



## SUBCONTRACT AGREEMENT

**THIS AGREEMENT ("Agreement")** is entered into effective as of **January 19th, 2026** by and between **Desert Services, LLC** hereinafter called the Subcontractor and **EOS Builders, LLC.**, hereinafter called the Contractor. This Agreement supersedes all previous Agreements. Subcontractor covenants and agrees to provide all necessary supervision, labor, materials, cartage, services, equipment, machinery, tools, hoisting, scaffolding, and any other items proper and/or necessary to complete the Scope of Work (**SWPPP**) in compliance with all the contract documents listed therein and the following Exhibits ("Exhibits") for the LUMP SUM CONTRACT AMOUNT OF **Eighteen Thousand Nine Hundred and Nine Dollars (\$18,909)**.

Project:

**Moreland I Multi-Family Housing**

325 East Moreland Street

Phoenix, Arizona 85004

Moreland I Multi-Family Housing consists of (132) units of 5-story wood framed apartments. The project includes a precast parking garage and site amenities.

The project includes HUD Wage Scale Requires (Davis Bacon Wage Scale and Reporting), Section 3 Labor Requirements and is funded with Low Income Housing Tax Credits.

**Exhibit A – Standard Terms & Conditions**

**Exhibit B – Scope of Work**

**Exhibit C -- Schedule & Submittals**

**Exhibit D -- Contract Documents List**

**Exhibit E -- Sworn Statement of Suppliers**

**Exhibit F -- Insurance**

**Exhibit G—N/A Not Used**

**Exhibit H -- Project Information List, Preliminary Notice Information**

**Exhibit I – Low Income Housing Tax Credit Requirements**

**Addendum A – Contracting with Small and Minority Business, Women's Business Enterprises, and Disadvantaged Business Enterprises**

**Attachment A- City of Phoenix Design-Bid-Build Project Specifications and Contract Documents  
All REFERENCED DOCUMENTS INCLUDED AS APART OF THIS AGREEMENT**

**Attachment B- Schedule of Value Breakdown Template**

**Attachment C- Waivers**

**PLEASE REVIEW AND RETURN THIS CONTRACT WITHIN 5 DAYS OF RECEIPT**

**100 % PERFORMANCE AND 100 % PAYMENT BOND: ( ) Required ( X ) Not Required.**



## EXHIBIT A

### SECTION 1- GENERAL

- A. Subcontractor accepts the relationship of trust and confidence established between the Contractor and the Owner under the Contract Documents. Subcontractor covenants and agrees with Contractor to furnish reasonable skill and judgment and to cooperate with the Owner's consultants and the Contractor in furthering the interest of the Project. Subcontractor further agrees to furnish efficient business administration, supervision, workers, materials and to perform the Work in a good and workmanlike way and in an expeditious and economical manner and consistent with the interest of the Contractor and the Owner. Subcontractor further agrees to fully complete the work in accordance with the scheduling requirements of the Project set forth by the Contractor.
- B. Subcontractor represents and warrants that it is experienced in the construction of projects contemplated by this Agreement and is familiar with the work, project concept and quality level required in the construction of this Project.
- C. All previous oral or written promises and agreements relating to the subject matter of this contract are hereby declared null and void, it being expressly agreed that the terms of this Subcontract shall contain the full and complete agreement between the parties.
- D. Subcontractor warrants that it is financially stable and fiscally responsible to carry out the work as provided in this Agreement, together with all other work it may have on hand or undertake whether it be with the Contractor or others. Should the Subcontractor's financial condition change in any manner from that at the time of entering into this Agreement, it shall immediately notify the Contractor so that procedures may be instituted to help safeguard the performance by the Subcontractor hereunder.
- E. The Contractor may, at any time, make inquiries as to the financial condition of the Subcontractor including, but not necessarily limited to, lower-tier subcontractors, suppliers, etc. that are supplying material and/or services to the project, any other creditors, and subcontractor's banker, Certified Public Accountant, and Surety. The Subcontractor, when requested, shall furnish copies of its financial statements (certified when available) to the Contractor and shall provide such other financial and credit information in the form the Contractor may request.
- F. The Contractor may institute such financial and other measures provided elsewhere in this Agreement when, in the Contractor's sole determination, the best interests of the project would be served thereby. Nothing in these paragraphs or in any actions taken by the Contractor hereunder shall in any way relieve the Subcontractor from its duties and responsibilities as provided elsewhere in the Agreement.
- G. Pursuant to this Agreement, the Subcontractor further agrees to perform its Scope of Work in compliance with the Contractor's duties, obligations, and responsibilities to the Owner. Except as may be expressly provided otherwise in this Agreement, the Subcontractor is bound to the Contractor by the terms and conditions of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that Contractor, by those documents, assumes toward the Owner. Subcontractor shall similarly bind all sub-subcontractors and suppliers to the applicable terms and conditions of the Contract Documents. Subcontractor's rights and remedies against the Contractor under this Agreement shall be limited by and shall not exceed the Contractor's rights and remedies against the Owner under the General Contract. Subcontractor shall not have any direct contact with the Owner or Architect on this Project without Contractor's prior written approval.
- H. The provisions of the Subcontract and the Contract Documents are intended to supplement and compliment each other. If, however, any provisions of this Subcontract irreconcilably conflict with another provision or with a provision of the Contract Documents, the provision imposing the greater duty on the Subcontractor shall govern.
- I. Subcontractor acknowledges it has inspected the Contract Documents pertinent or applicable to its scope of work and its rights and responsibilities under this Agreement. Subcontractor shall notify Contractor in writing of any discrepancy, error or inconsistency discovered in the Contract Documents as soon as possible and prior to the commencement of its work.
- J. Subcontractor fully understands that they are responsible for their Scope of Work requirements. Should any other Subcontractor or entity perform work that causes this Subcontractor's work to be compromised from meeting the contractual requirements of this Agreement, then the Subcontractor must notify the Contractor in writing of the deficiency prior to commencing or continuing with the work and must not resume work until the deficiency is corrected or unless directed otherwise by the Contractor.



- K. Subcontractor certifies that it has conducted its own investigation and is not relying upon any opinion or representation of the Contractor regarding:
1. All portions of the Contract Documents applicable to its work.
  2. The location of the job site.
  3. The conditions under which the work is to be performed including all site conditions, site access, and labor and equipment availability.

## SECTION 2- SCOPE OF WORK

- A. **Contract Documents:** Subcontractor's work shall be carried out and completed strictly in accordance with the following Contract Documents except as specifically modified in the Scope of Work.
1. Subcontractor warrants that it has independently investigated, inspected, and understands the General Contract with the Owner. A copy of said General Contract is on file at the Contractor's Office and a copy is available upon request.
  2. Provisions of the General Contract including, but not limited to, the General and Supplementary Conditions, the Specifications and Plans, all Contract Requirements, and particular Specifications relating to the work of the Subcontractor, insofar as they are applicable, are hereby incorporated herein by this reference and are binding upon the Subcontractor. Reference **Exhibit D** for listing of Contract Documents.
  3. Reference **Attachment "C"** for Requisition, Waiver and Release of Lien Requirements.
  4. Reference **Attachment "B"** for Subcontractor Payment Application Schedule of Values.
  5. Reference **Exhibit "E" for Sworn Statement of Suppliers.**
- B. **Inclusions, Exclusions & Clarifications/Qualifications:** The Subcontract Scope of Work specifically includes but is not limited to the following:
1. Reference Exhibit "B" – Scope of Work
- C. **General, Additional, and Special Conditions:** The following General, Additional, and Special Conditions are applicable to this Subcontract Agreement and are listed for emphasis only and are not intended to limit the scope of work in any way. All information in the Plans and Specifications relating to the subcontracted Scope of Work is included in this Subcontract Agreement and shall be performed under this Subcontract Agreement:
1. **Correctness of Installation:** Subcontractor is responsible to install systems, materials and equipment level and plumb, and parallel to other building systems and components, whether they are installed concealed or exposed.
  2. **Execution and Application:** Subcontractor is responsible to comply with all "execution" and "application" criteria established within the Specifications.
  3. **Coordination:** Subcontractor acknowledges coordination of all work included with this Subcontract Agreement as required by the complete Contract Documents which shall include, but not be limited to, all architectural, structural, civil, mechanical, electrical, plumbing, communications, security, audio, and all other Contract Documents.
  4. **As-built Documentation:** Subcontractor is responsible to provide all as-built documentation for the Work performed under this Subcontract Agreement. Subcontractor shall keep records of its work as constructed and installed including any changes or adjustments made from the Contract Documents. Subcontractor shall transcribe all such records on to a record set of drawings as the work progresses. Subcontractor shall furnish a final set of record as – built Contract Documents at the completion of its work.
  5. **Manufacturer's Information:** The Subcontractor shall provide all required manufacturer's literature, operating and maintenance manuals, and training of Owner's personnel, including the presence of factory representatives as required by the Contract Documents unless listed otherwise under Section 2 of this Agreement.
  6. **Correspondence:** The Subcontractor shall direct all correspondence to the Contractor's Project Manager:



- 7. Licenses and Permits:** Subcontractor will provide and bear the costs of all licenses, permits and fees that are required to fully execute the Scope of work of this Subcontract.
- 8. Escalation:** The lump sum amount and any unit prices, alternate prices, and the like included in this Subcontract Agreement are firm for the duration of the Project and are not subject to escalation for material or labor.
- 9. Mobilization:** The Subcontractor includes all required mobilizations and demobilizations to complete the Scope of Work included in this Subcontract Agreement unless specifically listed otherwise under Exhibit B of this Agreement.
- 10. Project Deliveries:** The Subcontractor is solely responsible to receive deliveries on-site. Subcontractor must schedule in advance with Contractor's Superintendent prior to receiving any deliveries. Subcontractor must provide all unloading and hoisting as required for his deliveries & store in a location designated by Project Superintendent. The Subcontractor shall coordinate all space requirements necessary for subcontractor's equipment and material storage with Contractor's Superintendent. The Subcontractor shall provide all scaffolding, lifts, hoisting, and cranes necessary to install work defined by this contract. All persons operating such equipment shall have certifications as required by Owner, City, State OSHA & any other governing agencies. Submit crane plan a minimum of two weeks prior to mobilization for review. Conformance with City requirements for traffic control, access and haul routes, etc., without an increase in cost to the Contractor.
- 11. Pre-job Conference:** Prior to the commencement of any work, the Subcontractor will be required to attend a pre-job conference with the Contractor, Contractor's Safety Representative and other parties as may be required.
- 12. Foreman:**
  - a. Provide full time Foreman. While performing work on site, Foreman shall be required to attend daily meetings. Time and location of meetings shall be at Contractor's Superintendents discretion. Attendance is mandatory.
  - b. Foreman is required to walk his work daily, prior to Contractor's & Inspector's walk through for acceptance, and prior to any inspections to ensure compliance with all codes, plans and specifications.
  - c. It is mandatory that a Subcontractor Superintendent/Foremen be approved for this project two (2) weeks prior to scheduled start date as notified by Contractor's
  - d. A Subcontractor Superintendent/Foreman shall be qualified/responsible and must speak English. This Superintendent/Forman is to remain on site through duration of Subcontractor scope of work while on this project and will not be replaced without authorization from Contractor. At anytime while this subcontractor is performing work on site, qualified supervision by this Superintendent/Foreman shall be present.
  - e. It is mandatory a Subcontractor Superintendent/Foremen and appropriate representatives of Subcontractor attend all weekly and daily pre-task meetings during performance of Subcontractors scope. Days and times to be established upon project commencement. Attendees shall be a representative of the Subcontractor, having authority to make work force, financial, and schedule commitments. Contractor to assess damages on missing meetings.
  - f. Breakfast/breaks/lunch will be allowed only in a designated area. Trash from these breaks shall be cleaned-up immediately. No glass containers will be allowed on this project.
- 13. Clean –up:** The Subcontractor will be responsible for the ongoing clean up of trash, dirt, and debris which result from its operations and shall participate in a continual, ongoing clean up with other Subcontractors on site. Trash will not be allowed to accumulate. The Subcontractor will load the dumpster(s) in a neat and compact manner unless otherwise specified in scope of work. Contractor will provide dumpsters, located on site, for normal construction waste for use by the Subcontractor. Rock, reinforcing steel, structural steel, concrete and hazardous materials are not permitted to be disposed in these dumpsters. If the Subcontractor requires disposal of these types of materials, he shall provide for his own dumpsters/disposal services at no additional cost. If the Subcontractor is lax in its cleaning, and/or Subcontractor's clean –up is creating a safety hazard as determined by the Contractor, the Contractor's Superintendent will give notice to the Subcontractor's field personnel and forward written notice to the Subcontractor's home office that the cleaning is not being kept current and will proceed to perform the Subcontractor's cleaning on a cost plus ten percent (10%) overhead, and ten percent (10%) profit basis within twenty-four (24) hours of notification. Subcontractor shall also minimize dust and debris resulting from its construction activities. Unless alternate specific arrangements have been agreed upon with Contractor's onsite



representative, Subcontractor shall participate in a weekly composite cleanup crew consisting of 1 man per every 10 men, or portion of 10 men, he has on job. Composite cleanup crew will assemble once a week as required.

**14. Survey and Dimensions:** Subcontractor shall be responsible for its' own layout from control lines and benchmarks established by Contractor in accordance with the Contract documents unless listed otherwise under Exhibit B of this Agreement. No work may proceed until Subcontractor has checked and verified all dimensions shown on the Contract Documents and advised all entities engaged in the work of the final dimensions to be used. Subcontractor is responsible for all field dimensioning required to complete the Scope of Work defined within this Agreement. Any monuments, bench marks, line, grades and staking destroyed by Subcontractor during the course of this work will be restored by the Contractor at Subcontractor's expense.

**15. Material and Storage Requirements:**

- a. Subcontractor will notify Contractor of storage requirements prior to mobilizing any equipment or making any material deliveries. Subcontractor is responsible for the short term and long term maintenance and storage requirements of all materials and equipment supplied, as part of this Subcontract, to the satisfaction of the manufacturer. Subcontractor is to maintain storage and maintenance records and provide Contractor with a copy upon request. This requirement is also applicable to any Owner or Contractor furnished equipment that is installed by this Subcontractor as part of this Subcontract.
- b. If payments are to be made on materials not incorporated in the work but delivered and suitably stored as provided above, such payments shall be conditioned upon submission by Subcontractor of executed security agreement, financing statement (UCC-1), lien search and/or releases, bills of sale or such other procedure satisfactory to Contractor and Owner to establish the Owner's title to such materials or otherwise protect the Owner's interest including applicable insurance and transportation to the site. Insurance coverage shall be provided by Subcontractor at Subcontractor's expense for the full replacement value of such materials and shall cover for all risk of loss. Such payment shall not in any way alter Subcontractor's responsibilities enumerated hereinabove and such materials shall be in care, custody and control of Subcontractor until installed in the work and accepted by Owner.
- c. In the event Subcontractor is to install materials or equipment to be provided by Owner, Contractor or others, Subcontractor shall be responsible for receiving delivery at such time as designated by Contractor. Subcontractor shall immediately inspect, sort and inventory such delivery to verify that the necessary quantity, quality and type of materials and equipment have been delivered, and shall notify Contractor within 48 hours of any shortage or other deficiency. If Subcontractor fails to do so, any subsequently claimed shortage or deficiency shall be deemed a result of wastage, loss or damage by Subcontractor. Upon delivery of the materials or equipment, Subcontractor shall be responsible for storage, handling and all necessary protection until installation, turnover and acceptance of the Work.

**16. Standby Electrician:** In the event that a standby electrician is required due to local trade jurisdictions, while the Subcontractor is working premium time or using a hoist or like equipment on premium time, the Subcontractor will be responsible for the necessary arrangements with the Electrical Contractor and pay all costs related thereto.

**17. Temporary Electric:** Contractor will provide temporary electric service at designated locations at the Project. Subcontractor will be responsible for all costs to get the service from the designated locations to the Subcontractor's work areas. Subcontractor to provide task lighting as needed for own scope of work.

**18. Temporary Water:** Temporary water for construction use will be provided by the Contractor. Subcontractor shall be responsible for employee drinking water.

**19. Temporary Facilities/Equipment to be Provided by Subcontractor:** The following temporary facilities and equipment are to be furnished, installed, maintained, and removed by the Subcontractor: N/A

**20. Parking:** Subcontractor's personnel and supplier's personnel shall park in area designated by Contractor. All vehicles parked in unauthorized areas shall be towed at vehicle owner's expense. Subcontractor is responsible for any off site parking permits and/or Fees.

**21. Work Hours:** Subcontractor shall work the standard work hours of the project as directed by contractor. If the Subcontractor is behind in its work and no time extension has been granted by the Owner, the Contractor may direct the Subcontractor to work additional hours after consulting with the Subcontractor.



- 22. Testing & Inspections:** Subcontractor shall coordinate and cooperate with the Contractor, Architect, Engineers, Testing Agencies, and all other Subcontractors in connection with design, erection, inspection, component or unit testing, start-up, systems tests, final tests, and acceptance tests. Subcontractor is to notify Contractor's superintendent 72 hours prior to all inspections. Furnish services and equipment for all applicable inspections. Subcontractor's Superintendent/Foreman shall accompany inspector, for all inspections required for this trade. The independent material testing and inspection company will be provided and paid for by the Owner or Contractor.. Any retesting or additional testing required as the result of initial test failures shall be at the expense of the Subcontractor. Owner's testing does not include those tests required for purchase materials and goods (Mill Test Reports, Concrete Mix Designs, UL Labeling, Etc. or Lt. gage metal framing).
- 23. Existing Conditions & Adequacy Of Related Work:** Subcontractor assumes all risks pertaining to the existing site conditions and access to the site. . Subcontractor shall inspect and approve all related, adjacent, underlying or dependent work, materials or services furnished by Contractor or others that may affect, support or underlie Subcontractor's work (Related Work) before commencing such work. By commencement of its work, Subcontractor acknowledges that all Related Work required to be furnished or performed by Contractor and others has been furnished and performed and is acceptable to Subcontractor. If Subcontractor fails to notify Contractor in writing and in advance of any defect or deficiency in Related Work so that Contractor may investigate, resolve or remedy prior to Subcontractor's commencement of work, Subcontractor will be liable for all costs necessary to correct or replace both the Related Work and Subcontractor's own affected work.
- 24. Systems:** The Subcontractor represents and warrants that any system, process or equipment that contains any software or firmware provided under this subcontract shall be able to perform such calculations and properly exchange date and time data when used in combination with any system, process or equipment on the project.
- 25. Cleaning and Protection:** Subcontractor is to provide final cleaning, upon completion of all work installed as part of this Subcontract. The Subcontractor is also responsible for the following:
- Subcontractor shall install all materials in a consistent manner, utilizing the highest quality of installation methods. All installations shall meet or exceed any and all tolerances specified in the contract drawings and specifications and/or standard industry practices. All installations shall be complete and in accordance with the contract documents and/or all governing agencies. Subcontractor is solely responsible for the dimensional correctness of all their work.
  - Protection during and upon completion of the work of this Subcontract.
  - Repair of damage caused during the transportation, handling and installation of the work of this Subcontract.
  - RESPONSIBILITY AND PROTECTION OF WORK.** Subcontractor shall have full and complete responsibility for and shall secure, protect and maintain in good condition all work done hereunder until final acceptance by Owner and Contractor. Subcontractor further shall protect the workmen, property and equipment of Owner, Contractor and other subcontractors against injury or damage in any way arising out of or connected with the operations conducted by Subcontractor hereunder. Subcontractor waives all rights it might have against Contractor for loss or damage to Subcontractor's work, property or materials. If Subcontractor shall damage the work or installation of Contractor or other subcontractors, Subcontractor shall promptly pay to Contractor all costs incurred in repairing the damage.
- 26. Requests for Information (RFI's):** The following procedure is to be followed with regard to RFI's: All deviations from or discrepancies to the plans, specifications/standards schedule or submittal requirements must be brought to the immediate attention of the Contractor in writing with an RFI with sufficient details, references and explanations to permit proper analysis. Suggested solutions or substitutions shall accompany the notification.
- 27. Submittals:** The following procedure is to be followed with regard to submittals: Subcontractor shall provide Contractor Electronic PDF engineered shop drawings as required by the Specifications and/or code. Submittals are due 10 business days after written notice to proceed is given by Contractor. Subcontractor shall provide (3) Three, or as required, original warranty letters signed and dated. All warranties shall begin on the date of the Notice of Completion. All close-out documents, including warranty letters, operations and maintenance manuals, training, change order logs closed, extra materials and as-built drawings per specifications shall be submitted to Contractor prior to submitting final retention billings.
- 28. Daily Reports:** While working on site, the Subcontractor is to provide daily reports at the end of each day's work to the Contractor's Superintendent. Daily reports are to contain manpower and areas worked information. Contractor to access damages on missing reports.



**29. Quality Control:** Subcontractor is to designate an individual who will be responsible for on site quality control during this Subcontractor's field operations. This individual must be dedicated solely to quality control and is to coordinate their efforts with the Contractor's Quality Control Engineer. This requirement does not require that the Subcontractor have their individual on site full time, unless the quality of the workmanship so dictates, but rather visit the jobsite a minimum of once a week during the Subcontractor's field operations. Weekly visits are to be coordinated and made in conjunction with the Contractor's Quality Control Engineer. The Subcontractor is aware and agrees to a punch list(s) generated by the Owner, Architect, Occupant, and Contractor outlining those areas that must be addressed before a portion of the building is accepted as finished. The Subcontractor shall revert to whatever means necessary to insure timely completion of punch lists, including dedicated worklist/punchlist crews. Miscellaneous patching, repair and/or corrective work to minor damage inflicted by unidentifiable parties prior to owner turnover shall be included. Subcontractor shall perform all cutting and patching as required to install their work as required unless otherwise noted.

**30. Subcontractor's Changes:** If the Subcontractor changes any of the Project Contract Documents requirements or details in conjunction with its work or the work of others, the Subcontractor must bring these changes to the attention of the Contractor in a timely and written form and must obtain the written approval of the Contractor prior to proceeding with the work. The Subcontractor will be required to bear all additional costs if this requirement is not complied with and the changes so made cause additional cost to the Contractor or others .

**31. Changes:**

- a. **The Contractor's Right to Make Changes:** The Contractor may at any time by written order, and without notice to the Subcontractor's Sureties, have the right to make changes in, additions to and omissions from the work to be performed and materials to be furnished under this Subcontract Agreement, including the right to delete all or any portion of the Subcontractor's remaining work. Contractor may use details and methods of construction other than those indicated on the Plans and Specifications.
- b. **Requirements of Subcontractor Claims for Changes:** The following shall in no way limit or modify the requirements and procedures established by the Owner for submission and resolution of any claims for changes.
  1. If subcontractor shall claim that any such change, or any other action, omission, event, or condition, alters its scope of work or increases the cost or time of performance of its work, it shall, as an essential term of this Agreement, notify the Contractor in writing within 5 working days of the receipt of such order or such action, omission, event, or condition giving rise to the claim, or such claim shall be barred. Within 5 working days following the issuance of such notice, the Subcontractor must specifically identify the amount, provide a breakdown or calculation of the amount, (including allowable mark ups of 5% for overhead and 4% for profit or as otherwise specified in Contract between Owner and Contractor) and the basis and justification for the claim with sufficient detail and precision for the Contractor to evaluate and determine the merits of the claim for presentation of such claim to the Owner or other responsible parties. Subcontractor acknowledges and agrees that such notice is essential for the Contractor to manage the work, manage and report the financial status of the work, mitigate impact of changes, preserve the rights against the Owner and other Subcontractors, and to evaluate the exercise of its rights including but not limited to termination for convenience. An equitable adjustment, if appropriate, in the Subcontract price shall be agreed upon in writing by the Parties, but Subcontractor shall not delay proceeding with the Work as changed pending such agreement. If the parties are unable to agree upon the amount of the addition to or the reduction from the subcontract price or time, the Subcontractor shall nevertheless proceed with the Work, and the determination of such amount of the addition or reduction shall be determined in accordance with the General Contract, the Contract Documents, and this Subcontract.
  2. No claim by Subcontractor for additional compensation, whether for changes or for extra labor or materials furnished, or otherwise, shall be made or paid unless performed or furnished pursuant to a prior written order signed by an authorized representative of the Contractor.
  3. It is understood and agreed that any claims for changes demanded by the Subcontractor arising from omissions and/or discrepancies in the plans or specifications prepared by the Owner and/or their representatives shall not be binding upon the Contractor or honored by the Contractor except to the extent that they are approved and the extent actually paid for by the Owner. Costs for all



such extra work or changes by either party shall be billed prior to and payable in the next current payment (as set forth in "Payments" of this Subcontract Agreement) following completion of such work and approval and payment by the Owner to the Contractor.

4. No claims, for additional work orders, will be authorized by field Superintendents. All claims must be sent in writing to the attention of the Project Manager at Contractor's main office for approval prior to commencement of any work. All owner initiated requests for proposals or claims must be priced and addressed within 5 days, itemized per the delta narrative showing hourly rate, man-hours, material, actual man-hour time cards and material invoices.

**32. Payments:**

- a. The Contractor agrees to pay the Subcontractor for the full and faithful performance by the Subcontractor of all terms and conditions hereof the sum indicated on page one of this Agreement with said amount to be paid as follows: Ninety percent (90%) of the value of work which has been placed in position to the continuing satisfaction of the Owner and for which payment has been made by the Owner to said Contractor, with ten percent (10%) retained by the Contractor until the last payment is made to the Subcontractor. Subcontractor agrees to assume the risk of payment by the Owner for subcontractor's work. Receipt of payment from the Owner to the Contractor for Subcontractor's work is an absolute condition precedent to the Subcontractor's right to payment. If for any reason (including but not limited to the insolvency or inability to pay) the Owner does not make payment to the Contractor (including but not limited to any partial or progress payment, retainage, final payment or payments for changes, extras, modifications or the like or payment on account of any claims for delays or inefficiencies or other claims, or any other payment due on account of Subcontractor's work), Subcontractor shall not be entitled to such payment. Monthly progress payments shall be made seven (7) working days after Contractor is paid, except the last payment , which the Contractor shall pay to said Subcontractor on or the thirtieth (30<sup>th</sup>) working day after said materials and labor installed by said Subcontractor have been completed, turned over, and accepted and approved by the Owner, after the final payment is received by the Contractor, and after satisfactory evidence is furnished to the Contractor by the Subcontractor that all labor, materials, equipment, appurtenances, services, etc. used or incorporated in the particular work have been paid in full.
- b. **Joint Assumption Of Risk** The parties agree that General Contractor's actual receipt of any progress, change order, claim, retention or final payment from Owner shall be an express condition precedent to General Contractor's or its surety's obligation to make any such payment to Subcontractor for the Work. Subcontractor agrees that all payments to Subcontractor shall only be made from, and its right to recover for the Work is exclusively limited to, the funds actually received by the General Contractor from the Owner and from no other source. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to the Subcontractor, in the risk that the Owner may fail to make one or more payments to the General Contractor for all or a portion of the Work or any changes thereto.
- c. **Schedule of Values:** Subcontractor must submit a cost breakdown (Schedule of Values) of the Subcontract amount to the Contractor for approval within seven (7) calendar days from the date of execution of this Subcontract. Schedule of Values must be approved by the Contractor prior to acceptance of the first monthly progress requisition and is to be submitted in accordance with the following format:
- d. Subcontractor is required to submit billing percentages **via Procore or Textura** each month projecting through the end of the month for the Contractor's Project Manager's approval.

**33. Where the term "day" is used in this Agreement it shall mean "calendar day" unless otherwise specifically defined.**

**34. The Contractor's failure to exercise any right hereunder or to insist upon the performance of any of the terms, covenants or conditions of the Subcontract shall not be construed as a waiver or relinquishment of the requirement for future performance of such covenants or conditions by Subcontractor. All obligations of Subcontractor with respect to future performance shall continue in full force and effect.**

**SECTION 3- EXECUTION OF THE WORK**

- A. **Timely Progress:** It is expressly UNDERSTOOD AND AGREED by and between the parties hereto that time is and shall be considered the essence of this Subcontract. Subcontractor shall confer and coordinate with Contractor in scheduling its work. Subcontractor's work and responsibilities shall be performed in a prompt, efficient, workmanlike and diligent manner. Subcontractor will promptly begin said work as soon as it is notified by the Contractor that the Project is far enough advanced



to allow the beginning of the portion of work included in this Agreement. Subcontractor shall do all things necessary and incidental to the prosecution of its work whenever such work, or any part of it, becomes available, or at such other times as the Contractor may direct, without claim for additional costs based on any rescheduling ordered or caused by the Contractor. If Subcontractor deems that it's being delayed by the Contractor or other Subcontractors in the prosecution of the work of this Agreement, then the Subcontractor will within three (3) calendar days of the beginning of the delay so notify the Contractor in writing. If satisfied that said delay is caused by others than said Subcontractor hereunder, Contractor will allow additional time sufficient in the Contractor's judgment to make up the time so lost.

- B. **DAMAGES** In the event that the Subcontractor shall fail in the performance of the work to be performed under this Subcontract by and at the time or times herein mentioned, referred to, or agreed to in the project schedule, or the Subcontractor is otherwise responsible for the late completion of the project said Subcontractor shall pay unto said Contractor, as damages, all such actual damages and liquidated damages suffered by the Contractor by reason of such default.

#### SECTION 4- CONTRACT SCHEDULING REQUIREMENTS

- A. Work shall commence upon receipt of Notice to Proceed from Contractor and be complete in accordance with the proposed days for contract completion as specified for each Subcontractor as identified in Exhibit C. In light of the overall completion date from the General Contract, the Subcontractor shall provide the necessary scheduling input which shall meet the approval of the Contractor and which shall facilitate the development of the project schedule as mentioned in the Contract Documents. The Subcontractor shall include, in addition to normal work activity input, input which encompasses shop drawing approvals, delivery durations for important materials and/or equipment, resource loading (manpower, equipment, cost – labor/material), and logic relationships with other activities including physical and site restraints. This input shall be completed and provided by the Subcontractor upon award of this Subcontract Agreement and at such other times as requested by the Contractor. This input shall be submitted using CPM schedule software. The Subcontractor's input shall become the basis for the development of the required schedule and in the updating thereof as required by the Owner and the Contractor.
- B. Subcontractor, at Contractor's request, agrees to attend weekly meetings to maintain a three (3) week look ahead schedule. Subcontractor, at Contractor's request, agrees to attend progress scheduling meetings at least once per month in order to cooperate with the Contractor in:
1. Changing the logic of the schedules to reflect the progress of the work;
  2. Developing a narrative for the reasons why logic changes were made;
  3. Updating the individual Subcontractor activities; and
  4. Integrating changed work into the schedules.
- C. A schedule update will be distributed by the Contractor. Subcontractor shall review each update and notify Contractor of any deviation contained in the update which was not agreed upon during the monthly schedule meeting.
- D. The integrated schedule shall become the basis of this Subcontractor's work and the Subcontractor shall comply with it in all respects. Subcontractor shall use its best efforts to diligently pursue its work in order to permit Contractor to meet the dates for Subcontractor's work as they relate to its own work and the work of others and to achieve the completion dates established in the schedule for the overall project. Subcontractor shall designate an individual with the responsibility and authorization to progress/revise the schedule and approve changes as required. If the Subcontractor falls behind schedule by not diligently pursuing the work, the Contractor will have the right to require the Subcontractor to accelerate the work at Subcontractor's cost until the work is back on schedule.
- E. Progress Schedule. Subcontractor agrees to complete the several portions and the whole of the work covered by this Subcontract by the time or times designated by the progress schedule developed by the Contractor as such progress schedule may be modified from time to time by the Contractor. By preparing or updating a schedule, Contractor does not warrant that the schedule will necessarily be accomplished, or that Subcontractor's work can proceed as indicated. The schedule shall merely depict Contractor's then best estimate of both the sequence and scheduling of the work to be performed. The Contractor reserves the right to re-sequence, re-schedule and/or accelerate the work to meet the Prime Contract completion date of the project or such Contractor designated early finish date without additional compensation being paid to the Subcontractor because of any such change. All schedules, supplementary schedules, and related revisions are incorporated by reference into this Subcontract and are collectively referred to as the "Progress Schedule."



## **SECTION 5- DELAY AND DEFAULT**

The Subcontractor will furnish all supervision, labor, materials, tools, equipment, appliances, and accessories, including all necessary scaffolding, and prosecute said work with due diligence without delay, and will not in any manner, by delay or otherwise, interfere with the work of the Contractor or other subcontractors. Should the Contractor conclude that the Subcontractor is delaying said work by failure to prosecute the work with diligence; should the Subcontractor fail to furnish a sufficient number of properly skilled workmen or sufficient quantity of suitable materials or adequate equipment to meet any original or revised progress schedule; should the Subcontractor fail to perform the work in the order and sequence directed; should the Subcontractor fail to correct or replace any damaged or defective work or materials; should the Subcontractor allow judgments to be obtained and stand against it; should Subcontractor become insolvent; should Subcontractor have a committee of creditors appointed for it; should Subcontractor go into receivership or bankruptcy; should Subcontractor fail to pay any person or firm that furnished material or supplied or performed labor in the prosecution or the work; or should Subcontractor fail to perform its work with due diligence; then, if said Subcontractor fails to remedy the situation in a period of 48 hours after written notice is given to it by the Contractor, addressed to its last known address or posted on the project, the Contractor may declare the Subcontractor to be in default, terminate the Subcontractor for said work, enter upon the Subcontractor's premises, the job site or any other location where the Subcontractor has stored tools, materials, equipment, plans, drawings, schedules or other documents, without posting a bond, that have been ordered, prepared or maintained by Subcontractor in furtherance of the work pursuant to this Subcontract, and take custody and control thereof, and take over in whole or in part and complete the work with Contractor's own staff, another subcontractor, or both, charging the cost of the same plus ten percent (10%) for overhead and ten percent (10%) for profit to the Subcontractor's account. If, after the completion and acceptance of all the work on the project, there is anything left in the Subcontractor's account, that balance will be paid to the Subcontractor. If, on the other hand, the expense of the Contractor completing the work is more than the balance due, the Subcontractor shall pay said amount to the Contractor. In the event it becomes necessary for the Contractor to collect any deficiency from the Subcontractor by legal action, the Subcontractor agrees to defray all Contractor's reasonable attorney's fees and other court expenses in connection with such action.

## **SECTION 6- INDEMNIFICATION FOR DELAY**

Should said Subcontractor fail to begin, continue, and complete the work as herein provided and should the Contractor suffer or permit said Subcontractor to occupy more time than required under this Agreement, in that event, said Subcontractor hereby covenants and agrees to indemnify and save harmless the Contractor from any loss or damages which it may incur or be compelled to make good to others including, but not limited to, the Owner of said project under or by virtue of the contract with the Owner, for or on account of delay in the completion thereof, insofar as said delay was caused by said Subcontractor.

## **SECTION 7- EXTENSION OF TIME**

- A. When extension of time for strikes, fires, casualties, weather, or for any other reason beyond its control has been granted to the Contractor by the Owner or its representative as set forth in the General Contract, the same extension, to the extent applicable, shall be granted said Subcontractor; it being expressly agreed, however, that the Contractor shall not be liable to the Subcontractor for any claims associated with any such extension of time except to the extent and amount that the Contractor is actually paid therefore by the Owner or others for the specific use and payment of Subcontractor's claim. The Contractor merely acts as a conduit to provide the Subcontractor with contractual privity for access to the Owner or others to seek reimbursement for damages caused by such an extension of time.
- B. No allowance for time or damages will be made to the Subcontractor for delay in preparing its submittals or in securing approval of same when such submittals are not properly prepared for approval of the Owner.

## **SECTION 8- CLAIMS**

- A. If the Subcontractor is delayed in the prosecution of its work due to the acts of the Owner and/or its agents, other independent contractors of the Owner, the Contractor, or the Contractor's other subcontractors and the Subcontractor suffers delay, acceleration, loss of efficiency, extended overhead, or any other type of damages therefrom, the Contractor agrees to transmit to the Owner, other subcontractors, or other entity any such claims submitted to it by the Subcontractor. Likewise, if the Subcontractor has any other type of claim for damages including, but not limited to, differing site conditions, changes in scope of work, disruption, loss of efficiency, cumulative impact of change orders, payment delay, or any other type of damages caused by the Owner, other independent contractors of the Owner, the Contractor, the Contractor's other subcontractors, or any other entity, the Contractor agrees to transmit to the Owner, other subcontractors, or other entity any such claims submitted to it by the Subcontractor. Any claim submitted by Subcontractor shall be accompanied by sufficient detail and certification (if applicable) that validates the claim's legitimacy such that enables Contractor to reasonably transmit the claim to Owner or others.
- B. The Contractor under this SECTION merely acts as a conduit to provide the Subcontractor with contractual privity for access to the Owner, other subcontractors, or other entity to seek reimbursement for damages incurred for such delays or other claims. It is agreed that in no event will the Contractor be liable for Subcontractor's claims for such damages except to the extent and amount that the Contractor is actually paid therefore by the Owner, other subcontractors, or other entity for the specific use and



payment of Subcontractor's claim unless (a) the Subcontractor promptly and properly notifies the Contractor of a delay or other claim caused by the Contractor or other subcontractors under the control of the Contractor in writing (see Article Third, Execution of Work) and (b) the Contractor fails to correct promptly a delay or element of another claim caused solely by the Contractor. The Owner's decision regarding Owner related claims and the Contractor's decision regarding all other such claims will be final and binding upon the Subcontractor subject to the disputes provisions of this Subcontract.

#### **SECTION 9- NOTICES**

Unless otherwise provided in the paragraphs above, Subcontractor agrees to follow the procedures set forth in the General Contract and to give to Contractor each and every notice, statement, and claim of any character or form in the same manner and in at least seven (7) calendar days before the end of the time period required by said General Contract for the Contractor to give notice so that any claim may be considered by the Owner. Failure to give such notice which results in the Owner denying Subcontractor's claim shall bar said claim against the Contractor unless the failure to give notice is waived or extended by the Owner. Failure to provide such notice, statement, or claim in conformance with the above referenced conditions and clauses will serve to limit or bar Subcontractor in the same manner as set forth in the General Contract with the Owner. Subcontractor acknowledges that failure to give notice as required shall prejudice Contractor's ability to maintain contractual commitments with Owner or others.

#### **SECTION 10- COOPERATION**

The Subcontractor and its subcontractors, if any, shall cooperate with Contractor and other subcontractors on the premises and shall so carry on their work so that other cooperating subcontractors shall not be hindered, delayed, or interfered with in the progress of their work and so that all of such work shall be a finished and complete job of its kind.

#### **SECTION 11- COORDINATION AND INTERFERENCE**

The Subcontractor shall coordinate its work with that of others in order that interferences between mechanical, electrical, architectural, structural, mechanization, and other systems will be avoided. In case interference develops, the Owner and/or Contractor will determine which equipment shall be relocated regardless of which was first installed, and the Subcontractor shall be held fully responsible for the cost of relocation. Where installations are complex, coordinating layouts of work shall be prepared by this Subcontractor and shall be submitted for approval in addition to all other coordination drawings as required by the Contract Documents. Further, Subcontractor shall be required to furnish any additional information or documents for the purpose of coordination that the Contractor may require so as to facilitate the preparation of project coordination drawings and information.

#### **SECTION 12- INTERPRETATION OF DOCUMENTS**

Should any dispute arise between the parties respecting the true construction of the Plans, Specifications, and Contract Requirements, the decision of the Owner or its representative as set forth in the General Contract shall be final subject to the disputes provisions of this Subcontract. In the event of any such dispute, the Subcontractor shall proceed, without interruption, with the work provided for herein, in such manner as may be directed by the Contractor, pending the decision of the Owner or its representative as set forth in the General Contract. It is further agreed that in the event of any dispute arising between the Subcontractor and the Contractor as to the scope and/or intent of this Subcontract, the Subcontractor shall proceed with its work without interruption pending settlement thereof.

#### **SECTION 13- INSPECTION**

The Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by the Owner, the Contractor, or its authorized representatives. Subcontractor shall at once, and without extra time or pay, remove all materials and take down and rebuild all portions of the work condemned by the Owner or Contractor upon receiving notice in writing of such condemnation.

#### **SECTION 14- WARRANTY**

Subcontractor warrants and guarantees all work in full accordance the General Conditions of the General Contract, the other warranty and guarantee, tests and inspections, corrections, and removal or acceptance of defective work sections, and all other applicable sections of the Contract Documents for a period of two (2) years from date of Substantial Completion.

#### **SECTION 15- EQUAL OPPORTUNITY**

- A. It is Contractor's policy that employment decisions be made without regard to race, religion, creed, sex, national origin, age, veteran status, and non-job related disability.
- B. During the performance of this Agreement, the Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, or national origin. The Subcontractor will take affirmative action to insure that applicants are employed without regard to their race, religion, creed, sex, national origin, age, veteran status, and non-job related disability. The Subcontractor will comply with all provisions of The Civil Rights Act of 1991, The American with Disabilities Act of 1990, and Executive Order No. 11246 of September 24, 1965, including all amendments, updates, and



modifications to this Executive Order, and relevant orders of the Secretary of Labor, including the regulations set forth in 41 CFR 60 and subparts thereof relating to employment of minorities, females, disabled workers, and disabled and Vietnam Era Veterans.

- C. All subcontractors will comply with the United States 274A, of the Immigration and Nationality Act, 8 U.S.C.A. 1324a, which provides that all subcontractor employees must be eligible to work in the United States. The subcontractor will not discriminate in its hiring practices based upon age, sex, color, race, citizenship, nationality, or any other protected class by law and the employer will maintain and keep on file fully executed I-9 Forms on all of its employees for three years from the date of hire or one year from their termination date whichever is later. To insure full compliance with these regulations the subcontractor will train its employees regarding proper I-9 Form procedures and will train each of its subcontractors regarding their employment verification obligations. The Subcontractor will not knowingly hire subcontractors who make it a practice to hire illegal aliens and shall:
  - 1. Certify all of their current employees are eligible to work in the United States and the Subcontractor has a fully executed I-9 Form and identity documents for each employee at the time of signing.
  - 2. Not allow access to a Company jobsite for a newly hired worker to begin working until the Subcontractor has completed and fully executed all parts of an I-9 Form on each employee per the Immigration and Naturalization Act requirements.
- D. The subcontractor will keep on file all of its employees' I-9 Forms and identity documents.
- E. The Subcontractor will train its employees on proper I-9 Form procedures for hiring and filing.
- F. The Subcontractor will audit the I-9 forms monthly to insure each employee is in compliance.
- G. The Subcontractor is required to notify Contractor immediately of any on-site investigation or audit of a subcontractor's I-9 Forms that is occurring. Further, the subcontractor is required to notify and provide copies of any IRCA charges, civil penalties, or other civil or criminal enforcement actions that occur on the Company jobsite.
- H. The Subcontractor hereby agrees to indemnify Contractor from any penalties and damages, including reasonable attorney's fees, arising out of the subcontractor's failure to comply with its obligations under 8USC 1324a. 274A.

#### **SECTION 16- LABOR**

- A. The Subcontractor agrees that in the preparation of the material and the performance of its work, as provided herein, it will employ only such workers as will work in harmony with the other workers employed by the Contractor or other Subcontractors, and the Subcontractor further agrees that it will, at the request of the Contractor, forthwith discharge and remove from the premises to which this Subcontract applies or relates any person designated by the Contractor. The right of the Contractor to request the discharge of any workers employed by the Subcontractor shall not be construed to constitute the Contractor as the employer of any workers employed by the Subcontractor.
- B. The Subcontractor agrees to adhere strictly to all laws and to all regulations in connection with employment of labor, including, but not limited to, those contained in the specifications, bulletins, and all subsequent amendments and modifications thereof, which are part of the General Contract with the Owner and which form a part of this Subcontract. The Subcontractor further agrees that any penalty imposed upon the Contractor due to any infraction of these requirements or violations thereof by Subcontractor shall be charged to and borne by the Subcontractor.

#### **SECTION 17- TAXES AND LAWS**

- A. The Subcontractor assumes every responsibility for and agrees to pay all assessments, contributions, taxes, etc. required by the Federal Social Security Act and any Social Security Statutes of the State or States in which it may operate, now in force or which may be enacted, and generally to comply with all rules and regulations set forth thereunder. Subcontractor shall pay directly to all governing bodies all taxes (including any income, sales, occupation, use and all other taxes) in connection with its work that the Subcontractor or the Contractor is required to pay or withhold.
- B. If the Subcontractor fails to make such payments, including but not limited to employee taxes required to be withheld by Subcontractor, Contractor may make such payments, using IRS Form 4219 in the case of employee taxes, and deduct the amount of such payments and all costs related thereto from the Subcontract amount. Contractor shall not be obligated to exercise its right to make such payments. This provision is not intended to and does not make any third person including governmental agencies a third party beneficiary of this Subcontract Agreement or any portion thereof.
- C. Subcontractor shall comply with all Federal, State, and Local Laws and Regulations applicable to said work. In the event that the Subcontractor is found to have violated any Federal or state statute, executive order, ordinance, public building or public works contract provision or contract specification relating to discrimination in employment or fair employment practices by the



appropriate commission, contract authority, or governmental agency which is charged with responsibility of enforcement of such statute, executive order, ordinance, or contract provision or contract specification, the Subcontractor shall be considered in default under this Agreement and if, after written notice from the Contractor, the Subcontractor shall fail to correct the violation within forty-eight (48) hours, the Contractor shall have the right to terminate this Agreement for such default.

- D. The Subcontractor agrees to indemnify and save the Contractor harmless against any expenses, loss, or liability of any kind incurred by the Contractor by reason of the violation by the Subcontractor of any federal or state statute, federal executive order, city ordinance, public building or public works contract provision or contract specification relating to discrimination in employment or fair employment practices or any other legal requirement of law or regulation applying to Subcontractor's work. This provision shall be included in any contract let by the Subcontractor of any work covered by this Agreement.

## **SECTION 20- PUBLIC AUTHORITIES AND PERMITS**

The Subcontractor shall obey all laws and regulations and shall secure and pay for all licenses and permits that it may require to comply fully with all laws, ordinances, and regulations of the proper Public Authorities in connection with the performance of this work. The Subcontractor shall be responsible for all damages and penalties and shall indemnify and save harmless Contractor and Owner from and against all damages, penalties, and liability which may arise out of the failure of the Subcontractor to obey all laws and regulations or failure to secure and pay for any such licenses and permits or failure to comply fully with any and all applicable laws, ordinances, and regulations.

## **SECTION 21- SAFETY**

A. The Subcontractor and its lower tier Subcontractors are solely responsible for the health and safety of its employees, agents, subcontractors, and other persons on and adjacent to the Work Site. The Subcontractor shall take all necessary and diligent safety precautions with respect to its work and shall comply, at Subcontractor's cost, with ALL safety policies, programs, and measures initiated by the Contractor and the Owner (including substance abuse testing and return to work programs) and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Code of Federal Regulations Title 29, Part 1926, applicable portions of CFR 29, Part 1910, and "Occupational Safety and Health Act" paragraph 5 (a)(1). Subcontractor's work shall be carried out and completed strictly in accordance with the Contractor's Safety Program that Subcontractor warrants that it has independently investigated and understands.

B. A copy of the Project's site specific Safety Plan is on file at the Contractor's Office and has been inspected by the Subcontractor. In case of conflict the more stringent requirement will apply.

D. It is also agreed that The Subcontractor will comply with the Contractor's requirements for fall protection and shall be responsible for supplying and implementing a safety program which provides for complete fall protection for all its workers (including its subcontractors, erectors, agents, etc.) exposed to falls above six (6) feet. The Subcontractor is responsible for ensuring that this and all other safety policies/guidelines are incorporated into any subcontracts, or lower tier contracts, which it may enter into on this Project.

E. The Subcontractor shall assign a competent safety representative, who at the Contractor's discretion may be required to have no other duties, depending on the size and type of work the Subcontractor is performing and (a) who is certified both in first aid and CPR, (b) who is experienced and capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and the public, and (c) who has authorization to take immediate corrective measures to insure the safety of the Subcontractor's work area. The Subcontractor's safety representative shall submit a site specific safety plan, and detailed Job Safety and Activity Hazard Analysis for each major work activity, to the Contractor for review prior to commencement of any work activities on the project site. Subcontractor shall report within four (4) hours to the Contractor any injury to any of the Subcontractor's employees including any injury sustained by an employee of the Subcontractor's subcontractors. In addition, an OSHA Form 101, "Supplemental Record of Occupational Injury and Illness" or equivalent and an accident investigation report indicating all specific facts, root cause, witness statements, and corrective action, shall be provided to the Contractor in the event of an injury to an employee employed under this Subcontract.

F. As an expert in the Subcontractor's field of work, the Subcontractor's supervisor and safety personnel have sole control over all requirements for doing the Subcontractor's work safely, and the Contractor is not responsible in any manner for the safety of the Subcontractor's work. If the Subcontractor fails to correct unsafe procedures, acts, or conditions within a twenty-four (24) hours of notification by the Contractor or any public authority, however, Contractor may (but has no contractual obligation to do so) correct the unsafe practice and backcharge the Subcontractor for these costs plus ten percent (10%) for overhead and ten percent (10%) for profit. This specifically includes but is not limited to the cleanup of Subcontractor's construction debris and the replacement of standard railings or barricades removed by Subcontractor's employees. Conditions which constitute "imminent danger" to any employee will result in immediate stoppage of work. No extension of time or additional compensation will be granted as a result of any stop order so issued. Repeated failures to correct unsafe practices will result in default and termination of this Subcontract pursuant to Section 5 and Section 29 without any further notice to the Subcontractor. In the event the Contractor receives a penalty from OSHA as a result of a violation of OSHA Standards by the Subcontractor or its subcontractors and Contractor is cited under the multi-employer worksite rule, Subcontractor agrees to protect, defend, indemnify, and hold harmless Contractor from the imposition of any fines and/or penalties by OSHA.



H. Subcontractor shall maintain at its own cost strict compliance on or near exposed energized electrical equipment and, whenever it is necessary to work on energized parts greater than 50 volts to ground, a risk/hazard analysis/arc flash hazard analysis will be conducted in accordance with NFPA 70E.

I. Subcontractor is responsible for dust control as required to perform your work. Subcontractor and all Sub-subcontractors (tier subcontractors) are required to be in complete compliance with Maricopa County Air Quality Division Rule 200, Section 306. Subcontractor must supply their MCAQD registration number along with the registration numbers of all Tier Subcontractors prior to commencement of work at the Project. If MCADQ Rule 200, Section 306 does not apply to Subcontractor or its Tiers, Subcontractor shall notify Contractor in writing prior to commencement of work.

J. Subcontractor shall comply with Site Specific SWPPP as applicable to your scope of work. Subcontractor shall take all precautions to prevent pollution of the air, water systems, detention & storm drain.

K. Since inclement weather is foreseeable during the execution of this subcontractor's scope, it shall use its best effort to leave the site in a condition that minimizes the effects of such weather.

L. Subcontractor to furnish and install all required barricades, safety signs, cones and flags including any other devices, appliances, personnel and labor to insure the maximum safety as required by the Owner, City, State, OSHA and other governing agencies. Subcontractor shall provide to Contractor's Superintendent copies of Subcontractor's safety meetings and lists of attendees. Subcontractor will be required to attend safety meetings conducted by Contractor's Superintendent and shall adhere to safety regulations as required by Contractor, OSHA and any other governing agencies. See EOS Builders, LLC. safety requirements.

M. Subcontractor agrees that if in the performance of this subcontract it becomes necessary to remove, replace or interfere with any safety devices, barricades, or controls installed by the Contractor or another Subcontractor, this Subcontractor will replace or restore such devices or controls at their expense. Subcontractor shall monitor and post required warnings of unsecured conditions until replaced or restored. In the event such safety devices or controls are not so replaced, Subcontractor agrees to reimburse the Contractor for any replacement.

N. Subcontractor shall be responsible for miscellaneous flagging and traffic control when specifically required for its own operation. It is the Subcontractor's responsibility to provide competent flag persons and adequate safety devices to protect the public during all of its operations.

## SECTION 22- INSURANCE

- A. Using an Insurance Company satisfactory to the Contractor, the Subcontractor shall provide adequate Worker's Compensation and Employer's Liability insurance covering the Subcontractor's employees working on the Project and will provide General Liability, Umbrella Liability, and Automobile Liability insurance covering the Owner, Contractor, the Architect/Engineer, the Construction Manager, and any of their respective employees and agents (the "Additional Insureds"), and the general public in accordance with all insurance requirements of the General Contract and the provisions contained herein, whichever are more stringent.
- B. The obligation of the Subcontractor is to provide such adequate insurance to protect the Subcontractor and the Additional Insureds from all risks and/or occurrences that may arise or result, directly or indirectly, from the Subcontractor's work or presence on the jobsite and all risks of injury to Subcontractor's employees, and other agents. This obligation is in addition to and shall not limit in any way the obligations assumed by the Subcontractor in Exhibit F or elsewhere in this Subcontract Agreement. This obligation shall not be avoided by allegations of contributory or sole acts, failure to act, omissions, negligence or fault of the Additional Insureds. Each policy of insurance shall waive subrogation against the Additional Insureds. As such, each policy of insurance provided for herein, except Worker's Compensation and Professional Liability, shall name the Contractor, Owner, the Architect/Engineer, and the Construction Manager as an additional insured under the policy, and each policy of insurance provided for herein shall be primary with no right of contribution against the Contractor, Owner, the Architect/Engineer, the Construction Manager or their insurers.
- C. The policies described above shall be written on a comprehensive form and shall conform to the laws of the State in which the job is located. All of the insurance specified herein shall be taken out, maintained, and paid for by the Subcontractor as part of the contract price specified on Page 1 of this Agreement.
- D. Before any of the Subcontractor's employees, sub-subcontractors' employees, and other agents do any of the work on the premises under control of the Contractor, Subcontractor shall furnish the Contractor with the Insurance Company's certificate that the required coverages have been provided and each certificate shall contain a provision whereby the Insurance Company shall notify the Contractor thirty (30) days prior to the expiration of any coverages contained thereon. The certificates shall contain the date when each coverage expires and a specific confirmation that the Employer's Liability, General Liability and Automotive Liability policies (a) name the Contractor, Owner, the Architect/Engineer, and the Construction Manager as additional



insureds and (b) meet the "primary insurance" and "per jobsite aggregate" requirements detailed above. The Subcontractor agrees that the coverage shall not be allowed to expire until the entire work is completed and accepted.

- E. The Subcontractor shall also carry such additional insurance in connection with the performance of the work hereunder as Contractor or Owner may specify. Subcontractor will be compensated for such additional insurance provided it is purchased through an Insurance Company satisfactory to the Contractor. Subcontractor shall promptly furnish to the Contractor certificates evidencing any such additional insurance coverage.
- F. If a loss to the Contractor or Owner caused by the Subcontractor is covered by a Builder's Risk insurance policy taken out by the Contractor or the Owner, the Subcontractor shall pay the deductible sum for that loss to the Contractor or the Owner. Any deductible amounts paid by Subcontractor are not subject to an annual aggregate or cap.

#### **SECTION 23- GENERAL INDEMNIFICATION**

- A. The Subcontractor shall protect, indemnify, hold harmless, and defend the Contractor, the Owner, the Architect/Engineer, the Construction Manager, and any of their respective employees and agents (the "Indemnitees") against any and all claims, causes of action, suits, losses, costs, or damages, including attorneys' fees, resulting from the acts, failure to act, omissions, negligence, or fault of the Subcontractor, those employed by it, or its agents, whether or not said claim, cause of action, suit, loss, cost, or damage is alleged to be caused in part by any act, failure to act, omission, negligence, or fault of any of the Indemnitees or their employees, and Subcontractor shall bear any expense which any of the Indemnitees may have by reason thereof, or on account of being charged with such claim, cause of action, suit, loss, cost or damage, unless such claim, cause of action, suit, loss, cost, or damage is solely caused by the Indemnitee's sole act, failure to act, omission, negligence, or fault.
- B. This general indemnification obligation is in addition to, and not a limit on, the insurance obligations of the Subcontractor. If there are any injuries to persons or damages to property that are unsettled when the work herein provided for is finished and for which coverage has been denied by Subcontractor's insurer, final payment between the Contractor and Subcontractor shall be deferred until such claims are settled or suitable special indemnity acceptable to the Contractor is provided by the Subcontractor. This general indemnification obligation shall apply particularly, but not exclusively, to the claims of any other subcontractor against any of the Indemnitees for the acts, failure to act, omissions, negligence, or fault of this Subcontractor, and this Subcontractor shall have no claim against the Indemnitees for the acts, failure to act, omissions, negligence, or fault of any other subcontractor.
- C. In any and all claims by any employee of the Subcontractor, anyone directly or indirectly employed by it, or anyone for whose acts Subcontractor may be liable, against any of the Indemnitee's, or any of their agents or employees, the indemnification obligation under this Section Twenty Three shall not be limited in any way by any limitation on the amount or type of damages or by the compensation or benefits payable by or for the Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- D. Breach. Subcontractor shall indemnify the Contractor and Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of the obligations and covenants of this section, and any other provisions or covenant of this Subcontract.

#### **SECTION 24- GIFTS, EXCHANGES, RENTALS, OR LOANS**

- A. In the event that the Contractor gives, exchanges, rents, or loans material, scaffolding, equipment, machines, and/or tools to the Subcontractor, and whether or not such gift, exchange, rental, or loan includes the providing of Contractor's operator or other personnel, the Subcontractor hereby agrees to make no claim whatsoever against the Contractor for any personal injuries or property damages caused in the course of carrying out such a gift, exchange, rental, or loan. It is further understood and agreed that in the event that such material, scaffolding, equipment, machines, and/or tools are used, handled, or operated by employees or agents of Contractor, such operators or other personnel, for the purpose of this Agreement and for such purpose only, shall be considered subject to the direction and control of Subcontractor so that the Subcontractor, as between the Contractor and Subcontractor, shall be considered as being liable for any and all acts, failure to act, omissions, negligence, or fault of such operators or other personnel.
- B. The Subcontractor hereby agrees to protect, indemnify, hold harmless, and defend the Contractor against any and all claims, causes of action, suits, losses, costs, or damages, including attorneys' fees, suffered by anyone arising from the Contractor's gift, exchange, rental, or loan of any such material, scaffolding, equipment, machines, and/or tools. This indemnification shall apply regardless of whether or not such personal injuries or property damages may be the result of the acts, failure to act, omissions, negligence, or fault, in whole or in part, of the Contractor or its employees or otherwise due to any act, failure to act, omission, negligence, or fault of Contractor or its employees.

#### **SECTION 25- PATENT OR COPYRIGHT INFRINGEMENT**

The Subcontractor hereby covenants and agrees to protect, indemnify, hold harmless, and defend the Contractor from any and all manner of claims or suits for infringement of patents or copyrights or violation of patent rights associated or related in any way to the



Subcontractor's work under this Agreement, including all costs and expenses to which the Contractor may be put in investigating or defending any claims or actions that may arise under this clause of the Subcontract.

## **SECTION 26 - ACCOUNTING**

- A. Subcontractor shall prepare a monthly "draft" invoice to be reviewed and approved by the Contractor Field Office and/or Owner and shall submit this draft to the Contractor on or before the 20<sup>th</sup> of each month. Upon Contractor's review, Subcontractor may be required to prepare a revised original invoice.
- B. Subcontractor must enter its invoice into Procore or Textura by the end of the current month, otherwise Subcontractor will not be eligible to invoice into Textura until the following month. Subcontractor will refer to the Subcontract Agreement Number referenced on the first page of this Agreement for the convenience of our Accounting Department when entering invoices relative to the aforesaid project. Invoices for this Subcontract will not be allowed until material receiving reports have been filled out and forwarded to Contractor. Unless otherwise directed or authorized, in writing, by Contractor, all Invoices and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using a payment management system proscribed by Contractor. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the payment management system. Subcontractors shall include a similar provision in its sub-subcontracts and purchase orders.
- C. Prior to receipt of any progress payment, the Subcontractor shall execute and deliver **all required lien releases** to the Contractor.
- D. If for any reason the Contractor deems it necessary under the terms and conditions of this Agreement to withhold from the Subcontractor money retained or any other money claimed by the Subcontractor, then the Contractor shall not be liable for payment of interest on said money. This withholding shall include, but shall not be limited to, money withheld because of Subcontractor's refusal to sign **the Subcontract Agreement**.
- E. Should the Contractor make advance or late payments to the Subcontractor or payments otherwise at variance with the terms and provisions of this Subcontract, the Contractor's rights and remedies under this Subcontract, and under any bond given to the Contractor in pursuance of the requirements of this Subcontract, shall in no way be impaired or prejudiced.
- F. Contractor may retain and use any amounts due and owing to Subcontractor under this Subcontract to offset invoices, backcharges, charges or any other amount due Contractor under this Subcontract or arising out of Subcontractor's performance on this Project. Additionally, if Subcontractor has other contract(s) with the Contractor or affiliates of Contractor, Contractor may retain and use amounts due and owing to Subcontractor from the performance of this Subcontract to offset any invoices, backcharges, charges or any other amount due Contractor or Contractor's affiliates on such other contract(s).

## **SECTION 27- INVESTIGATION AND DEFENSE OF CLAIMS**

If a claim, lien, or application for lien is made against the Contractor, Contractor's Surety, and/or Owner by any person, firm or corporation for labor, materials, equipment, or services furnished or alleged to have been furnished to said Subcontractor in connection with this Subcontract, the Contractor shall have the right to employ its representative to investigate such claim and Subcontractor agrees to reimburse Contractor for all reasonable expenses associated with such investigation. The Subcontractor further agrees, if any suit is brought against the Contractor, Contractor's sureties, and/or Owner by any person, firm or corporation on account of any claim for labor, materials, equipment, or services furnished or alleged to have been furnished to said Subcontractor in connection with this Subcontract, that the Contractor has the option of either 1) requiring Subcontractor to defend Contractor from such suit, in which case, Subcontractor agrees to indemnify Contractor from all costs, expenses and liabilities arising out of the suit (including any awards or judgments arising therefrom); or 2) Contractor employing its own counsel to defend such suit, in which case Subcontractor agrees to repay the Contractor for such counsel fees and all other reasonable costs and expenses which the Contractor may incur in defense of such suit, and Subcontractor agrees to indemnify Contractor from all costs, expenses and liabilities arising out of the suit (including any awards or judgments arising therefrom).

## **SECTION 28- PAYMENT OF SUBCONTRACTOR'S OBLIGATIONS**

- A. In the event that the Subcontractor fails to pay and discharge when due any bills of any kind or nature whatsoever incurred by said Subcontractor in fulfillment of this Subcontract, which bills in the opinion of the Contractor are proper, the Contractor may (at its option, but it is to be specifically understood that the Contractor is not compelled to do so) and is hereby authorized to pay such bills. The Subcontractor hereby specifically appoints the Contractor as its lawful agent and attorney-in-fact to pay and discharge the aforementioned bills and to deduct the amount of such bills from any estimate due or to become due the Subcontractor, as well as any expense incurred in the payment of said bills, including interest, and the Subcontractor hereby empowers the Contractor as the agent and attorney-in-fact of the Subcontractor to exercise Contractor's best judgment in determining the validity of such bills, the Subcontractor hereby specifically waiving any right of redress or recovery against the Contractor by reason of any act of the Contractor while acting as agent and attorney-in-fact of the Subcontractor.



- B. In addition to the foregoing, the Subcontractor hereby agrees to permit the Contractor to issue joint payment checks to the Subcontractor and any of the Subcontractor's equipment lessors, material suppliers, or anyone else to whom the Subcontractor owes money for this particular project. The Contractor will not be under any obligation, however, to issue joint payment checks, but may do so in the event that there is a reasonable likelihood that such obligations of the Subcontractor, as described above, may not be timely paid by the Subcontractor and/or could become the obligation of the Contractor under any surety bond issued by the Contractor or under the applicable mechanic's lien law.
- C. Should the Contractor pay such bills in an amount in excess of any estimates due or to become due to the Subcontractor, then the Subcontractor shall pay the Contractor any such excess, including such expense and interest, if any, and such payment by the Contractor shall in no way prejudice or impair Contractor's rights and remedies under this Subcontract and under any bond given in pursuance of the requirements of this project.
- D. The Subcontractor shall protect, indemnify, defend and hold harmless the Contractor from Subcontractor's failure to properly pay any laborer, supplier, subcontractor, and/or equipment lessor for work, materials, and/or equipment supplied to the project.
- E. Subcontractor shall promptly pay any such lien or claim established in court or arbitration. If Contractor, at its option, defends any such suit or lien proceedings, Subcontractor shall reimburse Contractor for all obligations incurred by it in such defense (including attorney's fees) and all sums paid by it in discharging any such lien or claim. If any subcontractor or supplier of Subcontractor, or other person or entity to which Subcontractor is, or is alleged to be, responsible for payment, including but not limited to union trust funds, should file any lien upon the Project, Subcontractor shall immediately post bond to discharge or otherwise cause the dismissal of such lien at its own cost.

#### **SECTION 29- TERMINATION FOR CONVENIENCE / SUSPENSION**

The Contractor may terminate or suspend this Subcontract in whole or, from time to time, in part for the convenience of the Contractor. In the event of the termination or suspension of the Contract between the Contractor and the Owner, this Subcontract shall also be terminated or suspended. In any termination or suspension under this Section, the Contractor shall be liable only for the lesser of the completed work based upon the prorated portion of the schedule of values earned or the actual cost incurred of acceptable labor and material furnished up to the date of the receipt of notice of such termination or suspension and shall not be liable for any loss of anticipated profits on any labor and material. The Subcontractor further agrees that it has thoroughly familiarized itself with the General Contract, including all Attachments and Exhibits, between the Contractor and the Owner and agrees to be bound in accordance with the terms of these Contract Documents, insofar as is applicable to the work of the Subcontractor, and to give the Contractor the same power and rights as regards terminating (whether for default or convenience) or suspending this Subcontract that the Owner may exercise over the Contractor under any provisions of the General Contract.

#### **SECTION 30- WAIVER OF LIENS, FINAL PAYMENT & RELEASE OF CLAIMS**

If the General Contract with the Owner is a no-lien agreement that includes a waiver of liens form to be completed by the Contractor, Subcontractor shall also execute and submit this form to the Contractor before the commencement of any work activities on the project site.

#### **SECTION 31- ASSIGNMENT**

The Subcontractor will not sell, assign, sublet, transfer, or set over this Subcontract or any part thereof or interest therein or assign any monies due hereunder without the written consent of the Contractor. Any part of the work provided for herein which may be sublet by the Subcontractor shall be by written agreement only, upon the same form of agreement as this Subcontract, and shall be approved by the Contractor and shall expressly provide that the work so sublet shall be performed strictly in accordance with and governed by all contract conditions applying to this Subcontract Agreement and the General Contract. Copies of all subcontract agreements and purchase orders issued by Subcontractor shall be provided to the Contractor upon their issuance.

#### **SECTION 32- SEVERABILITY**

If any one or more of the provisions contained in this Subcontract, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Subcontract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **SECTION 33- CHOICE OF LAW AND DISPUTES**

- A. The performance of this Subcontract and all of its terms and conditions, as well as any arbitration or judicial proceeding, shall be interpreted and governed by the laws of the State of Arizona.
- B. Subcontractor agrees that any dispute of any kind, nature or description or any controversy or claim arising out of or relating to this Subcontract or the breach thereof may, solely at the Contractor's election, be settled by non-binding mediation or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In any such arbitration, full discovery will be allowed as described in the Federal Rules of Civil Procedure, and any remedy or relief granted by the arbitrator(s) shall be in accordance with the terms of this Subcontract as interpreted under and governed by the laws of



the jurisdiction identified in paragraph (a), above. In any such arbitration, the arbitrator(s) shall not be empowered or authorized to add to, subtract from, delete or in any other way modify the terms of this subcontract. If arbitration is so elected by the Contractor, then judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. If the Contractor elects to proceed by arbitration, the venue of such proceeding shall be Maricopa County, Arizona.

- C. Contractor shall have the right to elect to proceed to non-binding mediation or binding arbitration, as described in paragraph (b) above, at any time prior to the commencement of a judicial proceeding by the Contractor, or in the event a judicial proceeding is instituted by the Subcontractor, at any time prior to the last day to answer and/or appear to a Summons and/or Complaint of the Subcontractor.
- D. If the Owner and the Contractor, pursuant to the General Contract or by agreement, submit any dispute, controversy, or claim between them to arbitration or some other disputes resolution procedure specified in the General Contract and such a matter involves or relates to a dispute, controversy, or claim between the Contractor and the Subcontractor, Subcontractor agrees (i) to join in and be bound by the same arbitration or other disputes resolution procedure upon written request by the Contractor and (ii) to stay any action filed by the Subcontractor until the dispute resolution and appeals process between the Contractor and the Owner is exhausted. If the Owner refuses to allow this joinder of the Subcontractor, Subcontractor agrees (i) to cooperate with the Contractor, (ii) to assist in the discovery and other preparations for the hearing, (iii) to make available its employees for testimony before or at the hearing, (iv) to share proportionately the costs and legal fees associated with the preparation for and execution of the hearing, (v) to stay any action filed by the Subcontractor until the dispute resolution and appeals process between the Contractor and the Owner is exhausted, and (vi) to be bound by the results of the arbitration or other disputes resolution procedure as it relates to the dispute, controversy, or claim of the subcontractor.
- E. Subcontractor shall insert a provision identical to this Section 33 into all of its sub-subcontracts for the project. Nothing in this section shall be deemed to waive, alter or modify any condition precedent to suit contained in any other provision of the Subcontract or to give the sub-subcontractors any contractual privity with or rights against the Contractor.
- F. No action or proceeding shall lie or shall be maintained by Subcontractor against the Contractor unless such action shall be commenced within one (1) year from the date Subcontractor last performs work on the project (not including work performed in the fulfillment of any warranty or guarantee obligation) or, if this Subcontract or performance under this Subcontract is terminated by the Contractor, such action or proceeding shall be commenced within one (1) year after the date of such termination.

#### **SECTION 34- OWNER APPROVAL, SUCCESSION OF INTEREST AND MODIFICATION**

It is understood and agreed that the Owner has the right to approve or disapprove the employment of this Subcontractor and in the event that the Owner does not execute the General Contract with the Contractor or does not approve this Subcontract, this Subcontract shall become null and void. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and permitted assigns of the parties hereto, but no third party benefits are created by this Subcontract and no modification of this Agreement shall be binding upon the Contractor unless such modification is in writing and signed by the Contractor.

#### **SECTION 35- TARIFFS**

Provided the Subcontractor has first given the Contractor written notice of the change and an opportunity to minimize or avoid and cost increases, the Subcontractor shall be entitled to an adjustment in the Subcontract Value due to changes in law enacted after the Effective Date of this Agreement (including those that apply retroactively) that result in increases or decreases in the rates of tariffs required to be paid in connection with the performance of the Work. Such adjustments shall be limited to amounts proven by the Subcontractor to differ from amounts required to be paid as of the Effective Date of this agreement. In the case of changes of any tariffs, such proof shall include, at a minimum, customs import manifests documenting every increase in such amounts. Mark-ups for profit and overhead shall not be allowed.

#### **SECTION 36- FORCE MAJEURE**

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. Relief for such Contractor approved delays will be limited to additional time being granted to complete the work as it relates to a critical path delay, however, may not result in an adjustment in contract value.



For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

#### **SECTION 37- EDUCATIONAL PROJECTS**

The following general provisions shall be in force on all construction projects located within or adjacent to any and all occupied campuses for primary or secondary educational clients:

Due to the sensitive nature of working in an area adjacent to students, all subcontractors shall complete their due diligence to ensure that their complete work force, sub tier, material deliveries, and temporary labor services is in compliance with district rules and regulations and all state and local statutes as relevant to working adjacent to children.

Subcontractor shall be in compliance with A.R.S. §15-512 – Fingerprinting of Non-Certificated Personnel (<http://www.azleg.gov/ars/15/00512.htm>), as well as adhere to any supplementary badging requirements set forth by Client.

Subcontractor agrees that all work-related activities taking place on an occupied campus must occur in a manner that will not interfere with the ongoing operation of the school. Any unavoidable work-related activity that will impact the operation of the school must be coordinated and approved by Contractor.



## EXHIBIT B Scope of Work

### MORELAND I MULTI-FAMILY HOUSING Apartment Units and Common Areas

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#### SCOPE OF WORK:

Furnish and install complete, all labor, tools, equipment, materials, and service necessary to provide and install all **SWPPP** complete as required for **132 Apartment Units and Precast Parking Garage** and per the plans and specifications including sections and any other applicable sections. Subcontractor to complete their scope of work and provide a complete operable system. All work performed will conform to the latest Federal, State, and Local building codes and regulations. Scope of work includes, but is not limited to the following:

Work shall include but not be limited to the following:

#### SPECIFIC INCLUSIONS:

Specification Reference	Title
Soils Reports	Geotechnical report conducted on October 30, 2020 with Supplement No1 dated November 19, 2021 and revised November 30, 2021 and as included in the Letter of Reliance from Ricker Atkinson McBee Mormon & Associates, Inc. (RAMM) dated April 16, 2025.
Specifications	Project Specification Manual Construction Document Set Dated 1/12/2022
Drawings	See Exhibit D

#### GENERAL INCLUSIONS

#### APPLICATIONS FOR PAYMENT AND INVOICING:

1. The Schedule of Values for each pay application will be broken down by (as applicable) site and building with labor, materials, and equipment for each. The schedule of values shall be submitted and approved by EOS Builders prior to the first billing period. Payment applications with insufficient breakdown will be rejected. A value of not less than \$5,000 will listed as a line item for close out documents.
2. Monthly Subcontract invoices will be due by the 20<sup>th</sup> of each Month. Invoices will include work projected through the end of the Month. Invoices received after the 20<sup>th</sup> maybe rejected and not included within the Monthly payment cycle.
3. Billings will be processed online using Procore.

**INSURANCE:**

4. See Exhibit F.

**SAFETY, DUST CONTROL, TRAFFIC CONTROL:**

5. All personnel on site must go through EOS Builders project safety orientation.
6. Subcontractor onsite supervisors shall be required to attend a competent person safety orientation at the EOS Builders office in Phoenix. Specific requirements related to the safety program will be explained and reviewed.
7. Subcontractors shall be responsible for completing daily or prior to changes in work 'Task Specific Safety Plans'.
8. Subcontractors shall be responsible for attending all required daily huddles and coordination meetings. Coordination among other trades is a must. Provided shop drawings and attend all meetings held by Site Superintendent, when asked.
9. All operators for lifting equipment must be certified.
10. Provide Dust control & water for your scope of work.
11. All traffic control related to completion of this scope of work including transportation costs with the approval of Authority having Jurisdiction.
12. Daily clean-up for own scope of work. Failure to clean up daily will result in back charges for the cost to clean up. If failure to comply with daily clean up, the process will be as follows:
  1. First verbal notice of 24 hours to remedy.
  2. Failure to respond to verbal warning will result in Written notice of 24 hours to remedy and maintain. Once written notice is issued, it will remain in effect for the duration of your work activities.
  3. Failure to respond to written notice to remedy and to maintain cleanliness to the satisfaction of EOS Builders will result in EOS Builders providing laborers to remain onsite with your crews for the duration of your work for the sole purpose of cleaning up. The cost of the laborers will be back charged to your contract at \$50/hr per laborer.

**LEAN BUILDER REQUIREMENTS:**

13. Attendance at Daily Huddles: Subcontractors are required to attend daily huddle meetings to discuss project progress, goals for the day, and any potential obstacles. Attendance is mandatory for all key personnel involved in the subcontractor's scope of work.
14. Participation in Percent Plan Complete (PPC): Subcontractors must actively participate in Percent Plan Complete (PCC) sessions to collaboratively plan and track progress. Subcontractors are expected to provide accurate and timely input regarding their scope of work during the PCC sessions.
15. Participation in Pull Planning Sessions: Subcontractors are required to participate in pull planning sessions to sequence work and coordinate activities with other trades. Active involvement in pull planning sessions is crucial for ensuring efficient workflow and minimizing waste. Sessions may be hosted onsite or at an offsite location.
16. Information Sharing, Collaborative Planning and Scheduling: Subcontractors are responsible for sharing relevant and timely project information with other trades, including collaboration in integrated work plans and schedules.
17. Space Coordination and Access: Subcontractors should coordinate material deliveries and storage locations to minimize congestion and facilitate efficient access for all trades. Establish protocols for labeling, organizing and securing materials to prevent damage or loss and maintain a safe working environment.
18. Work Area Cleanup: Subcontractors are responsible for maintaining clean and organized work areas and dispose of waste materials promptly.

**EXTRA WORK AND CHANGE ORDERS:**

19. Overtime & Subsistence included for all Saturday work or weekend work if needed to maintain subcontractor's schedule.
20. Subcontractors Overhead and Profit shall be limited to 5% OH and 4% Profit total on the cost of the work attributed to added change orders. No other markups or fees shall apply to change orders. These markups are subject to the terms and conditions stated in the Owner Contract for the project, which shall govern.
21. All claimed or otherwise extra work must be field verified and signed for on a daily basis by an authorized representative of the EOS Builders. Subcontractor waives all cost for extra work not authorized by EOS Builders or Owner.



22. Subcontractor shall be responsible for negotiating and resolving any back charges from other trades as the result of damage, rework or other. Unresolved back charges will be processed by deductive change orders in the amount of their face value if not resolved within 10 working days.

#### **PRICE LOCK AND TARIFFS:**

23. Pricing lock on material and labor through 2026 – no material or labor escalations. Expected that equipment will be submitted and purchased within 2026 and 2027. Subcontractor acknowledges it has been provided the early opportunity to procure and submit for payment long lead items and materials at risk of future materials escalation. Due to this opportunity, Subcontractor acknowledges that if materials are not purchased early, pricing increases would be the sole responsibility of the subcontractor.

#### **CONTRACT DOCUMENTS:**

24. Subcontractor acknowledges and understands the Geotechnical Evaluation including any and all Modifications and Addendum to this report. All installations associated with this scope shall be in compliance with these documents. This shall include but is not limited to foundation depths, bearing strata, and allowable bearing capacities.
25. Subcontractor's installation to conform to the contract documents. In case of a reasonable conflict between code and contract document, Subcontractor's cost reflects the more stringent requirement at no additional cost to the contractor.
26. All work per plans and Specifications. Reference all Plans & Specs for work under this scope.
27. In accordance with and addition to "Site Investigation" of the Master Subcontract Agreement between Contractor and Subcontractor, any field condition (hidden or that does not comply with the project plans and specifications) or drawing and specification condition that will result in additional work, Subcontractor will notify EOS Builders within 24 hours, and will have any and all costs submitted no more than 7 days from first discovery of condition. Any costs received after 7 days of first discovery, or notifications given more than 24hrs, will be rejected and all costs and work to correct or address the condition will be deemed as included in Contractors scope of work. This will be strictly enforced.
28. The contract documents are complementary, and what is required by one shall be binding as required as if required by all.
29. Includes mockup of materials and methods as required for design team and owner to verify planned installation is in accordance with project design and requirements.
30. Subcontractor acknowledges coordination of all work included with this Subcontract Agreement as required by the complete Contract Documents which shall include, but not be limited to, all architectural, structural, civil, mechanical, electrical, plumbing, communications, security, audio, signage and all other Contract Documents.
31. All work must be in accordance with RFI's and ASI's.
32. All accessory structures and hardscape items (as applicable) not attached to the building or engineered on the plans are design build and must be stamped and certified by Subcontractor's structural engineer.
33. Install work per manufacturer's requirements. Any materials that should be kept free of moisture should be protected by subcontractor. Any materials that become damaged by moisture shall be removed, disposed of, and replaced with new material per manufacturer's requirements.
34. Comply with all testing and inspection requirements for materials and connections.

#### **SCHEDULE:**

35. Subcontractor understands they have 72 hour to mobilize once EOS Builders has given notice. Multiple mobilizations are also a part of this scope per the direction of the Site Superintendent. Durations begin on the 72 hour day.
36. Review and abide by all requirements set forth in the Contract Exhibits with respect to the scope of this contract. Ensure all requirements are met to allow completion of the work in its entirety. Contractual durations will not be considered complete if you fail to comply with the requirements set forth in the aforementioned exhibits and EOS Builders schedule.

#### **SUBMITTALS, ASBUILTS AND MOCKUP:**



37. This project may utilize Procore Project Management for transmission of project documents including submittals, RFIs, ASIs, Pricing Requests, drawings and drawing changes, meeting minutes and other pertinent project information. Subcontractor shall upload all required submittals and RFI's for review and approval. Subcontractor shall also be responsible to consistently review documents on Procore to ensure use of the most current documents and information, approvals and responses available to all parties. This include schedule updates and meeting minutes.
38. Subcontractor is responsible for any and all as-built drawings required by local jurisdictions related to their scope of work.
39. Subcontractor is responsible for completing a builders punch list after final installation.

**SITE LOGISTICS:**

40. Parking on private streets, sidewalks, parking decks and right of ways adjacent to the construction site are prohibited without written consent from the agency/owner that governs/owns those areas. Parking complaints will be addressed immediately or result in vehicles being towed at the owner's expense. Subcontractors are responsible for parking. Parking to be provided on adjacent site to project. No onsite parking is allowed. Subcontractor is responsible for all transportation of workers to and from employee parking area and the construction site if required.
41. The Subcontractor is responsible for providing daily work records indicating scope of work completed, labor and equipment force (equipment to be status: working, under repair or idle – if idle, list reason), quantity of work completed, materials received, actual and projected manpower necessary to progress the work in accordance with the schedule and any unit price construction activities completed. These reports and schedule projections are subject to the approval of the Contractor.
42. Subcontractor is to include dewatering or pumping in order to minimize delays caused by rain as related to this scope of work.
43. Truck deliveries will be per EOS Builders direction and as agreed upon. No staging on any street allowed without prior consent or establishment of traffic controls (by subcontractor).
44. Subcontractor is solely responsible for the complete unloading, storage, securing, hoisting, distribution, protection, and installation of all materials provided as part of this Subcontract.
45. Subcontractor is responsible to furnish all task lighting and power connection means from temporary power on jobsite.
46. Material to be stored and located at designated area per EOS Builders direction.

**SPECIFIC INCLUSIONS:**

47. WORK SCOPE

**Subcontract to include the following: (Unless Stated Otherwise, Items Listed Below are 'Furnish and Install')**  
**Requirements of Plans and Specifications shall govern if conflicts existing with the below states scope.**

**132 Apartment Units and Precast Parking Garage**

<b>General Provisions</b>	
Project Specification Manual Dated 01/12/2022	Included
Plan Set The Moreland I EOS Received 8/31/2023	Included
Plan Set The Moreland I Lot Split Dated 04/14/2023	Included
Addenda No. 1 Dated 9/14/2023	Included
Unit Finishes per Master Finish Legend Sheet A803-A	Included
Geotechnical Report by RAMM Dated 10/30/2020	Included
Prevailing Wages per General Decision Number: AZ20250039 UPDATED 8/29/2025	Included
NGBS Silver Requirements	Included
Meet Section 3 Requirements per Section 3 Contractor Book Dated August 2022	Included
Meet Recycling Requirements as Outlined	Included



Meet Prevailing Wage Requirements as Outlined in the Specifications	Included
Offsite Parking	Included
Offsite Storage	Included
Two Year Contractor Warranty	Included
<b>Scope of Work</b>	
<b>SWPPP</b>	
Inlet Protection (QTY 29)	See Alts
Silt Fence (+/- 1,620 LF)	See Alts
9" Compost Filter Sock (+/- 1,620 LF)	Included
Concrete Roll Off	See Alts
Mobilizations (2 for BMP Installations)	Included
SWPPP Inspections (24 Months / 48 Inspections)	Included
Additional SWPPP Inspections, Each (after Rain Events, due to Project Extension, or Other)	See Alts
Spill Kit	See Alts
<b>Additional SWPPP Protections and Maintenance</b>	
(1) Rock Entrance	Included
Street Sweeping Per Trackout and Rain Events	See Alts
<b>SWPPP Signage &amp; Documentation</b>	
SWPPP Book (Design Manual)	Included
SWPPP Sign (Single Sign for Onsite and Offsite)	Included
<b>General Requirements</b>	
Textura Setup	See Alts
CCIP/OCIP/Insurance Portal Fees	Included
Dust Control Permit	See Alts
<b>Total:</b>	\$ <b>18,909</b>
<b>Total Budget as Abstracted</b>	<b>\$18,909</b>

ALTERNATES	
Fire Access Signs (each)	625



Dust Control Permit Filing	1,630
Street Sweeping (per hour)	120
Additional Rock Entrance	2,475
Add Concrete Rolloff System (15 CY) (Each)	725
Add Spill Kit per ADEQ Specs	345
Wire-Backed Silt Fence	\$3.90/LF
Textura Setup Charge	100
Additional SWPPP Inspections, Each (after Rain Events, due to Project Extension, or Other) (Each)	195
Additional Mobilizations for Filter Sock Adjustments, BMP Installations, etc (Each)	255
Additional Inlet Protection, Each	145
Inlet Protection (QTY 29)	4,205



## EXHIBIT C SUBMITTALS AND SCHEDULE

### **Submittals**

All submittals & shop drawings provided within 10 days of receipt of this Scope of Work.

All equipment, material, color, type, size or other selection will be furnished by the submission of submittals and reviewed by Owner and Design Team. Items ordered or installed without submittal review are done so 'at risk'.

Product Data

Shop Drawings

Qualification Data

Product Certificates

Sample Warranties

Samples of available styles, colors or types

### **Closeout**

Subcontractor is responsible for completing a builders punch list and submission of all closeout items related to this scope of work.

Including but not limited:

Owner Extra Stock

As-Built Documents

Operations and Maintenance Manuals

Special Warranties

General Warranties

Special Tools

Maintenance, Service or Extended Care

### **SCHEDULE:**

EOS Builders will maintain and update a project schedule for all scopes of work as work progresses. It is the subcontractor's responsibility to communicate with field personnel to verify all projected start and finish dates for your scope of work. The following activities and durations must be met. Please note the following is not an all inclusive list of activities as other activities may be required to complete the scope of work and/or the activities below. Other activities and durations required to complete this scope of work are included in the overall durations. Contractor understands they have 72 hours to mobilize once EOS Builders has given notice. Multiple mobilizations are also a part of this scope per the direction of the Site Superintendent. Durations begin on the 72<sup>nd</sup> hour.

### Installation of all SWPPP Provisions as Requested

**Contractor understands that the contract durations given are to be met as "complete." The contract schedule is for reference only as EOS Builders has the right to accelerate or postpone with no additional monies owed to the contractor:**



## EXHIBIT D CONTRACT DOCUMENTS

Drawing No.	Drawing Title		
Spec Book	Project Specification Manual: Construction Document Set	1/12/2022	1/13/2022

SHEET #	DESCRIPTION	MARK (DELTA)	SHEET/ MARK DATE	STAMP DATE
G101-A	Cover Sheet - BLDG 1	6	8/8/2023	8/8/2023
G102-A	Code Sheet - BLDG 1	4	4/14/2023	7/6/2023
G103-A	Code Sheet - BLDG 1	4	4/14/2023	4/14/2023
G104-A	Level 1 Code Plan	4	4/14/2023	4/14/2023
G105-A	Level 2 Code Plan	4	4/14/2023	4/14/2023
G106-A	Level 3 Code Plan	4	4/14/2023	4/14/2023
G107-A	Level 4 Code Plan	5	4/14/2023	4/14/2023
G108-A	Level 5 Code Plan	6	4/14/2023	4/14/2023
G120	Code Details		1/7/2022	4/14/2023
G121	Code Details		1/7/2022	4/14/2023
G122	Code Details		1/7/2022	4/14/2023
G123	Code Details		1/7/2022	4/14/2023
CS01	Cover Sheet (Grading & Drainage)		1/13/2022	6/23/2023
DT01	General Notes & Details		1/13/2022	6/23/2023
DT02	Details Sheet		1/13/2022	6/23/2023
GD01	Onsite/Offsite Grading & Drainage		1/13/2022	6/23/2023
GS01	Grading Sections		1/13/2022	6/23/2023
BD01	Blow Up Detail		1/13/2022	6/23/2023
SD01	Storm Drain Profiles		1/13/2022	6/23/2023
SD02	Storm Drain Profiles		1/13/2022	6/23/2023
SD03	Storm Drain Profiles		1/13/2022	6/23/2023
PP01	Onsite/Offsite Paving Plan		1/13/2022	6/23/2023
CS01	Cover Sheet (Offsite Water Plan)		1/13/2022	5/23/2023
UT01	Offsite Water Plan		12/14/2021	2/23/2021
MLD01-1	Minor Land Division Deck Park (1 of 2)			4/4/2023



MLD01-2	Minor Land Division Deck Park (2 of 2)				4/4/2023
SW01	Storm Water Management Cover Sheet	1	1/6/2022	6/21/2022	
SW02	Storm Water Management Plan	1	1/6/2022	6/21/2022	
CS01	Onsite and Fireline Plan Coversheet	2	4/7/2023	6/21/2022	
DT01	Fireline Code Sheet and Notes	2	4/7/2023	6/21/2022	
FP01	Fire Line Plan	2	4/7/2023	6/21/2022	
CS01	Onsite Water & Sewer Plumbing Plan Cover Sheet		1/13/2022	5/23/2023	
DT01	Notes & Details Sheet		1/13/2022	5/23/2023	
SD01	Sewer Profiles		1/13/2022	5/23/2023	
UT01	Onsite/Offsite Utility Plan		1/13/2022	5/23/2023	
S-512	S-512 & Public Fire Hydrant Plans		Not Legible	No Stamp	
LC001	Landscape Cover	4	4/14/2023	9/16/2022	
LH101	Hardscape Plan	5	7/3/2023	9/16/2022	
LH201	Hardscape Details	5	7/3/2023	9/16/2022	
LH202	Hardscape Details	4	4/14/2023	9/16/2022	
LH203	Hardscape Details	4	4/14/2023	9/16/2022	
LL001	Landscape Notes and Schedule	4	4/14/2023	9/16/2022	
LL101	Landscape Plan	4	4/14/2023	9/16/2022	
LL201	Landscape Details	4	4/14/2023	9/16/2022	
SH101	Shade Study	4	4/14/2023	9/16/2022	
IR101	Irrigation Plan	4	4/14/2023	9/16/2022	
IR201	Irrigation Details	4	4/14/2023	9/16/2022	
SP099	Demo Site Plan		1/7/2022	4/12/2023	
SP100	Overall Site Plan	4	4/14/2023	4/12/2023	
SP101	Overall Fire Access Site Plan	4	4/14/2023	4/12/2023	
SP102	Lot 1 Site Plan	4	4/14/2023	4/12/2023	
SP104	Site Frontages	4	4/14/2023	4/12/2023	
SP105	Site Amenities	4	4/14/2023	4/12/2023	
SP106	Parking Garage Layout	4	4/14/2023	4/12/2023	
SP110	Site Details		1/7/2022	4/12/2023	
SP111	Site Details		1/7/2022	4/12/2023	
A500Y	Elevations	3	3/13/2023	4/12/2023	
A500Y.1	Elevations	4	4/14/2023	4/12/2023	
A101-A	Overall 1st Floor Plan	6	8/8/2023	8/8/2023	
A102-A	Overall 2nd Floor Plan	6	8/8/2023	8/8/2023	
A103-A	Overall 3rd Floor Plan	6	8/8/2023	8/8/2023	
A104-A	Overall 4th Floor Plan	6	8/8/2023	8/8/2023	



A105-A	Overall 5th Floor Plan	6	8/8/2023	8/8/2023
A110-A	Unit Plan - 1 Bed Corner Units - Type B	6	8/8/2023	8/8/2023
A111-A	Unit Plan - 1 Bed Custom - NW - Type B	6	8/8/2023	8/8/2023
A112-A	Unit Plan - 1 Bed - ADA & Type A	6	8/8/2023	8/8/2023
A113-A	Unit Plan - 1 Bed - Type B	6	8/8/2023	8/8/2023
A113.1-A	Unit Plan - 1 Bed - Type B.2	6	8/8/2023	8/8/2023
A114-A	Unit Plan - 2 Bed - Type B1	6	8/8/2023	8/8/2023
A115-A	Unit Plan - 2 Bed - ADA & Type A	6	8/8/2023	8/8/2023
A116-A	Unit Plan - 2 Bed - Type B2	6	8/8/2023	8/8/2023
A117-A	Unit Plan - 2 Bed - Type B3	6	8/8/2023	8/8/2023
A118-A	Unit Plan - 3 Bed - ADA & Type A	6	8/8/2023	8/8/2023
A119-A	Unit Plan - 3 Bed - Type B	6	8/8/2023	8/8/2023
A120-A	Unit Plan - Studio - Type B	6	8/8/2023	8/8/2023
A121-A	Unit Plan - Studio - BLDG 1 - ADA & Type A	6	8/8/2023	8/8/2023
A201-A	1st Floor Reflected Ceiling Plan	4	4/14/2023	4/14/2023
A202-A	2nd Floor Reflected Ceiling Plan	4	4/14/2023	4/14/2023
A203-A	3rd Floor Reflected Ceiling Plan	4	4/14/2023	4/14/2023
A204-A	4th Floor Reflected Ceiling Plan	4	4/14/2023	4/14/2023
A205-A	5th Floor Reflected Ceiling Plan	4	4/14/2023	4/14/2023
A206-A	Enlarged Awning RCP	4	4/14/2023	4/14/2023
A300-A	Roof Plan - BLDG 1	6	8/8/2023	8/8/2023
A400-A	Exterior Elevations	6	8/8/2023	8/8/2023
A401-A	Exterior Elevations	6	8/8/2023	8/8/2023
A402-A	Courtyard Elevations - BLDG 1	4	4/14/2023	4/14/2023
A500-A	Building Sections	4	4/14/2023	4/14/2023
A501-A	Building Sections	4	4/14/2023	4/14/2023
A502-A	Building Sections	4	4/14/2023	4/14/2023
A503-A	Building Sections	4	4/14/2023	4/14/2023
A600-A	Wall Sections	4	4/14/2023	4/14/2023
A601-A	Wall Sections	4	4/14/2023	4/14/2023
A602-A	Wall Sections	4	4/14/2023	4/14/2023
A700-A	Door Schedules	5	7/3/2023	8/8/2023
A701-A	Door Schedules	5	7/3/2023	8/8/2023
A801-A	Enlarged Stair/Elevator Plans & Sections	4	4/14/2023	4/14/2023
A802-A	Enlarged Stair Sections	4	4/14/2023	4/14/2023
A803-A	Master Finish Legend	6	8/8/2023	8/8/2023
A804-A	Overall 1st Floor Finish Plan	4	4/14/2023	4/14/2023



A805-A	Overall 2nd, 3rd, 4th, & 5th Finish Floor Plans	4	4/14/2023	4/14/2023
A806-A	Enlarged Plan- 1st Floor Community	4	4/14/2023	4/14/2023
A807-A	Enlarged Restroom Plans		1/7/2022	4/14/2023
A808-A	Interior Elevations	4	4/14/2023	4/14/2023
A809-A	Signage	4	4/14/2023	4/14/2023
A900	Wall Types	6	8/8/2023	8/8/2023
A901	Architectural Details		1/7/2022	4/14/2023
A902	Architectural Details	4	4/14/2023	4/14/2023
A910	Typical Restroom Mounting Heights		1/7/2022	4/14/2023
A920	Reflected Ceiling Details		1/7/2022	4/14/2023
A930	Typical Roof Details	6	8/8/2023	No Stamp
A931	Typical Roof Details		1/7/2022	4/14/2023
A970	Door Details	4	4/14/2023	4/14/2023
A971	Door Details		1/7/2022	4/14/2023
A972	Window Details	6	8/8/2023	8/8/2023
A973	Window Details	5	7/3/2023	No Stamp
A980	Stair Details		1/7/2022	4/14/2023
A981	Balcony Details		1/7/2022	4/14/2023
A990	Interior Details		1/7/2022	4/14/2023
S001	General Structural Notes & Legends - BLDG 1	4	4/14/2023	4/24/2023
S002	General Structural Notes (Cont'd) - BLDG 1	4	4/14/2023	4/24/2023
S003	Typical Details - BLDG 1	4	4/14/2023	4/24/2023
S004	Typical Details - BLDG 1	4	4/14/2023	4/24/2023
S005	Typical Details - BLDG 1	4	4/14/2023	4/24/2023
S006	Shearwall Assemblies - BLDG 1	4	4/14/2023	4/24/2023
S101-A	Partial Foundation Plan - Area 1 - BLDG 1	4	4/14/2023	4/24/2023
S102-A	Partial Foundation Plan - Area 2 - BLDG 1	4	4/14/2023	4/24/2023
S103-A	Partial Foundation Plan - Area 3 - BLDG 1	4	4/14/2023	4/24/2023
S201-A	Partial 2nd Floor Framing Plan - Area 1 - BLDG 1	4	4/14/2023	4/24/2023
S202-A	Partial 2nd Floor Framing Plan - Area 2 - BLDG 1	4	4/14/2023	4/24/2023



S203-A	Partial 2nd Floor Framing Plan - Area 3 - BLDG 1	4	4/14/2023	4/24/2023
S204-A	Partial 3rd, 4th, AND 5th Floor Framing Plan - Area 1 - BLDG 1	4	4/14/2023	4/24/2023
S205-A	Partial 3rd, 4th, AND 5th Floor Framing Plan - Area 2 - BLDG 1	4	4/14/2023	4/24/2023
S206-A	Partial 3rd, 4th, AND 5th Floor Framing Plan - Area 3 BLDG 1	4	4/14/2023	4/24/2023
S207-A	Partial Roof Framing Plan - Area 1 - BLDG 1	4	4/14/2023	4/24/2023
S208-A	Partial Roof Framing Plan - Area 2 - BLDG 1	4	4/14/2023	4/24/2023
S209-A	Partial Roof Framing Plan - Area 3 - BLDG 1	4	4/14/2023	4/24/2023
S210-A	Awning Framing Plan - Area 1 & 2 - BLDG 1	4	4/14/2023	4/24/2023
S301	Foundation Details - BLDG 1	4	4/14/2023	4/24/2023
S401	Floor Framing Details - BLDG 1	4	4/14/2023	4/24/2023
S402	Floor Framing Details - BLDG 1	4	4/14/2023	4/24/2023
S403	Floor Framing Details - BLDG 1	4	4/14/2023	4/24/2023
S501	Roof Framing Details - BLDG 1	4	4/14/2023	4/24/2023
S502	Roof Framing Details - BLDG 1	4	4/14/2023	4/24/2023
ATS-1	Tie-Down Installation Details		3/28/2022	3/29/2022
ATS-2	Tie-Down Installation Drawing		3/28/2022	3/29/2022
ATS-3	Tie-Down Installation Drawing		3/28/2022	3/29/2022
OL-1	Foundation Anchor Layout		3/28/2022	3/29/2022
OL-2	Foundation Anchor Layout		3/28/2022	3/29/2022
OL-3	Foundation Anchor Layout		3/28/2022	3/29/2022
M001A	Mechanical Abbreviations, Notes & Symbols		9/16/2022	4/21/2023
M002A	Mechanical Specifications			4/21/2023
M101A	Mechanical Floor Plan - 1st	4	4/21/2023	4/21/2023
M102A	Mechanical Floor Plan - 2nd	4	4/21/2023	4/21/2023
M103A	Mechanical Floor Plan - 3rd	4	4/21/2023	4/21/2023
M104A	Mechanical Floor Plan - 4th	4	4/21/2023	4/21/2023
M105A	Mechanical Floor Plan - 5th	4	4/21/2023	4/21/2023
M201A	Mechanical Roof Plan	4	4/21/2023	4/21/2023
M301A	Enlarged Mechanical Unit Plans		9/16/2022	4/21/2023
M302A	Enlarged Mechanical Unit Plans		9/16/2022	4/21/2023
M303A	Enlarged Mechanical Unit Plans	4	4/21/2023	4/21/2023



M304A	Enlarged Mechanical Amenity Plans		9/16/2022	4/21/2023
M501A	Mechanical Details		9/16/2022	4/21/2023
M502A	Mechanical Details		9/16/2022	4/21/2023
M601A	Mechanical Schedules	1	3/25/2022	4/21/2023
M602A	Mechanical Schedules		9/16/2022	4/21/2023
M603A	Mechanical Schedules		1/7/2022	1/7/2022
M604A	Mechanical Schedules	1	3/25/2023	3/25/2023
P001A	Plumbing Abbreviations, Notes, and Symbols	4	4/21/2023	4/21/2023
P002A	Plumbing Specifications		9/16/2023	4/21/2023
P100A	Plumbing underground - sanitary	4	4/21/2023	4/21/2023
P101A	Plumbing 1st Floor - Sanitary	4	4/21/2023	4/21/2023
P102A	Plumbing 2nd Floor - Sanitary	4	4/21/2023	4/21/2023
P103A	Plumbing 3rd Floor - Sanitary	4	4/21/2023	4/21/2023
P104A	Plumbing 4th Floor - Sanitary	4	4/21/2023	4/21/2023
P105A	Plumbing 5th Floor - Sanitary	4	4/21/2023	4/21/2023
P106A	Plumbing Roof - Sanitary	4	4/21/2023	4/21/2023
P201A	Plumbing 1st Floor - Domestic	4	4/21/2023	4/21/2023
P202A	Plumbing 2nd Floor - Domestic	4	4/21/2023	4/21/2023
P203A	Plumbing 3rd Floor - Domestic	4	4/21/2023	4/21/2023
P204A	Plumbing 4th Floor - Domestic	4	4/21/2023	4/21/2023
P205A	Plumbing 5th Floor - Domestic	4	4/21/2023	4/21/2023
P206A	Plumbing Roof - Domestic	4	4/21/2023	4/21/2023
P300A	Water Heater/ Fire Riser Room	4	4/21/2023	4/21/2023
P301	1 Bed Corner Unit Plumbing Plans		9/16/2023	4/21/2023
P302	1 Bed ADA Plumbing Plans		9/16/2023	4/21/2023
P303	Studio - Type B Plumbing Plans		9/16/2023	4/21/2023
P304	Studio ADA Plumbing Plans		9/16/2023	4/21/2023
P305	1 Bed - Type B Plumbing Plans		9/16/2023	4/21/2023
P306A	B4 - 2 Bed - Type B Plumbing Plans		9/16/2023	4/21/2023
P307A	B5 - 2 Bed - Type B Plumbing Plans		9/16/2023	4/21/2023
P308A	3 Bed Unit - ADA Plumbing Plans		9/16/2023	4/21/2023
P309A	3 Bed - Type B Plumbing Plans		9/16/2023	4/21/2023
P310A	2 Bed - ADA Plumbing Plans		9/16/2023	4/21/2023
P311A	B3 - 2 Bed - Type B Plumbing Plans		9/16/2023	4/21/2023
P312A	1 Bed Custom NW Plumbing Plans		9/16/2023	4/21/2023
P313A	Community Area	3	3/13/2023	4/21/2023



P501	Plumbing Details		9/16/2023	4/21/2023
P502	Plumbing Details	1	3/25/2022	4/21/2023
P600A	Plumbing Schedules	1	3/25/2022	4/21/2023
P601A	Plumbing Calculations	1	3/25/2022	4/21/2023
P900A	Plumbing Isometrics	4	4/21/2023	4/21/2023
P901A	Plumbing Isometrics	4	4/21/2023	4/21/2023
P902A	Plumbing Isometrics	4	4/21/2023	4/21/2023
P903	Plumbing Isometrics		9/16/2023	4/21/2023
P904	Plumbing Isometrics		9/16/2023	4/21/2023
P905	Plumbing Isometrics		9/16/2023	4/21/2023
P906	Plumbing Isometrics		9/16/2023	4/21/2023
E001A	Electrical Symbols & Notes	4	4/21/2023	4/21/2023
E002A	Electrical Specifications		9/16/2023	4/21/2023
E003A	Electrical Schedules	4	4/21/2023	4/21/2023
E004A	Electrical Schedules		7/6/2022	4/21/2023
E005A	Electrical Site Plan	4	4/21/2023	4/21/2023
E006A	Electrical Site Lighting Plan	4	4/21/2023	4/21/2023
E007A	Electrical Details	1	3/25/2022	4/21/2023
E008A	Electrical Riser Diagram	4	4/21/2023	4/21/2023
E101A	Electrical 1st Floor Power Plan	4	4/21/2023	4/21/2023
E102A	Electrical 2nd Floor Power Plan	4	4/21/2023	4/21/2023
E103A	Electrical 3rd Floor Power Plan	4	4/21/2023	4/21/2023
E104A	Electrical 4th Floor Power Plan	4	4/21/2023	4/21/2023
E105A	Electrical 5th Floor Power Plan	4	4/21/2023	4/21/2023
E106A	Electrical Roof Power Plan	4	4/21/2023	4/21/2023
E201A	Electrical 1st Floor Lighting Plan	4	4/21/2023	4/21/2023
E202A	Electrical 2nd Floor Lighting Plan	4	4/21/2023	4/21/2023
E203A	Electrical 3rd Floor Lighting Plan	4	4/21/2023	4/21/2023
E204A	Electrical 4th Floor Lighting Plan	4	4/21/2023	4/21/2023
E205A	Electrical 5th Floor Lighting Plan	4	4/21/2023	4/21/2023
E301A	Electrical Enlarged Plans	4	4/21/2023	4/21/2023
E302A	Enlarged Unit Plans	4	4/21/2023	4/21/2023
E303A	Enlarged Unit Plans	4	4/21/2023	4/21/2023
E304A	Enlarged Unit Plans	4	4/21/2023	4/21/2023
E305A	Enlarged Unit Plans	4	4/21/2023	4/21/2023
E306A	Enlarged Unit Plans	4	4/21/2023	4/21/2023
E307A	Enlarged Unit Plans	4	4/21/2023	4/21/2023
E500A	Electrical Panel Schedules	4	4/21/2023	4/21/2023
E501A	Electrical Unit Panel Schedules	1	3/25/2022	4/21/2023
E502A	Electrical Unit Panel Schedules	1	3/25/2022	4/21/2023



E600A	Electrical Calculations	2	3/13/2023	4/21/2023
E800A	Electrical Photometric Plan	4	4/21/2023	4/21/2023
FP001A	Fire Protection Design Criteria	4	4/21/2023	4/21/2023
FP101A	Fire Protection 1st Floor	4	4/21/2023	4/21/2023
FP102A	Fire Protection 2nd Floor	4	4/21/2023	4/21/2023
FP103A	Fire Protection 3rd Floor	4	4/21/2023	4/21/2023
FP104A	Fire Protection 4th Floor	4	4/21/2023	4/21/2023
FP105A	Fire Protection 5th Floor	4	4/21/2023	4/21/2023
<b>LOT 2</b>				
G101.1-B	Cover sheet -BLDG 2	6	8/8/2023	8/8/2023
G102.1-B	Code Sheet - BLDG 2	4	4/14/2023	4/14/2023
G103.1-B	Code Sheet - BLDG 2	4	4/14/2023	4/14/2023
G109-B	Garage Code Plans	4	4/14/2023	4/14/2023
G110-B	Garage Code Plans	4	4/14/2023	4/14/2023
G111-B	Garage Code Plans	4	4/14/2023	4/14/2023
G112-B	Garage Code Plans	4	4/14/2023	4/14/2023
G120	Code Details		1/7/2022	4/14/2023
G121	Code Details		1/7/2022	4/14/2023
G122	Code Details		1/7/2022	4/14/2023
G123	Code Details		1/7/2022	4/14/2023
CS01	Cover Sheet (Civil)		1/13/2022	6/23/2023
DT01	General Notes & Details		1/13/2022	6/23/2023
DT02	General Notes & Details		1/13/2022	6/23/2023
GD01	Grading & Drainage Plan		1/13/2022	6/23/2023
GS01	Grading Sections		1/13/2022	6/23/2023
BD01	Blow Up Detail		1/13/2022	6/23/2023
SD01	Storm Drain Profiles		1/13/2022	6/23/2023
SD02	Storm Drain Profiles		1/13/2022	6/23/2023
SD03	Storm Drain Profiles		1/13/2022	6/23/2023
PP01	Paving Plan		1/13/2022	6/23/2023
CS01	Offsite Water Plan Cover Sheet		1/13/2022	5/23/2023
UT01	Utility Plan		12/14/2021	2/23/2021
MLD01-1	Minor Land Division		Not Dated	4/4/2023
MLD01-2	Minor Land Division		Not Dated	4/4/2023
SW01	Storm Water Management Cover Sheet		1/6/2022	6/21/2022
SW02	Storm Water Management Plan		1/6/2022	6/21/2022
CS01	Onsite and Offsite Fire Plan - Cover Sheet	2	4/7/2023	6/21/2022
DT01	Detail Sheet	2	4/7/2023	6/21/2022
FP01	Fire Line Plan	2	4/7/2023	6/21/2022



CS01	Onsite Water & Sewer Plumbing Plan Cover Sheet		1/13/2022	5/23/2023
DT01	Notes & Details		1/13/2022	5/23/2023
SD01	Sewer Profiles		1/13/2022	5/23/2023
UT01	Utility Plan		1/13/2022	5/23/2023
S-512	S-512 & Public Fire Hydrant Plans		Not Legible	No Stamp
LC001	Landscape Cover	4	4/14/2023	9/16/2022
LH101	Hardscape Plan	5	7/3/2023	9/16/2022
LH201	Hardscape Details	5	7/3/2023	9/16/2022
LH202	Hardscape Details	4	4/14/2023	9/16/2022
LH203	Hardscape Details	4	4/14/2023	9/16/2022
LL001	Landscape Plan	4	4/14/2023	9/16/2022
LL101	Landscape Plan	4	4/14/2023	9/16/2022
LL201	Landscape Details	4	4/14/2023	9/16/2022
SH101	Shade Study Exhibit	4	4/14/2023	9/16/2022
IR101	Irrigation Plan	4	4/14/2023	9/16/2022
IR201	Irrigation Details	4	4/14/2023	9/16/2022
SP099	Demo Site Plan		1/7/2022	4/12/2023
SP100	Overall Site Plan	4	4/14/2023	4/12/2023
SP101	Overall Fire Access Site Plan	4	4/14/2023	4/12/2023
SP102	Lot 1 Site Plan	4	4/14/2023	4/12/2023
SP104	Site Frontages	4	4/14/2023	4/12/2023
SP105	Site Amenities	4	4/14/2023	4/12/2023
SP106	Parking Garage Layout	4	4/14/2023	4/12/2023
SP110	Site Details		1/7/2022	4/12/2023
SP111	Site Details		1/7/2022	4/12/2023
A500Y	Elevations	3	3/13/2023	4/12/2023
A500Y.1	Elevations	3	4/14/2023	4/12/2023
A101.1-B	Overall 1st Floor Plan	6	8/8/2023	8/8/2023
A102.1-B	Overall 2nd Floor Plan	6	8/8/2023	8/8/2023
A103.1-B	Overall 3rd Floor Plan	6	8/8/2023	8/8/2023
A104.1-B	Overall 4th Floor Plan	6	8/8/2023	8/8/2023
A105.1-B	Overall 5th Floor and Roof Plan	6	8/8/2023	8/8/2023
A402-B	Parking Garage Screening	5	7/3/2023	8/8/2023
A403-B	Parking Garage - South Elevation	6	8/8/2023	8/8/2023
A702.1-B	Door Schedules	6	8/8/2023	8/8/2023
A803-B	Enlarged Stair/Elevator Plans & Sections	4	4/14/2023	4/14/2023
A804-B	Enlarged Stair/Elevator Plans & Sections	4	4/14/2023	4/14/2023



A805-B	Enlarged Parking Garage Stair Plans and Sections	4	4/14/2023	4/14/2023
A900	Wall Types	6	8/8/2023	8/8/2023
A901	Architectural Details		1/7/2022	4/14/2023
A902	Architectural Details	4	4/14/2023	4/14/2023
A930	Typical Roof Details	6	8/8/2023	No Stamp
A970	Door Details	4	4/14/2023	4/14/2023
A971	Door Details		1/7/2022	4/14/2023
A980	Stair Details		1/7/2022	4/14/2023
SG001	General Structural Notes and Legends	4	4/14/2023	4/27/2023
SG002	General Structural Notes Cont'd	4	4/14/2023	4/27/2023
SG003	Typical Details	4	4/14/2023	4/27/2023
SG004	Typical Details	4	4/14/2023	4/27/2023
SG101-B	Foundation Plan - BLDG 2	4	4/14/2023	4/27/2023
SG201-B	Level 2 Framing Plan	4	4/14/2023	4/27/2023
SG202-B	Level 3 Framing Plan	4	4/14/2023	4/27/2023
SG203-B	Level 4 Framing Plan	4	4/14/2023	4/27/2023
SG204-B	Partial Framing Plans - BLDG 2	4	4/14/2023	4/27/2023
SG301	Foundation Details	4	4/14/2023	4/27/2023
SG302	Foundation Details	4	4/14/2023	4/27/2023
SG401	Framing Details	4	4/14/2023	4/27/2023
S402	Framing Details	4	4/14/2023	4/27/2023
S403	Framing Details	4	4/14/2023	4/27/2023
S502	Framing Details	4	4/14/2023	4/27/2023
PC-0.0	Cover Sheet	1	3/25/2022	3/25/2022
PC-1.1	Foundation Plan	1	3/25/2022	3/25/2022
PC-1.2	Blowup Foundation Plan	1	3/25/2022	3/25/2022
PC-1.3	Foundation Details	1	3/25/2022	3/25/2022
PC-2.1	Level 1 Floor Plan	1	3/25/2022	3/25/2022
PC-2.2	Level 2 Floor Plan	1	3/25/2022	3/25/2022
PC-2.3	Level 3 Floor Plan	1	3/25/2022	3/25/2022
PC-2.4	Level 4 Floor Plan	1	3/25/2022	3/25/2022
PC-3.1	Precast elevations	1	3/25/2022	3/25/2022
PC-3.2	Precast elevations	1	3/25/2022	3/25/2022
PC-3.3	Precast elevations	1	3/25/2022	3/25/2022
PC-3.4	Stair Tower Plans & Elevations	1	3/25/2022	3/25/2022
PC-4.1	Details	1	3/25/2022	3/25/2022
PC-4.2	Details	1	3/25/2022	3/25/2022
PC-5.1	Connections	1	3/25/2022	3/25/2022



PC-5.2	Connections	1	3/25/2022	3/25/2022
PC-6.1	Standard Embeds	1	3/25/2022	3/25/2022
PC-6.2	Standard Embeds	1	3/25/2022	3/25/2022
PC-6.3	Special Parts	1	3/25/2022	3/25/2022
PC-6.4	Special Parts	1	3/25/2022	3/25/2022
PC-6.5	Special Parts	1	3/25/2022	3/25/2022
PC-6.6	Special Parts	1	3/25/2022	3/25/2022
PC-7.1	Design Summaries	1	3/25/2022	3/25/2022
PC-7.2	Design Summaries	1	3/25/2022	3/25/2022
M001.1-B	Mechanical Abbreviations, Notes & Symbols	4	4/21/2023	4/21/2023
M002.1-B	Mechanical Specifications	4	4/21/2023	4/21/2023
M101.1-B	Mechanical 1st Floor Plan	4	4/21/2023	4/21/2023
M102.1-B	Mechanical 2nd Floor Plan	4	4/21/2023	4/21/2023
M103.1-B	Mechanical 3rd Floor Plan	4	4/21/2023	4/21/2023
M104.1-B	Mechanical 4th Floor Plan	4	4/21/2023	4/21/2023
M105.1-B	Mechanical 5th Floor Plan	4	4/21/2023	4/21/2023
M201.1-B	Mechanical Roof Plan	4	4/21/2023	4/21/2023
M601.1-B	Mechanical Schedules	4	4/21/2023	4/21/2023
P001.1-B	Plumbing Abbreviations, Notes, and Symbols	4	4/21/2023	4/21/2023
P002.1-B	Plumbing Specifications	4	4/21/2023	4/21/2023
P100.1-B	Plumbing underground - sanitary	4	4/21/2023	4/21/2023
P101.1-B	Plumbing 1st Floor - Sanitary	4	4/21/2023	4/21/2023
P102.1-B	Plumbing 2nd Floor - Sanitary	4	4/21/2023	4/21/2023
P103.1-B	Plumbing 3rd Floor - Sanitary	4	4/21/2023	4/21/2023
P104.1-B	Plumbing 4th Floor - Sanitary	4	4/21/2023	4/21/2023
P105.1-B	Plumbing 5th Floor - Sanitary	4	4/21/2023	4/21/2023
P106.1-B	Plumbing Roof - Sanitary	4	4/21/2023	4/21/2023
P201.1-B	Plumbing 1st Floor - Domestic	4	4/21/2023	4/21/2023
P202.1-B	Plumbing 2nd Floor - Domestic	4	4/21/2023	4/21/2023
P203.1-B	Plumbing 3rd Floor - Domestic	4	4/21/2023	4/21/2023
P204.1-B	Plumbing 4th Floor - Domestic	4	4/21/2023	4/21/2023
P205.1-B	Plumbing 5th Floor - Domestic	4	4/21/2023	4/21/2023
P206.1-B	Plumbing Roof - Domestic	4	4/21/2023	4/21/2023
P900.1-B	Plumbing Isometrics	4	4/21/2023	4/21/2023
P901.1-B	Plumbing Isometrics	4	4/21/2023	4/21/2023
P902.1-B	Plumbing Isometrics	4	4/21/2023	4/21/2023
E001.1-B	Electrical Symbols & Notes	4	4/21/2023	4/21/2023
E002.1-B	Electrical Specifications	4	4/21/2023	4/21/2023



E003.1-B	Electrical Schedules	4	4/21/2023	4/21/2023
E004.1-B	Electrical Schedules	4	4/21/2023	4/21/2023
E005.1-B	Electrical Site Plan	4	4/21/2023	4/21/2023
E006.1-B	Electrical Site Lighting Plan	4	4/21/2023	4/21/2023
E007.1-B	Electrical Details	4	4/21/2023	4/21/2023
E008B	Electrical Riser Diagram	4	4/21/2023	4/21/2023
E101.1-B	Electrical 1st Floor Power Plan	4	4/21/2023	4/21/2023
E102.1-B	Electrical 2nd Floor Power Plan	4	4/21/2023	4/21/2023
E103.1-B	Electrical 3rd Floor Power Plan	4	4/21/2023	4/21/2023
E104.1-B	Electrical 4th Floor Power Plan	4	4/21/2023	4/21/2023
E105.1-B	Electrical 5th Floor Power Plan	4	4/21/2023	4/21/2023
E106.1-B	Electrical Roof Power Plan	4	4/21/2023	4/21/2023
E201.1-B	Electrical 1st Floor Lighting Plan	4	4/21/2023	4/21/2023
E202.1-B	Electrical 2nd Floor Lighting Plan	4	4/21/2023	4/21/2023
E203.1-B	Electrical 3rd Floor Lighting Plan	4	4/21/2023	4/21/2023
E204.1-B	Electrical 4th Floor Lighting Plan	4	4/21/2023	4/21/2023
E205.1-B	Electrical 5th Floor Lighting Plan	4	4/21/2023	4/21/2023
E500.1-B	Electrical Panel Schedules	4	4/21/2023	4/21/2023
E800.1-B	Electrical Photometric Plan	4	4/21/2023	4/21/2023
FP001.1-B	Fire Protection Design Criteria	4	4/21/2023	4/21/2023
FP101.1-B	Fire Protection 1st Floor	4	4/21/2023	4/21/2023
FP102.1-B	Fire Protection 2nd Floor	4	4/21/2023	4/21/2023
FP103.1-B	Fire Protection 3rd Floor	4	4/21/2023	4/21/2023
FP104.1-B	Fire Protection 4th Floor	4	4/21/2023	4/21/2023
FP105.1-B	Fire Protection 5th Floor	4	4/21/2023	4/21/2023



## **EXHIBIT E SWORN STATEMENT**

## **SWORN STATEMENT OF SUPPLIERS AND SUB-SUBCONTRACTORS**

PROJECT: MORELAND I MULTI-FAMILY HOUSING EOS JOB # 111-2025

DATE: \_\_\_\_\_

TO: EOS Builders, LLC.

In accordance with the requirements of the subcontract agreement, we are hereby submitting our statement of all suppliers, rental equipment and sub-subcontractors for this project as follows:

**PLEASE NOTE: ALL INFORMATION MUST BE COMPLETED FOR EACH NAME FURNISHED –  
ESTIMATES ARE ACCEPTABLE. IF YOU USE ADDITIONAL OR DIFFERENT SUPPLIERS OR SUB-  
SUBCONTRACTORS ON THIS PROJECT OTHER THAN THOSE SHOWN ON THE ORIGINAL SWEAR  
STATEMENT, YOU ARE REQUIRED TO NOTIFY EOS BUILDERS, LLC. WITHIN FORTY-EIGHT (48)  
HOURS. THANK YOU.**

I hereby certify and swear that the above list of suppliers, rental equipment and sub-subcontractors is comprehensive and includes all suppliers, rental equipment and sub-subcontractors for this project.

Company:

State of:

By:

County of: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_

Day of \_\_\_\_\_ 20\_\_\_\_

Title:

---

**NOTARY PUBLIC**



## EXHIBIT F INSURANCE

Subcontractor shall furnish and maintain at its sole cost and expense, and cause its Sub-subcontractors to furnish and maintain at their sole cost and expense, the insurance requirements set forth in the Prime Contract and Subcontract Agreement and at a minimum the requirements set forth in this Exhibit F. The insurance coverage must be in full force and effect until completion and acceptance of the Work and final payment, and thereafter as provided in this Exhibit F- Insurance.

Policies of insurance, to be issued by a carrier with a rating from A.M. Best & Company of A-VII or better, and which shall as a minimum, afford the following types of coverage.

### 1. Workers' Compensation:

Coverage A. Statutory Benefits.  
Coverage B. Employer's Liability.

Bodily Injury by accident	Per Arizona Statutory Limits
Bodily Injury by disease	Per Arizona Statutory Limits
Bodily Injury by disease	Per Arizona Statutory Limits

The workers compensation policy shall include an endorsement waiving its subrogation rights against the Owner, Contractor, their officers, shareholders, directors, employees and representatives. If any class of employee engaged in the Work is not protected by Worker's Compensation statutes, Subcontractor shall provide special insurance for the protection of such employees not otherwise protected, which is similar to the foregoing coverage.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

### 2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

Auto policy will include a waiver of subrogation endorsement.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

An endorsement stating such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.



**3. Commercial General Liability:**

Commercial General Liability with limits of not less than:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

**Coverage must include:**

- 1) Be written or endorsed so as to delete any limitation or exclusion of liability relating to (a) earth movement, or soil subsidence, (b) explosion, collapse or underground hazard, (c) construction management operations, (d) EIFS Coverage if performing any EIFS work € Work performed on apartments, (f) contractual liability; and (g) electronic data liability.
- 2) Products and Completed Operations coverage and Additional Insured status, as provided in this Exhibit, without interruption, through the applicable statute of repose, or 10 years, whichever is less.
- 3) Broad Form Property Damage coverage, including completed operations or its equivalent.
- 4) Broad form contractual liability coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract.
- 5) An endorsement naming Contractor and Owner and their respective officers, directors, employees, representatives and agents as Additional Insured(s) under endorsements equivalent to the CG 20 10 04 13 (**Exhibit F-2**) and the CG 20 37 04 13 (**Exhibit F-3**) and Subcontractor shall provide Contractor with a copy of actual endorsements. A Certificate of Insurance without these endorsements is not acceptable. Any policy that does not grant additional insured status for both the ongoing operations and products/completed operations coverages, IS NOT ACCEPTABLE.
- 6) An endorsement stating such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.
- 7) Coverage on an "Occurrence" form, written on the most current version of the ISO form CG 00 01. "**Claims Made**" and "**Modified Occurrence**" forms are not acceptable.
- 8) Coverage must include a waiver of subrogation endorsement for general liability.
- 9) Coverage to include general aggregate limits on a "per project" basis.



**4. Excess Liability:**

Umbrella or Excess Liability of \$2,000,000 per occurrence, \$2,000,000 aggregate to extend on a follow-form basis liability coverages and limits as specified above in #1, #2, & #3. If Subcontractor or its sub-tiers have or obtain insurance coverage in amounts in excess of those listed, such additional insurance coverage shall apply to the benefit of the Additional Insureds,

Subcontractor's Commercial General Liability, Comprehensive Automobile Liability, and Umbrella/Excess Liability policies shall be endorsed to add Contractor and Owner as additional insured with respect to the performance of Subcontractor's operations under the Subcontract agreement and the Contract documents.

An endorsement stating such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.

**5. Professional Liability**

(Applicable if any design/engineering services are Subcontractor's responsibility)

Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply. Coverage shall be retroactive back to the earlier of the date of this agreement or the commencement of design services in relation to this project. Coverage provided must have no exclusion for design-build projects and must continue to provide evidence of coverage for nine (9) years beyond completion of the Project.

**6. Contractors Pollution Liability Insurance**

\$1,000,000 per occurrence/aggregate

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Subcontractor shall maintain insurance covering losses caused by pollution conditions (including clean up, mold, transportation and Non-owned disposal site coverage) that arise from the Work. Coverage shall include the Contractor and Owner as additional insureds on a primary and non-contributory basis, and waive rights of subrogation.

**7. Aircraft Liability**

If the Work involves the operation, maintenance or use of any aircraft, including unmanned aircraft systems, Subcontractor shall procure and maintain or cause to be procured and maintained Aircraft Liability insurance for loss or damage arising out of or related to the use of any aircraft used in the performance of the Work. Such insurance shall have liability limits of \$1,000,000 including bodily injury, property damage. Such Aircraft Liability coverage shall be endorsed to include Contractor, Owner and all others required by the Agreement to be additional insureds.

**8. Other Requirements**

- A) For all required coverages within this Exhibit, no policy should have a deductible exceeding \$10,000. In addition, the costs to defend a claim (including attorneys' fees) shall be outside the policy's liability limits and shall be unlimited; except as respects any applicable Professional Liability requirement under this contract.
- B) Notice of Cancellation: All insurance policies and certificates of insurance shall include an endorsement providing for thirty (30) days advance written notice to **contractor** as evidenced by return receipt signed by **Contractor**, of any cancellation, termination, or material alteration.
- C) Certificates of Insurance with the required endorsements evidencing the required coverage (For all subcontractors and sub-tiers) must be delivered to the Contractor prior to commencement of any work and in no event later than three (3) days from the date of this agreement. Subcontractor shall, within ten (10) Days after Contractor's written request, provide Contractor with additional certificates of insurance, endorsements, declaratory pages, or other proof as requested by Contractor to verify that all required insurance is in effect. Subcontractor shall further provide Contractor upon its written request certified copies of all policies and endorsements obtained in compliance with this **Exhibit F**. Contractor shall be entitled to communicate



directly with the respective insurance agents of Subcontractor and its Lower Tier Persons to verify amounts, coverage, deductibles, and other terms of insurance carried by Subcontractor and/or its Lower Tier Persons.

Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any Sub-Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

Contractor shall furnish to Subcontractor, within a reasonable time after written request, copies of the certificates and endorsements of insurance required of Contractor under the Prime Contract.

- D) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of sub-contractor create higher than normal hazards and, to require Subcontractor to name additional parties in interest to be Additional Insureds.
- E) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- F) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, sub-contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G) Subcontractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) which becomes a final part of the Project, during its off-Project sites, in transit and while stored or worked upon away from the Project sites. Contractor shall be additional insured under such insurance.
- H) Contractor shall not be responsible for any uninsured loss or damage to the Work that is not incorporated into the Project, nor shall Contractor be responsible for any uninsured loss or damage to materials, tools, equipment, appliances, or any other items used or to be used in the Work, regardless of location, whether or not on site, in transit or in storage, not incorporated into the Project, and regardless of however such loss or damage is caused. Rather, the risk of such uninsured loss shall be borne by Subcontractor, and its Lower Tier Persons. "Uninsured Loss" means any loss that may be incurred that is not covered by, or is less than the deductible of, any policy in force for the Project.

Subcontractor's compliance with the insurance requirements of the Subcontract Documents is an affirmative material obligation of Subcontractor, and shall be a condition precedent to any payment otherwise payable to Subcontractor.

- I) If the Contract Documents provide for an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Subcontractor shall comply with all provisions of any such OCIP.
- J) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit F, the Subcontractor shall comply with the more stringent provisions.



## 9. Certificate Holders

### Cert Holder:

RSEP Holding, LLC, its successors and/or assigns,  
Red Stone Equity Partners  
C/O D&M Insurance Solutions  
4211 W. Boy Scout Blvd. 8th Floor Tampa, FL 33607

Red Stone Equity Manager, LLC, its successors and/or assigns  
Red Stone Equity Partners  
C/O D&M Insurance Solutions  
4211 W. Boy Scout Blvd. 8th Floor Tampa, FL 33607

Citibank, N.A., ISOSA, ATIMA  
c/o Berkadia Commercial Mortgage, LLC  
P.O. Box 557  
Ambler, PA 19002

City of Phoenix  
200 West Washington Street  
Phoenix, AZ 85003

## 10. Additionally Insured

Certificates for property insurance and certificates for liability insurance, with waiver of subrogation, should be provided to the following additional insured parties:

**The following entities need to be named as additional insured on the Auto, General Liability, Umbrella and Excess policies:**

RSEP Holding, LLC, its successors and/or assigns,  
Red Stone Equity Partners  
C/O D&M Insurance Solutions  
4211 W. Boy Scout Blvd. 8th Floor Tampa, FL 33607

Red Stone Equity Manager, LLC, its successors and/or assigns



Red Stone Equity Partners  
C/O D&M Insurance Solutions  
4211 W. Boy Scout Blvd. 8th Floor Tampa, FL 33607

Citibank, N.A., ISOSA, ATIMA  
c/o Berkadia Commercial Mortgage, LLC  
P.O. Box 557  
Ambler, PA 19002

City of Phoenix  
200 West Washington Street  
Phoenix, AZ 85003

ML I Housing, LLC  
251 W. Washington St., 4<sup>th</sup> Floor  
Phoenix, AZ 85003

EOS Builders, LLC  
2150 E Highland Ave, Suite 203  
Phoenix, AZ 85016

**The Following entities are to have a waiver of subrogation on the Auto, General Liability, Umbrella, Excess and Workman's Comp:**

RSEP Holding, LLC, its successors and/or assigns,  
Red Stone Equity Partners  
C/O D&M Insurance Solutions  
4211 W. Boy Scout Blvd. 8th Floor Tampa, FL 33607

Red Stone Equity Manager, LLC, its successors and/or assigns  
Red Stone Equity Partners  
C/O D&M Insurance Solutions  
4211 W. Boy Scout Blvd. 8th Floor Tampa, FL 33607



Citibank, N.A., ISOSA, ATIMA  
c/o Berkadia Commercial Mortgage, LLC  
P.O. Box 557  
Ambler, PA 19002

City of Phoenix  
200 West Washington Street  
Phoenix, AZ 85003

ML I Housing, LLC  
251 W. Washington St., 4<sup>th</sup> Floor  
Phoenix, AZ 85003

EOS Builders, LLC  
2150 E Highland Ave, Suite 203  
Phoenix, AZ 85016



## EXHIBIT H PROJECT INFORMATION/ PRELIMINARY NOTICE

### PRELIMINARY NOTICE INFORMATION

Owner:  ML I Housing, LLC 251 West Washington Street, 4 <sup>th</sup> Floor Phoenix, Arizona 85003  Project Name: MORELAND I MULTI-FAMILY HOUSING	Contractor:  EOS Builders, LLC. 2150 E. Highland Ave, Suite 203 Phoenix, Arizona 85016 Attn: Evan Oates 602-618-7429  ROC # 331109 KB-1 Fed Tax ID # 85-3478379 AZ TPT # 21370370
Lender:  Citibank, N.A., ISOSA ATIMA c/o Berkadia Commercial Mortgage, LLC P.O. Box 557 Ambler, PA 19002	Project Location:  1125 N. 3rd Street Phoenix, AZ 85004
Payables Contact:  Evan Oates <a href="mailto:Eoates@eosbuilders.com">Eoates@eosbuilders.com</a> 602-618-7429	Architect:  SPS+ Architects, LLP 8681 East Via de Negocio Scottsdale, AZ 85258-3330
COI Administration:	



## EXHIBIT I LOW INCOME HOUSING TAX CREDIT REQUIREMENTS

**Project Name:** Moreland I Multi-Family Housing

### Low Income Housing Tax Credit Requirements:

In order for the construction of the Project to occur it will be necessary for the Owner to obtain equity funds from Citibank, N.A., ISOSA ATIMA., its investment limited partnership (the “**Limited Partner**”) based on the tax attributes associated with the Tax Credits and the Project. The Contractor acknowledges and understands this financing. Further, the Project must be constructed in a manner consistent with the building requirements set forth in the Qualified Allocation Plan (“**QAP**”), including an understanding that the construction of the Project must be inspected by representatives of the Owner or the Arizona Department of Housing (the “**Department**”) as it relates to the Project’s energy efficiency. The Contractor shall permit the inspections of the Project by authorized representatives of the Department in each of the following construction stages (i) framing (ii) after installation is installed, (iii) at the time the HVAC equipment is installed, and (iv) prior to the final Punch-List on a building-by-building and unit-by-unit basis. The Contractor is willing to comply with all reasonable and necessary requirements of the Limited Partner and the Department in applying or interpreting the QAP, including but not limited to the provision it supplies necessary information to complete the form of cost certification required by the QAP.

In addition, the following Federal Requirements are incorporated in the Agreement herein:

- A. The Fair Housing Act of 1968, 42 USC 3601-19 (“FHA”) - Prohibits discrimination-based sale or rental or construction and design based on: race or color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), national origin, familial status, and disability (collectively, the “Protected Classes”).
- B. Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. Section 794 and regs at 24 C.F.R. Part 8.
- C. The Americans with Disabilities Act of 1990, 42. U.S.C. Section 12181-89 and regs at 24 C.F.R.
- D. Architectural Barriers Act of 1968 42 U.S.C. 4151 as amended and regs at 24 C.F.R., Part 40.



**IN WITNESS WHEREOF**, the parties hereby execute this Subcontract Agreement.

**CONTRACTOR**

EOS Builders, LLC.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SUBCONTRACTOR**

Desert Services, LLC

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_