL 1 LIFE SAFETY -7	0	9/15/2025	PreConstruction Final
Life Safety	G1.30	LEVEL 2 EXITING PLAN TCO 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.30.1	LEVEL 2 EXITING PLAN TCO 2	0	9/15/2025	PreConstruction Final
Life Safety	G1.30.2	LEVEL 2 EXITING PLAN TCO 3	0	9/15/2025	PreConstruction Final
Life Safety	G1.31.1	ENLARGED LEVEL 2 LIFE SAFETY -1	0	9/15/2025	PreConstruction Final
Life Safety	G1.31.2	ENLARGED LEVEL 2 LIFE SAFETY -2	0	9/15/2025	PreConstruction Final
Life Safety	G1.31.3	ENLARGED LEVEL 2 LIFE SAFETY -3	0	10/28/2025	PRECON #4
Life Safety	G1.31.4	ENLARGED LEVEL 2 LIFE SAFETY -4	0	9/15/2025	PreConstruction Final
Life Safety	G1.31.5	ENLARGED LEVEL 2 LIFE SAFETY - 5	0	9/15/2025	PreConstruction Final
Life Safety	G1.31.6	ENLARGED LEVEL 2 LIFE SAFETY -6	0	10/28/2025	PRECON #4
Life Safety	G1.31.7	ENLARGED LEVEL 2 LIFE SAFETY -7	0	9/15/2025	PreConstruction Final
Life Safety	G1.40	LEVEL 3 EXITING PLAN TCO 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.40.1	LEVEL 3 EXITING PLAN TCO 2	0	9/15/2025	PreConstruction Final
Life Safety	G1.40.2	LEVEL 3 EXITING PLAN TCO 3	0	9/15/2025	PreConstruction Final
Life Safety	G1.41.1	ENLARGED LEVEL 3 LIFE SAFETY - 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.41.2	ENLARGED LEVEL 3 LIFE SAFETY - 2	0	9/15/2025	PreConstruction Final
Life Safety	G1.41.3	ENLARGED LEVEL 3 LIFE SAFETY -3	0	10/28/2025	PRECON #4
Life Safety	G1.41.4	ENLARGED LEVEL 3 LIFE SAFETY -4	0	9/15/2025	PreConstruction Final
Life Safety	G1.41.5	ENLARGED LEVEL 3 LIFE SAFETY - 5	0	9/15/2025	PreConstruction Final
Life Safety	G1.41.6	ENLARGED LEVEL 3 LIFE SAFETY - 6	0	10/28/2025	PRECON #4
Life Safety	G1.41.7	ENLARGED LEVEL 3 LIFE SAFETY - 7	0	9/15/2025	PreConstruction Final
Life Safety	G1.50	LEVEL 4 EXITING PLAN TCO 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.50.1	LEVEL 4 EXITING PLAN TCO 2	0	9/15/2025	PreConstruction Final
Life Safety	G1.50.2	LEVEL 4 EXITING PLAN TCO 3	0	9/15/2025	PreConstruction Final
Life Safety	G1.51.1	ENLARGED LEVEL 4 LIFE SAFETY - 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.51.2	ENLARGED LEVEL 4 LIFE SAFETY - 2	0	9/15/2025	PreConstruction Final
Life Safety	G1.51.3	ENLARGED LEVEL 4 LIFE SAFETY - 3	0	10/28/2025	PRECON #4
Life Safety	G1.51.4	ENLARGED LEVEL 4 LIFE SAFETY - 4	0	9/15/2025	PreConstruction Final
Life Safety	G1.51.5	ENLARGED LEVEL 4 LIFE SAFETY - 5	0	9/15/2025	PreConstruction Final
Life Safety	G1.51.6	ENLARGED LEVEL 4 LIFE SAFETY - 6	0	10/28/2025	PRECON #4
Life Safety	G1.51.7	ENLARGED LEVEL 4 LIFE SAFETY - 7	0	9/15/2025	PreConstruction Final
Life Safety	G1.60	LEVEL 5 EXITING PLAN TCO 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.60.1	LEVEL 5 EXITING PLAN TCO 3	0	9/15/2025	PreConstruction Final
Life Safety	G1.61.1	ENLARGED LEVEL 5 LIFE SAFETY - 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.61.2	ENLARGED LEVEL 5 LIFE SAFETY - 3	0	10/28/2025	PRECON #4
Life Safety	G1.70	LEVEL 6 EXITING PLAN TCO 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.70.1	LEVEL 6 EXITING PLAN TCO 3	0	9/15/2025	PreConstruction Final
Life Safety	G1.71.1	ENLARGED LEVEL 6 LIFE SAFETY - 1	0	9/15/2025	PreConstruction Final
Life Safety	G1.71.2	ENLARGED LEVEL 6 LIFE SAFETY - 3	0	10/28/2025	PRECON #4
Life Safety	G2.01	LEVEL 1 & 2 ADDRESSING PLAN	0	9/15/2025	PreConstruction Final
Life Safety	G2.02	LEVEL 3 & 4 ADDRESSING PLAN	0	9/15/2025	PreConstruction Final
Life Safety	G2.03	LEVEL 5 & 6 ADDRESSING PLAN	0	9/15/2025	Bidding Set
<b>CIVIL</b>					
Civil	C1	COVER SHEET	1	10/14/2025	PreConstruction Final
		GENERAL NOTES, LEGEND, AND			PreConstruction Final
Civil	C2	ABBREVIATIONS	1	10/14/2025	Bidding Set
Civil	C3	PROJECT LAYOUT	1	10/14/2025	PreConstruction Final
Civil	C4	DEMOLITION PLAN	1	10/14/2025	PreConstruction Final
Civil	C5	GRADING AND DRAINAGE PLAN	1	10/14/2025	PreConstruction Final
Civil	C6	GRADING AND DRAINAGE PLAN	1	10/14/2025	PreConstruction Final
Civil	C7	GRADING AND DRAINAGE PLAN	1	10/14/2025	PreConstruction Final
Civil	C8	GRADING AND DRAINAGE PLAN	1	10/14/2025	PreConstruction Final
Civil	C9	STORM DRAIN PLAN	1	10/14/2025	PreConstruction Final
Civil	C10	STORM DRAIN PLAN	1	10/14/2025	PreConstruction Final
Civil	C11	STORM DRAIN PLAN	1	10/14/2025	PreConstruction Final
Civil	C12	HORIZONTAL CONTROL AND PAVING PLAN	1	10/14/2025	PreConstruction Final
Civil	C13	HORIZONTAL CONTROL AND PAVING PLAN	1	10/14/2025	PreConstruction Final
Civil	C14	DETAILS	1	10/14/2025	PreConstruction Final
Civil	C15	DETAILS	0	10/14/2025	PreConstruction Final
Civil	FH1	PUBLIC FIRE HYDRANT PLAN	0	8/29/2025	PreConstruction Final
Civil	FH2	PUBLIC FIRE HYDRANT PLAN	0	8/29/2025	PreConstruction Final
Civil	FR1	PRIVATE FIRE LINE PLAN	1	10/9/2025	PreConstruction Final
Civil	FRCV	PRIVATE FIRE LINE COVER SHEET	1	10/9/2025	PreConstruction Final
Civil	SA1	SEWER ABANDONMENT PLAN COVER SHEET	0	9/24/2025	PreConstruction Final

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## Document List – Drawings, Specifications, &amp; Precon RFI's

Civil	SA2	SEWER ABANDONMENT PLAN AND PROFILE	0	9/24/2025	PreConstruction Final
Civil	SW1	STORM WATER MANAGEMENT COVER SHEET	1	8/27/2025	PreConstruction Final
Civil	SW2	STORM WATER MANAGEMENT PLAN	1	8/27/2025	PreConstruction Final
Civil	SW3	STORM WATER MANAGEMENT DETAILS	1	8/27/2025	PreConstruction Final
Civil	SW4	STORM WATER MANAGEMENT DETAILS	0	7/23/2025	PreConstruction Final
Civil	SW5	STORM WATER MANAGEMENT DETAILS	0	7/23/2025	PreConstruction Final
Civil	SW6	STORM WATER MANAGEMENT DETAILS	0	7/23/2025	PreConstruction Final
Civil	SW7	STORM WATER MANAGEMENT DETAILS	0	7/23/2025	PreConstruction Final
Civil	SW8	STORM WATER MANAGEMENT DETAILS	0	7/23/2025	PreConstruction Final
Civil	SW9	STORM WATER MANAGEMENT DETAILS	0	7/23/2025	PreConstruction Final
Civil	UT1	UTILITY PLAN	0	10/13/2025	PreConstruction Final
Civil	UT2	SEWER PLAN AND PROFILE	0	10/13/2025	PreConstruction Final
Civil	UT3	SEWER PLAN AND PROFILE	0	10/13/2025	Bidding Set
<b>LANDSCAPE</b>					
Landscape	IR102	IRRIGATION PLAN	0	9/15/2025	PreConstruction Final
Landscape	IR103	IRRIGATION PLAN	0	9/15/2025	PreConstruction Final
Landscape	IR501	IRRIGATION DETAILS	0	9/15/2025	PreConstruction Final
Landscape	IR502	IRRIGATION DETAILS	0	9/15/2025	PreConstruction Final
Landscape	L001	LANDSCAPE COVER SHEET	0	9/15/2025	PreConstruction Final
Landscape	LL101	LANDSCAPE LIGHTING PLAN	0	9/15/2025	PreConstruction Final
Landscape	LL102	LANDSCAPE LIGHTING PLAN	0	9/15/2025	PreConstruction Final
Landscape	LL501	LANDSCAPE LIGHTING DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LM001	MATERIALS SCHEDULE	0	9/15/2025	PreConstruction Final
Landscape	LM101	MATERIALS PLAN	0	9/15/2025	PreConstruction Final
Landscape	LM102	MATERIALS PLAN	0	9/15/2025	PreConstruction Final
Landscape	LM103	MATERIALS PLAN	0	9/15/2025	PreConstruction Final
Landscape	LM201	MATERIAL ENLARGEMENT PLAN	0	9/15/2025	PreConstruction Final
Landscape	LM202	MATERIAL ENLARGEMENT PLAN	0	9/15/2025	PreConstruction Final
Landscape	LP101	PLANTING PLAN	0	9/15/2025	PreConstruction Final
Landscape	LP102	PLANTING PLAN	0	9/15/2025	PreConstruction Final
Landscape	LP103	PLANTING PLAN	0	9/15/2025	PreConstruction Final
Landscape	LP201	PLANTING ENLARGEMENT PLAN	0	9/15/2025	PreConstruction Final
Landscape	LP202	PLANTING ENLARGEMENT PLAN	0	9/15/2025	PreConstruction Final
Landscape	LP501	PLANTING DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LP502	PLANTING DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS501	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS502	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS503	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS504	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS505	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS506	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS507	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS508	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS509	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS510	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS511	SITE DETAILS	0	9/15/2025	PreConstruction Final
Landscape	LS512	SITE DETAILS	0	9/15/2025	Bidding Set
<b>STRUCTURAL</b>					
Structural	S0.00	COVER SHEET	0	9/15/2025	PreConstruction Final
Structural	S2.05	LEVEL 1   FDN OVERALL PLAN	0	9/15/2025	PreConstruction Final
Structural	S2.05.1	LEVEL 1   FDN PLAN - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.05.2	LEVEL 1   FDN PLAN - AREA 2	0	9/15/2025	PreConstruction Final
Structural	S2.05.3	LEVEL 1   FDN PLAN - AREA 3	0	9/15/2025	PreConstruction Final
Structural	S2.05.4	LEVEL 1   FDN PLAN - AREA 4	0	9/15/2025	PreConstruction Final
Structural	S2.05.5	LEVEL 1   FDN PLAN - AREA 5	0	9/15/2025	PreConstruction Final
Structural	S2.05.6	LEVEL 1   FDN PLAN - AREA 6	0	9/15/2025	PreConstruction Final
Structural	S2.06	LEVEL 2 OVERALL PLAN	0	9/15/2025	PreConstruction Final
Structural	S2.06.1	LEVEL 2 PLAN - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.06.1D	LEVEL 2 PLAN - AREA 1 DISTRIBUTED	0	9/15/2025	PreConstruction Final
Structural	S2.06.2	LEVEL 2 PLAN - AREA 2	0	9/15/2025	PreConstruction Final
Structural	S2.06.3	LEVEL 2 PLAN - AREA 3	0	9/15/2025	PreConstruction Final
Structural	S2.06.3D	LEVEL 2 PLAN - AREA 3 DISTRIBUTED	0	9/15/2025	PreConstruction Final
Structural	S2.06.4	LEVEL 2 PLAN - AREA 4	0	9/15/2025	PreConstruction Final
Structural	S2.06.5	LEVEL 2 PLAN - AREA 5	0	9/15/2025	PreConstruction Final
Structural	S2.06.5D	LEVEL 2 PLAN - AREA 5 DISTRIBUTED	0	9/15/2025	PreConstruction Final
Structural	S2.06.6	LEVEL 2 PLAN - AREA 6	0	9/15/2025	PreConstruction Final
Structural	S2.07	LEVEL 3 OVERALL PLAN	0	9/15/2025	PreConstruction Final
Structural	S2.07.1	LEVEL 3 PLAN - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.07.1D	LEVEL 3 PLAN - AREA 1 DISTRIBUTED	0	9/15/2025	PreConstruction Final
Structural	S2.07.1W	LEVEL 3 PLAN WOOD - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.07.2	LEVEL 3 PLAN - AREA 2	0	9/15/2025	PreConstruction Final
Structural	S2.07.3	LEVEL 3 PLAN - AREA 3	0	9/15/2025	PreConstruction Final

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## Document List – Drawings, Specifications, &amp; Precon RFI's

Structural	S2.07.3D	LEVEL 3 PLAN - AREA 3 DISTRIBUTED	0	9/15/2025	PreConstruction Final
Structural	S2.07.3W	LEVEL 3 PLAN - WOOD - AREA 3	0	9/15/2025	PreConstruction Final
Structural	S2.07.4	LEVEL 3 PLAN - AREA 4	0	9/15/2025	PreConstruction Final
Structural	S2.07.5	LEVEL 3 PLAN - AREA 5	0	9/15/2025	PreConstruction Final
Structural	S2.07.5D	LEVEL 3 PLAN - AREA 5 DISTRIBUTED	0	9/15/2025	PreConstruction Final
Structural	S2.07.6	LEVEL 3 PLAN - AREA 6	0	9/15/2025	PreConstruction Final
Structural	S2.08	LEVEL 4 OVERALL - PLAN	0	9/15/2025	PreConstruction Final
Structural	S2.08.1	LEVEL 4 PLAN - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.08.2	LEVEL 4 PLAN - AREA 2	0	9/15/2025	PreConstruction Final
Structural	S2.08.3	LEVEL 4 PLAN - AREA 3	0	9/15/2025	PreConstruction Final
Structural	S2.08.4	LEVEL 4 PLAN - AREA 4	0	9/15/2025	PreConstruction Final
Structural	S2.08.5	LEVEL 4 PLAN - AREA 5	0	9/15/2025	PreConstruction Final
Structural	S2.08.6	LEVEL 4 PLAN - AREA 6	0	9/15/2025	PreConstruction Final
Structural	S2.09	LEVEL 5 OVERALL PLAN	0	9/15/2025	PreConstruction Final
Structural	S2.09.1	LEVEL 5 PLAN - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.09.2	LEVEL 5 PLAN - AREA 2	0	9/15/2025	PreConstruction Final
Structural	S2.09.3	LEVEL 5 PLAN - AREA 3	0	9/15/2025	PreConstruction Final
Structural	S2.09.4	LEVEL 5 PLAN - AREA 4	0	9/15/2025	PreConstruction Final
Structural	S2.09.5	LEVEL 5 PLAN - AREA 5	0	9/15/2025	PreConstruction Final
Structural	S2.09.6	LEVEL 5 PLAN - AREA 6	0	9/15/2025	PreConstruction Final
Structural	S2.10	LEVEL 6 OVERALL PLAN	0	9/15/2025	PreConstruction Final
Structural	S2.10.1	LEVEL 6 PLAN - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.10.3	LEVEL 6 PLAN - AREA 3	0	9/15/2025	PreConstruction Final
Structural	S2.11	ROOF OVERALL PLAN	0	9/15/2025	PreConstruction Final
Structural	S2.11.1	ROOF PLAN - AREA 1	0	9/15/2025	PreConstruction Final
Structural	S2.11.3	ROOF PLAN - AREA 3	0	9/15/2025	PreConstruction Final
Structural	S3.01	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.02	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.03	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.04	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.05	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.06	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.07	WOOD STAIR SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.09	WOOD STAIR SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.10	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.11	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.12	WOOD-TYPICAL SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S3.13	WOOD STAIR SECTIONS AND DETAILS	0	9/15/2025	PreConstruction Final
Structural	S4.01	WOOD WALL, BEAM AND POST SCHEDULE	0	9/15/2025	PreConstruction Final
Structural	S5.01	TYPICAL COLUMN DETAILS	0	9/15/2025	PreConstruction Final
Structural	S5.02	GARAGE COLUMN SCHEDULE	0	9/15/2025	PreConstruction Final
Structural	S5.03	COLUMN SCHEDULE	0	9/15/2025	PreConstruction Final
Structural	S5.04	TYPICAL BEAM DETAILS	0	9/15/2025	PreConstruction Final
Structural	S5.05	BEAM SCHEDULE	0	9/15/2025	PreConstruction Final
Structural	S5.06	GRADE BEAM DETAILS	0	9/15/2025	PreConstruction Final
Structural	S6.01	SHEAR WALL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S6.02	RAMP SECTIONS	0	9/15/2025	PreConstruction Final
Structural	S6.03	WOOD SECTIONS	0	9/15/2025	PreConstruction Final
Structural	S6.04	SECTIONS	0	9/15/2025	PreConstruction Final
Structural	S7.01A	STRUCTURAL NOTES 1 OF 2	0	9/15/2025	PreConstruction Final
Structural	S7.01B	STRUCTURAL NOTES 2 OF 2	0	9/15/2025	PreConstruction Final
Structural	S7.02	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.03	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.04	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.05	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.06	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.07	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.08	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.09	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.10	TYPICAL DETAILS	0	9/15/2025	PreConstruction Final
Structural	S7.11	RETAINING WALL DETAILS	0	9/15/2025	Bidding Set
<b>MECHANICAL</b>					
Mechanical	M0.10	MECHANICAL COVER SHEET	0	8/22/2025	PreConstruction Final
Mechanical	M0.20	MECHANICAL SCHEDULES	0	8/22/2025	PreConstruction Final
Mechanical	M0.30	MECHANICAL DETAILS	0	8/22/2025	PreConstruction Final
Mechanical	M0.40	MECHANICAL DETAILS	0	8/22/2025	PreConstruction Final
Mechanical	M2.01.1	MECHANICAL FLOOR PLAN - LEVEL 1 AREA 1	0	8/22/2025	PreConstruction Final
Mechanical	M2.01.2	MECHANICAL FLOOR PLAN - LEVEL 1 AREA 2	0	8/22/2025	PreConstruction Final
Mechanical	M2.01.3	MECHANICAL FLOOR PLAN - LEVEL 1 AREA 3	0	8/22/2025	PreConstruction Final
		ENLARGED MECHANICAL PLAN - LEVEL 1 AREA			PreConstruction Final
Mechanical	M2.01.3A	3 CLUBHOUSE	0	8/22/2025	Bidding Set

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## Document List – Drawings, Specifications, &amp; Precon RFI's

		ENLARGED MECHANICAL PLAN - LEVEL 1 AREA			PreConstruction Final
Mechanical	M2.01.3B	3 CLUBHOUSE	0	8/22/2025	Bidding Set
		ENLARGED MECHANICAL PLAN - LEVEL 1 AREA			PreConstruction Final
Mechanical	M2.01.3C	3 FITNESS	0	8/22/2025	Bidding Set
Mechanical	M2.01.4	MECHANICAL FLOOR PLAN - LEVEL 1 AREA 4	0	8/22/2025	PreConstruction Final
Mechanical	M2.01.5	MECHANICAL FLOOR PLAN - LEVEL 1 AREA 5	0	8/22/2025	PreConstruction Final
Mechanical	M2.01.6	MECHANICAL FLOOR PLAN - LEVEL 1 AREA 6	0	8/22/2025	PreConstruction Final
Mechanical	M2.01.7	MECHANICAL FLOOR PLAN - LEVEL 1 AREA 7	0	8/22/2025	PreConstruction Final
Mechanical	M2.02.1	MECHANICAL FLOOR PLAN - LEVEL 2 AREA 1	0	8/22/2025	PreConstruction Final
Mechanical	M2.02.2	MECHANICAL FLOOR PLAN - LEVEL 2 AREA 2	0	8/22/2025	PreConstruction Final
Mechanical	M2.02.3	MECHANICAL FLOOR PLAN - LEVEL 2 AREA 3	0	8/22/2025	PreConstruction Final
Mechanical	M2.02.4	MECHANICAL FLOOR PLAN - LEVEL 2 AREA 4	0	8/22/2025	PreConstruction Final
Mechanical	M2.02.5	MECHANICAL FLOOR PLAN - LEVEL 2 AREA 5	0	8/22/2025	PreConstruction Final
Mechanical	M2.02.6	MECHANICAL FLOOR PLAN - LEVEL 2 AREA 6	0	8/22/2025	PreConstruction Final
Mechanical	M2.02.7	MECHANICAL FLOOR PLAN - LEVEL 2 AREA 7	0	8/22/2025	PreConstruction Final
Mechanical	M2.03.1	MECHANICAL FLOOR PLAN - LEVEL 3 AREA 1	0	8/22/2025	PreConstruction Final
Mechanical	M2.03.2	MECHANICAL FLOOR PLAN - LEVEL 3 AREA 2	0	8/22/2025	PreConstruction Final
Mechanical	M2.03.3	MECHANICAL FLOOR PLAN - LEVEL 3 AREA 3	0	8/22/2025	PreConstruction Final
Mechanical	M2.03.4	MECHANICAL FLOOR PLAN - LEVEL 3 AREA 4	0	8/22/2025	PreConstruction Final
Mechanical	M2.03.5	MECHANICAL FLOOR PLAN - LEVEL 3 AREA 5	0	8/22/2025	PreConstruction Final
Mechanical	M2.03.6	MECHANICAL FLOOR PLAN - LEVEL 3 AREA 6	0	8/22/2025	PreConstruction Final
Mechanical	M2.03.7	MECHANICAL FLOOR PLAN - LEVEL 3 AREA 7	0	8/22/2025	PreConstruction Final
Mechanical	M2.04.1	MECHANICAL FLOOR PLAN - LEVEL 4 AREA 1	0	8/22/2025	PreConstruction Final
Mechanical	M2.04.2	MECHANICAL FLOOR PLAN - LEVEL 4 AREA 2	0	8/22/2025	PreConstruction Final
Mechanical	M2.04.3	MECHANICAL FLOOR PLAN - LEVEL 4 AREA 3	0	8/22/2025	PreConstruction Final
Mechanical	M2.04.4	MECHANICAL FLOOR PLAN - LEVEL 4 AREA 4	0	8/22/2025	PreConstruction Final
Mechanical	M2.04.5	MECHANICAL FLOOR PLAN - LEVEL 4 AREA 5	0	8/22/2025	PreConstruction Final
Mechanical	M2.04.6	MECHANICAL FLOOR PLAN - LEVEL 4 AREA 6	0	8/22/2025	PreConstruction Final
Mechanical	M2.04.7	MECHANICAL FLOOR PLAN - LEVEL 4 AREA 7	0	8/22/2025	PreConstruction Final
Mechanical	M2.05.1	MECHANICAL FLOOR PLAN - LEVEL 5 AREA 1	0	8/22/2025	PreConstruction Final
Mechanical	M2.05.2	MECHANICAL FLOOR PLAN - LEVEL 5 AREA 2	0	8/22/2025	PreConstruction Final
Mechanical	M2.05.3	MECHANICAL FLOOR PLAN - LEVEL 5 AREA 3	0	8/22/2025	PreConstruction Final
Mechanical	M2.05.4	MECHANICAL FLOOR PLAN - LEVEL 5 AREA 4	0	8/22/2025	PreConstruction Final
Mechanical	M2.05.5	MECHANICAL FLOOR PLAN - LEVEL 5 AREA 5	0	8/22/2025	PreConstruction Final
Mechanical	M2.05.6	MECHANICAL FLOOR PLAN - LEVEL 5 AREA 6	0	8/22/2025	PreConstruction Final
Mechanical	M2.05.7	MECHANICAL FLOOR PLAN - LEVEL 5 AREA 7	0	8/22/2025	PreConstruction Final
Mechanical	M2.06.1	MECHANICAL FLOOR PLAN - LEVEL 6 AREA 1	0	8/22/2025	PreConstruction Final
Mechanical	M2.06.3	MECHANICAL FLOOR PLAN - LEVEL 6 AREA 3	0	8/22/2025	PreConstruction Final
Mechanical	M2.07.1	MECHANICAL FLOOR PLAN - ROOF AREA 1	0	8/22/2025	PreConstruction Final
Mechanical	M2.07.2	MECHANICAL FLOOR PLAN - ROOF AREA 2	0	8/22/2025	PreConstruction Final
Mechanical	M2.07.3	MECHANICAL FLOOR PLAN - ROOF AREA 3	0	8/22/2025	PreConstruction Final
Mechanical	M2.07.4	MECHANICAL FLOOR PLAN - ROOF AREA 4	0	8/22/2025	PreConstruction Final
Mechanical	M2.07.5	MECHANICAL FLOOR PLAN - ROOF AREA 5	0	8/22/2025	PreConstruction Final
Mechanical	M2.07.6	MECHANICAL FLOOR PLAN - ROOF AREA 6	0	8/22/2025	PreConstruction Final
Mechanical	M2.07.7	MECHANICAL FLOOR PLAN - ROOF AREA 7	0	8/22/2025	PreConstruction Final
		MECHANICAL ENLARGED PLANS -TYPICAL			PreConstruction Final
Mechanical	M4.01	UNITS	0	8/22/2025	Bidding Set
		MECHANICAL ENLARGED PLANS -TYPICAL			PreConstruction Final
Mechanical	M4.02	UNITS	0	8/22/2025	Bidding Set
		MECHANICAL ENLARGED PLANS -TYPICAL			PreConstruction Final
Mechanical	M4.03	UNITS	0	8/22/2025	Bidding Set
		MECHANICAL ENLARGED PLANS -TYPICAL			PreConstruction Final
Mechanical	M4.04	UNITS	0	8/22/2025	Bidding Set
		MECHANICAL ENLARGED PLANS -PODIUM			PreConstruction Final
Mechanical	M4.05	UNITS	0	8/22/2025	Bidding Set
		MECHANICAL ENLARGED PLANS -PODIUM			PreConstruction Final
Mechanical	M4.06	UNITS	0	8/22/2025	Bidding Set
<b>PLUMBING</b>					
Plumbing	P0.01	PLUMBING COVER SHEET	0	8/22/2025	PreConstruction Final
Plumbing	P0.02	PLUMBING CALCULATIONS	0	8/22/2025	PreConstruction Final
Plumbing	P0.03	PLUMBING DETAILS	0	8/22/2025	PreConstruction Final
Plumbing	P0.04	PLUMBING DETAILS	0	8/22/2025	PreConstruction Final
Plumbing	P0.05	PLUMBING DETAILS AND DIAGRAMS	0	8/22/2025	PreConstruction Final
Plumbing	P0.06	PLUMBING DIAGRAMS	0	8/22/2025	PreConstruction Final
Plumbing	P0.07	PLUMBING DIAGRAMS	0	8/22/2025	PreConstruction Final
Plumbing	P0.08	PLUMBING DIAGRAMS	0	8/22/2025	PreConstruction Final
Plumbing	P0.09	PLUMBING DIAGRAMS	0	9/15/2025	PreConstruction Final
Plumbing	P0.10	PLUMBING DIAGRAMS	0	9/24/2025	PreConstruction Final
Plumbing	P0.11	PLUMBING DIAGRAMS	0	9/24/2025	PreConstruction Final
Plumbing	P1.10	PLUMBING SITE PLAN	0	9/24/2025	PreConstruction Final
		PLUMBING FLOOR PLAN - LEVEL 1 AREA 1			PreConstruction Final
Plumbing	P2.01.1	WASTE & VENT	0	9/24/2025	Bidding Set

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## Exhibit A-2

## Document List – Drawings, Specifications, &amp; Precon RFI's

Plumbing	P2.01.2	PLUMBING FLOOR PLAN - LEVEL 1 AREA 2 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.01.3	PLUMBING FLOOR PLAN - LEVEL 1 AREA 3 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.01.4	PLUMBING FLOOR PLAN - LEVEL 1 AREA 4 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.01.5	PLUMBING FLOOR PLAN - LEVEL 1 AREA 5 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.01.6	PLUMBING FLOOR PLAN - LEVEL 1 AREA 6 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.01.7	PLUMBING FLOOR PLAN - LEVEL 1 AREA 7 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.02.1	PLUMBING FLOOR PLAN - LEVEL 2 AREA 1 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.02.2	PLUMBING FLOOR PLAN - LEVEL 2 AREA 2 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.02.3	PLUMBING FLOOR PLAN - LEVEL 2 AREA 3 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.02.4	PLUMBING FLOOR PLAN - LEVEL 2 AREA 4 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.02.5	PLUMBING FLOOR PLAN - LEVEL 2 AREA 5 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.02.6	PLUMBING FLOOR PLAN - LEVEL 2 AREA 6 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.02.7	PLUMBING FLOOR PLAN - LEVEL 2 AREA 7 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.03.1	PLUMBING FLOOR PLAN - LEVEL 3 AREA 1 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.03.2	PLUMBING FLOOR PLAN - LEVEL 3 AREA 2 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.03.3	PLUMBING FLOOR PLAN - LEVEL 3 AREA 3 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.03.4	PLUMBING FLOOR PLAN - LEVEL 3 AREA 4 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.03.5	PLUMBING FLOOR PLAN - LEVEL 3 AREA 5 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.03.6	PLUMBING FLOOR PLAN - LEVEL 3 AREA 6 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.03.7	PLUMBING FLOOR PLAN - LEVEL 3 AREA 7 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.04.1	PLUMBING FLOOR PLAN - LEVEL 4 AREA 1 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.04.2	PLUMBING FLOOR PLAN - LEVEL 4 AREA 2 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.04.3	PLUMBING FLOOR PLAN - LEVEL 4 AREA 3 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.04.4	PLUMBING FLOOR PLAN - LEVEL 4 AREA 4 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.04.5	PLUMBING FLOOR PLAN - LEVEL 4 AREA 5 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.04.6	PLUMBING FLOOR PLAN - LEVEL 4 AREA 6 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.04.7	PLUMBING FLOOR PLAN - LEVEL 4 AREA 7 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.05.1	PLUMBING FLOOR PLAN - LEVEL 5 AREA 1 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.05.2	PLUMBING FLOOR PLAN - LEVEL 5 AREA 2 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.05.3	PLUMBING FLOOR PLAN - LEVEL 5 AREA 3 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.06.1	PLUMBING FLOOR PLAN - LEVEL 6 AREA 1 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.06.2	PLUMBING FLOOR PLAN - LEVEL 6 AREA 2 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.06.3	PLUMBING FLOOR PLAN - LEVEL 6 AREA 3 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.07.1	PLUMBING FLOOR PLAN - ROOF AREA 1 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.07.2	PLUMBING FLOOR PLAN - ROOF AREA 2 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.07.3	PLUMBING FLOOR PLAN - ROOF AREA 3 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.07.4	PLUMBING FLOOR PLAN - ROOF AREA 4 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.07.5	PLUMBING FLOOR PLAN - ROOF AREA 5 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.07.6	PLUMBING FLOOR PLAN - ROOF AREA 6 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P2.07.7	PLUMBING FLOOR PLAN - ROOF AREA 7 WASTE & VENT	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P3.01.1	PLUMBING FLOOR PLAN - LEVEL 1 AREA 1 WATER & GAS	0	9/24/2025	PreConstruction Final Bidding Set

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## Exhibit A-2

## Document List – Drawings, Specifications, &amp; Precon RFI's

Plumbing	P3.01.2	PLUMBING FLOOR PLAN - LEVEL 1 AREA 2 WATER & GAS	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P3.01.3	PLUMBING FLOOR PLAN - LEVEL 1 AREA 3 WATER & GAS	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P3.01.4	PLUMBING FLOOR PLAN - LEVEL 1 AREA 4 WATER & GAS	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P3.01.5	PLUMBING FLOOR PLAN - LEVEL 1 AREA 5 WATER & GAS	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P3.01.6	PLUMBING FLOOR PLAN - LEVEL 1 AREA 6 WATER & GAS	0	9/24/2025	PreConstruction Final Bidding Set
Plumbing	P3.01.7	PLUMBING FLOOR PLAN - LEVEL 1 AREA 7 (received) WATER & GAS	0	10/21/2025	PRECON #6 PreConstruction Final
Plumbing	P3.02.1	PLUMBING FLOOR PLAN - LEVEL 2 AREA 1 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.02.2	PLUMBING FLOOR PLAN - LEVEL 2 AREA 2 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.02.3	PLUMBING FLOOR PLAN - LEVEL 2 AREA 3 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.02.4	PLUMBING FLOOR PLAN - LEVEL 2 AREA 4 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.02.5	PLUMBING FLOOR PLAN - LEVEL 2 AREA 5 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.02.6	PLUMBING FLOOR PLAN - LEVEL 2 AREA 6 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.02.7	PLUMBING FLOOR PLAN - LEVEL 2 AREA 7 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.03.1	PLUMBING FLOOR PLAN - LEVEL 3 AREA 1 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.03.2	PLUMBING FLOOR PLAN - LEVEL 3 AREA 2 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.03.3	PLUMBING FLOOR PLAN - LEVEL 3 AREA 3 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.03.4	PLUMBING FLOOR PLAN - LEVEL 3 AREA 4 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.03.5	PLUMBING FLOOR PLAN - LEVEL 3 AREA 5 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.03.6	PLUMBING FLOOR PLAN - LEVEL 3 AREA 6 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.03.7	PLUMBING FLOOR PLAN - LEVEL 3 AREA 7 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.04.1	PLUMBING FLOOR PLAN - LEVEL 4 AREA 1 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.04.2	PLUMBING FLOOR PLAN - LEVEL 4 AREA 2 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.04.3	PLUMBING FLOOR PLAN - LEVEL 4 AREA 3 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.04.4	PLUMBING FLOOR PLAN - LEVEL 4 AREA 4 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.04.5	PLUMBING FLOOR PLAN - LEVEL 4 AREA 5 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.04.6	PLUMBING FLOOR PLAN - LEVEL 4 AREA 6 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.04.7	PLUMBING FLOOR PLAN - LEVEL 4 AREA 7 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.05.1	PLUMBING FLOOR PLAN - LEVEL 5 AREA 1 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.05.3	PLUMBING FLOOR PLAN - LEVEL 5 AREA 3 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.06.1	PLUMBING FLOOR PLAN - LEVEL 6 AREA 1 WATER & GAS	0	9/24/2025	Bidding Set PreConstruction Final
Plumbing	P3.06.3	PLUMBING FLOOR PLAN - LEVEL 6 AREA 3 WATER & GAS	0	9/24/2025	Bidding Set
<b>ELECTRICAL</b>					
Electrical	E0.10	ELECTRICAL SYMBOLS AND LIGHTING COMCHECK	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E0.20	ELECTRICAL GENERAL NOTES	0	8/22/2025	PreConstruction Final
Electrical	E0.30	ELECTRICAL SCHEDULES	0	8/22/2025	PreConstruction Final
Electrical	E0.40	ELECTRICAL DETAILS	0	8/22/2025	PreConstruction Final
Electrical	E0.41	ELECTRICAL DETAILS	0	8/22/2025	PreConstruction Final
Electrical	E0.50	LIGHTING CONTROLS	0	8/22/2025	PreConstruction Final

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## Exhibit A-2

## Document List – Drawings, Specifications, &amp; Precon RFI's

Electrical	E2.00.1	ELECTRICAL POWER PLAN - UNDERGROUND (AREA 1)	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.00.2	ELECTRICAL POWER PLAN - UNDERGROUND (AREA 2)	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.00.3	ELECTRICAL POWER PLAN - UNDERGROUND (AREA 3)	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.00.4	ELECTRICAL POWER PLAN - UNDERGROUND (AREA 4)	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.00.5	ELECTRICAL POWER PLAN - UNDERGROUND (AREA 5)	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.00.6	ELECTRICAL POWER PLAN - UNDERGROUND (AREA 6)	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.00.7	ELECTRICAL POWER PLAN - LEVEL 1 (AREA 7)	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.01.1	ELECTRICAL POWER PLAN - LEVEL 1 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E2.01.2	ELECTRICAL POWER PLAN - LEVEL 1 (AREA 2)	0	8/22/2025	PreConstruction Final
Electrical	E2.01.3	ELECTRICAL POWER PLAN - LEVEL 1 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E2.01.3A	ENLARGED POWER PLAN - LEVEL 1 AREA 3 CLUBHOUSE	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.01.3B	ENLARGED POWER PLAN - LEVEL 1 AREA 3 CLUBHOUSE	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.01.3C	ENLARGED POWER PLAN - LEVEL 1 AREA 3 FITNESS	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E2.01.4	ENLARGED POWER PLAN - LEVEL 1 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E2.01.5	ENLARGED POWER PLAN - LEVEL 1 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E2.01.6	ENLARGED POWER PLAN - LEVEL 1 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E2.01.7	ENLARGED POWER PLAN - LEVEL 1 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E2.02.1	ENLARGED POWER PLAN - LEVEL 2 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E2.02.2	ENLARGED POWER PLAN - LEVEL 2 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E2.02.3	ENLARGED POWER PLAN - LEVEL 2 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E2.02.4	ENLARGED POWER PLAN - LEVEL 2 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E2.02.5	ENLARGED POWER PLAN - LEVEL 2 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E2.02.6	ENLARGED POWER PLAN - LEVEL 2 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E2.02.7	ENLARGED POWER PLAN - LEVEL 2 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E2.03.1	ENLARGED POWER PLAN - LEVEL 3 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E2.03.2	ENLARGED POWER PLAN - LEVEL 3 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E2.03.3	ENLARGED POWER PLAN - LEVEL 3 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E2.03.4	ENLARGED POWER PLAN - LEVEL 3 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E2.03.5	ENLARGED POWER PLAN - LEVEL 3 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E2.03.6	ENLARGED POWER PLAN - LEVEL 3 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E2.03.7	ENLARGED POWER PLAN - LEVEL 3 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E2.04.1	ENLARGED POWER PLAN - LEVEL 4 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E2.04.2	ENLARGED POWER PLAN - LEVEL 4 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E2.04.3	ENLARGED POWER PLAN - LEVEL 4 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E2.04.4	ENLARGED POWER PLAN - LEVEL 4 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E2.04.5	ENLARGED POWER PLAN - LEVEL 4 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E2.04.6	ENLARGED POWER PLAN - LEVEL 4 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E2.04.7	ENLARGED POWER PLAN - LEVEL 4 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E2.05.1	ENLARGED POWER PLAN - LEVEL 5 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E2.05.2	ENLARGED POWER PLAN - LEVEL 5 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E2.05.3	ENLARGED POWER PLAN - LEVEL 5 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E2.05.4	ENLARGED POWER PLAN - LEVEL 5 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E2.05.5	ENLARGED POWER PLAN - LEVEL 5 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E2.05.6	ENLARGED POWER PLAN - LEVEL 5 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E2.05.7	ENLARGED POWER PLAN - LEVEL 5 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E2.06.1	ENLARGED POWER PLAN - LEVEL 6 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E2.06.3	ENLARGED POWER PLAN - LEVEL 6 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E2.07.1	ENLARGED POWER PLAN - ROOF AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E2.07.3	ENLARGED POWER PLAN - ROOF AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E3.01.1	ELECTRICAL LIGHTING PLAN - LEVEL 1 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E3.01.2	ELECTRICAL LIGHTING PLAN - LEVEL 1 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E3.01.3	ELECTRICAL LIGHTING PLAN - LEVEL 1 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E3.01.3A	ENLARGED LIGHTING PLAN - LEVEL 1 AREA 3 CLUBHOUSE	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E3.01.3B	ENLARGED LIGHTING PLAN - LEVEL 1 AREA 3 CLUBHOUSE	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E3.01.3C	ENLARGED LIGHTING PLAN - LEVEL 1 AREA 3 FITNESS	0	8/22/2025	PreConstruction Final Bidding Set
Electrical	E3.01.4	ENLARGED LIGHTING PLAN - LEVEL 1 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E3.01.5	ENLARGED LIGHTING PLAN - LEVEL 1 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E3.01.6	ENLARGED LIGHTING PLAN - LEVEL 1 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E3.01.7	ENLARGED LIGHTING PLAN - LEVEL 1 AREA 7	0	8/22/2025	PreConstruction Final

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## Document List – Drawings, Specifications, &amp; Precon RFI's

Electrical	E3.02.1	ELECTRICAL LIGHTING PLAN - LEVEL 2 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E3.02.2	ELECTRICAL LIGHTING PLAN - LEVEL 2 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E3.02.3	ELECTRICAL LIGHTING PLAN - LEVEL 2 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E3.02.4	ELECTRICAL LIGHTING PLAN - LEVEL 2 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E3.02.5	ELECTRICAL LIGHTING PLAN - LEVEL 2 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E3.02.6	ELECTRICAL LIGHTING PLAN - LEVEL 2 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E3.02.7	ELECTRICAL LIGHTING PLAN - LEVEL 2 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E3.03.1	ELECTRICAL LIGHTING PLAN - LEVEL 3 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E3.03.2	ELECTRICAL LIGHTING PLAN - LEVEL 3 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E3.03.3	ELECTRICAL LIGHTING PLAN - LEVEL 3 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E3.03.4	ELECTRICAL LIGHTING PLAN - LEVEL 3 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E3.03.5	ELECTRICAL LIGHTING PLAN - LEVEL 3 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E3.03.6	ELECTRICAL LIGHTING PLAN - LEVEL 3 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E3.03.7	ELECTRICAL LIGHTING PLAN - LEVEL 3 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E3.04.1	ELECTRICAL LIGHTING PLAN - LEVEL 4 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E3.04.2	ELECTRICAL LIGHTING PLAN - LEVEL 4 AREA 2	0	8/22/2025	PreConstruction Final
Electrical	E3.04.3	ELECTRICAL LIGHTING PLAN - LEVEL 4 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E3.04.4	ELECTRICAL LIGHTING PLAN - LEVEL 4 AREA 4	0	8/22/2025	PreConstruction Final
Electrical	E3.04.5	ELECTRICAL LIGHTING PLAN - LEVEL 4 AREA 5	0	8/22/2025	PreConstruction Final
Electrical	E3.04.6	ELECTRICAL LIGHTING PLAN - LEVEL 4 AREA 6	0	8/22/2025	PreConstruction Final
Electrical	E3.04.7	ELECTRICAL LIGHTING PLAN - LEVEL 4 AREA 7	0	8/22/2025	PreConstruction Final
Electrical	E3.05.1	ELECTRICAL LIGHTING PLAN - LEVEL 5 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E3.05.3	ELECTRICAL LIGHTING PLAN - LEVEL 5 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E3.06.1	ELECTRICAL LIGHTING PLAN - LEVEL 6 AREA 1	0	8/22/2025	PreConstruction Final
Electrical	E3.06.3	ELECTRICAL LIGHTING PLAN - LEVEL 6 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E3.06.3A	ENLARGED LIGHTING PLAN - LEVEL 6 AREA 3	0	8/22/2025	PreConstruction Final
Electrical	E4.01	ELECTRICAL ENLARGED PLANS -TYPICAL UNITS	0	8/22/2025	Bidding Set
Electrical	E4.02	ELECTRICAL ENLARGED PLANS -TYPICAL UNITS	0	8/22/2025	PreConstruction Final
Electrical	E4.03	ELECTRICAL ENLARGED PLANS -TYPICAL UNITS	0	8/22/2025	Bidding Set
Electrical	E4.04	ELECTRICAL ENLARGED PLANS -TYPICAL UNITS	0	8/22/2025	PreConstruction Final
Electrical	E4.05	ELECTRICAL ENLARGED PLANS - TYPICAL UNITS	0	8/22/2025	Bidding Set
Electrical	E5.00	ONE-LINE DIAGRAM - SES H	0	8/22/2025	PreConstruction Final
Electrical	E5.01	ONE-LINE DIAGRAM - SES "RW", "RS", "RE"	0	8/22/2025	PreConstruction Final
Electrical	E5.02	ONE-LINE DIAGRAM - SES "RW"	0	8/22/2025	PreConstruction Final
Electrical	E5.03	ONE-LINE DIAGRAM - SES "RS"	0	8/22/2025	PreConstruction Final
Electrical	E5.04	ONE-LINE DIAGRAM - SES "RE"	0	8/22/2025	PreConstruction Final
Electrical	E5.05	METERING KEY PLANS	0	8/22/2025	PreConstruction Final
Electrical	E5.06	GROUNDING PLAN - LEVEL 1	0	8/22/2025	PreConstruction Final
Electrical	E5.07	GROUNDING PLAN - LEVEL 3	0	8/22/2025	PreConstruction Final
Electrical	E5.08	GROUNDING PLAN - LEVEL 5	0	8/22/2025	PreConstruction Final
Electrical	E5.09	NEC WARNING NAMEPLATES	0	8/22/2025	PreConstruction Final
Electrical	E6.00	PANEL SCHEDULES - PUBLIC AREAS	0	8/22/2025	PreConstruction Final
Electrical	E6.01	PANEL SCHEDULES - PUBLIC AREAS	0	8/22/2025	PreConstruction Final
Electrical	E6.02	PANEL SCHEDULES - PUBLIC AREAS	0	8/22/2025	PreConstruction Final
Electrical	E6.03	PANEL SCHEDULES - PUBLIC AREAS	0	8/22/2025	PreConstruction Final
Electrical	E6.04	PANEL SCHEDULES - PUBLIC AREAS	0	8/22/2025	PreConstruction Final
Electrical	E6.05	PANEL SCHEDULES - TYPICAL UNITS	0	8/22/2025	PreConstruction Final
Electrical	E6.06	PANEL SCHEDULES - TYPICAL UNITS	0	8/22/2025	PreConstruction Final
Electrical	EP0.01	EXTERIOR LIGHT FIXTURE CUT SHEETS	0	8/22/2025	PreConstruction Final
Electrical	EP0.02	EXTERIOR LIGHT FIXTURE CUT SHEETS	0	8/22/2025	PreConstruction Final
Electrical	EP1.01	PHOTOMETRIC SITE PLAN - NORTH	0	8/22/2025	PreConstruction Final
Electrical	EP1.02	PHOTOMETRIC SITE PLAN - SOUTH	0	8/22/2025	PreConstruction Final
Electrical	EP1.03	PHOTOMETRIC LIGHTING PLAN - LEVEL 6	0	8/22/2025	Bidding Set
<b>TELECOMMUNICATIONS</b>					
Telecommunications	T-000	GENERAL NOTES AND LEGENDS LOW VOLTAGE RESPONSIBILITY MATRIX AND	0	9/19/2025	PreConstruction Final
Telecommunications	T-000A	RACK SCHEDULE	0	9/19/2025	Bidding Set
Telecommunications	T-001	SITE PLAN	0	9/19/2025	PreConstruction Final
Telecommunications	T-101	OVERALL FLOOR PLAN LEVEL 1	0	9/19/2025	PreConstruction Final
Telecommunications	T-102	OVERALL FLOOR PLAN LEVEL 2	0	9/19/2025	PreConstruction Final
Telecommunications	T-103	OVERALL FLOOR PLAN LEVEL 3	0	9/19/2025	PreConstruction Final
Telecommunications	T-104	OVERALL FLOOR PLAN LEVEL 4	0	9/19/2025	PreConstruction Final
Telecommunications	T-105	OVERALL FLOOR PLAN LEVEL 5	0	9/19/2025	PreConstruction Final
Telecommunications	T-106	OVERALL FLOOR PLAN LEVEL 6 AND ROOF	0	9/19/2025	PreConstruction Final
Telecommunications	T-108	AMENITIES PLAN	0	9/19/2025	PRECON #6
Telecommunications	T-109	AMENITIES PLAN	0	9/19/2025	PreConstruction Final
Telecommunications	T-110	UNITS PLAN	0	9/19/2025	PreConstruction Final

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## Document List – Drawings, Specifications, &amp; Precon RFI's

Telecommunications	T-111	UNITS PLAN	0	9/19/2025	PreConstruction Final
Telecommunications	T-112	UNITS PLAN	0	9/19/2025	PreConstruction Final
Telecommunications	T-113	UNITS PLAN	0	9/19/2025	PreConstruction Final
Telecommunications	T-114	UNIT DETAILS	0	9/19/2025	PreConstruction Final
Telecommunications	T-115	UNIT DETAILS	0	9/19/2025	PreConstruction Final
Telecommunications	T-201	OVERALL ACCESS CTRL PLAN - LEVEL 1	0	9/19/2025	PreConstruction Final
Telecommunications	T-202	OVERALL ACCESS CTRL PLAN - LEVEL 2	0	9/19/2025	PreConstruction Final
Telecommunications	T-203	OVERALL ACCESS CTRL PLAN - LEVEL 3	0	9/19/2025	PreConstruction Final
Telecommunications	T-204	OVERALL ACCESS CTRL PLAN - LEVEL 4	0	9/19/2025	PreConstruction Final
Telecommunications	T-205	OVERALL ACCESS CTRL PLAN - LEVEL 5	0	9/19/2025	PreConstruction Final
		OVERALL ACCESS CTRL PLAN - LEVEL 6 AND			PreConstruction Final
Telecommunications	T-206	ROOF	0	9/19/2025	Bidding Set
Telecommunications	T-207	ACCESS CTRL DETAILS	0	9/19/2025	PreConstruction Final
Telecommunications	T-300	AMENITIES AV PLAN	0	9/19/2025	PreConstruction Final
Telecommunications	T-301	AMENITIES AV PLAN	0	9/19/2025	PreConstruction Final
Telecommunications	T-400	COMMUNICATION ROOMS LAYOUT	0	9/19/2025	PreConstruction Final
Telecommunications	T-401	COMMUNICATION ROOMS LAYOUT	0	9/19/2025	PreConstruction Final
Telecommunications	T-402	COMMUNICATION ROOMS LAYOUT	0	9/19/2025	PreConstruction Final
Telecommunications	T-403	COMMUNICATION ROOMS LAYOUT	0	9/19/2025	PreConstruction Final
Telecommunications	T-404	COMMUNICATION ROOMS DETAILS	0	9/19/2025	PreConstruction Final
Telecommunications	T-405	COMMUNICATION ROOMS DETAILS	0	9/19/2025	PreConstruction Final
Telecommunications	T-500	LOW VOLTAGE RISER DIAGRAM	0	9/19/2025	PreConstruction Final
Telecommunications	T-501	ACCESS CTRL RISER DIAGRAM	0	9/19/2025	PreConstruction Final
		OVERALL FIBER AND ELEVATORS DATA			PreConstruction Final
Telecommunications	T-502	CONNECTIVITY DIAGRAM	0	9/19/2025	Bidding Set
<b>INTERIOR</b>					
Interior	ID-00.1	LEVEL 1 - Overall Plan	0	9/23/2025	PreConstruction Final
Interior	ID-00.2	LEVEL 2 - Overall Plan	0	9/23/2025	PreConstruction Final
Interior	ID-00.3	LEVEL 3 - Overall Plan	0	9/23/2025	PreConstruction Final
Interior	ID-00.4	LEVEL 4 - Overall Plan	0	9/23/2025	PreConstruction Final
Interior	ID-00.5	LEVEL 5 - Overall Plan	0	9/23/2025	PreConstruction Final
Interior	ID-00.6	LEVEL 6 - Overall Plan	0	9/23/2025	PreConstruction Final
Interior	ID-01.1	Construction Plan	0	9/23/2025	PreConstruction Final
Interior	ID-01.2	Reflected Ceiling Plan	0	9/23/2025	PreConstruction Final
Interior	ID-01.3	POWER & DATA	0	9/23/2025	PreConstruction Final
Interior	ID-01.4	Floor Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-01.5	Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-01.6	FF&E PLAN	0	9/23/2025	PreConstruction Final
Interior	ID-02.1	LEVEL 1 Amenity Construction Plan	0	9/23/2025	PreConstruction Final
Interior	ID-02.2	LEVEL 1 Amenity Reflected Ceiling Plan	0	9/23/2025	PreConstruction Final
Interior	ID-02.3	LEVEL 1 AMENITY POWER & DATA	0	9/23/2025	PreConstruction Final
Interior	ID-02.4	LEVEL 1 AMENITY Floor Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-02.5	LEVEL 1 AMENITY Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-02.6	LEVEL 1 AMENITY FF&E PLAN	0	9/23/2025	PreConstruction Final
Interior	ID-03.1	LEVEL 1 AMENITY Construction Plan	0	9/23/2025	PreConstruction Final
Interior	ID-03.2	LEVEL 1 AMENITY Reflected Ceiling Plan	0	9/23/2025	PreConstruction Final
Interior	ID-03.3	PET SPA/BIKE POWER & DATA	0	9/23/2025	PreConstruction Final
Interior	ID-03.4	PET SPA/BIKE Floor Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-03.5	PET SPA/BIKE Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-03.6	PET SPA/BIKE FF&E PLAN	0	9/23/2025	PreConstruction Final
Interior	ID-04.1	SKYDECK Construction Plan	0	9/23/2025	PreConstruction Final
Interior	ID-04.2	SKYDECK Reflected Ceiling Plan	0	9/23/2025	PreConstruction Final
Interior	ID-04.3	SKYDECK POWER & DATA	0	9/23/2025	PreConstruction Final
Interior	ID-04.4	SKYDECK Floor Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-04.5	SKYDECK Finish Plan	0	9/23/2025	PreConstruction Final
Interior	ID-04.6	SKYDECK FF&E PLAN	0	9/23/2025	PreConstruction Final
		TYPICAL UNIT CORRIDOR & ELEVATIONS			PreConstruction Final
Interior	ID-05.1	Construction Plan	0	9/23/2025	Bidding Set
		TYPICAL UNIT CORRIDOR & ELEVATIONS			PreConstruction Final
Interior	ID-05.2	Reflected Ceiling Plan	0	9/23/2025	Bidding Set
		TYPICAL UNIT CORRIDOR & ELEVATIONS Floor			PreConstruction Final
Interior	ID-05.4	Finish Plan	0	9/23/2025	Bidding Set
		TYPICAL UNIT CORRIDOR & ELEVATIONS Finish			PreConstruction Final
Interior	ID-05.5	Plan	0	9/23/2025	Bidding Set
		TYPICAL UNIT CORRIDOR & ELEVATIONS FF&E			PreConstruction Final
Interior	ID-05.6	PLAN	0	9/23/2025	Bidding Set
Interior	ID-06.1	LEVEL 1 GARAGE CORRIDORS Construction Plan	0	11/19/2025	PRECON #9
Interior	ID-06.2	LEVEL 1 GARAGE CORRIDORS Reflected Ceiling	0	11/19/2025	PRECON #9
Interior	ID-06.4	LEVEL 1 GARAGE CORRIDORS Floor Finish Plan	0	11/19/2025	PRECON #9

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Interior	ID-06.5	LEVEL 1 GARAGE CORRIDORS Finish Plan LEVELS 2-4 GARAGE CORRIDORS Construction	0	11/19/2025	PRECON #9
Interior	ID-07.1	Plan LEVELS 2-4 GARAGE CORRIDORS Reflected	0	11/19/2025	PRECON #9
Interior	ID-07.2	Ceiling Plan LEVELS 2-4 GARAGE CORRIDORS Floor Finish	0	11/19/2025	PRECON #9
Interior	ID-07.4	Plan LEVELS 2-4 GARAGE CORRIDORS Finish Plan	0	11/19/2025	PRECON #9
Interior	ID-07.5	LEVELS 2-4 GARAGE CORRIDORS Construction LEVELS 5-6 GARAGE CORRIDORS	0	11/19/2025	PRECON #9
Interior	ID-08.1	Plan LEVELS 5-6 GARAGE CORRIDORS Reflected	0	11/19/2025	PRECON #9
Interior	ID-08.2	Ceiling Plan LEVELS 5-6 GARAGE CORRIDORS Floor Finish	0	11/19/2025	PRECON #9
Interior	ID-08.4	Plan LEVELS 5-6 GARAGE CORRIDORS Finish Plan	0	11/19/2025	PRECON #9
Interior	ID-08.5	LEVELS 5-6 GARAGE CORRIDORS	0	11/19/2025	PRECON #9
Interior	ID-CV	Cover Sheet	0	9/23/2025	PreConstruction Final
Interior	ID-D01	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D02	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D03	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D04	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D05	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D06	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D07	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D08	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D09	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D10	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-D11	DETAILS	0	9/23/2025	PreConstruction Final
Interior	ID-E01	ELEVATIONS	0	9/23/2025	PreConstruction Final
Interior	ID-E02	ELEVATIONS	0	9/23/2025	PreConstruction Final
Interior	ID-E03	ELEVATIONS	0	9/23/2025	PreConstruction Final
Interior	ID-E04	ELEVATIONS	0	9/23/2025	PreConstruction Final
Interior	ID-E05	ELEVATIONS	0	9/23/2025	PreConstruction Final
Interior	ID-E06	ELEVATIONS	0	9/23/2025	PreConstruction Final
Interior	ID-E07	ELEVATIONS	0	9/23/2025	PreConstruction Final
Interior	IR001	IRRIGATION NOTES & SCHEDULE	0	9/23/2025	PreConstruction Final
Interior	IR101	IRRIGATION PLAN	0	9/23/2025	PreConstruction Final
Interior	SCH-01	AMENITY FINISH SCHEDULE	0	9/23/2025	PreConstruction Final
Interior	SCH-02	AMENITY LIGHTING SCHEDULE AMENITY APPLIANCE, PLUMBING &	0	9/23/2025	PreConstruction Final
Interior	SCH-03	HARDWARE SCHEDULE	0	9/23/2025	Bidding Set
Interior	SCH-04	UNIT SCHEDULE - DELTA PACKAGE	0	9/23/2025	Bidding Set
<b>Specifications</b>					
<b>Division</b>	<b>Number</b>	<b>Description</b>	<b>Revision</b>	<b>Issued Date</b>	<b>Set</b>
1 - Table of Contents	1	TABLE OF CONTENTS	0	8/15/2025	CD Set
01 - General Requirements	01 10 00	GENERAL REQUIREMENTS	0	8/15/2025	CD Set
01 - General Requirements	01 43 30	MOCK UPS	0	8/15/2025	CD Set
01 - General Requirements	01 45 25	AIR TIGHTNESS TESTING REQUIREMENTS	0	8/15/2025	CD Set
01 - General Requirements	16200	SUBSTITUTION REQUEST FORM	0	8/15/2025	CD Set
01 - General Requirements	17400	CONSTRUCTION WASTE MANAGEMENT	0	8/15/2025	CD Set
01 - General Requirements	18110	SUSTAINABLE DESIGN REQUIREMENTS CONSTRUCTION INDOOR AIR QUALITY (IAQ)	0	8/15/2025	CD Set
01 - General Requirements	18120	MANAGEMENT	0	8/15/2025	CD Set
02 - Existing Conditions	23000	SUBSURFACE INVESTIGATION	0	8/15/2025	CD Set
03 - Concrete	33000	CAST-IN-PLACE CONCRETE	0	8/15/2025	CD Set
03 - Concrete	33300	ARCHITECTURAL CONCRETE	0	8/15/2025	CD Set
03 - Concrete	35412	GYPSUM CEMENT UNDERLayment	0	8/15/2025	CD Set
04 - Masonry	42000	UNIT MASONRY	0	8/15/2025	CD Set
05 - Metals	54000	COLD-FORMED METAL FRAMING	0	8/15/2025	CD Set
05 - Metals	55000	METAL FABRICATIONS	0	8/15/2025	CD Set
05 - Metals	55100	METAL STAIRS AND RAILINGS	0	8/15/2025	CD Set
05 - Metals	55300	METAL GRATINGS	0	8/15/2025	CD Set
05 - Metals	57300	DECORATIVE METAL RAILINGS	0	8/15/2025	CD Set
06 - Wood, Plastics, and Other Materials	61000	ROUGH CARPENTRY	0	8/15/2025	CD Set
06 - Wood, Plastics, and Other Materials	61600	GYPSUM SHEATHING	0	8/15/2025	CD Set
06 - Wood, Plastics, and Other Materials	61735	PLATE CONNECTED WOOD TRUSSES	0	8/15/2025	CD Set
06 - Wood, Plastics, and Other Materials	64020	INTERIOR ARCHITECTURAL WOODWORK	0	8/15/2025	CD Set
07 - Thermal and Moisture Protection	71401	HOT FLUID-APPLIED WATERPROOFING	0	8/15/2025	CD Set
07 - Thermal and Moisture Protection	71610	CRYSTALLINE WATERPROOFING	0	8/15/2025	CD Set
07 - Thermal and Moisture Protection	71850	SHEET-APPLIED TRAFFIC COATINGS	0	8/15/2025	CD Set
07 - Thermal and Moisture Protection	71900	WATER REPELLENTS	0	8/15/2025	CD Set
07 - Thermal and Moisture Protection	72100	THERMAL INSULATION	0	8/15/2025	CD Set
07 - Thermal and Moisture Protection	72710	WEATHER BARRIERS	0	8/15/2025	CD Set

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07 - Thermal and Moist	74600	SIDING	0	8/15/2025	CD Set
07 - Thermal and Moist	75716	COATED FOAMED ROOFING	0	8/15/2025	CD Set
07 - Thermal and Moist	76200	SHEET METAL FLASHING AND TRIM	0	8/15/2025	CD Set
07 - Thermal and Moist	77100	ROOF SPECIALTIES	0	8/15/2025	CD Set
07 - Thermal and Moist	77200	ROOF ACCESSORIES	0	8/15/2025	CD Set
07 - Thermal and Moist	78410	PENETRATION FIRESTOPPING	0	8/15/2025	CD Set
07 - Thermal and Moist	78440	FIRE-RESISTIVE JOINT SYSTEMS	0	8/15/2025	CD Set
07 - Thermal and Moist	79200	JOINT SEALANTS	0	8/15/2025	CD Set
07 - Thermal and Moist	79500	EXPANSION CONTROL	0	8/15/2025	CD Set
08 - Openings	81110	HOLLOW METAL DOORS AND FRAMES	0	8/15/2025	CD Set
08 - Openings	81400	WOOD DOORS	0	8/15/2025	CD Set
08 - Openings	83310	OVERHEAD COILING DOORS	0	8/15/2025	CD Set
08 - Openings	83513	GLAZED FOLDING DOORS	0	8/15/2025	CD Set
		ALUMINUM-FRAMED ENTRANCES AND			
08 - Openings	84110	STOREFRONTS	0	8/15/2025	CD Set
08 - Openings	85313	VINYL WINDOWS	0	8/15/2025	CD Set
08 - Openings	87100	FINISH HARDWARE	0	10/28/2025	PRECON #4
08 - Openings	88000	GLAZING	0	8/15/2025	CD Set
09 - Finishes	92110	GYPSUM BOARD ASSEMBLIES	0	8/15/2025	CD Set
09 - Finishes	92120	GYPSUM BOARD SHAFT WALL ASSEMBLIES	0	8/15/2025	CD Set
09 - Finishes	92400	PORTLAND CEMENT PLASTERING	0	8/15/2025	CD Set
09 - Finishes	93000	TILING	0	8/15/2025	CD Set
09 - Finishes	95100	ACOUSTICAL CEILINGS	0	8/15/2025	CD Set
09 - Finishes	96400	WOOD FLOORING	0	8/15/2025	CD Set
09 - Finishes	96500	RESILIENT FLOORING AND ACCESSORIES	0	8/15/2025	CD Set
09 - Finishes	96810	TILE CARPETING	0	8/15/2025	CD Set
09 - Finishes	96820	SCHEET CARPETING	0	8/15/2025	CD Set
09 - Finishes	97200	WALL COVERINGS	0	8/15/2025	CD Set
09 - Finishes	99000	PAINTING AND COATING	0	8/15/2025	CD Set
10 - Specialties	101400	SIGNAGE	0	8/15/2025	CD Set
10 - Specialties	102800	TOILET ACCESSORIES	0	8/15/2025	CD Set
10 - Specialties	103100	MANUFACTURED FIREPLACES	0	8/15/2025	CD Set
		EMERGENCY ACCESS AND INFORMATION			
10 - Specialties	104100	CABINETS	0	8/15/2025	CD Set
10 - Specialties	104400	FIRE-PROTECTION SPECIALTIES	0	8/15/2025	CD Set
10 - Specialties	105500	POSTAL SPECIALTIES	0	8/15/2025	CD Set
10 - Specialties	105720	WIRE CLOSET SHELVING	0	8/15/2025	CD Set
10 - Specialties	107300	ALUMINUM CANOPY AND TRELLIS SYSTEM	0	8/15/2025	CD Set
11 - Equipment	111136	VEHICLE CHARGING STATIONS	0	8/15/2025	CD Set
11 - Equipment	113100	APPLIANCES	0	8/15/2025	CD Set
11 - Equipment	119200	DOG WASHING UNIT	0	8/15/2025	CD Set
12 - Furnishings	122400	SHADES	0	8/15/2025	CD Set
12 - Furnishings	123572	KITCHEN & BATH CASEWORK	0	8/15/2025	CD Set
12 - Furnishings	123640	STONE COUNTERTOPS	0	8/15/2025	CD Set
12 - Furnishings	129310	BICYCLE RACKS	0	8/15/2025	CD Set
13 - Special Constructic	131120	GOLF SIMULATOR ROOM	0	8/15/2025	CD Set
13 - Special Constructic	132410	SAUNAS	0	8/15/2025	CD Set
14 - Conveying Equipm	142100	ELECTRIC TRACTION ELEVATORS	0	8/15/2025	CD Set
14 - Conveying Equipm	149100	FACILITY CHUTES AND COMPACTORS	0	8/15/2025	CD Set
22 - Plumbing	220516	EXPANSION FITTINGS AND LOOPS	0	9/16/2025	CD Set
22 - Plumbing	220519	METERS AND GAUGES	0	9/16/2025	CD Set
22 - Plumbing	220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING HANGERS AND SUPPORTS FOR PLUMBING	0	9/16/2025	CD Set
22 - Plumbing	220529	PIPING AND EQUIPMENT	0	9/16/2025	CD Set
22 - Plumbing	220548	VIBRATION AND SEISMIC CONTROLS	0	9/16/2025	CD Set
22 - Plumbing	220553	IDENTIFICATION FOR PLUMBING	0	9/16/2025	CD Set
22 - Plumbing	220716	PLUMBING EQUIPMENT INSULATION	0	9/16/2025	CD Set
22 - Plumbing	220719	PLUMBING PIPING INSULATION	0	9/16/2025	CD Set
22 - Plumbing	221005	PLUMBING PIPING	0	9/16/2025	CD Set
22 - Plumbing	221006	PLUMBING PIPING SPECIALTIES	0	9/16/2025	CD Set
22 - Plumbing	224000	PLUMBING FIXTURES	0	9/16/2025	CD Set
23 - Heating, Ventilatin	230548	VIBRATION AND SEISMIC CONTROLS	0	9/16/2025	CD Set
23 - Heating, Ventilatin	230553	IDENTIFICATION FOR HVAC	0	9/16/2025	CD Set
23 - Heating, Ventilatin	230593	TESTING, ADJUSTING AND BALANCING	0	9/16/2025	CD Set
23 - Heating, Ventilatin	230713	DUCT INSULATION	0	9/16/2025	CD Set
		VARIABLE-FREQUENCY MOTOR CONTROLLERS			
23 - Heating, Ventilatin	230934	FOR HVAC	0	9/16/2025	CD Set
23 - Heating, Ventilatin	232300	REFRIGERANT PIPING	0	9/16/2025	CD Set
23 - Heating, Ventilatin	233100	HVAC DUCTS AND CASINGS	0	9/16/2025	CD Set
23 - Heating, Ventilatin	233300	AIR DUCT ACCESSORIES	0	9/16/2025	CD Set
23 - Heating, Ventilatin	233413	AXIAL HVAC FANS	0	9/16/2025	CD Set

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23 - Heating, Ventilatin	233423	HVAC POWER VENTILATORS	0	9/16/2025	CD Set
23 - Heating, Ventilatin	233700	AIR OUTLETS AND INLETS	0	9/16/2025	CD Set
23 - Heating, Ventilatin	234000	HVAC AIR CLEANING DEVICES	0	9/16/2025	CD Set
23 - Heating, Ventilatin	237413.4	PACKAGED ROOFTOP HEAT PUMP UNIT	0	9/16/2025	CD Set
23 - Heating, Ventilatin	238126.13	SPLIT-SYSTEM HEAT PUMP UNITS	0	9/16/2025	CD Set
23 - Heating, Ventilatin	238127.1	MINI-SPLIT HEAT PUMP UNIT	0	9/16/2025	CD Set
26 - Electrical	260519	POWER CONDUCTORS AND CABLES	0	9/16/2025	CD Set
26 - Electrical	260526	GROUNDING AND BONDING	0	9/16/2025	CD Set
26 - Electrical	260529	HANGERS AND SUPPORTS	0	9/16/2025	CD Set
26 - Electrical	260533.13	CONDUIT FOR ELECTRICAL SYSTEMS	0	9/16/2025	CD Set
26 - Electrical	260533.16	BOXES FOR ELECTRICAL SYSTEMS	0	9/16/2025	CD Set
26 - Electrical	260553	IDENTIFICATION FOR ELECTRICAL	0	9/16/2025	CD Set
26 - Electrical	260573	OVERCURRENT COORDINATION STUDY	0	9/16/2025	CD Set
26 - Electrical	260583	WIRING CONNECTIONS	0	9/16/2025	CD Set
26 - Electrical	260923	LIGHTING CONTROL DEVICES	0	9/16/2025	CD Set
26 - Electrical	262100	ELECTRICAL SERVICE ENTRANCE	0	9/16/2025	CD Set
26 - Electrical	262200	LOW-VOLTAGE TRANSFORMERS	0	9/16/2025	CD Set
26 - Electrical	262413	SWITCHBOARDS	0	9/16/2025	CD Set
26 - Electrical	262416	PANELBOARDS	0	9/16/2025	CD Set
26 - Electrical	262513	LOW-VOLTAGE BUSWAYS	0	9/16/2025	CD Set
26 - Electrical	262726	WIRING DEVICES	0	9/16/2025	CD Set
26 - Electrical	262813	FUSES	0	9/16/2025	CD Set
26 - Electrical	262816.16	ENCLOSED SWITCHES	0	9/16/2025	CD Set
26 - Electrical	262913	ENCLOSED CONTROLLERS	0	9/16/2025	CD Set
26 - Electrical	263213	ENGINE GENERATORS	0	9/16/2025	CD Set
26 - Electrical	263600	TRANSFER SWITCHES	0	9/16/2025	CD Set
26 - Electrical	264300	SURGE PROTECTIVE DEVICES	0	9/16/2025	CD Set
26 - Electrical	265100	INTERIOR LIGHTING	0	9/16/2025	CD Set
26 - Electrical	265600	EXTERIOR LIGHTING	0	9/16/2025	CD Set
27 - Communications	270000	COMMUNICATIONS	0	9/19/2025	CD Set
27 - Communications	271000	STRUCTURED CABLING	0	9/19/2025	CD Set
27 - Communications	271300	COMMUNICATIONS BACKBONE CABLING	0	9/19/2025	CD Set
27 - Communications	274100	AUDIO-VIDEO SYSTEMS	0	9/19/2025	CD Set
27 - Communications	275129.13	RESCUE ASSISTANCE SIGNAL SYSTEMS	0	9/16/2025	CD Set
28 - Electronic Safety a	281300	ACCESS CONTROL	0	9/19/2025	CD Set
28 - Electronic Safety a	282300	SURVEILLANCE VIDEO	0	9/19/2025	CD Set
31 - Earthwork	313116	TERMITE CONTROL	0	8/15/2025	CD Set

**MOCKUP & TEMPORARY OFFICE BUILD OUT**

Title	Date	Company Prepared By
Temp Construction Off	8.21.2025	MCRT
Standalone Unit		
Mockups	9.23.2025	MCRT

**NGBS**

Title	Date	Company Prepared By
Energy Star Air Sealing Details		
2024-25 National		
Green Building		
Standard Program		
Milestones	9/5/2025	Tex Energy

## NGBS Green Scorecard

Summary of Results of

the Design Phase

Required

Documentation

NGBS Green

Workbook Excel

Submittals US-

Ecologic Needs to

Review

**Geotechnical Report**

Title	Date	Company Prepared By
Phase 1		

**Environmental Site**

Assessment	Date	Company Prepared By
Report on		

Geotechnical

Investigation Modera -

Paradise Valley

2/14/2025 Speedie and Associates

**Preconstruction RFIs**

#	Closed Date	Subject

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## Exhibit A-2

### Document List – Drawings, Specifications, & Precon RFI's

precon 1	10/20/2025 Civil water & Sewer clarifications
precon 3	10/20/2025 SWPPP
precon 4	11/5/2025 APS Hardware for electrical
precon 5	10/20/2025 Dog Park: add a 2nd gate
precon 6	10/28/2025 Fire pits gas shut off relay to fire panel.
precon 8	11/19/2025 Urban surfaces unit flooring
precon 9	11/19/2025 ID plans Corridor portols
precon 11	10/20/2025 SAND / OIL INTERCEPTOR
precon 12	11/19/2025 Acoustic Details and Sections
precon 15	11/19/2025 Corridor walls details and stud spacing
precon 16	11/19/2025 Strucrtural Shear wall tages
precon 17	11/19/2025 Interior shear walls tags
precon 20	10/28/2025 Exterior Mockup
precon 21	11/12/2025 Metal studs wood Blocking
precon 23	11/19/2025 EV Charging Station Locations
precon 24	12/2/2025 Parking Garage CMU walls to CIP walls

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## Exhibit A-4

## Master Developer Rules and Regulations

**SCOPE - SCHEDULE OF VALUES**

1	A	B	C
PHASE CODE	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
02-31-2316	100	SWPPP Narrative Design Manual (1 @ \$1,350.00) - Feb 2026	\$1,350.00
02-31-2316	101	Installation of 9" Compost Filter Sock (1,780 LF @ \$2.75) - Feb 2026	\$4,895.00
02-31-2316	102	Rock Entrance with Rock and Filterfabric (3 @ \$2,475.00) - Feb 2026	\$7,425.00
02-31-2316	104	Curb Inlet Protection (2 @ \$375.00) - Feb 2026	\$750.00
02-31-2316	105	SWPPP Sign (2 @ \$275.00) - Feb 2026	\$550.00
02-31-2316	106	Spill Kit (2 @ \$345.00) - Feb 2026	\$690.00
02-31-2316	107	City Approved Fire Access Signs (2 @ \$675.00) - Feb 2026	\$1,350.00
02-31-2316	108	Dust Control Permit (1 @ \$2,760.00) - Feb 2026	\$2,760.00
02-31-2316	109	Mobilization Charges (1 @ \$255.00) - Feb 2026	\$255.00
02-31-2316	110	Certification of Backflow (2 @ \$295.00) - Feb 2026	\$590.00
02-31-2316	111	Textura - Feb 2026	\$350.00
02-31-2316	112	Rumble Grates Rental - Q1 (Feb-Apr 2026) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	113	Rumble Grates Rental - Q2 (May-Jul 2026) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	114	Rumble Grates Rental - Q3 (Aug-Oct 2026) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	115	Rumble Grates Rental - Q4 (Nov 2026-Jan 2027) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	116	Rumble Grates Rental - Q5 (Feb-Apr 2027) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	117	Rumble Grates Rental - Q6 (May-Jul 2027) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	118	Rumble Grates Rental - Q7 (Aug-Oct 2027) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	119	Rumble Grates Rental - Q8 (Nov 2027-Jan 2028) (3 mo @ \$1,100.00)	\$3,300.00
02-31-2316	120	SWPPP Inspections - Q1 (Feb-Apr 2026) (8 @ \$195.00)	\$1,560.00
02-31-2316	121	SWPPP Inspections - Q2 (May-Jul 2026) (8 @ \$195.00)	\$1,560.00
02-31-2316	122	SWPPP Inspections - Q3 (Aug-Oct 2026) (8 @ \$195.00)	\$1,560.00
02-31-2316	123	SWPPP Inspections - Q4 (Nov 2026-Jan 2027) (8 @ \$195.00)	\$1,560.00
02-31-2316	124	SWPPP Inspections - Q5 (Feb-Apr 2027) (7 @ \$195.00)	\$1,365.00
02-31-2316	125	SWPPP Inspections - Q6 (May-Jul 2027) (7 @ \$195.00)	\$1,365.00
02-31-2316	126	SWPPP Inspections - Q7 (Aug-Oct 2027) (7 @ \$195.00)	\$1,365.00
02-31-2316	127	SWPPP Inspections - Q8 (Nov 2027-Jan 2028) (7 @ \$195.00)	\$1,365.00
02-31-2316	128	Dust Permit Renewal - Jan 2027	\$1,630.00
02-31-2316	129	Dust Permit Renewal - Jan 2028	\$1,630.00
02-31-2316	130	Backflow Rental - Q1 (Feb-Apr 2026) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	131	Backflow Rental - Q2 (May-Jul 2026) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	132	Backflow Rental - Q3 (Aug-Oct 2026) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	133	Backflow Rental - Q4 (Nov 2026-Jan 2027) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	134	Backflow Rental - Q5 (Feb-Apr 2027) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	135	Backflow Rental - Q6 (May-Jul 2027) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	136	Backflow Rental - Q7 (Aug-Oct 2027) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	137	Backflow Rental - Q8 (Nov 2027-Jan 2028) (3 mo @ \$490.00)	\$1,470.00
02-31-2316	138	Backflow Rental - Q9 (Feb-Apr 2028) (3 mo @ \$490.00)	\$1,470.00
		<b>TOTAL</b>	<b>\$75,555.00</b>

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## Exhibit A-4

### Master Developer Rules and Regulations

#### IMPORTANT ON-SITE REQUIREMENTS

- OSHA must be always obeyed while on site.
- Contractor's Representative must be always on site while Subcontractor's are present to supervise work.
- Workers are to enter and exit the site through designated entrances. All entrance areas need to be cleaned and maintained daily.
- All work shall be confined within the Premises.
- Construction equipment and passenger vehicles are not allowed in the 1<sup>st</sup> or 2<sup>nd</sup> level of the public parking garage, or general parking areas. Violators will be subject to fines and/or towing. Construction equipment and vehicle parking shall be identified during the Pre-Construction Meeting.
- The job must be constructed in accordance with the plans which have been approved by the Property Representative. These plans shall comply with all city, county and state rules, ordinances and regulations relating thereto and all of the Contractor's work shall be performed in a thorough, first class, and workmanlike manner and shall be in good and usable condition at the date of completion thereof.
- A copy of Property Representative approved plans must be always kept on the jobsite during construction. Such plans shall bear a stamp stating, "Property Representative Approved Copy". Any modifications during construction must be approved by the Property Representative Landlord. All approved revisions must be red-lined to the set and be included in the Final As-Builts.
- Neither the Contractor nor its Subcontractors or Consultants will be allowed to post any signage containing the name or advertising of their firm to any part of the Premises at any time.
- Property Representative reserves the right to post a notice of "non-Responsibility" on any entry into the Premises.

In the event Contractor is notified of any violations of codes by the jurisdictional authorities or by Property Representative Contractor shall correct such violations within seven (7) calendar days from such date of notification, or as stated by law.

#### PRECONSTRUCTION REQUIREMENTS

Prior to starting construction Contractor must engage in a preconstruction meeting on site with the Property Representative and provide the following:

- Copy of State, City, or County Building Permit shall be provided to Property Representative for their records and an original shall be posted in accordance with AHS requirements.
- \$5,000.00 Deposit (made payable to Property Representative) shall be used by Property Representative to offset the failure of any of the obligations as hereinafter provided but does not release Contractor from said obligations. In the event any funds remain available upon completion of the job, Property Representative shall refund said amount.

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## Exhibit A-4

### Master Developer Rules and Regulations

- A completed copy of the "Contractor Data Form" – Exhibit B
- Proposed schedule or bar chart showing the work schedule and anticipated completion date of the work. Contractor shall provide periodic updates indicating progress and remaining scheduled items.

#### GENERAL REQUIREMENTS

- All work hours are to be approved by the Property Representative prior to the start of construction.
- Contractor shall provide their own dumpsters within their premises and shall be responsible for emptying on a regular basis.
- Restroom facility - Contractor shall provide their own removable or pump facilities within their premises and shall be maintained regularly to not cause a nuisance.

#### CONSTRUCTION FENCES, BARRICADES, PARTITIONS, AND WORK AREAS

- Contractor shall provide a 6' high construction fence with tan screening. Contractor shall properly anchor the fence so that it is stable and safe for adjacent public areas. Contractor shall be responsible for all maintenance of fences and barricades including any necessary maintenance during off hours. Should the Contractor not be on site to repair or secure fencing during off hours, Property Representative shall be allowed to repair it for them and Contractor shall pay a fee of \$500 to Property Representative for the first occurrence. Subsequent occurrences shall be charged an amount equal to the prior amount plus \$500. For purposes of example only, the second occurrence shall be charged \$1,000, the third occurrence shall be charged \$1,500, etc. Out of Scope
- Contractor shall be required to properly secure all parts of the premises against damage, accident, malicious mischief, and theft.
- The Contractor shall contain all operations within the Premises and such other space as Property Representative may specifically permit. Areas outside of the Premises used for operations shall have the Property Representative's prior written approval.
- All precautions must be taken to ensure that dust and fumes generated from Contractor's activities remain within the Premises and shall not accumulate into adjacent areas. If the Property Representative deems dust accumulation to be excessive or if areas outside the Premises are impacted by dust/dirt/fumes, it is the Contractor's responsibility to pay for the cleanup or provide the services to clean up the area promptly upon notification from the Property Representative.
- The Contractor shall provide adequate protection to pavement to prevent damage to the surface during construction. Any damages to adjacent hardscape/landscape and pavement are the responsibility of the Contractor to repair. Any damage not repaired by the Contractor shall be repaired by Property Representative and the actual cost of repair, plus a twenty five percent (25%) surcharge, will be deducted from the Contractor's Deposit. If said work exceeds the amount available from the Contractor's Deposit, the Contractor shall pay said amount directly to the Property Representative.

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## Exhibit A-4

### Master Developer Rules and Regulations

- All disposal of hazardous waste shall be in accordance with all local, state, and federal regulations. Any Contractor using the site for the disposal of hazardous waste will be charged a fine of \$500.00 and the Contractor will be held responsible for all actual cleanup and remediation costs because of such disposal, plus a twenty-five percent (25%) surcharge.

#### ELECTRICAL

- Electrical outages that affect adjacent properties shall be coordinated and approved by the Property Representative, local utility company, and all affected parties. The Contractor and electrical Subcontractor will be responsible for coordination with third parties, safety during the performance of work, and the avoidance of any unscheduled shutdowns of power. Contractor shall issue a 48-Hour Notice prior to any planned power outage.

#### WORK COORDINATION

- Any electrical or plumbing item which routes through another Property must be coordinated and approved with the Property Representative prior to proceeding with the work. Any costs to remove and replace materials on adjacent properties is the responsibility of the Contractor.
- Contractors shall provide their own on site security services.
- Contractor shall be responsible for the repair and/or replacement of any damage caused by Contractor, or its Subcontractor, to adjacent properties.
- At no time should deliveries temporarily close traffic lanes, parking spaces or sidewalks/patios from adjacent properties without written approval from Property Representative.

#### CLOSEOUT AND PUNCHLIST

- Upon application for the refund of the Contractor's Deposit, such Deposit shall be returned within thirty (30) days, together with a statement of deduction, if any, provided that:
  - All construction is complete, including all Property Representative punch list items.

**Property Representative reserves the right to withhold the Contractor Deposit until such time that all closeout requirements have been met.**

**If all closeout requirements have not been completed within six (6) months following the completion of construction, Property Representative reserves the right to retain the Contractor Deposit.**

Exhibit B

Insurance Requirements

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## Exhibit B-1

### Insurance Requirements for Parties Enrolled in Owner-Controlled Insurance Program

#### 1. Owner-Controlled Insurance Program

1.1. Owner has elected to implement an Owner-Controlled Insurance Program (the "OCIP"), which includes commercial general liability, excess liability and Contractor's pollution insurance policies for the Project for Contractor and eligible, enrolled Subcontractors, as well as Owner and other named and additional insureds under the policy. For convenience, a summary of the OCIP attached hereto as Exhibit "B-2" ("OCIP Insurance Manual") to the Agreement, but it is understood and agreed that the terms of the OCIP itself govern the coverages, exclusions and other requirements of the policy. Generally, and subject to the terms of the OCIP, the OCIP is intended to cover personal injury and property damages claims arising from the Work that is performed at the Project site. To the extent that losses are covered by the OCIP, the OCIP is intended to be and shall be primary coverage

1.2. Only Subcontractors that are enrolled parties to the OCIP are covered by the OCIP. It is Subcontractor's responsibility to arrange for its lower tier subcontractors (regardless of tier) to enroll in the OCIP. Subcontractor and all of its lower tier subcontractors shall provide Contractor with an enrollment certificate, evidencing enrollment in the OCIP prior to commencing any Work. Contractor shall not permit any Subcontractors of any tier to enter the Site prior to enrollment in the OCIP unless they are ineligible to participate in the OCIP and have provided evidence that they are covered by their own insurance that meets the requirements of Section 3, below.

1.3. Subcontractor and its enrolled lower tier subcontractors shall comply with all requirements of the OCIP, but not limited to, compliance with the terms of the OCIP's safety requirements, loss control requirements and all record keeping and reporting necessary for loss and other data required by the insurer.

1.4. The deductibles under the OCIP are as indicated in Exhibit "B-2" to the Subcontract Agreement. Upon the assertion of a claim against the OCIP involving Subcontractor's Work, Subcontractor will be responsible for the deductible as set forth in Exhibit "B-2."

1.5. Owner and/or Contractor make no representations regarding the nature, quality, limits, exclusions, coverages or other features of the OCIP. Subcontractor expressly acknowledges that Subcontractor is not relying upon any representations made by Owner and/or Contractor or their representative regarding the adequacy of the OCIP. Subcontractor acknowledges that the OCIP contains exclusions from coverage with respect to certain persons, activities and products pertaining to the Work.

1.6. As consideration for Subcontractor and its lower tier subcontractors' enrollment in the OCIP, Subcontractor and its enrolled lower tier subcontractors shall exclude its cost for the insurance coverage in its bid that is provided under the OCIP, including insurance costs of lower tier subcontractors. This cost is regardless of risk financing technique the Contractor or Subcontractor employs for its General Liability exposures, including but not limited to insurance premiums, expected losses with any retention or deductible amount, loss handling expenses and administrative expenses in cases where Contractor or Subcontractor insurance is subject to loss

## Exhibit B-1

### Insurance Requirements for Parties Enrolled in Owner-Controlled Insurance Program

sensitivity. Enrolled Parties are to price change orders to exclude their usual cost of insurance provided under the OCIP.

#### 2. Insurance Requirements for Subcontractors Enrolled in the OCIP

2.1. See Exhibit B-2, attached hereto, for the insurance requirements for Subcontractors enrolled in the OCIP.

2.2. All Sub-subcontractors' insurance at any tier beneath Subcontractor shall meet the same insurance requirements applicable to Subcontractor as provided in this Exhibit B-1 and Exhibit B-2.

#### 3. Insurance Requirements For Subcontractors NOT Enrolled in the OCIP

3.1 See Exhibit B-3, attached hereto, for the insurance requirements for Subcontractors not enrolled in the OCIP.

Exhibit B-2

OCIP Manual



## **Paradise Valley Apartment Holdings, LLC OCIP Insurance Manual**

Owner Controlled Insurance Program (OCIP)  
Modera Paradise Valley

December 19, 2025

## Exhibit B-2

### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

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## Exhibit B-2

### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

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## Exhibit B-2

### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

## **Section One**

### **Introduction**

#### **Welcome to the Paradise Valley Apartment Holdings, LLC – Owner Controlled Insurance Program**

**Paradise Valley Apartment Holdings, LLC** has arranged insurance for this construction project under an Owner Controlled Insurance Program (OCIP). An OCIP is a single insurance program that insures the Owner, General Contractor and Enrolled Parties (see Definitions) of any tier, along with their eligible employees and other designated parties for work performed at the Project Site. Certain parties and their employees are excluded from the OCIP as defined in this manual (see Definitions).

Some benefits of the OCIP include:

- Greater stability of insurance coverage for the Owner and Enrolled Parties. Engaging a major insurer whose financial stability suggests that it will still be there to cover claims when and if they occur;
- Unified and centralized insurance resources available to support job-site safety and claim management as well as quality control inspections. The OCIP will concentrate a greater amount of money for these important services;
- Mitigation of the adversarial relationship between Enrolled Parties and the Owner at the time of a claim, allowing the claim to be defended and settled in a proactive manner, reducing claim costs for all Enrolled Parties;
- Reduction of cost and redundancy of insurance associated with construction.

The goals and objectives under the OCIP emphasize that protecting people and property are of paramount importance to the success of this Project. Incidents at this Project can be controlled and prevented through safe work practices. The General Contractor, each Subcontractor of any tier and each of its employees is responsible for safety and will abide by the General Contractor's Project Safety Manual for this Project.

This Project is a drug-free work environment. Each Subcontractor will maintain a drug-free environment in accordance with the General Contractor's Project Safety Manual. All Subcontractors are responsible for testing each employee who works on the Project for the presence of drugs or alcohol.

**Active participation by all Subcontractors of any tier in all Project safety and loss prevention programs is mandatory.** The General Contractor and Subcontractors of any tier must provide its employees with complete support and continuing involvement in all safety and loss prevention programs.

The OCIP for this Project provides the following coverage for Enrolled Parties whose employees perform actual on-site labor at the Project Site. This coverage includes:

- General Liability
- Products/Completed Operations, up to 10 years or the equivalent Statute of Repose, whichever is shorter
- Excess Liability
- Contractor's Pollution

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## Exhibit B-2

### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

The Owner will pay insurance premiums for the OCIP coverage described in this manual. Notify your current insurer that you are participating in an OCIP program.

Participation in the OCIP is mandatory for ALL Subcontractors of any tier unless excluded by the Owner (see Definitions). However, enrollment is not automatic. Work is not be permitted at the Project Site until the Subcontractor and their Sub-subcontractors, regardless of tier, are properly enrolled in the OCIP. An Enrolled Subcontractor is one who has properly completed and submitted the necessary documentation as described later in this Manual.

Coverage applies only to work performed at the Project Site by the Enrolled Parties. Enrolled Parties must provide their own insurance for off-site activities including but not limited to work at their permanent shops, fabrication or manufacturing of building products, materials or supplies.

The provisions herein for the OCIP shall in no way be interpreted as relieving the Enrolled Parties or Excluded Parties of any responsibility under their contract. All Subcontractors will be required to carry certain other insurance as outlined in Section 6 of this manual and may carry, at their own expense, any additional insurance they deem necessary.

This manual will:

- Describe the general structure of the OCIP;
- Provide Definitions of commonly used words and phrases;
- Identify the responsibilities of the various parties involved in the project;
- Provide a basic description of OCIP coverage;
- Identify the responsibilities of the various parties involved in the project;
- Describe Prime Subcontractor and Sub-subcontractor responsibilities, including bid methodology;
- Describe audit and administrative procedures;
- Identify insurance required of Subcontractors;
- Identify claims reporting procedures.

This manual does not:

- Provide coverage interpretations;
- Provide complete information about coverage;
- Provide answers to specific claim questions.

Contact the OCIP Administrator, identified in Section 3 the Project Contact Directory, with questions concerning the OCIP requirements.

## Exhibit B-2

### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

## **Section Two**

### **Definitions**

The following list of words and phrases include an explanation of meanings for your convenience. However, definitions included in the insurance policies and your contract take precedence over the OCIP Manual.

#### **Certificate of Insurance**

An Acord form providing evidence of the existence of coverage for a particular insurance policy or policies.

#### **OCIP Administrator**

Representatives from Marsh USA Inc.

#### **Contract**

A written agreement between the Owner and the General Contractor for specific Work OR a written agreement between the General Contractor and Prime Subcontractor or a Prime Subcontractor and a Sub-Subcontractor.

#### **Enrolled Parties**

Includes the General Contractor, Prime Subcontractor(s) and Sub-Subcontractor(s) of any tier that have submitted all necessary enrollment documentation and have been accepted into the OCIP as evidenced by a confirmation of enrollment and proof of insurance from Marsh USA, Inc. Those parties that are eligible for enrollment include the General Contractor, Prime Subcontractor(s) and Sub-Subcontractor(s) of any tier who perform operations on the Project Site and such other persons or entities as the Owner may designate as eligible parties, who perform direct labor at the Project Site or sites incidental to the Work. Temporary labor services and leasing companies are to be included as Subcontractor(s).

#### **Excluded Parties**

- Tower crane operators, providers, erectors and maintenance contractors
- Hazardous material abatement
- Demolition Subcontractors if their contract includes hazardous material abatement or use of wrecking balls or explosives
- Blasting
- Delivery/Hauling of materials or equipment to or from any covered "project"; or operations associated in any way with any hazardous waste or materials, including disposal
- Off-site fabricators, vendors, suppliers (who do not perform or subcontract installation);
- Material only providers
- Others whose sole function is to transport, pickup, deliver or carry materials, supplies, personnel, tools equipment, parts or other items to or from the Project Site, or who do not perform any actual on-site labor

## Exhibit B-2

### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

- Guard services
- Janitorial services
- Architects, engineers, surveyors, consultants or others performing professional services (unless specifically included by the Owner)
- Any other entity specifically determined by the Owner to be excluded will not be covered by insurance purchased by the Owner through the OCIP

The Owner may, at its sole discretion, elect to enroll a subcontractor who's Work includes one or more of the scopes listed above.

#### **General Contractor**

MCRT Southwest Construction LLC

#### **Insureds**

The Owner and specifically Enrolled Parties, unless enrollment is not required. Any other entity specifically determined by the Owner to be enrolled in the OCIP. Insureds will also be other parties that the Owner is required under contract to add as additional insureds.

#### **Insurer**

The insurer(s) issuing a policy or policies for coverages under the OCIP, or as otherwise provided by the Owner.

#### **Off-Site Insurance Certificate**

Evidence of the Subcontractor's non-OCIP Insurance as stipulated in the contract documents for Automobile, Off-Site Workers' Compensation, Off-Site General Liability and any other coverages specifically required by Contract. Evidence of an Excess/Umbrella Liability policy may be required to satisfy the contract limit requirements as defined later in this Manual.

#### **Owner/Sponsor**

Paradise Valley Apartment Holdings, LLC and any affiliated, subsidiary or associated companies as now exist or may hereafter be constituted or acquired. In addition, any corporations, partnerships, joint ventures, individuals or companies over which any of the above exercises financial or management control, as now exist or may hereafter be constituted or acquired.

#### **Project/Project Site**

Project or Project Site shall mean those areas designated in writing by the Owner for performance of the Work and such additional areas as may be designated in writing by the Owner or the General Contractor for Subcontractor's use in performance of the Work.

The term "Site" shall specifically include: 4568 East Cactus Road, Phoenix, AZ 85032

#### **Prime Subcontractor(s)**

The person, entity or other party that has a signed Contract with the General Contractor to perform Work at the Project Site.

#### **Sub-Subcontractor(s)**

The person, entity or other party that has a signed Contract with a Prime Subcontractor to perform Work at the Project Site or the person, entity or other party that is performing work under Contract for a Sub-Subcontractor.

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### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

#### **Subcontractor(s)**

Prime Subcontractors and Sub-Subcontractors.

#### **Subcontractor Enrolment**

Complete documents via the MWrap web portal for the Prime Subcontractor to participate in the OCIP as part of an enrolment package. The enrolment package will include contact information, location of records, general information regarding the Owner and the General Contractor and loss control program.

#### **Work**

Operations as fully described in the Contract, performed at or emanating directly from the Project Site.

#### **Vendor/Supplier**

A person or entity that supplies materials or equipment for work, including that fabricated to a special design, but who does not perform labor at the site.

## Exhibit B-2

## OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

### Section Three

## Project Contact Directory

**OCIP Brokerage and Administration****Marsh**

OCIP Project Manager	Laronda McGee Phone: 214 303 8343 Email: <a href="mailto:laronda.s.mcgee@marsh.com">laronda.s.mcgee@marsh.com</a>
OCIP Assistant Project Manager	Cory Mack Phone: 214 236 6324 Email: <a href="mailto:cory.mack@marsh.com">cory.mack@marsh.com</a>
OCIP Project Administrator	Jessica Moraski Phone: 865.769.7702 Email: <a href="mailto:cipadmin.faxes@marsh.com">cipadmin.faxes@marsh.com</a>
OCIP Client Executive	Steve Wilson Phone: 214 303 8460 Email: <a href="mailto:steven.e.wilson@marsh.com">steven.e.wilson@marsh.com</a>
OCIP Claims Contact	Kevin McClelland Phone: 214 303 8330 Email: <a href="mailto:kevin.mcclelland@marsh.com">kevin.mcclelland@marsh.com</a>

**OCIP Sponsor/Owner****Paradise Valley Apartment Holdings, LLC**

Owner Representative	Brandon Finnie Phone: 951 440 5653 Email: <a href="mailto:bfinnie@mcrtrust.com">bfinnie@mcrtrust.com</a>
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**General Contractor****MCRT Southwest Construction LLC**

Vice President	Ken Frank Phone: 601 641 8861 Email: <a href="mailto:kfrank@mcrtrust.com">kfrank@mcrtrust.com</a>
Project Manager	Jim Donaldson Phone: 602 320 7270 Email: <a href="mailto:jdonaldson@mcrtrust.com">jdonaldson@mcrtrust.com</a>
Senior Superintendent	Calen Tattersall Phone: 443 597 9230 Email: <a href="mailto:ctattersall@mcrtrust.com">ctattersall@mcrtrust.com</a>
General Superintendent / Safety	Joe Giaramita Phone: 602 609 4515 Email: <a href="mailto:jgiaramita@mcrtrust.com">jgiaramita@mcrtrust.com</a>

Marsh

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### OCIP Manual

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OCIP Insurance Manual

#### MCRT Southwest Construction LLC

Project Billing Manager	Maria Frank Phone: 480 980 1548 Email: <a href="mailto:mfrank@mcrtrust.com">mfrank@mcrtrust.com</a>
OCIP Coordinator Risk Manager	Josh Poteete Phone: 214 845 6446 Mobile: 214 608 1816 Email: <a href="mailto:jpoteete@mcrtrust.com">jpoteete@mcrtrust.com</a>

#### Insurer/Claims

##### General Liability

Carrier:	Sedgwick Claims Management Services Phone: 800 267 1676 Email: <a href="mailto:5201EverestNational@sedgwick.com">5201EverestNational@sedgwick.com</a> Fax: 1 866 579 9969
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Marsh

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## Exhibit B-2

## OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

**Section Four****Insurance Provided by Paradise Valley Apartment Holdings, LLC**

This section provides a brief description of OCIP coverages and other project specific coverage provided by the Owner. You should refer to the actual policies for details concerning coverage, exclusions and limitations. Participation in the OCIP is mandatory but not automatic.

The OCIP will provide the Enrolled Party with insurance described in this section. This insurance will terminate on the date of the substantial completion of the Work, except for the extended completed operations coverage (including coverage for repair work per the Contract) up to 10 years or equivalent statute of repose, whichever is shorter.

Coverage will apply only to work performed at the Project Site and will extend to covered operations of the Enrolled Party performed on or incidental to Work at the Project Site.

Such insurance will not include coverage for products liability for any product(s) manufactured, assembled, or otherwise worked upon away from the Project Site for any Enrolled Party or Excluded Party performing such off- site work.

**Commercial General Liability Insurance**

Insurer	Everest Indemnity Insurance Company
AM Best Rating	A+ XV
Policy No.	GA8GL00032-251
Policy Term	December 18, 2025 to December 18, 2030
<b>Coverage Limits</b>	
Each Occurrence	\$2,000,000
Medical Payments (Any One Person)	Excluded
Personal Injury/Advertising	\$2,000,000
General Aggregate	\$4,000,000
Products Completed Operations Aggregate	\$4,000,000
<b>Deductible</b>	
Each Occurrence	\$50,000

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## OCIP Manual

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OCIP Insurance Manual

**Excess Liability Insurance****1st Layer Excess**

Insurer	Steadfast Insurance Company
AM Best Rating	A+ XV
Policy No.	SXS5668148-00
Policy Term	December 18, 2025 to December 18, 2030
Coverage Limits	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

**2nd Layer Excess**

Insurers	Axis Insurance Company
AM Best Ratings	A+ XV
Policy No.	P-001-001768226-01
Policy Term	December 18, 2025 to December 18, 2030
Coverage Limits	
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000

**3rd Layer Excess**

Insurers	Crum & Forster Specialty Insurance Company (50% Quota Share) Texas Insurance Company (50% Quota Share)
AM Best Rating	Crum & Forster A XI Texas Insurance A- IV
Policy No.	Crum & Forster – SEO-151407 Texas Insurance – JTI25RXRWP-04793-01
Policy Term	December 18, 2025 to December 18, 2030
Coverage Limits	
Each Occurrence	\$15,000,000
General Aggregate	\$15,000,000

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## OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

<b>4th Layer Excess</b>	
Insurers	Lloyd's of London (40% Quota Share) Arch Specialty Insurance Company (40% Quota Share) Everest Indemnity Insurance Company (20% Quota Share)
AM Best Rating	Lloyd's - A+ XV Arch - A XII Everest - A+ XV
Policy No.	Lloyd's – FLEX-XS-25-0043 Arch – UXP1063561-00 Everest – GB1EX00044-251
Policy Term	December 18, 2025 to December 18, 2030
Coverage Limits	
Each Occurrence	\$25,000,000
General Aggregate	\$25,000,000

All General Liability and Excess Liability Limits are dedicated, per project limits and will apply to all insureds combined.

### Contractors Pollution

Insurer	Ironshore Specialty Insurance Company
AM Best Rating	A XIV
Policy No.	ICELLUW00156648
Policy Term	October 4, 2024 to October 4, 2007
Coverage Limits	
Coverage A, Each Loss	\$5,000,000
Coverage B, Each Loss	\$5,000,000
Aggregate	\$10,000,000
Deductible	\$50,000 Each Occurrence

Contractors' equipment and materials not incorporated into the completed Project are NOT covered under the OCIP.

### Miscellaneous Coverage Conditions

Primary And Non-Contributing: Commercial General Liability, Umbrella/Excess and Builders Risk insurance is primary insurance and non-contributing with any other insurance carried by the Enrolled Parties.

Assignment: In consideration of the Owner purchasing OCIP insurance described earlier in this section, the Enrolled Parties will assign to the Owner all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance that the Owner provides under the OCIP, all of which will insure to the benefit of the OCIP. The Enrolled Parties will effect this

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### OCIP Manual

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OCIP Insurance Manual

assignment by completing enrollment form via the MWrap web portal as found in Section 8 of this manual.

**Waiver of Subrogation Rights:** To the extent allowable by law, the Enrolled Parties waive any and all subrogation rights in connection with the performance of the Work to the extent such subrogation rights are a) not the result of any intentional wrongful act or omission of the party causing such loss and b) are covered losses under the insurance provided by the Owner.

#### **Loss Obligation**

The Subcontractor shall pay to the General Contractor, an amount up to the Subcontractor's non-OCIP deductible (as evidenced on the Subcontractor's General Liability policy declaration page in effect at the time of the loss) or \$50,000, whichever is less, for loss, to the extent that such loss is payable under the OCIP General Liability policy and is attributable to the Subcontractor's Work, acts, errors or omissions, or acts, errors or omissions of any of its Sub-Subcontractors of any tier, or any other entity or party for whom the Subcontractor may be responsible. The General Contractor may charge back the loss obligation to any Subcontractor it deems responsible.

#### **If the Owner Elects Not to Continue the OCIP**

If the Owner, for any reason, is unable to furnish coverage, elects to discontinue the OCIP, modifies the limits of liability provided in the OCIP, or requests that an Enrolled Party withdraw from the OCIP, then the Owner or its representatives will provide ninety (90) days written notice to Enrolled Parties.

Enrolled Parties will obtain and maintain, during the performance of the remaining Work, the insurance defined in Section 6 Insurance Requirements for Excluded Parties if not addressed in your contract documents. The Owner will no longer be obligated to furnish all or a part of the insurance through the OCIP. The form, content, limits of liability and cost of such replacement insurance and the insurer issuing such insurance secured by the Enrolled Party will be subject to the Owner approval. Owner approval will not be unreasonably delayed or withheld.

Enrolled Parties will be reimbursed for the cost of their insurance based on the method identified in their subcontract documents.

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### OCIP Manual

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OCIP Insurance Manual

#### **Section Five**

#### **Prime Subcontractor / Sub-Subcontract Responsibilities**

Subcontractors are responsible for reporting and maintaining certain records as outlined in this section.

All Subcontractors of any tier are required to cooperate with the Owner, the General Contractor and the OCIP Administrator in all aspects of OCIP operation and administration. Responsibilities of the Prime Subcontractor or Sub-Subcontractor include:

- Identify the cost of insurance provided by the OCIP and ensure it is removed from its bids
- Enroll in the OCIP via the MWrap Contractor Portal
- Include OCIP provisions in all subcontracts as appropriate
- Provide timely evidence of insurance to the Owner, the General Contractor, and the OCIP Administrator via the MWrap Contractor Portal
- Notify the Owner, the General Contractor, the OCIP Administrator of all awarded lower-tier subcontracts
- Cooperate with the OCIP Administrator's requests for information
- Comply with insurance, claim and safety procedures
- Notify the Owner, General Contractor, and the OCIP Administrator immediately of any insurance cancellation or non-renewal (Prime Subcontractor or Sub-subcontractor required insurance).

#### **Subcontractor Bids – Net of Insurance Costs**

The Owner is paying the premiums associated with the OCIP coverages identified in Section 4 of this manual. Therefore, each Subcontractor, as defined in this Manual, is required to remove from its bid, cost for the insurance coverage provided under the OCIP, including insurance costs of their lower tier subcontractors. This cost is regardless of risk financing technique the Prime Subcontractor or Sub-subcontractor employs for its General Liability exposures, including but not limited to insurance premiums, expected losses with any retention or deductible amount, loss handling expenses and administrative expenses in cases where Prime Subcontractor or Sub-subcontractor insurance is subject to loss sensitivity.

Change Order Procedures Net Bid - Enrolled Parties are to price change orders and remove their cost of insurance provided under the OCIP.

For assistance or questions regarding Enrolled Parties versus Excluded Parties, please refer to the Definitions Section of the Manual and/or contact the OCIP Administrator listed in the Directory of this Manual.

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### OCIP Manual

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OCIP Insurance Manual

The enrolled Subcontractor agrees:

- that the Owner, the General Contractor, the OCIP Administrator and/or the OCIP insurers may, but are not required to audit the Subcontractor(s) records to confirm the removal of insurance costs of coverage provided by the OCIP, including change orders;
- and warrants that the Owner or General Contractor is entitled to and may collect insurance costs developed as a result of audits or changes agreed to in connection with the Work;
- to provide insurance records, policy documents, certificates of self-insurance and such other documents as may be requested in order to assure the accuracy of insurance data;
- failure of a Prime Subcontractor or Sub-subcontractor to enforce the enrollment of a Sub-subcontractor(s) of any tier does not relieve the Prime Subcontractor or Sub-subcontractor of the financial responsibility for their insurance cost removal. The Owner and General Contractor maintain the right to pursue insurance cost removal for all Subcontractors of any tier.
- Costs for overlapping insurance coverage maintained by the Enrolled Parties will not be reimbursable.

### How to Enroll in the OCIP

Prior to the start of any work at the Project Site, all Subcontractors any tier must submit their Application for Enrollment and upload all OCIP required Insurance Enrollment Forms to the documents section of its enrollment on the MWrap Contractor Portal in order to bind coverage under the OCIP. Complete a separate OCIP Enrollment Form online for EACH Subcontractor who plans to perform work on the project site.

All Contractors must use Marsh's online **MWrap Contractor Portal** system to enroll in the OCIP program and perform other important functions outlined in this Section.

**MWrap Contractor Portal link:** <https://MWrap.Marsh.com/contractorportal>

All processes referenced in this Section are found on the MWrap Contractor Portal. The MWrap Contractor Portal Instructions can be found on-line. Registration and Logon instructions are included in Section 8 of this manual.

In addition to the Insurance Enrollment Form, the Subcontractor will provide the Owner, the General Contractor and the OCIP Administrator with a Certificate of Insurance and any endorsements evidencing non-CIP coverage outlined in Section 6 and in the General Contractor's subcontract agreement.

**Note:** The OCIP Administrator must be notified of all Subcontractor activity, including but not limited to, Prime Subcontractor or Sub-subcontractor Notice of Contract Award and Notice of Work Completion.

Once a Subcontractor's enrollment package is complete, the OCIP Administrator will either provide a Certificate of Insurance evidencing OCIP coverage for an Enrolled contractor or provide an Exclusion Letter if their work, performed on the Project Site, is deemed an "Excluded" scope.

**Note:** Direct **all** questions regarding this procedure to the OCIP Administrator. (see Section 3)

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### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

## Cooperation

The Enrolled Parties:

Use the MWrap Contractor Portal to submit all required insurance information.

Furnish to the Owner, General Contractor, the OCIP Administrator and/or the OCIP Insurer all information and documentation, which is required in connection with the OCIP.

Permit the Owner, General Contractor, OCIP Administrator and/or the OCIP Insurer to audit the Enrolled Parties' books and records with respect to the OCIP.

Promptly comply with the requirements, obligations and recommendations of the Owner, the General Contractor, its insurance representative or the OCIP program to ensure proper OCIP administration and coverage remains intact as specified in this document. If the Enrolled Parties fail to comply with any requirement, obligation or recommendation, the Owner or the General Contractor may withhold any payments due the Enrolled or Excluded Parties until they perform the requirements, obligations and recommendations as required by their contract.

Cooperate with the Owner and the OCIP Administrator with regard to administration and operation of the OCIP Program.

## OCIP Insurer Audits

The OCIP insurer(s) may audit the Enrolled Parties upon enrollment, annually and/or at time of close-out.

## Notice of Work Completion – Close-out of Each Contract

The General Contractor will close out each Contract as the Enrolled Parties complete their Work. Retention release is on completion of the successful closeout of all subcontracts of any tier..

The Enrolled Parties must complete the closeout via the MWrap Contractor Portal for each contract that has completed their work on the Project Site. After successful Closeout submission, the awarding contractor is required to verify the closeout by checking Higher Tier Approval via the MWrap Contractor Portal.

The OCIP Administrator will verify with the awarding contractor that the information submitted by the Subcontractor is correct. The OCIP Administrator will confirm that all items for the OCIP are current and accurate and will close-out the Subcontractor's OCIP file.

Once close-out is complete, copies of all close-out information will be given to the awarding contractor.

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### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

#### **Section Six**

#### **Prime Subcontractor and Sub-Subcontractor Insurance Requirements**

Subcontractors are required to maintain coverage to protect against losses that occur away from the Site or that are otherwise, not covered under the OCIP.

#### **Insurance Required for Enrolled Contractors**

The OCIP provides coverage for Work at the Project Site only.

All Subcontractors, of any tier, shall, at their own expense, purchase and maintain in a company or companies licensed to do business in the state where this project is located such insurance as will protect the Subcontractor, Owner and their officers, partners, agents, representatives and employees from claims of the type and minimum limits set forth below:

Issue evidence of coverage on a standard Accord form, or a pre-approved substitute acceptable to the Owner.

A. Non-OCIP Limits of Liability Insurance Requirements

1. **Commercial General Liability.** Coverages not less than the following minimum limits:

\$2,000,000	General Aggregate (per Project Aggregate)
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$2,000,000	Products/Completed Operations Aggregate

Coverage requirements:

- a. Railroad Protective Liability, where such exposure exists.

2. **Business Automobile Liability.** Coverages not less than the following minimum limits:

\$1,000,000	Combined Single Limit Bodily Injury and Property Damage
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3 **Workers Compensation and Employer's Liability Insurance.** Coverages not less than the following minimum limits:

Statutory Workers Compensation (Part A)	
Employer's Liability	
\$1,000,000	Bodily Injury Each Accident
\$1,000,000	Bodily Injury Each Employee

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**NOTE: SUBCONTRACTORS MUST CERTIFY THAT THEY AND THEIR SUB-SUBCONTRACTORS ARE NOT USING LEASED EMPLOYEES WITHOUT PROOF OF WORKERS COMPENSATION COVERAGE FOR THOSE EMPLOYEES.**

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4. **Professional Liability.** If Contractor is providing professional services of any kind, including, but not limited to architectural, engineering or surveying services, Subcontractor shall provide and maintain professional liability insurance having minimum annual limits of no less than

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### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

\$1,000,000 per claim. In addition, maintain coverage for a period of at least 10 (ten) years after final payment to Subcontractor(s) or the duration of the applicable statute of limitations, whichever is shorter

5. **Contractors Equipment.** Subcontractors are required to procure and maintain, at their own expense, property and equipment insurance for their own equipment while at the jobsite. If the Subcontract Agreement provides for payment for such Work stored off the site or in transit, evidence of satisfactory insurance maintained by the Subcontractor is a condition of payment.
  - B. Coverage identified above is subject to the following additional terms and conditions:
    1. **Insurer Requirements, Rating and Forms.** The Prime Subcontract and Sub-subcontractor's insurance coverage must be written with insurance companies approved by the State's Department of Insurance to provide such insurance coverage in the State where the work is performed and must be written under that State's Department of Insurance standard forms or forms of policies satisfactory to the Owner. All such insurers must be reasonably acceptable to the Owner and, other than the insurer(s) providing the Workers' Compensation Insurance Coverage, maintain a rating no less than A- VII as shown in the most current issue of A.M. Best's Rating Guide.
    2. **Occurrence Basis.** When commercially available, all such policies shall be written on an Occurrence (not Claims made) basis.
    3. **Primary Liability.** Endorse all liability policies, carried and maintained by the Subcontractor, with primary and non-contributory carried by the Owner with respect to the Subcontractor's operations.
    4. **Evidence of Insurance.** Prior to beginning Work at this project site, each Subcontractor must furnish the OCIP Administrator via the MWrap Contractor Portal, certificates of insurance evidencing coverages 1, 2, and 3 above on an Accord Certificate or a pre-approved substitute form. Renewal certificates are due prior to the applicable expiration date.
- A sample certificate is available at the end of this section.**
5. **Additional Requirements** include:
    - i. Owner as a Certificate Holder with correct mailing address.
    - Paradise Valley Apartment Holdings, LLC  
c/o Marsh USA, Inc.  
1717 Main Street, Suite 4400  
Dallas, TX 75201
    - ii. Insured's name, which must match the name on the Agreement
    - iii. Full name of the insurance companies, policy number and coverage term of each line of coverage and signature of authorized representative of insurance company.
    - iv. Producer of the certificates with correct address and phone listed.
    - v. Attach Additional Insured and Waiver of Subrogation endorsements.
    - vi. Include Professional Liability if applicable
    - viii. Evidence Property or Contractor's Equipment or materials stored off the site or in transit, if required.

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### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

#### **6. Additional Insured.**

Paradise Valley Apartment Holdings, MCRT Paradise Valley LLC, Paradise Valley JV, LLC, Griffin Capital Qualified Opportunity Zone Fund IV, L.P., Griffin Capital QOZ IV, LLC, MCRT Southwest Construction LLC, Mill Creek Residential Trust LLC, Mill Creek Residential Services LLC and their parents, subsidiaries and affiliated companies will be afforded Additional Insureds status by endorsement on Commercial General Liability, Auto Liability, Excess/Umbrella, and all other Liability policies carried and maintained by the Subcontractor. Additional Insured coverage is with respect to liability arising out of the Subcontractor's Work performed on behalf of the Owner. Workers' Compensation is excluded from this requirement. Acceptable endorsement forms include ISO CG 2010 04 13 and CG 2037 04 13 or their equivalent, subject to Owner's approval.

**7. Waiver of Subrogation.** Provide Waiver of Subrogation in favor of all Additional Insureds on Commercial General Liability, Auto Liability, Workers' Compensation/Employers liability, Excess/Umbrella, and all other liability policies.

**8. Alternate Employer** Endorsement required for the Workers' Compensation/Employers liability policies.

**9. Written 30 day notice of cancellation.**

### **Insurance Required for Excluded Parties**

Any Subcontractor excluded from enrolling in the OCIP will obtain and maintain, and will require each Sub-subcontracor to obtain and maintain, insurance as specified in their signed agreement.

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## OCIP Manual

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### Sample Certificate required from Subcontractor for Off-Site Coverage

<b>Non-OCIP Certificate of Insurance</b>		Date Issued:			
<i>PRODUCER [Name, Address &amp; Telephone #]</i>		This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
<i>INSURED</i>  <b>YOUR NAME AND ADDRESS</b>		<b>COMPANIES AFFORDING COVERAGE</b>			
		COMPANY A			
		COMPANY B			
		COMPANY C			
		COMPANY D			
<b>COVERS</b>					
This is to certify that the Policies listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE		MUST COVER THE CONTRACT DATE		GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OPS AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one Person) \$5,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident)
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OR LOCALLY PRESCRIBED EQUIVALENT IN THE STATE OF [State]			<input checked="" type="checkbox"/> STATUTORY LIMITS EL EACH ACCIDENT \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000	
	<input type="checkbox"/> CONTRACTOR'S EQUIPMENT. Full replacement value "All Risk" Property Insurance for Subcontractors Tools, Personal Property, or Equipment, whether Owned, Rented, or Leased. MCRT Southwest Construction LLC shall be named as loss payee under such policy if such equipment is owned by, leased by or borrowed from MCRT Southwest Construction LLC				EACH OCCURRENCE
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTION)</b>					
Paradise Valley Apartment Holdings, LLC, MCRT Paradise Valley LLC, Paradise Valley JV, LLC, Griffin Capital Qualified Opportunity Zone Fund IV, L.P., Griffin Capital QOZ IV, LLC, MCRT Southwest Construction LLC, Mill Creek Residential Trust LLC, Mill Creek Residential Services LLC and their parents, subsidiaries and affiliated companies are Additional Insureds with respect to liability arising out of the Named Insured's work performed on behalf of Paradise Valley Apartment Holdings, LLC (except for Workers Compensation) and Waiver of Subrogation. General Liability and Excess Liability are for off-site coverage only. The above described policies contain a 30 day notice of cancellation to the certificate holder.					
<b>CERTIFICATE HOLDER</b>					
Paradise Valley Apartment Holdings, LLC c/o Marsh USA, Inc. 1717 Main Street, Suite 4400 Dallas, TX 75201		CANCELLATION. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. AUTHORIZED SIGNATURE:			
THIS CERTIFICATE MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE, AGENT OR BROKER					

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## OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

## Section Seven

### Online Portal Instructions

Subcontractor is required to submit information via the MWrap Contractor Portal. User access is initiated when a Notice of Subcontract is completed and initial login instructions are provided below. Portal Instructions for required forms can be found in the documents section of your enrollment on the Portal or by clicking the "?" at the top of the screen. The instructions include the following information:

- Notice of Subcontract
- Insurance Enrollment Form
- Notice of Work Completion
- Certificate of Insurance requirements
- Available reports

For questions, contact the OCIP Project Administrator or the General Contractor Project Administrator identified in the Project Contact Directory (Section 3)

### Notice of Subcontract

When a user is identified in the Notice of Subcontract Award, by their parent contract, the user received an email with a link to register and log into the MWrap Contractor Portal. The email contains the assigned User Name and contains a login link valid for one time use.

Create a password following the rules outlined immediately below the entry fields.

Press [Continue].

**MARSH & MCLENNAN COMPANIES**

Welcome to the MWrap Contractor Portal!

Please enter your new password below.

Enter New Password

Enter Confirm Password

**>Password Requirements:**

- Password should be at least 7 characters in length.
- Password should contain 3 different characters (alpha, numeric, special character).
- User is required to change password every 90 days.
- User cannot reuse previous 2 passwords.
- Password can only be changed once in a 24 hour period.
- Password should not contain username.

**CONTINUE**      **Cancel Application**

Use the [click here](#) hyperlink in the success message to move to the login screen. Provide your user name and newly created password to complete the log in process.

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### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

## **Section Eight**

### **Claim Reporting Procedures**

This section describes basic procedures for reporting bodily injury and damage incidents to the project.

All Subcontractors will:

- Strictly adhere to specific guidelines for the reporting incidents involving their own employees or their Sub-subcontractor's employees. Subcontractor will instruct their employees to report all incidents **immediately** to their company supervisor. Each Subcontractor, of any tier, will **immediately** notify the General Contractor Project Manager listed in the Directory of this Manual.
- Promptly provide, upon request, any additional information regarding the incident and will cooperate fully in all incidents and claim related investigations.

Any fines assessed for late reported claims are the responsibility of the Subcontractor.

**Incident Reporting Forms are available from the General Contractor Project Safety Coordinator.**

### **General Liability Claim Reporting**

Personal injury or property damage sustained by a third party constitutes a reportable event. For all such incidents, the Subcontractor must notify the General Contractor Project Safety Coordinator, by phone, that an incident has occurred and complete a Project Incident Report within 24 hours.

**NOTE:** All available facts and information, including names of witnesses, must be documented as soon as possible following an incident.

Coverage responds to a claim or judgment for which the Owner, its agents, Subcontractors of any tier are legally obligated to pay, and for defense costs. Resultant loss of use of third party damaged property is included under the general liability claim program.

### **Automobile Incident and Claim Reporting**

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Subcontractor to report accidents involving their automobiles to their own insurers.

HOWEVER, report all auto-related accidents occurring in or around the job to the General Contractor Project Safety Manager and complete a Project incident report within 24 hours. An investigation will ensue to identify liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.) Subcontractors are requirement to cooperate with the investigation and inquires.

## Exhibit B-2

### OCIP Manual

Paradise Valley Apartment Holdings, LLC

OCIP Insurance Manual

## Workers Compensation Incident and Claim Reporting

No coverage is provided for Workers Compensation accidents under the OCIP. It is the sole responsibility of each Subcontractor to report accidents involving their employees to their own insurers.

HOWEVER, report all incidents involving employees or Subcontractor's employees to the General Contractor Project Safety Manager and complete a Project incident report within 24 hours. The investigation will document potential liabilities for future reference. Subcontractors are required to cooperate with the investigation and inquiries.

## Other Claim Related Services

### Detailed Claim Listings

Detailed claim listings are distributed upon request.

### Claim Review

Claim reviews may include the Owner, General Contractor, Project Safety Representatives, Insurer Representatives, Marsh, and the Subcontractor representatives as needed. Participation is mandatory

## Lawsuits and Citations

Forward all lawsuits (i.e. summons and complaint, citation and/or petition) filed against any entity insured by this program **on the date of receipt, by express overnight mail** to the following individuals:

Marsh USA Claims Department  
Attention: Kevin McClelland  
4400 Comerica Bank Tower  
1717 Main Street  
Dallas, TX 75201-7357  
Phone: 214 303 8330  
Fax: 214 303 8014  
Email: [kevin.mcclellan@marsh.com](mailto:kevin.mcclellan@marsh.com)

And copy to:

1. Paradise Valley Apartment Holdings, LLC - Risk Manager
2. MCRT Southwest Construction LLC - Project Manager

Retain a copy of all information sent for your files.

## Exhibit B-2

### OCIP Manual



This document and any recommendations, analysis, or advice provided by Marsh (collectively, the "Marsh Analysis") are intended solely for the entity identified as the recipient herein ("you"). This document contains proprietary, confidential information of Marsh and may not be shared with any third party, including other insurance producers, without Marsh's prior written consent. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, accounting, tax, or legal advice, for which you should consult your own professional advisors. Any modeling, analytics, or projections are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party with regard to the Marsh Analysis or to any services provided by a third party to you or Marsh. Marsh makes no representation or warranty concerning the application of policy wordings or the financial condition or solvency of insurers or reinsurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage. All decisions regarding the amount, type or terms of coverage shall be your ultimate responsibility. While Marsh may provide advice and recommendations, you must decide on the specific coverage that is appropriate for your particular circumstances and financial position. By accepting this report, you acknowledge and agree to the terms, conditions, and disclaimers set forth above.

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Exhibit B-2

OCIP Manual

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**Exhibit B-2****OCIP Manual****Exhibit B-3****Insurance Requirements for Subcontractors / Sub-subcontractors Excluded from the OCIP**

Subcontractor shall at all times provide and maintain, and require its Sub-Subcontractors to provide and maintain the following types and the following minimum limits of insurance, subject to the conditions and requirements also set forth below. None of the requirements contained herein, including but not limited to requirements relating to types and limits of coverage, are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by the Subcontractor under this Subcontract Agreement or as otherwise provided by law.

**A. COVERAGE REQUIRED**

- 1.a. Commercial General Liability Insurance.** Subcontractor shall provide and maintain commercial general liability insurance ("CGL Insurance") covering Bodily Injury, Personal and Advertising Injury, Property Damage and Products and Completed Operations. The CGL Insurance shall be provided on an occurrence based coverage form at least as broad as the most recent edition of Commercial General Liability Coverage Form (CG 00 01) as published by the Insurance Services Office, Inc. ("ISO").
- 1.b. Limits.** Subcontractor shall maintain CGL Insurance, and, if necessary, commercial umbrella insurance (which complies with all the terms of this Exhibit) with limits of insurance of not less than the minimum limits set forth in the following table:

**Type I** (demolition, excavation, concrete piles, masonry, fire protection, asbestos abatement, framing, roofing, siding, plumbing, HVAC, elevators, waterproofing, electrical, hydraulic and mobile lattice boom cranes with hoisting capacities in excess of 12 tons) \$5,000,000 per occurrence

**Type II** (window suppliers, landscaping, gypcrete, miscellaneous iron, ornamental metals, mold prevention, finish carpentry, insulation, firestopping, caulking, storefront drywall, security, access control and all other trades not Type I, III, IV or V) \$3,000,000 per occurrence

**Type III** (flooring, doors, painting, appliances, kitchen cabinets and outdoor fireplaces) \$2,000,000 per occurrence

**Type IV** (window treatments, final cleaning, signage and trash control) \$1,000,000 per occurrence

**Type V** (tower cranes and operation) \$25,000,000 per occurrence

- 1.c. Additional Terms.** Without limiting the foregoing, the CGL Insurance required herein shall comply with the following:

- i. Aggregate limits of insurance in the amounts required above, dedicated to the Project;
- ii. No modification to or deletion of the definition of "insured contract";

### Exhibit B-3

- iii. The Products-Completed Operations insurance must be maintained for a period of no less than 10 (ten) years after substantial completion and acceptance of the Project, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is shorter;
  - iv. Explosion, collapse, and underground damage to property of others (XCU) must not be excluded;
  - v. Employees must be included as named insureds;
  - vi. There can be no insured vs. insured (cross-suits) exclusion, and the policies will provide for cross-liability coverage as would be achieved under the standard ISO "separation of insureds" clause;
  - vii. There will be no exclusion for water intrusion or water damage;
  - viii. There will be no for-rent multifamily exclusion applicable to Subcontractor's Work on the Project;
  - ix. The limits of insurance shall not be eroded by defense costs;
  - x. There will be no exclusion for earth movement;
  - xi. There shall be no exclusion for the insureds' vicarious liability, strict liability, or statutory liability, including, without limitation, liability pursuant to any State labor laws;
  - xii. Coverage shall apply to bodily injury to employees of Subcontractor, and to employees of any entity performing work on Subcontractor's behalf;
  - xiii. No Professional Liability exclusion broader than ISO form 22 79 07 98;
  - xiv. There shall be no exclusion(s) based on the nature of the Subcontractor's Work, including, without limitation, any Classification Limitation endorsements applicable to the Subcontractor's Work;
  - xv. There shall be no limitations or exclusions based on the existence or applicability of project-specific insured issued to the Additional Insureds (as that term is defined below);
  - xvi. There will be no anti-pyramiding exclusion, or exclusion limiting coverage to damages which first begin to occur within the policy period; and
  - xvii. There will be no third-party-over action exclusions or similar endorsements or limitations.
2. **Business Automobile Liability Insurance.** Subcontractor shall provide and maintain business automobile liability insurance on a current ISO form or equivalent and cover "any auto", including all owned, hired and non-owned vehicles used in connection with the Work, subject to the following minimum limits:

### Exhibit B-3

\$1,000,000 Each occurrence and Each Accident for Bodily Injury  
 \$1,000,000 Property Damage Liability  
 \$1,000,000 Combined Single Limit Each Accident

Such coverage shall be primary and non-contributory to any coverage available to the Owner and/or Contractor, and shall include, without limitation, loading and unloading, uninsured and underinsured motorist coverage, and medical payment protection.

3. **Workers' Compensation/Employers' Liability Insurance.** Subcontractor shall provide and maintain during the term of the Work, including any warranty periods, Workers' Compensation Insurance Coverage for all of Subcontractor's workers at the site of the Project, with statutory required limits. In case any work is sublet, the Subcontractor shall require all Sub-Subcontractors similarly to provide Workers' Compensation insurance for all the latters' employees unless such employees are covered by the protection afforded by the Subcontractor, or, when applicable, Subcontractor has complied with the requirements for joint agreements with independent Subcontractors under applicable law. No "alternative" form of coverage, including self-insurance, will be accepted under any condition ("Occupational Accident and Excess Employers Indemnity Policies" are not acceptable.)

Additionally, Subcontractor shall maintain during the term of the Work Employers' Liability Coverage with limits of \$1,000,000 Bodily Injury per Accident/Employee; \$1,000,000 Bodily Injury per Disease/Employee; and \$1,000,000 Policy limit by disease.

4. **Umbrella/Excess Liability Insurance.** Excess/Umbrella Liability Insurance may be used to provide the policy limits for the CGL Insurance and Business Automobile Liability Insurance required by this Exhibit. Excess/Umbrella Liability Insurance shall follow form to the CGL Insurance and Business Automobile Liability Insurance and shall "drop down" for defense and indemnity in the event of exhaustion of the underlying insurance. The Excess/Umbrella Liability Insurance shall also comply with the requirements of Article B of this Exhibit, set forth below.

5. **Professional Liability Insurance.** If Subcontractor employs licensed professionals in any capacity, including, but not limited to, architectural, engineering or surveying professionals, Subcontractor shall provide and maintain professional liability insurance having annual minimum limits of no less than \$1,000,000 per claim. This coverage must be maintained for a period of at least 10 (ten) years after final payment to Subcontractor, or the duration of the applicable Statute of Repose, whichever is shorter. If Subcontractor employs no licensed professionals, Subcontractor shall provide endorsement CG 22 80 or CG 22 79.

## B. OTHER TERMS AND CONDITIONS

1. **Sub-Subcontractors Insurance.** All requirements in this Exhibit that Subcontractor is obligated to perform shall likewise be imposed upon, assumed and performed by each of its Sub-Subcontractors. Subcontractor and each Sub-Subcontractor shall execute with their Sub-Subcontractors a written agreement, which shall include all such requirements. Subcontractor will be liable for any claim, damage, loss, cost or expense arising from reductions, changes, or deletions in Sub-Subcontractors' insurance that deviates from the requirements of this Exhibit. Subcontractor will maintain evidence of insurance from all

### Exhibit B-3

Sub-Subcontractors and make such evidence of insurance available to Contractor upon request.

2. **Insurer Requirements, Rating and Forms.** All insurance required under this Exhibit must be written with insurance companies authorized by the State in which the Project is located to provide such insurance coverage. All such insurers must be reasonably acceptable to Contractor and rated no less than A- VIII as shown in the most current issue of A.M. Best's Key Rating Guide.
3. **Occurrence Basis.** All insurance required under this Exhibit, other than Professional Liability, shall be written on an Occurrence (not claims made) basis.
4. **Deductibles and Self-Insured Retentions.** All deductibles and self-insured retention amounts (except as expressly set forth in this Subcontract Agreement) must be approved in writing by Contractor. Any and all deductibles in the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Subcontractor. Coverage afforded to the additional insureds, as defined below, shall not be conditioned on the payment of any deductible or retention.
5. **Additional Insured.** All insurance required by this Exhibit (excluding only Workers' Compensation and Professional Liability insurance, where required) shall name the following parties as additional insureds: [Paradise Valley Apartment Holdings, LLC, MCRT Paradise Valley LLC, Paradise Valley JV LLC, Griffin Capital Qualified Opportunity Zone Fund IV, L.P., Griffin Capital QOZ IV, LLC, Mill Creek Residential Trust LLC, Mill Creek Operating Company LLC, Mill Creek Southwest LLC, and Fifth Third Bank, National Association] and each of their respective related entities, parents, members, affiliates, lenders, directors, officers, representatives, agents, and employees, all parties required to be indemnified by this Subcontract Agreement, and all other parties as reasonably requested by Contractor (hereinafter, collectively the "Additional Insureds"). With respect to the CGL Insurance, additional insured status must be provided using an endorsement form at least as broad as the ISO Additional Insured Endorsement Form CG 20 10 10 01 or ISO Additional Insured Endorsement CG 20 10 04 13 and CG 20 37 04 13 (or their combined equivalent). It is the intent of the parties to this Subcontract Agreement that this Additional Insured status shall include, without limitation, coverage for completed operations and for the Contractor's and/or Owner's negligence (but only to the extent allowed by applicable law). The coverage provided to the Additional Insureds must be at least as broad as that provided to the first named insured on each policy. In the event that any policy provided in compliance with this Exhibit states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the parties to this Subcontract Agreement agree that nothing in this Subcontract Agreement or Exhibit is intended to restrict or limit the breadth of such coverage.
6. **Primary / Non-Contributing Liability.** All liability policies required to be furnished and maintained by Subcontractor and its Sub-Subcontractors, including primary CGL Insurance and Excess / Umbrella insurance, shall state that the insurance provided to the Additional Insureds is primary and non-contributory to any other insurance (including primary, excess, self-insurance, or on any other basis) that may be available to the Additional Insureds.

## Exhibit B-3

7. **Minimum Limits.** The limits of insurance provided by Subcontractor shall be the greater of the limits maintained in the normal course of Subcontractor's business or the minimum limits specified in this Exhibit. The limits of insurance stated above for each type of insurance are minimum limits only. In the event Subcontractor's policy provides greater limits, then the Additional Insureds shall be entitled to, or to share in, the full limits of such policy, and this Exhibit shall be deemed to require such full limits.
  8. **Waivers of Subrogation.** To the fullest extent permitted by law, all insurance Subcontractor furnishes in compliance with this Exhibit shall include a waiver of subrogation in favor of the Additional Insureds.
  9. **Evidence of Insurance.** At least fifteen (15) days before commencing performance of the Work, Subcontractor (and those Sub-Subcontractors requested by Owner and/or Contractor) must furnish to Contractor a Certificate of Insurance ("COI"), indicating the Project and evidencing all coverages required under this Exhibit. **Subcontractor may also be required to provide electronic copies of the actual CGL Insurance and Umbrella/Excess insurance policies required under this Exhibit.** Any renewals, changes in coverage, or replacements in coverage shall be similarly documented and forwarded at least ten (10) days prior to expiration or change. **In the event Subcontractor fails to timely provide its COI and electronic copies of its policies pursuant to this Section, or in the event that Subcontractor's insurance fails to comply with this Insurance Exhibit, Contractor may, in its sole discretion, direct that Subcontractor be prohibited from starting and/or continuing Work on the Project. In the event that the Additional Insureds' insurance pays any claim that would have been paid by Subcontractor's insurance but for Subcontractor's failure to comply with the terms of this Exhibit, Subcontractor shall be liable to Contractor for a penalty as follows: for Type I Subcontractors, \$250,000.00; for Type II Subcontractors, \$100,000.00; for Type III Subcontractors, \$75,000.00; for Type IV Subcontractors, \$50,000.00; and for Type V Subcontractors, \$500,000.00.** A Subcontractor's failure to provide a COI and/or copies of its policies as set forth above shall not relieve it of its responsibility to carry and maintain the insurance required by this Exhibit, and Contractor's failure to demand or inspect a COI and/or copies of the Subcontractor's policies, and/or Contractor's decision not to prohibit Subcontractor from starting or continuing Work on the Project, is not a waiver of any requirement contained in this Exhibit.
- Updated Certificates of Insurance evidencing all coverages required under this Exhibit must be provided annually (at policy renewal or replacement) during all times Subcontractor is on site and throughout the warranty period.
10. **Notice of Cancellation, Reduction or Expiration.** The CGL, Excess/Umbrella Liability, and Business Automobile Liability policies (whether by policy language or endorsement) must provide for thirty (30) days' prior written notice of cancellation or non-renewal to Contractor (by certified mail, return receipt requested). Information concerning reduction of limits on account of claims paid or to be paid shall be furnished by the Subcontractor to Contractor within three (3) business days of when Subcontractor learns that revised or reduced limits are likely. When Subcontractor becomes aware of cancellation, expiration or reduction in coverage or available limits, Subcontractor within three (3) business days shall notify Contractor in writing and procure other policies of insurance that meet all requirements of this Subcontract Agreement. Contractor shall be provided a policy endorsement from each insurance carrier.

## Exhibit B-3

11. **Additional Required Insurance.** Owner may elect at any time during the term of this Subcontract Agreement to require Subcontractor to procure and maintain other or additional insurance. Notice of such election shall be given at least thirty (30) days prior to the effective date of the required modifications. Any additional costs incurred by these parties for this Project's allocated share of additional insurance shall be reimbursed by Owner without markup.
12. **No Limitation on Liability.** The amount and types of insurance coverage required to be provided by Subcontractor and/or Sub-Subcontractors herein, including any limitation on Subcontractor's obligation to include Contractor, Owner and related parties as Additional Insureds on Subcontractor's liability policies, shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Sub-Subcontractors.
13. **Builder's Risk.** Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the State where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-Subcontractors in the Project. Without limitation of other remedies against Subcontractor, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to its Work and/or damage to other work caused by Subcontractor. Subcontractor shall procure and maintain, at its own expense, insurance for its own property and equipment stored on the Project site, off the site or in transit, including, but not limited to, all tools, scaffolding, hoists and cranes. Neither Owner nor Contractor will be liable for any loss or damage whatsoever to Subcontractor's or Sub-subcontractor's property or equipment or any such property or equipment leased or borrowed by Subcontractor or Sub-subcontractor. Subcontractor on its behalf and on behalf of its Sub-subcontractors waives all claims and rights against Owner and Contractor and any agents and employees as to claims and damages, to the extent covered by available Builder's Risk or any other property or equipment insurance applicable to the Subcontractor's Work that the Subcontractor has purchased or was required to purchase under this Subcontract Agreement, except such rights as it may have to the proceeds of such insurance.
14. **Contractor's Right To Terminate or Cure.** Failure of Subcontractor or one or more of its Sub-Subcontractors to secure and maintain insurance with the coverages and limits required by this Subcontract Agreement shall be a material breach of this Subcontract Agreement entitling Contractor, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Subcontractor for work on the Project, (ii) terminate the Subcontractor for cause, and (iii) purchase replacement insurance at the expense of the Subcontractor. Subcontractor consents to Contractor procuring replacement insurance in Subcontractor's name and Subcontractor will cooperate in all respects with Contractor's efforts in this regard. Alternatively, at Contractor's discretion, Contractor may purchase a Contractor's protective policy or other similar policy that affords to Contractor coverages and limits providing reasonably equivalent protections as Contractor would have received if Subcontractor and its Sub-Subcontractors maintained the insurance required by this Subcontract Agreement. Contractor's costs incurred in finding replacement insurance or a Contractor's protective policy shall either be reimbursed directly by Subcontractor or may be offset against amounts owed by Contractor to Subcontractor.

Exhibit B-3

- 15.** **No Waiver.** Any waiver or modification of the insurance requirements stated in this Exhibit must be agreed to in writing by Contractor.
- 16.** **No Limitation.** IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE APPLICABILITY OF ANY OF THE INSURANCE COVERAGE THAT CONTRACTOR MAY REQUIRE FROM SUBCONTRACTOR, THEN SUBCONTRACTOR SHALL BE REQUIRED TO OBTAIN COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS EXHIBIT SHALL BE READ TO CONFORM TO SUCH LAW.

**Exhibit C**

**Payment and Performance Bonds**

**Payment and Performance Bonds will not be required**

Exhibit D-1

Final Lien and Claim Waivers and Releases

**Conditional Waiver and Release on Progress Payment**

Project: Modera Paradise Valley

Job No.: 970019

On receipt by the undersigned of a check from MCRT Southwest Construction LLC in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Paradise Valley Apartment Holdings, LLC located at 4580 East Cactus Road Phoenix, AZ 85032 to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to MCRT Southwest Construction LLC, through \_\_\_\_\_ only and does not cover any retention, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Exhibit D-1

Final Lien and Claim Waivers and Releases

**Unconditional Waiver and Release on Progress Payment**

Project: Modera Paradise Valley

Job No.: 970019

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for all labor, services, equipment or material furnished to the jobsite or to MCRT Southwest Construction LLC on the job of Paradise Valley Apartment Holdings, LLC located at 4580 East Cactus Road Phoenix, AZ 85032 and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to MCRT Southwest Construction LLC through \_\_\_\_\_ only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you

Exhibit D-1

Final Lien and Claim Waivers and Releases

**Conditional Waiver and Release on Final Payment**

Project: Modera Paradise Valley

Job No.: 970019

On receipt by the undersigned of a check from MCRT Southwest Construction LLC in the sum of \$ \_\_\_\_\_ payable to [ \_\_\_\_\_ ] and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job of Paradise Valley Apartment Holdings, LLC located at 4580 East Cactus Road Phoenix, AZ 85032. This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to MCRT Southwest Construction LLC, except for disputed claims in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Exhibit D-1

Final Lien and Claim Waivers and Releases

**Unconditional Waiver and Release on Final Payment**

Project: Modera Paradise Valley

Job No.: 970019

The undersigned has been paid in full for all labor, services, equipment or material furnished to the jobsite or to MCRT Southwest Construction LLC, on the job of Paradise Valley Apartment Holdings, LLC located at 4580 East Cactus Road Phoenix, AZ 85032 and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

**Exhibit E**

**Project Schedule**

Please see attached Exhibit E

Exhibit F

Modifications to Standard Subcontract Agreement

Not Applicable

## Exhibit G

## Tax Exemptions Certificates



**Arizona Form  
5005**

**Arizona Department of Revenue**

**Contractor's Certificate  
Prime Contracting and MRRA**

The purpose of this Certificate is to provide a subcontractor with the validation required for prime contracting transaction privilege tax (TPT) exemption, and for exemption from liability for an amount equal to retail TPT on materials incorporated or fabricated into maintenance, repair, replacement or alteration (MRRA) projects. The Certificate can be provided for a particular project, for a period of time, or until revoked. This Certificate establishes liability of the contractor issuing it for the prime contracting TPT and/or the amount equal to the retail TPT; therefore, it must be completed by the contractor assuming the liability. The asterisked (\*) items must be completed; otherwise, the Certificate is not valid. The Department may disregard this Certificate pursuant to A.R.S. § 42-5008.01 or A.R.S. § 42-5075.E if the Certificate is incomplete or erroneous. If disregarded, the subcontractor accepting the Certificate will have the burden of proving (pursuant to A.R.S. § 42-5008.01 or A.R.S. § 42-5075.D), that it is not liable for the prime contracting TPT and/or the amount equal to the retail TPT.

**Prime contractor should provide this Certificate to the subcontractor(s) and retain a copy for their records.**

**A. Contractor**

* Name  MCRT Southwest Construction LLC	* TPT License # (if none, write "N/A - MRRA only") <b>21478604</b>		
* Address  15210 North Scottsdale Road	* City, Town or Post Office  Scottsdale	* State  AZ	* ZIP Code  85251
AZ Contractor License Number  AZ ROC 339147	* Phone Number  (480) 980-1548		
<input type="checkbox"/> I am a Native American Contractor working on the reservation established for my tribe. (Provide your Tribal Business License or Tribal Number above.) I am performing contracting work for a <input type="checkbox"/> Native American member or <input type="checkbox"/> the Tribe for which the reservation is established named below. Name of Tribe			

**B. Subcontractor**

* Name	* TPT License # (if none, write "N/A - MRRA only")		
* Address	* City, Town or Post Office	* State	* ZIP Code
AZ Contractor License Number	* Phone Number		

**C\*. Type of Certificate (check one and provide requested information)**

<input type="checkbox"/> Single Project Certificate <b>*PROJECT DESCRIPTION</b> * (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)  Project Designation (see instructions for definitions) <input type="checkbox"/> MRRA <input type="checkbox"/> Modification	<b>OR</b>	<input checked="" type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information).* <input checked="" type="checkbox"/> Period From: <u>01/01/2026</u> Through: <u>12/31/2026</u> <input type="checkbox"/> Until revoked  * NOTE: Blanket Certificate indicates the prime contractor is responsible for every contract during the period regardless of contract designation. <input type="checkbox"/> Specific Project Exclusion:  <input type="checkbox"/> Description: _____ Designation: <input type="checkbox"/> MRRA <input type="checkbox"/> Modification
--	-----------	--

I hereby certify that I am the contractor issuing this form or I have authority to sign this Certificate on behalf of Contractor. I understand that by executing this Certificate, Contractor is licensed for TPT purposes and is assuming the prime contracting TPT liability and/or the amount equal to retail TPT liability applicable to the above referenced project(s).

DocuSigned by:  
  
 SIGNATURE  
8223496900BC44F...

Regional Vice President Construction  
 TITLE

Ken Frank  
 PRINT NAME  
12/16/2025 | 4:13 PM MST  
 DATE SIGNED

## Exhibit G

### Tax Exemptions Certificates

#### Contractor's Certificate Instructions

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##### **GENERAL INSTRUCTIONS**

In order to ensure the effectiveness of the Certificate, all required fields must be completed.

- A. The "NAME", "ADDRESS", and "TPT LICENSE NUMBER" fields of the Contractor section must be completed. The contractor is the entity responsible for the tax.

A contractor who is Native American, working on the reservation established for their tribe will mark the box indicating this.

A contractor working for the Native American or the Tribe on the reservation established for the Tribe will mark the box indicating this. The name of the Tribe must also be included.

- B. The "NAME", "ADDRESS", and "TPT LICENSE" fields of the Subcontractor section must be complete.

- C. Either the "Single Project Certificate" box or the "Blanket Certificate" box of the Type of Certificate section must be checked.

- If the "Single Project Certificate" box is checked, the "PROJECT DESCRIPTION" must be supplied. The project description must be sufficient to identify the location of the single project or the Certificate will be deemed incomplete by the Department.
- Additionally, if the "Single Project Certificate" box is checked, a project designation description must be provided. See below for definitions.
- If the "Blanket Certificate" box is checked, either the "From: Through:" box or the "Until revoked" box must be checked. If the "From: Through:" box is checked, the "From: Through:" dates must be provided. The "Specific Project Exclusion" box is optional and allows the "Prime Contractor" to exclude specific projects or time periods from the Blanket Certificate. If the "Specific Project Exclusion" box is checked, details including the project's description and designation or the excluded time periods must be provided.
- The "SIGNATURE", "TITLE", "PRINT NAME" and "DATE SIGNED" FIELDS of the Signature section must be completed.

**Failure to complete these fields as specified may result in the Department disregarding the incomplete Certificate.**

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##### **MRRA AND MODIFICATION DEFINITIONS**

**Maintenance:** The upkeep of property or equipment.

**Repair:** Returning existing property to a usable state from a partial or total state of inoperability or non-functionality.

**Replacement:** Removal from service of existing property of a: (i) component; or (ii) system; or (iii) type of tangible personal property, and replacement with another one that provides the: (i) same; or (ii) similar; or (iii) upgraded design or functionality; regardless of whether the existing component or system or existing tangible personal property is physically removed from the existing property.

**Component:** One of the parts of a compound or complex whole; helping to make up the whole of something. A component may be part of a system.

**System:** A regularly interacting or interdependent group of items (or components) forming a unified whole.

**Tangible personal property installed in existing property:** Property installed into existing real property that can still be identified after installation, that does not lose its character and can be removed in essentially the same form.

**Alteration:** An activity or action that causes a direct physical change (e.g., adding or expanding square footage) to existing property that cannot be classified as maintenance, repair or replacement and that is under the following thresholds. For *residential* property (see explanation below) the alteration amount is less than 25% of the property's value as determined by the county assessor. For *commercial* property (see explanation below), the alteration amount is for less than \$750,000. If the above thresholds are exceeded, then the project is a modification project (see below).

**Modification:** Activities encompassing "ground up" construction, grading and leveling ground, and wreckage or demolition, or other new contracting activity where none previously existed to the extent such activity cannot otherwise be characterized as maintenance, repair, replacement or alteration ("MRRA").

**Residential:** Existing property classified as class two property and that is used for residential purposes (see A.R.S. § 42-12002(1)(c)); class three property (see A.R.S. § 42-12003), or class four property (see A.R.S. § 42-12004).

**Commercial:** All other existing property not classified as residential (classes one, five, six, seven, eight, and nine). See A.R.S. §§ 42-12001, 42-12005, 42-12006, 42-12007, 42-12008, and 42-12009.

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##### **RETROACTIVE EFFECT**

If a Certificate is not signed contemporaneously with the commencement of a contracting project intended to be within the scope of the Certificate, the Department will accept the Certificate as evidence of the alleged facts. However, the person receiving the Certificate may not receive the benefit of the Certificate if the Department determines that any of the facts set forth in the Certificate are inaccurate.

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##### **ASSUMPTION OF TPT LIABILITY**

In most instances, the entity assuming the transaction privilege tax liability for the contracting project(s) referenced in the Certificate will legally be the prime contractor for such project(s). However, in some instances such entity may not legally be the prime contractor for such project(s). If an entity is not the prime contractor for such project(s), the Certificate will nevertheless be effective and will subject such entity to the transaction privilege tax liability of the entity receiving the Certificate.

## **Exhibit E - Project Schedule**

Data date: 31-Aug-25

Remaining Level of Effort ◆ ◆ Milestone

Actual Level of Effort

Actual Work

## Remaining Work

#### **Critical Remaining Work**

MODERA PARADISE VALLEY

Activity ID	Activity Name	OD	Start	Finish	Total Float	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
						2026	2027	2028	2029																					
PER-1040	Civil City Review	44	22-Sep-25	20-Nov-25	17																									
PER-1060	Building City Review	44	22-Sep-25	20-Nov-25	20																									
PER-1080	Building Resubmission	15	21-Nov-25	11-Dec-25	20																									
PER-1100	Civil Resubmission	15	21-Nov-25	11-Dec-25	17																									
PER-1120	Building City Review and Final Approval	22	12-Dec-25	13-Jan-26	20																									
PER-1140	Civil City Review and Final Approval	22	12-Dec-25	13-Jan-26	17																									
PER-1160	Civil Permits Issued	5	14-Jan-26	21-Jan-26	17																									
PER-1180	Building Permits Issued	5	14-Jan-26	21-Jan-26	20																									
<b>Contracting</b>		113	19-Sep-25	01-Mar-26	33																									
CR-1000	GMP Set Bidding	14	19-Sep-25	08-Oct-25	1																									
CR-1020	Sub Bid Due Date	1	08-Oct-25	08-Oct-25	1																									
CR-1040	Bid Leveling	10	09-Oct-25	22-Oct-25	1																									
CR-1060	Finalizing Draft GMP	7	23-Oct-25	31-Oct-25	1																									
CR-1100	Development & Design Team Approving Clarifications and GMP	5	03-Nov-25	07-Nov-25	1																									
CR-1080	Construction/Development VE	10	03-Nov-25	14-Nov-25	2																									
CR-1120	Development GMP Review with Griffin	5	10-Nov-25	14-Nov-25	2																									
CR-1140	GMP 100% Finalized and Executed	6	10-Nov-25	17-Nov-25	1																									
CR-1160	Go to War Presentation	1	18-Nov-25	18-Nov-25	1																									
CR-1190	Closing	22	19-Nov-25	18-Dec-25	1																									
CR-1200	Coordinate / Mob for Pre-NTP	59	19-Dec-25	15-Feb-26	1																									
CR-1210	Coordinate Full NTP	14	16-Feb-26	01-Mar-26	45																									
<b>Subcontracting</b>		75	19-Dec-25	07-Apr-26	371																									
SC-1000	Contract - Div 3 Concrete	25	19-Dec-25	26-Jan-26	29																									
SC-1140	Contract - Div 4 Masonry	25	19-Dec-25	26-Jan-26	171																									
SC-1160	Contract - Div 6 Framing	25	19-Dec-25	26-Jan-26	164																									
SC-1200	Contract - Div 13 Pools	25	19-Dec-25	26-Jan-26	421																									
SC-1020	Contract - Div 14 Elevators	25	19-Dec-25	26-Jan-26	199																									
SC-1040	Contract - Div 22 Plumbing	25	19-Dec-25	26-Jan-26	228																									
SC-1240	Contract - Div 23 Mechanical	25	19-Dec-25	26-Jan-26	227																									
SC-1060	Contract - Div 26 Electrical	25	19-Dec-25	26-Jan-26	13																									
SC-1080	Contract - Div 31 Earthwork	25	19-Dec-25	26-Jan-26	17																									
SC-1100	Contract - Div 33 Utilities	25	19-Dec-25	26-Jan-26	17																									
SC-1120	Contract - Div 5 Metals	25	19-Dec-25	26-Jan-26	106																									
SC-1300	Contract - Div 7 Roofing/Insulation	25	27-Jan-26	03-Mar-26	171																									
SC-1180	Contract - Div 9 Drywall/Paint	25	27-Jan-26	03-Mar-26	334																									
SC-1320	Contract - Div 10 Specialties	25	27-Jan-26	03-Mar-26	207																									
SC-1340	Contract - Div 11 Appliances	25	27-Jan-26	03-Mar-26	342																									
SC-1360	Contract - Div 12 Cabinets Countertops	25	27-Jan-26	03-Mar-26	228																									
SC-1220	Contract - Div 21 Fire Protection	25	27-Jan-26	03-Mar-26	231																									
SC-1260	Contract - Div 27 Telecom	25	27-Jan-26	03-Mar-26	297																									
SC-1380	Contract - Div 28 Access Control / Security	25	27-Jan-26	03-Mar-26	335																									
SC-1400	Contract - Div 32 Site Improvements	25	27-Jan-26	03-Mar-26	266																									
SC-1280	Contract - Div 8 Openings/Storefront	25	27-Jan-26	03-Mar-26	199				</td																					

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029											
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
PRO-1210	Prep/Submit/Approve/Fab/Deliver - Plumbing	90	27-Jan-26	03-Jun-26	228																								
PRO-1120	Prep/Submit/Approve/Fab/Deliver - Mechanical Equipment	95	27-Jan-26	10-Jun-26	227																								
PRO-1220	Prep/Submit/Approve/Fab/Deliver - Windows / Storefront	80	04-Mar-26	25-Jun-26	199																								
PRO-1230	Prep/Submit/Approve/Fab/Deliver - Appliances	80	04-Mar-26	25-Jun-26	342																								
PRO-1140	Prep/Submit/Approve/Fab/Deliver - Sprinklers	90	04-Mar-26	10-Jul-26	231																								
PRO-1200	Prep/Submit/Approve/Fab/Deliver - Fire Alarm	90	04-Mar-26	10-Jul-26	207																								
PRO-1180	Prep/Submit/Approve/Fab/Deliver - Skin	100	04-Mar-26	24-Jul-26	171																								
PRO-1080	Prep/Submit/Approve/Fab/Deliver - Elevators	130	27-Jan-26	31-Jul-26	229																								
PRO-1160	Prep/Submit/Approve/Fab/Deliver - Cabinets	135	04-Mar-26	14-Sep-26	228																								
PRO-1100	Prep/Submit/Approve/Fab/Deliver - Lights	200	27-Jan-26	10-Nov-26	143																								
PRO-1060	Prep/Submit/Approve/Fab/Deliver - Electrical Gear	215	27-Jan-26	04-Dec-26	13																								
<b>CONSTRUCTION</b>		777	17-Feb-26	31-Mar-29	0																								
<b>SITE / CIVIL</b>		528	17-Feb-26	30-Mar-28	43																								
<b>Grading/Below Grade</b>		78	17-Feb-26	11-Jun-26	14																								
CIV-1000	SWPPP And Fencing Set up	10	17-Feb-26	03-Mar-26	0																								
CIV-1020	Demo/Water Main Abandonment	15	20-Feb-26	16-Mar-26	0																								
CIV-1030	Mass Grading	20	20-Feb-26	23-Mar-26	0																								
CIV-1050	Pad Certification / Blue Top	5	24-Mar-26	31-Mar-26	0																								
CIV-1100	Footing Staking & Underground P/E Coordination	10	01-Apr-26	14-Apr-26	0																								
CIV-1180	Underground Plumbing/Electrical Phase 1 / Garage	25	06-Apr-26	11-May-26	1																								
CIV-1190	Inspection - Phase 1	2	12-May-26	13-May-26	14																								
CIV-1210	Underground Plumbing/Electrical Phase 2	20	12-May-26	09-Jun-26	1																								
CIV-1220	Inspection - Phase 2	2	10-Jun-26	11-Jun-26	14																								
<b>Utilities</b>		210	06-Mar-26	02-Feb-27	246																								
<b>Storm</b>		31	12-Mar-26	27-Apr-26	26																								
CIV-1040	STRM: Garage Area Manhole and Mains	10	12-Mar-26	26-Mar-26	26																								
CIV-1090	STRM: North East Courtyard Manhole and Mains	7	03-Apr-26	13-Apr-26	29																								
CIV-1120	STRM: South East Courtyard Manhole and Mains	6	20-Apr-26	27-Apr-26	26																								
<b>Sewer</b>		39	06-Mar-26	04-May-26	373																								
CIV-1010	SEW: Abandon Northeast Existing Sewer Manhole	3	06-Mar-26	10-Mar-26	36																								
CIV-1070	SEW: Northeast Sewer Manhole	5	27-Mar-26	02-Apr-26	26																								
CIV-1080	STRM / SEW: Garage Area Inspection / Paving, Restoration	5	27-Mar-26	02-Apr-26	394																								
CIV-1110	SEW: South Sewer Manhole	10	03-Apr-26	17-Apr-26	26																								
CIV-1140	STRM / SEW: South Inspection / Paving, Restoration	5	28-Apr-26	04-May-26	26																								
<b>Fire Service</b>		29	24-Mar-26	05-May-26	372																								
CIV-1060	FIRE SER: Public Fire Hydrant Move	5	24-Mar-26	31-Mar-26	396																								
CIV-1130	FIRE SER: Fire Loop	17	03-Apr-26	28-Apr-26	76																								
CIV-1150	FIRE SER: Fire Marshall Inspection	4	29-Apr-26	04-May-26	76																								
CIV-1160	FIRE SER: Northeast Fire Line	5	29-Apr-26	05-May-26	363																								
<b>Water</b>		53	06-May-26	23-Jul-26	363																								
CIV-1170	WTR: Set Domestic Water Vault and Inspection	4	06-May-26	11-May-26	363																								
CIV-1200	UTIL: Inspection / Paving, Restoration NE	5	12-May-26	18-May-26																									



Remaining Level of Effort ◆ Milestone

### Actual Level of Effort

## Actual Work

## Remaining Work

## Critical Remaining Work

#### **MODERA PARADISE VALLEY**



Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029							
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
FRAM-1170	PH1W/L3: Fire Shaft Liner	2	26-Oct-26	27-Oct-26	0														I	PH1W/L3: Fire Shaft Liner					
FRAM-1200	PH1W/L4: Framing, Joisting, Decking Level 4 (16.5k SF)	7	28-Oct-26	06-Nov-26	0														I	PH1W/L4: Framing, Joisting, Decking Level 4 (16.5k SF)					
FRAM-1210	PH1W/L4: Wood Framing MCRT QC Level 4	2	09-Nov-26	10-Nov-26	0														I	PH1W/L4: Wood Framing MCRT QC Level 4					
FRAM-1220	PH1W/L4: Fire Shaft Liner	2	12-Nov-26	13-Nov-26	0														I	PH1W/L4: Fire Shaft Liner					
FRAM-1240	PH1W/L5: Framing, Joisting, Decking Level 5 (16.5k SF)	7	16-Nov-26	24-Nov-26	0														I	PH1W/L5: Framing, Joisting, Decking Level 5 (16.5k SF)					
FRAM-1260	PH1W/L5: Wood Framing MCRT QC Level 5	2	25-Nov-26	30-Nov-26	0														I	PH1W/L5: Wood Framing MCRT QC Level 5					
FRAM-1270	PH1W/L5: Fire Shaft Liner	2	01-Dec-26	03-Dec-26	0														I	PH1W/L5: Fire Shaft Liner					
FRAM-1290	PH1W/L6: Framing, Joisting, Decking Level 6 (16.5k SF)	7	04-Dec-26	14-Dec-26	0														I	PH1W/L6: Framing, Joisting, Decking Level 6 (16.5k SF)					
FRAM-1310	PH1W/L6: Wood Framing MCRT QC Level 6	2	15-Dec-26	17-Dec-26	0														I	PH1W/L6: Wood Framing MCRT QC Level 6					
FRAM-1330	PH1W/L6: Fire Shaft Liner	2	18-Dec-26	21-Dec-26	0														I	PH1W/L6: Fire Shaft Liner					
FRAM-1370	PH1W/RF: Roof Trusses, Decking, Cricketing	15	22-Dec-26	19-Jan-27	0														I	PH1W/RF: Roof Trusses, Decking, Cricketing					
FRAM-1380	PH1W: Pre-Gyp, Pre-Insulation, Pre-Rock	9	20-Jan-27	01-Feb-27	60														I	PH1W: Pre-Gyp, Pre-Insulation, Pre-Rock					
FRAM-1610	PH1W/RF: Mob / Coordinate Facade Start	10	20-Jan-27	02-Feb-27	30														I	PH1W/RF: Mob / Coordinate Facade Start					
<b>Phase 1N Framing (89 Units)</b>		78	20-Jan-27	18-May-27	21																				
FRAM-1400	PH1N/L1: Framing, Joisting, Decking Level 1 (21.8k SF)	8	20-Jan-27	29-Jan-27	0														I	PH1N/L1: Framing, Joisting, Decking Level 1 (21.8k SF)					
FRAM-1410	PH1N/L1: Wood Framing MCRT QC Level 1	2	01-Feb-27	02-Feb-27	0														I	PH1N/L1: Wood Framing MCRT QC Level 1					
FRAM-1430	PH1N/L1: Fire Shaft Liner	2	04-Feb-27	05-Feb-27	0														I	PH1N/L1: Fire Shaft Liner					
FRAM-1450	PH1N/L2: Framing, Joisting, Decking Level 2 (21.8k SF)	8	08-Feb-27	19-Feb-27	0														I	PH1N/L2: Framing, Joisting, Decking Level 2 (21.8k SF)					
FRAM-1470	PH1N/L2: Wood Framing MCRT QC Level 2	2	22-Feb-27	23-Feb-27	0														I	PH1N/L2: Wood Framing MCRT QC Level 2					
FRAM-1480	PH1N/L2: Fire Shaft Liner	2	25-Feb-27	26-Feb-27	0														I	PH1N/L2: Fire Shaft Liner					
FRAM-1520	PH1N/L3: Framing, Joisting, Decking Level 3 (21.8k SF)	8	01-Mar-27	11-Mar-27	0														I	PH1N/L3: Framing, Joisting, Decking Level 3 (21.8k SF)					
FRAM-1530	PH1N/L3: Wood Framing MCRT QC Level 3	2	12-Mar-27	15-Mar-27	0														I	PH1N/L3: Wood Framing MCRT QC Level 3					
FRAM-1540	PH1N/L3: Fire Shaft liner	2	16-Mar-27	17-Mar-27	0														I	PH1N/L3: Fire Shaft liner					
FRAM-1550	PH1N/L4: Framing, Joisting, Decking Level 4 (21.8k SF)	8	18-Mar-27	30-Mar-27	0														I	PH1N/L4: Framing, Joisting, Decking Level 4 (21.8k SF)					
FRAM-1570	PH1N/L4: Wood Framing MCRT QC Level 4	2	31-Mar-27	01-Apr-27	0														I	PH1N/L4: Wood Framing MCRT QC Level 4					
FRAM-1580	PH1N/L4: Fire Shaft Liner	2	02-Apr-27	05-Apr-27	0														I	PH1N/L4: Fire Shaft Liner					
FRAM-1590	PH1N: Pre-Gyp, Pre-Insulation, Pre-Rock	12	31-Mar-27	16-Apr-27	43														I	PH1N: Pre-Gyp, Pre-Insulation, Pre-Rock					
FRAM-1600	PH1N/RF: Roof Trusses, Decking, Cricketing	20	06-Apr-27	04-May-27	0														I	PH1N/RF: Roof Trusses, Decking, Cricketing					
FRAM-1620	PH1N/RF: Mob / Coordinate Facade Start	10	05-May-27	18-May-27	0														I	PH1N/RF: Mob / Coordinate Facade Start					
<b>Phase 2 Framing (183 Units)</b>		145	28-Aug-26	21-Apr-27	89																				
FRAM-1010	P2N/L1: Framing, Joisting, Decking Level 1 North (18k SF)	7	28-Aug-26	08-Sep-26	1														I	P2N/L1: Framing, Joisting, Decking Level 1 North (18k SF)					
FRAM-1020	P2N/L1: Wood Framing MCRT QC Level 1	2	09-Sep-26	10-Sep-26	1														I	P2N/L1: Wood Framing MCRT QC Level 1					
FRAM-1040	P2N/L1: Fire Shaft Liner	2	11-Sep-26	14-Sep-26	1														I	P2N/L1: Fire Shaft Liner					
FRAM-1060	P2N/L2: Framing, Joisting, Decking Level 2 North (18k SF)	7	15-Sep-26	24-Sep-26	1														I	P2N/L2: Framing, Joisting, Decking Level 2 North (18k SF)					
FRAM-1080	P2N/L2: Wood Framing MCRT QC Level 2	2	25-Sep-26	28-Sep-26	1														I	P2N/L2: Wood Framing MCRT QC Level 2					
FRAM-1090	P2N/L2: Fire Shaft Liner	2	29-Sep-26	01-Oct-26	1														I	P2N/L2: Fire Shaft Liner					
FRAM-1100	P2N/L3: Framing, Joisting, Decking Level 3 North (18k SF)	7	02-Oct-26	13-Oct-26	1														I	P2N/L3: Framing, Joisting, Decking Level 3 North (18k SF)					
FRAM-1120	P2N/L3: Wood Framing MCRT QC Level 3	2	14-Oct-26	15-Oct-26	1														I	P2N/L3: Wood Framing MCRT QC Level 3					
FRAM-1130	P2N/L3: Fire Shaft Liner	2	16-Oct-26	19-Oct-26	1														I	P2N/L3: Fire Shaft Liner					
FRAM-1160	P2N/L4: Framing, Joisting, Decking Level 4 North (18k SF)	7	20-Oct-26	29-Oct-26	1														I	P2N/L4: Framing, Joisting, Decking Level 4 North (18k SF)					
FRAM-1180	P2N/L4: Wood Framing MCRT QC Level 4	2	30-Oct-26	02-Nov-2																					



Remaining Level of Effort ◆ Milestones

Actual Level of Effort

Actual Work

## Remaining Work

#### Critical Remaining Work

MODERA PARADISE VALLEY

Remaining Level of Effort ◆ ◆ Milestone

Actual Level of Effort

Actual Wo

## Remaining Work

### Critical Remaining Work

MODERA PARADISE VALLE

Remaining Level of Effort ◆ ◆ Milestone

#### **Actual Level of Effort**

 Actual Work

## Remaining Work

#### Critical Remaining Work

MODERA PARADISE VALLEY

Remaining Level of Effort ◆ Milestone

### **Actual Level of Effort**

 Actual Work

## Remaining Work

## Critical Remaining Work

MODERA PARADISE VALLE

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029											
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
FNSH-1500	PH1W/3F: Set Tubs	2	11-Mar-27	12-Mar-27	75					I	PH1W/3F: Set Tubs																		
FNSH-1560	PH1W/3F: Fire Sprinkler Rough In	4	11-Mar-27	16-Mar-27	73					I	PH1W/3F: Fire Sprinkler Rough In																		
FNSH-1620	PH1W/3F: Fire Caulking/Stopping & Draft Stopping	2	17-Mar-27	18-Mar-27	73					I	PH1W/3F: Fire Caulking/Stopping & Draft Stopping																		
FNSH-1690	PH1W/3F: Frame Inspections	2	19-Mar-27	22-Mar-27	73					I	PH1W/3F: Frame Inspections																		
FNSH-1730	PH1W/3F: MEP Inspections	2	23-Mar-27	25-Mar-27	73					I	PH1W/3F: MEP Inspections																		
FNSH-1770	PH1W/3F: Final MEP/sprinkler/Frame Inspect	2	25-Mar-27	26-Mar-27	73					I	PH1W/3F: Final MEP/sprinkler/Frame Inspect																		
FNSH-2080	PH1W/3F: Insulation/insulation inspect	4	27-May-27	02-Jun-27	32					I	PH1W/3F: Insulation/insulation inspect																		
FNSH-2250	PH1W/3F: Drywall Hang / Nail inspect	6	07-Jun-27	14-Jun-27	30					I	PH1W/3F: Drywall Hang / Nail inspect																		
FNSH-2400	PH1W/3F: Mud Tape/Texture	6	15-Jun-27	23-Jun-27	33					I	PH1W/3F: Mud Tape/Texture																		
FNSH-2510	PH1W/3F: Rough Clean	2	24-Jun-27	25-Jun-27	36					I	PH1W/3F: Rough Clean																		
FNSH-2660	PH1W/3F: Set Doors & Trim + 1/4 Round	4	28-Jun-27	01-Jul-27	36					I	PH1W/3F: Set Doors & Trim + 1/4 Round																		
FNSH-2920	PH1W/3F: Prep & Paint Units	6	02-Jul-27	12-Jul-27	36					I	PH1W/3F: Prep & Paint Units																		
FNSH-3120	PH1W/3F: Hot Check	3	13-Jul-27	15-Jul-27	82					I	PH1W/3F: Hot Check																		
FNSH-3140	PH1W/3F: Cabinets Installation	4	13-Jul-27	16-Jul-27	36					I	PH1W/3F: Cabinets Installation																		
FNSH-3210	PH1W/3F: HVAC Start UP	2	16-Jul-27	19-Jul-27	82					I	PH1W/3F: HVAC Start UP																		
FNSH-3340	PH1W/3F: Counter Tops	4	19-Jul-27	22-Jul-27	36					I	PH1W/3F: Counter Tops																		
FNSH-3730	PH1W/3F: Back splash & Tub surround Tile	8	27-Jul-27	05-Aug-27	34					I	PH1W/3F: Back splash & Tub surround Tile																		
FNSH-3850	PH1W/3F: Electrical Trim	2	06-Aug-27	09-Aug-27	67					I	PH1W/3F: Electrical Trim																		
FNSH-3860	PH1W/3F: HVAC Trim	2	06-Aug-27	09-Aug-27	67					I	PH1W/3F: HVAC Trim																		
FNSH-3870	PH1W/3F: Sprinkler Trim	2	06-Aug-27	09-Aug-27	67					I	PH1W/3F: Sprinkler Trim																		
FNSH-3880	PH1W/3F: Low Volt Trim	2	06-Aug-27	09-Aug-27	67					I	PH1W/3F: Low Volt Trim																		
FNSH-4080	PH1W/3F: Flooring (Tile and Vinyl)	5	10-Aug-27	16-Aug-27	67					I	PH1W/3F: Flooring (Tile and Vinyl)																		
FNSH-4220	PH1W/3F: Plumbing Trim final	2	17-Aug-27	18-Aug-27	88					I	PH1W/3F: Plumbing Trim final																		
FNSH-4330	PH1W/3F: Appliance Install	6	17-Aug-27	24-Aug-27	68					I	PH1W/3F: Appliance Install																		
FNSH-4350	PH1W/3F: Final Clean	4	19-Aug-27	24-Aug-27	88					I	PH1W/3F: Final Clean																		
FNSH-4440	PH1W/3F: Unit Punch 1st Walk	2	25-Aug-27	26-Aug-27	88					I	PH1W/3F: Unit Punch 1st Walk																		
FNSH-4640	PH1W/3F: Unit Punch - 1st Walk Items	5	27-Aug-27	02-Sep-27	88					I	PH1W/3F: Unit Punch - 1st Walk Items																		
FNSH-4750	PH1W/3F: 3rd Party/City Inspections	10	25-Aug-27	08-Sep-27	123					I	PH1W/3F: 3rd Party/City Inspections																		
FNSH-4800	PH1W/3F: Powder Puff Clean	3	03-Sep-27	08-Sep-27	88					I	PH1W/3F: Powder Puff Clean																		
FNSH-5340	PH1W/3F: Completion List/Unit Acceptance	16	09-Sep-27	30-Sep-27	123					I	PH1W/3F: Completion List/Unit Acceptance																		
<b>Phase 1W - 4th Floor - (16 Units)</b>		164	19-Feb-27	13-Oct-27	115																								
FNSH-1190	PH1W/4F: Vent and Waste Rough In	4	19-Feb-27	25-Feb-27	65					I	PH1W/4F: Vent and Waste Rough In																		
FNSH-1280	PH1W/4F: Electrical and Low Voltage Box Installations	4	26-Feb-27	03-Mar-27	65					I	PH1W/4F: Electrical and Low Voltage Box Installations																		
FNSH-1310	PH1W/4F: Low Voltage Conduit Installation	4	01-Mar-27	04-Mar-27	82					I	PH1W/4F: Low Voltage Conduit Installation																		
FNSH-1370	PH1W/4F: Pre-Gyp	2	04-Mar-27	05-Mar-27	77					I	PH1W/4F: Pre-Gyp																		
FNSH-1400	PH1W/4F: Pre-Insulation	3	04-Mar-27	08-Mar-27	78					I	PH1W/4F: Pre-Insulation																		
FNSH-1650	PH1W/4F: Electrical Wiring, Including Home Runs	4	04-Mar-27	09-Mar-27	81					I	PH1W/4F: Electrical Wiring, Including Home Runs																		
FNSH-1660	PH1W/4F: Low Voltage Wiring	4	05-Mar-27	11-Mar-27	82					I	PH1W/4F: Low Voltage Wiring																		
FNSH-1480	PH1W/4F: HVAC Roughs	6																											



Activity ID	Activity Name	OD	Start	Finish	Total Float	2026			2027			2028			2029														
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
FNSH-3350	PH1W/5F: Set Doors & Trim + 1/4 Round	4	19-Jul-27	22-Jul-27	38																								
FNSH-3640	PH1W/5F: Prep & Paint Units	6	23-Jul-27	30-Jul-27	38																								
FNSH-3800	PH1W/5F: Hot Check	3	02-Aug-27	04-Aug-27	78																								
FNSH-3840	PH1W/5F: Cabinets Installation	4	02-Aug-27	05-Aug-27	38																								
FNSH-3950	PH1W/5F: HVAC Start UP	2	05-Aug-27	06-Aug-27	78																								
FNSH-4030	PH1W/5F: Counter Tops	4	06-Aug-27	11-Aug-27	38																								
FNSH-4360	PH1W/5F: Back splash & Tub surround Tile	8	18-Aug-27	27-Aug-27	34																								
FNSH-4480	PH1W/5F: Electrical Trim	2	30-Aug-27	31-Aug-27	61																								
FNSH-4490	PH1W/5F: HVAC Trim	2	30-Aug-27	31-Aug-27	61																								
FNSH-4500	PH1W/5F: Sprinkler Trim	2	30-Aug-27	31-Aug-27	61																								
FNSH-4510	PH1W/5F: Low Volt Trim	2	30-Aug-27	31-Aug-27	61																								
FNSH-4670	PH1W/5F: Flooring (Tile and Vinyl)	5	01-Sep-27	08-Sep-27	61																								
FNSH-4820	PH1W/5F: Plumbing Trim final	2	09-Sep-27	10-Sep-27	78																								
FNSH-4960	PH1W/5F: Appliance Install	6	09-Sep-27	16-Sep-27	64																								
FNSH-4970	PH1W/5F: Final Clean	4	13-Sep-27	16-Sep-27	78																								
FNSH-5010	PH1W/5F: Unit Punch 1st Walk	2	17-Sep-27	20-Sep-27	78																								
FNSH-5190	PH1W/5F: Unit Punch - 1st Walk Items	5	21-Sep-27	27-Sep-27	78																								
FNSH-5280	PH1W/5F: 3rd Party/City Inspections	10	17-Sep-27	30-Sep-27	107																								
FNSH-5300	PH1W/5F: Powder Puff Clean	3	28-Sep-27	30-Sep-27	78																								
FNSH-5640	PH1W/5F: Completion List/Unit Acceptance	16	01-Oct-27	25-Oct-27	107																								
<b>Phase 1W - 6th Floor - (14 Units)</b>		169	04-Mar-27	02-Nov-27	101																								
FNSH-1440	PH1W/6F: Vent and Waste Rough In	4	04-Mar-27	09-Mar-27	69																								
FNSH-1570	PH1W/6F: Electrical and Low Voltage Box Installations	4	11-Mar-27	16-Mar-27	69																								
FNSH-1580	PH1W/6F: Low Voltage Conduit Installation	3	12-Mar-27	16-Mar-27	85																								
FNSH-1640	PH1W/6F: Pre-Gyp	2	17-Mar-27	18-Mar-27	79																								
FNSH-1670	PH1W/6F: Pre-Insulation	3	17-Mar-27	19-Mar-27	80																								
FNSH-1840	PH1W/6F: Electrical Wiring, Including Home Runs	4	17-Mar-27	22-Mar-27	83																								
FNSH-1850	PH1W/6F: Low Voltage Wiring	4	17-Mar-27	22-Mar-27	85																								
FNSH-1720	PH1W/6F: Pre-Rock	4	19-Mar-27	25-Mar-27	79																								
FNSH-8450	PH1W/6F: Shim/Shave, Frame Sweep, Shear	4	23-Mar-27	29-Mar-27	83																								
FNSH-1800	PH1W/6F: Pre-Rock Inspection	2	26-Mar-27	29-Mar-27	79																								
FNSH-1810	PH1W/6F: HVAC Roughs	5	23-Mar-27	30-Mar-27	61																								
FNSH-1830	PH1W/6F: Set Tubs	2	30-Mar-27	31-Mar-27	79																								
FNSH-1880	PH1W/6F: Domestic Water Rough In	4	31-Mar-27	05-Apr-27	72																								
FNSH-1920	PH1W/6F: Fire Sprinkler Rough In	4	06-Apr-27	09-Apr-27	72																								
FNSH-1950	PH1W/6F: Fire Caulking/Stopping & Draft Stopping	2	12-Apr-27	13-Apr-27	72																								
FNSH-1960	PH1W/6F: Frame Inspections	2	15-Apr-27	16-Apr-27	72																								
FNSH-1970	PH1W/6F: MEP Inspections	2	19-Apr-27	20-Apr-27	72																								
FNSH-1980	PH1W/6F: Final MEP/sprinkler/Frame Inspect	2	20-Apr-27	21-Apr-27	72																								
FNSH-2350	PH1W/6F: Insulation/insulation inspect	4	15-Jun-27	21-Jun-27	38																								
FNSH-2880	PH1W/6F: Drywall Hang / Nail inspect	5	02-Jul-27	09-Jul-27	30																								
FNSH-3180	PH1W/6F: Mud Tape/Texture	5	13-Jul-27	19-Jul-27	33																								
FNSH-3400	PH1W/6F: Rough Clean / Gypcrete	4	20-Jul-27	23-Jul-27	41																								
FNSH-3610	PH1W/6F: Set Doors & Trim + 1/4 Round	4	26-Jul-27	29-Jul-27	41																								
FNSH-3890	PH1W/6F: Prep & Paint Units	6	30-Jul-27	06-Aug-27	41																								
FNSH-4040	PH1W/6F: Hot Check	3	09-Aug-27	11-Aug-27	78																								
FNSH-4100	PH1W/6F: Cabinets Installation	4	09-Aug-27	12-Aug-27	41																								
FNSH-4150	PH1W/6F: HVAC Start UP	2</td																											

Remaining Level of Effort ◆ Milestone

### Actual Level of Effort

## Actual Work

## Remaining Work

#### Critical Remaining Work

MODERA PARADISE VALLE

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029												
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
FNSH-4290	PH1W/6F: Counter Tops	4	13-Aug-27	18-Aug-27	41																	■ PH1W/6F: Counter Tops								
FNSH-4620	PH1W/6F: Back splash & Tub surround Tile	8	30-Aug-27	09-Sep-27	34																	■ PH1W/6F: Back splash & Tub surround Tile								
FNSH-4690	PH1W/6F: Electrical Trim	2	10-Sep-27	13-Sep-27	58																	■ PH1W/6F: Electrical Trim								
FNSH-4700	PH1W/6F: HVAC Trim	2	10-Sep-27	13-Sep-27	58																	■ PH1W/6F: HVAC Trim								
FNSH-4710	PH1W/6F: Sprinkler Trim	2	10-Sep-27	13-Sep-27	58																	■ PH1W/6F: Sprinkler Trim								
FNSH-4720	PH1W/6F: Low Volt Trim	2	10-Sep-27	13-Sep-27	58																	■ PH1W/6F: Low Volt Trim								
FNSH-4920	PH1W/6F: Flooring (Tile and Vinyl)	5	14-Sep-27	20-Sep-27	58																	■ PH1W/6F: Flooring (Tile and Vinyl)								
FNSH-4990	PH1W/6F: Plumbing Trim final	2	21-Sep-27	22-Sep-27	73																	■ PH1W/6F: Plumbing Trim final								
FNSH-5080	PH1W/6F: Appliance Install	5	21-Sep-27	27-Sep-27	62																	■ PH1W/6F: Appliance Install								
FNSH-5140	PH1W/6F: Final Clean	4	23-Sep-27	28-Sep-27	73																	■ PH1W/6F: Final Clean								
FNSH-5200	PH1W/6F: Unit Punch 1st Walk	2	29-Sep-27	30-Sep-27	73																	■ PH1W/6F: Unit Punch 1st Walk								
FNSH-5360	PH1W/6F: Unit Punch - 1st Walk Items	5	01-Oct-27	07-Oct-27	73																	■ PH1W/6F: Unit Punch - 1st Walk Items								
FNSH-5410	PH1W/6F: 3rd Party/City Inspections	10	28-Sep-27	12-Oct-27	102																	■ PH1W/6F: 3rd Party/City Inspections								
FNSH-5460	PH1W/6F: Powder Puff Clean	3	08-Oct-27	13-Oct-27	73																	■ PH1W/6F: Powder Puff Clean								
FNSH-5740	PH1W/6F: Completion List/Unit Acceptance	14	14-Oct-27	02-Nov-27	101																	■ PH1W/6F: Completion List/Unit Acceptance								
<b>Phase 1N - 1st Floor - (17 Units)</b>		156	05-May-27	20-Dec-27	112																									
FNSH-2040	PH1N/1F: Vent and Waste Rough In	5	05-May-27	11-May-27	31																	■ PH1N/1F: Vent and Waste Rough In								
FNSH-2070	PH1N/1F: Electrical and Low Voltage Box Installations	4	12-May-27	17-May-27	32																	■ PH1N/1F: Electrical and Low Voltage Box Installations								
FNSH-2090	PH1N/1F: Low Voltage Conduit Installation	4	13-May-27	18-May-27	47																	■ PH1N/1F: Low Voltage Conduit Installation								
FNSH-2100	PH1N/1F: HVAC Roughs	6	12-May-27	19-May-27	32																	■ PH1N/1F: HVAC Roughs								
FNSH-2120	PH1N/1F: Pre-Gyp	2	18-May-27	19-May-27	41																	■ PH1N/1F: Pre-Gyp								
FNSH-2150	PH1N/1F: Pre-Insulation	3	18-May-27	20-May-27	42																	■ PH1N/1F: Pre-Insulation								
FNSH-2180	PH1N/1F: Pre-Rock	4	20-May-27	25-May-27	41																	■ PH1N/1F: Pre-Rock								
FNSH-2190	PH1N/1F: Domestic Water Rough In	4	20-May-27	25-May-27	42																	■ PH1N/1F: Domestic Water Rough In								
FNSH-2230	PH1N/1F: Pre-Rock Inspection	2	26-May-27	27-May-27	41																	■ PH1N/1F: Pre-Rock Inspection								
FNSH-2290	PH1N/1F: Fire Sprinkler Rough In	4	26-May-27	01-Jun-27	42																	■ PH1N/1F: Fire Sprinkler Rough In								
FNSH-2300	PH1N/1F: Set Tubs	2	28-May-27	01-Jun-27	42																	■ PH1N/1F: Set Tubs								
FNSH-2460	PH1N/1F: Electrical Wiring, Including Home Runs	4	04-Jun-27	09-Jun-27	29																	■ PH1N/1F: Electrical Wiring, Including Home Runs								
FNSH-2470	PH1N/1F: Low Voltage Wiring	4	04-Jun-27	09-Jun-27	36																	■ PH1N/1F: Low Voltage Wiring								
FNSH-2540	PH1N/1F: Fire Caulking/Stopping & Draft Stopping	2	10-Jun-27	11-Jun-27	36																	■ PH1N/1F: Fire Caulking/Stopping & Draft Stopping								
FNSH-8460	PH1N/1F: Shim/Shave, Frame Sweep, Shear	4	10-Jun-27	15-Jun-27	34																	■ PH1N/1F: Shim/Shave, Frame Sweep, Shear								
FNSH-2600	PH1N/1F: Frame Inspections	2	16-Jun-27	17-Jun-27	34																	■ PH1N/1F: Frame Inspections								
FNSH-4110	PH1N/1F: MEP Inspections	2	12-Aug-27	13-Aug-27	0																	■ PH1N/1F: MEP Inspections								
FNSH-4160	PH1N/1F: Final MEP/sprinkler/Frame Inspect	2	13-Aug-27	16-Aug-27	0																	■ PH1N/1F: Final MEP/sprinkler/Frame Inspect								
FNSH-4310	PH1N/1F: Insulation/insulation inspect	4	17-Aug-27	20-Aug-27	0																	■ PH1N/1F: Insulation/insulation inspect								
FNSH-4600	PH1N/1F: Drywall Hang / Nail inspect	6	23-Aug-27	30-Aug-27	0																	■ PH1N/1F: Drywall Hang / Nail inspect								
FNSH-4860	PH1N/1F: Mud Tape/Texture	6	31-Aug-27	08-Sep-27	3																	■ PH1N/1F: Mud Tape/Texture								
FNSH-4930	PH1N/1F: Rough Clean	2																												

Activity ID	Activity Name	OD	Start	Finish	Total Float				2026				2027				2028				2029					
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
FNSH-5730	PH1N/1F: Low Volt Trim	2	21-Oct-27	22-Oct-27	35																I	PH1N/1F: Low Volt Trim				
FNSH-5850	PH1N/1F: Flooring (Tile and Vinyl)	5	25-Oct-27	29-Oct-27	35																■	PH1N/1F: Flooring (Tile and Vinyl)				
FNSH-5890	PH1N/1F: Plumbing Trim final	2	01-Nov-27	02-Nov-27	48																I	PH1N/1F: Plumbing Trim final				
FNSH-5950	PH1N/1F: Appliance Install	6	01-Nov-27	08-Nov-27	39															■	PH1N/1F: Appliance Install					
FNSH-5960	PH1N/1F: Final Clean	4	03-Nov-27	08-Nov-27	48															■	PH1N/1F: Final Clean					
FNSH-6020	PH1N/1F: Unit Punch 1st Walk	2	09-Nov-27	10-Nov-27	48															I	PH1N/1F: Unit Punch 1st Walk					
FNSH-6100	PH1N/1F: Unit Punch - 1st Walk Items	5	12-Nov-27	18-Nov-27	48															■	PH1N/1F: Unit Punch - 1st Walk Items					
FNSH-6120	PH1N/1F: 3rd Party/City Inspections	10	09-Nov-27	23-Nov-27	112															■	PH1N/1F: 3rd Party/City Inspections					
FNSH-6160	PH1N/1F: Powder Puff Clean	3	19-Nov-27	23-Nov-27	48															I	PH1N/1F: Powder Puff Clean					
FNSH-6460	PH1N/1F: Completion List/Unit Acceptance	17	24-Nov-27	20-Dec-27	112															■	PH1N/1F: Completion List/Unit Acceptance					
<b>Phase 1N - 2nd Floor - (24 Units)</b>		195	12-May-27	24-Feb-28	68																					
FNSH-2110	PH1N/2F: Vent and Waste Rough In	6	12-May-27	19-May-27	31															■	PH1N/2F: Vent and Waste Rough In					
FNSH-2200	PH1N/2F: Electrical and Low Voltage Box Installations	6	20-May-27	27-May-27	32															■	PH1N/2F: Electrical and Low Voltage Box Installations					
FNSH-2260	PH1N/2F: Low Voltage Conduit Installation	6	21-May-27	28-May-27	39															■	PH1N/2F: Low Voltage Conduit Installation					
FNSH-2280	PH1N/2F: HVAC Roughs	8	20-May-27	01-Jun-27	32															■	PH1N/2F: HVAC Roughs					
FNSH-2310	PH1N/2F: Pre-Gyp	2	28-May-27	01-Jun-27	34															I	PH1N/2F: Pre-Gyp					
FNSH-2340	PH1N/2F: Pre-Insulation	5	28-May-27	04-Jun-27	34															■	PH1N/2F: Pre-Insulation					
FNSH-2430	PH1N/2F: Pre-Rock	5	02-Jun-27	08-Jun-27	34															■	PH1N/2F: Pre-Rock					
FNSH-2450	PH1N/2F: Domestic Water Rough In	6	02-Jun-27	09-Jun-27	32															■	PH1N/2F: Domestic Water Rough In					
FNSH-2520	PH1N/2F: Pre-Rock Inspection	2	09-Jun-27	10-Jun-27	34															I	PH1N/2F: Pre-Rock Inspection					
FNSH-2590	PH1N/2F: Set Tubs	3	11-Jun-27	15-Jun-27	34															■	PH1N/2F: Set Tubs					
FNSH-2670	PH1N/2F: Electrical Wiring, Including Home Runs	6	10-Jun-27	17-Jun-27	29															■	PH1N/2F: Electrical Wiring, Including Home Runs					
FNSH-2680	PH1N/2F: Low Voltage Wiring	6	10-Jun-27	17-Jun-27	32															■	PH1N/2F: Low Voltage Wiring					
FNSH-2690	PH1N/2F: Fire Sprinkler Rough In	6	10-Jun-27	17-Jun-27	32															■	PH1N/2F: Fire Sprinkler Rough In					
FNSH-2850	PH1N/2F: Fire Caulking/Stopping & Draft Stopping	3	21-Jun-27	23-Jun-27	32															■	PH1N/2F: Fire Caulking/Stopping & Draft Stopping					
FNSH-8470	PH1N/2F: Shim/Shave, Frame Sweep, Shear	6	21-Jun-27	28-Jun-27	29															■	PH1N/2F: Shim/Shave, Frame Sweep, Shear					
FNSH-2960	PH1N/2F: Frame Inspections	2	29-Jun-27	30-Jun-27	29															I	PH1N/2F: Frame Inspections					
FNSH-4120	PH1N/2F: MEP Inspections	2	12-Aug-27	13-Aug-27	3															I	PH1N/2F: MEP Inspections					
FNSH-4170	PH1N/2F: Final MEP/sprinkler/Frame Inspect	2	13-Aug-27	16-Aug-27	3															■	PH1N/2F: Final MEP/sprinkler/Frame Inspect					
FNSH-4610	PH1N/2F: Insulation/insulation inspect	6	23-Aug-27	30-Aug-27	0															I	PH1N/2F: Insulation/insulation inspect					
FNSH-4950	PH1N/2F: Drywall Hang / Nail inspect	9	31-Aug-27	13-Sep-27	0															■	PH1N/2F: Drywall Hang / Nail inspect					
FNSH-5230	PH1N/2F: Mud Tape/Texture	9	14-Sep-27	24-Sep-27	0															I	PH1N/2F: Mud Tape/Texture					
FNSH-5450	PH1N/2F: Rough Clean / Gypcrete	6	27-Sep-27	04-Oct-27	0															■	PH1N/2F: Rough Clean / Gypcrete					
FNSH-5570	PH1N/2F: Set Doors & Trim + 1/4 Round	6	05-Oct-27	13-Oct-27	0															I	PH1N/2F: Set Doors & Trim + 1/4 Round					
FNSH-5750	PH1N/2F: Prep & Paint Units	8	14-Oct-27	25-Oct-27	0															■	PH1N/2F: Prep & Paint Units					
FNSH-5790	PH1N/2F: Hot Check	3	26-Oct-27	28-Oct-27	32															I	PH1N/2F: Hot Check					
FNSH-5870	PH1N/2F: Cabinets Installation	6	26-Oct-27	02-Nov-27	0															■	PH1N/2F: Cabinets Installation					
FNSH-5880	PH1N/2F: HVAC Start UP	4	29-Oct-27	03-Nov-27	32															■	PH1N/2F: HVAC Start UP					
FNSH-5980	PH1N/2F: Counter Tops	6	03-Nov-27	10-Nov-27	0															■	PH1N/2F: Counter Tops					
FNSH-6210	PH1N/2F: Back splash & Tub surround Tile	12	12-Nov-27	01-Dec-27	0															■	PH1N/2F: Back splash & Tub surround Tile					
FNSH-6260	PH1N/2F: Electrical Trim	3	02-Dec-27	06-Dec-27	12															■	PH1N/2F: Electrical Trim					
FNSH-6270	PH1N/2F: HVAC Trim	3	02-Dec-27	06-Dec-27	12															■	PH1N/2F: HVAC Trim					
FNSH-6280	PH1N/2F: Sprinkler Trim	3	02-Dec-27	06-Dec-27	12															■	PH1N/2F: Sprinkler Trim					
FNSH-6290	PH1N/2F: Low Volt Trim	3	02-Dec-27	06-Dec-27	12															■	PH1N/2F: Low Volt Trim					
FNSH-6390	PH1N/2F: Flooring (Tile and Vinyl)	8	07-Dec-27	16-Dec-27	12															■	PH1N/2F: Flooring (Tile and Vinyl)					
FNSH-6470	PH1N/2F: Plumbing Trim final	3	17-Dec-27	21-Dec-27	16															■	PH1N/2F: Plumbing Trim final					
FNSH-6540	PH1N/2F: Appliance Install	8	17-Dec-27	29-Dec-27	14															■	PH1N/2F: Appliance Install					
FNSH-6580	PH1N/2F: Final Clean	6	22-Dec-27	30-Dec-27	16																					

Remaining Level of Effort ◆ ◆ Milestone

### **Actual Level of Effort**

## Actual Work

## Remaining Work

MODERA PARADISE VALLE

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029													
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	
FNSH-6660	PH1N/2F: Unit Punch 1st Walk	3	03-Jan-28	05-Jan-28	16																	I	PH1N/2F: Unit Punch 1st Walk								
FNSH-6780	PH1N/2F: Unit Punch - 1st Walk Items	5	06-Jan-28	12-Jan-28	16																	■	PH1N/2F: Unit Punch - 1st Walk Items								
FNSH-6790	PH1N/2F: 3rd Party/City Inspections	10	30-Dec-27	13-Jan-28	72																	■	PH1N/2F: 3rd Party/City Inspections								
FNSH-6910	PH1N/2F: Powder Puff Clean	5	13-Jan-28	20-Jan-28	16																	I	PH1N/2F: Powder Puff Clean								
FNSH-7310	PH1N/2F: Completion List/Unit Acceptance	24	21-Jan-28	24-Feb-28	68																	■	PH1N/2F: Completion List/Unit Acceptance								
<b>Phase 1N - 3rd Floor - (24 Units)</b>		201	20-May-27	13-Mar-28	56																										
FNSH-2210	PH1N/3F: Vent and Waste Rough In	6	20-May-27	27-May-27	31																	■	PH1N/3F: Vent and Waste Rough In								
FNSH-2360	PH1N/3F: Electrical and Low Voltage Box Installations	6	28-May-27	07-Jun-27	37																	■	PH1N/3F: Electrical and Low Voltage Box Installations								
FNSH-2420	PH1N/3F: Low Voltage Conduit Installation	6	01-Jun-27	08-Jun-27	44																	■	PH1N/3F: Low Voltage Conduit Installation								
FNSH-2490	PH1N/3F: Pre-Gyp	2	08-Jun-27	09-Jun-27	39																	I	PH1N/3F: Pre-Gyp								
FNSH-2530	PH1N/3F: HVAC Roughs	8	02-Jun-27	11-Jun-27	35																	■	PH1N/3F: HVAC Roughs								
FNSH-2550	PH1N/3F: Pre-Insulation	5	08-Jun-27	14-Jun-27	39																	■	PH1N/3F: Pre-Insulation								
FNSH-2650	PH1N/3F: Pre-Rock	5	10-Jun-27	16-Jun-27	39																	■	PH1N/3F: Pre-Rock								
FNSH-2750	PH1N/3F: Pre-Rock Inspection	2	17-Jun-27	21-Jun-27	39																	I	PH1N/3F: Pre-Rock Inspection								
FNSH-2760	PH1N/3F: Domestic Water Rough In	6	14-Jun-27	22-Jun-27	35																	■	PH1N/3F: Domestic Water Rough In								
FNSH-2890	PH1N/3F: Set Tubs	3	22-Jun-27	24-Jun-27	39																	I	PH1N/3F: Set Tubs								
FNSH-2970	PH1N/3F: Electrical Wiring, Including Home Runs	6	21-Jun-27	28-Jun-27	34																	■	PH1N/3F: Electrical Wiring, Including Home Runs								
FNSH-2980	PH1N/3F: Low Voltage Wiring	6	21-Jun-27	28-Jun-27	37																	■	PH1N/3F: Low Voltage Wiring								
FNSH-3070	PH1N/3F: Fire Sprinkler Rough In	6	23-Jun-27	30-Jun-27	35																	■	PH1N/3F: Fire Sprinkler Rough In								
FNSH-3250	PH1N/3F: Fire Caulking/Stopping & Draft Stopping	3	01-Jul-27	06-Jul-27	35																	I	PH1N/3F: Fire Caulking/Stopping & Draft Stopping								
FNSH-8480	PH1N/3F: Shim/Shave, Frame Sweep, Shear	6	29-Jun-27	07-Jul-27	34																	■	PH1N/3F: Shim/Shave, Frame Sweep, Shear								
FNSH-3380	PH1N/3F: Frame Inspections	2	08-Jul-27	09-Jul-27	34																	I	PH1N/3F: Frame Inspections								
FNSH-3440	PH1N/3F: MEP Inspections	2	12-Jul-27	13-Jul-27	34																	I	PH1N/3F: MEP Inspections								
FNSH-3510	PH1N/3F: Final MEP/sprinkler/Frame Inspect	2	13-Jul-27	15-Jul-27	34																	I	PH1N/3F: Final MEP/sprinkler/Frame Inspect								
FNSH-4870	PH1N/3F: Insulation/insulation inspect	6	31-Aug-27	08-Sep-27	6																	■	PH1N/3F: Insulation/insulation inspect								
FNSH-5240	PH1N/3F: Drywall Hang / Nail inspect	9	14-Sep-27	24-Sep-27	3																	■	PH1N/3F: Drywall Hang / Nail inspect								
FNSH-5500	PH1N/3F: Mud Tape/Texture	9	27-Sep-27	07-Oct-27	3																	■	PH1N/3F: Mud Tape/Texture								
FNSH-5610	PH1N/3F: Rough Clean / Gypcrete	6	08-Oct-27	18-Oct-27	3																	■	PH1N/3F: Rough Clean / Gypcrete								
FNSH-5770	PH1N/3F: Set Doors & Trim + 1/4 Round	6	19-Oct-27	26-Oct-27	3																	■	PH1N/3F: Set Doors & Trim + 1/4 Round								
FNSH-5920	PH1N/3F: Prep & Paint Units	8	27-Oct-27	05-Nov-27	3																	■	PH1N/3F: Prep & Paint Units								
FNSH-5990	PH1N/3F: Hot Check	3	08-Nov-27	10-Nov-27	31																	I	PH1N/3F: Hot Check								
FNSH-6070	PH1N/3F: Cabinets Installation	6	08-Nov-27	16-Nov-27	3																	■	PH1N/3F: Cabinets Installation								
FNSH-6080	PH1N/3F: HVAC Start UP	4	12-Nov-27	17-Nov-27	31																	■	PH1N/3F: HVAC Start UP								
FNSH-6150	PH1N/3F: Counter Tops	6	17-Nov-27	24-Nov-27	3																	■	PH1N/3F: Counter Tops								
FNSH-6360	PH1N/3F: Back splash & Tub surround Tile	12	02-Dec-27	17-Dec-27	0																	■	PH1N/3F: Back splash & Tub surround Tile								
FNSH-6410	PH1N/3F: Electrical Trim	3	20-Dec-27	22-Dec-27	8																	I	PH1N/3F: Electrical Trim								

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029											
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
<b>Phase 1N - 4th Floor - (24 Units)</b>		205	28-May-27	27-Mar-28	4																								
FNSH-2370	PH1N/4F: Vent and Waste Rough In	6	28-May-27	07-Jun-27	31																								
FNSH-2570	PH1N/4F: Electrical and Low Voltage Box Installations	6	08-Jun-27	15-Jun-27	41																								
FNSH-2640	PH1N/4F: Low Voltage Conduit Installation	6	09-Jun-27	16-Jun-27	48																								
FNSH-2740	PH1N/4F: Pre-Gyp	2	16-Jun-27	17-Jun-27	43																								
FNSH-2800	PH1N/4F: Pre-Insulation	5	16-Jun-27	23-Jun-27	43																								
FNSH-2860	PH1N/4F: HVAC Roughs	8	14-Jun-27	24-Jun-27	37																								
FNSH-2940	PH1N/4F: Pre-Rock	5	21-Jun-27	25-Jun-27	43																								
FNSH-3060	PH1N/4F: Pre-Rock Inspection	2	28-Jun-27	29-Jun-27	43																								
FNSH-3170	PH1N/4F: Domestic Water Rough In	6	25-Jun-27	02-Jul-27	37																								
FNSH-3190	PH1N/4F: Set Tubs	3	30-Jun-27	02-Jul-27	43																								
FNSH-3260	PH1N/4F: Electrical Wiring, Including Home Runs	6	29-Jun-27	07-Jul-27	38																								
FNSH-3270	PH1N/4F: Low Voltage Wiring	6	29-Jun-27	07-Jul-27	41																								
FNSH-3470	PH1N/4F: Fire Sprinkler Rough In	6	06-Jul-27	13-Jul-27	37																								
FNSH-8490	PH1N/4F: Shim/Shave, Frame Sweep, Shear	6	08-Jul-27	16-Jul-27	38																								
FNSH-3710	PH1N/4F: Fire Caulking/Stopping & Draft Stopping	3	15-Jul-27	19-Jul-27	37																								
FNSH-3810	PH1N/4F: Frame Inspections	2	20-Jul-27	21-Jul-27	37																								
FNSH-3960	PH1N/4F: MEP Inspections	2	22-Jul-27	23-Jul-27	37																								
FNSH-3980	PH1N/4F: Final MEP/sprinkler/Frame Inspect	2	23-Jul-27	26-Jul-27	37																								
FNSH-5020	PH1N/4F: Insulation/insulation inspect	6	09-Sep-27	16-Sep-27	12																								
FNSH-5510	PH1N/4F: Drywall Hang / Nail inspect	9	27-Sep-27	07-Oct-27	6																								
FNSH-5670	PH1N/4F: Mud Tape/Texture	9	08-Oct-27	21-Oct-27	6																								
FNSH-5810	PH1N/4F: Rough Clean / Gypcrete	6	22-Oct-27	29-Oct-27	6																								
FNSH-5940	PH1N/4F: Set Doors & Trim + 1/4 Round	6	01-Nov-27	08-Nov-27	6																								
FNSH-6090	PH1N/4F: Prep & Paint Units	8	09-Nov-27	19-Nov-27	6																								
FNSH-6170	PH1N/4F: Hot Check	3	22-Nov-27	24-Nov-27	30																								
FNSH-6220	PH1N/4F: Cabinets Installation	6	22-Nov-27	01-Dec-27	6																								
FNSH-6240	PH1N/4F: HVAC Start UP	4	29-Nov-27	02-Dec-27	30																								
FNSH-6310	PH1N/4F: Counter Tops	6	02-Dec-27	09-Dec-27	6																								
FNSH-6520	PH1N/4F: Back splash & Tub surround Tile	12	20-Dec-27	06-Jan-28	0																								
FNSH-6600	PH1N/4F: Electrical Trim	3	07-Jan-28	11-Jan-28	4																								
FNSH-6610	PH1N/4F: HVAC Trim	3	07-Jan-28	11-Jan-28	4																								
FNSH-6620	PH1N/4F: Sprinkler Trim	3	07-Jan-28	11-Jan-28	4																								
FNSH-6630	PH1N/4F: Low Volt Trim	3	07-Jan-28	11-Jan-28	4																								
FNSH-6810	PH1N/4F: Flooring (Tile and Vinyl)	8	12-Jan-28	24-Jan-28	4																								
FNSH-6850	PH1N/4F: Plumbing Trim final	3	25-Jan-28	27-Jan-28	4																								
FNSH-6980	PH1N/4F: Final Clean	4	28-Jan-28	02-Feb-28	4																								
FNSH-7020	PH1N/4F: Appliance Install	8	25-Jan-28	03-Feb-28	6																								
FNSH-7060	PH1N/4F: Unit Punch 1st Walk	3	03-Feb-28	07-Feb-28	4																								
FNSH-7160	PH1N/4F: Unit Punch - 1st Walk Items	5	08-Feb-28	14-Feb-28	4																								
FNSH-7180	PH1N/4F: 3rd Party/City Inspections	10	04-Feb-28	17-Feb-28	6																								
FNSH-7250	PH1N/4F: Powder Puff Clean	5	15-Feb-28																										

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029												
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
FNSH-2770	PH2N/1F: Electrical and Low Voltage Box Installations	5	15-Jun-27	22-Jun-27	31																									
FNSH-2810	PH2N/1F: Low Voltage Conduit Installation	5	16-Jun-27	23-Jun-27	62																									
FNSH-2870	PH2N/1F: HVAC Roughs	7	15-Jun-27	24-Jun-27	31																									
FNSH-2910	PH2N/1F: Pre-Gyp	2	23-Jun-27	24-Jun-27	57																									
FNSH-2990	PH2N/1F: Pre-Insulation	4	23-Jun-27	28-Jun-27	57																									
FNSH-3010	PH2N/1F: Electrical Wiring, Including Home Runs	5	23-Jun-27	29-Jun-27	60																									
FNSH-3080	PH2N/1F: Low Voltage Wiring	5	24-Jun-27	30-Jun-27	62																									
FNSH-3100	PH2N/1F: Pre-Rock	4	25-Jun-27	30-Jun-27	57																									
FNSH-3130	PH2N/1F: Domestic Water Rough In	5	25-Jun-27	01-Jul-27	56																									
FNSH-3220	PH2N/1F: Pre-Rock Inspection	2	01-Jul-27	02-Jul-27	57																									
FNSH-8500	PH2N/1F: Shim/Shave, Frame Sweep, Shear	5	30-Jun-27	07-Jul-27	60																									
FNSH-3370	PH2N/1F: Set Tubs	3	06-Jul-27	08-Jul-27	57																									
FNSH-3390	PH2N/1F: Fire Sprinkler Rough In	5	02-Jul-27	09-Jul-27	56																									
FNSH-3520	PH2N/1F: Fire Caulking/Stopping & Draft Stopping	2	12-Jul-27	13-Jul-27	56																									
FNSH-3690	PH2N/1F: Frame Inspections	2	15-Jul-27	16-Jul-27	56																									
FNSH-3750	PH2N/1F: MEP Inspections	2	19-Jul-27	20-Jul-27	56																									
FNSH-3820	PH2N/1F: Final MEP/sprinkler/Frame Inspect	2	20-Jul-27	21-Jul-27	56																									
FNSH-5210	PH2N/1F: Insulation/insulation inspect	5	17-Sep-27	23-Sep-27	23																									
FNSH-5660	PH2N/1F: Drywall Hang / Nail inspect	8	08-Oct-27	20-Oct-27	13																									
FNSH-5860	PH2N/1F: Mud Tape/Texture	8	22-Oct-27	02-Nov-27	14																									
FNSH-5910	PH2N/1F: Rough Clean	2	03-Nov-27	04-Nov-27	15																									
FNSH-6010	PH2N/1F: Set Doors & Trim + 1/4 Round	5	05-Nov-27	12-Nov-27	15																									
FNSH-6130	PH2N/1F: Prep & Paint Units	8	15-Nov-27	24-Nov-27	15																									
FNSH-6230	PH2N/1F: Hot Check	3	29-Nov-27	01-Dec-27	78																									
FNSH-6320	PH2N/1F: Cabinets Installation	6	02-Dec-27	09-Dec-27	12																									
FNSH-6400	PH2N/1F: Counter Tops	6	10-Dec-27	17-Dec-27	12																									
FNSH-6920	PH2N/1F: HVAC Start UP	3	03-Jan-28	05-Jan-28	58																									
FNSH-6640	PH2N/1F: Back splash & Tub surround Tile	10	07-Jan-28	21-Jan-28	0																									
FNSH-6680	PH2N/1F: Electrical Trim	3	24-Jan-28	26-Jan-28	44																									
FNSH-6690	PH2N/1F: HVAC Trim	3	24-Jan-28	26-Jan-28	44																									
FNSH-6700	PH2N/1F: Sprinkler Trim	3	24-Jan-28	26-Jan-28	44																									
FNSH-6710	PH2N/1F: Low Volt Trim	3	24-Jan-28	26-Jan-28	44																									
FNSH-7360	PH2N/1F: Flooring (Tile and Vinyl)	7	09-Feb-28	17-Feb-28	35																									
FNSH-7420	PH2N/1F: Plumbing Trim final	3	18-Feb-28	23-Feb-28	64																									
FNSH-7480	PH2N/1F: Appliance Install	7	18-Feb-28	29-Feb-28	37																									
FNSH-7500	PH2N/1F: Final Clean	5	24-Feb-28	01-Mar-28	64																									
FNSH-7550	PH2N/1F: Unit Punch 1st Walk	3	02-Mar-28	06-Mar-28	64																									
FNSH-7620	PH2N/1F: 3rd Party/City Inspections	10	01-Mar-28	14-Mar-28	108																									
FNSH-7690	PH2N/1F: Unit Punch - 1st Walk Items	10	07-Mar-28	20-Mar-28	64																									
FNSH-7770	PH2N/1F: Powder Puff Clean	4	21-Mar-28	24-Mar-28	64																									
FNSH-8030	PH2N/1F: Completion List/Unit Acceptance	20																												

Activity ID	Activity Name	OD	Start	Finish	Total Float				2026												2027			2028						
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
FNSH-3280	PH2N/2F: Electrical Wiring, Including Home Runs	5	30-Jun-27	07-Jul-27	63																									
FNSH-3320	PH2N/2F: Low Voltage Wiring	5	01-Jul-27	08-Jul-27	65																									
FNSH-3360	PH2N/2F: Pre-Rock	4	02-Jul-27	08-Jul-27	60																									
FNSH-3450	PH2N/2F: Pre-Rock Inspection	2	09-Jul-27	12-Jul-27	60																									
FNSH-3480	PH2N/2F: Domestic Water Rough In	5	07-Jul-27	13-Jul-27	57																									
FNSH-8510	PH2N/2F: Shim/Shave, Frame Sweep, Shear	5	08-Jul-27	15-Jul-27	63																									
FNSH-3680	PH2N/2F: Set Tubs	3	13-Jul-27	16-Jul-27	60																									
FNSH-3780	PH2N/2F: Fire Sprinkler Rough In	5	15-Jul-27	21-Jul-27	57																									
FNSH-3970	PH2N/2F: Fire Caulking/Stopping & Draft Stopping	2	22-Jul-27	23-Jul-27	57																									
FNSH-4010	PH2N/2F: Frame Inspections	2	26-Jul-27	27-Jul-27	57																									
FNSH-4180	PH2N/2F: MEP Inspections	2	29-Jul-27	30-Jul-27	57																									
FNSH-4230	PH2N/2F: Final MEP/sprinkler/Frame Inspect	2	30-Jul-27	02-Aug-27	57																									
FNSH-5390	PH2N/2F: Insulation/insulation inspect	5	24-Sep-27	30-Sep-27	26																									
FNSH-5830	PH2N/2F: Drywall Hang / Nail inspect	8	21-Oct-27	01-Nov-27	13																									
FNSH-6040	PH2N/2F: Mud Tape/Texture	8	03-Nov-27	15-Nov-27	14																									
FNSH-6110	PH2N/2F: Rough Clean / Gypcrete	4	16-Nov-27	19-Nov-27	15																									
FNSH-6200	PH2N/2F: Set Doors & Trim + 1/4 Round	5	22-Nov-27	30-Nov-27	15																									
FNSH-6340	PH2N/2F: Prep & Paint Units	8	01-Dec-27	10-Dec-27	15																									
FNSH-6380	PH2N/2F: Hot Check	3	13-Dec-27	15-Dec-27	75																									
FNSH-6450	PH2N/2F: Cabinets Installation	6	13-Dec-27	20-Dec-27	15																									
FNSH-6550	PH2N/2F: Counter Tops	6	21-Dec-27	29-Dec-27	15																									
FNSH-6930	PH2N/2F: HVAC Start UP	3	03-Jan-28	05-Jan-28	65																									
FNSH-6800	PH2N/2F: Back splash & Tub surround Tile	10	24-Jan-28	04-Feb-28	0																									
FNSH-6860	PH2N/2F: Electrical Trim	3	07-Feb-28	09-Feb-28	41																									
FNSH-6870	PH2N/2F: HVAC Trim	3	07-Feb-28	09-Feb-28	41																									
FNSH-6880	PH2N/2F: Sprinkler Trim	3	07-Feb-28	09-Feb-28	41																									
FNSH-6890	PH2N/2F: Low Volt Trim	3	07-Feb-28	09-Feb-28	41																									
FNSH-7490	PH2N/2F: Flooring (Tile and Vinyl)	7	18-Feb-28	29-Feb-28	35																									
FNSH-7530	PH2N/2F: Plumbing Trim final	3	01-Mar-28	03-Mar-28	61																									
FNSH-7580	PH2N/2F: Appliance Install	7	01-Mar-28	09-Mar-28	37																									
FNSH-7610	PH2N/2F: Final Clean	5	06-Mar-28	10-Mar-28	61																									
FNSH-7640	PH2N/2F: Unit Punch 1st Walk	3	13-Mar-28	15-Mar-28	61																									
FNSH-7740	PH2N/2F: 3rd Party/City Inspections	10	10-Mar-28	23-Mar-28	101																									
FNSH-7790	PH2N/2F: Unit Punch - 1st Walk Items	10	16-Mar-28	29-Mar-28	61																									
FNSH-7860	PH2N/2F: Powder Puff Clean	4	30-Mar-28	04-Apr-28	61																									
FNSH-8120	PH2N/2F: Completion List/Unit Acceptance	20	05-Apr-28	02-May-28	93																									
<b>Phase 2N - 3rd Floor - (20 Units)</b>						222	23-Jun-27	11-May-28	86																					
FNSH-3030	PH2N/3F: Vent and Waste Rough In	5	23-Jun-27	29-Jun-27	35																									
FNSH-3290	PH2N/3F: Electrical and Low Voltage Box Installations	5	30-Jun-27	07-Jul-27	35																									
FNSH-3330	PH2N/3F: Low Voltage Conduit Installation	5	01-Jul-27	08-Jul-27	67																									
FNSH-3410	PH2N/3F: Pre-Gyp	2	08-Jul-27	09-Jul-27	62																									
FNSH-3490	PH2N/3F: Pre-Insulation	4	08-Jul-27	13-Jul-27	62																									
FNSH-3590	PH2N/3F: Electrical Wiring, Including Home Runs	5	08-Jul-27	15-Jul-27	64																									
FNSH-3630	PH2N/3F: HVAC Roughs	7	07-Jul-27	16-Jul-27	31																									
FNSH-3650	PH2N/3F: Low Voltage Wiring	5	09-Jul-27	16-Jul-27	67																									
FNSH-3670	PH2N/3F: Pre-Rock	4	12-Jul-27	16-Jul-27	62																									

Remaining Level of Effort ◆ Milestone

### **Actual Level of Effort**

Actual Work

## Remaining Work

## Critical Remaining Work

MODERA PARADISE VALLEY

Remaining Level of Effort ◆ Milestone

### Actual Level of Effort

## Actual Work

## Remaining Work

#### Critical Remaining Work

MODERA PARADISE VALLE

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026			2027			2028			2029														
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
FNSH-4880	PH2N/4F: MEP Inspections	2	20-Aug-27	23-Aug-27	58																								
FNSH-4890	PH2N/4F: Final MEP/sprinkler/Frame Inspect	2	23-Aug-27	24-Aug-27	58																								
FNSH-5590	PH2N/4F: Insulation/insulation inspect	5	08-Oct-27	15-Oct-27	32																								
FNSH-6140	PH2N/4F: Drywall Hang / Nail inspect	8	15-Nov-27	24-Nov-27	13																								
FNSH-6300	PH2N/4F: Mud Tape/Texture	8	30-Nov-27	09-Dec-27	14																								
FNSH-6370	PH2N/4F: Rough Clean / Gypcrete	4	10-Dec-27	15-Dec-27	19																								
FNSH-6490	PH2N/4F: Set Doors & Trim + 1/4 Round	5	16-Dec-27	22-Dec-27	19																								
FNSH-6650	PH2N/4F: Prep & Paint Units	8	23-Dec-27	05-Jan-28	19																								
FNSH-6730	PH2N/4F: Hot Check	3	06-Jan-28	10-Jan-28	73																								
FNSH-6830	PH2N/4F: Cabinets Installation	6	06-Jan-28	13-Jan-28	19																								
FNSH-6950	PH2N/4F: HVAC Start UP	3	11-Jan-28	13-Jan-28	73																								
FNSH-6970	PH2N/4F: Counter Tops	6	14-Jan-28	24-Jan-28	19																								
FNSH-7170	PH2N/4F: Back splash & Tub surround Tile	10	22-Feb-28	06-Mar-28	0																								
FNSH-7200	PH2N/4F: Electrical Trim	3	07-Mar-28	09-Mar-28	35																								
FNSH-7210	PH2N/4F: HVAC Trim	3	07-Mar-28	09-Mar-28	35																								
FNSH-7220	PH2N/4F: Sprinkler Trim	3	07-Mar-28	09-Mar-28	35																								
FNSH-7230	PH2N/4F: Low Volt Trim	3	07-Mar-28	09-Mar-28	35																								
FNSH-7720	PH2N/4F: Flooring (Tle and Vinyl)	7	10-Mar-28	20-Mar-28	35																								
FNSH-7750	PH2N/4F: Plumbing Trim final	3	21-Mar-28	23-Mar-28	53																								
FNSH-7800	PH2N/4F: Appliance Install	7	21-Mar-28	29-Mar-28	37																								
FNSH-7810	PH2N/4F: Final Clean	5	24-Mar-28	30-Mar-28	53																								
FNSH-7870	PH2N/4F: Unit Punch 1st Walk	3	31-Mar-28	04-Apr-28	53																								
FNSH-7930	PH2N/4F: 3rd Party/City Inspections	10	30-Mar-28	12-Apr-28	87																								
FNSH-8000	PH2N/4F: Unit Punch - 1st Walk Items	10	05-Apr-28	18-Apr-28	55																								
FNSH-8050	PH2N/4F: Powder Puff Clean	4	19-Apr-28	24-Apr-28	55																								
FNSH-8260	PH2N/4F: Completion List/Unit Acceptance	20	25-Apr-28	22-May-28	79																								
<b>Phase 2S - 1st Floor - (27 Units)</b>		248	08-Jul-27	05-Jul-28	50																								
FNSH-3700	PH2S/1F: Vent and Waste Rough In	7	08-Jul-27	19-Jul-27	37																								
FNSH-4050	PH2S/1F: Electrical and Low Voltage Box Installations	7	20-Jul-27	29-Jul-27	37																								
FNSH-4140	PH2S/1F: Low Voltage Conduit Installation	7	21-Jul-27	30-Jul-27	63																								
FNSH-4240	PH2S/1F: Pre-Gyp	2	30-Jul-27	02-Aug-27	58																								
FNSH-4340	PH2S/1F: Pre-Insulation	5	30-Jul-27	06-Aug-27	58																								
FNSH-4390	PH2S/1F: Electrical Wiring, Including Home Runs	7	30-Jul-27	10-Aug-27	60																								
FNSH-4420	PH2S/1F: Pre-Rock	5	03-Aug-27	10-Aug-27	58																								
FNSH-4450	PH2S/1F: HVAC Roughs	9	29-Jul-27	11-Aug-27	31																								
FNSH-4460	PH2S/1F: Low Voltage Wiring	7	02-Aug-27	11-Aug-27	63																								
FNSH-4580	PH2S/1F: Pre-Rock Inspection	2	11-Aug-27	12-Aug-27	58																								
FNSH-4730	PH2S/1F: Set Tubs	4	13-Aug-27	19-Aug-27	58																								
FNSH-8540	PH2S/1F: Shim/Shave, Frame Sweep, Shear	7	11-Aug-27	20-Aug-27	60																								
FNSH-4830	PH2S/1F: Domestic Water Rough In	7	12-Aug-27	23-Aug-27	49																								
FNSH-5110	PH2S/1F: Fire Sprinkler Rough In	7	24-Aug-27	02-Sep-27	49																								
FNSH-5220	PH2S/1F: Fire Caulking/Stopping & Draft Stopping	3	03-Sep-27	08-Sep-27	49																								
FNSH-5310	PH2S/1F: Frame Inspections	2	09-Sep-27	10-Sep-27	49																								
FNSH-5380	PH2S/1F: MEP Inspections	2	13-Sep-27	14-Sep-27	49																								
FNSH-5420	PH2S/1F: Final MEP/sprinkler/Frame Inspect	2	14-Sep-27	16-Sep-27	49																								
FNSH-5760	PH2S/1F: Insulation/insulation inspect	7	18-Oct-27	26-Oct-27	33																								
FNSH-6330	PH2S/1F: Drywall Hang / Nail inspect	10	29-Nov-27	10-Dec-27	13																								
FNSH-6500	PH2S/1F: Mud Tape/Texture</td																												

Remaining Level of Effort ◆ Milestone

### Actual Level of Effort

## Actual Work

## Remaining Work

#### Critical Remaining Work

MODERA PARADISE VALLE

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029												
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
FNSH-6560	PH2S/1F: Rough Clean	2	28-Dec-27	29-Dec-27	13																	PH2S/1F: Rough Clean								
FNSH-6720	PH2S/1F: Set Doors & Trim + 1/4 Round	7	30-Dec-27	10-Jan-28	13																	PH2S/1F: Set Doors & Trim + 1/4 Round								
FNSH-6960	PH2S/1F: Prep & Paint Units	9	11-Jan-28	24-Jan-28	13																	PH2S/1F: Prep & Paint Units								
FNSH-7050	PH2S/1F: Hot Check	3	25-Jan-28	27-Jan-28	67																	PH2S/1F: Hot Check								
FNSH-7130	PH2S/1F: HVAC Start UP	4	28-Jan-28	02-Feb-28	67																	PH2S/1F: HVAC Start UP								
FNSH-7140	PH2S/1F: Cabinets Installation	8	25-Jan-28	03-Feb-28	13																	PH2S/1F: Cabinets Installation								
FNSH-7270	PH2S/1F: Counter Tops	8	04-Feb-28	15-Feb-28	13																	PH2S/1F: Counter Tops								
FNSH-7370	PH2S/1F: Back splash & Tub surround Tile	14	07-Mar-28	24-Mar-28	0																	PH2S/1F: Back splash & Tub surround Tile								
FNSH-7440	PH2S/1F: Electrical Trim	4	27-Mar-28	30-Mar-28	27																	PH2S/1F: Electrical Trim								
FNSH-7450	PH2S/1F: HVAC Trim	4	27-Mar-28	30-Mar-28	27																	PH2S/1F: HVAC Trim								
FNSH-7460	PH2S/1F: Sprinkler Trim	4	27-Mar-28	30-Mar-28	27																	PH2S/1F: Sprinkler Trim								
FNSH-7470	PH2S/1F: Low Volt Trim	4	27-Mar-28	30-Mar-28	27																	PH2S/1F: Low Volt Trim								
FNSH-7830	PH2S/1F: Flooring (Tile and Vinyl)	9	31-Mar-28	12-Apr-28	27																	PH2S/1F: Flooring (Tile and Vinyl)								
FNSH-7890	PH2S/1F: Plumbing Trim final	4	13-Apr-28	18-Apr-28	36																	PH2S/1F: Plumbing Trim final								
FNSH-7940	PH2S/1F: Appliance Install	9	13-Apr-28	25-Apr-28	27																	PH2S/1F: Appliance Install								
FNSH-7980	PH2S/1F: Final Clean	7	19-Apr-28	27-Apr-28	36																	PH2S/1F: Final Clean								
FNSH-8040	PH2S/1F: Unit Punch 1st Walk	4	28-Apr-28	03-May-28	36																	PH2S/1F: Unit Punch 1st Walk								
FNSH-8080	PH2S/1F: 3rd Party/City Inspections	10	26-Apr-28	09-May-28	61																	PH2S/1F: 3rd Party/City Inspections								
FNSH-8150	PH2S/1F: Unit Punch - 1st Walk Items	10	04-May-28	17-May-28	38																	PH2S/1F: Unit Punch - 1st Walk Items								
FNSH-8210	PH2S/1F: Powder Puff Clean	5	18-May-28	24-May-28	38																	PH2S/1F: Powder Puff Clean								
FNSH-8370	PH2S/1F: Completion List/Unit Acceptance	27	25-May-28	05-Jul-28	50																	PH2S/1F: Completion List/Unit Acceptance								
<b>Phase 2S - 2nd Floor - (27 Units)</b>		254	20-Jul-27	25-Jul-28	63																									
FNSH-4060	PH2S/2F: Vent and Waste Rough In	7	20-Jul-27	29-Jul-27	39																	PH2S/2F: Vent and Waste Rough In								
FNSH-4400	PH2S/2F: Electrical and Low Voltage Box Installations	7	30-Jul-27	10-Aug-27	39																	PH2S/2F: Electrical and Low Voltage Box Installations								
FNSH-4470	PH2S/2F: Low Voltage Conduit Installation	7	02-Aug-27	11-Aug-27	65																	PH2S/2F: Low Voltage Conduit Installation								
FNSH-4590	PH2S/2F: Pre-Gyp	2	11-Aug-27	12-Aug-27	60																	PH2S/2F: Pre-Gyp								
FNSH-4650	PH2S/2F: Pre-Insulation	5	11-Aug-27	17-Aug-27	60																	PH2S/2F: Pre-Insulation								
FNSH-4760	PH2S/2F: Electrical Wiring, Including Home Runs	7	11-Aug-27	20-Aug-27	62																	PH2S/2F: Electrical Wiring, Including Home Runs								
FNSH-4790	PH2S/2F: Pre-Rock	5	13-Aug-27	20-Aug-27	60																	PH2S/2F: Pre-Rock								
FNSH-4840	PH2S/2F: Low Voltage Wiring	7	12-Aug-27	23-Aug-27	65																	PH2S/2F: Low Voltage Wiring								
FNSH-4900	PH2S/2F: Pre-Rock Inspection	2	23-Aug-27	24-Aug-27	60																	PH2S/2F: Pre-Rock Inspection								
FNSH-4940	PH2S/2F: HVAC Roughs	9	12-Aug-27	26-Aug-27	31																	PH2S/2F: HVAC Roughs								
FNSH-5040	PH2S/2F: Set Tubs	4	26-Aug-27	31-Aug-27	60																	PH2S/2F: Set Tubs								
FNSH-8550	PH2S/2F: Shim/Shave, Frame Sweep, Shear	7	23-Aug-27	01-Sep-27	62																	PH2S/2F: Shim/Shave, Frame Sweep, Shear								
FNSH-5180	PH2S/2F: Domestic Water Rough In	7	27-Aug-27	07-Sep-27	49																	PH2S/2F: Domestic Water Rough In								
FNSH-5440	PH2S/2F: Fire Sprinkler Rough In	7	08-Sep-27	17-Sep-27	49																	PH2S/2F: Fire Sprinkler Rough In								
FNSH-5540	PH2S/2F: Fire Caulking/Stopping & Draft Stopping	3	20-Sep-27	23-Sep-27	49																	PH2S/2F: Fire Caulking/Stopping & Draft Stopping								
FNSH-5580	PH2S/2F: Frame Inspections	2	24-Sep-27	27-Sep-27	49																									

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029						
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
FNSH-7320	PH2S/2F: Cabinets Installation	8	14-Feb-28	24-Feb-28	13																	■ PH2S/2F: Cabinets Installation		
FNSH-7380	PH2S/2F: Counter Tops	8	25-Feb-28	07-Mar-28	13																	■ PH2S/2F: Counter Tops		
FNSH-7600	PH2S/2F: Back splash & Tub surround Tile	14	27-Mar-28	13-Apr-28	0																	■ PH2S/2F: Back splash & Tub surround Tile		
FNSH-7650	PH2S/2F: Electrical Trim	4	14-Apr-28	19-Apr-28	22																	■ PH2S/2F: Electrical Trim		
FNSH-7660	PH2S/2F: HVAC Trim	4	14-Apr-28	19-Apr-28	22																	■ PH2S/2F: HVAC Trim		
FNSH-7670	PH2S/2F: Sprinkler Trim	4	14-Apr-28	19-Apr-28	22																	■ PH2S/2F: Sprinkler Trim		
FNSH-7680	PH2S/2F: Low Volt Trim	4	14-Apr-28	19-Apr-28	22																	■ PH2S/2F: Low Volt Trim		
FNSH-7950	PH2S/2F: Flooring (Tile and Vinyl)	9	20-Apr-28	02-May-28	22																	■ PH2S/2F: Flooring (Tile and Vinyl)		
FNSH-8010	PH2S/2F: Plumbing Trim final	4	03-May-28	08-May-28	26																	■ PH2S/2F: Plumbing Trim final		
FNSH-8070	PH2S/2F: Appliance Install	9	03-May-28	15-May-28	22																	■ PH2S/2F: Appliance Install		
FNSH-8100	PH2S/2F: Final Clean	7	09-May-28	17-May-28	26																	■ PH2S/2F: Final Clean		
FNSH-8130	PH2S/2F: Unit Punch 1st Walk	4	18-May-28	23-May-28	26																	■ PH2S/2F: Unit Punch 1st Walk		
FNSH-8160	PH2S/2F: 3rd Party/City Inspections	10	16-May-28	30-May-28	74																	■ PH2S/2F: 3rd Party/City Inspections		
FNSH-8230	PH2S/2F: Unit Punch - 1st Wak Items	10	24-May-28	07-Jun-28	29																	■ PH2S/2F: Unit Punch - 1st Wak Items		
FNSH-8300	PH2S/2F: Powder Puff Clean	5	08-Jun-28	14-Jun-28	29																	■ PH2S/2F: Powder Puff Clean		
FNSH-8380	PH2S/2F: Completion List/Unit Acceptance	27	15-Jun-28	25-Jul-28	63																	■ PH2S/2F: Completion List/Unit Acceptance		
<b>Phase 2S - 3rd Floor - (27 Units)</b>		270	30-Jul-27	28-Aug-28	12																			
FNSH-4410	PH2S/3F: Vent and Waste Rough In	7	30-Jul-27	10-Aug-27	41																	■ PH2S/3F: Vent and Waste Rough In		
FNSH-4770	PH2S/3F: Electrical and Low Voltage Box Installations	7	11-Aug-27	20-Aug-27	41																	■ PH2S/3F: Electrical and Low Voltage Box Installations		
FNSH-4850	PH2S/3F: Low Voltage Conduit Installation	7	12-Aug-27	23-Aug-27	71																	■ PH2S/3F: Low Voltage Conduit Installation		
FNSH-4910	PH2S/3F: Pre-Gyp	2	23-Aug-27	24-Aug-27	66																	■ PH2S/3F: Pre-Gyp		
FNSH-5000	PH2S/3F: Pre-Insulation	5	23-Aug-27	30-Aug-27	66																	■ PH2S/3F: Pre-Insulation		
FNSH-5060	PH2S/3F: Electrical Wiring, Including Home Runs	7	23-Aug-27	01-Sep-27	68																	■ PH2S/3F: Electrical Wiring, Including Home Runs		
FNSH-5090	PH2S/3F: Pre-Rock	5	26-Aug-27	01-Sep-27	66																	■ PH2S/3F: Pre-Rock		
FNSH-5120	PH2S/3F: Low Voltage Wiring	7	24-Aug-27	02-Sep-27	71																	■ PH2S/3F: Low Voltage Wiring		
FNSH-5160	PH2S/3F: Pre-Rock Inspection	2	02-Sep-27	03-Sep-27	66																	■ PH2S/3F: Pre-Rock Inspection		
FNSH-5250	PH2S/3F: HVAC Roughs	9	27-Aug-27	09-Sep-27	31																	■ PH2S/3F: HVAC Roughs		
FNSH-5290	PH2S/3F: Set Tubs	4	07-Sep-27	10-Sep-27	66																	■ PH2S/3F: Set Tubs		
FNSH-8560	PH2S/3F: Shim/Shave, Frame Sweep, Shear	7	02-Sep-27	13-Sep-27	68																	■ PH2S/3F: Shim/Shave, Frame Sweep, Shear		
FNSH-5480	PH2S/3F: Domestic Water Rough In	7	10-Sep-27	21-Sep-27	53																	■ PH2S/3F: Domestic Water Rough In		
FNSH-5630	PH2S/3F: Fire Sprinkler Rough In	7	23-Sep-27	01-Oct-27	53																	■ PH2S/3F: Fire Sprinkler Rough In		
FNSH-5690	PH2S/3F: Fire Caulking/Stopping & Draft Stopping	3	04-Oct-27	06-Oct-27	53																	■ PH2S/3F: Fire Caulking/Stopping & Draft Stopping		
FNSH-5780	PH2S/3F: Frame Inspections	2	07-Oct-27	08-Oct-27	53																	■ PH2S/3F: Frame Inspections		
FNSH-5800	PH2S/3F: MEP Inspections	2	12-Oct-27	13-Oct-27	53																	■ PH2S/3F: MEP Inspections		
FNSH-5820	PH2S/3F: Final MEP/sprinkler/Frame Inspect	2	13-Oct-27	14-Oct-27	53																	■ PH2S/3F: Final MEP/sprinkler/Frame Inspect		
FNSH-6060	PH2S/3F: Insulation/insulation inspect	7	05-Nov-27	16-Nov-27	43																	■ PH2S/3F: Insulation/insulation inspect		
FNSH-6750	PH2S/3F: Drywall Hang / Nail inspect	10	28-Dec-27	11-Jan-28	17																	■ PH2S/3F: Drywall Hang / Nail inspect		
FNSH-7000	PH2S/3F: Mud Tape/Texture	10	12-Jan-28	26-Jan-28	17																	■ PH2S/3F: Mud Tape/Texture		
FNSH-7150	PH2S/3F: Rough Clean / Gypcrete	6	27-Jan-28	03-Feb-28	17																	■ PH2S/3F: Rough Clean / Gypcrete		
FNSH-7260	PH2S/3F: Set Doors & Trim + 1/4 Round	7	04-Feb-28	14-Feb-28	17																	■ PH2S/3F: Set Doors & Trim + 1/4 Round		
FNSH-7330	PH2S/3F: Prep & Paint Units	9	15-Feb-28	28-Feb-28	17																	■ PH2S/3F: Prep & Paint Units		
FNSH-7350	PH2S/3F: Hot Check	3	29-Feb-28	02-Mar-28	49																	■ PH2S/3F: Hot Check		
FNSH-7400	PH2S/3F: HVAC Start UP	4	03-Mar-28	08-Mar-28	61																	■ PH2S/3F: HVAC Start UP		

Remaining Level of Effort ◆ Milestone

### Actual Level of Effort

## Actual Work

## Remaining Work

## Critical Remaining Work

MODERA PARADISE VALLE





Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029											
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
AMEN-1780	Spa Area: Countertops	1	07-Oct-27	07-Oct-27	79														I	Spa Area: Countertops									
AMEN-1810	Spa Area: Wallcoverings	2	08-Oct-27	12-Oct-27	80														I	Spa Area: Wallcoverings									
AMEN-1820	Spa Area: Electrical Trim	1	13-Oct-27	13-Oct-27	80														I	Spa Area: Electrical Trim									
AMEN-1830	Spa Area: Fire Sprinkler Trim	1	14-Oct-27	14-Oct-27	80														I	Spa Area: Fire Sprinkler Trim									
AMEN-1840	Spa Area: Low Voltage Trim	1	15-Oct-27	15-Oct-27	80														I	Spa Area: Low Voltage Trim									
AMEN-1850	Spa Area: HVAC Trim	1	18-Oct-27	18-Oct-27	80														I	Spa Area: HVAC Trim									
AMEN-1860	Spa Area: Plumbing Trim	3	19-Oct-27	21-Oct-27	80														I	Spa Area: Plumbing Trim									
AMEN-1800	Spa Area: Accessories / Equipment	10	08-Oct-27	22-Oct-27	79														■	Spa Area: Accessories / Equipment									
AMEN-3150	Spa Area: MC Punch and Corrections	5	25-Oct-27	29-Oct-27	79														I	Spa Area: MC Punch and Corrections									
AMEN-3160	Spa Area: Final Clean	2	01-Nov-27	02-Nov-27	79														I	Spa Area: Final Clean									
AMEN-3170	Spa Area: FF&E	5	03-Nov-27	09-Nov-27	79														I	Spa Area: FF&E									
AMEN-3180	Spa Area: Owner Punch Walk	2	10-Nov-27	12-Nov-27	79														I	Spa Area: Owner Punch Walk									
AMEN-3190	Spa Area: Punch Corrections	5	15-Nov-27	19-Nov-27	79														I	Spa Area: Punch Corrections									
AMEN-3200	Spa Area: Turnover and Acceptance	10	22-Nov-27	07-Dec-27	79														■	Spa Area: Turnover and Acceptance									
<b>Fitness</b>		89	30-Aug-27	10-Jan-28	57																								
AMEN-3540	Fitness: MEP Rough & Framing	10	30-Aug-27	13-Sep-27	0														■	Fitness: MEP Rough & Framing									
AMEN-3730	Fitness: MCRT QA/QC Check	2	14-Sep-27	15-Sep-27	0														I	Fitness: MCRT QA/QC Check									
AMEN-3610	Fitness: Drywall Hang and Finish	15	16-Sep-27	06-Oct-27	57														■	Fitness: Drywall Hang and Finish									
AMEN-1200	Fitness: Prime and Paint	2	07-Oct-27	08-Oct-27	57														I	Fitness: Prime and Paint									
AMEN-1190	Fitness: Concrete Skim	2	07-Oct-27	08-Oct-27	57														I	Fitness: Concrete Skim									
AMEN-1220	Fitness: Wall Tile	7	07-Oct-27	18-Oct-27	76														■	Fitness: Wall Tile									
AMEN-1210	Fitness: Flooring	10	12-Oct-27	25-Oct-27	57														■	Fitness: Flooring									
AMEN-1230	Fitness: Wallcoverings	3	26-Oct-27	28-Oct-27	57														■	Fitness: Wallcoverings									
AMEN-1250	Fitness: Wood Trim	3	26-Oct-27	28-Oct-27	57														■	Fitness: Wood Trim									
AMEN-1260	Fitness: Millwork / Cabinetry	10	29-Oct-27	12-Nov-27	57														■	Fitness: Millwork / Cabinetry									
AMEN-1270	Fitness: Fire Sprinkler Trim	1	15-Nov-27	15-Nov-27	57														■	Fitness: Fire Sprinkler Trim									
AMEN-1280	Fitness: HVAC Trim	1	15-Nov-27	15-Nov-27	57														■	Fitness: HVAC Trim									
AMEN-1290	Fitness: Electrical Trim and Final Fixtures	1	15-Nov-27	15-Nov-27	57														■	Fitness: Electrical Trim and Final Fixtures									
AMEN-1300	Fitness: Countertops	2	15-Nov-27	16-Nov-27	58														■	Fitness: Countertops									
AMEN-1320	Fitness: Low Voltage Trim	1	17-Nov-27	17-Nov-27	58														■	Fitness: Low Voltage Trim									
AMEN-1310	Fitness: Accessories / Equipment	3	16-Nov-27	18-Nov-27	57														■	Fitness: Accessories / Equipment									
AMEN-1330	Fitness: Upholstery	4	19-Nov-27	24-Nov-27	57														■	Fitness: Upholstery									
AMEN-3210	Fitness: MC Punch and Corrections	5	29-Nov-27	03-Dec-27	57														■	Fitness: MC Punch and Corrections									
AMEN-3220	Fitness: Final Clean	2	06-Dec-27	07-Dec-27	57														■	Fitness: Final Clean									
AMEN-3230	Fitness: FF&E	5	08-Dec-27	14-Dec-27	57														■	Fitness: FF&E									
AMEN-3240	Fitness: Owner Punch Walk	2	15-Dec-27	16-Dec-27	57														■	Fitness: Owner Punch Walk									
AMEN-3250	Fitness: Punch Corrections	5	17-Dec-27	23-Dec-27	57														■	Fitness: Punch Corrections									
AMEN-3260	Fitness: Turnover and Acceptance	10	27-Dec-27	10-Jan-28	57														■	Fitness: Turnover and Acceptance									
<b>Bike Room</b>		75	16-Sep-27	06-Jan-28	59																								
AMEN-3550	Bike Room: MEP Rough & Framing	10	16-Sep-27	29-Sep-27	0														■	Bike Room: MEP Rough & Framing									
AMEN-3740	Bike Room: MCRT QA/QC Check	2	30-Sep-27	01-Oct-27	0			</																					

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029												
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
AMEN-2770	Bike Room: Low Voltage Trim	1	16-Nov-27	16-Nov-27	59																	I	Bike Room: Low Voltage Trim							
AMEN-2780	Bike Room: HVAC Trim	1	17-Nov-27	17-Nov-27	59																	I	Bike Room: HVAC Trim							
AMEN-2790	Bike Room: Plumbing Trim	3	18-Nov-27	22-Nov-27	59																	I	Bike Room: Plumbing Trim							
AMEN-3270	Bike Room: MC Punch and Corrections	5	23-Nov-27	01-Dec-27	59																	I	Bike Room: MC Punch and Corrections							
AMEN-3280	Bike Room: Final Clean	2	02-Dec-27	03-Dec-27	59																	I	Bike Room: Final Clean							
AMEN-3290	Bike Room: FF&E	5	06-Dec-27	10-Dec-27	59																	I	Bike Room: FF&E							
AMEN-3300	Bike Room: Owner Punch Walk	2	13-Dec-27	14-Dec-27	59																	I	Bike Room: Owner Punch Walk							
AMEN-3310	Bike Room: Punch Corrections	5	15-Dec-27	21-Dec-27	59																	I	Bike Room: Punch Corrections							
AMEN-3320	Bike Room: Turnover and Acceptance	10	22-Dec-27	06-Jan-28	59																	I	Bike Room: Turnover and Acceptance							
<b>Pet Spa</b>		80	04-Oct-27	01-Feb-28	42																									
AMEN-3560	Pet Spa: MEP Rough & Framing	10	04-Oct-27	18-Oct-27	0																	I	Pet Spa: MEP Rough & Framing							
AMEN-3750	Pet Spa: MCRT QA/QC Check	2	19-Oct-27	20-Oct-27	0																	I	Pet Spa: MCRT QA/QC Check							
AMEN-3590	Pet Spa: Drywall Hang and Finish	15	21-Oct-27	10-Nov-27	42																	I	Pet Spa: Drywall Hang and Finish							
AMEN-2800	Pet Spa: Door Install	1	12-Nov-27	12-Nov-27	42																	I	Pet Spa: Door Install							
AMEN-2810	Pet Spa: Prime and Paint	2	15-Nov-27	16-Nov-27	42																	I	Pet Spa: Prime and Paint							
AMEN-2850	Pet Spa: Wall Tile	7	12-Nov-27	22-Nov-27	49																	I	Pet Spa: Wall Tile							
AMEN-2820	Pet Spa: Flooring	4	17-Nov-27	22-Nov-27	42																	I	Pet Spa: Flooring							
AMEN-2840	Pet Spa: Millwork / Cabinetry	5	23-Nov-27	01-Dec-27	42																	I	Pet Spa: Millwork / Cabinetry							
AMEN-2870	Pet Spa: Countertops	1	02-Dec-27	02-Dec-27	42																	I	Pet Spa: Countertops							
AMEN-2890	Pet Spa: Accessories / Equipment	2	03-Dec-27	06-Dec-27	42																	I	Pet Spa: Accessories / Equipment							
AMEN-2900	Pet Spa: Walcoverings	2	07-Dec-27	08-Dec-27	42																	I	Pet Spa: Walcoverings							
AMEN-2910	Pet Spa: Electrical Trim	1	09-Dec-27	09-Dec-27	42																	I	Pet Spa: Electrical Trim							
AMEN-2920	Pet Spa: Fire Sprinkler Trim	1	10-Dec-27	10-Dec-27	42																	I	Pet Spa: Fire Sprinkler Trim							
AMEN-2930	Pet Spa: Low Voltage Trim	1	13-Dec-27	13-Dec-27	42																	I	Pet Spa: Low Voltage Trim							
AMEN-2940	Pet Spa: HVAC Trim	1	14-Dec-27	14-Dec-27	42																	I	Pet Spa: HVAC Trim							
AMEN-2950	Pet Spa: Plumbing Trim	3	15-Dec-27	17-Dec-27	42																	I	Pet Spa: Plumbing Trim							
AMEN-3330	Pet Spa: MC Punch and Corrections	5	20-Dec-27	27-Dec-27	42																	I	Pet Spa: MC Punch and Corrections							
AMEN-3340	Pet Spa: Final Clean	2	28-Dec-27	29-Dec-27	42																	I	Pet Spa: Final Clean							
AMEN-3350	Pet Spa: FF&E	5	30-Dec-27	06-Jan-28	42																	I	Pet Spa: FF&E							
AMEN-3360	Pet Spa: Owner Punch Wak	2	07-Jan-28	10-Jan-28	42																	I	Pet Spa: Owner Punch Wak							
AMEN-3370	Pet Spa: Punch Corrections	5	11-Jan-28	18-Jan-28	42																	I	Pet Spa: Punch Corrections							
AMEN-3380	Pet Spa: Turnover and Acceptance	10	19-Jan-28	01-Feb-28	42																	I	Pet Spa: Turnover and Acceptance							
<b>Sky Deck</b>		85	21-Oct-27	25-Feb-28	25																									
AMEN-3660	Sky Deck: MEP Penetrations	2	21-Oct-27	22-Oct-27	0																	I	Sky Deck: MEP Penetrations							
AMEN-3760	Sky Deck: MCRT QA/QC Check	2	25-Oct-27	26-Oct-27	0																	I	Sky Deck: MCRT QA/QC Check							
AMEN-2190	Sky Deck: Column Waterproofing under pavers + inspection	4	27-Oct-27	01-Nov-27	25																	I	Sky Deck: Column Waterproofing under pavers + inspection							
AMEN-2210	Sky Deck: Install Drains & overflow covers	2	02-Nov-27	03-Nov-27	32																	I	Sky Deck: Install Drains & overflow covers							
AMEN-2220	Sky Deck: Layout Paver Pedestals	2	02-Nov-27	03-Nov-27	32																	I	Sky Deck: Layout Paver Pedestals							
AMEN-2230	Sky Deck: Install irrigation runs and landscape wiring	5	04-Nov-27	10-Nov-27	32																	I	Sky Deck: Install irrigation runs and landscape wiring							
AMEN-2200	Sky Deck: Install Glass railing & doors system	12	02-Nov-27	18-Nov-27	25		</td																							



Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029																		
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D			
ELEV-1010	Sump Pump & Connections- Elev #1	10	13-Apr-27	27-Apr-27	93																															
ELEV-1020	EMT Lighting - Elev #1	5	28-Apr-27	04-May-27	93																															
ELEV-1080	Elevator Rails, Platform, Cab - Elev #1	30	05-May-27	16-Jun-27	100																															
ELEV-1090	Access Control and Low Voltage / Raceway - Elev #1	5	17-Jun-27	24-Jun-27	148																															
ELEV-1100	Electrical and HVAC - Elev #1	5	17-Jun-27	24-Jun-27	148																															
ELEV-1110	Elevator Finishes and Trim - Elev #1	15	25-Jun-27	16-Jul-27	148																															
ELEV-1480	Elevator Adjustments - Elev #1	6	19-Jul-27	26-Jul-27	148																															
<b>Elevator #2 (Garage)</b>		132	02-Mar-27	07-Sep-27	124																															
ELEV-1540	Mob / Deliver - Elev #2	20	02-Mar-27	31-Mar-27	110																															
ELEV-1150	Shaft Dry-in - Elev #2	10	17-Mar-27	31-Mar-27	110																															
ELEV-1160	Scaffold Up / Metals / Embeds - Elev #2	7	01-Apr-27	09-Apr-27	117																															
ELEV-1170	Sprinkler Stub & Head - Elev #2	5	12-Apr-27	16-Apr-27	117																															
ELEV-1180	Temp Platforms - Elev #2	5	19-Apr-27	23-Apr-27	117																															
ELEV-1190	Scaffold Breakdown - Elev #2	3	26-Apr-27	28-Apr-27	117																															
ELEV-1130	Sump Pump & Connections - Elev #2	10	05-May-27	18-May-27	106																															
ELEV-1140	EMT Lighting - Elev #2	5	19-May-27	25-May-27	106																															
ELEV-1200	Elevator Rails, Platform, Cab - Elev #2	30	17-Jun-27	30-Jul-27	100																															
ELEV-1210	Access Control and Low Voltage / Raceway - Elev #2	5	02-Aug-27	06-Aug-27	124																															
ELEV-1220	Electrical and HVAC - Elev #2	5	02-Aug-27	06-Aug-27	124																															
ELEV-1230	Elevator Finishes and Trim - Elev #2	15	09-Aug-27	27-Aug-27	124																															
ELEV-1520	Elevator Adjustments - Elev #2	6	30-Aug-27	07-Sep-27	124																															
<b>Elevator #3 (Garage)</b>		161	17-Mar-27	03-Nov-27	100																															
ELEV-1550	Mob / Deliver - Elev #3	20	17-Mar-27	15-Apr-27	129																															
ELEV-1260	Shaft Dry-in - Elev #3	10	01-Apr-27	15-Apr-27	129																															
ELEV-1270	Scaffold Up / Metals / Embeds - Elev #3	7	16-Apr-27	26-Apr-27	137																															
ELEV-1280	Sprinkler Stub & Head - Elev #3	5	27-Apr-27	03-May-27	137																															
ELEV-1290	Temp Platforms - Elev #3	5	04-May-27	10-May-27	137																															
ELEV-1300	Scaffold Breakdown - Elev #3	3	11-May-27	13-May-27	137																															
ELEV-1240	Sump Pump & Connections - Elev #3	10	19-May-27	02-Jun-27	124																															
ELEV-1250	EMT Lighting - Elev #3	5	03-Jun-27	09-Jun-27	124																															
ELEV-1310	Elevator Rails, Platform, Cab - Elev #3	30	02-Aug-27	13-Sep-27	100																															
ELEV-1320	Access Control and Low Voltage / Raceway - Elev #3	5	14-Sep-27	20-Sep-27	100																															
ELEV-1330	Electrical and HVAC - Elev #3	5	14-Sep-27	20-Sep-27	100																															
ELEV-1340	Elevator Finishes and Trim - Elev #3	15	21-Sep-27	12-Oct-27	100																															
ELEV-1510	Elevator Adjustments - Elev #3	6	13-Oct-27	20-Oct-27	100																															
ELEV-1120	State Inspections - Elev #1, #2 & #3	10	21-Oct-27	03-Nov-27	100																															
<b>Elevator #4 (Phase 2)</b>		100	21-Jun-27	10-Nov-27	190</																															

Activity ID	Activity Name	OD	Start	Finish	Total Float	2026				2027				2028				2029													
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
ELEV-1450	Elevator Finishes and Trim - Elev #4	10	15-Oct-27	28-Oct-27	190																										
ELEV-1490	Elevator Adjustments - Elev #4	4	29-Oct-27	03-Nov-27	190																										
ELEV-1460	State Inspections - Elev #4	5	04-Nov-27	10-Nov-27	190																										

- █ Remaining Level of Effort    ◆ Milestone
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work

## MODERA PARADISE VALLEY

## Certificate Of Completion

Envelope Id: 8EBCA9DE-947F-4F6E-A58A-0A4DC17B0DF1

Status: Sent

Subject: Complete with DocuSign: Modera PV - Desert Services SWPPP Contract 1.12.2025.pdf

Source Envelope:

Document Pages: 150

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 146

Victoria Stafford

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vstafford@mcrtrust.com

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vstafford@mcrtrust.com

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## Signer Events

### Signature

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Matthew Crandell



mcrandell@mcrtrust.com

MCRT Southwest Construction LLC

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## Electronic Record and Signature Disclosure:

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Kendra Ash

Kendra@desertservices.net

Contract Manager

Desert Services

Security Level: Email, Account Authentication  
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Ken Frank

kfrank@mcrtrust.com

Security Level: Email, Account Authentication  
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## Electronic Record and Signature Disclosure:

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### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

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Certified Delivery Events	Status	Timestamp
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Victoria Stafford vstafford@mcrtrust.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Steven Senatro ssenatro@mcrtrust.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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