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Exhibit A

That part of the Southeast quarter of Section 28, Township 22 North, Range 2 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, including LOTS 1 through 4, inclusive, BLOCK 10-J, a portion of BLOCK 11-L, and an abandoned portion of Locust Street between Blocks 10-J and 11-L, in TABER CITY, as shown on the plan thereof, recorded in Buck 1 of Maps, page 11, records of Coconino County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 28;

thence West (Assumed bearing) along the South line of said Section, a distance of 1187.51 feet (Record 1188 feet more or less) to a point on the East line of Nichols Addition, according to Book 2 of Maps and Plats, page 24;

ther.cc North 21° 58' West (Record North 22° 06' West) along the East line, a distance of 247.95 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described;

ther ce North 21° 58' West (Record North 22° 06° West) along said East line, a distance of 292.00 feet to a puint on the South line of Block 10-f of Taber City, according to Book 1 of Maps, page 113

thence North 67" 52' Bast (Record North 67" 54' Bast) along said South line, a distance of 75.00 feet to the Southwest corner of Lot 4 of said Block 10-J;

thence North 21° 58' West, a distance of 150.00 feet to the Northwest corner of said Lot 4;

thence North 67° 52' East along the South right-of-way line of Bill Williams Ayenue, a distance of 409.00 feet;

thence South 21° 58' East, a distance of 442.00 feet;

thence South 67° 52' West, a distance of 484.00 feet to the TRUE POINT OF BEGINNING.

Exhibit A

That part of the Southeast quarter of Section 28, Township 22 North, Range 2 Fast, of the Gila and Salt River Base and Meridian, Coconino Cousty, Arizona, including LOTS 1 through 4, inclusive, BLOCK 10-J, a portion of BLOCK 11-L, and an abandoned portion of Locast Street between Blocks 10-J and 11-L, in TABER CITY, as shown on the plat thereof, recorded in Book 1 of Maps, page 11, records of Coconino County, Arizona, described as follows:

COMMENCING at the Southeast corner of Section 28;

thence West (Assumed bearing) along the South line of said Section, a distance of 1187.51 feet (Record 1188 feet more or less) to a point on the East line of Nichols Addition, according to Book 2 of Maps and Plats, page 24;

thence North 21° 58' West (Record North 22° 06' West) along the East line, a distance of 247.95 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described;

thence North 21° 58' West (Record North 22° 06" West) along said East line, a distance of 292.00 feet to a point on the South line of Block !0-J of Taber City, according to Book 1 of Maps, page 11;

thence North 67° 52' East (Record North 67° 54' East) along said South line, a distance of 75.00 feet to the Southwest corner of Lot 4 of said Block 10-J;

thence North 21° 58' West, a distance of 150.00 feet to the Northwest corner of said Lot 4;

thence North 67° 52' East along the South right-of-way line of Bill Williams Avenue, a distance of 409.00 feet,

thence South 21° 58' East, a distance of 442.00 feet;

thence South 67° 52' West, a distance of 484.00 feet to the TRUE POINT OF BEGIN VING.

When recorded, return to:

Michael J. Holden HOLDEN WILLITS PLC Two North Central Avenue, Suite 2000 Phoenix AZ 85004

MUCHANICS' AND MATERIALMEN'S LIEN

DOEGE DEVELOPMENT limited liability company,	FLIC, an Arizona	} .
Claimant,)) NOTICE AND CLAIM OF LIEN
vs. CPH 642 RT 66 LLC, a D company,	elaware limited liability	
Owner or Reputed Owner.) } }
STATE OF ARIZONA County of Maricopa) ss.	

David A. Doege, being first duly sworn upon oath, deposes and says that:

1. I am the President of Doege Development LLC. ("Claimant"), and I have personal knowledge of the facts hereafter set forth. Claimant holds a valid license as a contractor pursuant to Arizona Revised Statutes, Title 32, Chapter 10.

- 2. Claimant furnished labor, materials, fixtures and tools for construction of certain improvements on a project known as Trailborn Williams ("the Project") on a parcel of land in Coconino County, Arizona described on Exhibit 1 and sought to be charged, together with the improvements thereon, with the lien hereby claimed ("the Subject Property").
- The owner or reported owner of the Subject Property is CPH 642 Rt 66 LLC,
 Delaware limited liability company ("Owner").
- 4. Owner entered into a construction contract with Claimant dated March 24, 2024 wherein Claimant agreed to furnish certain labor, materials, fixtures, and tools for the Project ("the Contract"). In consideration for performing work pursuant to the Contract.

 Owner agreed to pay Claimant for this work. A true and correct copy of the Contract is attached hereto as Exhibit 2 and incorporated herein by reference.
- 5. The original Contract sum was \$7,592,472.00. Owner subsequently approved 71 change orders totaling \$3,774,453.26 ("Approved Change Orders"). The Approved Change Orders increased the Contract amount to \$11,366,925.26. True and correct copies of the Approved Change Orders (without backup) are attached as Exhibit 3. Claimant was to be paid for the additional work covered by the Approved Change Orders in accordance with the terms of the Contract and the change orders.
- 6. In addition, Claimant has submitted 20 additional change orders totaling \$820,708.42 that are pending ("Pending Change Orders"). True and correct copies of the Pending Change Orders (without backup) is attached as Exhibit 4. Claimant was to be paid for the Pending Change Orders in accordance with the terms of the Contract and the change orders.

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7. Owner has not paid Claimant in full for the labor, materials, fixures, and tools furnished to the Project. The outstanding balance due to Claimant on the Contract (including the Approved Change Orders and Pending Change Orders) totals \$1,998,327.87.

- 8. "Completion" as defined in A.R.S. § 33-993(C)(1) occurred on or after March 6, 2025.
- 9. As of this date, the total principal amount due for labor, materials, fixtures, and tools furnished by Claimant to the Subject Property, after deducting just credits and offsets, is \$1,998,327.87, together with accrued and accruing interest on that amount at the rate of 1.5% per month from dates due until paid, and all reasonable expenses incurred including attorneys' fees and other professional services. That amount is the reasonable value of the labor, materials, fixtures, and tools furnished by Claimant to the Project for which Claimant has not been compensated.
- 10. On or about April 11, 2024, Claimant served by first class mail with a certificate of mailing a proliminary twenty-day notice, as required by A.R.S. § 33-992.01, upon (a) Owner as owner or reputed owner and as the person who contracted for the labor, service, equipment and material; and (b) Castle Peak Holdings as an additional or reputed owner, lessee or agent. A true and correct copy of the twenty-day notice is attached hereto as Exhibit 5 and incorporated herein by reference. The recipients did not return the acknowledgement of receipt of the twenty-day notice to Claimant within thirty days from the date of mailing. Therefore, under A.R.S. § 33-992.02, proof of service is made by affidavit of Jeff Veerhusen. This affidavit is included on Exhibit 5 and states: (a) the date and method of service; and (b) the names and addresses of the persons to whom a ropy of the notice was sent. A copy of the accompanying Certificate of Mailing is also attached to Exhibit 5.

- On or about July 23, 2024, Claimant served by first class mail with a certificate of mailing an amended preliminary twenty-day notice, as required by A.R.S. § 33-992.01, upon (a) Owner as owner or reputed owner and as the person who contracted for the labor, service, equipment and material; (b) Castle Peak Holdings as an additional or reputed owner, lessee or agent; and (c) BSP ODF Finance II LLC as lender, surety or bonding company. A true and correct copy of the amended twenty-day notice is attached hereto as Exhibit 6 and incorporated herein by reference. The recipients did not return the acknowledgement of receipt of the amended twenty-day notice to Claimant within thirty days from the date of mailing. Therefore, under A.R.S. § 33-992.02, proof of service is made by affidavit of Jeff Veerhusen. This affidavit is included on Exhibit 6 and states: (a) the date and method of service; and (b) the names and addresses of the persons to whom a copy of the notice was sent. A copy of the accompanying Certificate of Mailing is also attached to Exhibit 6.
- 12. On or about March 5, 2025, Claimant served by first class mail with a certificate of mailing a second amended preliminary twenty-day notice, as required by A.R.S. § 33-992.01, upon (a) Owner as owner or reputed owner and as the person who contracted for the labor, service, equipment and material; (b) Castle Peak Holdings as an additional or reputed owner, lessee or agent; and (c) BSP ODF Finance II LLC as lender, surety or bonding company. A true and correct copy of the second twenty-day notice is attached hereto as Exhibit 7 and incorporated herein by reference. The recipients did not return the acknowledgement of receipt of the second twenty-day notice to Claimant within thirty days from the date of mailing. Therefore, under A.R.S. § 33-992.02, proof of service is made by affidavit of Leff Veerhusen. This affidavit is included on Exhibit 7 and states: (a) the date

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and method of service; and (b) the name and address of the persons to whom a copy of the notice was sent. A copy of the accompanying Certificate of Mailing is also attached to Exhibit 7.

improvements thereon in the amount of \$1,998,327.87, together with accrued and accruing interest on that amount at the rate of 1.5% per month from dates due until paid, and all treasonable expenses incurred including attorneys fees and other professional services, pursuant to the laws of the State of Arizona relating to liens of mechanics, materialmen, laborers, and others. Therefore, for the sums due under the Contract for the purpose of fixing this lien, Claimant has made this Notice and Claim of Lien and delivers the original thereof to the County Recorder of Coconino County, Arizona to be recorded as required by law, and causes duplicate copies to be served upon Owner or Reputed Owner, if it can be found in Coconino County, Arizona.

DATED this 25" lay of June, 2025.

DOBOR DEVELOPMENT LLC

David A. Doege
Its President

STATE OF ARIZONA

)

County of Maricopa

Diane Marie Caldwell Notary Public Mar.cope Gounty, Arizona fy Comm. Expires 05-15-27 Commission No. 648669

This instrument was subscribed, sworn to and acknowledged before on this _____d of June, 2025 by David A. Doege, President of Doege Development, LLC, on behalf of the

сетрану.

Notary Public

My commission expires:

Exhibit 1

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Exhibit A

That part of the Southeast quarter of Section 28, Township 22 North, Range 2 Fast, of the Gila and Salt River Base and Meridian, Countin County, Arizona, including LOTS 1 through 4, inclusive, BLOCK 10-J, a portion of BLOCK 11-L, and an abandoned portion of Lucust Street between Blocks 10-J and 11-L, in TABER CFFY, as shown on the plan thereof, recorded in Book 1 of Maps, page 11, records of Countin County, Arizona, described as follows:

COMMFINCING at the Southeast corner of Section 28;

thence West (Assumed bearing) along the South line of said Section, a distance of 1187.51 feet (Record 1188 feet more or less) to a point on the East line of Nichola Addition, according to Book 2 of Maps and Plats, page 24;

thence North 21° 58' West (Record North 22° 66' West) along the East line, a distance of 247.95 feet to the TRUE POINT OF BEGINNING of the parcel of land herein described;

thence North 21° 58' West (Record North 22° 66" West) along said East line, a distance of 292.00 feet to a point on the South line of Block 10-J of Taber City, according to Book 1 of Maps, page 11:

thence North 67° 52' East (Record North 67° 54' East) along said South line, a distance of 75.00 feet to the Southwest corner of Lot 4 of said Block 10-1;

thence North 21° 58' West, a distance of 150.00 feet to the Northwest corner of said Lot 4;

thence North 67° 52' East along the South right-of-way line of Bill Williams Avenue, a distance of 409.00 feet;

thence South 21° 58' East, a distance of 442.00 feet;

thence South 67° 52° West, a distance of 484.00 feet to the TRUE POINT OF BEGINNING.

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Exhibit 2

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CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into as of the 26th day of March, 2024, by and between Deege Development LLC, an Arizona State registered Contractor, having offices located at 11217 N. 23th Ave. Phoonix, AZ 85029 ("Contractor") and CPH 642 RT 66 LLC, luving offices located at c/o Castle Peak Holdings, 420 West 14th Street, Suite 68E, New York. New York 10014 ("Owner"), with respect to the provision of construction and construction management services by Contractor for the property known as Tmillionn Williams ("Project").

SECTION &

General Provisions

- 1. <u>Definitions.</u> All terms and phrases defined in this Contract shall have the evantings and definitions set forth herein. All words which have well known technical or construction industry meanings are used in this Contract in accordance with such recognized meanings, unless defined differently herein or the context clearly indicates otherwise. All references to "days" herein shall mean calendar days, unless otherwise specified.
- 2. Scope of Work. Contractor agrees, pursuant to the terms and conditions of this Contract, to provide and/or arrange for the provision of all work for the Project required by the terms and conditions hereof, all labor, materials, equipment and construction work necessary to produce the completed construction of the Project as established by the Contract Documents, and construction administration and construction management services necessary to administer such construction and all work incidental thereto and/or usually performed in connection therewith and/or reasonably inferable therefrom. Contractor agrees that, without increase in the Contract Sum except and only as permitted by the provisions of this Contract, Contractor will perform and provide all work, labor, materials, supplies, approvals, storage, surveys, testing, field engineering, fixtures, tools, supplies and services necessary to timely and fully perform all work and services required by and/or reasonably inferable from the Contract Documents and/or the provisions of this Contract and/or necessary to produce fully connected, complete and operational systems and linishes consistent with the requirements of this Contract.
- 3. <u>Responsibility.</u> Contractor shall be responsible for all work or services required by the terms and conditions of this Contract, whether or not such work or services are performed directly by Contractor or by Subcontractors employed or retained by or through Contractor. In addition, Contractor shall be responsible for all construction administration and construction transgement services necessary to coordinate the work of Contractor and any Subcontractors to formish work, labor, services, material or equipment with respect to the Project.
- 4. Communication and Coordination. Contractor shall retain all Subcontractors necessary to perform the work required by this Contract. In this regard, Contractor shall be responsible for directing, supervising, assigning and dividing the work among such Subcontractors as necessary for the full and timely completion of the Work. The failure of Contractor to so direct, supervise, assign or divide the Work or to identify the trade or type of Subcontractor responsible for any element or aspect of the Work shall not entitle Contractor to any additional or extra compensation from Owner. In connection with all Work performed by or under the supervision of Contractor pursuant to this Contract, Contractor shall, consistent with

sound construction practice and applicable standards of professional care and diligence, malniain communication and shall coordinate its activities with Owner, the Architect and any other consultants or cantractors employed by Owner and any other parties involved with the Project. (collectively, "Owner's Consultants"), and all governmental agencies having jurisdiction over the Project, as necessary to facilitate the timely and proper performance of Contractor's Work, hereunder and in such taxhion as not to delay the timely and proper completion of construction of the Project. In addition, in connection with the performance of Contractor's services purytant to this Contract, Contractor shall nicer with and report to Owner, at such times as are required by this Contract or hereafter agreed to by Owner and Contractor, regarding the progress, scheduling and content of Contractor's services on the Project and to discuss and address any problems in contraction with the Work. The Contractor acknowledges that Owner's Consultants are solely advisors to Owner, and that they shall not have authority to act generally as Owner's agent or toact otherwise on behalf of Owner in connection with the Project, noless expressly so stated in this Contract or later so indicated to the Contractor by Owner in writing. Specifically, the Contractor understands and agrees that Owner and Owner's Consultants are under no obligation to inspect the Work or to discover defects or deficiencies in the Work, and that the discovery of or laiture to discover any defects, deficiencies or other problems in the Work by Owner or Owner's Consultants shall not in any way constitute a waiver or acceptance of any such defect, deficiency or other problem or in any way affect or reduce the Contractor's responsibilities to perform its Work in conformance with the terms of this Contract and free of defects, deficiencies or other problems in materials or workmanship. The Contractor acknowledges and accepts Gaz_{+} at any time, Owner, either directly or through the Owner's Consultants, at Owner's expense, may participate in any or all of the activities in connection with the administration of the Work on the Project.

- S. Contractor Project Representative. Contractor's designated project manager, which, for this Project is David A Doege Sr. P.M., shall be Contractor's Project Representative. Contractor represents and agrees that the Project Representative designated pursuant to this Paragraph is a knowledgeable member of Contractor's Project team, shall be responsible for coordinating, scheduling and supervising the services and activities required by this Contract, shall be the person who attends any meetings and conferences with Owner required by this Contract, and shall be the person responsible for communicating, on behalf of Contracter, with Owner, all Subcontractors and such other persons or entities involved with the Project as may be necessary for the timely and proper performance of the Work. Contractor's Project Representative shall not be discontinued by Contractor (except upon Final Completion of this Project or in the event of resignation or disability or if Owner requests a replacement to resolve incompatible working relationships) and no new individual shall be designated as Contractor's Project Representative without the prior approval of Owner, which approval shall not be unreasonably withheld.
- 6. Extent of Agreement. This Contract is an agreement only between Owner and Contractor (who shall be singularly responsible to Owner for the performance of this Contract) and does not constitute any obligation or agreement between Owner and any Subcontractor retained by Contractor to provide work or services in connection with the Project. No such Subcontractor shall have the benefit of any rights, remedies or redress against Owner provided to Contractor by this Contract, and Owner shall have no obligation to make or see to the payment of any such Subcontractor.

- 7. Standard of Care. Contractor acknowledges that it has described and represented itself to Owner as possessing experience and knowledge in projects of the same type and nature as this Project involving the design and construction of improvements substantially similar to the Project. Contractor agrees that the work and services provided by Contractor and the Subcontractors shall be performed in a manner consistent with those standards of professional skill, care and difference applicable to contractors of comparable experience and knowledge in similar circumstances and will be of good, first-class quality and workmenship, free from faults and defects and otherwise in accordance with the requirements of this Contract.
- 8. <u>Effective Date.</u> Contractor and Owner agree that this Contract is intended to and shall govern all work and services provided by Contractor for the Project, whether initiated or performed prior or subsequent to the execution of this Contract, and that the effective date of this Contract shall be deemed to be the first date when any such work or services were so provided by Centractor.
- 9. <u>Representations.</u> The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained herein) as a material inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract and the Final Completion of the Work:
- (a) the Contractor is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work, subject to Owner's timely payment of all portions of the Contract Sum due and owing to Contractor under the terms and conditions of this Contract, and perform all obligations becomind;
- (b)—the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations become and has sufficient experience and competence to do so;
- (c) the Contractor is authorized to do business in the State in which the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project;
- (d) the Contractor's execution of this Contract and performance thereof is within the Contractor's duly authorized powers; and
- (i) the Contractor possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of this particular Project.
- 10. Contract Documents. The "Contract Documents" consist of (a) this Agreement; (b) the Specifications as listed on Exhibit 2 hereto; (d) the Drawings as listed on Exhibit 2 hereto; (e) all other Exhibits attached hereto; (f) any Addenda to the Drawings or Specifications issued by Mohagen Hansen Architects ("Architect") with respect to the Work; and (g) all Modifications issued in connection with the Work for the Project. The Contract Documents form the Contract for Construction and may be collectively referred to herein as the "Contract", the "Contract Documents" and Exhibits to this

Agreement are fully incorporated into this Agreement by reference and are as fully a part of this Agreement as (?repeated in their entirety in this Agreement. A Modification is (1) a written amendment to the Contract Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

In the event of a conflict among any of the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the immediately preceding paragraph, except: (1) that a Modification shall take precedence over that portion of any other Contract Document which is modified by the Modification; and (2) with respect to conflicts or ambiguities as to the nature and extent of the Work to be performed, all labor, materials, services or other items, necessary for the execution of the Work and any labor, materials, services or other items which are reasonably inferable as necessary to complete the Work within the limits established by the Contract Documents, shall be considered as part of the Contract Documents and shall be executed by the Contractor in the same manner and with the same character and quality of material as other portions of the Work, without increase in the Contract Sum or extension of the Completion Dates. In the event of duplications or conflicts among the Contract Documents relating to the quality of Work to be performed or the materials and equipment to be provided, the Contractor shall notify the Owner and Architect of the duplication or conflict and abrain the Owner's direction as to the resolution of the duplication or conflict before processing with any affected Work.

The Drawings are those listed in Exhibit-2 to this Agreement and are the graphic and pictorial partions of the Control Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. The Specifications are those listed in Exhibit 2 to this Agreement and are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

SECTION II

Preliminary Services

Existing Conditions. By executing this Contract, the Contractor represents that it has visited the Project site, has reviewed all information, data and documents regarding the conditions at the Site made available to the Contractor by Owner or Architect prior to the execution of this Contract, verified measurements and has acquainted itself with all other conditions relevant to the Work including, without limitation, parking, noise, and work restrictions, and has made a reasonably thorough inspection of the Site, including, without limitation, all finishes, availability and performance of utility and other services and systems, dimensions and building elements (during which inspection the Contractor has reviewed all physical and observable conditions under which the Work will be performed). In this regard, the Contractor shall be entitled to rely on the accuracy of any information contained in as-built drawings or other materials furnished by Owner or Architect, but shall also be responsible for verifying all such information, to the extent feasible. The Contractor agrees that, in the event an obstruction, difficulty or condition is encountered at the Project site,

the Contractor shall notify Owner of such condition with reasonable promptness, and in no event later than five (5) business days after its discovery, and thereafter shall meet with Owner to discuss recommendations and afternatives for responding to the condition and minimizing its impact on the Contract Sum and/or Completion Date(s). The Contractor shall perform no Work involving or affected by such condition until after notifying Owner and receiving specific directions from Owner as to the performance of such Work. The failure of the Contractor to notify Owner (which may be by e-mail to ematthews@realhospilality.com, jlekstatis @redhospitality.com, and gmaniace@redhospitality.com) of any such condition within five (5) business days of its discovery as required by this Paragraph shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Completion Date(a) as a result of such condition and shall mean that the Contractor shall perform al. Work involving or affected by any such condition without any increase in the Centraet Sum or extension in the Completion Date(s). If an obstruction, difficulty or condition is one about which the Contractor should not have had knowledge based on the requirements of this Paragraph, then the Contractor (provided notice has been timely given as required by this Paragraph) shall be entitled, as its sole and complete remedy, to an increase in compensation calculated pursuant to Section XIII, Partyruph 4 herein, together with an extension of the Completion Date(s) measured by the number of days or portions thereof, if any, that the Substantial Completion of the Work is actually delayed as a direct result of the existence of the obstruction, difficulty or condition, as ac-Excused Delay.

Review of Contract Documents. Organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Should the Contractor discover any inconsistency in the Contract Documents, or among the Drawings and the Specifications or other Contract Documents, the Contractor shall promptly advise the Architect and Owner of such inconsistency and the greater quantity and the higher quality requirements from the Contract Documents shall govern. In addition, the Contractor acknowledges that the Specifications may be provided in a format that is embedded in the Drawings. In such event, the Contractor shall be responsible to review the Drawings for the Work and notify the Owner and the Architect if the Contractor believes that any aspect of the Work does not have sufficiently detailed Specifications necessary for the proper and complete execution of the Work and shall obtain the direction of the Owner or Architect before proceeding with any affected Work. If the Contractor performs any construction activity when Contractor knows such activity requires further specification or instruction from the Architect without such notice to the Owner and Architect, the Contractor shall be responsible for such performance and shall be responsible for any attributable costs, and shall not be entitled to any increase in the Contract Sum or extension of the Completion Dates on account thereof. Before beginning any Work involving dimensions that depend upon or see affected by existing conditions, the existing conditions shall be verified and shall take precedence over the Drawings with regard to dimensions.

The Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner and shall at once take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. The Contractor shall promptly report to the Owner and Architect errors,

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inconsistencies or omissions discovered or any variance observed by Contractor from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental hody, or public or quasi public authority (collectively, "Requirements") or any variance from or conflict with existing conditions at the Site, and shall secure written instructions from the Owner prior to proceeding with any Work affected by or involving such error, inconsistency, omission or variance. If the Contractor or any Subcontractor performs any construction activity when Contractor knows such activity involves an error, inconsistency or omission in the Contract Documents or any such variance without such notice to the Owner and Architect, the Contractor shall be responsible for such performance and shall hear the attributable costs for correction and shall not be entitled to any increase in the Contract Sum or extension of the Completion Daics on account thereof. The Contractor shall also keep the Owner informed of any changes of which Contractor becomes aware in applicable laws, statutes, ordinances, rules or regulations or any approvals or permits required for the Work.

3. Material Changes to Design. To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Commeter has provided in the Contract Sum for such further development consistent with the Contract Documents and reasonably inferable therefrom, and such further development shall not entitle the Contractor to any increase in the Contract Sum unless and only to the extent that such later description. constitutes a "Material Change" in the Work, which is defined as a later description of the Work. that involves work of a materially different nature, character, scope or quality (other than refinement) than that set forth in and/or reasonably interable from the Contract Documents, resulting in an actual, substantiated increase in the cost to perform the Work, and the Contractor notifies Owner that it believes it is entitled to an increase in the Contract Sum as a result of an allegen Material Change no later than ten (10) days after the alleged Material Change is liest. communicated to Contractor, and the Owner authorizes the Contractor to proceed with such Work in advance and in writing through a fully executed Change Order. In the event that the Contractor fails to provide such notice to the Owner within the applicable time limit then the Contractor shad be deemed to have waived any claim of a Material Change and shall berform the Work depicted in the Drawings and Specifications (and its further developments) without any increase in the Contract Sum and/or Completion Date(s) due to any Material Change not so identified in writing.

SECTION III

Architect

It is Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative. At Owner's discretion, the Owner may remove or replace the Architect. In either such event, the Owner may proceed without an Architect (and perform construction administration directly or through the Owner's Representative or any of the Owner's Consultants) or may substitute another Architect of the Owner's choosing, and references in the Contract Documents to the Architect shall be deemed to mean the Owner. Owner's Consultant or the replacement Architect, as applicable.

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Architect's Administration of the Contract, The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of this Agreement. The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Decements. However, the Architect will not be required to make exhaustive or continuous inspections to check quality or quantity of the Work. On the basis of these observations, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work. The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Commot Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The failure of the Architect to discover any defects, deficiencies or other problems in the Work shall not in any way constitute a waiver or acceptance of such defects, deficiencies or problems and shall not in any way affect or reduce the Contractor's responsibilities pursuant to this Agreement to perform the Work in conformance with the requirements of the Contract Documents and free from defects or deficiencies in materials or workmanship.

- 3. Communications Facilitating Contract Administration. At all times, Owner (at Owner's sole discretion) shall have the right to communicate directly with the Contractor, without involving the Architect, provided however that all communications involving design issues shall include the Architect (by direct participation or copy as determined by the Owner in Owner's sole discretion). In all events, all written communications between the Architect and Contractor shall be provided contemporaneously to the Owner (through the Owner's Representative).
- Work which does not conform to the Contract Documents. Whenever, in the reasonable opinion of either, it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, either will have authority to require special inspection or testing of the Work in accordance with the terms of the Contract Documents, whether or not such Work be then fabricated, installed a completed. However, neither the Architect's nor the Owner's authority to act under this Section, nor any decision made by either in good faith either to exercise at not to exercise such authority, shall create any duty or responsibility on the part of the Architect or Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other persons performing any of the Work, nor shall such authority or decision affect or reduce the Contractor's responsibilities pursuant to this Agreement to perform the Work in conformance with the requirements of the Contract Documents and free from defects or deficiencies in materials or workmanship.
- 5. <u>Submittals.</u> The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but

only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6. Payment. The Architect will conduct inspections to assist the Owner in determining the dates of Substantial and Final Completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final certificate for payment upon the Contractor's compliance with the applicable requirements of the Contract Documents.

SECTION IV

Construction Services

- 1. Scope. As used herein the terms "Work" or "work" shall mean, and the Contractor shall be required to perform, all labor, supervision, construction, materials, equipment, special facilities and "buils ins", construction documentation, construction management services, fixtures, tools, supplies, taxes, coordination of inspections related to final certificate of occupancy and all other property and services necessary to timely and fully perform all work or services set forth in or reasonably inferable from the Contract Documents in a good and workmanlike manner and in accordance with this Contract and the approved Contract Documents and all work, services and materials necessary to produce fully connected, complete and operational systems and finishes consistent with the requirements of this Contract and the approved Contract Documents. In determining what is reasonably inferable from this Contract and the approved Contract Documents, all such documents shall be construct together, and shall not be read by separate trade areas or design divisions.
- 2. Work Responsibility. The Work shall be performed by qualified construction contractors, suppliers and workmen paid for by Contractor, subject to Contractor's receipt of timely payment from Owner of the Cost of Work as required by this Contract. All Work shall be performed in a manner consistent with the standards of professional skill, care and diligence set forth herein. Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures and all safety precautions and measures necessary in connection with the same. The construction work, meterials and equipment provided by the construction contractors, suppliers and workmen retained by Contractor shall be new, and shall be of good quality, free from faults and defects and shall conform to this Contract and the Contract Documents. Work not in conformance with these requirements shall be repaired or replaced promptly and at no cost to Owner. Contractor shall be exclusively responsible to Owner for the acts and omissions of all contractors, suppliers, workmen and any other persons or entities employed or retained by Contractor to perform the Work and of their agencs and employees. The Contractor shall provide and pay for, subject to Contractor's receipt of timely payment from Owner of the Cost of Work as required by this Contract, all labor,

materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services or temporary distribution of same necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- 3. Permits and Notices. Contractor shall secure, at Owner's expense, and keep valid and in effect, and comply with the building permit and other permits and governmental approvals and licenses necessary for the Work. Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations or building codes and statutes relating to the performance of the Work. The Contractor shall comply with applicable laws, ordinances, codes, rules, regulations, guidance and orders of any public authority hearing on the performance of the Work. The Contractor shall also secure all required governmental inspections required for the obtaining necessary governmental approval of the Work. The Contractor shall also secure a Certificate of Occupancy for the Project as required, or whatever similar document is then being issued by the appropriate governmental agencies permitting occupancy of the Project.
- 4. <u>Taxes</u>. Contractor shall pay or cause to be paid, included in the Contract Sum, all sales, consumer, use and similar takes for the Work. Contractor, and each Subcontractor, shall pay taxes measured by the wages of their respective employees as required by law, and shall be solely responsible and liable for the payment of such taxes.
- 5. Clean-up. Contractor shall be responsible to keep the Project site and any surrounding areas involving or affected by the Work free from accumulation of waste materials or rubhish caused by the performance of the Work. Contractor shall keep the job site free of improperly stored combustible materials. At the end of each day, all boxes, crates, etc. shall be placed in a dampster provided by Contractor. Also, Contractor shall (as soon as practicable based on the level of completion of the construction), if applicable, provide temporary weathertight enclosures for all exterior openings in order to protect the Work from weather conditions, and shall equip all exterior doors with self-closing hardware and padlocks. At the end of each day Contractor shall close all temporary enclosures and padlock all exterior doors. At the completion of the Work, Contractor shall remove from and about the Project all waste materials, rubbish, cools, construction equipment, machinery and surplus materials, and shall present broom clean work to Owner for acceptance.
- 6. Supervision and Management of Construction. Contractor shall supervise and direct the performance of all Work, using appropriate skill and attention, and shall coordinate the Work performed by Contractor and all Subcontractors. Prior to the start of construction, Contractor shall designate one (I) individual, subject to the approval of Owner, to serve as the full time Field Superintendent for the Project. The Field Superintendent shall be present on the site throughout each day when Work is being performed on the Project up to and including the date of Final Completion and during each day shall observe in detail the coordination of the Work on the Project in order to determine if the Work is proceeding in accordance with the Contract Documents and applicable Requirements. On the basis of such on site inspections and observations, Contractor shall keep Owner informed of the progress and quality of the Work and shall exercise appropriate care and diligence to guard Owner against defects and deficiencies in the Work. The Field Superintendent shall be required to communicate with Owner and all other persons performing Work on the Project as necessary for the full and fuithful performance and

continuity of the Work. The Lield Superintendent shall not be discontinued (except upon Final Completion or in the event of resignation or disability or if Owner requests a replacement to resolve incompatible working relationships) and no new individual shall be designated as the Field Superintendent without the prior approval of Owner, which approval shall not be unreasonably withheld. The Contractor and Owner shall meet and agree on the nature and amount of any additional on-site supervision to be provided by the Contractor for the Project, including the need for and identity of any on-site Project Superintendent. Any Project Superintendent or Field Engineer agreed upon by Owner and Contractor pursuant to this Paragraph shall represent the Contractor on the Project site and shall have authority to bind the Contractor with respect to all matters pertaining to the performance of Work. The Contractor agrees that it shall not utilize any employee of the Contractor on the Project against whom Owner makes reasonable objection based on the quality of Work performed by such personand/or the nature of the working relationship between such person and Owner. In the event Owner makes such reasonable objection to any of the Contractor's personnel, the Contractor agrees that it shall promptly remove such person from the Project and thereafter shall not utilize such person to perform any such services on the Project, unless Owner later agrees to such use. Any reasonable objection by Owner pursuant to this Paragraph shall not be a basis for an increase in the Contract Sum and/or an extension of the Completion Date(s). Al Contractor's cost, as part of the Cost of Work, the Contractor shall be responsible for arranging for and providing all general services and temporary facilities as required for the proper and expeditious prosecution of the Work.

- Record Dowings. Contractor shall maintain in good order one record copy of all drawings, specifications, product data, shop samples, shop drawings, Change Orders, modifications and other records relating to the Work, marked to record changes made during the process of construction. Among other things, these marked drawings shall reflect (!) all deviations from the Contract Documents made during construction, (ii) actalls in the Work not previously shown on the Contract Documents, (iii) changes to existing conditions or existing conditions found to differ from those shown on the Contract Documents and (iv) the actual installed position of all elements of the Work. These documents shall be made available to Owner for inspection and review during the course of construction on the Project, as requested by Owner. At the conclusion of the Work, these documents shall be used by the Contractor to produce a coordinated set of as-built drawings, showing all construction Work as set in place during construction and revised to show the foregoing information and all changes made during construction from the original drawings.
- Site with all persons or entities then performing Work on the Project. Such meetings at the job site with all persons or entities then performing Work on the Project. Such meetings shall be held at least weekly and at such other times as directed by Contractor or Owner, and during such meetings Contractor shall review and discuss the progress of the Work with the contractors and suppliers then performing Work on the Project. Owner shall be notified at least 24 hours in advance of each such meeting and Owner and any of Owner's Consoltants may attend these meetings if it requests to do so. Contractor shall prepare minutes of each such meeting that will be distributed within (5) five days following the meeting. Further, the Contractor shall meet with Owner and Owner's Consultants, at such reasonable times and places chosen by Owner, to discuss the results and progress of the Work on the Project and/or of any services or Work then being performed by Contractor, and to discuss and address any problems relating thereto. If

requested or required by Owner, the Contractor shall provide Owner with written reports or recommendations in connection with such meetings. The Contractor shall comply with all decisions or directions rendered or issued by Owner in any such meetings, subject to the terms and conditions of this Contract.

- Shop Drawings. Contractor shall be responsible to coordinate the submittal of, and to review, approve or take other appropriate action upon, all submittals such as shop drawings, product data and samples for the purpose of determining their conformance with the information given and the design concepts expressed in the final Contract Decoments, including dimensions, materials and other specific instructions. Contractor shall keep Owner informed and shall provide Owner with copies of all communications by or with Architect relating to shop drawings, product data, materials, samples, schedules and colors. Upon Owner's request, Contractor shall deliver to Owner a copy of the shop drawing, product data, material sample. schedule or color at issue and Contractor shall take no action on the submittal until after it has received Owner's comments and approval. Owner shall provide its comments or approval within ten (10) days after the Owner's receipt of the submittal. Contractor shall maintain a corrent shop. drawing log containing a description of all submittals, the date when Contractor received each submittal and Contractor's actions taken in respect thereof. By submitting shop drawings, product data and samples to Owner, the Contractor represents that the Contractor (or its Subcontractors) has determined and verified all materials, field measurements, and field construction criteria related thereto, and that the Contractor has checked and coordinated the information contained within such sobmittals with the requirements of the Work and of the Contract Documents. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the approval of shop drawings, product data or samples by the Owner or Architect unless the Contractor has specifically informed. Owner and Architect in writing of such deviation at the time of submission and Owner and Arobitect have given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for emors or omissions in the shop drawings, product Data or samples by such approval.
- Processes. The Contractor shall establish on-site lines of authority and communication including but not limited to: (1) scheduling and conducting preconstruction meetings with Subcontractors prior to the start of Work as necessary to coordinate: (a) construction schedule and sequencing of critical Work; (b) delivery schedules and priorities; (c) designation of responsible Subcontractor personnel; (d) procedures and processing of field decisions, submittals. Change Orders, and applications for payment, etc.; (e) requirements for document distribution; (f) procedures for maintaining the record Contract Documents; (g) use of premises, office, work, and storage areas; (b) temporary (solities and utilities; (i) security procedures; (j) hausekeeping procedures; and (k) allocation of space and establishment of guidelines for Subcontractor field offices, work and storage areas, etc. as required; and (2). scheduling and conducting construction progress meetings with Subcontractors as required in order, among other things, to: (a) review work progress for compliance with schedule; (b) resolve field conflicts or problems; (c) review off-site labrication and delivery schedules; (d) monitor construction progress and execute corrective measures and procedures to prevent schedule delays; (e) monitor adequacy of Subcontractor manpower and equipment and execute correctly e action as necessary; (f) maintain quality control standards; and (g) review status of requests for proposals.

- Sinstitutions and Alternates. Products, materials and equipment of manufacturers referred to in the Contract Documents are intended to establish the standard of quality and design required by the Owner. Any decision whether or not to accept any proposed substitution or alternate shall be made by Owner in its sole and complete discretion. Owner agrees to render its decision within seven (7) days after the Owner's receipt of the Contractor's request. If no response is received from the Owner within such time, it shall be deemed a rejection of the proposed alternate or substitution. If the Contractor desires to submit for Owner's approval an alternate product or method in lieu of what has been specified or shown in the Contract Documents approved by the Owner, the Contractor may do so in writing to Owner prior to submittal of applicable shop drawings, providing samples of proposed materials and setting forth the following:
 - (a) Full explanation of the proposed substitution and submitted of all supporting data including technical information necessary for a complete resvaluation of the substitution;
 - (b) Reasons the substitution is advantageous and necessary, including the benefits to Owner and the work in the event the substitution is accepted;
 - (c) The adjustment, if any, in the Contract Sum in the event the substitution is accepted; and
 - (d) The adjustment; if any, in the construction schedule in the event. the substitution is accepted.

All materials furnished shall be new unless stated otherwise. When materials are specified to conform to any standard, the materials delivered to the Project Site shall bear manufacturers' labels stating that the materials meet such standards. The above requirements shall not restrict or affect the Owner's right to test materials.

Work of Others. Owner reserves the right to perform construction or operations. related to the Project with Owner's own forces and/or to award separate contracts in connection with other construction or operations on the Project site (including installation or furnishing of necessary equipment, machinery, famishings and fixtures). In such event, Contractor agrees to cooperate and coordinate its work with any and all such persons performing other work on the Project and to use appropriate skills and resources and to employ commercially reasonable efforts, consistent with applicable standards of professional skill, care and diligence in order to discharge Contractor's responsibilities and obligations under this Contract. Except as otherwise provided herein, the presence of other persons or entities performing work on the Project will not relieve Contractor from its responsibilities under this Contract. In the event Owner performs other construction or operations on the site with its own forces or through separate contractors, it shall coordinate such work with Contractor so as not to unreasonably interfere with or delay the work required of Contractor pursuant to this Contract. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together and operate properly. However, the Contractor shall not damage or endanger any portion of the Work or the work of any separate contractors by cutting, patching or otherwise altering any such Work. The Contractor shall not cut or otherwise after the work of any separate contractors except with the written consent of Owner. If a dispute arises among the Contractor,

separate contractors and Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as required by this Contract, and the dispute is not resolved within 48 hours after written notice from Owner, Owner may clean up and allocate the cost among those responsible as Owner reasonably determines to be just. Notwithstanding anything contained herein to the contrary, the parties agree that Owner shall be responsible for all costs and expenses of any of its separate contractors.

- Site Behavior. Contractor shall be responsible to maintain peaceful labor. 13. relations and a trouble-free job site for the duration of the Project. The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and the employees of its Subcontractors and other entities performing any of the Work under the direction or supervision of the Contractor and shall not employ in the performance of any portion of the Work any unfit person or anyone not skilled in the task assigned to bing. The Contractor shall ensure that neither its employees nor anyone performing any of its Work are under the influence of any alcohol or drugs or are engaged in any illegal activities. The Contractor shall be responsible for removing any and all such person(s). The Contractor shall also ensure no loud music is played on the site. The Contractor shall ensure all notices required by local, some and/or federal regulations are posted and maintained as required by law. The Contractor shall also take all steps to ensure persons not authorized to access the site are barred from entering the same. Contractor (1) shall assure that Contractor's employees and Subcontractors work in harmony and do not interfere with each other, Owner or Owner's other contractors and (2) shall use Centractor's best efforts to avoid any work stoppage, picketing, labor discuntion or dispute involving the employees, contractors, subcontractors, laborers, or materialmen of Owner or any tenant or occupant of the Project and any unreasonable interference with the business of Owner, or any tenant or occupant of the Project. In the event of a labor dispute, the Contractor shall use be entitled to any increase in the Contract Sum or other compensation. In addition, Bacused Delays shall not include delays or interruptions to the Work caused by labor disputes arising from the decision of the Contractor or any Subcontractors to use non-union labor or to schedule concurrent work by non-union and union labor crews or arising from jurisdictional labor disputes. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold barmless the Indemnitees from any liability with respect to disputes among Subcontractors and Contractor. The Contractor shall confine operations at the Project site to the areas of the Project and other areas permitted by Owner and shall not encumber the other portions of the Project site. with any materials or equipment. The Contractor shall require all persons performing work on the Project to comply with any and all policies and rules established by Owner relating to access or behavior at the Project site.
- 14. <u>Uncovering Work.</u> If any portion of the Work should be covered contrary to the request of Owner or to requirements specifically expressed in the Contract Documents, it must if required by Owner, be uncovered for observation by Owner and shall be replaced at the Contractor's sole expense without extension of the Completion Dates. If any other portion of the Work has been covered which Owner did not specifically request to observe prior to being covered, Owner may instruct the Contractor to uncover the Work. If such Work shall be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such Work shall be found not in accordance with the Contract Documents, the Contractor shall pay all such costs unless it shall be found that

this candition was caused by a separate contractor, in which event Owner shall be responsible for the payment of such casts.

- 15. Allowances. The Contract Sum includes those specific allowances that are identified in the attached Exhibit 4. The Contract Sum shall be adjusted accordingly if the actual costs for allowance items are more or less than the allowances specified in the Contract Decuments. Unless otherwise provided in the attached Exhibit 4, allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable (rade discounts. The Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit and other expenses relating to stated allowance items shall be included in the Contract Sum and not in the allowances.
- 16. Design/Build Work, Contractor noknowledges that the Contract Documents may require that the Contractor provide certain cloments of the Work, such as the mechanical, electrical, HVAC, plumbing and fire protection, on a design/build basis (which work is referred to herein as the "Design/Build Work"). In such event, the Contractor shall be responsible, through the retention of certain design/build Subcontractors who shall be under contract with the Contractor, for the design and engineering of the Design/Build Work ("Design/Build Subcontractors"). The Contractor further acknowledges that the Design/Build Work will be identified in the Contract Documents only in outline form by reference to essential performance. or system characteristics and requirements. The Contractor agrees that, with respect to pay Design/Build Work, it shall (through the retention of appropriately qualified and licensed-Subcontractors responsible for such Design/Buikt Work) provide all work or services (of other an engineering or construction nature) necessary to provide the Owner with full, complete and operational systems, in compliance with all applicable codes and industry standards, whether or not all such work is itemized in the Contract Documents in full and exact detail. The Contractor acknowledges that the design of the Design/Build Work will need to be coordinated with the Architect for compliance with the requirements of the Contract Documents and the Contractor agrees that Contractor (and its Design/Build Subcontractors) will comply with any decisions and directions of the Architect in this regard, and shall meet with the Architect and Owner and assist in the development and articulation of the final design requirements for all such Design/Build. Work, and will be responsible to integrate and coordinate the Design/Build Work with the remainder of the design proposed by the Architect, so that the entire design is fully integrated and coordinated into a final set of construction documents articulating the entire Work.

SECTION V

Subcontractors

- 1. Definition. As used in this Contract, the term "Subcontractor" shall mean any person or entity who has a direct contract with Contractor to perform a portion of the Work (including architects, engineers, materialmen and suppliers) and all other persons or entities (whether such persons or entities are subcontractors or sub-subcontractors) who provide materials, labor or services directly or indirectly to or for the Project through or under the supervision of Contractor or its Subcontractors.
- 2. <u>Selection of Subcontractors</u>. As soon as practicable after the receipt and evaluation of the applicable subcontract bids, Contractor will prepare a list of recommended.

Subcontractors for each category of the work for Owner's review and approval. Owner will identify to Contractor, in writing and with reasonable promptness, if Owner has any reasonable objection to any such proposed person or entity. If a specific bidder (a) is recommended to Owner by Contractor, (b) is qualified to perform that portion of the work, and (c) has schmitted a bid which conforms to the requirements of the final design without reservation and exception, but Owner requires that another bid be accepted, then a Change Order shall be issued to adjust the Contract Sum by the difference between the bid of the Subcontractor recommended to Owner by Contractor and the amount of the contract setually signed with the firm designated by Owner. All agreements between the Contractor and its Subcontractors shall preserve and protect the rights of Owner with respect to the performance of the Work so that the subcontracting thereof will not prejudice such rights. No provision of this Contract or any contract between the Contractor shall be construed as an agreement between the Owner and any Subcontractor shall have the benefit of any rights, remedies or redress against the Owner pursuant to this Contract.

- 3. <u>Replacement of Subcontractors</u>. Contractor shall have the right to replace any Subcontractor retained by it to perform any portion of the work for the Project if, in the opinion of Contractor, such Subcontractor has (ailed to perform the work in a proper and timely fashion. If Contractor shall replace any such Subcontractor, Contractor shall notify Owner in writing, specifying the person or entity who shall be replaced and the name of the person or entity to be substituted, together with Contractor's reason for the substitution.
- 4. Contingent Assignment of Subcontracts. In the event of the termination of this Contract by Owner because of the default of Contractor after any applicable notice and cure period. Owner shall have the right (without any responsibility so to do) to assume the rights and responsibilities of Contractor under all or some of Contractor's subcontracts or purchase or rental agreements, which Owner in its sole discretion chooses to assume. While this provision shall constitute a present assignment of Contractor's rights with respect to any and all subcontract agreements and commitments which Owner so chooses to assume, Contractor, upon request from Owner, shall promptly execute and deliver to Owner written assignments of such contracts, agreements and commitments which Owner in its discretion so chooses to take by assignment. All of Contractor's agreements with its Sithcontractors shall provide for this assignment.

SECTION VI

Owner's Responsibilities

It presentatives. Owner has appointed CBRE as the project representative who shall be responsible to communicate with Contractor with respect to the Work, to observe the Work, to formish required information and services to Contractor and to render decisions pertaining to the Work with reasonable promptness in order to avoid any delay in the orderly progress of the Work. The representative so designated shall be the sole person authorized to act on behalf of Owner with respect to the Project, except as set forth below with respect to the Project Manager. In the event Contractor receives any instructions, either in writing or orally, by persons other than the representative designated pursuant to this Paragraph, Contractor shall notify such representative of such instructions or approvals and shall not act upon such instructions or approvals until provided with directions from such representative. The

representative designated by Owner pursuant to this Paragraph may be replaced or discontinued aroundstice to Contractor.

Further, Contractor acknowledges that Owner has retained Red Hospitality Consulting as project manager on the Project (the "Project Manager") to assist Owner, as and when authorized, in the evaluation and observation of certain aspects of the design and construction of the Project and the administration of this Contract. Contractor agrees to maintain appropriate communication and to coordinate its activities with the Project Manager as necessary to [2cilitate] the fell, timely and proper performance of the Continuous's obligations under this Contract and the completion of all Work within the applicable Completion Dates. The Project Manager may observe, evaluate, administer, monitor and direct the Work. Communications on the Project shall be directed to Owner's project representative and the Project Manager. Continuous acknowledges that the Project Manager is solely an advisor and consultant to Owner and does not have authority to act generally as Owner's agent. Contractor specifically understands and agrees that the Project Manager does not have authority to authorize any change in the scope of the Work, increase in the Contract Sum, revision to the Completion Dates or schedule or any additional compensation or payment to the Contractor, without the prior and written approval of Owner through Owner's project representative. A new Project Managor may be designated by Owner. pursuant to this Paregraph by providing the Contractor with three (3) days' prior notice.

- 2. Surveys. Contractor shall notify Owner of any surveys needed in connection with the work required by this Contract, including but not limited to surveys describing the physical characteristics, legal limitations and mility locations for the Project site, and surveys depicting any existing construction located on the Project site. Owner shall provide Contractor with such surveys within a reasonable time after such request.
- Owner's Review of the Work and Right to Stop the Work. Contractor agrees that Owner, either directly or through the Architect, any consultant or other person or entity hired by Owner for such ourpose, shall have access to the Work in progress and may observe the Work. and shall have authority to reject and/or stop the Work if necessary for its proper execution or to order the renair or replacement of Work which Owner determines is defective or substandard in its reasonable discretion. In the event Owner stops the Work pursuant to this Patagraph and it is later determined that no cause existed for the exercise of such authority, such order shall be considered a suspension of the Work by Owner as provided in this Contract. Whenever, in the reasonable opinion of Owner, it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Owner will have authority to require special inspection or testing of the Work, whother or not such Work be then fabricated, installed or completed, at Owner's expense, except that if any such test or inspection reveals that any partion of the Work is defective or deficient and as a result further testing and inspection is required by Owner to determine that such Work is corrected, then the Contractor shall be fully and solely responsible (without increase in the Contract Sum) for all costs and expenses associated with any such further testing or inspection.
- 4. Owner's Right to Perform the Work. If the Contractor fails or neglects to carry out the Work in accordance with this Contract and fails within ten (10) days after receipt of written notice from Owner to commence and continue correction of such failure or neglect with diligence, Owner may, without prejudice to any other remedy Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from the

payments then or thereafter due the Contractor the actual out-of-pocket cost of correcting such deficiencies, including compensation for the services of any other professional made necessary by such neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to Owner.

SECTION VII

Time: Completion

Time of Essence. Timely completion of the Work is of the essence in this Contract. Accordingly, Contractor shall perform the Work as expeditiously as practicable, consistent with good architectural, engineering and construction practice, apolicable standards of professional care and diligence and the orderly progress of the Work. Contractor shall commence and prosecute the Work in such fashion as is necessary to active Substantial Completion and Final Completion no later than the dates set forth on Exhibit 1 (the "Completion Dates"), subject only to Excused Delay. The Completion Date(s) are not hased on any representation to the Contractor as to how the Work will be sequenced, or when, for how long, or in what sequence any manpower assignments or levels will be necessary to perform the Work in accordance with the schedule established for completion of the World. Contractor shall sequence and direct its Work in such a fashion as to take advantage of any and all available areas to perform its Work at the Project site, whenever or for whatever time they are available, and shall increase or decrease its manpower assignments and levels, as appropriate and in whatever fashion may be necessary, to achieve completion of all Work in accordance with the requirements of this Contract. By execution of this Contract, Contractor further acknowledges and agrees that based on the current scope and nature of the Project set forth in this Contract, the Contractor has reasonable and adequate time to achieve Substantial Completion and Final Completion of the Work on the Project in a timely manner, in order to achieve Substantial. Completion of the Work by the Completion Date(s), as it may be extended pursuant to this Centract, the Contractor agrees, without any increase in the Centract Sum or any additional compensation of any kind, to assign more personnel and increase construction manpower. increase the number of working hours per shift, working days per week, or amount of construction equipment, reschedule activities, work overtime and take such other measures to the extent necessary to overcome delays attributable to the Contractor, its Subcontractors and any other persons or entity performing Work under contract with, on behalf of or under the direction. or supervision of the Contractor. Further, the Contractor acknowledges and recognizes that Owner must have full and heneticial occupancy and use of the completed Work within the times established by the Completion Dates, subject only to Excused Delays as defined herein, and that Owner has entered into, or will hereafter enter into, binding agreements based upon the Centractor's representation that Contractor can achieve completion of the Work within the Completion Dates established in this Contract. The Contractor acknowledges and understands that Owner will incur substantial losses and damages if Owner is not able to use and occupy the Work for its intended purpose as of the date required for Substantial Completion set forth on Exhibit 1 (the "Substantial Completion Date"), including, among other things, additional fees to consultants and contractors retained by Owner, economic loss and lost revenue, rent and income, which damages to the extent actually incurred shall be the responsibility of Contractor should Contractor fail to complete the Work within such dates (except and only to the extent of Excused Delays as defined herein).

Because the exact amount of these damages cannot be readily ascertained as of the date of this Agreement, and because both the Owner and Contractor desire certainty with respect to their rights and obligations in the event that the entire Work is not Substantially Complete as of the Substantial Completion Date established in Exhibit 1 to this Agreement, the Contractor will be granted a 15 day grace period helione incurring liquidated damages, after which the Contractor shall pay the Owner, as agreed and liquidated damages, the sum of \$1,000 (One Thousand) Deflars) for each day during the thirty (30) day period following the grace period that the Contractor fails to achieve Substantial Completion of the Work, the sum of \$2,000 (Two). Thousand Dollars) for each day during the next fifteen (15) day period that the Contractor fails to achieve Substantial Completion of the Work, and \$5,000 (Pive Thousand Dollars) per day for each day thereafter that the Contractor fails to achieve Substantial Completion of the Work. except and only to the extent that the failure to achieve Substantia. Completion is due to an Excused Delay (in which event the date on which the foregoing liquidated damages will be imposed shall be extended, as required by the term of this Agreement, as a result of such Expused Defay), and provided that the liquidated damages pursuant to this peragraph shall not exceed the amount of Contractor's Foe payable under this Agreement The Contractor acknowledges that it has reviewed evidence demonstrating the nature and extent of the damages. that the Owner is likely to inour in the event the Work is not completed within the times required by this Agreement, and based on the foregoing acknowledges and agrees that the damages set forth above are based upon a reasonable approximation of the Owner's damages in such event. and constitute agreed and liquidated damages, and are not a penalty. At its option, the Owner may deduct any accrued liquidated damages from the amounts due to the Contractor under the terms of this Agreement. The parties agree that the Owner's excreise of its option under this Agreement to use and occupy all or any portion of the Work prior to Substantial Completion. shall not tell, waive or diminish in any way the liquidated damages for which the Contractor is responsible under this Section. Owner agrees that the liquidated damages set forth in this Section shall be the only damages recoverable by the Owner us a result of Contractor's failure to achieve Substantial Completion of the Work by the date required by this Agreement, unless such fiquidated damages remody is deemed unenforceable under law, in which event Owner may seek #II adma) damages as described above. However, Contractor acknowledges and agrees that the liquidated damages set forth above apply only to damages resulting from the Contractor's failure. to achieve Substantial Completion of the Work by the date required by this Agreement and do not limit or preclude Owner from exercising any non-monetary remedy or the recovery of any damages of any kind, type or hature to the extent they result from any other breach of contract, negligence or other action or emission of Contractor or its subcontractors, including but not limited to any defective, substandard or deficient construction.

Delaying Events. The Contractor agrees that it shall continually adjust and modify the construction schedule as required by this Contract and in order to reflect and account for all events and occurrences encountered in or associated with the performance of the Work which may delay and/or proclude Owner from using and occupying all, or any portion of the Project, for its intended purpose on or before the Completion Date(s) (a "Delaying Event"). The Contractor shall notify Owner in writing within five (5) business days after the Contractor is first delayed or becomes aware of potential delay in the progress of the Work due to any reason or circumstance (a "Delaying Notice"). Should such a Delaying Event take place, the Contractor shall meet with Owner, as and when requested, to discuss the situation and identify responses and alternatives which will reduce or eliminate the impact of the Delaying Event and shall

modify, revise and adjust the construction schedule accordingly, pursuant to the reasonable direction of Owner. Specifically, the Contractor shall, if requested by Owner, revise and modify the construction schedule, in response to any Delaying Event, and prioritize the Work on the Project in such a fashion so as to allow Owner to use and occupy as much of the Project as possible for its intended purpose on or before the Completion Date(s). At all times, the Contractor shall cause the Work on the Project to be performed in accordance with the most recent revisions and modifications to the construction schedule (without waiving any claims of Owner with respect to any Contractor delay of other breach).

- Excused Delays. The Contractor shall be entitled to an extension in the Completion Date(s) as the result of a delay only to the extent that such delay is attributable to causes beyond the reasonable control of and could not have been mitigated or avoided by the Contractor or any affected Subcontractors (hereinafter referred to as an "Excused Delay"). Excused Delays shall include, among other things, delays caused by the act or neglect of the Owner, Architect, the Owner's employees or separate contractors or their employees or agents, or by changes in the Work, unreasonable delays by governmental authorities in scheduling inspections, conducting reviews or issuing approvals, or by labor disputes, fire or other casualties, or by unreasonable delays by the Owner and/or Architect in responding to Shoo-Drawings, submittals or RFIs (in this regard, if no date is established in the Contract Documents upon which such responses or any other interpretations or approvals to be provided by the Owner, Architect or their consultants in connection with the Work shall be tigmished, then no 'claim for extension of the Completion Dates shall be allowed on account of failure to furnish any such response, interpretation or approval unless such time exceeds seven (7) days after receipt by the Architect and/or Owner or their consultants, as applicable, of the Shop Drawing, submittal. RFi or other item at issue). Further, an Excused Delay shall not include any delay caused by inclement or adverse weather conditions (regardless of the nature, duration or extent of such condition or its actual offect on the prosecution of the Work), except and only if: (1) Contractor demonstrates that the weather condition at issue is more severe than one would reasonably expect to encounter at the Site based on historical conditions over the payt five years as established by the National Weather Service; and (2) such adverse weather conditions in fact cause a delay in the completion of the Project beyond the Completion Dates; i.e. it must be a "critical path" delay; a delay of a non-time critical activity is not cause for extension of the Completion Dates, and for purposes of this Contract, a domonstration of adverse weather conditions will require documentation by National Weather Service of rainfall over one-quarter inch (44°) accumulation or the high temperature for the day less than 32 degrees l'abrenheit; and (3) the adverse weather prevents the Contractor from performing the affected Work for more than four (4) hours during the day of claimed delay. No delay to the Work will be considered an Excused Delay unless it actually delays Substantial Completion of the entire Project (delays of only certain trades will not be considered an Excused Delay unless they in turn actually delay the Substantial Completion of the entire Project). The Contractor shall not be entitled to any extension of the Completion Date(s) or to any increase in the Contract Sum on account of any such Excused Delay unless such extension or increase is expressly permitted by the terms of this Contract, Contractor has provided a timely Delaying Notice and a proper and timely claim is made by the Contractor, as required by Section XIII, Paragraph 3, ...
- Remody for Excused Delay. In the event of an Excused Delay, the Contractor shall be entitled to an extension of the Completion Dates measured by the number of days, or

portions thereof, that the Substantial Completion of the Work is acqually delayed by such Excused Delay. The Contractor shall not be entitled to an increase in the Contract 5um as a result of an Excused Delay or due to any acceleration or other impact to the nerformance of the Work caused by any Excused Delay for any action directed by the Owner or Architect with respect to the time for performance of the Work) except and only in the event of (and provided timely written notice is provided as required by this Agreement): (1) a delay that is the result of an interference with, or interruption of the Work caused by Owner (or Owner's Consultants, employees, agents or separate contractors) or Architect; or (2) an acceleration or other impact to the time for performance of the Work that is directed by the Owner in writing and is required in order to overcome a delay to the completion of the Work that is caused by the interference with or interruption of the Work by the Owner (or Owner's employees, agents or separate contractors); or Architect; or (3) an acceleration to the time for performance of the Work that is enused by the failure of the Owner to grant on extension of time that was required to be granted pursuant to the provision of this Agreement. In any such event, the Contractor's sole remedy shall be an increase in compensation calculated pursuant to Section XIII Paragraph 4; and the Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind or nature arising out of or under this Contract by virtue of any delays, interferences, acceleration or other impact, regardless of their length or nature.

- Schedule and Reports. The Contractor shall prepare and maintain a detailed. construction schedule in pdf format and the project scheduling program file for the performance of the Work based on the Completion Dates and employing the critical path method and a scheduling system reasonably acceptable to the Owner. The construction schedule will provide for actual start and end dates with the contractual/planned start and end dates to be updated. The schedule shall identify and incorporate activities required for equipment modifications. procurement and installation and shall identify all material or equipment that will require long delivery time and shall set forth the anticipated purchase and delivery dates for such materials. and equipment. In addition, the soliedule shall identify by task all significant decisions or information required to be supplied by Owner or any other persons or equities involved with the P oject (including applicable code officials) and shall set forth appropriate time (rames for the supply of such decision and information so as not to delay the Substantial Completion of the Project. Subsequent to the commencement of the Work, Contractor shall prepare a monthly schedule summary report, in such form and detail as reasonably approved by Owner. These reports shall identify the significant schedule milestones achieved during the period, identify those milestones that were not achieved, explain why they were not achieved and detail. Contractor's plan for recovering any lost time associated with such failure, identify and discuss. any other events or problems which have affected or may affect completion of the Project and shall include an updated schedule for the remaining activities on the Project. The monthly schedule summary shall also contain a written statement from Contractor's Project Representative as to the progress of the Project, the overall status of conformance with the Project schedule and the Project Representative's expectation of completion as compared to the ourrent schedule.
- 6. Material Status Report The Contractor shall prepare a Materials Status Report not later than seven (7) days after Submittals are approved for each separate aspect of the Work. The Materials Status Report shall include a complete list of suppliers, items to be purchased from

the suppliers or fabricators, time required for fabrication, and the scheduled delivery dates for each item relevant to each aspect of the Work.

- Substantial Completion. As used herein, "Substantial Completion" and/or "Substantially Complete" shall mean f(a): (1) the Work has been fully completed in accordance with the Contract Documents and this Contract except and only for minor items that will not unreasonably affect the occupancy and operation of the Work as intended and the Work is sufficiently complete (with the above noted exceptions only) to enable Owner to legally occupy and use the Work for the use for which it is inconded without unreasonable disruption or interference caused by the need to complete any of the Work then remaining to be completed; (2) all appraisals and permits required for the intended use (excluding accupational licenses, business licenses, and other licenses required for a tenant's or occupant's particular use of the Project), occupancy and completion of the Work, shall have been issued by appropriate governmental authorities, which may be temporary (except such certificates, permits, approvals or consents that cannot be produced due to reasons beyond the reasonable control of the Contractor or any Subcontractors, in which event this condition shall not apply to such extent); (3) if so required by the Owner, the Architect has certified that the Work is complete as required. by subsection (I) above and (4) all operational systems and elements that are part of the Work, including mechanical, electrical and support systems, are functioning as required by the Contract Documents and this Contract.
- Inspection and Punch Lists. When Contractor considers that the work on the Project is Substantially Complete, it shall so notify Owner and Architect in writing. The written itotification from Contractor to Owner and Architect shall include a punch list of items to be completed or corrected and shall fix the time within which Contractor shall complete or correct said punch list items. Owner and Architect shall thereafter promptly inspect the work on the Project and either accept that the work is Substantially Complete, or shall notify Contractor in writing of the basis for Owner's and/or Architect's position that the work is not Substantially Complete. When Owner and Architect agree that the Work is Substantially Complete, the parties shal, enter into a certificate of Substantial Completion on Standard AIA Form G-704, cortified. by the Architect indicating that the Work has been completed in accordance with the Contract Documents and in accordance with the applicable Requirements, subject to identified punch list items. If Owner, Architect and Contractor disagree as to whether the work is Substantially Complete, such disagreement shall be resolved pursuant to negotiation between Owner and Contractor, or if necessary, pursuant to Section XIII below. Upon notification from Contractor. that the punch list items of work have been completed and corrected by Contractor, Owner and Architect shall again review the work on the Project to verify such completion and correction. and shall either accept that such punch list work has been completed and corrected or shall notify Contractor in writing of those punch list items which Owner and/or Architect believe remain to be completed or corrected. The Contractor acknowledges and accepts that during the period. when the Contractor is completing its punch list Work, disputes may arise between Owner and Contractor as to the responsibility for certain punch list items or other corrective Work. However, the Contractor hereby expressly agrees to perform (and shall require its Subcontractors to perform) any and all punch list items and/or other corrective Work directed or requested by Owner or Architect, promptly upon notice of such direction or request and irrespective of any dispute as to the Contractor's responsibility for such punch list item or corrective Work, subject only to the Contractor's right to make claim for additional compensation resulting therefrom

pursuant to the terms of this Contract. When the Work or designated portion thereof is Substantially Complete, the Owner will authorize the Architect to prepare a Certificate of Substantial Completion which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall lik the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of all of the Work unless otherwise agreed to in writing by the Owner in the Certificate of Substantial Completion, and except as to latent defects and matters specified in any punch list delivered with respect to the Work or a portion thereof. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

- Final Completion. As used berein, the term "Final Completion" shall mean the full and proper completion of all of the Work, including but not limited to satisfactory operation. of all equipment, completion and/or correction of all punch list items to the satisfaction of Owner, payment and release of all mechanics, materialmen and filte liens, delivery of all warranties and quarantees and assignments thereof to Owner, and all such warranties and guarantee shall be freely assignable by Owner to any successor owners of the Project, equipment operation and maintenance manuals and all other documents and data as required by this Confract, delivery of all required as-built and record donvings and related documents, removal of all rubbish, tools, scaffolding and surplus materials and equipment from the job site and correction of all damage to landscaping at the Project site or to adjacent property, and final grading of the site to remove the tracks and ruts and related conditions so us to leave the site in the condition required by the Contract Documents and this Contract, and receipt of all remaining governmental signoffs with respect to the Work. Final payment shall not be due to the Contractor until Final Completion has occurred. When the Contractor considers that Final Completion has occurred, the Contractor shall provide notice to Owner, and within 48 hours. thereafter, Owner, Architect and the Contractor shall then inspect the Work and make such other determinations and certifications as necessary to verify whether Final Completion has in fact occurred.
- Owner's initial occupancy and use of the Project, Contractor (ar such times as are mutually agreed upon with Owner) shall conduct a complete review, demonstration, commissioning, start-up and operational delenging of all equipment, machinery and mechanical and electrical systems installed by Contractor on the Project and shall balance and make any adjustments or corrections required to make such equipment, machinery and systems perform as required by the Contract Documents and to reflect the actual use and occupancy of the Project.
- 11. Responshle Promptness. As used herein, the terms "reasonable promptness" and "promptly" shall mean as quickly and expeditiously as practicable, consistent with applicable standards of professional care and diligence, in order to avoid any delay in the orderly and sequential process of the construction of the Project. In the event a specific date for performance is established by this Contract, reasonable promptness or promptly shall require performance on or before the date so established, except to the extent later performance is agreed to or permitted by terms of this Contract.

Payment and Contract Sum

- 1. Amount of Contract Sum. As full and complete compensation for the Work (whether performed directly by Contractor or any Subcontractors) and the covenants contained herein, Contractor shall be paid for the performance of the work and services pursuant to this Contract the fixed lump sum amount of \$7,592,472 (Seven Million, Five Hundred and Ninety-Two Thousand, and Seventy Two DOLLARS) (the "Contract Sum"). Before submitting a progress payment application with respect to the Work, Contractor shall prepare and submit a schedule of values (in such form as is acceptable to Owner) based on the Contract Sum which allocates and divides the entire Contract Sum to each separate portion of the Work required for the Project. This schedule of values shall be used as a basis for processing Contractor's progress payment applications for the Contract Sum.
- <u>Progress Payments</u>. Monthly progress payments of the amounts due to Contractor. for Work provided by Contractor pursuant to this Contract shall be made as provided in this Paragraph. Except as may be otherwise agreed by the Owner, Contractor, Lender, and Architect, on the 5th day of the month (or the next business day thereafter if the 5th is not a business day). the Owner, the Architect (and the Lender, if it so desires), and the Contractor shall meet to review a proliminary draft of the Application for Paymen, (hereinafter referred to as a "Poncil" Draw") propared by the Contractor with respect to Work completed during the prior month. "The Contractor shall revise the Pencil Draw in accordance with any objection or recommendation of the Owner that is consistent with the requirements of the Contract Documents. The Contractor shall resubmit such revised Pencil Draw as the Application for Payment, which Application shall be due no later than the twenty-fifth (25^{th}) day of the month. If an Application for Payment is not provided no later than the twenty-fifth (25th) day of the month, then the Contractor acknowledges that such Application for Payment will not be submitted to the Lender for payment the following month and payment will be delayed accordingly. The Connector shall also submit with each Application for Payment a written narrative describing the basis for any item set forth in the Application for Payment that does not conform to instructions of the Owner or the Architect in connection with any applicable Poncil Draw. Each such payment application. shall request payment for all Work performed in the period covered by the payment application, shall describe the work performed, and shall identify the percentage of completing of the Work. as of the end of the period covered by the payment application. Subject to Lender approval, not later than thirty (30) days after the approval by Owner of any such payment application from Contractor, Owner shall pay Contractor an amount equal to that portion of the Contract Sumproportional to the percentage of the Work then completed by Contractor in such category (as agreed by Contractor and Owner), plus any amounts for Work authorized by fully executed Change Otders and completed by Contractor as of the date of the payment application, minus retention as provided in Section VIII, Paragraph 3 below. Each application for payment. submitted by Contractor to Owner shall be accompanied by: (1) a partial conditional waiver of lien in form satisfactory to Owner executed by Contractor and effective upon receipt of payment. expering the entire amount of the payment requested by the relevant application for payment. and (2) partial conditional wrivers of lien in form satisfactory to Owner executed by each Subcontractor performing work or furnishing supplies or materials to the Project, covering the payment tempested by the relevant application for payment. In addition, each application for payment shall be accompanied by a partial, unconditional lien waiver in form satisfactory to Owner, executed by Contractor and each Subcontractor, covering all labor and materials that

have actually been paid for by Owner pursuant to any previous application and for which the Contractor should have paid the Subcontractor prior to the submission of the payment application at issue. An updated construction schedule as described in Section VII, Paregraph 2, shall accompany all monthly invoices. In addition, each application for payment shall be notarized and supported by such data substantiating the Contractor's right to payment as Owner may reasonably require, such as any affidavit or other statement required by any lender to Owner, schedules of values from Subcontractors, and copies of requisitions and/or invoices from Subcontractors. Owner shall not be required to process an Application for Payment until it is fully complete and all requirements of this Contract with respect to any such application have been submitted. The Contractor's Applications for Payment may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. Each such application for payment shall constitute a representation by the Contractor that (3) the partial payment then requested to be disbursed has been incurred by the Contractor solely on account of work performed on this Project, (ii) the materials, supplies and equipment for which such requisition is being submitted have been installed or incorporated in the Project or have been stored at the Project site or at such off-site storage ligeations as shall have been approved in writing by Owner; pravided, however, Owner shall not be obligated hereby to pay or advance monies for materials stored off-site, unless, at Owner's sole option and discretion, such is approved in advance and in writing by Owner and Owner's construction. lender, if any, (iii) the materials, supplies and equipment are insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens. or encumbrances, (v) no mechanic's, laborer's, vendor's, materialman's or other liens have been filed in connection with the Project or any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such requisition has been performed in strict accordance with the requirements of this Contract and all applicable Requirements, and (vii) the partial payment then requested to be disbursed, together with all sums previously disbutsed under prior requisitions, does not exceed that portion of the Contract Sum which is allocable to the portion of the Work actually completed up to the date of such requisition and that the remainder of the Contract Sum (as the same may have been adjusted.) horounder) will be sufficient to pay in full the costs necessary to perform and complete the work. required by this Contract.

- 3. Retention. Retention equal to ten percent (10%) of all outstanding applications for payment shall be held by Owner until the Work on the Project achieves Final Completion, including submission of all closeout documentation, the release of any liens asserted against the Project and final release of all claims of any Subcontractors who have performed any work on the Project.
- 4. <u>Title to Work.</u> Contractor agrees that: (1) title to the work, materials and equipment covered by any application for payment will pass to Owner either by incorporation in construction or upon receipt of payment by Contractor for such work, whichever occurs first; (2) work, materials and equipment covered by previous applications for payment shall be free and clear of liens or other encombrances, provided that payment has been made by Owner to Contractor as required by this Contract; and (3) no work, materials or equipment for which payment is made by Owner will be subject to an agreement under which an interest therein or an encombrance thereon is retained by the seller or otherwise imposed by Contractor or such other person or entity. The applications for payment submitted by Contractor to Owner shall

constitute a representation by Contractor to Owner that to the best of Contractor's knowledge, information and belief, the design and construction of the Project have progressed to the point indicated, the quality of the work covered by the application is in accordance with the Contract, and Contractor is entitled to payment in the amounts requested. Notwithstanding the foregoing, the Contractor shall remain responsible for all damage or loss to any Work, materials or equipment until after Final Completion as tequired by the terms of this Contract.

- 5. Payments a Subcontractors. Contractor shall make payment to each Subcontractor, within seven (7) days after receipt of payment from Owner, of those amounts then properly due to the Subcontractor and paid to Contractor by Owner, pursuant to Contractor's application for payment, on account of the work performed by such person or entity (less any amounts being withheld as retention from such Subcontractor by Contractor). Contractor shall, by appropriate agreement with each Subcontractor, require each such person or entity to make payments to its subcontractors in a similar manner.
- Decisions to Withhold Payment. Owner may decide not to make payment in the amounts requested by any application for payment to the extent that: (1) Contractor has performed defective or deficient Work on the Project, or otherwise failed to carry out the Work in accordance with this Contract; (2) Contractor and Owner cannot agree that the Work is completed to the point indicated in the application for payment (in which event Owner shall make payment of the amounts required by the percentage completion which Owner believes in its reasonable discretion, has been achieved); (3) Contractor has Bijled to make required payments to those persons or entities employed or retained by Contractor to perform Work in connection with the Project; (4) Contractor has caused damage to Owner or another contractor. which is the responsibility of Contractor pursuant to this Contract: (5) third party claims filed or reasonable evidence indicating probable filling of such claims with respect to which the Contractor, in Owner's reasonable judgment, is liable to Owner pursuant to this Contract or applicable law; (6) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (7) reasonable evidence that the Work will not be completed within the Completion Date(s) and that the unpaid balance would not be adequate to cover damages for the anticipated delay; or (8) as otherwise permitted by applicable law. Owner shall make timely payment to Contractor, as required by this Contract, of all amounts not related to the reasons stated in such notification. Owner shall make payment of any amounts withheld pursuant to this Paragraph as part of the payments, if any, made in response to the next payment application submitted by Contractor after the reasons for such withholding are removed or corrected. If Contractor disputes any determination by Owner with regard to any proposed application for payment, Contractor shall nevertheless expeditiously continue to prosecute the Work.
- 7. <u>Final Completion.</u> When Contractor believes that the work has been Finally Completed, it shall notify Owner in writing and upon receipt of said notice, Owner and Architect shall inspect the work and either accept such work as being Finally Completed or identify in writing to Contractor that the work is not Finally Completed. Upon Owner's and Architect's acceptance of the work as Finally Complete, the parties shall execute a Certificate of Final Completion in the commercially reasonable form required by Owner, Contractor shall then submit a final payment application, specifically marked and noted as "Final" on the application, for all amounts remaining due and owing to Contractor under this Contract. Final payment (including the release of retention) shall not be due and owing and shall not be made to

Contractor unless and until Contractor submits to Owner: (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with all work performed on the Project, for which Owner or its property might in any way be responsible, have been paid or otherwise satisfied; (2) executed lien waivers (subject only to receipt of final payment) signed by all Subcontractors who have performed work on the Project and who may be entitled to a lien. against Owner's property (final and unconditional lien waivers from Contractor and each such Subcontractor shall be provided to Owner by Contractor within Ion (10) days of Contractor's receipt of final payment). (3) an executed lien waiver signed by Contractor discharging and waiying all liens, lien rights, and other claims which Contractor may have agains. Owner or Owner's property, effective upon receipt of final payment; (4) delivery of all project closeout requirements so; forth in Section VIII, Paragraph 9 or required by London (5) a certificate evidencing that insurance received by this Contract to remain in force after Final Payment is currently in effect and will not be cancelled an allowed to expire until at least 30 days' prior written notice has been given to Owner; (6) a written statement that the Contractor knows of nosubstantial reason that the insurance will not be renewable to cover the period required by this Contract; (7) consent of surety, if any, to Final Payment; (8) if required by Owner, delivery to Owner of a final record survey showing the proper placement of the Project within property lines. with no encroachments; and (9) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens and indemnity. agreements, claims, security interests or encumbrances arising out of this Contract, to the extent and in such form as may be designated by Owner.

- Advance: Waiver. Progress payments by Owner to Contractor shall constitute advances against the Contract Sum until final payment is made and accepted. Progress payments by Owner to Contractor shall not constitute an acceptance of the work in place and shall not constitute a waiver or release of any claims arising out of or relating to any work on the Project or under this Contract. No payment, nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any work not in accordance with this Contract. Acceptance of final payment from Owner by Contractor, however, shall constitute a waiver and release of all claims by Contractor and its Subcontractors arising out of or relating to the Project or this Contract, except and only for those claims previously made in writing by the Contractor and ensettled at the time of the Contractor's receipt of final payment, provided, however, that the Owner's making of final payment notwithstanding the assertion or existence of such claims by Contractor shall not be deemed an acknowledgement by Owner of the validity of any such claims or of Contractor's entitlement to any recovery with respect to any such claims.
- 9. Project Clos<u>eout Requirements.</u> The Project will not be considered Finally Complete and Final Paymen; shall not be made until the Contractor has delivered the following to Owner:
 - (a) As-built record drawings as described in Section IV, Paragraph 7 in pdf format.
 - (b) Final Lien Waivers, as required by Section VIII, Paragraph 7 above.
 - (c) All warranties and guarantees required by this Contract in electronic and pdf format.

- (4) Maintenance stock, to the extent applicable.
- (e) Two copies each of all handbooks, instructions, manuals and other information provided by the suppliers of any equipment or fixtures. In addition, a copy of each handbook, set of instructions and munuals shall also be provided in electronic forms.
 - (t) Keys.
- As a condition to the occurrence of Substantial Completion, the Contractor shall schedule and conduct with Owner a complete review, commissioning, demonstration, start-up and operational shakedown of all equipment and mechanical and electrical systems installed by the Contractor or its Subscentractors, review the operation and maintenance of such systems with Owner's maintenance contractors, and make all adjustments or corrections required by Owner and shall balance all systems in order to make all equipment and systems perform as required by this Contract. If necessary or requested by Owner, the Contractor shall require the Subcontractor, supplier or materialman responsible for any such equipment or system to participate in the review and/or to perform the adjustments, corrections or balancing required by this Paragraph.
 - (h) Release of surety, if applicable.
 - Permits, approvals and authorizations under all Requirements.
- <u>Liens</u>. Contractor shall indemnify, defend and hold harmless the Indomnitoes. from and against all claims, demands, damages, losses and expenses, including, without limitation, atterneys fees haid or incurred by Owner in connection with the settlement or defense of any claim by a Subcontractor retained to perform work on this Project, arising out of or inconnection with the failure of Contractor to pay such ocrson or entity as provided herein for the work that is the subject of such claim. Specifically, and in addition, if any such person or entity refuses to furnish a release or waiver required by Owner, Contractor shall either withhold payment from such person or entity or furnish a bond for 150% of the amount claimed and in z. form satisfactory to Owner to indemnify it against any such lien. In the event a Subcontractor files a mechanic's lien or claim for lien against the Project, Contractor shall promptly cause such Len or claim for lier to be formally released, bonded against or satisfied, and shall reimburse Owner for all costs and expenses, including, but not limited to attorneys' fees incurred by them in contesting, discharging, releasing or satisfying such lien or claim for lien or defending or otherwise participating in such suit, provided, however, that Contractor shall not have any responsibility to provide any such bond, effect any such discharge or refund any payments to Owner arising out of any lien or claim to the extent such lien or claim is the result of Owner's failure to pay Confractor such amounts as are actually due to Contractor, pursuant to the applicable provisions of this Contract, for the work that is the subject of such tien or claim.
- 11. <u>Subcontractor Payments</u>. If, at any time, the Owner has reason to bolicive that any Subcontractor on the Project has not been paid amounts due for Work performed on the Project by such Subcontractor and previously paid by the Owner to the Contractor, and as a result of

such alloged non-payment may take action against the Owner or its property, the Owner may request that the Contractor explain the status of all payments then made by the Contractor to the Subcontractor (in relation to the amounts then paid by the Owner to the Contractor for Work performed by such Subcontractor) and may demand that the Contractor provide a bond or other security (in form and substance acceptable to the Owner) sufficient to protect the Owner (romany claims that such Subcontractor may assert based on the Contractor's decision not to pay the Subcontractor all amounts that have been paid by the Owner to the Contractor on account of the Work performed by such Subcontractor. Owner shall have the right to communicate directly with such Subcontractor regarding the status of payments to said Subcontractor for World on the Project. However, no provision of the Contract between Owner and Contractor, not of any contract between the Contractor and any Subcontractor shall be construed as an agreement between the Owner and any Subcontractor. In addition to the foregoing, in order to require that the Contractor make prompt payment to its Subcontractors of the armounts identified in each Application for Payment as intended for said persons or entities, the Owner shall have the right. but not the obligation, to issue progress or final payments to the Contactor in the form of joint. checks payable to both the Contractor and its Subcontractors. If, after an Application for Payment is submitted or a payment is made by the Owner to the Contractor, the Contractor decides not to pay any Subcontractor the amounts requested on behalf of the Subcontractor in an Application for Payment or amounts received by the Contractor from the Owner on behalf of the Subcontractor, or if Contractor issues a joint check payable to any Subcontractor and its lower tier subcontractor or supplier, Contractor shall promptly notify Owner of such fact.

SECTION IX

Warranties, Correction of the Work and Insurance

Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of the best quality and new unless otherwise required or permitted by the Owner, that the Work will be free from any defects or deficiencies in workmanship or materials and that the work will conform with the requirements of the final Contract Decoments. In addition, the Contractor represents and warrants to Owner that all Work, materials and equipment furnished under this Contract shall be free from free from defect or non-conformance with this Contract and the Contract Documents for a period of one (1) year from the date of Substantial Completion, and accordingly, if Owner discovers defective work, Owner shall promptly notify Contractor (within such one year period) and Contractor shall thereafter repair or replace any such defective work without cost or charge to Owner. Work polconforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranties do not cover damage or failure of materials to the extent caused by any abuse, modification, improper or insufficient maintenance. or improper operation by the Owner or any tenant. If required by the Owner, the Contractor shall furnish satisfactory evidence us to the kind and quality of materials and equipment to be employed in the performance of the work. All manufactured articles, materials, and equipment shall be stored, applied, installed, tested, connected, erected, used, cleaned and conditioned by the Contractor as directed by the manufacturer unless otherwise specified. All warranties provided in this Paragraph shall survive any termination of this Control by the Owner due to the breach of the Contract of the Contractor. The foregoing watranties shall survive any termination of this Contract.

- 2. <u>Correction of Work.</u> During the course of the construction work on the Project, Contractor shall promptly cause to be corrected all work which is defective, fails to conform to the Contract Documents or any applicable Requirements, or otherwise is not in accordance with the requirements of this Contract. If Contractor fails to commence and diligently pursue the making of the repairs and replacements within ten (10) days following written notice from Owner, Owner may do so, and Contractor shall be liable for the costs thereof, or alternatively, if Owner prefers, it may accept the construction work which is not in accordance with the requirements of this Contract, in which case the amounts due to Contractor pursuant to this Contract will be reduced by the amounts that would have been actually mentred by Contractor to accomplish such removal and correction, except where, in the Owner's reasonable opinion, the non-compliant work is deemed suitable for the originally intended purpose, in which case there shall be no such reduction in the Contract Sum.
- 3. Equipment and Material Warranties. Any guarantees or warranties of equipment or materials firmished to Contractor by any manufacturer or supplier shall be deemed to run to the benefit of and shall be assigned to Owner as of Substantial Completion. As a condition to final payment, the Contractor shall deliver to the Owner two (2) clean, complete and readable copies of all guarantees and warranties on equipment and materials furnished by sill manufacturers and suppliers to the Contractor and all Subcontractors, together with duly executed instruments properly assigning the guarantees and warranties to the Owner, and shall also deliver to the Owner two (2) clean, complete and readable copies of all related manufacturer's instructions, related maintenance manuals, replacement lists, cetailed drawings and any technical requirements necessary to operate and maintain such equipment and materials of needed to maintain the effectiveness of any such warranties. All such warranties shall be freely assignable by Owner to any successor owners of the Project.
- 4. <u>Contractor's Insurance.</u> Contractor shall comply with the remainements set forth on Exhibit 3.
- 5. <u>Early Occupancy</u>. If Owner finds it necessary to occupy or use all or any portion of the Project before Substantial Completion, such occupancy or use shall not commonce prior to such time and upon such terms (including but not limited to terms relating to the commoncement of applicable warranties, damage to the work and responsibility for maintenance and security) as are agreed to by Owner, Contractor and any insurance company or companies providing property insurance, by endorsement to the policy or policies. Consent of Contractor to such accupancy or use shall not be unreasonably withheld.

SECTION X

Ownership of Decuments; Proprietary Information

Ownership. All Drawings, Specifications and other documents prepared by the Owner, Architect, or by any of the Owner's Consultants, or through which the Work to be executed by the Contractor is described, are the property of the Owner, and shall not be used by any person other than the Owner on projects other than the Project unless expressly authorized in writing by the Owner. The Contractor may retain one record set of the Contract Documents. All copies of such Drawings, Specifications and other documents, except the Contractor's record set, shall be returned or strilably accounted for to the Owner on request, or upon completion of the

Work. The Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents propored for the Project but only to the extent appropriate to and necessary for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project shall not be construed to be a publication or derogation of the Owner's rights with respect to such Drawings, Specifications and other documents.

The Owner shall also own and have the right to use all drawings, designs, specifications, notes and other design works developed directly by the Contractor or any Subcontractors in the performance of this Agreement and the ideas and designs contained therein (including shop) drawings, wiring diagrams, process control and instrumentation drawings and equipment drawings) in connection with the Owner's occupancy, use, maintenance and repair of the Project and for additions, alterations or future construction to the Project. Notwithstanding the foregoing, however, the Owner agrees that the Contractor and any Subcontractors or suppliers, as applicable, shall continue to own the underlying technical design concepts set forth in such drawings, designs, specifications, notes and other documents, and shall have the right to use such concepts in connection with the design and construction of other projects without the Owner's consent. The Contractor agrees to firmish the original pricopies of all such documents at Owner's request and without additional compensation. Owner agrees that the Contractor shall have no responsibility for any claims, losses or damages arising out of the Owner's use of such drawings, designs, specifications, notes and other design documents developed directly by the Contractor or any Subcontractors pursuant to this Agreement in connection with other projects or future alterations or additions to the construction of this Project, unless the Contractor or applicable Subcontractor is retained to perform the necessary work (including design work) relating to such use.

Proprietary Information. As used in this Contract, "Proprietary Information" shall mean all information relating to Owner or its business and activities, except information that is within the public domain when it is disclosed to Contractor. Contractor represents that if has and will employ policies and procedures, including but not limited to notices to its employees and subcontractors, designed to protect Proprietory Information and to prevent its unauthorized publication and disclosure. Contractor agrees that (except as may be required by applicable law or pursuant to subpocus or other legal process) it will not disclose any of Owner's Progrietary Information to any third person and that it will not use any Proprietary Information 6ther than 6th Owner's behalf as necessary to accomplish the services required by this Contract, except as Owner may otherwise authorize in writing. Contractor agrees that in the event any Proprietory Information is sought from Contractor pursuant to a subpoena or other legal process, it will promptly notify Owner (in all events prior to Contractor disclosing the Proprietary Information) and shall give Owner the opportunity to contest such subpoena or other legal process in order to provent the disclosure of the Proprietary Information. In addition, if requested by Owner, Contractor shall require its employees and Subcontractors to sign specific confidentiality agreements running to the benefit of Owner and governing the use and disclosure of Proprietary Information.

SECTION XI

Protection of Persons and Property

- 1. <u>Safety.</u> Contractor shall be responsible for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees and workers on the Project and other persons who may be affected thereby: (2) materials and equipment to be incorporated in the work under the care, custody or control of Contractor or any Subcontractor employed or retained to perform work on the Project; and (3) other property of the Project site or adjacent thereto, such as Owner's furnishings, equipment and other personal property. In this regard, Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss. Contractor shall be liable for all damages or loss to persons or property at the Project site to the extent caused by the negligence of Contractor or any Subcontractor retained to perform work in connection with the Project and will indomnify and hold Owner harmless from all damages, including reasonable attorney's fees incurred, as a result of any such damage or loss. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work which, at a minimum, comply with all local, state, and federal regulations.
- 2. <u>Emergencies</u>. In an unforesceable emergency affecting safety of persons or property. Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss, provided that Owner shall be given prompt notice of any such action. Additional compensation or extension of time (to the extent such emergency is an Excused Delsy) claimed by the Contractor on account of an unforesesable emergency shall be determined as provided in pursuant to Section XIII, Paragraph 4 to the extent that the emergency is not the result of any fault or negligence attributable in Contractor or any Subcontractor retained to perform work in connection with the Project, COVID-19 shall not be an emergency under this paragraph.
- Hazardous Materials. In the event the Contractor encounters any materials at the Project site which the Contractor believes to be hazardous or other materials or substances which the Contractor knows will require special handling, disposal or treatment, the Contractor shall immediately stop Work in the affected area and shall immediately report the condition to Owner. All Work involving or affected by the condition shall not thereafter be resumed until such time as the material has been disposed of, abated or otherwise removed as directed by Owner. The Contractor shall be under no obligation to perform the disposed, abatement or removal of hazardous materials present at the Site, except as expressly provided in the Contract Documents or as hereafter so agreed in writing with Owner unless the Contractor is responsible for the presence on the Project of such hazardous material.

SECTION XII

Changes in the Work

1. <u>Changes.</u> Subsequent to the Owner's approval of the Contract Documents, Owner may, without invalidating this Contract, order changes in the Work, consisting of additions, deletions or other revisions, by providing Contractor with written notice of such changes as provided herein. The Contractor shall immediately perform the work that is the

subject of any Change Order or CCD diligently and without delay, subject to the terms and conditions betein. The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Completion Dates and not inconsistent with the intent of the Contract Documents, subject to Owner's approval.

- Owner, issued after Owner's approval of the Contract Documents, authorizing a change in the Work, and setting forth the adjustment in Contractor's componention and/or the date for Substantial Completion of the Project, if any. The cost of changed Work shall be determined in one or more of the following ways: (1) by mutual acceptance of a tump sum properly itemized and supported by sufficient substantiating data to permit evaluations; (2) by unit prices agreed upon by the Owner and Contractor; or (3) pursuant to the provisions of Section XIII, Paragraph 4. A Change Order signed by Contractor indicates its agreement therewith, including any adjustments in compensation or the date for Substantial Completion of the Project as a result of the issuance of the Change Order and shall constitute a final settlement of all matters than known to Contractor relating to the work required by the Change Order, including all delays, compression, impact or other costs or expensed associated therewith.
- 3. <u>CCDs.</u> A construction oligage directive ("CCD") may be issued unilaterally by Owner (without agreement of the Contractor) and will set forth a directed change in the Work and Owner's determination of what, if any, adjustment in the Contract Sum and/or extension of the Completion Dates is required thereby. A CCD may be accepted and signed by the Contractor, or the Contractor may disagree with the CCD, in which event the Contractor shall proceed promptly and diligently with the Work required by the CCD subject to the provisions of Section XIII below.
- 4. <u>CORs.</u> Contractor admowledges and agrees that the more submission of a request for a Change Order ("COR") by Contractor does not entitle Contractor to any increase in the Contract Sum or to any extension of the Completion Dates, and does not entitle Contractor to stop or slow down any portion of the Work based upon such submission, and that Owner fully reserves all of Owner's rights and positions with respect to any COR submitted by Contractor.

SECTION XIII

Claims

- I. Claim. As used in this contract, a "claim" by Contractor or Owner against the other means any demand or assertion that seeks an interpretation of the Contract, an adjustment in compensation, an extension of the completion dates for the Project or any other relief or damages with respect to any event, occurrence, condition, dispute or disagreement relating to or arising out of the Contract, the performance, termination or broach thereof, or the performance of any work on the Project.
- Dispute Resolution. All claims or disputes between the parties to this contract, which are not resolved by negotiation, shall be decided by resort to litigation in any court of competent jurisdiction in the State where the Project is located.

- 3. <u>Time for Assertion of Claims.</u> Contractor agrees that it shall not be entitled to make claim for or to receive any increase in compensation, any adjustment in the completion dates for the Project, or any other relief with respect to any matter or occurrence occurring in connection with the Project, unless Contractor has given Owner written notice of such claim no later than forty-five (45) days after the first occurrence of the event giving rise to such claim or within forty-five (45) days after Contractor first is able to recognize the condition giving rise to such claim, whichever is later. No construction work involving or affected by the occurrence or event giving rise to the claim shall be commenced without such notification to Owner and Owner's subsequent approval. The failure of Contractor to provide Owner with such written notice within the applicable time frame or the commencement of the affected work without the provision of such notice shall, to the extent Owner is prejudiced thereby, mean that Contractor has waived any such claim and shall perform all work required by or in connection with any such occurrence or condition without any increase in compensation, any adjustment in the completion dates for the Project or any other damages or relief of any kind or nature.
- Recovery for Claims. The Contractor agrees that its sole and complete remedy with respect to any successful claim (including but not limited to claims based on changes to the Work, changed conditions or delay, impact or acceleration) shall be the actual increased costs of labor and materials, if any, incurred by the Contractor as a result of the occurrence or condition. giving rise to the claim, plus a Contractor's fee of ten percent (10%) of such increased costs of labor and materials, and an extension of the Completion Date, for Excused Delays. Actual costs of labor and material shall be limited to the following: (a) labor at prevailing rates, including normal tringe benefits for Contractor's forces, and for field organization and shop fabrication organization, if any, but excluding premium for overtime pay unless approved in advance by Owner; (b) actual billed cost to Contractor of purchased materials, services, utilities, subcontracts (if approved by Owner), telephone, telegraph and postage and drawings (all cash discounts shall revert to the benefit of Owner); and (c) rental of machinery at rates not to exceed local proviiling rates and in no event to exceed 75% of rates specified in the current Rental Rate Blue Book published by the Equipment Guide Book Company. This amount shall be considered inclusive of all delay, acceleration, impact or other costs allegedly mourred as a result of such occurrence or condition and no additional damages or costs shall be recovered by the Contractor.
- 5. Records. The Contractor shall keep, and shall require all Subcontractors to keep, such full and detailed accounts as may be necessary to reflect their respective operations with respect to all costs, and Owner shall be afforded access at all reasonable times to the books, correspondence, instructions, receipts, vouchers, memoranda, subcontracts, purchase orders and records of Contractor (and its Subcontractors, to the extent relevant to Work billed on a cost reimbursable or time and material basis). In regard to the foregoing and generally, the Contractor hereby authorizes Owner, and shall require all Subcontractors to authorize Owner, to check directly with all Subcontractors, as to the charges for any such labor, material and other items and the balances due on such charges and to obtain sworn statements and waivers of lien from any such suppliers. Owner shall have the right to audit the books and records of the Contractor (and its Subcontractors in order to verify the such costs to the extent relevant to Work billed on a cost reimbursable or time and material basis). All records required by this subparagraph, shall be preserved for a period of six (6) years after Final Payment for the Project, or for such longer period as may be required by law.

SECTION XIV

Termination

- Fermination by Owner. Owner may terminate this Contract, upon five (5) days' written notice to Contractor, under any of the following ejectrostances: (a) Contractor fails or neglects to perform its work or services in accordance with the terms of this Contract and fails to commone the cure of such nonperformance or breach within ten (10) days after receipt of Owner's notice of intent to forminate and thereafter diligently prosecute such cure to completion, (b) Contractor files or consents to the filing of a petition or complaint commoneing a bankruptcy or other insolvency proceeding filed against it, or fails to have a potition or complaint in bankruptcy or other insolvency proceeding filed against it by a third-party dismissed within forty-five (45) days after it is filed, or makes a general assignment for the benefit of its creditors, or (c) Owner elects to terminate without cause. Unless Contractor cures any of the foregoing within the time required, the termination shall take effect without further notice to Contractor. Any termination by Owner under clause (a) of this paragraph that is later determined to be unjustified shall be treated as a termination without cause pursuant to clause (c) of this paragraph.
- 2. <u>Tempination</u> by <u>Contractor</u>. This Contract may be terminated by Contractor if Owner fails to make payment to Contractor within thirty (30) days after such payment is due, for work properly performed by Contractor pursuant to this Contract, at Owner otherwise breaches its obligations becomed and fails to commence the cure of such breach within ten (10) days of written notice from Contractor and thereafter diligently prosecute such cure to completion. In such event, Contractor may, upon live days' written notice to Owner, terminate this Contract. Unless such payment is thereafter received by Contractor within five days, or such other breach is cured by Owner within the time required, the termination shall take effect without further notice to Owner.
- 3. Contractor Remedies Upon Termination. Upon termination of this Contract pursuant to Paragraph 1, subsection (c) above or Paragraph 2 above. Contractor shall be compensated for all work or services performed by Contractor up to and including the date of termination, which compensation shall be measured by the percentage of completion achieved by Contractor in connection with each applicable work category for which compensation is dire. Further, in the event of such termination. Contractor shall be paid for services, materials and supplies ordered prior to the date of termination, for use in connection with the Project and necessary for the reasonable discharge of Contractor's responsibilities under this Contract or if applicable cancellation charges for such services, materials and supplies, to the extent such services, materials and supplies cannot be discontinued by Contractor without cost or penalty. upon notice of termination, and reasonable demobilization costs incurred by reason of such termination. Owner will not be responsible, however, to reimburse the Contractor for any continuing contractual commitments to Subcontractors or materialmen or penalties or damages. for canceling such contractual commitments, and no commensation shall be allowed to Contractor or any Subcontractors for anticipated profit, unperformed services or intangibles. Contractor shall be entitled to no other costs, damages or expenses in connection with the termination of this Contract.

- 4. Owner's Remedies Upon Termination. In the event of termination of this Contract pursuant to Paragraph?, subsections (a) or (b) above, Contractor shall be entitled to no further payments from Owner and shall be responsible to Owner for all costs, expenses and damages incurred by Owner as a result of Contractor's failure to perform this Contract as required by the provisions herem. After all such costs, damages and expenses have been paid to Owner, Contractor shall be entitled only to such amounts as may then still be owing to Contractor pursuant to this Contract (after deduction of such costs, damages and expenses) for work actually and properly performed by Contractor as of the date of termination. Contractor's liability to the Owner for damages in the event of any failure by the Contractor, any Subcontractor and their respective employees or agents, to complete the Project for the Contract Sum shall include, without limitation, the actual out of pocket expense of finishing the Work (including all labor, services, materials, equipment, and other items required therefor and compensation for additional managerial and administrative services) to the extent said expense exceeds the unpaid balance of the Contract Sum that otherwise would be payable to Contractor.
- 5. Suspension. Owner may order Contractor to suspend, delay or interrupt the work, in whole or in part, for any reason and for such period of time as Owner may determine. Any suspension ordered by Owner in excess of 10 business days shall be elemed an Excused Delay, and in such event, the Contractor shall be entitled to an increase in the Contract Sum equal only to the actual direct costs incurred and demonstrated to be as a result of suspension and an extension of the Completion Dates pursuant to the applicable provisions of this Contract, to the extent caused by Owner's suspension of the work. However, no such increase or extension shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Contract.
- 6. <u>Certain Remedies of Owner</u>. If Contractor fails to perform any of its obligations under this Contract, including, without limitation, the discharge of liens within the time period provided in this Contract, or any other agreement with the Owner relating to the work required under this Contract, including any obligation it assumes to perform work with its own forces, the Owner may, without prejudice to any other remedy available to the Owner and after seven (7) days' notice to the Contractor (except in the case of an emergency), make good such deficiencies, the cost of which shall be borne solely by Contractor. The Contract Sum shall be reduced by the cost to the Owner of making good such deficiencies.
- 7. <u>Sole Remedy.</u> Contractor's sole and exclosive rights in the event of termination or suspension shall be those set forth in this Section, and Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature arising out of or order this Contract by virtue of such termination or suspension.
- 8. No Waiver of Remedies. Payment by Owner to Contractor of any monies pursuant to this Paragraph shall not constitute a waiver of any remedies which Owner may otherwise have against Contractor for any failure of Contractor to perform in accordance with this Contract.

SECTION XV.

Miscellaneous Provisions

- 1. <u>Entire Agreement</u>. This Contract represents the entire and integrated agreement between the parties bereto and supersedes all prior negotiations, representations or agreements either written or oral. This Contract may be amended or modified only by a written instrument executed by Owner and Contractor. This Contract shall be governed by the law of the State in which the Project is located.
- 2. <u>Successors and Assigns.</u> This Contract is binding upon and incres to the benefit of the parties, and their successors and assigns. Neither party to this Contract shall assign the Contract, in whole or in part, without the written consent of the other party, except that Owner may conditionally assign the Contract to any lender to the Project and may assign the Contract to any parent, subsidiary or officiate of Owner, or to a transferce of Owner's interest in the Project, without consent of Contractor.
- 3. <u>Titles and Captions</u>. The paragraph titles, headings and captions contained in this Contract are used for convenience and reference only and are not incended and shall not in any way enlarge, define, limit or extend the rights or obligations of the parties or affect the meaning or construction of this Contract or any provision of this Contract.
- Invalidity. In case any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.
- Indemnity. To the fullest extent permitted by law. Contractor shall fully and without offset or mitigation defend, indemnify and hold harmless Owner, Project Manager, Owner's Consultants, Lender, and their respective subsidiaries, affiliates, members, officers. directors, shareholders, partners, employees or agents (collectively, the "Indemnitees") from and against all liabilities, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from or in any manner related to or connected with (directly or indirectly) performance of the Work, or Contractor's failure to comply with the terms or provisions of this Contract, except to the extent arising out of death or budily injury to persons or damage to property caused by the negligence of an Indomnitee (cách, an "Indemnified Claim"). For the sole purpose of effecting the incomnification obligations under this paragraph and not for the benefit of the Contractor's employees or any third parties unrelated to the Indomnitoes, Contractor specifically and expressly waives any immunity that may be granted it under any applicable Workers' Compensation Act, disability benefit acts of other employee benefit acts. The obligations under this paragraph shall not be limited in any way by any waiver or limitation on the amount or type of damages, compensation or benefits payable to or for any other party under any applicable Worker Compensation Acts, Disability Benefit Auts or other employee benefit acts, or by any available proceeds of insurance coverages. Contractor agrees to defend each Indomnitee against any Indetrinified Claim for which Contractor is required to indemnify the Indemnitees including, without limitation, all costs and expenses related to such defense, and such dury to defend exists and includes any other claims or demands alleged by the party asserting the Indemnified Claim, including any allegations that one or more Indomnitees or any other party other than Contractor was negligent or otherwise

responsible for the claim or demand. The duty to defend arises immediately upon written notice from Owner requesting such defense and regardless of whether Contractor is a pany to the Claim. This paragraph shall survive the expiration or earlier termination of this Contract and the completion of all Work.

- 6. Partial Occupancy. Owner shall have the right to occupy or use ahead of schedule all or any substantially or partially complete portion of the work on the Project when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the work. Owner shall be responsible for utilities, security and safety for those areas portially occupied upon the commencement of such occupancy.
- Rights and Duties: Survival; Status. The duties and obligations imposed by this Contract, and the rights and remedies available hereunder, shall be in addition to sad not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. All representations made by Contractor herein, together with any and all causes of action and other rights and remedies which Owner may have as a result of breach of any term, coverant, condition hereof, together with all obligations of Contractor hereunder, shall survive any expiration or termination of Contractor's rights under this Contract. All rights and remedies of Owner hereunder are cannulative and the exercise by Owner of one or more of such rights and remedies shall not preclude the exercise by Owner of any other rights or remedies whether concurrently or sequentially. Contractor acknowledges and agrees that it is acting under this Contract solely as an independent contractor, and not as a partner, joint venturer or employee of Owner and shall have no authority to act for or bind or obligate Owner in any manner whatsoever, except and only to the extent specifically authorized in writing by Owner.
- 8. Notices. All notices required to be given under this Contract must be in writing. All notices shall be deemed to have been sent when deposited in the United States mail, postage prepaid, certified or registered, and/or deposited with a nationally recognized courier for next day or immediate delivery and/or delivered by hand by an employee of one of the parties hereto addressed to the addresses set forth herein. Notices may be sent by email, to the following email addresses and deemed given upon actual receipt, provided a copy of any such notice is also sent on the same day by one of the other methods permitted by this paragraph:

If to Contractor:

Doege Development J.L.C. 11217 N. 23rd Ave. Pheonix, AZ 85029 Attn: Dave A. Doege

Email: DavidD@doegedevelopment.com

If to Owner:

e/o Castle Peak Holdings 420 West 14[#] Street, Suite 68B New York, New York 10014

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Attn: Alan Kusov

Email: alan@castlepeakholdings.com

With a copy to:
RED Hospitality Consulting
2(5 F. 68th Street, Suite 28D)
New York, NY 10065
Attention: Jill Lekstutis

Email: jlekstetis@redhospitality.com

From time to time any party may designate another address or addressee for itself for all purposes under this Contract by giving to the other party not less than fifteen (15) days advance written notice of such change of address or addresses in accordance with the provisions hereof.

- 9. <u>Liability of Owner.</u> Notwithstanding any other provision of this Contract to the contrary, the liability of Owner under this Contract (whether in contract or in tort) is limited solely to the interest of Owner in the Project. No partner, shareholder, member or any other person with an ownership interest in the entity identified as Owner herein, nor any such person's separate property or assets, shall be personally liable or subject to execution for any claim arising out of, or attributable to, or related to, this Contract.
- of or relating to the Project, this Contract or the breach thereof, reasonable attorneys' fees shall be awarded to the prevailing party, measured by the extent to which such party in fact prevails in the action as determined by the extent such party in fact succeeds in each claim or defense asserted by the party. This Contract may be executed and delivered in any number of counterparts, and electronically, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement.
- Owner's Lender. Contractor shall comply, and cause the Subcontractors to examply, with all requirements of any landers of Owner for action, performance or issuance of documents ("Lender") by consultants or contractors providing services or performing Work for the Project, Contractor shall execute, and, if applicable, shall cause any Subcontractors to execute, any documents or agreements required by Lender (including, but not limited to, certificates or estopped certificates) to be addressed and delivered to Owner and/or Lender confirming: (1) the compliance of the Work with this Contract and the Contract Documents; (2) the states of completion of the Work; (3) the status of payments by Owner to Contractor or by Contractor to any Subcontractors; (4) the then-current construction schedule and Contractor's obligation to comply with same in accordance with the terms and conditions of this Contract, (5) Contractor's acknowledgement of and consent to any collateral assignment of Owner's rights and interest under this Contractor, and an agreement by Contractor to notify Lender in the event that Owner defaults bereunder (and in such event Lender may require the Contractor to complete performance of its abligations under this Contract provided that Lender makes payments required under the terms of this Contract); (6) such other matters as J ender may, in the exercise of its sole but commercially reasonable judgment, consider pertinent. To the extent permitted by law all construction payments, whether periodic, final or otherwise, are subject to the approval of

Lender. Should Lender fail or refuse to approve any payment request, in whole or in part, the billione or delay to pay shall not constitute a default or breach of this Contract by Owner.

- available information and governmental directives relating to the COVID 19 virus that may affect the Work, acknowledges that potential disruption due to COVID 19 is foresecuble and not the basis for an Excused Delay and may be anticipated and represents that the Work can be completed within the Completion Dates set forth in this Agreement taking into account all of the foregoing. Contractor's safety precautions and programs as required by this Contract are the sole responsibility of the Contractor and shall include, without limitation, relevant virus protocols, including plans and procedures to minimize health and safety risks posed by the COVID 19 virus, and other preventive and site specific measures to reduce the spread of the COVID 19 virus and potential exposures at the Project, as determined by Contractor. Contractor shall provide Owner with immediate notification if anyone on the job site becomes ill, contracts the disease, or is subject to quarantine or other restrictions.
- 13. <u>State Requirements</u>. Some states have specific laws pertaining to construction. If this Project is one of them, then the requirements for such state will be set forth in Exhibit 5 which is incorporated into the Contract Documents and shall govern and control to the extent that the Exhibit differs from any provision in any other Contract Documents regardless of any language in the Contract Documents to the contrary.

[signatures immediately following]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand.

CPH 642 RT 66 LLC

Doego Development LLC

David Better	Dranna Garnea
(Name)	(Name)
Sr. Managing Director	Project Manager / Estimator
(Title) David Rettor	(Title) Deanna James - Project Manager/Estimator
(Printed Name & Title) 3/27/24	(Printed Name & Title) 03/27/2024
(Date)	(Date)

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EXHIBIT I COMPLETION DATES AND SCHEDULE

Substantial Completion Public Area: September 4, 2024

Substantial Completion Guestrooms: September 6, 2024.

Final Completion: September 9, 2024.

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24 g	Demo for Wall Backing/Install Backing	2 days	Thu 5/9/24	Fri 5/10/24	80	- ? .	
18°	Shower Wall Framing Repair	2 days	Mon 5/13/24	Tue 5/14/24	0%	> :	
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9°	Install Backer Board and Waterproofing Showers	skep a	Wed 5/22/24	Frl 3/24/24	%0	>	
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et.	MEP Trim		2 days	Mon 6/10/24	Tue 6/11/2/	89	2 ,	
186 U.S.	Install flooring		3 days	Thu 6/1,3/24	Mon 5/17/24	82	- }	
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	k Name	Paint Bathroom	Prep Prime and Paint	Install 3athroom Tile	MEP Trim	install Millwork	Install flooding	Install Restroor	Final inspections	Accept and Ins	Punchils:	Owner Acceptance	Room Remodel Rooms 60-63	Install Protection	Demo Furnituio	Electrical Make sofe	Plumbing Demo	Electrical Demo	Demo Flooring	Demo Shower Area	Demo for Wall	Shower Wall Framing Repair	Plumbing Rough-In								! !
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45	Instal: Baseboards	2 dey	Wed 7/10/24	Wed 7/10/24	· (2)	<u></u>	
535	Paint Bathroom	2 days	Fri 7/12/24	Mon 7/15/24	- 	<u>>:-</u>	
530	Prop Prime and Paint	3 days	Frl7/12/24	Tue 7/16/24	0%	31-	
作 /E5	Install Bathroom Tile	4 days	Tue 7/16/24	Fri 7/15/24	%0	·>- <u>-</u> -	
83 BE	MEP Trim	2 days	Thu 7/18/24	Fri 7/15/24	%	· · ·	
538	Install Millwork	3 days	Fri //19/24	Tue 7/23/24	0%	 * <u>\$</u>	••••
370	Install flooring	4 days	Wed 7/24/24	Mon 7/23/24	260	 ≱=	
541 EE	Install Restroom Plumbing Trim & Accessories	2 days	Tue 7/30/27	Wed //31/24	360	 	
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EXHIBIT 2 DRAWINGS AND SPECIFICATIONS

2023-07-20 Project Manual Issued for Permit

2023-09-21 Trailborn Hotel Williams_Product Specification

2023-09-22 Guestroom - Rollout Bid Set

2023-09-22 Guestroom - Bid Addendum #1.

2023-10-02 Public Area - Permit Set Shoots with Addendum Glouds PDF

2023-10-31 Electrical Set_23192 (NFC Prelim set)

2023-10-02 Public Area - Bid Addendum #2

2023-11-01 Civil CHECK SET 95%

254-006-RC-Trailoom Williams Report_10192023

Williams AZ - Exploratory_12152023

Demo Scope - Ascent Notes

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EXHIBIT 3

CONTRACTOR'S INSURANCE REQUIREMENTS

- I. INSURANCE REQUIREMENTS, The Contractor shall produce and cause subcontractors of all tiers to purchase and maintain, and maintain the following types of coverage and limits until Owner's acceptance of the Project of the issuance of final Certificate(s) of Occupancy for the entire Project or for such greater period as specified below, per the following standards:
 - A COMMERCIAL GENERAL LIABILITY INSURANCE: Insurance shall include Premises & Ongoing Operations, Independent Contractors, Blanket Contractual Liability, Personal Injury, and Products/Completed Operations on an "occurrence form". Such policy shall not include XCU exclusions.
 - Commercial General Liability (CCL) Insurance shall include fire legal liability.
 hostile lire, products and completed operations liability. There shall be coverage for domestic certified sets of terroriem.
 - All neverage required shall be provided on an occurrence form with the following minimum limits:

\$2,000,000 Products / Completed Operations Aggregate

\$2,000,000 Per Project Aggregate

\$1,000,000 Any One Occurrence

\$1,000,000 Any One Person or Organization (Personal Injury)

The deductible for property damage and bodily injury shall be no greater than \$10,000 per claim, staless Contractor has received prior approved from the Owner.

- Subcontractors may carry lesser limits with the prior written consent of Owner (and/or its member(s), investor(s) or Lender(s)).
- Completed Operations coverage must be maintained for the curation of the applicable statute of repose in the state of jurisdiction for the Project.
- The General Aggregate limit shall apply to each project individually.
- B. AUTOMOBILE LIABILITY (BODILY INJURY AND PROPERTY DAMAGE LIABILITY).

Including coverage for all owned, hired and non-owned automobiles. The combined single limit shall be \$1,000,000 per occurrence.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY: Coverage A. Statutory.
 Workers Compensation Insurance for the state in which the Work is to be performed.

Coverage B: Employers Liebility Insurance with minimum limits of liability by follows:

\$500,000. Facil, Accident

5500,000. Bach Entployee for Injury by Disease.

\$500,000. Aggregate for Injury by Disease

- D. EXCESS/UVBRFILIA COVFRAGE: Coverage must be following form of the Contractor's Commercial General Liability, Automobile Liability, and Employer's Liability finits of liability, and at least as proad as the primary policies' coverage. The limits must be at least \$5,000,000 per occurrence and \$5,000,000 aggregate limit. This coverage must be maintained for the shorter of, five (5) years following completion of the Work or the duration of the applicable statute of repose in the state of jurisdiction for the Project.
- 5. CONTRACTOR'S EQUIPMENT COVERAGE: On an "All Risk Basis", covering physical damage to all tools and equipment, including automotive equipment used by the contractor with limits at loast high enough to provide for replacement of items necessary to complete the Work.
- F. POLLUTION HARILITY: Coverage shall be required in an amount not less than \$1,000,000 per claim and in the aggregate. If the coverage is written on a claims-made basis, the policy shall provide for ofther Full Prior Acts or have a Retroactive Date that is previous to the date that the Contractor began performing work under this contract.

In the event any Aggregate limit of liability available to pay claims emanating from this project has been cruded below \$750,000, the Contractor is obligated to advise Owner of such reduction of limits and will, at the request of Owner, seek additional aggregate limits of liability ander the same policy or through the purchase of a new policy. This additional caverage will be at the cost of the Contractor.

G. Evidence of coverage must be provided to Owner for review prior to commencement of any construction at the Project. H. In field of Additional Insured status for the Owner on Contractor's CGL policy, the Contractor may, if approved by Owner, provide an Owner's Protective Liability policy with comparable limits.

II. REQUIREMENTS OF INSURANCE POLICIES.

- A. All insurance policies shall be issued by an insurer or insurers with an A.M. Destirating of A X or better or a Standard and Poer's rating of "AA", or equivalent rating from another agency acceptable to the Owner and be authorized in the state where the project is located. All insurance acquired pursuant to this Agreement shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in Owner's sole discretion.
- The Commercial General Liability, Urabralla Liability, Auto I lability, Poliution Liability and R. Employer's Liability shall name Owner, the Additional Insureds (defined below), and their members, managers, directors, officers, employees, agents, affiliates, successors, assigns, any lender and any other parties as stipulated by Owner as additional insureds as respects any liability arising out of the Contractor's or Subcontractor's operations in the performance of the Work. Such additional insured status may be written on a "blanket" basis, but coverage must be at least as broad as that afforded by ISO form CG 2010 and CG 20 37. (07-2004 editions) or their equivalent. Regardless of the form(s) used, the coverage as additional insured shall include the Products / Completed Operations hazards, The additional insured coverage afforded the Additional Insureds must be stated to be primary. and non-contributory, and any doverage carried by the Additional thacteds shall be secondary with respect to any claim arising out of the Contractor's poerations in the performs uce of the Work. The Owner's parent companies may also need to be fisted as auditional insured when requested. The Contractor and Subcontractors are obligated to obtain and provide to Owner the actual insurance carrier endorsements and not just evidence the required coverage in the body of the certificate of insurance. ...

"Additional Insureds" means:

CPU 642 RT 66 LLC, Castle Peak Find LLC, Castle Peak Asserividuagement LLC, Castle Peak Foldings LLC, Trailborn Hotel Management LLC, Trailborn Hotel Management Hotelings LLC, Trailborn Hospitality LLC, its successors and/or assigns, and each of their principals and co-principals, disclosed or undisclosed nominees, individuals, firms, fiduciaries, estates or trusts, beneficiaries or trusts, or any affiliate or subsidiary company, including any partnerships, corporations or joint ventures controlled or managed by or owning an interest in of the property of one or more of the additional insureds.

- C. All insurance policios are to include and specifically list that certified and non-contified acts of terrorism are covered for the full limits of the policy provided.
- D. The amount of any deductible or self-insured retention under any insurance policy must be reasonably acceptable to the Owner.

- E. Contractor may provide required insurance under blanket posities. Contractor shall not maintain any insurance on the Project that does not name Owner as Loss Payee and Additional Insurac.
- Contractor shall pay the premiums for the insurance policies as the same occurre due and payable. Contractor shall deliver to the Owner, within ten (10) days of the Owner's request, a certificate of the Contractor or the Contractor's Insurance agent setting forth the particulars as to ad such insurance policies, that all premiums due thereon have been paid currently and that the same are in hall firms and effect. Contractor shall also deliver to the Owner cartified copies of the insurance policies required to be maintained pursuant to the section within ten (10) days after the issuance of the policies by the Insuran. Notwithstanding the foregoing, Owner shall not be deemed by reason of the custody of such insurance policies to have knowledge of the contents thereof. Not later than fifteen (15) days prior to the expiration date of each of the insurance policies ine Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein. Not later than sixty (80) days after the renewal of each of the insurance policies, Contractor shall deliver to Owner an original or certified copy (as required pursuant to this Section) of a renewal policy or policies.
- G. Each insurance policy shall contain a provision whereby the insurer agrees that so long as the Project is outstanding, such policy shall not be canceled or fall to be renewed, tapsed or materially changed without in each case, at legat thirty (30) days prior written notice to the Owner.
- H. The Owner has the right at any time during the Project and for 3 years after Project completion to request any and all information related to the insurance coverage in place. This information will include and not be limited to the applications used for the placement 6-year current hard copy loss information and any additional reasonable requests. This information will be used for the purpose of tracking policy limits, deductibles, policy aggregates and continued adequacy of insurance deverages in place.
- I. Any insurar de carried by Owner shall be for its sole benefit and shall not intre to the benefit of the Contractor and Insurence required from Contractor shall be primary to any available. Insurance, if any, to Owner.
- J. All required policies, other than professional liability, shall provide that insurers have waived nights of subregation against Owner. The required insurance shall be primary without right of contribution from any Insurance, which may be carried by Owner.
- K. The required limits are minimum limits established by Owner and nothing contained herein shall be construed to mean the required limits are adequate or appropriate to protect the Contractor from greater loss.

SUBCONTRACTOR (NSURANCE REQUIREMENTS. The Contractor shall ensure that each of its Subcontractors and on-site suppriers of every tier carries and maintains the same insurance policies under the same requirements (including without limitation minimum policy limits, coverages, endorsements, additional insured status and coverage tems) set torin herein, except as may otherwise be approved in advance in writing by the Owner.

EXHIBIT 4 BIDS AND ALLOWANCES



<u>Javatti Aleese a</u> arge pa telestas (t. Carl, esta esta esta e

Proposal - Trailbo	rn Williams Civil & Landscoping R9	EXHIBIT 'A'	Date: 3/25/2024
Project Type:	Conduit Imprayante (t		
Project	Trailion (Williams - Civil & Lynus, acting res	Contractor:	Street Development (17
	643 Historic Route 60		11217 N. 25/d Ave.

-mut: Alau@castioseaknnidings.com

Stone of Work;

Contact

Propert:

This project is a count improvement of an existing on a second or index and expenditure, the project is igned at an 8 week schedule and will not concernedly with the Public Space Renovation and the Room Raillout.

Division .	Cast Breakdown:	1	
11_05_00 5rpardsian		l	
Superson.	Project Management and Supervision	S 31	LUĐU
U_31_50 Screen Countitions	1	l	
innerel Conditions:	Districtions, general bases, site enforce suppliers, bit expension, frequencing for filling of a	s ==	.750
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	Using and remove execting explicit and or I material per plan	• •	.827
	Removal - contra- missing explicit powers of constitution (date.)	In Above	
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	Demonstra remove origing constrate statewalk at street eq. plant.	In Above	
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	Demo tino resintraz (1) edizing satuh basin yang am.	In Above	
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Tonic inter	Surgeritation of Charlet 1.4 invalides to good per plan.	¶\$ Loe	ودورا
	Constructions of contrake header carrylar.	In Above	
	Car structurem of condition to the decidence given.	In Ahova	
	Construct new released construction (Constructed Triber) new front of building	In Abres	
	Carst tutt [1656] Concrete flotings for publicate purplies.	In Above	
	Construct 191151 (UCC PM commette Idollars) of fessel cell along posts to produper landscope dynamics	In Above	
	Foregrowthew conviewed looking for CMU walks actuallous focations.	in Absta	
	Cure-ruck track 61 type A sent call cure and getter per plant Calls (und 17/80 under all Cures.	n Abres	
	Construct new 67 Type Aldrigo Aubipt right with 37 ASC (widemonth).	.n Abova	
	Construct naviC1 (yes 0 vertical curb and guitter at observed at UC SC CCB.) C with 21 All Condenses th	In Altres	
	Forecast [] They dishe way contained by MASS 750-7.	In Austra	
	Construct [1] nev. dithe way entrance per WIAG SU 25042.	un oberen	
	Furnish and herall (1, sonurate cupper per MAG SD 200.	In Above	
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CQT Of Ministry			
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Standard Exclusions Exhibit B

3/25/2024

gloms listed below are excluded from the Proposal:

- 1. Items not appointed in attached proposal.
- 2. Permits or essociated fees.
- 3. Architect or engineer focs Unless itemized and accepted.
- 4. Special Inspections and materials testing.
- 5. Private locating.
- 6. Bond fees.
- 7. Unforcseen conditions.
- 8. NESHAP, Abatement, remediation, etc. unless specified.
- 9. Affity or development facs.
- 40. Off hours labor, Weekend, aber and his overtime/haliday pay.
- 11. Reying of doors and locks, unless specified.
- 12. Hard dig or rock dig.
- Temporary power and/or lighting unless specified almost
- 14. All SRP, APS, COX, Contury Link, Southwest Gas or similar stillty related work
- 15. Low voltage cabling, i.e. phone, internet, security, etc. unless specified.
- 1€. Off site permits:
- 17, Offside barricades.
- 18. Security patm s, security of any kind.
- 19. After hours inspection fees,
- 20. Traffia Control.
- 21 Furnishing of restaurant equipment unless specified.
- 22. Backflows for equipment.
- 28. Appliances of any kind unless specified.
- 24. Waxing or polishing of any Vot flooring.
- Due to the current volatility and fluctuations in the price of steel and other rays

materials, quoted price may increase if not approved within 21 days.

25. Due to the current supply chain issues, in regards in equipment and materials that could create cost escalations that are unforeseen and out of Doege Development and subcontractors' control it may be necessary to issue a change order for needed ixads. Proper documentation of original costs to be provided for any unforeseen conditions and export new costs to be provided hefore a change coder will

for any unforeseen conditions and proper new costs to be provided before a change order will be issued by the ewner to the general contractor.

Any items with cost escalation or wise, due to delays must be approved by the owner and the general contractor.

27. Water source for use during construction must be applied



Proposal - Trailborn Williams Public Space Room R9

EXHIBIT 'A'

Date: 3/25/2024

Project Type:

Tenant Improvement

Projects

Tivi bina Williama Pelilipisesse Rensi Re

642 E. Bå entranciava. Williams, 27, 007/0

Continuosoro

Page Prival parameters

10217 N. 28rd Ace Presents, 22 98029

GHe<u>a-623-84%-6377</u>

Contact: More 4:

Alan Kurez (041) 323-7789

Gentact: Daylol Allabogo : Presil and

<u>Lenzidabil</u> salagada ya gapi anboom.

Cells 002-810-3178

==-il

Alan # castle goal (voldings.co.)

Scope of Whele:

This project is a Tenach improvement of the existing building that will include demalition, invarian remodeling, new plumbling, methanisal 9 electrical, light extension improvements and now occrs & whistows. This project is igured at a 12 week schedule and will run concurrently with the Room Bollaut & Chal/Landscaping scopes and the details are our not.

Dic i sk <u>op</u>	Cupi Breakdown:		
II NA MASININAKA	See to discount.		
eritation:	Project Management and du pervision	1	45,03
12_31_30 Gallerol Conditions		l'	40,00
Fares' Card Hore:	Primpsters, general labor, site office supplies, blueprints, temporary facilities, etc		105,20
2_00_34 Demo		l'	200,20
wm>	Denic and remove existing stairs and deck near drive through area to north of building on transm.	6	307.24
	Deing and remove existing brick at parenter of (4) colgonos and salvage for energy.	In Access	
	54nd And completely remove (2) easing columns and 210 M artistrableve.	In Game	
	Demo and remove existing at rum/glass at entrance of following.	In Acque	
	Demo and renove existing 4 situate at glassfatrium at front of building.	In 4cays	
	Desire and remove exeting railings an atrium shalts.	In Argo:	
	Earns and carrone existing the [in attigm great	In Apove	
	Carrio and reintone exterior windows to be milled.	In 6 mag	
	Harmoland remove as sting brick and spourture beneath it at abitum erea in from,	In Assays	
	Geme and remove executy 2.5' high brick planter near drive through area	In Aprile	
	Domo and remove portion existing fascis at Niexterior of compour apace building 41.26 to be 0385	In At av.	
	Personal of remove existing gutter at Niside of common space building, A1.26 note 0.597	In Samue	
	Gents and rendere existing HYAC lan collamin	In Augus	
	Cento and remove (9) to /imns after brick veneer is removed.	In German	
	Game and remain existing flooring per plac.	In 4-ues	
	Demo and remove existing hand wood flooring per plant.	In German	
	Domb and remove as sting wall tile to restmants per play.	In écaya	
	De no and remove existing water closests at a extreomy peniglan.	In Octave	
	Domo and remove by sting urinols at men a restronors (see plan	In Associ	
	Certic and remove existing venities, sinks, p-traps, supply hoses and range steps at restrictors parigials.	In Games	
	Come and remove existing restrontin partitions and plant.	In Associ	
	Damo and remove et stiny grob bars.	In Across	
	Demo and remove existing restroom accessories at (4) (exircums,	In August	
	Genro buffet opening, wood trim, tile base, and 1/2 well and solvege penels fron Infil.	In Some	
	Dema and remove existing buffer equipment	in acass	
	Rein) and remove existing interior states. (Currently not ADA compliant)	In Caree	
	Being and remove existing bar and all har equipment/shelves, (deliver bar equip to Gwing)	In écos.	
	ICA mo and remove All providing features at bar and cap in experiencescory.	In Azorea	
	Secure RUSHAY permit.	In 65097	
	Demo and regrove existing fire place, retain finebox & floo.	In Appre	
	Donic and remove existing interior waits per plan.	In 6 toys	
	Pama and reniove existing storetimat dicors and gests pagels per plan.	In Acade	
	Ocmorand remove existing window and portion of wall for new moor at ranning soom at as.	1 in Albae	
	Demo and remove existing window, preserve PO for new window at diarring room.	In Acces	
	Demo and remove existing hard lift college per sheet A1.19 & A1.20	In acous	
	Berna and remove so St. at Jolgby area.	In Acova	
	Dema 3' part on of interior wall for new opening at liably storage.	[n 0 ; me	
	The ran B ¹ port on of PX sting wall at dipologistorage for new opening	Imagaza	
	Demo and remove existing Interior doors and frames penglan.	In Acres	
	Decro and remove has quer searing at barranea	In Acase	
	Demia and remove porty wall adbanquet seating.	In Armes	
	Damp and remove as is in a loterior win-low and ones for new wall opening at climing room	In Above	
	Domo and remove existing reservork/equintertops at liabity/marketplace area.	In About	
	Demo and remove by 'Ging desk and equipment at entrance, deliver to Owner	In Abova	
	Ucmo and remove all existing paseboards throughout first floor.	In Asome	
	Denis and remove as sing wall tiles in [4] restrooms.	In A: ne:	
	Demo and remove existing arcess panel or climiting room/mistreom will.	In A : ove	
	Deminant remove existing stone of interior lobby well	in Almas	
	Demo and remove existing wood frame, shakes and panels around doug and salvage.	lin abov.	
	Compland remove statue shelf/pedesta of fireplace urea.	.n Abc/r	
	Damp and remove wood countercop at window opening salvage wood and shuftle is.	In Above	
	Cerno duor opening at second level bedroum.	In Appear	
	Demo selsting popiour 2-door doset at second level.	In Abus.	

	Demonstad remove setting from at directing energy	in Alexee	
	Deir Oler Unermake existing beilting speakers and district for Owner.	in .Umar-	
	Demoit d'éternave existing camons systemand délinée (a Owne) Denoit de l'été raise existing Tété terung at externar avenhang.	n Abase In Abase	
	Evaluate existing wood deams near removed TWS and replace if severely termite damaged	An Above	
US_DU_C1 Luminate Crosseue	Construct (10) new 12 kt/5° condipedestals w/ (5) #5 years A #3 ties at 8° C/C at new continues.	4	
111 3016.	Caristant and of contracts that the 10% and with Busses #4 @ 12* OCEW and 3 (can down took assince occased into states.	in Above	15775
	Construit 50 LF of new concrete curbing at all sade of building near storage per addition in #2.	in About	
	Furnish and Instal. (5) new mechanical unit neds.	a Nove	
68_86 (1 Me) as	Purnish and Instal (8) new hrenast commette window sills. A1.47 narious details.	in Abova	
Architectural Nation	Furnish and losts, imstallate'r (relis) at hont saeus of public spece building.	ŝ	15,600
Containing Style ;	Formali and install (10) new steel or umnate regrand existing columns. A ill 35 colo N 595	5	20 100
	Columns to an First x1/4" vigel tube	t: Alawo	
	Franch and instal (10) base plates & anchor bolts for new rollumns. [Umen and instal (2) and ital X 1/4" specifications agreew hallows:	to About O About	
	Two story on Jinns with saidles end standard polumn factings.	5	33,250
	Shoring at new two story columns.	in Above	
	eand and finish existing gluis to beams with weatherproof inquartuely. Frontier trende of public space building.	in Above	!
Malei Fehrkeder	From its 1 - nd instal 32 LF of new 1-1/2" steet pipe handrall at largensitairs, both saltes of staircase Formish and Instal 188 LF of new 2"YT" steet bar handlaging pontrefte stepp out from:	S W.Masec	24 000
	Puth to 1 history 1.16 IF of new 4.2" to 1 sevents in taking at 2nd fevel deck/balcony.	in Above	
	Figure 3.1 and install (λ) new $1/4^2$ steel plate gyelproxy per plant,	Stabline	
Middle conglice Went Septembry Systems		Дистрисе	1
	Frod Jo St DDA X 1/41 steel to as speryway between columns, cont. weld to octumns at each end. (Pricing for this Disc tons listed that	Alto nase	
	Induce 1 fate steel tables of "GC welds 2 to target tubes, 20/27/47 steel score of acces, (Porong to: Giveling inquiry and in the control of selection be explained as a fate fate fate fate for this line from later in afternation below."	41етине 67етине	
of SP_D1 Wand 5 Pletter		A IP TAIL	
Carpering	For \$40 and install wood framing infiles per plan.	5	79,583
	I university and install, all wood destings affail dinoclopenings peoples.	In Albasia	
	Furnish and installinety wood stain cases per plum. Furnished directal wood cosing at openings par plan.	In Above In Above	
	Rumish and Install new want in ameg gladono An 48 N266	In Above	
	From \$1 or \$1 inst., 1955 \$1 of view ill &4s centring at exterior overnang, A.E.21, note N294	InAbove	
	Formish and Install new 12 wood falm over 165 LF of existing and new beams, A1 P1 note N334	In/Love	
	Fund(shished install 150 ST of New www.d centring at second level front chandelier ands. ALL.22 nate, M298	In Above	
	A lewance to furt ≤n and install supports ≥bove ceiting for new withholding unit (betails not provided). Furthship of install approx. 20 th of new 1-2/1" nambral wood handrall at staircash A per part.	In Above In Above	
	(Citrish and install approx. 20 If of new 1 0/2" nominal wall metumed graphical [8] angrell (glackse wider part)	la/Ative	
	Ft. roigh a.1.1.ostall 10 tF of 1-3/2" (vanished well much ted would handrail at stalrcase 3 per plan.	InAbove	
	Refireme (3) exterior door operatings at S. sido of building at storage to array for new doors 51 higher then surging a	In Altower	
	From CRI if of now 24 wood 6 an ed Wall with 5/11 according to be based to wood battern is match estating at hollonesses. For on copy in which if 0.0 illested on wall 100-s at upper level living room where storograms door and glass was narrowed.	In Chrese In Shows	
	Prodicing from demoid whiching recent white statishing and glass was failured.	Instaw Instawe	
Oped thermoly Eding:	for each section bill resource one cycle of the control of the con	Alternate	
	Misc. fasteners and brackers for the mony system. (Priging for this line item letted in alternates below)	Alternate	
M. work/Orlinate:	For island ustall sustain in Ilwark at liably, bar and dinning per sheet A1.52 Note 6.511	é	74,250
Shild Such serv	Furnish and install approx. 500 IE of new wood baseboards of Fell, A1.17 note N 213 Furnish and install new solid surface countertops of bar.	ţ	40.500 9,500
	Eurnish and untital new sold a surface counter cap at jobby reception deak.	š	13,523
	Corniel and sistell sulface countemps of cervice bar.	1	3,325
07_40_0LThremal Progression	la	l .	
lagarigg yog:	Formish and install boilding neutation. Formish and install caulking at new windows doors and as needed st, various lides (in 15).	į.	6,400
Caullange Populage	Fritzish and install cautiong at new wind bigs above and as negotic st various locations. [furrish and install new downspoots at Niexterior of public space building.	<u> </u>	73,730 73,730
	Furnish and Install new gutters at Nietherland businessade Landing	In.Cove	1.14.20
	For istrance install new Tasco at Niexterox of public space building.	In 4ccrys	
	infill 2015F of reafing in whate atrium was removed, sister existing rock joints to greate in design overgons.	16.4 one	
Siding:	Allows are to ben'shared install Victable penels at extenor of public space building ILO wood trail asystem.	Alamata	
Swiling:	Allows over this higher direct install Michiela panels at extenor of aublic space building ILO wood trell asystem. Allows not to four shand install rain shield behind panels.	Alternate Mizmate	
Swing-	Allows are to ben'shared install Victable penels at extenor of public space building ILO wood trail asystem.	Alternate Alternate Alternate	
08_01_U: Doors, Harves & Hardware	Allows are to him shand install Michiha panels at extenor of public space building ILO wood trail asystem. Allows not be foung his aid install reliabled behald panels. Allows not be foung his and install all of ps., shims, élashings, backers and tracks for complete system. **Price subject to change de pending on final design and space.	Alternate Mizmate	
08_01_UC Doors, Harves & Hardware	Allows are to him shand install Nichtha panels at extenor of public space building ILO wood trell asystem. Allows not to five shand install relicited behald panels. Allow-line to him shand install ell of ps, shims, flashings, backers and tracks for complete system. **Ance subject to change depending on final cast go and, speed. furnish and install new doct an upper level area where strium was removed.	Alternate Alternate Alternate Alternate	26 <u>.</u> 45
	Allows are to him shand install Nich halpenels at extenor of public space building ILO wood trell asystem. Allows not to furnish and install rejudit should behind panels. Allows not to furnish and install all of ps., shirms, flashings, backers and tracks for complete system. "Ance subject to change depending on final eye ground specs. Currish and install new doctrant upper level area where strium was removed. Furnish and install new "sidden" door to match board and battern finish, install hardware per plan. All. (7 noth NASS).	Alternate Alternate Alternate Alternate S In Accord	24 <u>.</u> 95
08_01_UC Doors, Harves & Hardware	Allows are to him shand install Nich halpenels at extendr of public space building ILO wood trell paystom. Allows note to four shand install all shield behald panels. Allow-note to four shand install all shield behald panels. Allow-note to four shand install all shiers, stallings, backers and tracks for complete system. "Ance subject to change dispending on final design and space. Currish and install new doctor upport level area where strium was removed for its aid in All [1] new "Sidden" door to metch board and batters finish, install hardware per plan. All 17 note NASS burnish and install [6] 21000 OSC Wood doors and hardware par plan.	Alternate Alternate Alternate Alternate S In Autore In Actors	کا <u>ب</u>
08_01_UI Dows, Haves & Hardward	Allows are to him shand install Nich halpenels at extenor of public space building ILO wood trell asystem. Allows not to furnish and install rejudit should behind panels. Allows not to furnish and install all of ps., shirms, flashings, backers and tracks for complete system. "Ance subject to change depending on final eye ground specs. Currish and install new doctrant upper level area where strium was removed. Furnish and install new "sidden" door to match board and battern finish, install hardware per plan. All. (7 noth NASS).	Alternate Alternate Alternate Alternate S In Accord	2495
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Dryssa (/ witch) - y	Purnish and install hard lid collegs at fleat level of common space. Patch where colling was denoted for head clearance.	th About	
	Patch and repair we is at removed storefront door and prepilion new wandow.	in Allibera In Alberta	
	Patch and repair app. dx. 224 SF of execute walls where barquet seating way reinposed.	In Abbote	
	Patch and repair kittly well where stone has been removed	t- Above	
^{<} ₩_9.:	Pakely and repair stuces at extensor of indige building.	6	55,008
	Patch and repair exterior wall where stars and dark have been removed.	4 Alaway	,
	Parch and Legair esterior wall where artisticities been removed.	'r Above	
	Provide studen an new Britishian walkat second level where atthew wisk	in Above	
	Parico 2 nd repeir studyo en existing norms full lings (3)	r Auces	
	Pager and repair studes an new whicher openings. Fe mish and install pervisings on N building setamor.	to year or	
	Provide rigid insulation to fort out exterior well at second level to meads brick facing for new stocco boot	110,000	
nuorine;	yearn and repair all sub-(Moring where posting flooring has been removed.	n Abazze	
-	[2018th Articlised] Synorete at BOH, Stor, MPE, 37/line	, s	103,465
	Furnish and install quality file in Hell by back at the hand Bander plan.	n Alaba n Abgan	
	Furnish and Fusini greeny tile base in banaral hat.	in Abusa	
	Foroigh and install new tile flooring in [4] restrooms.	In America	
	aurnish and in clall new wall treat (4) restrooms.	In 4 3053	
	Fittingly and install the base and comercian resulting.	In 4=24	
	furnish and install now 197 Towing et link by mont cont. lahly/market/place, restaurent, and parsozzing area	In Green:	
	Furnish and insuall new current tale at messa after, hallway and inside portion of comp half.	In Acasa	
	I umisis end install about the theoring at our side edges of camp hall and sproke hald.	In 64096	
	Formship and install life base and corners an camp hall any service box	In 5 .594	
Wall Care a - CR2:	Former and install head synthetic watermood die klaystem over physicod at 2nd level deck (decke-tex) Partien and lostall FEC at the wall per plan.	In Actual	
Accustic Calling:	Former and install new accusits would per dish. Former and install new accusits would permit telings at both 8 restaults August and going tall soft tares, A1.3.1 hate A299.	8	1.200
tern:	Produced point exterior of lodge hiddiggs; at the content of the c	5	32,550
	Preplicative and point all new interfer walls.) In Above	GR 230
	Prop. same and paint extaling inversor walls and celling	In Above	
	President paint existing doors and frames.	In 4Exx	
	Existing hand rails at states mean onthat we to the refinished.	In Above	
	Prob, prime and pair (1540 LP of siew wood beschoolds.	To Maswe	:
	Clear, repair stain and seal [22] existing beams at lightly and portion of dinning area 41.74	Le.Above	
	Sund, restals and seel I7) existing wood doors.	to Allino	
	PR.C + Ormerand paint (1) existing floor floats.	In Above	
	Repairt base of all existing line of and batter wells with 4° high black band per addend a π π2.	to Above	
	Refinish existing bound and batter and factor aftinamy half with a period denoum #2.	- ALMA	
UU_UU_UU Specialiim	Touch up and see extring board and Petter and focial of campiles I walk give addition to #2.	15 Above	
featruair Acamerans:	Furnish and Install new garb bass at regurages.	L	
	Furnish and iditall new asstroom ecoespries at restrainny.	3	00/000
	Furnish and install new restroom 144(i) (sign)	An Albava Im Albava	
12_50_16 Fundshings		IN PLEASE	
furnish ma	Allowerse for coordination & loss #Unit FRSE	s	3,990
	Warshot, Sing for F18.0 not hit uded at this time. Price will be provided upon request.	6- of d	,,,,,,,
In_En_II Sportal Equipment	,,		
		1	
	Furnish and lossall new fireblags. Online sursing firebox and time.	q.	8,700
Services .	Furnish and lossall new fireplace. Utilize existing firebox and time. Provide sharing at existing, confixtnicture where at item glass being removed at front at anti-ting.	s s	8,700 4,900
Egeptos Eggves Manlang	Provide sharing at existing, confishmature where at item glass being removed at front at anti-jing.	Ś	
tr_co_as Maintaing	Provide sharing at existing, confishmeture where at item glass being removed at front at anti-ling. The latiness water despits per plan.		
(gen)ve; Lo_cu_us Munlang	Provide sharing at existing confixtnicture where at ivan glass being removed at front at building. The annew water despits per plan. There i new water despits per plan.	S S In Plaza	4,300
(gen)ve; Lo_cu_us Munlang	Provide sharing at existing, confixtnicture where at item glass being removed at front at authling. Install new water despits par plan. Install new restroom shots per plan. Forman and install new units per plan.	S S In Above In Above	4,300
(gen)ve; Lo_cu_us Munlang	Provide sharing at existing, confixtnicture where at item glass being removed at front at anti-jing. This is, new water despits par plan. Install new restroom stoke per plan. Turn shand install new units per plan. Per is and install new plans by anythin per plan.	S In Above In Above	4,300
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(gen)ve; Lo_cu_us Munlang	Provide sharing at existing configtracture where at item glass being removed at front at anti-jing. Install new water deshits per plan. Install new water deshits per plan. Item shared install new units per plan. Per its hard install new with a per plan. Per its hard install new explants per plan. Per its hard install new explants or pass washer, glass week dump sink, underbar band and, and expresso machine at ber. - unish and install new sewer and vent rough-in per plan.	\$ In Above In Above In Above In Above In Above	4,300
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grephos; L_CU_d2 Maintang L_mang. Junyana-b-14 va. 3_DU_J1 HVAC	Provide sharing at existing confirmations where all ken glass being removed at front at anti-ling. Justial new water deshits per plan. Justial new water deshits per plan. Justial new water deshits per plan. Justial new water to gots per plan. Justial and lintable we plan being neightin per plan. Justial and lintable water to gots washer, glass week during sink, underbor hand sink, and vapresso machine at ber. - unish and lintable water and vent roughtin per plan. Jurnish and lintable sewere and vent roughtin per plan. Jurnish and lintable sewere healer per plan. Furnish and lintable new gas pipting to water heaver. Jurnish and lintable new floor ships per plan. Furnish and retail new floor drain per plan. Furnish and retail new gas pipting per plan. All har sinks soo benequipment by Owner. All that sinks soo benequipment by Owner. All that sinks now existing returns, supply and grilles per demo	S In Albert In A	4,300
ir-cu-uz Mandang Lucage Lucage Lucage by the co. 3_pu_pt HVAC	Provide sharing at existing confishments where all ken glass being removed at front at anti-jing. Justial new water deshits per plan. Justial new water deshits per plan. Justial new water deshits per plan. Justial and lists all new plants per plan. Justial and lists are plants by each per plan. Justial and lists are plants water to gass washer, glass wash during sink, underbor hand and, and vapresso machine at ber. - unish and lists all new water heater per plan. Junish and lists all new gas pipting to water heater. Funish and lists all new gas pipting to water heater. Junish and lists all new condensate groups per plan. Funish and lists all new floor drain per plan. Funish and install new gas pipting per plan. Funish and install new gas pipting per plan. Funish and install new gas pipting per plan. All lar sinks soc benegating per plan. All lar sinks soc benegating per plan. Dignology by estable existing returns, supply and giffics per dema plant Dignology by estable existing returns, supply and giffics per dema plant Funish and install 50 fronts a fab is perfigerant flow condens og unit per plant.	S S In Above	4,390 140,405
grephos; L_CU_d2 Maintang L_mang. Junyana-b-14 va. 3_DU_J1 HVAC	Provide sharing at existing, confishments where all ken all ken glass being removed at front at analyting. Install new restroom sinks per plan. For shand install new units per plan. Per is a said install new units per plan. Per is a said install new explaints in an applan per plan. Per is a said install new sewer and vent roughlin per plan. Per is and install new sewer and vent roughlin per plan. Per is and install new gas pictog to water heaver. Per is and astall new gas pictog to water heaver. Per is and install new point per plan. Per is and install new blood sinks per plan. Per is and install new flood sinks per plan. Per is and install new flood sinks per plan. Per is and install new flood sinks per plan. Per is and install new gas pictog per plan. Per is and install new gas pictog per plan. Per is and install new gas pictog per plan. Per is and install new gas pictog per plan. Per is and install new gas pictog per plan. Per is and install so to vision and install new gas pictog per plan. Per is and install so to vision and install new gas pictog per plan. Per is and install so to vision and install new gas pictog per plan. Per is and install so to vision and install so to vision and install new gas pictog per plan. Per is and install so to vision and install new gas pictog per plan. Per is and install so to vision and install new gas pictog per plan. Per is and install so to vision and install new gas pictog per plan. Per is an all install so to vision and install new gas pictog per plan.	S S his Albert In Albert	4,390 140,405
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Standard Exclusions Exhibit B

3/25/2024

Items listed below are excluded from the Proposal:

- 1. Demontol specified in a Jacked proposal.
- 2. Permits or associated fees.
- Architect on engineer fees Unless Tembrod and screpted.
- Special inspections and materials testing.
- 5. Private locating.
- 6. Bond from:
- 7. Enforeseen conditions.
- 8. NESHAP, aliatement, remediation, etc. onless specified.
- Utility or development fees.
- 40. Off hours leady, weekend-later and/or evertime/holiday pay.
- 11. Keying of doors and looks, unless specified.
- 12. Hard eig or rock dig.
- 13. Temporary power and/or lighting unless specified above.
- 14. All SRP, APS, COX, Century Link, Smithwert Gos or similar utility related work. . .
- Low voltage cabling, i.e. phone, internet, security, etc. unless specified.
- 16. Off site permits.
- 17. Orisits barricades.
- 18. Security patrols, security of any kind.
- 19 After hours inspection fees.
- 20 Traffic Control.
- Furnishing of restaurant equipment on esyspecified.
- 23. Beskilows for equipment.
- 23. Appliances of any kind unless specified.
- 24 Waxing or polishing of any VCT flooring.
- 25. Due to the current volatility and fluctuations in the price of steel and other raw materials, quoted price may increase if not approved within 21 days.
- 26. Oue to the current supply chain forces, in regards to equipment and materials that doubt create cost establishes that are unforceseed and out of Doege Development and subcontractors' control it may be necessary to issue a unange order for added custs. Purper documentation of original costs to be provided for any unforceseed conditions and proper new costs to be provided before a change order will be issued by the owner to the general contractor.

Any items with cost escalation or costs due to delays must be approved by the owner and the general contractor.

27. Water source for use during construction must be onsite.



Proposal - Trailborn Williams Room Rollout R7

EXHIBIT 'A'

Date: 3/25/2024

Project Type:

Room Rolloy, Renovation RA

Projects

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Scope of Works

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	The Dodge Tevelopment "Standard Sociations" that are listed on a separate page on needle page of the Proposal. Que to the content velocity and fluctuations in the price of materials, quette, price may increase if one approved within 30 days. Williams	SUBTOTAL: SALDQUARE
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Print Name: Signature	Care:	
Púol Namer	Danc A Dage	
Alternate V Furnish and Install new Instrongrad	nog hame, trim & harawara (includes denne of existing page & Jajon)	kreal \$1,236 Each
이tercate fiz (Furmish and install enary coor & Far	roware (the udes clome of conting donn, does not journing card reader	\$1,549 5961
Alternate 33 - Allowance to prep and upply epoxy	paint at all for A 2nd level exterior (corn corridors.	558,496
Alternate An-Turnish and install Quartz solid so f	ace moskin Ms at all showers.	\$52,980

Unit Casts | Subfleet pieta \$1.75/9

Allowances:

Allowance \$1 - FFAP Contribution & Install - Deepe figured as a lowering of 5 months per recent to install FFAC. This pricing is certified in our base (i) a space.

Allowing 4.5 - Alternate for connorm- Briego riqued an allowance of \$8,20 per \$4, for approximately 10,686 square feet at the room building exterior corn tors. This price is not included in the base bid and is broken out as an alternate above.



Standard Exclusions Exhibit R

3/25/2024

Rems listed below are excluded from the Proposal:

- 1. Items not specified in attached proposal.
- 2. Permats or asympiated fees.
- 3. Architect or engineer fees. Unless itemized and accepted.
- Special inspections and materials testing.
- 5. Private locating.
- 6. Bond fees.
- Jobissescen conditions.
- 8. NESHAP, abatement, remediation, etc. unless specified.
- 9. Utility or development fees.

- Keyling of doors and locks, unless spin itied.
- 12. Hard dig or rock dig.
- 13. Tempurary power and/or lighting unless specified above.
- All SRP, APS, COX, Century Limit, Southwest Gas or similar utility related work.
- 15. Low voltage rabling, i.e. phone, internet, security, etc. unless specified.
- 15. Off site permits.
- 17. Offsite barricades.
- 18. Security patrols, security of any kind.
- 19. After hours inspect on fees.
- 20. Traffic Control.
- 21. Fermishing of restaurant equipment unless specified.
- 22. Backflows for equipment.
- 23. Appliances of any kind unless specified.
- 24. Waxing or posishing of any VC inflooring.
- 25. Due to the current volatility and fluctuations in the price of steel and other raw

materials, quoted orice may increase if not approved within 21 days.

26. Due to the current supply chain issues, in regards to equipment and materials that could create cost. escalations that are unforeseen and out of Doogo Development and subcontractors' control it may be necessary to issue a change order for added costs. Proper documentation of uniginal costs to be provided. for any unforeseen conditions and proper new costs to be provided before a change order will. be issued by the owner to the general contractor.

Any literals with cost escalation or custs the to delays must be approved by the owner and the general contractor.

27. Water source for use during construction must be onsite:

	Doege Developr	Doege Development GC Breakout For
	Trailbo	
Description	Division Cost Code	Let (mateucose Notes/Description
· Division 1 · General 3equirem≑nts	00,00,10	\$ 436,926.00
Vehicle/Gas Allowance	01 31 60	
Selfety/Security	01_45_10	an of the second
Hybrid Lodging & Dally Per-Diem	01 32 70	S. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10
Special Inspections/Testing	01_13_00	1000000000000000000000000000000000000
Equipment Rental/Supplies/Trants	01_54_10	100,500
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Temp. Fencing	01_56_00	VS 200 200 200 200 100 100 100 100 100 100
Barricade / Temp. Protection	01_56_50	
Office Supaties	01, 52, 20	
Trash/Dumpster	. 49 25 10	\$ 1.5 (1.5 (1.5 (1.5 (1.5 (1.5 (1.5 (1.5
Ongoing Cleaning & Fittal Construction Clean	01,74 50	1. 10. 10. 10. 10. 10. 10. 10. 10. 10. 1
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Telephone/Fax Service	01_31_53	
Internet, Hot Spots	0.1_51_0.0	The second of th
Procore / Docusten	03_53 RU	
Dust Control / Permit / Wate: Truck	01_57_50	
Punch List	01 40 00	
Closecut / As-Builts	01_73_00	
		(1) 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

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Standard Exclusions Exhibit B

3/15/2024

Resis listed below are excluded from the Proposal:

- Rems not specified in attached proposal.
- 2. Permits or associated foos.
- Architect or angineer fees Unloss itemized and accepted.
- 4. Special Inspections and materials sesting.
- Private locating.
- E. Bond fees.
- 7. Untöreseen conditions
- 8. NESHAP, obstement, remedial implete unless specified.
- Utility or development fees.
- 40
- 11. Keying of doors and tooks, unless specified.
- 12. Fardid1g or rock dig.
- 13. Femporary power and/or lighting unless specified above.
- 14. Al. SRP, APS, COX, Century Link, Spirithwest Gasion similar utility related work.
- Low yo tage cabling, fire phone, internet, security, etc. unless specified.
- 16. Off site permits,
- 17. C'faite barricades.
- 18. Security patrols, security of any kind.
- 19. After hours inspection fees.
- 20. Traffet Compro...
- 21. Atmishing of restaurant equipment unless specified.
- 22. Backflows for equipment.
- 23. Appliances of any kind unless specified.
- 24. Waxing or polishing of any VCT illouring.
- 75. Due to the current volatility and fluctuations in the price of steel and other raw materials, quoted price may increase if not approved within 21 days.
- 20. One to the current supply chain losinds, in regards to equipment and materials that could preate cost escalations that are unforceded and out of Boege Development and subcontractors' control it may be precessary to issue a change order for added costs. Proper documentation of original costs to be provided for any unforceded conditions and proper new costs to be provided before a change order will be issued by the owner to the general confractor.

Any items with cost escalation or costs due to delays must be approved by the owner and the general contractor.

Water source for use during construction must be onsite.

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EXHIBIT 5 STATE REQUIREMENTS

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EXHIBIT 5 STATE REQUIREMENTS

Arizona Rider

- Rider. This Rider shall be deemed part of the Contract and shall be referred to collectively as
 this "Contract." in the event of any inconsistancy between the provisions of this Rider and
 any other portion of the Contract, the provisions of this Rider shall control
- The following provisions shall be deemed part of this Contract:
 - To the fullest extent permitted by law, Contractor shull fully and without offset or mitigation defend, indemnify and hold harmless Owner, Project Manager, Owner's Consultants, Lender, and their respective subsidiaries, affiliates, members, officers, directors, shareholders, partners, employees or agents (collectively, the "Indemnitees") from and against oil liablifities, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from or in any manner related to or connected. with (directly or indirectly) performance of the Work, or Contractor's failure to comply with the terms or provisions of this Contract. The defense, indemnity and hold harmless obligations set forth in this paragraph shall apply regardless of the active or passive negligence or other fault or liability without fault of the Indeposition Parties; provided, however, that in no event shall Contractor be obligated to defend, indemnify or hold harmless an Indemnified Porty from and against liability for loss or careage resulting from the sale negligence of an Indomnified Party or an Indomnified Party's agents, employees, or indemnitee (each, an "Indemnified Claim"). The obligations under this paragraph shall not be limited in any way by any waiver or limitation on the amount or type of damages, compensation or henefits payable to or for any other party under any applicable worker. compensation acts, disability benefit acts or other employee benefit acts, or by any available proceeds of insurance coverages. The duty to defend arises immediately upon written notice from Owner requesting such defense and regardless of whether Contractor is a party to the Indomnity Claim. This paragraph shall survive the expiration or earlier termination of this Contract and the completion of all Work.
 - Section VIII, Paragraph 2 of Contract is déleted in its entirety and replaced with the following:

Progress Payments. Monthly progress payments of the amounts due to Contractor for Work provided by Contractor pursuant in this Contract shall be made as provided in this. Paragraph. Excent as may be otherwise agreed by the Gwner, Contractor, Lender, and Architect, on the 23rd day of the month (or the next business day thereafter if the 23rd is not a business day), the Owner, the Architect (and the Lender, if it so desires), and the Contractor shall meet to review a preliminary draft of the Application for Payment (hereinafted referred to as a "Pencil Draw") prepared by the Contractor with respect to Work completed during the prior month. The Contractor shall revise the Pencil Draw in accordance with any objection or recommendation of the Owner that is consistent with the requirements of the Contract Documents. The Contractor shall resubmit such revised Pencil

Draw as the Application for Payment, on the 1st day of the following month (or the next business day thereafter if the 1st day is not a business day). The Contractor shall also submit with each Application for Payment a written narrative describing the basis for any item set. forth in the Application for Payment that does not conform to Instructions of the Owner or the Architect in connection with any applicable Pencil Draw. Fach such payment application. shall request payment for all Work performed in the period covered by the payment. application, shall describe the work performed, and shall identify the percentage of completion of the Work as of the end of the period covered by the payment application. Unless the Owner declines to approve and certify a payment application in whole or in part, Owner shall pay Contractor not later twenty one (23) days after receipt of any such payment. application from Contractor an amount equal to that portion of the Contract Sum. proportional to the percentage of the Work then completed by Contractor in such Jakegory (as agreed by Contractor and Owner), plus any amounts for Work authorized by fully executed Change Orders and completed by Contractor as of the date of the gayment application, minus retention as provided in Section VIII, Paragraph 3 below. Each application for payment submitted by Contractor to Owner shall be accompanied by: $\{1\}$ a partial conditional waiver of Schin form satisfactory to Owner executed by Contractor and effective upon receipt of payment covering the entire amount of the payment requested by the relevant application for payment, and (2) partial conditional waivers of lien in form. satisfactory to Owner executed by each Subcontractor performing work or furnishing supplies or materials to the Project, covering the payment requested by the relevant. application for payment. In addition, each application for payment shall be accompanied by a partial, unconditional lien waiver in form satisfactory to Owner, executed by Contractor. and each Subcontractor, covering all labor and materials that have actually been paid for by Owner persuant to any previous application and for which the Contractor should have paid. the Subcontractor prior to the submission of the payment application at issue. An updated construction schedule as described in Section VII, Paragraph 2, shall accompany all monthly invoices. In addition, each application for payment shall be notarized and supported by such data substantiating the Contractor's right to payment as Owner may reasonably require, such as any affidavit or other statement required by any lender to Owner, schedules of values from Subcontractors, and copies of requisitions and/or involces from Subcontractors. Owner shall not be required to process an Application for Payment until It is fully complete and all requirements of this Contract with respect to any such application have been submitted. The Contractor's Applications for Paymerit may not include requests for payment. of amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. Each such application for payment shall constitute a representation by the Contractor that (i) the partial payment then requested to be disbursed has been incurred by the Contractor solely on account of work performed on this Project, (ii) the materials, supplies and equipment for which such requisition is being submitted have been installed or incorporated in the Project or have been stored at the Project site or at such offisite storage. locations as shall have been approved in writing by Owner; provided, however, Owner shall not be obligated hereby to pay or advance monies for materials stored off-site, unless, at Owner's sole option and discretion, such is approved in advance and in writing by Owner. and Owner's construction lender, if any, (iii) the materials, supplies and equipment are

Insured in accordance with the provisions of this Contract, (iv) the materials, supplies and equipment are not subject to any liens or encumbrances, (v) no mechanicis, laboreris, vendor's, materialman's or other liens have been filled in connection with the Project or any of the materials, supplies or equipment incorporated therein or nurchased in connection therewith, (vi) the Work which is the subject of such requisition has been performed in strict accordance with the requirements of this Contract and all applicable Requirements, and (vii) the partial payment then requested to be disbursed, together with all soms previously disbursed under prior requisitions, does not exceed that portion of the Contract Sum which is allocable to the portion of the Work actually completed up to the date of such requisition and that the remainder of the Contract Sum (as the same may have been adjusted hereunder) will be sufficient to pay in full the costs necessary to perform and complete the work required by this Contract.

- c. Owner may decline to certify and approve all or a portion of an Application for Payment and may withhold payment, in whole or in part, in an amount that is sufficient to pay the direct costs and expenses Owner reasonably expects to incur to protect Owner from loss for which Contractor is responsible and that results from any reasons set forth in a written notice issued within fourteen (14) days following the day on which Owner receives an Application for Payment requesting a progress payment, release of retention, or final payment. Owner may decline to approve any Application for Payment because of subsequently discovered evidence or subsequent inspections indicating defective Work and may decline to approve an Application for Payment or nullify payment previously paid, in who e or in part, to such extent as may be necessary in its opinion to protect Owner from loss including, without limitation, the reasons set forth in Section VIII Paragraph 6 of the Contract.
- d. Section VIII, Paragraph 3 of the Contract is deleted in its entirely and replaced with the following:
 - <u>Retention</u>. Retention equal to ten percent (10%) of all outstanding applications for payment shall be held by Owner until the Work on the Project achieves Substantial Completion. When the Project achieves Substantial Completion, Contractor may submit an Application for Fayment for release of retention pursuant to Section VIII, Paragraph 2. Owner shall pay Contractor retention withheld not later twenty one (21) days after receipt of any such payment application from Contractor for retention, subject to the Owner's right to withhold for the reasons permitted by the Arizona Prompt Pay Act, A.R.S. § 32-1182.H.
- e. Upon the parties execution of a Certificate of Final Completion pursuant to Section VII, Paragraph 7 of the Contract, Contractor may submit an Application for Final Payment.
 Owner shall make Final Payment to Contractor not later twenty one (21) days after receipt of the Application for Final Payment, subject to the Owner's right to withhold for the reasons permitted by the Arizona Prompt Pay Act, A.R.S. § 32-1182.K.

Exhibit 5A

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT [A.R.S. §33-1008]

Project: Project Name]	
[Project Address]	
<u>105 No.:</u>	
On receipt by the undersigned of a chethe Check) in the sum of \$ payable tohas been properly endorsed and has been paid by the becomes effective to release any mechanic's lien, any bond right, any stop notice, any claim for payment and statute related to claim or payment rights for persons has on the job of (Owner) located at (the Project), to the following extent:	e bank on which it is drawn, this document estate or federal statutory band right, any private ad any rights under any similar orchnance, rule or
	labor, services, equipment or materials furnished
whom undersigned contracted) through	(Person with (date) only
and does not cover any recention, pending mathematics. There are no pending modification Before an person should verify cyldence of payment to	odifications and changes or items furnished efter is or changes except as follows: ny recipient of this document relies on 0, that the undersigned. It is already paid or will use the monies s/he receives.
and suppliers for all work, materials, equipment onse Projecting to the date of this lien waiver and release.	rvices provided for or to the above-referenced
Dated:	
	CONTRACTOR
	[Contractor]
	Ву:
	Name:
	Title:

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UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (A.R.S. §33-1008)

Project: Project Name) [Project Address] Job No.: The undersigned has been paid and has received a progress payment in the sum of \$_____ for all labor, services, equipment or meterials furnished to the Project jobsite or to ______. (Person with whom undersigned contracted) for the above-reference Project of _____(Owner) located at _______ Project), and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any stop notice, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of _______(Owner) located at _______ (the Project), to the following extents: This release covers a progress payment for all labor, services, equipment or materials furnished to the Project or to _______ (Person with whom undersigned contracted) through _______ (Date) only and does not cover any retention, pending modifications and changes or Items furnished after that date. There are no pending modifications or changes except as follows: The undersigned warrants that s/he either has already paid, or will use the monies s/he receives. from this progress payment to promptly pay in full all of his / her laborers, subcontractors, materialment and suppliers for all work, materials, equipment or services provided for or to the Project up to the nate of this lien waiver and refease. Dated: _ _ ____ CONTRACTOR [Contractor] Name: _____

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

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you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

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CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT (A.R.S. §33-1008)

Project:[Project Name]	
[Project Address]	
<u> Job No.</u> ;	
nas been properly endorsed and has been pain effective to release any mechanic's lien, any s ony stop notice, any staim for payment and or	[Payee or Payees of check] and when the check dby the bank on which it was crawn, this document becomes state or federal statutory bond right, any private bond right, ny rights under any similar ordinance, rule or statute related undersigned's position that the undersigned has on the job
This release covers a final payment materials furnished to the Project job whom undersigned contracted), except	to the undersigned for all labor, services, equipment or site or to
rom this final payment to promptly pay in fo ouppliers for all work, materials, equipment or o the date of this lien waiver and release.	either has already paid or will use the monies s/he receives III all of his / her laborers, subcontractors, materialmen and I services provided for or to the above-referenced Project up
Oated:	
	CONTRACTOR
	[Contractor]
	By:
	Name:
	Title:

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT [A.R.S. §33-1008]

<u>Project:[Project Name]</u>	
[Project Address]	
Job No.:	
	or all labor, services, equipment or materials furnished to nom undersigned contracted) for the labove-referenced
terferal statutory bond right, any private bond rig	aive and release any right to mechanic's lien, any state or ght, any stop notice, any claim for payment and any rights related to claim or payment rights for persons in the ns for extra work in the amount of \$
	her has already paid or will use the monies s/he receives all of his / her laborers, subcontractors, materialmen and ervices provided for or to the Project.
Dated:	
	CONTRACTOR
	[Contractor]
	ву:
	Name:
	'Fitte:

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

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EXHIBIT B

Construction Budget

[Included in Exhibit A.]

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Exhibit 3

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A	00 Service #1 - CPH 642 RT 66 (LC		
THE MAN STEELED			
Change Order Date: 05/08/24			
Charge Didor 9: 1	•		
!			
<u> </u>			
The Contract is Changed as follows:			
Orscription		Total	
Original Contract Sum:			
Net Change by Proviously Authorized Change Greens:			\$ 7,892,472,00
Contract Sust Prior to Flils Change Order:			- 2
Content Change Order A yount:		_	\$ 7594,473.00
			\$ 31,791,00
Great gove Plumping Fisture Alt.	_		3 31,791.00
New Contract Sum.	-		
		_	7,624,263.00
CPIT CA2 R7 SE LLC	Diorge Development (LC		
Dancy	Countypy	— -	
420 West 1416 Street State 656 New York, NY 10004	11217 North 35rd Ayorate Phoenix, AZ 85029		
feder with	Abbens	_	
SQUARE .	Spring	-	



Doega Developme 11LLC 11217 North 23rd Avenue Phoenix, Arizona (1502) Phone: (623) 242-5247

Project: 2403G × 2403C Trailborn on Williams 942 E. Route 66 Williams, Arizona 08046 Phane: 646-732-2005

Prime Contract Change Order #001: Plumbing Fixture Delta

'ro;	Castic Peak Holdings 228 Perk Ave S Suite 35782 New York , New York 10903	FROM:	Doege Development LLC 11217 North 20rd Avenda Phosnix, Arizona 85329
DATE CREATED:	800020024	CREATED BY:	Sara Roti (Doego Development LLC)
CONTRACT STATUS:	Approved	REVISION:	c
DESIGNATED REVIEWER	· · · · · · · · · · · · · · · · · · ·	REVIEWED BY:	•
DUE DATE:		REVIEW DATE:	U6/11/2024
INVOICED DATE:		PAID DATE:	•
SCHEDULE IMPACT:	20 days	EXECUTED:	Yes
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	124030 Trailborn	TOTAL AMOUNT:	\$51797.00
DESCRIPTION: CE #206 Buyleing Fixture Due to lead time shanged to ATTA CHIMENTS			

Trailborn Guesticon: Flumbing Fixting Att. Extended of Milliams - Doege Development CC#1 53 24 pdf

POYENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO#	Utte	 Schedula Impact	Antount
	Plumbing Fix.are Delta		851,791,00
Plum ping Fixtures			
		 Total:	\$31.791.30

CHANGE ORDER LINE ITEMS;

PCO # 001-Plumbing Fixtures: Plumbing Fixture Delta

#	Budget Corio		Description	Amount
1	22-05 00.0 Plunding	Plumbing Fixture Deliz		\$31,791.00
			Grand Total:	\$31,791.00

The original (Contract Sum)	\$7,692,479.00
Not change by previously authorized Change Cruters	90.40
The contract sum of or to this Change Organiwas	\$7,532,472.00
The contract sum will be increased by the Change Order in the amount of	\$31.791.00
The now contract sum including this Cha; ge Order will be	\$7,624,263.90
The contract time will be increased by this Change Order by 20 days,	



Dave Hambian (Synectic Design, Inc.) Synactic Design, Inc. 1111 W. University Dr. Suitest 101

Tampe, Arizona 86281

Castle Peak Holdings 228 Fark Ave S Suite 35792

New York , New York 10003

Doage Development LLC 1:2:7 North 23rd Avistor:

Phoenix, Arlzona 85029

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

4019685 Pages: 123 of 366 | 06/26/2025 03;54;31 PM

(PLE	nge Crisyran? - 2P: Maz IXI bbiLLC	in in the second second second second second second second second second second second second second second se
CP: 642 RT 66 LLC	The state of the s	
Crange Order Date: 05/13/24		
Change Order #: 2		
]		
ì		
The Contract is changed as follows:		
Bessi Blich	40.00	36tali: 1
	··* · - · · · · · · · · · · · · · · · ·	<u> </u>
Original Contract Sum:		\$ 7,590,472.00
Net Change by Providesty Authorized Phanga Divises:		\$ 51,702.00
Contract Sum Prior to This Change Onlier,		\$ 7,634,253.00
Current Change Serjey Amounts		3 399,000.09
PLC(12 - Building 4 Asbasns Apprement		\$ 198,732.59
Existing Conditions		\$ 200,585,00
New Cantract Surn.		5 8,1725,919,69
		
UP - 6/12 HT SE 100	3 3 1	
Const.	Dage Development 125 Constant	
.46	Linguillant .	
420 Wast 10th Street Suite 556 New York, NY 12014	11217 North 23rd Russus Phoenix, AZ 80029	
Internal property	Adhor	
1 8 AT	Care Dath (Colored	
- Commence of the same of the	Sara Roth	
igration .	Secure	

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PCCO #002

2.1. Inampolevelopment J.C. 11797 North 23rd Avenue Phoenix, Arizone 85029 Trona: (823) 212-5247

Project: 24930 - 24930 Trelibora Ian Williams 842 E. Raute (4) Williams, Arizona 90046 Phone: 643-732-2005

Prime Contract Change Order #002: Asbestos Survey By Straight Line **Environmental**

TO:	Caette Peak Holdings 226 Park Ave S Note 35792 New York , New York 10003	FROM:	Dooge Dovelopment LLC 11217 North 23rd Avende Pintenix, Arizona 85025
DATE CREATED:	8/06/2024	CREATED BY:	Parker Vällerf-Espe Doege Development LLC)
CONTRACT STATUS: DESIGNATED REVIEWER	Apartwet	REVISION: REVIEWED BY:	С
DUE DATE: INVOICED DATE:		REVIEW DATE: PAID DATE:	08/11/2024
SCHEDULE IMPACT: REVISED SUBSTANTIAL COMPLETION DATE;	30 days 	FXECUTED: SIGNED CHANGE ONDER RECEIVED DATE:	Yes
CONTRACT FOR: DESCRIPTION:	1:2403C Traliborn	TOTAL AMOUNT:	S188,732.69

Aşbestos Survey By Straight Line Environmental Dated 12/9/24/23

Building 4 full abatement - Complete regrowal of crywel. In terry guestrooms in building 4 including walls and callings. (Spray Systems, see attached proposal).

Subfatel: \$102,434

Firmish & Install New Prywal (Priority Walla, sea attached probosal)

Subtotal: \$52,750

Building 3 full abatement - Complete removal of spray applied poposm deling texture in (2) maintenance rooms (Spray Systems, see attached proposel)

Subtotal: \$2,600

Third Harty environmental conscitors - Contract in rd party environmental consultant (TEEC) to proto militial visual inspection and air decirance

(Spray Systems, see attached proposel) Subtotal: \$2,640

EXCLUDES_BUILDING 1, FOOL AREA, AND SITEWORK.

ATTACHMENTS:

05.13.24 Williams - Opege Sevelopment CO#7 EXCEUTED.pdf, Abeleinent Regom<u>mendation Letter 5.1.24 / 15.pdf, PRIORITY</u> WALLS LLC PROPOSAL, pdf. Spray Systems - TPEC Proposal 4.29.24 add, Report, pdf.

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER;

ı	PCO#	Title	Schedule Impact	Amount
	602	Asbestos Susvey By Straight Line Environmental	·	\$198,732,89
			Total: 1	9496,732.69



CHANGE ORDER LINE ITEMS:

PCO # 002: Ashestos Survey By Straight Line Environmental

#	Budget Code	. Description	Amount
	62 82 00.0 Abatement ,Other	Fall Ababiest Doilding 5, 4	\$107,674,00
2	: 09 00 00.0 Sella Surface	Drywall	\$52,756,50
3	89-90 30.0 Ovarheed	Overhead	\$10,043.30
4	99-99-00 10.0F Fee	Fee	\$0,823.55
5	99 59 20.0 Insurance	GL Inserance	\$852.37
ö	왕9-89 4 0.0 Sales T <u>e</u> x	Snles Tax	\$12,583.57
		Grand Total:	\$198,722.60

The original (Contrast Sum)	\$7,592,472,00
Net change by previously authorized Change Ciders	331,791.00
The contract sum prior to this Change Order was	\$7,624,265,00
The contract sum will be increased by this Change Order in the amount of	\$198,702.69
The new contract eum including this Change Order will be	57,022,985,09
The contract limit will be increased by this Change Order by 30 days.	•

Dave Hamblen (Synectic Design, Inc.) 1111 W. University Dr. Suiter/ 164 Tempe, Arizona 85281 Castle Peak Hoklings 228 Park Ave S Suita 35 (9/2 New York , New York 10003 Poege Development LLC 11217 North 23rd Aver up Phacmix, Ar zana 65026

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		nge O-Herina-Caludas	01-66:LEC		
09-1612 RT 66 Ltd	···	Be or hereas Catholic	01-30-5-5-4		
Change Order Date	: 05/40/24				
Change Order #r 2					
F					
<u> </u>					
The Contract is cliai	rged as fotows:	•			•
2010年 (1910年)			: ::	Toleb	· · · · · · · · · ·

	Ann
Original Contract Suits:	\$ 7,592,472.00
Net Change by Praylously Authorized Change Chileria	\$ 31,791.00
Contract Sum Prior to This Change Orders	\$ 7,624,263.00
Correct Change Order Amount;	\$ 259,655,69
PTORZ - Building 4 Ascesses Abatement	5 158,732.69
Existing Conditions	\$ 200,025.00
New Contract Sum:	3 9,323,510.69

CP1_642 RT GC LLL

423 West 14th Street Suite 655 New York, NY 10014 13217 North 23rd Avenue Philedix, AZ 85029

Daege Development ALC forevision

Sara Roth



Diage Davelopment LSC 14217 North 28rd Avenue Phoenix, Arlzona 85029 Pholes (623) 242 5247

Project: 24030 - 24030 Trailborn Inn Williams 842 F. Routa 66 Wellsma Anzone 86046 Phole: 646-732-2005

Prime Contract Change Order #003: Observation Rooms Only

			· · · · · · · · · · · · · · · · · · ·
то:	Castle Peak Holdings 229 Park Ave S Suita 35792 New York , New York 10003	FROM:	Drage Development LLC 11217 North 25rd Avenue Phodelix: Avenue 85020
DATE CREATED:	6/10/2024	CREATED BY:	Sara Ruil: (Beege Devidopment LLC)
CONTRACT STATUS:	Approved	REVISION:	e .
DESIGNATED REVIEWER	= .	REVIEWED BY:	
DUE (JA')E:	·	REVIEW DATE:	06/11/2024
INVOICED DATE:	•	PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	Yes .
REVISED SUBSTANTIAL COMPLETION DATE:		SKONED CHANGE ORDER RECEIVED DATE:	•
CONTRACT FOR;	1:24030 helborn	TOTAL AMOUNT:	5200 923 00
DESCRIPTION: CE #621 - Observation Res	uru: C-ski		

CH #021 - Observation Rouns Calv

ATTACHMENTS:

05 10 24 Wil அரசு <u>- Lineus Reveropment COW2 EXCEUTED potr, Institutor William</u>s Room Ass<u>essment Backup 4.26,24.pdf</u>, <u>Apply Assess p</u>ant Existing <u>Demane List - Russus</u> 4.30,24.pdf

POTENTIAL CHANGE DRIBERS IN THIS CHANGE ORDER:

PCO #	Title	·——	Schedule Impact	Amount
993	DE 4021 - Chiservation Rooms Only			9200,923.00
			. Total:	3010,923,00

CHANGE ORDER LINE ITEMS:

PCO # 803: CE #021 - Observation Rooms Only

_#	Budget Gade	Description		Amount
1	(4-10 (0.0) (3cors & Frances 8.1 ardware	Room Observations		\$107,983.00
	00-10 00-0 Doors & Frances S Hardware	OccavFramea/Hardware		\$585.00
	09-10 02.0 Drywall & Framing,Citier	Drywall		\$53,660.00
4	99-69 00.0 Overticad			\$10,220,08
5	29-29-30 10.0 Ten			85,920,60
÷	89-99 20.0 Insurança	<u> </u>		sen1,m
_7	99-99 40.O Sales Tax	· .		\$12,722.35
l	,	<u> </u>	Grand Total:	\$200,823.00

The original (Centract Sum)

Net change by previously at thorized Change Orders

The nominant sum prior to this Change Order was

The contract sum will be increased by this Change Urder to the amount of \$200,825,00

The new contract sum including this Change Order will be

\$6,022,916,69

The contract line will not be changed by this Change Order.



Dave Hambles (Synoctic Design, Inc.) Switedts Design, Inc. 1111 W. University Dr. Suite® 104

Tempe, Artzona 35231

Castle Peak Holdlings 228 Park Ava & Suite 35792

New York , New York 18003

Deege Development LLC 11257 North 23rd Avenue

Pagenix, Arkona \$5029

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Doege Development LLC

Page 2 of 2

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Change Orce	# #4 CPH 642 (CT 58 LLC
CPF 642 RT 66 H C Change Order Date: 65/24/74 Change Ceder 6; 4	
The Cantrary is rhanged as follows:	
Description	Total
Original Clinth set Sum: Met Change by Previously Authorized Change Orders. Contract Sum Prior to This Change Order: Current Clienge Order Amount: 200 hs - Technology Rid Set	\$ 7,592,472.00 5 438,379.51 \$ 8,380.849.51 \$ 271,221.75 \$ 271,221.75
Naw Concrast Sulm	
Const.	Development U.C North 23rd Avenue Ansentx, A7 85029



Duege Davalogiment LLC 11217 North 23rt Avenue Phoenix, Arizona 65020 Fhone: (620) 242-5247

Froject: 24030 - 24030 Trailburn am Williams 842 E. Route 66 Williams, Arthoras 68048. Phona: 646-732-2005

Prime Contract Change Order #004: Technology Bid Set

TO Castle Peak Holdings

228 Park Ave S Suite 35) 92

Navy York , New York budge.

Daege Dayslophent LLC 11217 North 23rd Avenua

Pirpenis, Artxona 85029

DATE CREATED:

8/10/2024 Approved

CREATED BY:

Sers. Rolli (Doege Development LLC)

CONTRACT STATUS: DESIGNATED REVIEWER:

REVISION:

FROM:

REVIEWED BY:

DUE DATE:

REVIEW DATE:

QE/12/2007-)

INVOICED DATE:

PAID DATE;

SCHEDULE IMPACT:

£0 days EXECUTED:

REVISED SUBBTANTIAL

SIGNED CHANGE CRUER

RECEIVED BATE:

COMPLETION DATE: CONTRACT FOR:

1:2403C Tralloom

TOTAL AMOUNT:

\$271,221,78

DESCRIPTION:

CE#318 - Technology Bid Set Sea albacher, didallinki breakout. Decidated Grouiss par (D-VMDF Road)

VE-Run 2" contact underground. Remove & replace Asphalt. Note this is in anymon that the current expirelt is not to be replaced.

Che paich per room.

Includes AUD FALT B: TO to provide a pidea to add a 2nd Craft to every other guestioning There are 90 (knowledge by ADD price should be for (48) additional Colling should large should large at the essent breakbox becarbon, typning the faceplate in every-other zoon from a 1-pani facepable to e 2-built faceptate.

ATTACHMENTS:

Williams - Daggo UC#4 N5 24 24 pcf, Williams - Dosse Development CO#4 6.28.24 FXEGUTED.cdf, NTGGY045-04 (technology) Williams Proposel pdf, T1.1 Alth. Independent Markup with a <u>Findf, Trefboth conducts</u> and aspirell pdf.

POTENTIAL CHANGE ORDERS IN THIS GRANGE ORDER:

Pco≠	Title	 Schedulo Impact	Amount
994	CE 9018 Technology Bid Sat		\$971,221.78
l		Total:	\$271,221.78

CHANGE ORDER LINE REMB!

PCO # 004: CE #018 - Technology Bid Set

*	Budget Code	Description	Annount
1	26 O Electrical Other	Teconology Install	\$::90,568.91
3	26-00 30.C Electrical		520,851.00
3	Z6-00 C0.O Elactrical	· · · · · · · · · · · · · · · · · · ·	\$2,70u.cu
1.4	09-10 QUO Drywell & Francing Other	· · · · · · · · · · · · · · · · · · ·	\$4,900,00
5	99 88 30,0 Overtieed		821,884,79
ß	69.89.80 10.0 Fee		\$12,042.14
7	99-88 20 ₄ 0 higoranec		51,163.25
-	85498 43.O Spics Tax	·	\$17,170.87
		Grand Total:	\$271,221.76



Doega Devalormant III-G 11217 North 23rd Avenue Ptroenik, Artxona 85029 Plione (629) 242-5247

Project, 2403C - 2403C Trailborn for Williams 642 E. Boute 68 Williams, Artsona 56046 Phone: 846-782-2806

Printed On: W20/2024 | 01:58 PM EST

DRAFT

Prime Contract Potential Change Order #005: CE #018 - Technology Bid Set

TO: Castle Peak Heidings FROSI: Dooge Beveloamen; LLQ 220 Park Ave & 8izte 35792 11217 North 23rd Avenue New York : New York 10003 Phoenik, Artzona 65029 PGD NUMBER/REVISION: 1 24u2C Trailbern ats ra CONTRACT: REQUEST RECEIVED FROM: CREATED BY: Raia Holli (Disege Development LLC) STATUS: Craft CREATED DATE: 5/10/2024 REFERENCE: PRIME CONTRACT Чена CHANGE ORDER: FIELD CHANGE: LOCATION: ACCOUNTING METHOD: Amount Based SCHEDULE IMPACE: PAID IN FULL: executeo: Νa SIGNED CHANGE ORDER

RECEIVED DATE:

TOTAL AMOUND: 3271,221.76

POTENTIAL CHANGE ORDER TOLD: CIS #019 - Technology Rid Set

CHANGE REASON: Allowance

POTENTIAL CHANGE DROOF DESCRIPTION: [Txe Contract la Changed As Follows]

CE#038 - Tasharalagy Bid 8et See alleched detail bid breaknit Dedicated chouls per IDFMOF Room

Vis-Kun 2" confluit underground. Romovo & regioos Asphell, Nots Orie is in an area that the current asphalt is not to be replaced.

The order ADD (ALT O) TO to provide a price to add a 2td Calif to every other grestroom. There are SE Guescopome, to ADD price sticuld be for (4b) exiditional Cate cabites factor. Canting should laid at the same backtook location, turning the faceplate in every-other from a 1-port facepulte to a 2port foropials.

ATTACHMENTS:

NJS2 (145-04 Institute House Williams Egyposphjer) , Institute condults and suppositional , T1.1 ALI Underground Markup with Underground

*	Burliget Code	Description	Amount
1	26.0 Elastricat Other	Lectanology Install	\$190,595,91
	28-03-90,O Electrical	Deticated Electrical Circulia Per IDF Room	\$2,760.00
I—	51-10 00.0 Sile Cleaning	Remova Asphalt / Place 21 Conduit Replace Asphalt.	520,851.00
4	09-10 80.0 Diywal & Framing.Dihar	Drywell Patching 1 per Room	\$4,860.00
5	99-03 3C.O Overheart	Overhood & Profit	\$21,894,79
6	69-99-30 10.() Fes	Fan	\$92,042,16
7	99-93 VI.D listarence	Insure 106	£1,163.27
,F.	90-81 kB,C Sales Tax	Sales Tax .	517,170.06
		Grand Tufat:	\$271,221.76



Deve Hambler (Sysectic Design, Inc.) Sysectic Design, Inc. 13:1 W. Upwersity Dr. Scheet 04

Temps, Arizona 85281

SIGNATURE

DATE

Castle Peak Holdings 228 Park Avr. 3 Skitle 83792

New York , New York 10003

SIGNATURE DATE

Poage Development LLC 11287 North 23rd Avenue

Phoenix, Arizop∰ 050∦8

SIGNATURE

Оседа Development LLQ

Page 2 of 2

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Cha	rpt Order#3 - ES H 642 RT 66 LLC
SPH 642 RT 56 LTC Change Order Onte: 05/24/24 Change Order 9: 3	
The Control is thenged as to lowe:	Total
Original Contract Jum: Vet Change by Proviously Authoriting © angle Godards Contract Sum Prior to This Change Proven Current Change Order Amount: Prior 46 - ADA topic Booring Wolls	
New Cero act Sum:	\$* 0,030,84951*
COH 642 PT 65 U.C. Borts	Dooge Davidopine of LLC turnitiest
420 West 14th Smoot Builta 65F New Yeak, MY 100M william	11/217 North (3rd Argenus Phoen x, AZ 85029



Strage Davelopment (1-6) 11217 North 23rd Avenue ^Oncenix, Arizona 35029 ⁵none: (623) 243-5247

Project: 2403C - 2403C Tradoom (ng Witierna 842 E. Rosta 66. Williams, Arizona P6040 Phone: 648-732-2006

DRAFT

Prime Contract Potential Change Order #006: CE #017 - ADA Rooms Load Beart

TO: Casila Feek Holdings FROM: Doego Dovelopment LLC 228 Fark Ave S Sulls 36792 New York , New York 10003 11917 North 25rd Avenue Phoenix, Adzona 86029 PCO NUMBER/REVISION: CONTRACT 1 - 2403C Trailagra REQUEST RECEIVED FROM: Sura Roth (Drege Development LLC) CREATED BY: STATUS: Draft CREATED DATE: 5/23/2024 REFERENCE: PRIME CONTRACT Marie CHANGE ORDER: FIELD CHANGE; LOCATION: Amount Based

SCHEDULE IMPACT:

EXECUTED:

No

ACCOUNTING METHOR:

PAID IN FULL:

SIGNED CHANGE CROER

RECEIVED DATE:

TOTAL AMOUNTS

\$6,920.92

POTENTIAL CHANGE ORDER TITLE: CE 6017 ADA Rooms Load Beari

CHANGE REASON: ALDAMICS

POTENTIAL CHANGE GROER DESCRIPTION: (The Commer in Changed As Follows)

<u>CE #0: 7 - ADA</u> Rooms L<u>ead Bearing</u>

Load accornig wall need to build a Daadman wall that. Rémove wall and sould retraine and build a row harner.

AT ## CHMENTS:

Halimals, 1050_from PRICRITY_WALLS_U.C. ng/

#	Budget	Code Dawrip@n	Amount:
	09-00 D1.C ∃injahea	Fracting ADA ronfina	\$5,595.00
2	90 89 70,0 Overhead	Overhnag	\$553,54
	999-89 20 10.0 Fee	Fo2	\$207.73
_	99-99-20.0 fres eminos	Insuranca	\$25,79
L ³	99-29 40. O Sales, Tax	Salan Tag	\$436,86
L	<u> </u>	Granc Total:	\$6,930.82

Dave Nambler (Bynectic Design, Inc.)	Castle Peak Huldings	Doogs Development LLC
Synercio De⊋ign, Err. 1911 W. University Dr. Geim≜ Ta4	220 Ferk Ave 3 Suite 35782	11 247 No.4h 23rd Avenue
Terape, Arizona 84561	New York , New York 10003	Phoenix, Arlzona 85029
SIGNATURE DATE	SIGNATURE DATE	SIGNATURE Soy 5/34/24

Doege Developmen; LLC

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Cire	nge Order i/S - CPH C42 RT 63 LLC	
CPH 642, RT 66 LEC Charge Order Date: 6/17/24 Charge Order Re S		
The Contract is changed as follows:		
Date fpr on	·	Fotal
Original Contract Sup; Net Change by Previously Authorized Change Original Contract Sum Orlor to This Change Dicer: Current Change Order Amount: PCCast Shower Silcer Doors		\$ 7,392,477.03 \$ 769,599.27 \$ 8,802,071.27 \$ {92,439.81}
New Contract Sum.		\$ 8,269,630,45
CPH 642 RT CS LLC Owns 420 West 13th Street Suite SSE New York, NY 10014 October	Poegle Development LSC Corplete 11217 North 28rd Avenue Pincenia, AZ 85029 Address	_
Spans	Spania	_

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PCO #008

Dospe Development LLC 41217 North 23rd Avenus Pitter X, Arizona 55028 Pitters: (623) 242-5247

Project: 2403C - 2403C Tralborn Inn Williams 812 E. Raute 66

Williams, Arizona 66046 Phone: 648-732-2005

DRAFT

Prime Contract Potential Change Order #008: Shower Stider Doors/				
TO:	Gastle Peak Holdings 228 Perk Ave S Suite 55792 New York , New York (001)	FR OM ;	Duege Development LLC 11217 North Zird Avenus Phoonis, Arizona 65029	
PCO NUMBER/REVISION:	00873	CONTRACT:	1 - 2408C Trailburn	
REQUEST RECEIVED FROM:	•	CREATED BY:	Deanra James (Daege Development LLC)	
STATUS:	Drafi	GREATED DATE:	5/99/2024	
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	≑00€ - Shower Slider Doutaf	
FIELD CHANGE:	No		•	
LOCATION:		ACCOUNTING METHOD:	Amount Based	
SCHEDULE IMPACT:		PAID IN FULL:	No	
EXECUTED:	Ac	SIGNED CHANGE ORDER RECEIVED DATE:		
		TOTAL AMOUNT:	(\$32,430.81)	

POTENTIAL CHANGE ORDER TITLE: Snower Sider Decret

CHANGE REASON: Design Development

POTENTIAL CHANGE GROER DESCRIPTION: (The Contract is Changed As Follows)

CE #022 , Shower Slinter (Toors)Credit,

Shower door dealon the Leen changed from (1) single fixed glass door to a Disembline SHDR-1860720-06 stiding shower door with OT Rubbed Bronze finish. This change order covers manerial, shipping, handling and install of the new shower doors, as well as a cradil back for the debt between the original constal amount and the new emparit.

ATTACHMENTS:

ħ	Budget Code	:	Description		Amount
1	08 at 00,0 Whodows.Other	Original Shower Door	Contract Amount		S(175.203.00)
	00 50 00,0 Windows.Oll.er	Shower Griefs - Mode	I# Drea⊧ribie SHDR-1880726-0€	İ	994 994 33
3	08-50 CD.O Windows,Olher	hefall	·		\$94,175,00
-1	08-50 00.0 Windows.Other	Handling			\$3,276,00
δ	08-50 00.0 Windows.Gtter	Tax, O.P, Insurance			\$(4.265.14)
		,		Grand Total:	\$(32,439.81)

Dave Hambler (Synectic Design, Life.)

Synoptic Design, Inc. 1011 W. University Ca.

Suite# 10/

Tempé Arizona 95**2**01

Castle Poak Holdings

- 228 Hank Ave S Sulte 35792

New York , New York 10003

Duege Development LLC

11717 North 23rd Avenue

Phoenix, Arizona 85029

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

Doege Development Little

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Chi	2nge Order 46 - EPH R47 RT RG M C	
CP:4:642.37:66.100	-	
Change Order Date: 6/26/24		:
Change Order #: 6		
The Contract is changed as fullows:		
Description:	उद्भाव	
Criginal Contrast Supr;	9	7,392,472,00
Net Change by Freedously Authorized Change Orders:	- \$	677,159.46
Contract Sun: Prier to This Change Office:	<u></u>	B.269,531.45
Current Change Order Agricults	\$	00,312.22
20021 - Unforeseen Lead Prosont Bill (diag.4)		30,312.22
	····	
Vew Contrast Sum:	·· · · · · · · · · · · · · · · · · · ·	6,299,313.68
СРН 6-12 ЯТ 65 () С	Doege Development LLC	
Date:	Country	
420 Wost 541 (Sizeel Suite 630 New York, NY 100),4	11217 North 23rd Avegue Phoenix, A7 85029	
Address	Alfins	
David Better	TO A TEL	
Signiture	Synther	- -



Dünge Developmant T.C. 11217 Nurd: 28rd Avenue Phoenix, Arizona 85099 Phone: (623) 2/2-62/7

Project: 2403C - 2403C Yrolliom inn Williams 642 C. Route G6 Williams, Arizona 86046. Phone: 648-737-2005

DRAFT

Prime Contract Potential Change Order #021: Additional Remediation In Bullding #4 (Unforeseen Condition Of Lead Present in Wall Tile and Thin Setil

то.	Costle Peak Holdings 728 Park Ave S Sulic 35797 New York , New York 10003	FROM:	Doege Devel: pinent LLD 11217 North 23rd Avenue Phodrix, Adzena 65029
PCO NUMBER/REVISION:	C21 / O	CONTRACT:	1 - 24630 Traibem
REQUEST RECEIVED FROM	:	CREATED BY:	Shally Parker (Duege Development .1. 0)
OTATUS:	D'raft.	CREATED DATE:	E/13/2024
REFERENCE: .		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Ko		
LOCATION:		ACCOUNTING METHOD:	Ampuni Based
SCHEDULE IMPACT:	6 days	FAID IN FULL:	X2
EXECUTED;	\a	SIGNED CHANGE OKDER RECEIVED DAYR:	
		TOTAL AMOUNT:	₫80,312 22

POTENTIAL CHANGE ORDER TITLE: Additional Remediation to Englishing #4 (Unroressen Condition Or Lead Present in Wall Title and Thin Stat))

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION. (The Contract is Changed As Follows) Add Concil Remarket, on In Building 94 (Unforeseen Cradition Of Lead Present in Wall Tile and Thin Set)

(5 day duration to complete remarkation)

Additional Remodistion (See Attached Sproy Systems Additional Remodistion; pdf.)

White Spray Systems was studing Distring #4 there was an unforesean conflict of lead present in the way the and thin set that needs to be remediated.

- -Additional lead sampling, \$600.00, [Included below in lotal price)
- -Remediate the following rigos of ACM/LCM and approximate quantities: s. Lead we: title, 2040 Square Foot (8-1)
- ы. Ауыгара ол 41 SF ::eл гоот

Total: \$24,470.00

"No charge on Doege Development general concitions, per diero, supervision or hotel."

ATTACHMENTS:

Additional Abelianers in Building #9 - Dissence of Load in Wall Min and ThinseLoad ,Sorsy Systems 月199 /4 Additional Abstrace -1 and Present in Wall Tile and Tilin Set and Tilin Set and Training CO #21 Birds #4 Admining! Abatement - Universely Conditions Of Load Proport in Wall Tile and Thin Set -Pidures, edi", _lead <u>report, per</u>

#	:	Budgal Gude	Description	Amaics:
Ŀ		52-98 00.0 Abatameni . Other	Bidg #4 - Leed Sempling (See Spray Systems Additional Remodiation Pricing and Report)	\$600.00

Deage Davelronimi LLC

Page 1 of 2

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#	Budget Code	Description	Amauct
2	02-82 DC.O Albatement .Cthor	Bidg. 24 - Walt The and Thin Set Remodiation - Presunce of Lead (See Lead Survey Report)	829,670,00
<u> </u>		6uhtotal:	\$24,470.00
·	·	Overhead (10:00% Apolles to all line item types):	82,447.00
		≻ee (5.00% Apolise to all line item types (*	\$1,245.95
<u> </u>		Insuranțo (II 46% Apollas to all line ilem typos.):	\$130.01
ļ	-	Tax (6-76% Applies to all the item types.):	8: \$1936
<u></u>	-	Grand Total:	\$50,312.77

Cave Hambler (Bytecsic Design, for] Synaplic Design, Inc. 1111 W. University Ct. System 104

Tampo, Argena 85281

Castle Peak Holdinge 226 Perk Ave S Suite 36792

New York , New York forms.

Posge Development LLC 11217 North Ward Avenue

Photok, Arizona 85029

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

 Dongs Povolopment LLC
 Page 2 of 2
 Printed On: 6/14/2024 02:48 FM EDT

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cr	tange Ordar #7 - CPH C42 R1 66 ELC	
CPH G42 RT 66 LLC	<u>-</u> .	
Change Order Date: 6/27/24		
Change Order #: 7		
The Contract is shenged as follows:	· · · · · · · · · · · · · · · · · · ·	
Description		
		otal
Gziginal Contract Sum:		
Not Change by Providually Anthonized Change Orderso		\$ 4,592,472.03
Contract Sun Friar to This Change Orden	•	\$ 707,471.5R
Current Change Order Amount:		\$ 8,294,943,68
	<u></u>	\$ 85,718,71
FCO #17 - Bullding 1 Koof Replecement	<u>. </u>	\$ 35,718,73
	·	
New Contract Sums		\$ 33,96,562,39
CP. 1 042 RT 65 LCC	Odegn Provisopment LLC	
Denin .	Corondian	
COO West 14th Street Suite 658 New York, My 10014		
Hedring Street added 125 Mr W FSFK, NY 10001	11237 Morth 23rd Available Shoenix, AZ 95029	
David Better		- %
crower pear	- W 1/4- 2/20	/
advatoru —	1 - 1 VV Bacco	



Dodge Development LLC 41217 No. 1: 28rd Avertue Phoenty, Arizona 55:029 Phone: (623) 242-5247 Project: 2403C - 2403C Trailborn Inn (Willams 642 E. Route 66 Williams, Arisens 96046 Plione: 846-732-2005

DRAFT

Prime Contract Potential Change Order #017: Remove Existing Roof and Replace with a New Roof Buildings #1,

TO: Castic Peak Holdlage FROM: Doege Development (15) 20P Perk Ave S Suite 38792 382 Y North 23rd Avenue NAM YOR I NEW YORK TIXILTY Phoenik, Arizona 85029 PCO NUMBER/REVISION: CONTRACT: 1 - 2433C 7 tailborn REQUEST RECEIVED FROM: CREATED BY: Parker Wifort/Espa (Doege Development LLQ) SYATUS: Dreit CREATED DATE: 8/11/2000a REFERENCE: PRIME CONTRACT None CHANGE ORDER; FIELD CHANGE: Мо LOCATION: ACCOUNTING METHOD: Advatot Based SCHEDULE IMPACT: 15 days PAID IN FULL: Nο EXECUTED: No **6IGNED CHANGE URDER** RECEIVED DATE: TOTAL AMOUNT: 556,710,71

POTENTIAL CHANGE ORDER TITLE: Remove Existing Roof and Replace with a New Roof Buildings #1,

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: 'The Contract is Changed As Follows's Remove Existing Roof and Replace with a New Roof

Bullding #1(See attached Flagstaff Roofing Estimate)

- Remove Laminated comp. shingle rig. w/out folt (131 SQ).
- 2. Laminated comp. shing.e rfg. white fall (140 SQ)
- 3. S&R Modified bitumen roof self-actioning (8 SQ).
- ice & water barrier; Required in valleys, 2' inside exterior wall (northern merkets), and behind sidewall fashing per manufacturers specification and IRC.
 - (reference '08, '15, & '18 IRC, chapter 9, section R906 Asphalt Shingles) (2,500 SF)
- 5. Roofing felt : 30 h. (115.5Q)
- 6. Asphalt storter universal starter course: A shingle is typically 3' wide and 1' tell and are installed hedzontally. Unless both the roof eave and ridge are divisible by 3, then you will have an overhang of shingle that will need to be out off and cen't be used again. Sharter is a separate product and is not hiduded in waste. (6' 4 LF)
- 7. R&R Hip / Ridge cap out from 3 tab composition shingles: The manufacturer specs state that a 3-tab or taminated shingle cannot be re-purposed into a ridge cap because it will be altering the meterial from its originally intended form and purpose. (271 LP)
- 8, R&R Drip edge: 3x3 Drip Edge to match existing drip (614 LF)
- Paint trim une coat (614 LF)
- 10. R&R Flashing pipe jack (15 EA)
- 11. R&R Flashing plue jack split boot (6 EA)
- 12. Prime & paint roof jack (21 EA).
- R&R Exhaust cap through roof up to 4" (5 EA).
- 14. R&R Exhaust cap through roof 6* to 8* (1 EA)
- 15. R&R Furnace vent rain cap and storm collar, 8" (3 EA)
- 16. R&R Continuous ridge vent shingto-over style (88 LF)
- Prime & paint roof yent (12 FA)



18. Digital satellita system - Detach & reset (6 EA)

R&R Skylight flashing kit - dome (1 EA)

20. Detach & Reset Packaged all conditioning unit = 2 ton 13 SPER; Enriproper sistallation of the roof, the unit has to be detached. This line item is only for detaching and resetting duot work and electrical, it is not for the removal from the ground. (3 EA)

21. Crane and operator - 14 ton capacity - 65' extension boom: To properly and safety (nove the s/o unit from the roofline to the ground, wait for coofers to detech the stand, — finish shingling around the elbow, and resetting the stand, and moving the s/o unit bank from the ground to the sland on the roof. (12 HR)

22. Roofer – per hour: Roofer hours to ¢etach and reset ato stand and shingle around ato olbow after unit has been detached. (80 SQ)

23. Remove Attritional charge for high roof (2 stories or greater) (80 SQ)

24. Additional charge for high roof (2 stories or greater) (80 SC)

Subtotal: \$70,005.00

ATTACHMENTS/

Trailbo<u>rn Rata Card - COV</u>\$7 Remove E<u>xisting Roof and</u> Replace with a New <u>Roof (All Buildings #1, 42, 48, and #4, p.f.) , Estimate 3926 Iron: Playstaff Roofing ROO 313293 pdf , Roofing Rogort Pictures odf</u>

# Budget Code	Description	4 mount
1 57-50 00.0 Reaffing.Officer	Bidg, #1 Namova Existing Roof and Recisce with a New Roof (see description and Traillion Roof Report Polures)	\$75,005,00
·	Subtotal:	\$70,035.00
·	Overhead (10,00% Applies to all line .ism (vcea.).	\$7,000,50
	Fro (6.00% Applies to all line (am typea.):	83, 8 30 28
	hisutunes (0.46% Applies to all line .jam typea.j.:	\$371.94
	Tax (6.78% Applies to all line Sam types.):	85 400.99
	Grand Total:	\$86,718.71

Dave Hamblen (Synactic Dealgn, Inc.) Synactic Design, Inc. 1111 W. University Dr. Suite# 104

Tanun, Arizona 85261

Castle Peak Holdings 228 Park Ave 6 Stille 56792

New York , New York 10003

Poage Development LLC 11217 Nurli: 28td Avenue

Phodrix, Arizona 85029

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1	Diange Order NB - LPPH 642 Kir bill LLC 공학	
CM1 642 RF 65 U.C		
Change Order Date: 6/27/24		
Change Order#: B		
Ciali de Orael W. G		
The Contract is energed as follows:		
Description	. · · · · · · · · · · · · · · · · · · ·	राजन े
Asialand Santana Santa		
Original Contract Sum;		\$ 7,592,477.00
Net Change by Previously Authorized Ghange Orders	£	4 794,190.38
Contract Sumi Prior to This Change Order:		4 0,286,662.39
Current Change Order Aprobat:		\$ 31,996.91
FCO (126 - Building 2 Roof Replacement		\$ 31,906.01
New Captrag Sun:		\$ 19,419,659,301
DYH 642 3T 6611C	Dange Drawlopp ent IJ.C	
Outel	Caracteria	
430 Wast 14th Street Scrib 633 New York, NY 10014		
Adomera	Table to the second sec	
David Better	4 had 18/1/	
	1/2000/1/1/	
Signal Lov	Spring	



Duego Povaksprient LLC 11217 North 23rd Avenue Phoenix, Arizona 85029 Phoenix (523) 242-5247

Profect: 24930 - 24090 Trailborn Inn Williams 842 E. Rouse (b) Williams: Arlzona 36046 Phone: 840-782-9706

DRAFT

Prime Contract Potential Change Order #026: CE #029 - Remove Existing Roof

Carrio Peal, Holdings 278 Perk Ave S Sulto 38782 New York , New York (1993 0257)	PROM:	Charge Development LLC 11217 North 23rd Avenue Proents, Arizons 85020
026/0		
	CONTRACT;	1 - 2/ 05C Trailborn
-	CREATED BY:	Sera Roth (Doegs Revelopment LLC)
: ⊐rzſL	CREATED DATE:	6/26/2024
	PRIME CONTRACT CHANGE ORDER:	None
No		
	ACCOUNTING METINGS:	Amount Based
	PAID IN FULL:	No
Na	SIGNED CHANGE ORDER RECEIVED DATE;	
	TOTAL AMOUNT:	531,994.b1
•	데o ·	Orall CREATED DATE: PRIME CONTRACT CHANGE ORDER: NO ACCOUNTING METINGO: PAID IN FULL: SIGNED CHANGE ORDER RECEIVED DATE;

POTENTIAL CHANGE URDER TITLE: CE #322 - Remove Expling Roof

CHANGE REASON: Existing (Applition)

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed As Fullewi) Building #2 (See attached Flagstaff Roofing Estimate)

- Ramove Laminatod comp. shlingle rig. w/out felt (29 SQ)
- 2 Laminated comp. shingle rig. w/out felt (32 SQ)
- R&R Modified bitumen root self-achering (30 SQ)
- 4. Ice 8 water barrier: Required in valleys, 2" Inside exterior wall (northern markets), and behind sidewall flashing per manufacturers specification and

(reference 105, 115, & 118 IRC), chapter S. scolion R905 Aspha3 Shingles) (2,500 SP)

- Routing felt 30 lb. (670 SQ).
- 2. Asphalt starter universal starter course: A shingle is typically 3' wide and 1' tall and are installed bin ess both the roof cave and ddga are divisible by 3, then you will have an overhang of shingle that will need to be cut off and can't be used again. Starter is a senarate product and is not included in waste. (614 LF)
- R&R Nip / Ridge cap out from 8 lab composition shingles: The manufacturer space state that a 3-tab or faminated shingle cannot be re purposed into a ridge cap because it will be afterly the material from its originally intended form end purpose. (111 f.F)
- 4 R&R Drio edge: (825 LF)
- Paint trim one cost (825 LH)
- Bar Fleshing pipe Jack (7 EA)
- R&R Flashing pipe jack sufit boot (2 EA)
- Prime & paint roof jack (9 EA)
- R&R Continuous ridge vont shingle-over sMc (100).F)
- Prime & caint for vent (4 EA)
- 11 Remove Additional charge for high mof (2 stories or greater) (45 SQ).
- Additional charge for high roof (2 stories or greater) (45 SQ)
- R&R Rop vert domer type Metal (4 EA)



14. Step flashing (60 LF)

R&R Counterfleshing - Apren fleshing (60 LF)

Subtotal:

\$25,830.00

Any additional rotted/damaged fescia or plywood will be an additional cost.

ATTACHMENTS:

Estimate 3928 from Flagstelf Roofing ROC 318293 pdf . Boofing Raport Pictures pdf . Trailboo Rays Card - COff17 Remove Existing Boof and Replace with a New Boof (All Buildings #1444) visx

# Budget Code	Description	Amount
1 07-50 00,0 Roofing Other	Higg #2 Remove Existing Root and Replace with a New Root (see description)	\$25,630.00
	Subtotal:	\$25,830.60
	Overhead (10.00% Apphosite all line Item types):	82,693.03
	Fee (5.00% Applies to all line dam types.);	\$1,420,65
<u> </u>	Insurance (0.46% Applies to all the Item types.):	\$:37,23
· · · · · · · · ·	Tax (6.78% Applies to all the familypes.):	82,026,03
	Grand Total:	\$31,996,91

Dave Hambleh (Synaptic Design, Inc.) Synaptic Design, Inc. 1111 W. University (1), Selte∮ 104

Татра, Апхоно 65261

Castle Peak Holdings 228 Park Ave 5 Butta 35792

Now York , New York 10003

Doege Bevelopmant () © 11217 North X3rri Avenue

Phaenix, Arlzone 86029

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Page 2 of 2

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Chi	singe Ordor #9 - CPM 842 Kin 65 LUC	
CPF C42 RT 66 LLC		
Change Order Date: 6/27/24		
Change Order #: 9		
The Contract is changed as follows:		
Jestriafion	<u> </u>	Total .
		1000
Original Contract Sym:		2 25014:178
Met Charge by Previously Authorized Change Orders:		\$ 7,592,472.00
Card and Sulfi Prior to This Claringe Order:		\$ 826,187.50
Surrent Change Order Amacht:		\$ 8,423,630.9D \$ 95,540.60
FCD #77 - Building & Hanf Replacement		
A STATE OF THE MENT OF THE PERSON OF THE PER		\$ 95,544,80
New Contract Sum:		-··· ·
NEW LITTUS SUBS		<u> 5</u> 8,514,204.10
CARREST SELECTION	Draege Development ILC	
Ounc	Creeclest	
420 West 14th Street Suite 65F New York, NY COUL4	11717 North Stad America Character Attentions	
Adunar	11217 North 23rd Avenue Phoenix, Az asuzs	
David Better	3/11/1//	
caree center	Call To Stall	
Specture	Sales	
	/	



Doege Development LLC 11217 North 23rd Avenue Phannix, Arisona 85029 Phann: (323) 242-5247 Project: 2403C - 2403C Trailbart |nr W**i**llams 542 C. Route 66 Williams, Arizona 80046 Phone: **846**-702-2005

DRAFT

Prime Contract Potential Change Order #027: CE #029 - Remove Existing Roof

TO: Castle Feas Holdings FROM: Coege Development LLC 228 Plank Ave 5 5(5e 35782) 11217 Nodh 28to Aven ie How York | New York 100ES r^al'uenix, Arizuna 85059. PCO NUMBER/REVISION: 0277c CONTRACT: 1 - 2403C Trailborn REQUEST RECEIVED FROM: CREATED BY: Sata Roth (Doogs Development LLC) BITATUS: Dief: CREATEL DATE: 0/28/2024 REFERENCE: PRIME CONTRACT Иоль CHANGE ORDER: FIELD CHANGE: I.CCATION: An ding S ACCOUNTING METHOD: Amount Based 90HEDULE IMPACT: 15 days PAID IN FULL: Nο EXECUTED: Nο SIGNED CHANGE ORDER REGEIVED DATE: TOTAL AMOUNT: \$65,544,80

FOTENTIAL CHANGE ORDER TITLE: CB 6028 - Remove Besting Roof

CHANGE HEARON: Edeting Condition

POTENTIAL CHANGE ORDER DESCRIPTION; (The Contract is Changed As Follows)

Building #3 (See attached Flagstaff Roofing Estimate)

- I. Ramove Leminated comp. shingle rfg. wout felt (93 SQ).
- Laminated comp. shingle rfg. w/out felt (105 SQ)
- 3 R&R Modified bitumen roof self-adhering (50 SQ)
- Ice & water burrier: Required in valleys, 2' inside exterior wall (northern markets), and behind sideweil flashing per manufacturers specification and IRC.(reference '06, '15, & '18 IRC, chapter 9, acction R905 Asphalt Shingles) (2,500 SE)
- Roofing felt 30 lb. (70 SQ);
- 6. Asphalt starter: universal starter course: A shingle is typically 3' wide and 1' tall and are installed United both the roof days and ridge are divisible by 3, then you

will have an overhang of shingle that will need to be out off and confride used again. Starter is a separate product and is not included in waste, (730 LF)

- R&R Hip / Ridge dab out from 3 tab composition shingles; The manufacturer specs state that a 3-tab or lemineted shingle cannot be re purposed into a ridge cap because it will be aftering the material from its originalty intended form and purpose. (318 SF)
- 2. R&R Drip sage (730 LF)
- 3 Paint trim one coat (730 LF)
- Step fleshing: Regulated for exeas where a roof meets a well at an engle not running parallel with the ground and freference '06, '15, & '18 IRC, freference '06, '15, & '18 IRC, chapter 9, section R905 Asphalt Shingles, onde R905.2.8.3 Striewall fleshing), (115 LH)
- R&R Counterflashing Aprox flashing: Required for areas where L-flashing or step flashing exists and by IRC. [reference '06, '15, & '18 IRC, chapter 9, section R905 Aspiralt Shingles, code R905.2.8.3 Sklewalt flashing]. (115 LF)
- 8 R&R Flashing plpa Jack (18 EA).
- Prime & pain: mot jack (18 FA).



Prime & paint roof vent (14 EA)

Remove Additional charge for high roof (2 stones or greater) (93 SQ)

10. Additional charge for high roof (2 stories or greater) (93 SQ)

1. R&R Roof vent - dominer type - Motel (14 EA) R&R Aluminim wall coping (70 LF)

Subtotal: \$77,130.00

Any additional rotted/damaged fascia or plywood will be an additional cost.

ATTACHMENTS:

Estima<u>re, 3526, Jibm, Flaustatt Appting, 200, 31,32/3, pdf</u> , <u>Repting Reptid Flaures, pdf , Thailbron Repti Gard OD#17 Remove Edisting Rooting</u> <u> Herdeta with a New Roof (</u>All Br<u>itdings 판구국(</u>):day

# Hudger Code	Liesculption	 Amount
1 07-50 00:0 Roofing.Other	Rtig (3 Romove Existing Ruof and Replace with a May Roof (See Description)	\$77.430,05
·	Subtotal:	\$77,130.00,
<u> </u>	Ownthead (10,00% Applies to all line (le.n. lypes):	87,218,50
<u> </u>	Fee (5.05% Applies to all tind (tan) types.):	\$4.242.1N
··· — — —	Instrument (0.46% Applies (c all line item types.):	8% 09.7 9
<u> </u>	Tax (6.7Hy, Applies to all the item types.):	S3,049,66
<u> </u>	Grand Total:	395,524.60

Dave Hamblen (Symeotic Dasign, Inc.) Synodic Design, Inc. 1101 W. Udiversity On. 805@164

Teripa, Arizona 65281

Castle Peak Holdings 22**5 Park Av**n S Suite 98792

New York , New York 10303.

O.D. tramgolayed agend 40217 North, 23rd Avenue

Physanix, Artzona 85029

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Син е42 в Гве ц.С		
Change Order Data; 6/27/26		
Change Order U: 10		
1.		
The Coultract is changed as follows:		
Description		Total
Original Contract Sum:		\$ 7582AT230
Not Change by Previously Authorized Change Orders:		\$ 921,732.50
Contract Sum Prior to This Change Order:		5 8,514,234.10
Corrent Change Order Account.		5 04,652.00
PCO \$28 - Bullding 4 Boof Representant	· ·	\$ 94,6529°
New Contract Surju	· · · · · · · ·	5 8,608,837.02
CP: 1 G42 Ni' 65 1,1G	Dange Revelopment tLC	
Com	Cometany	- -
430 West 04th Street Suita 555 New York, NY 2001 K	31217 Worth ZBm: Avenue Phrienix, AZ 83029	_
David Botter	+ Self State	
dy day	Adulta Adulta	€



Doega Development ILC 11217 North 23rd Avenue Piccerix, Arizona (8029 Franci (825) 242-5247

Project: 24630 - 24030 Trailborn für Williams 643 E. Routa 66 Williams, Af≠ons 80046 Phone: 846-782-2006

DRAFT

Prime Contract Potential Change Order #028: CE #029 - Remove Existing Roof

то;	Ceatle Fleak Holdings 228 Park Ave S Suite 35/52 New York , New York 1600S	FRDM;	Briege Development H.C 11217 Acrth 48rd Avanue Priositis, Angens 39029
PCO NUMBER/REVISION:	02875	CONTRACT:	1 - 2403G T. e3bahr
REQUEST RECEIVED FROM:		CREATED BY:	Sars Roth (Duege Devalepment LLC)
S WILS:	Draft	CREATED DAFE:	6/28/20/24
REFERENCE;		PRIME CONTRACT CHANGE ORDER:	Up. 5
TIĞLD CHANGE:	\c		
LOCATION:	Building 4	ACCOUNTING METHOD:	Amount Based:
SCHEDULE IMPACT;	15 days	PAID IN FULL:	No
EXECUTED;	Чо	SIGNED CHANGE ORDER RECEIVED DATE:	
<u> </u>		TOTAL AMOUNT:	\$04,652.90

POTENTIAL CHANGE ORDER TITLE: Ch #1/28 - Remove Existing Roof

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Curinad la Changeri As Follows) Building #4 (See attached Flagstaff Roofing Estimate)

- Remove Laminated comp. shingle rig. w/out felt (93 SQ)
- 2. Laminated comp. shingle rfg. Wout felt (105 SQ)
- 3. R&R Mod/flud bitumen roof salf-edhering (50 SQ)
- Ide & water barrier; Required in valleys, 2" inside exterior wall (northern markets), and behind sidewall flashing per manufacturers specification and IRC (reference '06, '15, & '16 IRC, enepter 9, section R905 Asphalt Shingles) (2500, SF)
- 5 Ruoling felt 30 lb. (70 කල)
- 6. Asphalf starter universal starter course: A shingle is typically 3' wide and 1' tall and are instalted horizontally. Unless both the roof cave and ridge are divisible by 3, then you will have an overhang of shingle that will need to be cut of and con't be used again. Starter is a separate product and is not included in wasta (730 LF).
- 7 R&R Hip / Ridge cap cut from 3 tab composition shingles: The manufacturer specs state that a 3-tab or archated shingle cannot be re-purcosed into a ridge cap because it will be affecting the material from its originally intended form and purpose. (918 LF)
- ⁹ R&R Orlp edge (730 LF)
- Paint Irin one coat (730 LF).
- 10. Step flashing: Required for areas where a roof meets a wall at an angle not running parallel with the ground and [reference '06, '15, & '18 IRC, chapter 9, section R905 Asphalt Shingles, code R905.2.8.3 Sidewall flashing] (115 LF).
- H. R&R Counterflashing Acron flashing: Required for areas where L-flashing or step flashing exists and by [reference vi6, '15, & '15 IRC, chapter 9, section R905]

Asphall Shingles, code (3935,2,5,3 Sidova, dashli gj. (f15 _F).

- R&R Flashing place jeck (18 EA)
- Prime & paint roof jack (18 FA).
- Remove Additional charge for high roof (2 stories or greater) (93 SQ).

Dogo Nevelopment Euch



- Additional charge for high roof (2 stories or greater) (93 SQ)
- R&R Roof vent dom er type Metal (14 EA)
- 6. R&R Aluminum wall coping (70 LF)
- A Bid kem Masorry/Draft Stops (1 EA)
- Clean Up all Rhofing Materials

5 Haul all Depris From Site

Subtotal: \$76,410.00

Any additional rotted/damaged fascia or plywood will be an additional cost.

ATTACHMENTS:

<u>Estimate 302</u>6 Joh<u>m Especial Rection 300 313292 ad</u>ft, Ro<u>stony Report Pictures pdft, Tr**eibe**m Rain Gard - 00#17 Remayo Salskrig Roof Sad</u> <u>ਲੋਗਰ</u>≦ਵਰ <u>ਅਧਿ a New Raof (A) ਤੁਸ਼ੀਗੁਰੂਨਡ</u> #1√<u>44 (.2</u>Jax

# Budget Sode 1 07-56 00.0 Reching.Officer	Blog #4 Remove Existing Roof and Roplace with a New Roof (asa description)	Amount \$76,410.00
	5ebtofal:	\$70 ,4 10.00
T — — — — —	Overhood (10,00% Applies to an tine Rent Types, p.	à7,841.00
<u> </u>	Fee (5.89% Applies to all line Itom types.):	\$4,202.55
	Insurance (0.46% Applies to all the item types.):	\$405.97
	Pax (8.73% Applies to et fine item types.);	\$5,983.08
 	Grand Yotal;	\$94,652,90

Dave Hamisleri (Synectic Design, brc.) Synactic Design, Inc. 11f1 W. University Dr. Side# 104

Tryppe, Altzona 95201 New York , New York 10gos

Reagle Dave/apment LLC 11217 North 23rd Avenue

Phoenix, Arizona 85029

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

Castle Poak Holdings

2**2**0 Park Ave S Suits 36792

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Cha	enge Order #12 - CPH \$42 RT 66 ILC	
CPH 647 RT 66 LLC		
Change Order Date: 7/2/24		
Change Order #; 3]		
The Contrast is changool as follows:		·· · · · · · · · · · · · · · · · · · ·
Description .	Total	
···		
Original Constact Surra	·	7,552,472.00
Not Change by Previously Authorized Change Circlare		1,016,785 00
Contract Sum Prior to This Change Order:		
Current Change Driver Amount:		8.698,857,00 5 107,534,84
PCD #9 - CMI Drawings Belth	— ·—— · · · · · · · · · · · · · · · · ·	
The same same	 - -	107,534 89
New Contract Surp;		···
The A Committee of the	 :	3,715,351,85
. In . da. day and .		
CFF 642 RT 66 LLC	Roege Development LLC	
awa.	Consulting	
420 West 14th Stree: Suite 080 New York, NY 10014	11217 North 23rd Avenue Phoener, AZ 85029	
Actions	ASCRETE OF A CONTROL OF A CONTR	
Vavid Better	11 11 11 1	
LANGE COULE		
System 1	Strature /	

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PCO #009

Doege Revoloament LLC 11217 North 23rd Avenue Efficiency Arizona 45029 Efficient (623) 242-5247 Project: 2409C - 2409C Tralloom Inn Williams 642 E. Route 66 Williams, Arizona 86046

Phone: 546-732-2005

DRAFT

Prime Contract Potential Change Order #009: Civil Drawings Delta 1 Dated 11/20/23 Architectural Changes Dated 12/12/23

		<u> </u>	
FO:	Castle Perk Hordings 228 Park Ave Si Seite 35792 New York , New York 18066	FROM:	Dauge Devalopment LLU 11X17 North 25rd Avenue Phoenix, Arizona 85829
PCO NUMBER/REVISION;	069 (1)	CONTRACT	1 - 2403C Trailborn
REQUEST RECEIVED FROM:		CREATED BY:	Safa Reth (Doege Development LEC)
SIATUS:	Draf.	CREATED DATE;	6/3/2024
REFERENCE;		PRIME CONTRACT CHANGE ORDER:	Nore
FIELO GHANGE:	VD.		
LOCATION:		ACCOUNTING METHOD:	Articul Besed
SCHEDULE IMPACT:	5 days	PAID IN FULL:	No.
EXECUTED;	An	SIGNED CHANGE ORDER RECEIVED DATE:	
<u> </u>	· · · · · · · · · · · · · · · · · · ·	TOTAL AMOUNT:	\$107.584.89

POTENTIAL CHANGE ORDER TITLE: Civil Drawings Dotte 1 Dated 11/20/23 Architectural Changes Dated 12/12/23

CHANGE REASON: Dasign Development

POTENTIAL CHANGE ORDER DESCRIPTION; (The Contract is Changed As Anthous) CE #023 - Civil Drawings Botto 1 Dated 15/20/23 Architoctural Chances Dated 12/12/23

A1.1- Archi Ris Plan 12/12/2020

- Demo Sidewalk Building 4
- Decilio Landsqaping
- Creft* Retaining Wall

A1.2 -Sile Plan Now 1717/2023

Wineel Stops

Q5/C7 - Morth/Scuth Grading

- Safety Curb Added
- Har dicap (ຈັງກຸທຣັງກາວດຸລາຣັດຄົນ)

G8/C8-St:rm

Changed from 16" (*DPE to 24"

No charge on Doege Development general conditions, por diam, supervision or hotel.
EV CHARGING NOT INCLUDE::

ATTACHMENTS:

Doega Development ..LC

Page Lot 2

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CB salkey Curb signs.pdf . At .2 ARCHITECTURAL SITE FLAN - NEW Ray 0 markup.gdf . C8 Sidowsk signs.gdf . At .1 ARCHITECTURAL SITE PLAN - REMO Rev.) markup.gdf . LP Excayaring Plan change dated 11.20.23 - QE 128.pdf . Traffingt Rate Card DOR 005 CN Draydog Galla 1 Dates 11.20.33 Arch Changes Dated 12.12.23.pdf

#	Budget Code	Description	Amount
1	02-45 E0.0 site	LP Renzova Commeto Sidoyraik at Ruliding #4 see Pg A1.1	\$6.20
. 2	03-33 10.0 Miss Concrete	10 Apphall Patching at Building #4 sea Pg A1/	\$19,546,00
3	32 30 00.0 Site Improvements .Other	LP Siddwalk @ Landscaping see Fig 66/67	91//88.80
E	02-40 (0.0) site	LP 18" HDEP to 24" HDEP ase Pg C8/C9	\$2,772700
5	03-00-00.0 Cor crate	LP Credit Rotalising Wall Demo Building 2 sec 2g A1.1	3(1,437,50)
L¢.	32-20 00.0 Striping and Signage Uther	LP Wheel Stops soo Pg A1.2	S12 (000.0::
	32-30 00.0 Sile improvements .Other	LP Safety Curbs see Pg CB/C7	\$10 657.00
3	33-30 10.O Miss Comm ts	LP Handicap Symtot/Sign ase Pg OS/C7	83,481.00
- 9	03-00 00.C/ Concrete	LP Remarking exterior Corridor concrete (Bldg 4) see Pg A1,5	≨9,180.0 2.
15	03400 20.0 Concrete	LP 4" Exterior Contidus Gray Constrolo (Ring 4) see Pg A1.2	\$0.00
:1	02-40 00,0 alie	∟гонар	\$13,797,68
12	702-40 00.0 s ie	L ^{to} Detrio Landscaping sae ⊇g A1./ Induded O3.>	\$19,617,00
13	02-46 00.0 sije	Andilitonal Survey	\$2,500.00
·		Subtotal:	\$86,809.18
	`	Overhead 10% (10,00% Applies to all the flem types.):	65, 680, 2 2
		Fee 5% (5.00% Applies to g. line from types.)	94,774,50
:-		Insurance 0.46% (0.45% Applies to all fine item types):	\$401.22
<u> </u>		TAX 6.76% (6.78% Applies to all the Semilyposik	\$6,809.07
		Grand Total:	\$107,534,80

Dava Hamblen (Synectic Design, Inc.) Synectic Design, Inc. 1111 W. University Dr. Suite# 104

Ташра, Айтола 25281

Castle Peak Holdings 228 Park Ave 3 Suite 35792

New York , New York 10003

Doege Development LL G 11217 North 23rd Avenua

Phoenix, Arbona 86029

SIGNATURE DATE SIGNATURE DATE

Coage Development LLC

Page 2 of 2

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GH 643 RT LΩ LIC	enge Grifor#12 - CPH 682 RT 66 Ltd
Change Order Date: 7/3/74	
Change Order th: 12	
The Contract is changed as follows:	
Geschation	
Reining Control on	Total
Original Contract Sum:	<u>\$_7,582,472.00</u>
Net Change by Previously Authorized Change Orders:	\$ 1,123,915.as
Contract Sum Physica Trils Change Orden	\$ 8,716,391.20
Current Change Ords: A recurt:	\$ 76,459.18
PCF. 416 - Asbastos Abatemes: LBuilding 1.8. Fool	\$ 75,4\$8.1£.
New Contract Styre :	5 6,732,345 o7
Ø/1642@T 66 LLC	
Chippy	Coage Development LLC
120 Wes: 22th Street Suito 655 New York, NY 19014	11227 North 23rd Avenue Phoanix, AZ 95028
*sires	Address A
David Better	121402 -
daning.	Sendory



Doga Covolopment LLC 11217 North 23rd Avenue Phoenix, Arizona 85029 Plime: (623) 342-5247

Project: 24030 - 24030 Trailborn Inc Williams 942 E. Roula 05 Williams, Arizone 86046 Fhone; 645-702-2005

DRAFT.

Prime Contract Potential Change Order #016: Asbestos Abatement Building #1 and Pool

10:	Castle Psak Holdings 228 Heik Arm 5 Suite 35792 New York : New York 18033	FROM:	Duege Development In () 11217 North 20rd Avenue
PCO NUMBEA,REVISION: REQUEST RECEIVED FROM: STATUS; REFERENCE:	E1670 Sara Rolf (Doega Development LLC) Dhai:	CONTRACT: CREATED BY: CREATED DATE: PRUME CONTRACT	Photolix, Arizona (5023 1 - 2403C Trallborn shally Parker (Doege Devolupment LLD 6/11/2024 None
FIELD CITANGE: LOCATION;	No Building 1	CHANGE DREER: ACCOUNTING METHOD:	A
CHEDIÚLE IMPACT: SXECUTEO:	Nn	PAID IN FULL; SIGNED CHANGE ORDER RECEIVED DATE:	Aroun: Based No .
		TOTAL AMOUNT:	876,450.18

POTENTIAL CHANGE ORDER TITLE: Aspestos Apeternant Britishing #1 and Poul

CHANGE REASON: Existing Condition

PRITENTIAL CHANGE CROSS DESCRIPTION: (150 Contract is Changed As Follows) Asbestos Survey By Stralight Line Environment Cated 12/09/2023

Building #1 - Abatement - (Spray Systems, see attached proposal)

- Drywall 12,176st.
- First floor northwest bathrooms and storage closet, and second floor southeast managers quarters.
- Unnleum (see attached for highlighted drawing A1.14).
- Shingles (see etlethed to highlighted drawing A1-14)

&chtc/al:502,830,00

1.Drywell at areas of abotoment to remain

Subtotal:\$12,728.00

Pool - (Spray Systems, see attached proposal)

Pool and Spa Plastor, 1000sf.

Subtotal; \$14,120.00

Third party environmental consultant - (Spray Systems, see attached proposal)

Contact third party environmental consultant (TPEC) to perform final viewal inspection and sir disarance sampling.

Bubliotal (\$2840.0g

EXCLUDES: Demolition of wall hasning . Cuilding #1 northwest manager quarters, building #1 sitchen, r'oubic layer drywall, #0/wall above file second-floor ceiling, i.e. attic space, cobinets, loidats, chowers, lights, etc.

Doeye Drivotopineni LLC

Pege 1 n/2

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ATTACHMENTS:

Astersing Sulvey - Trailborg off ,Trailborg - Provel Mediup R0 pdf ,P04-0251 DOFGE - TRAILAGRN BLUG 1 POOL pdf

# Budge: Code		Althount
1 C2-82 00.0 Abeloment .Other	Drywall 12,178 of first floor puritiwest tethnorms at a slorage queet, and second -floor southeast managers quarters. Shingles and Lineteum.	83 × 830.00
2 102-02 (III.O Abatement Officer	Paol and Sus Plaster thoost	\$14,120.00
3 22-32 (0.0 Anglement ,0ther	Third Party Environmental Consultant (TPPc)	\$21,840,00
4 09-10 00:0 Dryan' & Framing Cine	Drywaii at areae of abotismeral to remain	\$12,120,50
	Adried General Concilional Project trianagement/ Supervision accounted for in revised building 1 C.O.	\$0.00
· — — — — _	Subtețal:	361,716.00
	(Iverhead (10.00) to Adults to all she flore types.):	\$6,171.90
	Fee (5.00% Applies to ability item typec.):	\$3,354,49
<u> </u>	Insurance (0.46% Applies to all line item types.):	5327.91
<u> </u>	Fax (6.76% Applies to all lind Sero types (;	\$4,940 88
	Grand Total:	376,453,18

Dave Hamblen (Synaptic Design, Inc.) Synaptic Design, Inc. 141t W. University Dr. Shiloff 104

Тетіре, Айголи **552**91

Castle Peak Holdings 775 Park Ave S Suite 35792

New York , New York 10006

Dooge Dave openent LLC 11217 North 23rd Avenue

Phoenix, Artzona 39025

SIGNATURE DATE SIGNATURE DATE DIGNATURE DATE

Doege Development LLC

Page 2 of 2

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Clia	inge Order III3 - LPH 642 RT 65 IX C	
CPH 642 PT 66 U.C	•	
Change Order Date: 1/2/24		
Change Order III 13		
		F
The Congract is changed as follows:		
Descript hin	Teta	
Enginal Contract Sum:		\$ 7,592,472.00
Net Change by Previously Authorized Change (Indees:		3 1,200,879.07
Contract Sum Prior to this Change Onder:		\$ 8,792,845,07
Corregt Change Cride: Amount;		\$ 102,612.35
PCC iIC9 - Pool & Spa Scepe		\$ 102,692_#S
	· 	3 (02,652.35
NeW Contract Sum:		5 2 301 102 42
1217 - 2211 452 - 2211		\$ 8,895,537.46
CHI 542 RT 86 C.C.	Looga Development LLC	
Own/3	Samuelann:	
770 West 14th Shoot Suitness New York, NY 10014	11217 North 23rd Avenue Phote ix, A2 85029	
Address	Interior and a second	
David Better		
	JAN VIC	
*Youth	Variation	



Doege Devironment LLD t1217 North 23rd Avenue Phoenix, Afizera 85029. Phone: (625) 242-6247

Project: 24030 - 24030 Trallbern ton Williams 642 E. Roizs 88 Williams, Artzona B6D+6 Prane, 846-732-2005

DRAFT

Prime Contract Potential Change Order #019: Remove and Replace Existing Interior/Exterior Pool and Spa (To Include Plaster, Equipment, Plumbing, Decking, and Ladder/Handrails)

TO:	Castle Feak Holdings 278 Park //ve & Suite 35792 New York , New York 18063	FROM:	Dange Development LLC 17217 North 23td Avenue Prinents, Artzona 65029
PCO NUMBER/REVISION:	019 (d	CONTRACT:	1 - 24D2C Treilborn
REQUEST RECEIVED FROM:		CREATED BY:	Stiefly Factor (Dosga Davelopment LLC)
\$TATUS:	Draft	CREATED DATE:	0/97/2074
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHARGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE MIPAGT:	AQ deys	PAID IN FUI L:	Ne
EXECUTED;	No	SIGNED CHANGE ORDER RECEIVED DATE;	
		TOTAL AMOUNT;	\$102,692.39

POTENTIAL CHANGE ORDER TITLE: Remove and Hapkass Existing Interior/Exterior Pout and Spd (To include Plaster, Equipment, Plantship, ್ರೀಚಿಸಲ್ಲ, and LuddenHandkalls)

CHANGE REASON: Existing Condition

PO "ENTIAL CHANGE ORDER DESCRIPTION: (The Contract in Changed As Follows)

Remove and Replace Existing Interior/Exterior Pool and Spa (To Include Plaster, Equipment, Plumbing, Decking, and Ladder/Handraits).

(30 they installation time)

DEMO (See Attached Trailborn inn Remode: Plan)

-CHIP OUT EXISTING PLASTER IN POOL & SPAIREMOVE -EXISTING WATERLINE TILE IN POOL & SPAIREMOVE & DISCARD HANDRAILS FOR FOOL & SPAIREMOVE & DISCARD HANDRAILS FOR FOOL & SPAIREMOVE

REMOVE & DISCARD LADDER IN POOL HEMOVE & DISCARD EXISTING PUMP FRITER & REATERS FOR POOL & SPA

SAVABUTIAND REMOVE A 61 BAND OF HAISTING POOL DECK PHOM WEST LOGO TO NEW WATER LEVELER LOCATIONS OF HOCK & SHA CRILL HOLE IN POOL & SPA WALLS FOR WATER LEVELEA EQUALIZER LINES.

PLUMBING (584 Attached Trailborn kin Remodel Plan)

PRISTALL NEW YACOUM BREAKER & HOSE BHEAT POXILEQUIPMENT ROOM AND INSTALL NEW 35 PVC WALLED INFERRED WARD FROM NEW VACUUM BRIF4KHR TO NEW WATER LEVELERS

HINSTALL NEW ATER LEVELERS ON FOOL & SPA

HISTALL NEW POOL & SPA EQUIPMENT & REBURLD BOTH SINCTION & RETURN HEADERS FOR POOL & SPA

<u>GAS (869 Altiachart Trailgoth Inn Ramodel Plan)</u> INSTALL 20 LF OF NEW 2" PF 649 LINE, 18" BELOW (BRADE WITH BGA YELLOW (RACHR WIRE, FROW GAS METER TO WEST WALL OF POOL EQUIPMENT ROOM

- INSTALL 2" DALWANIX-D GAS LINE STRAPPED ON INTERIOR WALLS OF POOL EQUIPMENT ROOM WITH CONENCTIONS TO POOL AND SPA HEA) CRG

ELECTRIC [See Attacked Trailborn Inn Remodal Plan)

FIRSTALL NEW WHITE LED POOL LIGHT AND WHITE LED SPATIGHT & REQUID EXISTING J-BUXES FOR LIGHTS
FIRSTALL W CONDUST AROUND POOL EQUIPMENT ROOM WITH J-BOXES AT EACH PLMP AND HEATER LOCALIONS TO ALLOW FLEX. COMPUT CONNECTIONS FOR POOR FOUR MENT COMPONENTS, (SACH PLIMP III SHOULD BE INSTALLED ON SEPARATE BREAKERS).

Doese Development LLC

Page 1 of \$

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- INSTALL CONDUIT & SEPARATE CIRCUIT FOR EQUIPMENT ROOM LIGHTING (EXISTING FLOURES) ENTILIBRIT FIXTURE)
- HINSTALL AN ELECTRICAL OLD LET ON EAR TWO J. OF POOL EQUIPMENT ROOM. INSTALL THE FOLLOWING DRIGAKING SIZES & TYPES FOR THESE CIRCLETTS:
- 20A 2-POLE GFOLBREAKER FOR POCL FILTRATION PUMP
- 20A 2-POLE GECT BREAKER FOR SEA FILTRATION PUMP
- 20A 2 FOLE GECT BREAKER FOR SPAITHERAPY JET PUMP
- 15/12/POLE BREAKER FOR SPAINIR KLOWER
- 15A 1-POLH ERBAKER WITH CONNECTED GECHOUTLET FOR POOL AND SPALIGHTS WHITTERMATIC TIMER.
- 154, I-POLE EREAKER FOR POUL CHEMICAL TREATMENT EQUIPMENT
- 15A 1-POLE ERRAKER WITH CONNECTED GHOLOUTLET FOR EQUIPMENT HOLIVICION FOR SIGHTING

- EQUIPMENT (See Attached Trailisonn Inn Ramodel Plat)
 -PCOL HILTER: TRITTON CITE/1410 SAND FILTER (1411316)
- -POOL FUTER PUMP: INTELLITION 3 HP VSF (0.11075)
- -POOL HEATER; ETI 400 NG POOL HEATER (46/1/13)
- PODILLIGHT: A TELLIBRITE ARCH SERIES WHITE (402141) 9PA FILTER: TRITON CITETINGS SAND FILTER (140315)

- -SPA PILTER DUMP, INTELLIFLOXI 3 HP VSF (011075) -SPA THERAPY JET PUMP; IN (HTILLE) OS SIHE VSF (011078) W/ RELAY BOARD (3565652)
- 54A HEATER, ETI 250 KG 84A HEATER (461002)
- -ALF BLOWER: FLUIT 1 HP COMMERICAL BLOWER (VPC400P-5T)
- -SI'VELIGHT: INTIGLI (ORITE ARCH SERIES WHITE (602195)
- -POCL LADDER: SAF 3-STEP CROSS-BRACHII (CH13363S)
- POCL PALIX 0: 60" 2-DEND DECK TO POOL (OTT 260)
- «SPA RAUJNO: 18/ 2-DEND DECK TO POUL (DTP24A)
- -REMOVE EXISTING ADAICHAIR LIFT AND REPLACE WITH NEW PORABLE AUGITEUR PT mobel.

DECKING (See Attached Treliborn Inc Remode) Pien)

- -STRIP OFF EXISITING DECK SURFACE
- -POWER WAS HALL DECK SURFACES FILLTROAT ALL NOTICEABLE CRACKS
- RESURFACE ALL DECK SURFACES WITH NEW ACRYSTIC LACE DECK COATING
- IILE ISPA Attached Trailbom Inn Raincal Plan) -WA' ERLINE TII.E: NESC-656 COBALT DLUE
- -STEP TRIM: 2 ROWS OF 11 COBBLESTONE SNT-138 COBALTIQUED

IN) ERIOR FINISH (See Attached Trailborn Inn Remodel Flan)

- -POSE INTERIOR: UWC COMMERCIAL QUARTZ SERIES COMMERCIAL WHITE
- -SPAINTERIOR; SAME AS POOL

Water Fill and Start Up (See stracted Trailborn Jon Pool Romantal Combact)

- -REFULL POOL/SPA WITH WATER
- -RESTART THE FILTRAHON PUMPS
- -ADMINISTER THE STARTUP CHEMICALS

ALFACILMENTS:

Ballborn Fin Regross Flatipoth , Trailings on <u>JWillers Pool Regrode</u>) Contract<u>poth</u> , <u>Trailings Card - COVI 9 Remove and Replace Existing</u> <u>inlerior</u> Cylerior Paol <u>ond Sea Pleate</u>r Equipment P<u>lumbing Dacking and Lipi</u>der <u>Handra Island</u>

_#	Budget Code	Description	Angaunt
1	22 60 00.0 Remove and Replana Existing Intertor Exterior Poul and Spa	Remove and teplace interior/exterior pon lend apa placier, equipment, plumbing, deciding and ladder thendralis (see Tratibum and Williams Pao: Remodel Contract)	6122,000,00
2	22-53 90.0 Remove and Replace Exhaling .atter or/Exterior Pool and Spa	Revioue & Replace Chair Uit with Portable	co.net,e2
3	22-50 0tt.O Kemove and Replace Evising Interior/Exterior Pool and Spa	Credit Decking Prep	\$(7,400,00)

[&]quot;Wo charge on Doege Devolopment general conditions, per dicm, expension, FfM, is hole!" (To he on separate Chenge Order)



,_#_	Budget Code	Description	Amosini
4_	22-60 00.0 Remove and Replace Existing Interior Exterior Pool and Spa	Credit From Contract - Furnish and Instel. New Actylle Poul Decking - Stroke Gray	\$(41,450.00)
L		Subtotal:	\$82,900.00
		Overhead (10,00% Applies to all, ineliternity,see.):	GB,290.D0
<u> </u>		Fee (5.07% Applies to all lina light types.):	\$4,559.50
<u> </u>	·	Insurance (0.46% Applies to all line (tem types.);	\$440.45
		Tex (5.76% Applies to all line item types.);	SE,502.44
L		Grand Total:	5102,682.39

Dave Halublen (Synactic Design, Inc.) Synectic Design, Inc. 1111 W. University Dr. Sulte# 164

Tentpe, Arizona 65281

Castle Peak Holdings 223 Park Ave S Suite 35792

New York , New York 10003

Doege Davelopment III © 11217 North 23rd Avenue

Phodnix, Arzona 85/129

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

Energy Development LLC Page 3 of 3 Printed On: 6/19/2024 (34:09 PM EDT

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	rge Order JUS - CPH 642 RT 56 LLC		
O2H 642 RT 66 H C	· •		
Crange Order Bates 7/17/7%			
Change Cirder #: 15			
The Contract is changed as follows:			
Dascription		Tótal	
		10101	
Original Contract Sum:		s	7,592,472.00
Not Change by Freviously Authorized Change Orders			1,420,546,01
Contract Sum Prior to This Change Orden			9.013,118.01
Corrent Change Grider Amount;		Š	34,792.97
FCO #20: New Insulation on Top of Debling Insulation			
Puildings #2, #3, F.4			94,798,97
	<u> </u>	<u>,</u>	
New Confront Sum:			э,ий,эть,ав
Trans and . E. E. Comp.			2,041,,3222317
C2H 642 RT 66 LLC	Doege Development LUC		
(Incer	Carda Zare		
420 West 14th Street Strite 655 New York, NY 10014	15717 North 38rd Avenue Phoenix, AZ 85029		
List an	Address		
David Better		_	
David Detter		>	
America	Simple		



Ecogo Development II. G 11217 North Zin: Avenue Pholentx, Anzana #5029 Phone: (320) 242-5247 Project: 24030 - 24030 Tre8bom Inn Williams 542 B. Roede 86 Williams, Argone 86046 Fitone, 646-782-2005

DRAFT

Prime Contract Potential Change Order #020: New Insulation On Top Of Existing Insulation Above Ceiling / Attic Space (Buildings #2, #3, and #4)

		<u> </u>	
TO:	Daette Peatr Holdings 925 Park Ave Si Suite 35/92 New York , New York 10003	FROM:	Disege Development LLC 13217 North Pärd Aventie Phoenix, Arizona 85029
PCO NUMBER/REVISION:	023/8	CONTRACT:	1 - 2403C Traibbin
REQUEST RECEIVED FROM:	•	CREATED BY:	Shelly Parker (Doego Development (LC)
STATUS:	Unart	CREATED DATE:	€/13/25/24
REFERENCE:		PRIME CONTRACT CHANGE ORDER;	Мопр
FIELD CHANGE;	Nn		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	7 daya	PAID IN FULL:	No.
EXECUTED;	No	SIGNED CHANGE ORDER RECEIVED DATE:	•
		TOTAL AMOUNT:	%5°,798.97

POTENTIAL CHANGE ORDER TITLE: New Insulation On Top Of Existing Insulation Abovo Colling / Attic Space (Buildings 42, #3, ami ﷺ)

CHANGE REASON: Halating Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract to Changed As Follows):

New Insulation (Bulldings #2, #3, and #4)

(7 Days installation of insulation (Fiberglass R-49 IBL KN Jet Stream Ultra BW 32 LB Blow)

Building #2 (See attached Insulation Bid)

New insulation on top of existing (Fiberglass R-49 IBL KN Jet Stream Ultra BW 32 LB Blow)

Bullding #3 (See attached Insulation Bid)

Naw Institution on top of existing (Fibergless R-49 IRL KN Jet Stuam Ultra BW 32 LB Blow)

Bullding #4 (See attached Insulation Bid)

New insulation on top of existing (Fiberglass R-49 IBL KN Jet Stream Litra BW 22 LB Blow)

Total: \$28,092,00

"Titls price does not include Bullding #1"

Orall stop, the block, fire stop (IGC 718.4.5, 718.4.2 and 718.4.3 or locally adopted equivalent), and the cated contributing are not included within Contractor's Work unless apenifically listed above.

"'No charge on Duage Development general conditions, per dism, or hotal."

ATTACHMENTS:

<u> Existing Insulation - 1.)ng , "Existing Insulation - 2.jpg , "Existing Insulation - 5.jpg </u>

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PCQ #020

: ₩	Budget Code	Description	Amount
1	07-00-00.0 Thermal and Moisture Protection New Insulation on top of existing Insulation Fibergless R-49 IBL XN Let Stream Ultra RW 32(h (Bulldings #2, #8, and #4)		\$28,092.00
		Subtotal;	\$20,092,00
		Overhead (10,00% Applies to all line from types.):	\$2,890.20
		Fee (5:00% Applies to all line from types.):	
		Insurance (0.46% Applies to all line florr types.):	8149.25
<u> </u>		"ax (6.76% Applies to all line item typea.):	\$2,208.46
		Grand Total:	\$34,798.87

Dave Hombleh (Syncotte Dasign, Inc.) Syncotic Design, Inc. 1111 W. Juwerally Dr. Scile# 104

Tampa, Artzona 85261

Castle Peak Holdings 228 Park Ave \$ Suite 35702

New York , New York 16083

Dage Development LLC (12) **North 22rd Average

Phaenik, Africana 05029

RIGNATURE DATE SIGNATURE DATE

Doago Development LLC

Page 2 of 2

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UPH 642 RT 65 HC	Change Order #17 - CPH #47.5T 66 LLC
Change Order Date: 7/26/74	, , ,
Change Order 4: 17	
<u> </u>	

	iged es follotos.

ness, prien		•	 	 	· · · · ·		100	Total		
Original Contract	.Sum:							<	7.592	472.00
Net Cinnge by Pr								<u> </u>		D16.53
Contract Sum Pri- Corrent Change (- 5		488.53
PCO 32 - Site W						_				177,40 177,40
		'							: <u>*2</u>	X - 11,1-0
New Comrect Su	111:							- \$	9,056	66,744

CPH 642 RT 66 (J f)

Doege Development LLC trivident

420 West 14th Simpli Stiffe 65E Mew York, NY 10014

Address -

11217 North 23rd Synnue Phoenix, AZ 85029 rukrete



Dosge Drevskymant (LC 113:7 North 23rd Avenua Phrenix, Arianca 89023 Phone: (623) 242-5247

Project: 24030 - 24030 - radborn fan Williams 042 E. Stoute 66 Williams, Artzena 86046 Plane: 646-732-2006

DRAFT

Prime Contract Potential Change Order #032: CE #047 - Site Water Line Leak

ΥΔ.	Cootin Peak Holdings 223 Park Avo S Suite 35792 New York How York (0003	FROM:	Duege Development (LC 112] / North 23rd Avenue Pacents, Arizona 85079
PG0 NUMBER/REVIAION*	03270	CONTRACT:	1 - 2403C Treilbam
R≓QUEST RECFIVED FROM:		CREATED BY:	Sara Roh (Doage Development LLC)
STATUS:	fle-ci	CREATED DATE:	7/19/2024
REFERENCE:		PRIME CONTRACT CHANGE ORNER:	≈918 - CE 6047 - She Water I no Loak
FIELD CITANGE:	No		
LOCATION:	\$3B	ACCOUNTING METHOD:	Amous Based
BCHEDULE IMPACT)	¥ days	PAID IN FULL:	Na
EXECUTED.	No	SIGNED CHANGE ORDER RECEIVED DAJE;	
		TOTAL AMOUNT:	581177.40

POTENTIAL CHANGE DROER TITLE: CE WQ47 - 3 is Water Line Leak

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER BESCHIPTION: (The Contract is Changed As Follows) GE 904 (... Sile, Webs, Line, Lens) Water line Leak, Locata, Repair

ATTACHMENTS:

 $[\underline{\text{MS}}_10] \underbrace{\text{Rights}}_{\text{coll}} + \underbrace{\text{JMG}}_{\text{coll}} \underbrace{\text{Right}}_{\text{coll}} + \underbrace{\text{IMG}}_{\text{coll}} \underbrace{\text{MS}}_{\text{coll}} \underbrace{\text{1017.jpeg}}_{\text{coll}} + \underbrace{\text{Imvoirs}}_{\text{coll}} \underbrace{\text{H124728B41}}_{\text{coll}} \underbrace{\text{pel}}_{\text{coll}}$

A Budget Code	Description	Amount
22-0. 90,0 Plumbing	Locale & Repair Water Line Leak & Coupling	\$2,665.00
<u></u>	Subtotpl:	\$2,585.00
·—	Overhead (10.00% Applies In at . or item types.):	3255.5C
<u> </u>	Fixe (6.0XPX, Applies to eit Trie Term synos.):	\$144 OF
	Insurance (C.46% Applies to all insulant types.):	813.63
—	Tax (6.76% Applies to a Hind fram types.);	\$201.19
	Grand Yotal:	\$5,177,40

		Grand Total: \$5,177.40
Dave Hamblen (Synectic Besign, Inc.)	Castle Peak Holdings	Dnega Javalup, Hent LLC
Syneptic Design, Inc., 1011 W. Uklyorsky Dr., Sullet/L104		11.217 North 23rd Avenue
T≘mµo, Artacha B5281	New York , New York 100g3	Fincer x Arizona 95026
SIGNATURE DAT	E SIGNATURE D	ATE SIĞNATÜRE DATE
Bosgle Devolopmer LILLO	P⊭ge 1 of 1	Printed Car. 7/19/2024 (4:51 PM EDT



Doaga Development LLC 11217 North 23rd Avenue Fricenik, Arbinaa 85023 Phone: (683) 742-5247

Project: 24030 - 24030 Traffborn Irai Williams 842 E. Royla 66 W∥ams, Arizona d6046 [©]1000: 646-7**32**-2005

Prime Contract Change Order #018: CE #047 - Site Water Line Leak

TQ: Castle Peak Holdings

728 Park Ave S Suite 35792

New York , Naw York 16903

Doogo Davelopment LLC 11.217 North 28 til Avenue

Phoenix, Arizona 65(129)

DATE CREATED:

7/18/7/024

CREATED BY:

Sara Roth (Deege Development LLC)

CONTRACT STATUS:

Approved

REVISION:

FROM:

DESIGNATED REVIEWER:

REVIEWED BY: REVIEW DATE:

37/26/5/024

INVOICED DATE:

DUE DATE:

PAID DATE;

SCHEDULE IMPACT:

2 6609

EXECUTED:

Na

REVISED SUBSTANTIAL COMPLETION DATE:

SIGNED CHANGE ORDER

RECEIVED DATE:

CONTRACT FOR:

1:2403C Trailborn

TOTAL AMOUNT:

53,177,40

DESCRIPTION:

CE 6047 - Sile Water I ma Lesk Water line Lenk, Uneale, Repair

ATTACHMENTS:

Invoice #11217258[1].pdf, IMG_1017.men, IMG_1018.jpeg, IMG_1019.jpen, IMG_1016.jpeg

PUTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER

- +10110	E BINDIO BIOLOGICA.		
PCO i	Title	Schedule Impact	Amount
032	CE #347 - Sile Water Line Loak	2 days	\$3,177.40
1		Total:	\$3,177,40

CHANGE ORDER LINE ITEMS:

PCO # 882: CE #047 - Site Wester I Inc Leak

#	Budget Code	Dascription	Amount
1 2	2-00 CD,O Plambing	Locate & Repair Water Line Loak @ Coupling	\$2,568300)
		Subtotal:	\$2,566.00
		CVeiliged (10.00% Applies to all time frees.):	\$25€,50
		Fee (5.00% Applies to all line item types.);	£111./J8
		Insurance (0.46% Applies to all the form types.);	\$13,98
		Two (6,76% Applies to all line item types.):	\$201.19
_		Grand Total:	\$3,177.40

The original (Contract Burn)

£7,582,472,30

Net change by previously authorized Change Orders

£1,345,435.98

The contract sum prior to the Change Order was

\$8,937,907,98

The contract sum will be increased by this Ottange Order in the amount of The riew contract sum including this Change Order will be

£3,177.40 \$8,941,085,38

he contract time will be increased by this Change Order by 2 days.



Dave Hambleh (Synectic Dasign, Inc.) Synertic Design, Inc. \$111 W. University Sr. Suita# 104

Tempe, Arizona 85284

Castle Peak Holdings 228 Park Ave S Suže 35792

New York , New York 10003

Doege Development LLC 11217 North 23rd Aver be

Phoenix, Arizona 85029

SIGNATURE

DALE

SIGNATURE

DAVE

SIGNATURE

DATE

	Change Order (Izo - CPH 542	RTÉSILC	· · · · · .	
CPH 542 RT 65 LLC				
Cliange Order Date; 7/22/74				
Clienge Order #: 16				:
The Contract is changed as follows:		··· - ···		
Description			Cotal	
Original Contract Stone			5	7,502,471,00
Net Change by Proviously Authorized Change	Orders:			1,455,444.98
Contract Sum Prior to this Change Order:			3	9,947,916.38
Correct Flyange Order Autount:			2	7,574,55
CD 16- Hard Dig	· ·			7,571.55
May Contract Sum:			-	2,098,488.43
CPH 642 RF GB LLC	Dange Development EU	<u>c</u>		•••
440 (Nest 14th Street Suite SSE Novy York, NY	19014 11217 North 23rd Aven	gue Phoenix, AZ 85029		
WYNess	Nayee			
))	



Doegs Development L10 11217 North 23rd Avenue Phoerox, Arixona 65025 Phune; (920) 242-5247

Project: 2403C - 2403C Traitem I in Williams 642 F. Route 66 Williams Arzona 86046 Phone: 645-732-2005

DRAFT

Prime Contract Change Order #016: CE #045 - Hard Dig

1.[]: Castle Peak Haldings

228 Park Ave S Sulfo 35792

New York : New York 10003

FROM:

Daege Development LLC

11217 North 23rd Avenus

Phosnix, Arizona 36029

DATE CREATEC:

7/18/2024

CREATED BY:

Sert. Roth (Duege Development LLC)

CUNTRACT STATUS:

Orat:

REVISION:

DESIGNATED REVIEWER:

REVIEWED BY:

DUB DATE:

REVIEW DATE:

INVESCED DATE:

SCHEDULE IMPACT:

PAID DATE:

9 days

EXECUTED;

REVISED SUBSTANTIAL

SIONED CHANGE ORDER

COMPLETION DATE:

RECEIVED DAYE:

\$7,571.55

Νo

CONTRACT FOR:

1:2403G Traitharg

TOTAL AMOUNT:

DESCRIPTION: SE #I45 - Hauf Dig Hard Dig Jone 2024 Hard Dig July 2024

ATTACHMENTS:

Ruck (98 8.24.24) juji 8 25 24 pdf, Equipment Raies 2024 judi, Rigoti, ex 7.1 24 to 7.11 24 pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

P00#	î litja	Schedule impact	Amplint
031 CH:#0/5 - Hard Dig			\$7,571.55
		Tulal:	57.571.56

CHANGE ORDER LINE ITEMS:

PCU # 031; CE #045 - Hard Dig

. #	Budgat Code		Description		Amount
1 02-40 00.0 sile		Herd Cip June 2024			63,088,50
2 02-40 00.0 sile		Hard Dig July 2024			\$35,04B.70
				Subtotal:	\$6,112.25
			Overflead (10,00% Applied	e to all line item lypes.):	\$ 611.23
			Fos (5,00% Applia:	to all lina item types.):	6336.17
			Insurance (0.40% Applies	s to all line item types.):	\$22,47
			Tax (6.78% Applies	a to all line item typos.): j	8479.43
i <u></u>				Grand Total:	\$7,571.65

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CPH 642 % 65 Cut Chongo Order Dute: 7/12/24 Change Order ft: 14	өгже ündni #14 - СРН 642 R1 яв шс	
Fire Curbact is oberiged as folknys:		
.Description		l'ata
Drighte: Contract Sum: Nell Change by Previously Authorized Change Crolers: Contract Sum Prior to Thir Change Chiler: Current Change Chiler Amount: PEO #14 - Asphault Changes Ruiding 8 & 4 due to existing asphault condition 81 New Contract Sum:		\$ 7.512,473,00 \$ 1,533,05.46 \$ 0,835,537.45 \$ 117,580.55 \$ 117,580.55
CFA 542 BT 66 ELC	Ocego Development U.C.	\$ 8,773,11801
420 Ward 19th Struct Suite OSP New York, NY 10114 David Better	11217 North 23rd Avenue Phippins, AZ 85027	



(Doega Daw/comentible) 11217 North 2ard Avenue Рапосиіх, Аламаі 05029 Phone: (823)242-5247

Project: 2403C - 2403C Traibon for Williams 642 3. Rabje 66 Williams, Arizona 86046 Phone: 646-702-2005

DRAFT

Prime Contract Potential Change Order #014: Asphalt Changes Building 3 & 4 due to existing asphalt condition R1

ro:	Cashb Peak Holdings #28 Park Arm S Stiffe 35792 New York , New York 10008	FROM:	Doage Development LC 10217 North 20rd Avenue Proents, Arizana 85029
PCO NUMBER/REVISION:	91470	CONTRACT:	1 - 2403C Trailbotts
REQUEST RECEIVED FROM:	David Duege (Doogn Davelopment LLC)	CREATED BY:	Perker Wilfert-Espa Dooge Development LLC
STATUS:	Drait	CREATED DATE:	6/6/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No.		
LOCATION:		ACCOUNTING METHOD:	Amount Besed
SIGHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	₩o	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	F117,580,55

POTENTIAL CHANGE ORDER TITLE: Aspiral Changes Hulding 3 & 4 due to existing asphall condition R1

CHANGE REASON: Design Covelupment

POTENTIAL CHANGE ORDER DESCRIPTION: (The Compact is Changed its Follows)

<u>Nuptrall Charges Hullofing 3.8.4</u> Existing Conditions- Per Plan Not To Remove Asphall, between the sree- Credities and for underground conduit amo

ATTACHMENTS:

Staut Cherne Revised 6.11 24 psf . At 1 Asphet Markup - Odpof , Photos Of Asphalt Petching Needed in Frank Of Building A and Wast Of Building 3.5df

F#	Budget Code	Description	Amount
_1	32-80 00.0 Site (mprovaments .Other	Remove existing rephalt in front of building 3 are pg. A1.1 (or highlighted area, this area was to remain as is, 910 SY @ \$2.00	12,74# 00
	32-90 00,O Site Improvements .Other	3in explicit in front of building 3 Pg A1.2 socialignlighted stress 5 in SY at 555.00	\$50,360.00
<u>.</u>	22-40 (01.0 sin	Credit RSR Asphalt arrunderground conduit Incation	\$(2,886.50)j
<u> </u>	3230 00,0 Elle lapravements Other	Fine Grade Subgrade in from of Bullding #3 per Pg A1,2 see highlighted areas 910 SY @ 94,90	34,498,40
5_	07-43 CO.O sibs	Remove & Replace Asphalt West of Building 222 SY & \$62.95	313,965.50

²³⁵ charge on Poege Development general conditions, per diem, supervision or botel.**



#]	Budget Codo	Description	Amount
8	S2-65 D3.Q Şitg İmproventesilm .Qthor	Patching Asphalt and Seaf Cueting Existing Asphalt in Front of invitating A1.2 nounerous patches disa to axiating conditions 2008 SY இ S12.50	
\vdash	·	Suisiota!:	S64,919.70
<u> </u>	·	Overhead (10,00% Applies to all the item types.):	\$8,491.97
_		Fas (5.00% Apulles to all the fram types it	\$5,223.53
	<u></u>	neuranna (0,46% Applies to all the item types,);	\$504.30
1 -	<u></u>	Tax (8.76%, Applies to all finalitem types.):	37,445.15
L		Grand Total:	\$117,5HO.55

Dave Hamblen (Synectic Design, Inc.) Synectic Design, Inc. 1111 W. University Dr., 3016#104

Tempe, Arzona 85281

Castle Peak Holdings 298 Perk Ave S Guite 05752

New York , New York 10003

Flooge Development LLC 11217 North 23rd Avenue

Phoenik, Arkzana ∂509@

SIGNATURE DATE SIGNATURE DATE

Drage (Tevelopmsvi) LLC

Page 9 of 2

Printed On: 7/10/2024, 06/49 PM EDT.

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Change	Order (I20 - CPH 642 RT 56 ELC	
CPI 842 शर 65 LLC Giunge Order Date: 8/72/24 Change Order (5 20	· .	
The Contract is changed as follows:	···-	
Description		
Original Cardinal Sum: Net Change by Proviously Authoritied Change Orders: Contract Sum Prior to This Change Orders Culture Change Order Amount: 200.36 - Offsite Permit POD 37 - PA SCs, PM , Demo, Mesonry, Concrete,		\$ 7,592,472.02 \$ 1,719,077.20 \$ 9,511,540.22 \$ 715,744.87 \$ 3,685.75 \$ 207,909.12
New Contract Sum:		\$ 5,527,344.08
CR:1662 KT 56 LLC Davin 420 West 14th Street Suite 650 New York, NY LOTIL4 White David Better	Prege Development III. Constitut 1227 North 2 Inc Avenue Phoenix, A2 85079 Matrice	
Stronger	July 17 Th	



Doege Development LLC 11217 North 28rd Avenua Phoenix, Arlvoya 86029 Phone: (623) 2424<u>42</u>47

Project: 2403C - 2403C Trailborn Inn Williams 642 F. Route 66 Williams, Arizona 90046 Phone: 846 722-2015

Bara Roth (Bodge Development LLC)

Doega Development H.C 113: 7 North 33 d'Averne

Phoen's, Arizona 85029

1 - 24000 Trailborn

DRAFT

Prime Contract Potential Change Order #036: CE #064 - Offsite Permit

FROM:

CUNTRACE

CREATED BY:

CREATED DATE:

PRIME CONTRACT CITANGE ORDER:

70: Castia Pask Holdings

228 Park Ave & Sufe 85752 New York : New York 10002

03676

PCO NUMBER/REVISION;

REQUEST RECEMEN FROM:

БТАТИЯ;

REFERENCE; **RELO CHANGE:**

ΧÞ

LOCATION:

SCHEDULE INPACT;

EXECUTED:

Schedule attached, Na

Draft

ACCOUNTING METHOD: Amount Based

PAID IN FULL.

SIGNED CHANGE ORDER

RECEIVED DATE:

TOTAL AMOUNTS

Νa

an 5/2024

\$3,589,75

POTENTIAL CHANGE ORDER TITLES CR #054 - Olisib Herrill

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed dia Follows)

CE #364 - <u>Difsite Pe</u>miji

Caraine Permit. Design Paid for to construe Rigule 66 work.

ATTACHMENTS:

Çijejle.pdf

.#	Budget Goda	Description	Amount
		O'Asite Permit	\$3,302 37
; ² .	01-Ot 00,0 Project Managemant & Labor Burden	PM Comdination	8150.00
<u>:</u> —		Subcotal:	33,452.27
		Tax (0.76% Applies to all little item (goas.):	1283 38
1	<u> </u>	Grend Total:	\$3,665.7 5

Davo Hambles (t	Symultic	Design.	. Inc.;
Synactic Degran.	lae, 1111	W. Jako	om IV Du

Fulsett 104

Типре, Аліхора 8520°

Castle Hoak Helisimas 228 Park Ave S 500e 35762

New York , New York THERS.

Daege Covelancing 4 LUC 11207 North 23rd Avenue

SIGNATURE DATE SICNALURE

DATE

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Doogo Sevalapment LLC

Раде 1 об 1

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PCO #037

Doogo DownSymer (ICLC 11217 North Sard Avenue Phoenix, Artsona 95069 Phono: (823) 342-6247

Project: 2469C - 2469C Traibent (m. Williams 642 S. Route G3 Williams, Africae 88049 Phone, 848-752-2005

DRAFT

Prime Contract Potential Change Order #037: Trailborn Public Space Building #1, R16 (For Construction Set) Drawing Changes Dated 5/10/2024 to include Project Management/Supervision, General Conditions, Demo, Masonry, Concrete, and Insulation

10:	Cosite Faak Hyle itigs 228 Park Ave S Suite 35792 New York , New York 13033	FROM:	Doego Davahu mart (U.C. 11247 North 28rd Avenue Floenio, Anzona 00028
PCO NUMBERIREVISION:	037/0	CONTRACT:	1 - 24030 Traitborn
REQUEST RECEIVED FROM:		CREATED BY:	Shelfy Parker (Bong's Boyofopman) (U.C)
aragus:	ା ଜା	CREATED DATE:	8/21/2024
REFERENCE:		PIGME CONTRACT CHANGE ORDER:	Nores
FIELD CHANGE:	Na		
LOCATION:		ACCOUNTING MENTIOD:	Amount Based
SCHEDULG IMPACT:	Scredule Attached	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DA E:	
		TOTAL AMOUNT:	\$211,809.12

POTENTIAL CHANGE ORESTRITTLE: Trailing Public Space Authling #1, R16 (For Construction Ser) Drawing Changes Dated 5/10/2024 to Include Project Management/Supervision, General Conditions, Demo, Malach y, Constate, and Insulation

CHANGE REASON; Design Development

POLIENT(AL CHANGE DROER OF BORIP (100): "The Contract is Clientyed to Folious)

CE 9070 - Trailboth Public Space Building #1, R15 (For Construction Set) Drawing Changes Deted 6/46/2024 to India to Project Management/Supervision, Schools Conditions Detection, Meconsy, Conductor, and Insulation.

This project is a renewation of the existing "Public Space Building" to Include the (samp hall, rectinoms, contyreparted) lives, but the second of the rectinoms, contyreparted (lives, but the rectinoms, contyreparted) lives, but the rectinoms of the rectinoms.

Additional Cost Breakdown Of Added/Shanged Scope Only: [See Adected Exhibit A Proposat]

Project Management and By pervision (Added at a reformulate) \$105,308

General Conditions (Added at a registeral rate) - \$37,936

Domer - \$11,000

Masonry • 81,800 Conscrete • \$1,475 Insulation • \$8,524

AT FACEIMENTS:

Extrine Wil-Promobal Lifetille Space Building Bridupti



#	Budget Code	Description	Amount
1	01-30-20.0 Froject Supervision & Cabot Buiden	Project Management/Supervision	\$124,300,00
·	of-ed do.d Capper Conditions	Digripolers, General Labor, Site Office Ruphiles, Bluepoints, Temporary Facilities, etc.	\$37,9080.00
	82-40 00,0 sits	DelNoSilium - Interiosiliux tertor	\$8,637.00
4	04-00 08.0 Mesony	Марапру	\$1,800.00
	09-QC 03.O Concrete	:Copaole	81.475.11
6	07-00 nti.o Yatamai a iJ Molslute Protection	\$19.65bon	\$8 521.00
	<u></u>	Subtatal:	\$182,680.11
_	<u>-</u> -	Overhead (4.50% Aptitios in all line termiyaes.);	\$8,220.00
	<u></u>	Hot (3.50% Apolies in all and term types.):	\$6,681,58
		histirance (0.46% Applies to all the fearigpes.);	\$900.08
		Tax (9.75% Ap.:lies to all line item types):	919,418,00
		Grand Total:	9211,969.12

Days Hanifolon (Synectic Devign, Inc.)
Synards: Design, Inc. 1111 of, University Dr. Sülle/1104
tempe, Anzona 55281

Castle Feel Holdings 226 Park Ave 3 Guite 35742

New York , New York 10008

21217 Forth 28/1 Avenue

Воздо Вечејоријані I,I С

Phoenix, Arigan Estade

SIGNATURE DATE SIGNATURE NATE

SIGNATUR

Doogle Davie/opinional LLC

Page 2 of 2

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CPH 647, FT 66 LLC Change Order Date: 8/32/24 Change Order II: 22	ranga Cridor #22 - CPH 647 RT 64 () (<u></u>
The Contract is charged as follows:		· · · · · · · · · · · · · · · · · · ·
Original Contract Sum- We: Charge by Previously Anthorized Change Order Contract Sum Prior to This Change Order: Coment Change Order Amount: ECO 39 - PA Müßenic Praktyp:	3! 	5 7,507,472.00 5 2,152,829.28 9 9,45,294.23 5 215,107,80 5 215,404.80
New Contract Sum:		5 9,960,398,03
CP46/2RT 66 LUC EMM (20 West 14th Street Suize 661 Mew York, NY 10044 Miles David Better	Deege Development II C Checker: 12217 Worth 7306 Avegue Phoenix, AZ ESUSS	
a gestore	SIGNETURE	



Udega Fey-Proment LLC 15217 Morth 22rd Avenue Phoents, Artzona 85099 Thom: (523) 243-524 r

Project: 24090 - 24090 Trailborn for Vallans 642 E. Roule 68 Williams, Ar zone 85046 Phone 846-732-2005

DRAFT

Prime Contract Potential Change Order #039: Trailborn Public Space Building R16 (For Construction Set) Drawing Changes Proposal Dated 5/10/2024 including Millwork Pkg 1

TO: Gealle Peak Holologs FROM: Diago Davelopment LLO 1:217 North 28:1 Avenue 228 Park Ave 8 90/je 55782 New York, New York 10003 Phoenia Arizona 85029 РСО МИМОСВИЖЕМЯКОМ: 0.70 0.0 CONTRACT - 24030 Ttalbom REQUEST RECEIVED FROM: CREATED BY: Sholly Parker (Deege Development LLC) STATUS: Littaft, CREATED DATE: 8721/2324 REFERENCE: PRIME CONTRACT None CHANGE ORDER: FIELD CHANGE: LOCADON: ACCOUNTING METHOD: Anipul, Sasas SCHEJULE INPACT: —45 dege__ Schedule attachod, PAID INFULS: EXECUTED: Vю SIGNED CHANGE ORDER RECEIVED DATE: TOTAL AMOUNTS S215,104,90

POTENTIAL CHANGE ONDER TITLE: Trailborn Public Space Eurlang R16 (For Construction Set) Enaving Changes Emposed Exted 9/10/2024 Individing Milwork 空运 1

CHANGE REASON: Design Davelopment ...

POTENTIAL CHANGE ORDER DESCRIPTION: (The Coxport is reveiged As Follows)

#F≠078 : Trailbon Public Space Building R16 trigr Construction Self-Digwing Chemies Propagal Dated 5/10/2024 including Millwork P&) = Scope of Work:

This project is a renovation of the cataling. Purplic Spens Biolding* to include the camp hat, recrooms, lightly majkelplace, Lor, particismons, (fair groun, offices, hells, But I, MPF many and closurge great, Additions, Cost Breakfrown of Added/changed, Stope Only: (See A.Sacred Exhibit A Proposar).

Millymre Pkg Ø1 - \$155,435.00

ATTACHMENTS:

Exhibit W.-Proposot - P<u>UNE Spa</u>ge Euteing Rt (a.g.)

f Birdgel Code Desorbition	Ameul
1 09-30 CbC Cabinete Milwork Office Milwork Office Milwork pig 1	3185,435,00
Cvenhead (4.50%) Applies to all the Item types, (1.50%)	
—— Fee (0.50% Applianth of the (unstypesu):	\$6,792,29°
Insurance (0.45% Applies to adding (fact (greet))	9022.58
Tax (6./3% Applies to a fine libratypos.):	515,620.2L
Crand Total:	\$215,104,80



Dave Hambler (Systestic Design, Inc.)
Systectic Design, Inc. 1111 W. Entressity Ct.
Suitor (1)4
Turena Arbania OFAna

Тенгра, Алмина 952ва

Chega Development (1,0)

SIGNATURE DATE

SIGNATURE

Castle Pank Kaldings

228 Park Aye 5 Suite 35/92

Mew York , New York 10003

Page 2 of 2

Decay Development LLC 11317 North 23rd Avenue

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Change C CPH 642 RT 66 LLC Change Order Date: 8/22/2/ Change Order #: 23	Order n23 - CPH 642 RT 65 LLC	·
The Contract is charged as follows:		
Description		
2550150001		
Onginal Contract Sum: NALC range by Previously Authorized Change Orders: Contract Sum Prior to This Change Orders Contract Change Order Amounts 200 48 - PA Milliwork Package 8. New Contract Sum:		\$ 7,592,472,00 \$ 2,307,927,08 \$ 9,980,800,00 \$ 138,451.93 \$ 182,451.83
CP: G92 RYEN IC Dina: 420 West 244: Stree, Suite 690 New York, KY 18014 We not David Battan Browning	Duege Development ELC Coronina 11217 North Wird Amphia Phicophy, A7 85079 Aldress Signature	



Bodge Bevolopmant (J.O. 11217 No.H. 23to Avenue Photelix, Arizona 65023 Chotel (323) 242 5747

Project: 2403C - 2403C - asitopin um Vallacins 942 €, Rouis 66 Williama Arzona 83E46 Phone: 645-732-2066

DRAFT

Prime Contract Potential Change Order #040: Trailborn Public Space Building R15 (For Construction Set) Drawing Changes Proposal Dated 5/10/2024 including Millwork Pkg 2

70					
TQ:	Cestle Frair HyVE gg: 776 Park / New Silako 35/59 New York , New York 10000	1	नक ्रका :	Duege Daveloamont O.D f1217 North 23rd Avanue Phoen's, A42ona 65029	
PGO NIMBERIFEVISION:	94070	9	CONTRACT:	1 - 7403C To\$Poin	
REDUEST RECEIVED FROM:			PREATED BY:	Sho y Раскат (Преде Це	velop mont LLC)
STATUS.	⊒ra ‡	•	REATED DATE:	8/21/2024	, ,
RLFERENÇE;			RIME CONTRACT SHANGE CRUER:	Мэге	
FIFLO OF ANGE:	No ~~~~~	~~			
LOCATION:	, , , , , , , , , , , , , , , , , , ,	` ኣ›	ССС опиты в метноп:	Articumt Cased	
SCHEDULE MACO: -	-16 da ys √ _ Sche⊗ule attache	ec. ≺e	MO IN FULL:	No	
executed:	· Cum		IGNEU CHANGE ORDER REGEIVED DATE:		
		т	OTAL AMOUNT:	\$139,451,33	
Trailborn Puthan Bipace Building H Scope of Work: This project is a recoverable of the occor, others, fixle, BCH, WHE in Additional Cost Breakdown of Ad Willwork Pkg (72 - 128,865 AYYACHIGENTS: Exhabit Winf) operation for Ses	DESCRIPTION: (The Contract is Online (For Construct is Online Set) Drawing to construct its Online (For Construct is Online or discrete areas, dods hanger Score Durk (See Areas Incorrect set attached. A proposal should be updated bar	harges Pro Moderno Sted Estibi hedule SSOCIAN OWS A 2 Jule and Sclipe	oposel Pella J 5/10/2025 indi samp hab, resirosana, lobby/ (A Proposal) 2d		
60-30 00.0 Cattingly Mile	i Lebowel0.2 d	av del a r	Description		
An CO. BOX. Character (C. Walle	Nik.Olhar Nilham	<u>жрю, 2</u>	<u>. </u>		9119,355.00
	<u>.</u>		· 	Subtotal:	\$119,3ed.pp
				os to all me item types.lp	55,370 99
	 -			es to all line litery types.k	04,386.41
 · · · · 				≈ to el _ine itum types.k	5528,62
		<u> </u>	Тах (6,76% Арріі	sa to all mailtern types k	S6,786,72
	<u> </u>			Grand Total:	3436,494.63



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BU 646 106	•	-		

Төгүрө, Аказопа 88081

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Castle Peak Holdings 229 Park April 2 Guils 35792

New York , New York 10003

Doege Cevolopmem LLC 11217 North 20rd Ayetipe

EFFORT SAFTER SENSE

SIGNATURE

DATE

SIGNATURE

DATE

Dasge Development LLC

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Pinted On: 6/21/2034, 00:56 PM EDT

4019685 Pages: 184 of 366 | 06/25/2025 03:54:31 PM

Not Change by Preblous y Arthorized Change Orders: \$ 1,41 Contract 9 im Prior to This Change Order: \$ 9,05 Current Change Order Amounts \$ 25 PCO 27 - Resurface Building Wolfways \$ 12 PCO 36 - AV Bid Package \$ 15 PCO 93 - Remove Cabling Patch Halss \$	
Description Total Onliginal Contract Sum: 5 7,50 Not Change by Previously Attributized Change Orders: 5 1,41 Contract Sum Prior to This Change Order: 5 9,05 Current Change Order Amounts: 5 25 ECUTION CALL Resultate Building Wolfways 5 12 PCO 30 - AV Bid Package 5 12 PCO 33 - Remove Cabling Patch Enlas 5 5,31 New Contract Sum: 5 5,31 C2 1 342 R) 66 LLC Doege Dovelopment LLi	
Description Total Onliginal Contract Sum: 5 7,50 Not Change by Previously Attributized Change Orders: 5 1,41 Contract Sum Prior to This Change Order: 5 9,05 Current Change Order Amounts: 5 25 ECUTION CALL Resultate Building Wolfways 5 12 PCO 30 - AV Bid Package 5 12 PCO 33 - Remove Cabling Patch Enlas 5 5,31 New Contract Sum: 5 5,31 C2 1 342 R) 66 LLC Doege Dovelopment LLi	
Not Change by Previously Arthorized Change Orders: \$ 1,40 Contract 5 Jm Prior to This Change Order: \$ 9,05 Current Change Urder Ambount: \$ 25 PCO 27 - Resulface Building Wolfoways \$ 12 PCO 36 - AV Bid Package \$ 12 PCO 33 - Remove Cabling Patch Holes \$ 5 New Contract Sum: \$ 5,31 C2 1 342 R) 66 LLC Doege Dovelopment LLi:	
	2,472.00 6,193.93 8,665.92 2,883.26 5,150.71 8,097.04 9,025.53 1,549.71
425 West 14th Street State 65E New York, NY 11/014 11217 North 28th Avenue Phrants, AZ 85C29 Address	

Planeture



PCO #024 R1

Doege Development LLC 11217 Worth 23rd Avenue Phoenix, Arizona 85023 Phono: (623) 242-6247

Project: 2403C - 2403C Trailborn Inn Williams: 942 E. Routa 66 Williams, Adsona 36046 Phone: 6464732-2605

DRAFT

Prime Contract Potential Change Order #024 R1: Resurface Building Walkways (Including All Buildings 2, 3, and 4)

TO:	Caste Peak Holdings 228 Park Avo S Suffo 35792 New York , New York 10003	FROM:	Doege Development LLC 112 I7 Nurih 28id Avensis Enisenix, Arizana 85029
FCO NUMBER/REVISION;	024 R17 C	CONTRACT:	1-2493C Tallborn
REQUEST RECEIVED #ROW;	•	CREATED BY:	Shelly Parker (Doese Development LLC)
STATUS:	Draft.	CREATED DATE:	6/20/2024
REFERENCE:	·	PRIME CONTRACT CHANGE ORDER:	Name
FIELD CHANGE:	No.	•	•
LOCATION;	•	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	20 days	PAÍO (N FULL:	No
EXECUTED:	No	SICNED CHANGE ORDER RECEIVED DATE;	•
		OTAL AMOUNT:	\$125,160.71

POTENTIAL CHANGE ORDER (True): Real: face Building Walkways (Including All Buildings 2, 3, and 4)

CHANGE REASON: Exteting Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Confined in Changed As Follows)

Resurface Building Walkways (Including All Buildings , 2, 3, and 4)

"I year warranty on labor and product" Grinding & fill joints, does not guarantee a completely flat surface.

Sealed Concrete - (jotal Cost; \$92,083.90)

- Flit joints
- Demo and grief concrete
- Prop for grout coating
- ା lastall Drip Edge ୟୁ Socond Level
- Equipment to Remove, haut away and Replace 1 x 4 at 2nd level balcony drip edge.

Building #2 \$7,714.63 Building #3 \$42,315,73 Building #4 \$42,053.54

No charge on Boege Development general conditions, per diem, supervision. PM, or hotel (To be on separate Change Order)

ATTACHMENTS:

Trailborn_Williams_Walkway_F_popaal_Complete_V2.pdf

Ī	#	Budget Code	 Description	\top	Amount
L	-	99.0 Concrete Olher	Resurtace Walkways Brillfling 2-Scoled Connecte	.	\$7,714,35
	2	09-00 00,© Concrete	Resurtace Walkways Building 3-Scaled Correctes	丁	\$42,015.70



PCO #024 R1

_		·	
. #	Budget Code	Description	Amount
	US-00 00.0 Concrete	Resultable Waskways Building 4-Septed Concrete	\$42,053,54
1	06-03 00.0 Wood, Flesios, Composites.	Remove, haid off & daptage 1 x 4 Drip Edge On 2nd Level Relating	\$8,954.00
		Subtotal;	\$101,037.90
L _		Overhead (10,00% Applies to all line Item lypos.):	\$10,108.79
\vdash	· 	Hee (5.00% Applies to all line Item types.):	\$5,557,08
!		Insurance (0.46% Applies to all linn item types.);	\$630.51
		Tax (6.78% Applies to all line item types.):	\$7,525.13
_ ا		Crand Total:	\$125,160.71

Dave Hambien (Synectic Design, Inc.)

Synectic Design, Inc. 1111 W. University Dr., Spice# 101

Тетгро, Айдола \$5281

Castle Peak Holdings

228 Park Ave S Suite 35792

New York , New York 18003

Doege Devalopment (LLC)

11217 North 23rd Avenue

Phoenix Arizona 85929

SIGNATURE DATE SIGNATURE DATE DATE



[Jinage Dave obtrient LLC 11217 North 73rd Avenue Phoenix, Arizona 35029 Phone: (823) 242-5247 Project: 2403C - 2403C Trailborn Inn Williams 642 E. Raute 68 Williams Arisona 66246 Phone: 646-752-2005

DRAFT

Prime Contract Potential Change Order #030: Audio Visual Bid Package Dated 6/28/24

то:	Desfe Peak JoidIngs 225 Park Ave & Suite \$5792 New York : New York 10003	FROM;	Duego Developmenti Lii 11217 North 2ard Averus Princhix, Arizona 85029
PCO NUMBER/REVISION:	68074	CONTRACT:	1 - 2403C Tralbom
REQUEST RECEIVED FROM:		CREATED BY:	Shally Parker (Doogs Beyelopment LLC)
STATUS:	Jina-1	GREATED DATE:	7/3/2024
RHFERENCE:		PRIME CONTRACT CHANGE ORDER:	Nore
FIELD CHANGE:	No `		•
LOCATION:	•	ACCOUNTING METHOD:	Armount Dased
SCHEDULE IMPACT:	20 days	PAID IN FULL:	Ne
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$118 887 04

POTENTIAL CHANGE ORDER TITLE: Audio Visual Bid Puckage Dated 6/28/24

CHANGE REASON: Casign Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Continue is Changed As Follows)

Audio/Visual Bid Package Dated 6/28/24

Level 3 Audio Visual -

The proposed system induces the specified QSC audio system by PIQUE Termologies. The proposed system consists of QSC amplifiers, Q-SYS DSP, QSC Loudspeakers, JSL Landscape Speakers & Aftero Tech Well Controllers (in the Pool, Ear, BCH & Lobby). Please note we included the AVXA industry standard AV switches in place of the QSC switches, as Netgoor OEMs for QSC. All DSP & Control Programming will be performed by LOAV's Q-SYS Programmi

Total w/o GSMA 889,000,50

"No charge on Doege Development general conditions, per diam, supervision, PM, or hotel" [To be on separate Charge Order)

ATTACHMENTS:

PROPOSAL_BISS FIGURE TRAILEOUS VILLE /W 060724-V2.0.odf , Trailly Williams Villiams - T5.2 Ric Barra L3.4V_Sique Revigences v

#	Budget Code	Degrafiption	Amount
, 1	28/20 05/0 AV	AV Sound System wto CSN/A	389,000,00
2	23-02 09.O Ekselrical	Exterior Conduit/Use existing underground I.T. conduit	\$4,820.00



#	<u> </u>	Budget Code	Description	Amount
.35	28-00-00.0	Electrical	Interior ConduibUse coasting underground i.T. conduit	\$4,200.00;
L.			Subtotal:	\$98,820.00
l _			Cverhead (18.00% Applies to a little term types.):	\$9,582.03
l			Fée (5.00% Apolies to all line cam types):	\$5,270.13
			Insurance (0.46% Applies to all line item types.);	\$500.09
L			Tay (6.76% April as to all line item types.).	\$7,515.85
l	_		Grand Total:	\$118,697.64

Dave Hamblen (Synectic Design, Inc.) Synectic Design, Inc. 1111 W. University Dr. Suitc# 104

Tempe. Artzons 85281

Castle Peak Holdings 228 Park Ave S Suile 35792

New York , New York 10003

Dosge Development LLC 11217 North: 23rd Avanua

Phoen y, Artzone 85025

SIGNATURE DATE SIGNATURE DATE DATE DATE



PCO #033 R1

Duego Develoament III.C 11217 North 23rd Avenue Phoenix, Arizona 86029 Phone: (623) 242-5247 Project: 24030 - 24030 Trailborn for Williams 642 F. Route 66 Williams, Afterna 98046 Phone: 646-702-2065

Printed On: 8/14/2024, 02:15 PM EDT

DRAFT

Prime Contract Potential Change Order #033 R1: Remove Cabling & Patch Holes

10;	Caste Peek Holdings 228 Park Ave & Sulle 35792 New York , New York 13000	FROM:	Coage Developmen: LLC 11217 North 20m Avenua Phoenix, Arizona 8d109
PCO NUMBERIREVISION:	932 3175	CONTRACT:	1 - 2403C Trailborn
REQUEST RECEIVED FROM:	•	CREATED BY:	Parker Wilfert-Espe (Doogo Development LLC)
STATUS:	Jref	CREATED DATE:	7/29/2024
REFERENCE		PRIME CONTRACT CHANGE ORDER;	None
FIELD CHANGE:	No.		
LOCATION:		ACCOUNTING METHOD:	Arrixini Based
SCHEDULE IMPACT:	7 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$9.026,58

POTENTIAL CHANGE ORDER TITLE: Remove Cabiling & Patch Hutes

CHANGE REASON: Dasign Development

POTENTIAL CHANGE ORDER DESCRIPTION; (The Contract is Changed As Follows):

Remove Cabina & Patril Hojes

Remove Cebing at exterior of buildings that is not being used due to new cabling & Patch Hilles and Sturre.

See RFI //10 "Viscollandous wires on building"

Building 1: \$860

Bulleing 2: \$1,826

Building S. \$3,985 (including boom \$1 to reach)

"No charge on Doege Development general conditions, per diam, supervision, PM, or hotel" (To be on separate Change Order)

ATTACHMENTS:

-0	Budget Code	Description	Amount
1	28 20 00.0 AV	Duilding 1	9650.00
2	23-20 30.0 AV	Building 2	\$1,696.00
.4	25:20 00.0 /W	Daliding 3	53,995.00
- 4	01-74 00:0 General Charrip,Other	General Cleanup & Dimpster	S250.00

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PCO #033 R1

#	Budget Code	T	Description		Amount
5	01-54 60.O Safety	Safely			\$295.00
ļ.,				Subtotal: _[\$7,286.00
			Overhood (10,00% Applies to a	l line item types.);	\$728.60
			Fice (5,00% Applies to a	Hine ilem (yses.):	\$400.73
Ι.			Ineurance (0,48% ∧apics ⊛ a	Hine (lem types.):	838.71
			Tex (8.73% Applies to a	Une lemitypes.):	\$571.49
_				Grand (etals	\$9,025.53

Dave Hamblert (Synectic Besign, Inc.) Synectic Design, Inc. 1111 W. University Dr. Sulle# 104

Fempe Arizona 85260

Castle Peak Holdings 228 Pork Avo & Suite 55792

New York , New York 10003

Donge Bovelopment EEC 11217 North 23rd Avenue

Phoenix, Arizona 85029

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE

CHEMIS RT SGLUC Change Order Dates 5/10/24 Change Order #: 74	hange dikter 824 - Crok 612 RT 66 Ltd
The Contract is changed as follows:	
Distriction (1)	
Original Contract Sum: Net Change by Previously Authorities Change Orders: Contract Jump Princip TH's Change Order: Current Change Order Amounts Weser Hogers - Years	\$\ \frac{\fir}{\frac{\fi
Mew Contract Struc	<u>\$:3,3,3,91038</u>
CPH C42 RT 65 (LC	Droge Cevelopment .LC
420 West 14th Street Suith 545 New York, NY 10016	31217 Worth 23rd Avenue Phoenix, AZ 85079
David Botten	Ludbru Luon

4019685 Pages: 192 of 366 | 06/26/2025 03:54:31 PM



PCO #004

Dacge Development LLC 11217 North 23rd Avenue Phoenix, Arizona 65020 Pitone: (823) 242-5247

Project: 2403C - 2403C Trailhorn Inn Will ama €42 €. Raule 66 Williams, Arizona High46 Pfiche: 648-732-2005

DRAFT

Prime Contract Potential Change Order #004: CE #006 - Water Heater

to;	Castle Feak Heldings 228 Park Ave S Suite 95/92 New York Heldings 10083	FROM:	Boege Dryo[pament Lt.C 11217 Noth 23rd Avenue Phoen'x, Artzopa 85028
PCO NUMBER/REVISION:	ns4 rg	CONTRACT:	1 - 2465C Trailborn
REQUEST RECEIVED FROM:		CREATED BY:	Sara Ruth (Dooge Development ELC)
STATUS:	Orefi	CREATED DATE:	5/1/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No.		
LOCATION:	•	ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	20 days	PAID IN FULL:	No
EXECUTED:	No.	SIGNED CHANGE ORDER RECEIVED DATE:	
·		TOTAL AMOUNT:	\$215,059.42

POTENTIAL CHANGE ORDER TITLE: CR #006 - Water Hester

CHANGE REABON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: This Control to Changed As Follows)

<u>Cilient Request Replace Existing Water Heaters</u>
To replace with Navian lankless water heaters (by 27 replant) valves/instell Power Receptades with safety Disconnect.

ATTACHMENTS:

Estimate-8000284731.pdf , _Trailborn_COX.g0W-01.pdf , _NPT-2 @peg_Gheet 0300203 (000000000) (1).pdf

#	Eludget Cod-	e	D.	escription	1	Amount
1	22-00 00.0 Plumbing		Novien Tandress Units			\$16 8 .750 AU
2	26410 00.0 Riemital		Electrical			\$4,360,00
2	99-99 80,Q Cyc head		Overhead			\$17.361.00
4	99-99-90-10 C/Fee		Fee			\$ 8 548.55
ā	99-99 20.0 Insurance		Insurance			\$022,39
ü	99-99 40.O Sales Tax		Sales Tex			910 617 46
					Grand Total:	\$215,009.42

		Gland Iolai-
Dave Hemblek (Symeotic Design, Inc.)	Castle Peak Holdings	Doege Development (#C
Sympolic Design, Inc. 1111 W. University Dr. Suite# 104	228 Purk Ave S Suite 85782	11917 North 23rd Avenue
lempe, Arizmis E5261	New York , New York 10009	Phoenix, Arizona 85629

SIGNATURE DATE **EIGNATURE** DATE SIGNATURE: DATE

[™] a charge on Duege Development general unoditions, per them, supervision, PM, or hole!** (To be an separate Change Order)

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Chain Chia Gaz (CT 66 LLC Ghainge Order Date: 9/10/24 Chainge On (leg #; 25	se क्षमच्या #2व - देशम हिन्दर सुरा बेर्ड प्रदि	7. <u>157.484</u>	
The Contract is cranged as fall awa:			
posing than		· • • • • • • • • • • • • • • • • • • •	\$ 35
Original Contract Sum:		2	7,552,472.00
Not Change by Freylo, By Authorized Change Orders.		- 5	2,721,138,38
Contract Sum Prior to This Change Orders		<u>.</u> .	30,818,810,38
Durrent Change Order Amount:		ŝ	23,827,52
PC St. 5 (1) - Breinling #2 and Pathillage \$5 Wippin (s. Reports)		š	22,327,52
New Contract Sum			70,336,737.30
CPH 542 RJ 86 LLC	Daege Development LUC		
420 Worl, 14th Street Suite CSE New York, SM 20014	13217 Norsh 28rd Avenue Phaenix, AZ 05029		

David Better.