

HOLDEN WILLITS PLC

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Attorneys for Plaintiff Hardrock Concrete Placement Co, Inc.

SUPERIOR COURT OF ARIZONA

COUNTY OF PINAL

**HARDROCK CONCRETE PLACEMENT CO.,
INC., an Arizona corporation,**

Plaintiff,

vs.

**CONSTRUCTABLE, INC., an Arizona
corporation; MARANA AEROSPACE
SOLUTIONS, INC., doing business as Ascent
Aviation Services, an Oregon corporation; JOHN
AND JANE DOE I-IV; ABC CORPORATIONS
I-IV; and BLACK AND WHITE
PARTNERSHIPS I-IV,**

Defendants.

Case No.

COMPLAINT

For its Complaint against the above-named defendants, plaintiff Hardrock Concrete Placement Co., Inc. ("Hardrock") alleges as follows:

GENERAL ALLEGATIONS

1. Hardrock is an Arizona corporation doing business in the state of Arizona. Hardrock holds, and at all times material hereto held, a valid license as a contractor pursuant to Arizona Revised Statutes, Title 32, Chapter 10.
2. Upon information and belief, defendant Constructable, Inc. ("Constructable") is an Arizona corporation authorized to transact and doing business in the State of Arizona.

1 3. Upon information and belief, defendant Marana Aerospace Solutions, Inc.
2 (“Marana”), doing business as Ascent Aviation Services, is an Oregon corporation doing
3 business in the State of Arizona. Marana has a leasehold interest in certain real property (“the
4 Subject Property”) that is the subject of this litigation. The legal description of the Subject
5 Property is attached as **Exhibit 1** and incorporated herein by reference./

6 4. On or about September 5, 2025, Hardrock recorded a mechanic’s and
7 materialman’s lien against Marana’s leasehold interest in the Subject Property (“the Lien”).
8 The Lien was recorded at document no. 2025-072092 in the official records of Pinal County,
9 Arizona. A true and correct copy of the Lien as recorded is attached hereto as **Exhibit 2** and
10 incorporated herein by reference. Hardrock subsequently recorded partial releases of the Lien
11 on October 7, 2025 and December 15, 2025. True and correct copies of the recorded Partial
12 Releases of Lien are attached as **Exhibit 3** and incorporated herein by reference.

13 5. Defendants John Doe and Jane Doe I-IV, ABC Corporations I-IV and Black and
14 White Partnerships I-IV represent unknown parties who have an interest in or claim to the
15 Subject Property. The true names of these defendants are presently unknown. Hardrock may
16 request leave to amend its Complaint when the true names of these are ascertained.

17 6. Defendants have caused events to occur in Pinal County, Arizona, out of which
18 the claim that is the subject of this Complaint arose. In addition, the lien sought to be
19 foreclosed by this Complaint is upon land situated in Pinal County. Venue is therefore proper
20 in Pinal County, Arizona.

21 7. Under Rule 26.2(c), Ariz. R. Civ. Proc., Tier 2 discovery is proper in this case
22 because Hardrock’s claim is more than \$50,000 but less than \$300,000.

FIRST CLAIM FOR RELIEF
(Breach of Contract against Constructable)

 8. Hardrock realleges and incorporates by reference each and every allegation in this
Complaint as if set forth fully herein.

1 9. Upon information and belief, Constructable contracted with Marana to furnish
2 certain labor, materials and services to a construction project located on the Subject Property.

3 10. Hardrock entered into a written subcontract with Constructable wherein Hardrock
4 agreed to perform certain concrete and site paving work on the Project (“the Subcontract”). A
5 true and correct copy of the Subcontract is attached to the Lien (Exhibit B to Exhibit 2).

6 11. The Subcontract is a valid and enforceable agreement.

7 12. Under the terms of the Subcontract, Constructable agreed to pay the sum of
8 \$5,753,705.00 to Hardrock for its work.

9 13. Constructable subsequently directed Hardrock to perform additional work on the
10 Project as more particularly described in change orders (“Change Orders”) increasing the
11 amount of the Subcontract to \$6,390,282.61. True and correct copies of the Change Orders
12 (without backup) are attached to the Lien (Exhibit C to Exhibit 2).

13 14. Hardrock furnished labor, materials and services to Constructable pursuant to the
14 Subcontract and the Change Orders.

15 15. After Hardrock furnished labor, materials and services to Constructable for use on
16 the Subject Property pursuant to the Subcontract and Change Orders, Constructable failed to
17 pay Hardrock the amounts due.

18 16. As of this date, the principal amount due for labor, materials and services
19 furnished by Hardrock pursuant to the Subcontract and Change Orders, after deducting all just
20 credits and offsets, totals \$159,757.11, together with accruing interest under the Arizona Prompt
21 Pay Act at the rate of 1½ % per month on all unpaid amounts from the dates due until paid, and
22 all reasonable expenses incurred including attorneys’ fees and other professional services.

 17. Hardrock made demand upon Constructable for payment, but Constructable has
failed and refused to pay the balance due.

1 18. Therefore, Constructable materially breached its obligations under the
2 Subcontract and Change Orders by failing to pay Hardrock the full amounts due for the labor,
3 materials and services furnished to the Subject Property.

4 19. Hardrock is therefore entitled to judgment against Constructable for the principal
5 sum of \$159,757.11, together with interest on that the principal amount at the rate of 1½ % per
6 month from dates due until paid in full.

7 20. Hardrock is entitled to recover its costs and attorneys' fees pursuant to A.R.S. §§
8 12-341 and 12-341.01.

9 THEREFORE, Hardrock demands the following relief:

10 A. Judgment against Constructable for the principal sum of \$159,757.11, together
11 with interest on that the principal amount at the rate of 1½ % per month from dates due until
12 paid in full;

13 B. Judgment against Constructable for attorneys' fees and costs incurred in this
14 lawsuit; and

15 C. Judgment for such other and further relief that this Court deems just and proper.

16 **SECOND CLAIM FOR RELIEF**
17 **(Lien Foreclosure against Defendants)**

18 21. Hardrock realleges and incorporates by reference each and every allegation in this
19 Complaint as if set forth fully herein.

20 22. On September 5, 2025, after Hardrock furnished the labor, materials and services
21 to the Project and within 120 days of the "completion" (as that term is defined in A.R.S. § 33-
22 993(C)) of the improvements on the Subject Property, Hardrock caused to be recorded the Lien
in the amount of \$522,584.99.

23. After recording the Lien, Hardrock received partial payments from Constructable
reducing the outstanding balance due to \$159,757.11 and Hardrock recorded partial releases of
the Lien (Exhibit 3) after receiving those partial payments.

1 24. Hardrock has not been paid for certain labor, materials and services furnished to
2 the Subject Property pursuant to the Subcontract and Change Orders.

3 25. Hardrock has performed all conditions precedent to impress and secure a good
4 and valid lien against the Subject Property under the provisions of Arizona's lien statutes in
5 favor of Hardrock and against the Subject Property. Furthermore, Hardrock has properly
6 perfected, impressed and secured the Lien against the Subject Property for the labor, materials
7 and services furnished to the Project by, among other things, recording the Lien and timely
8 serving a copy on the owner or reputed owner as required by law.

9 26. In accordance with A.R.S. § 33-992.01, Hardrock served an Arizona Preliminary
10 Twenty Day Notice on or about March 14, 2024. A true and correct copy of the Preliminary
11 Twenty Day Lien Notice is attached to the Lien (Exhibit D to Exhibit 2).

12 27. The amount claimed in the Lien represents the reasonable value of the labor,
13 materials and services furnished by Hardrock for which Hardrock has not been paid.

14 28. Hardrock has expended a certain sum of money recording and serving the Lien
15 and preparing this lawsuit. Hardrock will be required to incur additional expenses and costs
16 related to the Lien in connection with this action.

17 29. Hardrock is entitled to foreclose the Lien against Marana's leasehold interest in
18 the Subject Property and any other defendants who have a claim against Marana's leasehold
19 interest in the Subject Property, together with the unknown heirs and devisees of these
20 defendants, if deceased, and all others holding interest equal to or inferior and subsequent to the
21 Lien and to recover the amounts secured by the Lien from the foreclosure sale proceeds of
22 Marana's leasehold interest in the Subject Property.

 30. Hardrock is informed and believes that unnamed defendants may claim or assert
some right or lien to the Marana's leasehold interest in Subject Property. If any such interest,
right or lien does exist, it is of equal priority or inferior and subsequent to the lien, interest, and
rights of Hardrock.

1 31. Hardrock is entitled to recover its reasonable attorneys' fees and expenses in
2 accordance with A.R.S. § § 33-995(E) and 33-998(B).

3 THEREFORE, Hardrock requests the following relief:

4 A. Judgment in favor of Hardrock for the sum of \$159,757.11, together with accruing
5 interest on past due amounts at the rate of 1½ % per month on the remaining unpaid balance
6 from the dates due until paid, and all reasonable expenses incurred including attorneys' fees and
7 other professional services;

8 B. Judgment in favor of Hardrock for the sum of money paid by Hardrock for
9 recording and serving the Lien and for the title report, together with interest thereon at the
10 highest legal rate from the date due until paid;

11 C. Judgment ordering that the Lien recorded by Hardrock against Marana's leasehold
12 interest in the Subject Property be foreclosed and that Marana or any other defendants who
13 claim an interest in the Subject Property, and all others holding interest equal to or inferior and
14 subsequent to the Lien be forever barred and foreclosed to all right, title, interest, estate, lien or
15 equity in the Subject Property;

16 D. Judgment ordering that Marana's leasehold interest in the Subject Property be
17 adjudged and decreed to be sold according to the law and practice of this Court and that
18 Hardrock be paid the amount due out of the proceeds of that sale pursuant to the provisions of
19 A.R.S. § 33-1000;

20 E. Judgment declaring that the sum of \$159,757.11, together with interest and
21 attorneys' fees, be adjudged to be a valid lien against Marana's leasehold interest in the Subject
22 Property;

 F. Judgment declaring that all of the liens and interest of Marana and any other
defendants who claim an interest in Marana's leasehold interest in the Subject Property are
equal to or inferior to the lien recorded by Hardrock; and

 G. Judgment for such other and further relief that this Court deems just and proper.

**THIRD CLAIM FOR RELIEF
(Unjust Enrichment against Marana)**

32. Hardrock realleges and incorporates by reference each and every allegation in this Complaint as if set forth fully herein.

33. The labor, materials and services furnished by Hardrock in the construction of the improvements on the Project unjustly enriched Marana as owner of the Project.

34. Marana has been unjustly enriched at the expense of Hardrock to the extent of the reasonable value of the labor, materials and services furnished to the Subject Property for which Hardrock has not been compensated. The reasonable value of labor, materials and services furnished to the Subject Property after deducting all just offsets and credits is the principal sum of \$159,757.11, together with accruing interest at the rate of 1½ % per month from the dates due until paid in full.

35. Hardrock is entitled to recover its costs and attorneys' fees pursuant to A.R.S. §§ 12-341 and 12-341.01.

THEREFORE, Hardrock requests the following relief:

A. Judgment against Marana for the principal sum of \$159,757.11, together with accruing interest on the principal amount at the rate of 1½ % per month from the dates due until paid in full;

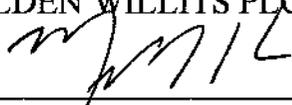
B. Judgment against Marana for attorneys' fees and costs incurred in this lawsuit;

and

C. Judgment for such other and further relief that this Court deems just and proper.

DATED this ____ day of March, 2026.

HOLDEN WILLITS PLC

By 

Michael J. Holden

Attorneys for Plaintiff Hardrock Concrete
Placement Co., Inc.

Exhibit 1

PROPERTY

Leasehold estate pursuant to that certain Restated and Extended Lease Agreement dated June 9, 2021 by and between Pinal County, as ground lessor, and Landlord, as ground lessee, together with that certain First Amendment dated November 3, 2021 and that certain Second Amendment of even date herewith, pursuant to which Landlord leases the below-described Property from the ground lessor

Street Address: 24641 E. Pinal Air Park Road, Marana, AZ 85653

Legal Description:

A portion of Sections 32 and 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, as shown on the Record of Survey recorded Fee No. 2015-052516, records of Pinal County, Arizona and described as follows:

COMMENCING at the southeast corner of Section 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, said point being a GLO cap on a pipe, from which the South one-quarter corner of said section, said point being a brass cap survey monument, bears South 89 degrees 29 minutes 50 seconds West a distance of 2637.23 feet;

THENCE upon the South line of said Section 33, South 89 degrees 29 minutes 50 seconds West, a distance of 1579.46 feet;

THENCE North 00 degrees 29 minutes 47 seconds West, a distance of 48.91 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 31 minutes 33 seconds West, a distance of 4269.93 feet;

THENCE North 01 degrees 39 minutes 14 seconds West, a distance of 391.63 feet;

THENCE North 87 degrees 53 minutes 09 seconds West, a distance of 502.39 feet;

THENCE North 00 degrees 31 minutes 20 seconds West, a distance of 70.21 feet;

THENCE South 89 degrees 28 minutes 41 seconds West, a distance of 1524.92 feet;

THENCE North 00 degrees 31 minutes 44 seconds West, a distance of 430.86 feet;

THENCE North 89 degrees 28 minutes 16 seconds East, a distance of 860.96 feet;

THENCE South 00 degrees 19 minutes 40 seconds East, a distance of 146.83 feet;

THENCE North 89 degrees 29 minutes 22 seconds East, a distance of 430.93 feet;

THENCE North 00 degrees 32 minutes 02 seconds West, a distance of 669.97 feet;

THENCE North 00 degrees 50 minutes 30 seconds West, a distance of 3680.67 feet;

THENCE South 44 degrees 25 minutes 29 seconds East, a distance of 2462.76 feet;

THENCE South 43 degrees 51 minutes 51 seconds West, a distance of 561.31 feet;

THENCE South 46 degrees 09 minutes 24 seconds East, a distance of 1747.81 feet;

THENCE South 45 degrees 37 minutes 57 seconds East, a distance of 163.28 feet;

THENCE South 89 degrees 26 minutes 53 seconds East, a distance of 752.20 feet;

THENCE South 45 degrees 37 minutes 07 seconds East, a distance of 2260.92 feet to the POINT OF BEGINNING.

Said lease area containing 11,691,920 square feet, or 268.4096 acres of land, more or less.

TOGETHER WITH:

COMMENCING at said southeast corner of Section 33;

THENCE upon the South line of said Section 33 South 89 degrees 29 minutes 50 seconds West a distance of 150.80 feet;

THENCE North 00 degrees 29 minutes 39 seconds West, a distance of 41.80 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 48 minutes 04 seconds West, a distance of 296.94 feet;

THENCE North 35 degrees 02 minutes 24 seconds West, a distance of 705.06 feet;

THENCE North 57 degrees 00 minutes 26 seconds East, a distance of 256.51 feet;

THENCE North 44 degrees 36 minutes 00 seconds West, a distance of 1005.32 feet;

THENCE North 43 degrees 01 minutes 54 seconds East, a distance of 296.49 feet;

THENCE North 48 degrees 51 minutes 58 seconds West, a distance of 696.56 feet to a point herein after referred to as "Point A";

THENCE North 44 degrees 17 minutes 36 seconds East, a distance of 387.47 feet;

THENCE South 43 degrees 45 minutes 51 seconds East, a distance of 317.87 feet;

THENCE North 45 degrees 36 minutes 54 seconds East, a distance of 295.70;

THENCE South 45 degrees 28 minutes 54 seconds East, a distance of 257.49 feet to a point herein after referred to as "Point B";

THENCE South 43 degrees 21 minutes 14 seconds West, a distance of 226.16 feet;

THENCE South 43 degrees 57 minutes 17 seconds East, a distance of 520.81 feet;

THENCE North 48 degrees 08 minutes 25 seconds East, a distance of 400.50 feet;

THENCE South 55 degrees 12 minutes 03 seconds East, a distance of 222.14 feet;

THENCE South 05 degrees 02 minutes 47 seconds West, a distance of 429.18 feet;

THENCE South 57 degrees 39 minutes 41 seconds East, a distance of 66.15 feet;

THENCE South 10 degrees 33 minutes 29 seconds East, a distance of 186.60 feet;

THENCE South 00 degrees 21 minutes 57 seconds East, a distance of 1039.76 feet;

THENCE South 48 degrees 16 minutes 28 seconds West, a distance of 156.00 feet to the POINT OF BEGINNING.

Said lease area containing 1,849,261 square feet, or 42.4532 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE North 01 degrees 41 minutes 58 seconds West, a distance of 132.54 feet to the POINT OF BEGINNING.

THENCE North 42 degrees 22 minutes 15 seconds West, a distance of 67.28 feet;

THENCE North 44 degrees 35 minutes 26 seconds East, a distance of 39.08 feet;

THENCE South 44 degrees 05 minutes 04 seconds East, a distance of 68.96 feet;

THENCE South 47 degrees 02 minutes 33 seconds West, a distance of 41.09 feet to the POINT OF BEGINNING.

Said lease area containing 2730 square feet, or 0.0627 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE South 88 degrees 47 minutes 27 seconds West, a distance of 323.07 feet to the POINT OF BEGINNING.

THENCE North 46 degrees 03 minutes 06 seconds West, a distance of 254.86 feet;

THENCE North 45 degrees 26 minutes 43 seconds East, a distance of 271.68 feet;

THENCE South 46 degrees 15 minutes 19 seconds East, a distance of 257.69 feet;

THENCE South 46 degrees 02 minutes 00 seconds West, a distance of 272.68 feet to the POINT OF BEGINNING.

Said lease area containing 69,713 square feet, or 1.6004 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 84 degrees 50 minutes 20 seconds West, a distance of 505.57 feet to the POINT OF BEGINNING.

THENCE North 45 degrees 30 minutes 12 seconds West, a distance of 2667.98 feet;

THENCE North 44 degrees 12 minutes 10 seconds East, a distance of 300.15 feet;

THENCE South 45 degrees 30 minutes 43 seconds East, a distance of 2669.53 feet;

THENCE South 44 degrees 29 minutes 58 seconds West, a distance of 300.55 feet to the POINT OF BEGINNING.

Said lease area containing 801,555 square feet, or 18.4012 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A";

THENCE North 43 degrees 10 minutes 35 seconds West, a distance of 683.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 45 minutes 25 seconds West, a distance of 1579.84 feet to a point herein after referred to as "Point C";

THENCE North 44 degrees 13 minutes 33 seconds East, a distance of 334.75 feet;

THENCE South 46 degrees 29 minutes 48 seconds East, a distance of 224.68 feet;

THENCE North 48 degrees 19 minutes 41 seconds East, a distance of 331.04 feet;

THENCE South 38 degrees 17 minutes 49 seconds East, a distance of 112.29 feet;

THENCE South 44 degrees 22 minutes 30 seconds West, a distance of 147.15 feet;

THENCE South 45 degrees 25 minutes 20 seconds East, a distance of 169.70 feet;

THENCE North 45 degrees 00 minutes 07 seconds East, a distance of 82.32 feet;

THENCE South 44 degrees 13 minutes 40 seconds East, a distance of 155.19 feet;

THENCE South 43 degrees 31 minutes 57 seconds West, a distance of 236.98 feet;

THENCE South 45 degrees 06 minutes 44 seconds East, a distance of 136.98 feet;

THENCE South 44 degrees 09 minutes 43 seconds West, a distance of 207.06 feet;

THENCE South 44 degrees 59 minutes 04 seconds East, a distance of 206.34 feet;

THENCE North 44 degrees 03 minutes 32 seconds East, a distance of 209.63 feet;

THENCE South 45 degrees 02 minutes 52 seconds East, a distance of 126.30 feet;

THENCE South 44 degrees 57 minutes 27 seconds West, a distance of 256.02 feet;

THENCE South 44 degrees 40 minutes 21 seconds East, a distance of 426.07 feet;

THENCE South 44 degrees 22 minutes 26 seconds West, a distance of 78.96 feet to the POINT OF BEGINNING.

Said lease area containing 492,752 square feet, or 11.3120 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point C":

THENCE North 20 degrees 29 minutes 54 seconds West, a distance of 38.28 feet to the POINT OF BEGINNING;

THENCE North 46 degrees 23 minutes 42 seconds West, a distance of 449.41 feet;

THENCE North 43 degrees 49 minutes 34 seconds East, a distance of 79.87 feet;

THENCE South 46 degrees 08 minutes 04 seconds East, a distance of 450.48 feet;

THENCE South 44 degrees 37 minutes 03 seconds West, a distance of 77.84 feet to the POINT OF BEGINNING.

Said lease area containing 35,477 square feet, or 0.8144 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 09 degrees 32 minutes 35 seconds West, a distance of 2019.03 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 32 minutes 08 seconds West, a distance of 196.23 feet;

THENCE South 47 degrees 34 minutes 01 seconds West, a distance of 86.18 feet;

THENCE North 45 degrees 35 minutes 08 seconds West, a distance of 209.26 feet;

THENCE South 49 degrees 36 minutes 49 seconds West, a distance of 42.71 feet;

THENCE North 45 degrees 21 minutes 28 seconds West, a distance of 227.54 feet;

THENCE North 45 degrees 06 minutes 45 seconds East, a distance of 259.01 feet;

THENCE South 45 degrees 28 minutes 37 seconds East, a distance of 424.57 feet;

THENCE North 45 degrees 22 minutes 31 seconds East, a distance of 118.26 feet;

THENCE South 47 degrees 44 minutes 48 seconds East, a distance of 109.16 feet;

THENCE North 45 degrees 15 minutes 12 seconds East, a distance of 66.70 feet;

THENCE South 45 degrees 39 minutes 00 seconds East, a distance of 106.13 feet;

THENCE South 44 degrees 33 minutes 01 seconds West, a distance of 319.81 feet to the POINT OF BEGINNING.

Said lease area containing 164,194 square feet, or 3.7694 acres of land, more or less.

Said total combined lease area containing 15,107,602 square feet, or 346.8229 acres of land, more or less.

And:

A PARCEL OF LAND LOCATED IN SECTION 33 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA AND BEING A PORTION OF THE PINAL COUNTY AIR PARK AS DESCRIBED IN QUIT CLAIM DEED BETWEEN THE UNITED STATES OF AMERICA AND PINAL COUNTY, ARIZONA DATED 17 JUNE 1948, RECORDED IN BOOK 85 OF DEEDS, PAGE 389 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-½ INCH CAPPED PIPE STAMPED "PACIFIC U.S.E.D." MARKING THE NORTHEASTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK FROM WHICH A ½ INCH REBAR WITH TAG STAMPED "LS 21787" MARKING THE NORTHWESTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK, BEARS SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST AT A DISTANCE OF 10592.70 FEET;

THENCE ALONG THE NORTH LINE OF SAID PINAL AIR PARK, SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF 2174.27 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 29 MINUTES 39 SECONDS EAST A DISTANCE OF 2779.07 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 995.60 FEET;

THENCE SOUTH 44 DEGREES 43 MINUTES 49 SECONDS WEST A DISTANCE OF 770.93 FEET;

THENCE NORTH 45 DEGREES 29 MINUTES 36 SECONDS WEST A DISTANCE OF 198.02 FEET;

THENCE NORTH 44 DEGREES 36 MINUTES 11 SECONDS EAST A DISTANCE OF 116.40 FEET

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 408.84 FEET;

THENCE NORTH 44 DEGREES 25 MINUTES 03 SECONDS EAST A DISTANCE OF 211.35 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 36 SECONDS WEST A DISTANCE OF 78.60 FEET;

THENCE SOUTH 44 DEGREES 25 MINUTES 03 SECONDS WEST A DISTANCE OF 201.36 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 322.59 FEET;

THENCE NORTH 44 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 620.68 FEET;

THENCE NORTH 80 DEGREES 46 MINUTES 02 SECONDS EAST A DISTANCE OF 31.36 FEET TO THE POINT OF BEGINNING.

Exhibit 2

Derek Ellsworth, being first duly sworn upon oath, deposes and says that:

1. I am the Controller for Hardrock Concrete Placement Co., Inc. ("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 and services for construction of certain improvements commonly known as the Ascent Aviation MRO Hangar project ("the Project") on a parcel of land in Pinal County, Arizona described on Exhibit A and sought to be charged, together with the improvements thereon, with the lien hereby claimed ("the Subject Property"). Upon information and belief, the street address for the Subject Property is 24641 Pinal Air Park Road, Marana, Arizona 85653.

3. Upon information and belief, the fee owner of the Subject Property is Pinal County, State of Arizona. Upon information and belief, Marana Aerospace Solutions, Inc. doing business as Ascent Aviation Services, an Oregon corporation ("Marana"), has a leasehold interest in the Subject Property pursuant to a lease with Pinal County, Arizona.

4. Upon information and belief, Marana entered into a construction contract with Constructable, Inc. ("Contractor") to furnish certain labor, materials, fixtures and services for the construction of improvements on the Subject Property.

5. The name of the person by whom Claimant was employed is Contractor. Specifically, Contractor and Claimant entered into a written subcontract agreement wherein Claimant agreed to perform certain concrete and site paving work on the Project ("the Subcontract"). A true and correct copy of the Subcontract is attached hereto as Exhibit B and incorporated herein by reference. The other terms and conditions of the agreement between Claimant and Contractor are set forth in the Subcontract.

6. Under the terms of the Subcontract, Contractor agreed to pay the sum of \$5,753,705.00 to Claimant for this work.

7. Contractor subsequently directed Claimant to perform additional work on the Project as more particularly described in change orders (“Change Orders”) increasing the amount of the Subcontract to \$6,390,282.61. Claimant was to be paid for the additional work in accordance with the terms of the Subcontract and the Change Orders. True and correct copies of the Change Orders (without backup) are attached hereto as **Exhibit C** and incorporated herein by reference.

8. After Claimant furnished labor, materials and services to Contractor for use on the Subject Property pursuant to the Subcontract and Change Orders, Contractor failed to pay Claimant the amounts due. As of this date, the principal amount due for labor, materials and services furnished by Claimant pursuant to the Subcontract and Change Orders, after deducting all just credits and offsets, totals \$522,584.99, together with accruing interest under the Arizona Prompt Pay Act at the rate of 1.5% per month on all unpaid amounts from the dates due until paid, and all reasonable expenses incurred including attorneys’ fees and other professional services.

9. Upon information and belief, “completion” as defined in A.R.S. § 33-993(C)(1) has not yet occurred.

10. On or about March 14, 2024, Claimant served by first class mail, with a certificate of mailing, a preliminary twenty-day notice as required by A.R.S. § 33-992.01 upon: (a) Pinal County as owner or reputed owner of the Subject Property; (b) Marana as additional or reputed owner, lessee or agent; and (c) Contractor as the original contractor or reputed contractor and as the person with whom Claimant contracted to furnish labor, materials and services on the Subject Property. A true and correct copy of preliminary notice is attached hereto as **Exhibit D** and incorporated herein by reference. None of the recipients returned the acknowledgement of receipt of the preliminary notice to Claimant within thirty days from the date of mailing. Therefore, under A.R.S. § 33-992.02, proof of service of the

preliminary notice is made by the affidavit of Debra Pope. This affidavit is attached as Exhibit D and includes: (a) the date 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 for the preliminary notice is also attached to Exhibit D.

11. Claimant claims a lien against Marana's leasehold interest in the Subject Property and the structures and improvements thereon in the amount of \$522,584.99, together with interest at the rate of 1.5% per month from the dates due until paid, and all reasonable 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. For the sums due under the Subcontract and Change Orders and 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 Pinal County, Arizona to be recorded as required by law, and causes duplicate copies to be served upon Marana, if it can be found in Pinal County, Arizona.

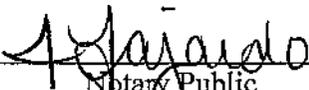
DATED this 5th day of September, 2025.

HARDROCK CONCRETE PLACEMENT CO., INC.

By 
Derek Ellsworth
Its Controller

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5th day of September, 2025 by Derek Ellsworth, Controller of Hardrock Concrete Placement Co., Inc., on behalf of the company.


Notary Public

My Commission Expires:
4/25/2029



EXHIBIT A

EXHIBIT A

PROPERTY

Leasehold estate pursuant to that certain Restated and Extended Lease Agreement dated June 9, 2021 by and between Pinal County, as ground lessor, and Landlord, as ground lessee, together with that certain First Amendment dated November 3, 2021 and that certain Second Amendment of even date herewith, pursuant to which Landlord leases the below-described Property from the ground lessor

Street Address: 24641 E. Pinal Air Park Road, Marana, AZ 85653

Legal Description:

A portion of Sections 32 and 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, as shown on the Record of Survey recorded Fee No. 2015-052516, records of Pinal County, Arizona and described as follows:

COMMENCING at the southeast corner of Section 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, said point being a GLO cap on a pipe, from which the South one-quarter corner of said section, said point being a brass cap survey monument, bears South 89 degrees 29 minutes 50 seconds West a distance of 2637.23 feet;

THENCE upon the South line of said Section 33, South 89 degrees 29 minutes 50 seconds West, a distance of 1579.46 feet;

THENCE North 00 degrees 29 minutes 47 seconds West, a distance of 48.91 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 31 minutes 33 seconds West, a distance of 4269.93 feet;

THENCE North 01 degrees 39 minutes 14 seconds West, a distance of 391.63 feet;

THENCE North 87 degrees 53 minutes 09 seconds West, a distance of 502.39 feet;

THENCE North 00 degrees 31 minutes 20 seconds West, a distance of 70.21 feet;

THENCE South 89 degrees 28 minutes 41 seconds West, a distance of 1524.92 feet;

THENCE North 00 degrees 31 minutes 44 seconds West, a distance of 430.86 feet;

THENCE North 89 degrees 28 minutes 16 seconds East, a distance of 860.96 feet;

THENCE South 00 degrees 19 minutes 40 seconds East, a distance of 146.83 feet;

THENCE North 89 degrees 29 minutes 22 seconds East, a distance of 430.93 feet;

THENCE North 00 degrees 32 minutes 02 seconds West, a distance of 669.97 feet;

THENCE North 00 degrees 50 minutes 30 seconds West, a distance of 3680.67 feet;

THENCE South 44 degrees 25 minutes 29 seconds East, a distance of 2462.76 feet;

THENCE South 43 degrees 51 minutes 51 seconds West, a distance of 561.31 feet;

THENCE South 46 degrees 09 minutes 24 seconds East, a distance of 1747.81 feet;

THENCE South 45 degrees 37 minutes 57 seconds East, a distance of 163.28 feet;

THENCE South 89 degrees 26 minutes 53 seconds East, a distance of 752.20 feet;

THENCE South 45 degrees 37 minutes 07 seconds East, a distance of 2260.92 feet to the POINT OF BEGINNING.

Said lease area containing 11,691,920 square feet, or 268,4096 acres of land, more or less.

TOGETHER WITH:

COMMENCING at said southeast corner of Section 33;

THENCE upon the South line of said Section 33 South 89 degrees 29 minutes 50 seconds West a distance of 150.80 feet;

THENCE North 00 degrees 29 minutes 39 seconds West, a distance of 41.80 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 48 minutes 04 seconds West, a distance of 296.94 feet;

THENCE North 35 degrees 02 minutes 24 seconds West, a distance of 705.06 feet;

THENCE North 57 degrees 00 minutes 26 seconds East, a distance of 256.51 feet;

THENCE North 44 degrees 36 minutes 00 seconds West, a distance of 1005.32 feet;

THENCE North 43 degrees 01 minutes 54 seconds East, a distance of 296.49 feet;

THENCE North 48 degrees 51 minutes 58 seconds West, a distance of 696.56 feet to a point herein after referred to as "Point A";

THENCE North 44 degrees 17 minutes 36 seconds East, a distance of 387.47 feet;

THENCE South 43 degrees 45 minutes 51 seconds East, a distance of 317.87 feet;

THENCE North 45 degrees 36 minutes 54 seconds East, a distance of 295.70;

THENCE South 45 degrees 28 minutes 54 seconds East, a distance of 257.49 feet to a point herein after referred to as "Point B";

THENCE South 43 degrees 21 minutes 14 seconds West, a distance of 226.16 feet;

THENCE South 43 degrees 57 minutes 17 seconds East, a distance of 520.81 feet;

THENCE North 48 degrees 08 minutes 25 seconds East, a distance of 400.50 feet;

THENCE South 55 degrees 12 minutes 03 seconds East, a distance of 222.14 feet;

THENCE South 05 degrees 02 minutes 47 seconds West, a distance of 429.18 feet;

THENCE South 57 degrees 39 minutes 41 seconds East, a distance of 66.15 feet;

THENCE South 10 degrees 33 minutes 29 seconds East, a distance of 186.60 feet;

THENCE South 00 degrees 21 minutes 57 seconds East, a distance of 1033.76 feet;

THENCE South 48 degrees 16 minutes 28 seconds West, a distance of 156.00 feet to the POINT OF BEGINNING.

Said lease area containing 1,849,261 square feet, or 42.4532 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE North 01 degrees 41 minutes 58 seconds West, a distance of 132.54 feet to the POINT OF BEGINNING.

THENCE North 42 degrees 22 minutes 15 seconds West, a distance of 67.28 feet;

THENCE North 44 degrees 35 minutes 26 seconds East, a distance of 39.08 feet;

THENCE South 44 degrees 05 minutes 04 seconds East, a distance of 68.96 feet;

THENCE South 47 degrees 02 minutes 33 seconds West, a distance of 41.09 feet to the POINT OF BEGINNING.

Said lease area containing 2730 square feet, or 0.0627 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE South 88 degrees 47 minutes 27 seconds West, a distance of 323.07 feet to the POINT OF BEGINNING.

THENCE North 46 degrees 03 minutes 06 seconds West, a distance of 254.86 feet;

THENCE North 45 degrees 26 minutes 43 seconds East, a distance of 271.68 feet;

THENCE South 46 degrees 15 minutes 19 seconds East, a distance of 257.69 feet;

THENCE South 46 degrees 02 minutes 00 seconds West, a distance of 272.68 feet to the POINT OF BEGINNING.

Said lease area containing 69,713 square feet, or 1.6004 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 84 degrees 50 minutes 20 seconds West, a distance of 505.57 feet to the POINT OF BEGINNING.

THENCE North 45 degrees 30 minutes 12 seconds West, a distance of 2667.98 feet;

THENCE North 44 degrees 12 minutes 10 seconds East, a distance of 300.15 feet;

THENCE South 45 degrees 30 minutes 43 seconds East, a distance of 2669.53 feet;

THENCE South 44 degrees 29 minutes 58 seconds West, a distance of 300.55 feet to the POINT OF BEGINNING.

Said lease area containing 801,555 square feet, or 18.4012 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 43 degrees 10 minutes 35 seconds West, a distance of 683.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 45 minutes 25 seconds West, a distance of 1579.84 feet to a point herein after referred to as "Point C";

THENCE North 44 degrees 13 minutes 33 seconds East, a distance of 334.75 feet;

THENCE South 46 degrees 29 minutes 48 seconds East, a distance of 224.68 feet;

THENCE North 48 degrees 19 minutes 41 seconds East, a distance of 331.04 feet;

THENCE South 38 degrees 17 minutes 49 seconds East, a distance of 112.29 feet;

THENCE South 44 degrees 22 minutes 30 seconds West, a distance of 147.15 feet;

THENCE South 45 degrees 25 minutes 20 seconds East, a distance of 169.70 feet;

THENCE North 45 degrees 00 minutes 07 seconds East, a distance of 82.32 feet;

THENCE South 44 degrees 13 minutes 40 seconds East, a distance of 155.19 feet;

THENCE South 43 degrees 31 minutes 57 seconds West, a distance of 236.98 feet;

THENCE South 45 degrees 06 minutes 44 seconds East, a distance of 136.98 feet;

THENCE South 44 degrees 09 minutes 43 seconds West, a distance of 207.06 feet;

THENCE South 44 degrees 59 minutes 04 seconds East, a distance of 206.34 feet;

THENCE North 44 degrees 03 minutes 32 seconds East, a distance of 209.63 feet;

THENCE South 45 degrees 02 minutes 52 seconds East, a distance of 126.30 feet;

THENCE South 44 degrees 57 minutes 27 seconds West, a distance of 256.02 feet;

THENCE South 44 degrees 40 minutes 21 seconds East, a distance of 426.07 feet;

THENCE South 44 degrees 22 minutes 26 seconds West, a distance of 78.96 feet to the POINT OF BEGINNING.

Said lease area containing 492,752 square feet, or 11.3120 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point C":

THENCE North 20 degrees 29 minutes 54 seconds West, a distance of 38.28 feet to the POINT OF BEGINNING;

THENCE North 46 degrees 23 minutes 42 seconds West, a distance of 449.41 feet;

THENCE North 43 degrees 49 minutes 34 seconds East, a distance of 79.87 feet;

THENCE South 46 degrees 08 minutes 04 seconds East, a distance of 450.48 feet;

THENCE South 44 degrees 37 minutes 03 seconds West, a distance of 77.84 feet to the POINT OF BEGINNING.

Said lease area containing 35,477 square feet, or 0.8144 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 09 degrees 32 minutes 35 seconds West, a distance of 2019.03 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 32 minutes 08 seconds West, a distance of 196.23 feet;
THENCE South 47 degrees 34 minutes 01 seconds West, a distance of 86.18 feet;
THENCE North 45 degrees 35 minutes 08 seconds West, a distance of 209.26 feet;
THENCE South 49 degrees 36 minutes 49 seconds West, a distance of 42.71 feet;
THENCE North 45 degrees 21 minutes 28 seconds West, a distance of 227.54 feet;
THENCE North 45 degrees 06 minutes 45 seconds East, a distance of 259.01 feet;
THENCE South 45 degrees 28 minutes 37 seconds East, a distance of 424.57 feet;
THENCE North 45 degrees 22 minutes 31 seconds East, a distance of 118.26 feet;
THENCE South 47 degrees 44 minutes 48 seconds East, a distance of 109.16 feet;
THENCE North 45 degrees 15 minutes 12 seconds East, a distance of 66.70 feet;
THENCE South 45 degrees 39 minutes 00 seconds East, a distance of 106.13 feet;
THENCE South 44 degrees 33 minutes 01 seconds West, a distance of 319.81 feet to the POINT OF BEGINNING.

Said lease area containing 164,194 square feet, or 3.7694 acres of land, more or less.

Said total combined lease area containing 15,107,602 square feet, or 346.8229 acres of land, more or less.

And:

A PARCEL OF LAND LOCATED IN SECTION 33 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA AND BEING A PORTION OF THE PINAL COUNTY AIR PARK AS DESCRIBED IN QUIT CLAIM DEED BETWEEN THE UNITED STATES OF AMERICA AND PINAL COUNTY, ARIZONA DATED 17 JUNE 1948, RECORDED IN BOOK 85 OF DEEDS, PAGE 389 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-½ INCH CAPPED PIPE STAMPED "PACIFIC U.S.E.D." MARKING THE NORTHEASTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK FROM WHICH A ½ INCH REBAR WITH TAG STAMPED "LS 2.1787" MARKING THE NORTHWESTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK, BEARS SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST AT A DISTANCE OF 10592.70 FEET;

THENCE ALONG THE NORTH LINE OF SAID PINAL AIR PARK, SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF 2174.27 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 29 MINUTES 39 SECONDS EAST A DISTANCE OF 2779.07 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 995.60 FEET;

THENCE SOUTH 44 DEGREES 43 MINUTES 49 SECONDS WEST A DISTANCE OF 770.93 FEET;

THENCE NORTH 45 DEGREES 29 MINUTES 36 SECONDS WEST A DISTANCE OF 198.02 FEET;

THENCE NORTH 44 DEGREES 36 MINUTES 11 SECONDS EAST A DISTANCE OF 116.40 FEET

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 408.84 FEET;

THENCE NORTH 44 DEGREES 25 MINUTES 03 SECONDS EAST A DISTANCE OF 211.35 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 36 SECONDS WEST A DISTANCE OF 78.60 FEET;

THENCE SOUTH 44 DEGREES 25 MINUTES 03 SECONDS WEST A DISTANCE OF 201.36 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 322.59 FEET;

THENCE NORTH 44 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 620.68 FEET;

THENCE NORTH 80 DEGREES 46 MINUTES 02 SECONDS EAST A DISTANCE OF 31.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



**STANDARD AGREEMENT BETWEEN CONTRACTOR AND
SUBCONTRACTOR
GENERAL RECITALS**

CONSTRUCTABLE PROJECT NO.	PROJECT NAME	SUBCONTRACT DATE	SUBCONTRACT NO.
22238	Ascent Aviation MRO Hangar	4/1/2024	22238-03-01

GENERAL CONTRACTOR INFORMATION:

CONSTRUCTABLE ("Contractor")
4200 Research Forest Drive, Suite 500
The Woodlands TX 77381

Contractor's Representative: **James Russell** Phone: **832-844-0500** Email: **jrussell@constructable.pro**

SUBCONTRACTOR INFORMATION:

Hardrock Concrete Placement Co., Inc. ("Subcontractor")
4839 W Brill St. Phoenix, AZ 85043
License No. ROC 096338
Tax I.D. No. 86-0717610

Subcontractor's Representative: **Cindy Kennemer** Phone: **480-800-4268** Email: **ckennemer@hrconcrete.com**

Scope of Work: **Complete Concrete and Site Paving Scope ("Scope of Work")**
(General Description/Caption only; further description detailed in Exhibit A)

Subcontract Price: **Five Million Seven Hundred Fifty-Three Thousand Seven Hundred Five Dollars and NO/100. ("Price")** (stated in words)

Amount: \$5,753,705.00 **Bond Required: NO**

PROJECT INFORMATION:

Project Description (brief): **Ascent Aviation MRO Hangar ("Project")**
Project Address: **24641 Pinal Air Park Rd., Marana, AZ 85653**
Principal General Contractor (if applicable):
Principal Contractor Address:

Owner Legal Name: **Ascent Aviation Services, Inc. ("Owner")**
Owner Address: **24641 Pinal Air Park Rd. Marana, AZ 85653**

Design Professional (if applicable): **THR3E Design LLC ("Design Professional")**
The Prime Agreement is the agreement entered into between the Contractor and the Owner. ("Prime Agreement")
Prime Agreement Date: **12/21/2023**
Monthly Billing Date: **20th of Each Month ("Monthly Billing Date")**
Monthly Billing Submitted Through GCPay
Retained Percentage: **5% ("Retainage")**
Warranty Period: **One (1) Year From Substantial Project Completion Date ("Warranty Period")**
Change Order Rate for mark up for overhead and profit (if applicable): **10 % ("Change Order Rate")**
Unit Rates (if applicable): **N/A (attach a separate sheet if necessary)**

 (Subcontractor Initials)  (CONSTRUCTABLE Initials)

10.3. ACCELERATION OF SUBCONTRACTOR'S WORK. If in the judgment of the Contractor, the Subcontractor will not be able to fully complete Subcontractor's Work within the time required thereunder or complete a portion of Subcontractor's Work as necessary for the overall coordination and timely completion of the Project, Contractor may order Subcontractor to prosecute Subcontractor's Work on an accelerated basis, including overtime if necessary, and Subcontractor shall, at the expense of Subcontractor, promptly, but in no event more than forty-eight (48) hours after such order, commence and continue to perform Subcontractor's Work on such basis to the extent necessary to cause Subcontractor's Work to be fully completed in a timely fashion in accordance with the Project Schedule and this Agreement.

11. CHANGES. Contractor, from time to time, without invalidating the Agreement, may order changes in the Subcontract Work within the general scope thereof consisting of additions, deletions, or other revisions to the Subcontract Work. Subcontractor, prior to the commencement of such changed or revised work, shall promptly submit to Contractor any claim for adjustment to the applicable Subcontract Price or Project Schedule because of such changed or revised work. All Change Orders, Modifications, Claims for Adjustments, and Notices provided in this Agreement shall be in writing.

11.1. NOTICE REQUIRED. Subcontractor shall not be entitled to any extra compensation or additional performance time unless written notice is delivered prior to beginning the work for which claim for extra payment or extra time is made; otherwise, such claim shall be waived. Subcontractor shall not perform any changed, revised, or extra work unless prior to the performance of such work, either: (i) Contractor and Subcontractor enter into a modification changing the Subcontract Price and/or Project Schedule for such changed, revised, or extra work and such modification is signed by the Contractor's project manager (not superintendent); or (ii) Contractor, through its project manager (not superintendent), after receiving Subcontractor's claim, provides Subcontractor written notice to proceed with the changed, revised, or extra work absent such modification. Such written notice to proceed with the alleged changed, revised, or extra work shall not constitute Contractor's consent or agreement to Subcontractor's claim that the work is changed, revised, or extra; or to the amount or time that Subcontractor claims for the changed, revised, or extra work, and Subcontractor shall proceed pursuant to paragraph 11.4.

11.2. FINALITY OF OWNER'S DECISION. Notwithstanding anything contained herein to the contrary, if the work for which Subcontractor claims extra compensation to be due is determined by the Owner, or the Owner's representative, to be such that Contractor is not entitled to additional compensation for such work from the Owner, then Subcontractor waives its right to extra compensation for such work and releases Contractor from any liability of payment therefor, except to the extent Contractor recovers from owner on a claim pursued at Subcontractor's request and expense. Subject to Subcontractor's right to participate in a proceeding disputing such a decision as provided in the applicable Prime Agreement, the decision of the Owner, or the Architect/Engineer as the Owner's representative, shall be final regarding whether extra compensation is due and regarding the amount of such extra compensation.

11.3. CLAIMS AGAINST OWNER. Contractor will cooperate with Subcontractor to submit any valid and enforceable claim against the Owner or Owner's representative for extra compensation or other relief allowed under the applicable Prime Agreement. As a condition precedent to Contractor's agreement to cooperate in the submittal of Subcontractor's claim against the Owner, Subcontractor agrees to pay for any expense, including reasonable attorney's fees, incurred in connection

with claims asserted at the request of Subcontractor, including the prepayment of any retainage fee that may be requested. The intended result of this Agreement is to permit pass-through claims as authorized by Arizona law, with the express understanding that Contractor's liability to Subcontractor on said claims is limited to the funds collected from Owner on the claims which Contractor asserts on behalf of Subcontractor, after deduction of Contractor's actual cost (such as expert witness fees, attorneys' fees, Court costs, etc.) incurred in pursuing said claims.

11.4. PROCEEDING WITH WORK. If Subcontractor and Contractor do not agree upon either (i) whether Subcontractor's written notice requesting extra compensation constitutes changed work or additional work beyond the original scope of the Subcontract Work, or (ii) the reasonable amount of extra compensation due for the changed or extra work, then Subcontractor shall proceed with the work in accordance with the instructions of Contractor. In such event, Subcontractor shall maintain and present to Contractor daily, in such form as Contractor may prescribe, an itemized accounting of the additional costs which Subcontractor alleges to be outside the original scope of the Subcontract Work, segregated from the costs within the original scope of the Subcontract Work. The daily accounting for additional costs alleged to be outside the original scope of the Subcontract Work shall itemize all material costs, all labor costs, and all equipment costs, together with sufficient supporting data, incurred by Subcontractor for the changed or additional work. Specifically contingent upon Subcontractor's submittal to Contractor each day during the performance of the alleged changed or additional work, and a final determination that the work was outside the original scope of the Subcontract Work, Subcontractor shall be entitled to recover, subject to the requirements for notice, all actual costs for labor, material, and equipment expended at the Project site for the changed or additional work, minus the costs for any deleted work, plus a sum equal to the percentage amount allowed in the Prime Agreement for Subcontractor's overhead and profit. If the Prime Agreement does not specify a percentage or limitation for Subcontractor's overhead and profit, then the maximum amount of Subcontractor's overhead and profit shall be the Change Order Rate, listed under the General Recitals, multiplied by its actual labor, material, and equipment costs as an aggregate amount for Subcontractor's overhead and profit. If Subcontractor's costs include lower tier subcontractors, the aggregate sum of Subcontractor's overhead and profit, together with all its lower tier subcontractors' overhead and profit, shall not exceed the lesser of the percentage amount allowed by the Prime Agreement or fifteen percent (15%) of the actual costs for labor, materials, and equipment at the Project site incurred by Subcontractor and all its sub-subcontractors.

12. PAYMENT

12.1. APPLICATION FOR PAYMENT. The Subcontractor's applications for payment shall be in the form as set forth in attached template, itemized and supported by substantiating data as required by the Subcontract Documents and submitted by the Monthly Billing Date. The Contractor shall incorporate the approved amount of the Subcontractor's application for payment into the Contractor's application for payment to the Owner for the same period and submit it to the Owner in a timely fashion. The Contractor shall promptly notify the Subcontractor of any changes in the amount requested on behalf of the Subcontractor.

12.2. CONDITION PRECEDENT. Notwithstanding anything contained in this Agreement to the contrary, all payments to Subcontractor shall be made by Contractor solely out of funds actually received by Contractor from the Owner, and receipt of payment by Contractor from the Owner shall be an express CONDITION PRECEDENT to payment by Contractor to Subcontractor for any and all of Subcontractor's Work. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that

 (Subcontractor Initials)  (CONSTRUCTABLE Initials)

Owner may fail to make one or more payments to Contractor for all or a portion of Subcontractor's Work. If the Owner has not paid Contractor, for any reason whatsoever, including, without limitation, the Owner's financial inability to pay or some other reason not related to Subcontractor, with the exception of Contractor's breach, Subcontractor agrees that Contractor shall not be liable for payment, nor be indebted to Subcontractor. Subcontractor assumes the credit risk of Owner and agrees that in connection with this Subcontract, it has relied solely on Owner's credit and not that of Contractor. As a result, Subcontractor stipulates, represents, and agrees that so long as Contractor makes reasonable efforts to collect any amount owed by Owner relating to Subcontractor's Work (or offers to assign such right to Subcontractor) it will never assert (and shall be estopped from asserting) in any legal proceeding or arbitration that the preceding contingent payment clause is unconscionable under applicable state law. Any surety of Contractor shall be entitled to assert the same condition precedent defense against Subcontractor. Progress payments, less retainage, shall be made to the Subcontractor, for Subcontract Work satisfactorily performed, no later than seven (7) days after receipt by the Contractor of payment from the Owner for the Subcontract Work, or 30 days from the date that the Contractor submits an application for payment to the Owner, whichever is earlier. Final payment of the balance due shall be made to the Subcontractor no later than seven (7) days after receipt by the Contractor of final payment from the Owner for the Subcontract Work, or 30 days from the date that the Contractor submits and application for final payment to the Owner, whichever is earlier. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees, or other documentation required by this Agreement or the Contractor.

12.3. CONTINUING OBLIGATIONS. Provided the Contractor is making payments on or has made payments to the Subcontractor in accordance with this Agreement, and, provided that Owner has not withheld any payment to Contractor, the Subcontractor shall reimburse the Contractor for any costs and expenses for any claim, obligation, or lien asserted before or after final payment is made that arises from the performance of the Subcontract Work. Subject to the foregoing limitations, the Subcontractor shall reimburse the Contractor for costs and expenses including reasonable attorneys' fees and costs and expenses incurred by the Contractor in satisfying, discharging, or defending against any such claims, obligation, or lien, including any action brought or judgment recovered.

12.4. PARTIAL LIEN WAIVERS AND AFFIDAVITS. As a prerequisite for payments, the Subcontractor shall provide, in a form provided by A.R.S. §33-1008, partial lien or claim waivers in the amount of the application for payment and affidavits covering its sub-subcontractors and suppliers for completed Subcontract Work. Such waivers may be conditional upon payment. The Contractor shall have the right to contact the Subcontractor's sub-subcontractors and suppliers to ascertain whether they are being paid by the Subcontractor in accordance with this Agreement. Contractor, in its sole and absolute discretion, may make payment to Subcontractor by checks made payable jointly to Subcontractor and Subcontractor's sub-subcontractors, materialmen, laborers, and/or suppliers.

12.5. SUBCONTRACTOR PAYMENTS. Upon payment by the Contractor, the Subcontractor shall promptly pay its sub-subcontractors and suppliers the amounts to which they are entitled. If the Contractor believes that labor, material, or other obligations incurred in the performance of the Subcontract Work are not being paid, the Contractor may take any steps it deems necessary to assure that progress payments are utilized to pay such obligations. If upon receipt of notice, the Subcontractor does not (a) supply evidence to the reasonable satisfaction of the Contractor that payment owed has been paid; or (b) post a bond indemnifying the Owner, the Contractor, the Contractor's surety, if any, and the premises from a claim or lien, the Contractor shall have

the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor from any and all loss, damage, or expense including attorneys' fees that may arise out of or relate to any such claim or lien.

12.6. SUBCONTRACTOR ASSIGNMENT OF PAYMENTS. The Subcontractor shall not assign any payment due or to become due under this Agreement, without the written consent of the Contractor.

12.7. PAYMENT NOT ACCEPTANCE. Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

12.8. WAIVER OF CLAIMS. Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for warranties, or for nonconforming or defective work discovered after final payment.

13. INDEMNITY. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Design Professional, the Owner, and their agents, consultants, and employees (the Indemnitees) from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs, and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, its sub-subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Subcontractor shall be entitled to reimbursement of any defense cost paid above the Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnitees.

14. INSURANCE. See Exhibit "F" for Insurance Requirements. Subcontractor shall obtain insurance of the types and amounts listed in Exhibit F, listing Owner and Contractor as additional insureds with respect to all liability policies. The policies shall provide for waiver of subrogation for liability in favor of additional insureds for general liability, auto liability, and workers compensation policies. The policies shall contain provisions requiring at least 30 days written notice to Owner and Subcontractor prior to cancellation.

15. WAIVER OF SUBROGATION. The Contractor and Subcontractor waive all rights against each other, the Owner, and the Design Professional, and any of their respective consultants, subcontractors, and sub-subcontractors, agents, and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in section 11, except such rights as they may have to the insurance proceeds and such rights as they may have for the Owner's failure to obtain and maintain any Project Builders Risk Coverage that the Owner may be obligated to provide. The Subcontractor shall require similar waivers from its sub-subcontractors. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

16. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. Except for any (a) liquidated, consequential, or other damages that the Owner is entitled to recover against the Contractor under the Prime Agreement, and (b) losses covered by insurance required by the Subcontract Documents, the Contractor and Subcontractor mutually waive all claims against each other for consequential damages, including damages for loss of business, loss of financing related to the Project, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, the Subcontractor shall obtain in another agreement from its subcontractor's mutual waivers of consequential damages that correspond to the Subcontractor's waiver of consequential damages herein. The provisions of this section shall also apply to and survive termination of this Agreement.

 ^{DS}
CK (Subcontractor Initials) ^{DS}
JR (CONSTRUCTABLE Initials)

17. **RISK OF LOSS.** Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Subcontract Work shall be upon the Subcontractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

18. **NOTICE TO CURE AND TERMINATION**

18.1. **NOTICE TO CURE A DEFAULT.** If the Subcontractor fails to satisfy contractual deficiencies, or fails to supply enough qualified workers, proper materials, or equipment, to maintain the Progress Schedule, or fails to make prompt payment to its workers, sub-subcontractors, or suppliers, or disregards laws or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within 48 hours after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Contractor without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies (i) supply workers, materials, equipment, and facilities as the Contractor deems necessary, in his reasonable discretion, for the completion of the Subcontract Work or any part which the Subcontractor has failed to complete; (ii) withhold any payments due or to become due the Subcontractor under this Agreement or any other contract with Subcontractor, whether related to the Project or otherwise, pending corrective action in amounts sufficient to cover losses and reasonable to the extent required by and to the satisfaction of the Contractor. In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice, but the Contractor shall give the Subcontractor notice promptly after the fact as a precondition of cost recovery; or

18.2. **USE OF SUBCONTRACTOR'S EQUIPMENT.** If the Contractor performs work under this article, either directly or through other subcontractors, and to the extent it has paid Subcontractor for them, the Contractor or other subcontractors shall have the right to take and use any materials, implements, equipment, appliances, or tools furnished by, or belonging to the Subcontractor and located at the Worksite for the purpose of completing any remaining Subcontract Work. Immediately upon completion of the Subcontract Work, any remaining materials, implements, equipment, appliances, or tools not consumed or incorporated in performance of the Subcontract Work, and furnished by, belonging to, or delivered to the Project by or on behalf of the Subcontractor, shall be returned to the Subcontractor in substantially the same condition as when they were taken, normal wear and tear excepted.

18.3. **TERMINATION BY OWNER.** Should the Owner terminate the Prime Agreement or any part which includes Subcontract Work, the Contractor shall notify the Subcontractor in writing within three (3) business days of termination and, upon written notification, this Agreement shall be terminated and the Subcontractor shall immediately stop the Subcontract Work, follow all of the Contractor's instructions, and mitigate all costs. In the event of Owner termination, Contractor liability to the Subcontractor shall be limited to the extent of Contractor recovery on the Subcontractor's behalf under the Prime Agreement. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of Owner termination and to permit the Subcontractor to prosecute the claim in the name of the Contractor, for the use and benefit of the Subcontractor, or assign the claim to the Subcontractor.

18.4. **TERMINATION FOR CONVENIENCE.** Contractor may, at its sole option, at any time, terminate without Subcontractor's default the whole or any part of the Subcontract work for the convenience of the Contractor. Subcontractor agrees that upon any such termination, the Subcontractor's sole remedy shall be payment of the lesser of: (i) the

appropriate share of the amount which Contractor is paid under its agreement with the Owner for the Subcontractor's work properly completed by Subcontractor as of the date of such termination; or (ii) the value of all work properly performed by Subcontractor, less all payments Subcontractor has previously received for Subcontract Work performed. The value shall not exceed Subcontractor's actual costs for labor, materials, and equipment, plus ten percent (10%) for profit and overhead. Subcontractor waives all claims for lost or anticipated profits, arising from or related to any such termination by Contractor. Subcontractor shall not be entitled to any claim or claim of lien against Contractor or Owner for any additional compensation or damages in the event of such termination and payment.

18.5. **TERMINATION BY CONTRACTOR FOR CAUSE.** If the Subcontractor fails to commence and satisfactorily continue correction of a default within 48 hours after written notification issued under Section 18.1, then the Contractor may, in lieu of or in addition to section 18.1, issue a second written notification to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within 48 hours of the written notification, the Agreement will be deemed terminated. A written notice of termination shall be issued by the Contractor to the Subcontractor at the time the Subcontractor is terminated. The Contractor may furnish those materials or equipment or employ such workers or subcontractors as the Contractor deems necessary to maintain the orderly progress of the Contractor's work. All costs incurred by the Contractor in performing the Subcontract Work, including reasonable overhead, profit, and attorneys' fees, costs, and expenses, shall be deducted from any monies due or to become due the Subcontractor. The Subcontractor shall be liable for payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount.

19. **SUSPENSION BY CONTRACTOR.** The Contractor may order the Subcontractor in writing to suspend all or any part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of the Contractor. Phased Work or interruptions of the Subcontract Work for short periods of time shall not be considered a suspension. The Subcontractor, after receipt of the Contractor's order, shall notify the Contractor in writing in sufficient time to permit the Contractor to provide timely notice to the Owner in accordance with the Prime Agreement of the effect of such order upon the Subcontract Work. The Subcontract Amount or Subcontract Time shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension. No claim under this section shall be allowed for any costs incurred more than seven (7) Days prior to the Subcontractor's notice to the Contractor. Neither the Subcontract Amount nor the Progress Schedule shall be adjusted for any suspension, to the extent that performance would have been suspended, due in whole or in part to the fault or negligence of the Subcontractor or by a cause for which the Subcontractor would have been responsible. The Subcontractor Amount shall not be adjusted for any suspension to the extent that performance would have been suspended by a cause for which the Subcontractor would have been entitled only to a time extension under this Agreement.

20. **CORRECTION OF WORK.** If the Design Professional or Contractor rejects the Subcontract Work or the Subcontract Work is not in conformance with the Subcontract Documents, the Subcontractor shall promptly correct the defective or nonconforming Subcontract Work. Completion of the Subcontract Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Subcontract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended,

CK^{DS} (Subcontractor Initials) JR^{DS} (CONSTRUCTABLE Initials)

benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

22.2. **AMBIGUITIES.** In the event of an ambiguity or inconsistency in any of the provisions or terms of this Agreement and any of the terms or provisions of the Exhibits to this Agreement, or if there are conflicting provisions or terms in this Agreement and the Prime Agreement, the parties hereby agree that the clause[s], term[s], or provision[s] that has or have the most stringent requirements for Subcontractor shall prevail.

22.3. **ASSIGNMENT.** The Subcontractor shall not assign the whole or any part of the Subcontract Work or this Agreement without prior written approval of the Contractor.

22.4. **MODIFICATIONS.** Any modification to this agreement must be done through redlines or by formal signed addendum. The parties agree that any modifications to the Agreement that are not apparent and initialed by both parties, or are not redlined and initialed by both parties, or are not included in a signed addendum, shall have no force or effect and the original language that existed prior to the modification shall apply.

22.5. **JOINT DRAFTING.** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

SUBCONTRACTOR: Hardrock Concrete Placement Co., Inc.

DocuSigned by:
BY: Cindy Kennemer
451EEBACE4A7454...

PRINT NAME: Cindy Kennemer

PRINT TITLE: Vice President

CONTRACTOR: CONSTRUCTABLE

DocuSigned by:
BY: James Russell
484A2187C2D54E8...

PRINT NAME: James Russell

PRINT TITLE: Project Manager



EXHIBIT A: SCOPE OF WORK
CONCRETE

This scope of work supplements the contract between Constructable and its subcontractor, Hardrock Concrete Placement. Where any discrepancy or contradiction exists between this scope-of-work and the other contract documents, the document with the strictest terms and conditions construed in favor of CONSTRUCTABLE shall apply.

- A. Scope of this work **INCLUDES**, but is not necessarily limited to, the following noted items:
1. Work in accordance with IFC drawings for the project, dated 11/15/2023 and specifications. All items listed are to include Hangar 1, Hangar 2, and Spine building unless otherwise specified.
 2. Material & labor necessary to complete concrete work. Including, but not limited to, the following: footings, foundation walls, pilasters, drilled piers with temp casing as needed, according to plans and specifications.
 3. Supply and install pier caps, setting of anchor bolts and concrete surrounding trench drains (provided by others) according to plans and specifications.
 4. Supply and install cast in place stem walls (Hangar 2), cast in place at stairs/ramps and cast in place pedestals according to plans and specifications.
 5. Supply and install 12" thick sloped slab on grade according to plans and specifications.
 6. Supply and install vapor barrier (15 mil), dowels at construction joints, slab recess, slab steps, chemical cure according to plans and specifications.
 7. Supply and install bollards according to plans and specifications.
 8. Supply and install generator pad and switch gear pad according to plans and specifications.
 9. Perform saw cuts where necessary.
 10. Site Concrete
 11. Exterior Apron
 12. Leave outs and embeds, embeds furnished by others, for hangar mega doors.
 13. Compaction, ABC and finegrade
 14. Stock pile of spoils, haul off or distribution TBD. Should haul off be required, price to be determined via change order at that time.
 15. Tying and placement of reinforcing steel mesh & rebar shoes.

16. Block outs and diamond pour backs for other trades.
17. Sufficient manpower to maintain project schedule.
18. Setting all concrete embeds, provided by others.
19. Anchor bolts, templates, expansion joints and construction joints. Anchor bolts and templates to be provided by others.
20. Provide street sweep as necessary.
21. Provide washout bins.
22. Subcontractor is responsible to provide job superintendent with copies of all delivery tickets from concrete ready mix company.
23. Subcontractor is responsible for furnishing and installing the work in accordance with any/all current Federal, State and Local Codes, Documents, Publications and Standards.
24. Subcontractor is responsible for coordinating and arranging for all inspections for his own work, as required by the current regulations.
25. Subcontract is based on area move-ins, as required by sequencing.
26. All layouts for this subcontract, benchmarks will be provided.
27. Costs of all water required for this scope. Includes furnishing drinking water.
28. Full time working superintendent assigned to jobsite.
29. Graveled lay down/staging and access areas are limited. Material may be stored on site to the extent that there is area available. All materials delivered, stored, and handled on site must be placed on stickers of sufficient size to prevent mud, dirt, and debris from accumulating thereon. It is the responsibility of the Subcontractor to protect from theft, weather, and damage, all material, tools, equipment, and supplies left at the site.
30. Daily clean up by Subcontractor is required. All debris and waste created by Subcontractor, including but not limited to concrete, scrap, stickers, pallets, etc. shall be removed from the site by the Subcontractor. CONSTRUCTABLE will not provide for the removal of debris or pay for the landfill/disposal fees/costs. Any clean up or debris disposed of by CONSTRUCTABLE shall be charged to Subcontractor or set off from amounts due Subcontractor at a rate of \$150 per man-hour per man, plus haul and dump and administrative fees.
31. Subcontractor shall be responsible for offloading and handling of all material and equipment included within his scope of work and Subcontractor shall be responsible for providing all necessary equipment for his scope of work including but not limited to pumping and hoisting, scaffolding, scissor lifts, telescoping lifts, forklifts, ladders, harnesses, crane, man baskets, etc.
32. Sufficient manpower to complete all work activities in accordance with CONSTRUCTABLE's construction schedule.

33. Familiarization with existing works conditions. Subcontractor is required to familiarize himself with all architectural and MEP drawings and to provide a complete scope of work.
34. Coordination with other trades. All potential space conflicts are to be identified in shop drawing phase. Field space conflicts encountered shall be reworked or rerouted at no additional cost. If a space conflict is identified in shop drawing phase, only a scope change by an Owner's design consultant will be considered for contract price adjustment.
35. Timely requests for clarifications and other information so as to allow reasonable response time and avoid delay to the construction schedule.
36. Change Order work is to proceed only with CONSTRUCTABLE written work authorization signed by the Project Manager
37. Submittal of Subcontract billings are to be submitted by the 20th of each month as required by cost loaded schedule.
38. The Subcontractors will provide temporary access as required for their work. This includes scaffolding, catwalks, etc.
39. In the event that damage is caused by unknown parties to any portion of the work, all Subcontractors, including CONSTRUCTABLE, that may have reasonably been in the area where the damage occurred as determined by CONSTRUCTABLE, will be assessed an equal share of the cost to repair such damage.
40. Submittals shall be furnished strictly in accordance with the contract documents and thereafter in sufficient advance time so as to permit submittal to the Owner, approval by the Owner and return to the Subcontractor in order that the Subcontractor's work shall proceed according to the requirements of his Subcontract. All submittals of shop drawings together with all other correspondence relating to the job shall be made to CONSTRUCTABLE and in no event shall be made directly to the Architect or Owner.
41. Subcontractor, upon completion of his work, must notify Superintendent of his intent to leave the jobsite and with Superintendent jointly inspect the work to determine if the work is complete and in accordance with the plans and specifications.

B. Subcontract QUALIFICATIONS:

1. No onsite storage will be provided except as directed by CONSTRUCTABLE. The Subcontractor will be responsible for all costs of storage, transportation and receiving as required.
2. If Subcontractor must work overtime to meet the Construction Schedule due to Subcontractor's fault and/or Subcontractor must perform remedial work due to unacceptable workmanship or materials or work that does not meet the requirements of CONSTRUCTABLE's Documents, the Subcontractor will pay for his costs and shall reimburse CONSTRUCTABLE for all costs incurred due to this overtime and/or remedial work including CONSTRUCTABLE's supervision, provided remedial work takes place during non-operating hours.

3. Subcontractor shall provide maximum protection to all existing and/or finished construction throughout the course of the work. CONSTRUCTABLE will not accept any claim for repair or replacement of Subcontractor's material or installation work due to vandalism, malicious mischief, construction traffic, theft, etc. inflicted by unidentifiable parties. Any such replacement or repairs shall be at Subcontractor's cost.

**CONSTRUCTABLE****EXHIBIT C: DRAWING LOG AND SPECIFICATIONS**

Number	Name	Set	Tags
---	COVER SHEET	11/15/2023	General
.G100	GENERAL INFORMATION	11/15/2023	General
.G101	STANDARD MOUNTING HEIGHTS AND ADA CLEARANCES	11/15/2023	General
.G110	LIFE SAFETY PLAN	11/15/2023	General
.G120	FIRE RESISTIVE ASSEMBLIES DESIGN REFERENCE	11/15/2023	General
.G121	FIRE RESISTIVE ASSEMBLIES DESIGN REFERENCE	11/15/2023	General
G1.00	COVER	11/15/2023	General
G1.01	SHEET INDEX, ABBREVIATIONS & LEGEND	11/15/2023	General
G1.02	GENERAL NOTES & QUANTITIES	11/15/2023	General
G1.03	AIRPORT SITE PLAN	11/15/2023	General
G1.04	PROJECT SITE PLAN	11/15/2023	General
G1.05	SWPPP PLANS	11/15/2023	General
G1.06	SWPPP DETAILS	11/15/2023	General
G2.01	TYPICAL SECTIONS	11/15/2023	General
D1.01	CIVIL DEMOLITION	11/15/2023	Civil
C1.01	SITE & PAVING PLAN	11/15/2023	Civil
C2.01	GRADING & DRAINAGE PLAN	11/15/2023	Civil
C2.02	STORM DRAIN PLAN & PROFILE	11/15/2023	Civil
C2.03	STORM DRAIN PLAN & PROFILE	11/15/2023	Civil
C2.04	STORM DRAIN PLAN & PROFILE	11/15/2023	Civil
C2.05	STORM DRAIN PLAN & PROFILE	11/15/2023	Civil
C2.06	DRAINAGE DETAILS	11/15/2023	Civil
C3.01	PAVEMENT ELEVATION PLAN	11/15/2023	Civil
C4.01	PCCP JOINTING PLAN	11/15/2023	Civil
C4.02	PCCP JOINTING PLAN	11/15/2023	Civil
C6.01	UTILITY PLAN	11/15/2023	Civil
W2.00	W&WW NOTES	11/15/2023	Civil
W2.01	W&WW CONSTRUCTION	11/15/2023	Civil
W2.02	W&WW CONSTRUCTION SSWR	11/15/2023	Civil
W2.03	W&WW CONSTRUCTION SSWR LATERAL	11/15/2023	Civil
E1.0	ELECTRICAL LEGEND AND NOTES	11/15/2023	Civil
E2.0	ELECTRICAL DEMOLITION PLAN	11/15/2023	Civil
E3.0	ELECTRICAL SITE PLAN	11/15/2023	Civil
E4.0	SINGLE LINE DIAGRAM AND NOTES AND PANEL SCHEDULE	11/15/2023	Civil
X1.00	CROSS SECTION	11/15/2023	Civil
S000	3D VIEWS	11/15/2023	Structural
S101	GENERAL NOTES	11/15/2023	Structural
S102	GENERAL NOTES	11/15/2023	Structural
S110	OVERALL FOUNDATION PLAN	11/15/2023	Structural
S111	FOUNDATION PLAN- HANGAR 1 QUADRANT A	11/15/2023	Structural

(Subcontractor Initials)

(CONSTRUCTABLE Initials)

S112	FOUNDATION PLAN- HANGAR 1 QUADRANT B	11/15/2023	Structural
S113	FOUNDATION PLAN- HANGAR 1 QUADRANT C	11/15/2023	Structural
S114	FOUNDATION PLAN- HANGAR 1 QUADRANT D	11/15/2023	Structural
S115	FOUNDATION PLAN- HANGAR 2 QUADRANT E	11/15/2023	Structural
S116	FOUNDATION PLAN- HANGAR 2 QUADRANT F	11/15/2023	Structural
S117	FOUNDATION PLAN- HANGAR 2 QUADRANT G	11/15/2023	Structural
S118	FOUNDATION PLAN- HANGAR 2 QUADRANT H	11/15/2023	Structural
S210	OVERALL ROOF PLAN	11/15/2023	Structural
S211	SPINE BUILDING - ROOF FRAMING PLAN	11/15/2023	Structural
S301	FOUNDATION DETAILS	11/15/2023	Structural
S302	FOUNDATION DETAILS	11/15/2023	Structural
S303	FOUNDATION DETAILS	11/15/2023	Structural
S401	FRAMING DETAILS	11/15/2023	Architectural
S402	FRAMING DETAILS	11/15/2023	Architectural
S501	BRACE DETAILS AND ELEVATIONS	11/15/2023	Architectural
A001	DEMOLITION SITE PLAN	11/15/2023	Architectural
A100	SITE PLAN	11/15/2023	Architectural
A110	OVERALL FLOOR PLAN	11/15/2023	Architectural
A111	FLOOR PLAN - HANGAR 1 QUADRANT A	11/15/2023	Architectural
A112	FLOOR PLAN - HANGAR 1 QUADRANT B	11/15/2023	Architectural
A113	FLOOR PLAN - HANGAR 1 QUADRANT C	11/15/2023	Architectural
A114	FLOOR PLAN - HANGAR 1 QUADRANT D	11/15/2023	Architectural
A115	FLOOR PLAN - HANGAR 2 QUADRANT E	11/15/2023	Architectural
A116	FLOOR PLAN - HANGAR 2 QUADRANT F	11/15/2023	Architectural
A117	FLOOR PLAN - HANGAR 2 QUADRANT G	11/15/2023	Architectural
A118	FLOOR PLAN - HANGAR 2 QUADRANT H	11/15/2023	Architectural
A120	OVERALL ROOF PLAN	11/15/2023	Architectural
A121	ROOF PLAN - SPINE BUILDING	11/15/2023	Architectural
A140	OVERALL FINISH PLAN	11/15/2023	Architectural
A141	FINISH PLAN - HANGAR 1 QUADRANT A	11/15/2023	Architectural
A142	FINISH PLAN - HANGAR 1 QUADRANT B	11/15/2023	Architectural
A143	FINISH PLAN - HANGAR 1 QUADRANT C	11/15/2023	Architectural
A144	FINISH PLAN - HANGAR 1 QUADRANT D	11/15/2023	Architectural
A145	FINISH PLAN - HANGAR 2 QUADRANT E	11/15/2023	Architectural
A146	FINISH PLAN - HANGAR 2 QUADRANT F	11/15/2023	Architectural
A147	FINISH PLAN - HANGAR 2 QUADRANT G	11/15/2023	Architectural
A148	FINISH PLAN - HANGAR 2 QUADRANT H	11/15/2023	Architectural
A160	OVERALL REFLECTED CEILING PLAN	11/15/2023	Architectural
A161	REFLECTED CEILING PLAN - SPINE BUILDING & AUX VALVE RMS	11/15/2023	Architectural
A200	EXTERIOR ELEVATIONS	11/15/2023	Architectural
A210	INTERIOR ELEVATIONS	11/15/2023	Architectural
A300	BUILDING SECTIONS	11/15/2023	Architectural
A320	WALL SECTIONS	11/15/2023	Architectural
A321	EXTERIOR WALL DETAILS	11/15/2023	Architectural
A400	ENLARGED FLOOR PLANS AND ELEVATIONS	11/15/2023	Architectural
A401	ENLARGED FLOOR PLANS AND ELEVATIONS	11/15/2023	Architectural

A402	ENLARGED STAIR PLANS AND DETAILS	11/15/2023	Architectural
A520	PARTITION TYPES	11/15/2023	Architectural
A521	INTERIOR CONSTRUCTION DETAILS	11/15/2023	Architectural
A540	DOOR AND WINDOW SCHEDULES AND HARDWARE	11/15/2023	Architectural
A542	DOOR HARDWARE	11/15/2023	Architectural
A560	MILLWORK DETAILS	11/15/2023	Architectural
A600	FINISH SCHEDULE	11/15/2023	Architectural
A601	TOILET ACCESSORIES AND EQUIPMENT SCHEDULES	11/15/2023	Architectural
F001	FIRE PROTECTION SYMBOLS & ABBREVIATIONS	11/15/2023	Fire Protection
F100	FIRE PROTECTION SITE PLAN	11/15/2023	Fire Protection
F111	FIRE PROTECTION OVERALL FLOOR PLAN	11/15/2023	Fire Protection
F111a	FIRE PROTECTION FLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Fire Protection
F111b	FIRE PROTECTION FLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Fire Protection
F111c	FIRE PROTECTION FLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Fire Protection
F111d	FIRE PROTECTION FLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Fire Protection
F111e	FIRE PROTECTION FLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Fire Protection
F111f	FIRE PROTECTION FLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Fire Protection
F111g	FIRE PROTECTION FLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Fire Protection
F111h	FIRE PROTECTION FLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Fire Protection
F601	FIRE PROTECTION SECTIONS	11/15/2023	Fire Protection
F602	FIRE PROTECTION SECTIONS	11/15/2023	Fire Protection
F603	FIRE PROTECTION SECTIONS	11/15/2023	Fire Protection
F701	FIRE PROTECTION FLOW DIAGRAM	11/15/2023	Fire Protection
F801	FIRE PROTECTION DETAILS	11/15/2023	Fire Protection
F802	FIRE PROTECTION DETAILS	11/15/2023	Fire Protection
M001	MECHANICAL SYMBOLS & ABBREVIATIONS	11/15/2023	Mechanical
M111	MECHANICAL OVERALL FLOOR PLAN	11/15/2023	Mechanical
M111a	MECHANICAL FLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Mechanical
M111B	MECHANICAL FLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Mechanical
M111c	MECHANICAL FLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Mechanical
M111d	MECHANICAL FLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Mechanical
M111e	MECHANICAL FLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Mechanical
M111f	MECHANICAL FLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Mechanical
M111g	MECHANICAL FLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Mechanical
M111h	MECHANICAL FLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Mechanical
M112	MECHANICAL ROOF PLAN	11/15/2023	Mechanical
M601	MECHANICAL SECTIONS	11/15/2023	Mechanical
M801	MECHANICAL DETAILS	11/15/2023	Mechanical
M901	MECHANICAL SCHEDULES	11/15/2023	Mechanical
E001	ELECTRICAL SYMBOLS & ABBREVIATIONS	11/15/2023	Electrical
E050	ELECTRICAL GROUNDING PLAN	11/15/2023	Electrical
E060	ELECTRICAL CLASSIFICATION PLAN	11/15/2023	Electrical
E100	ELECTRICAL SITE PLAN	11/15/2023	Electrical
E110	ELECTRICAL OVERALL UNDERFLOOR PLAN	11/15/2023	Electrical
E110a	ELECTRICAL UNDERFLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Electrical
E110b	ELECTRICAL UNDERFLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Electrical

E110c	ELECTRICAL UNDERFLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Electrical
E110d	ELECTRICAL UNDERFLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Electrical
E110e	ELECTRICAL UNDERFLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Electrical
E110f	ELECTRICAL UNDERFLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Electrical
E110g	ELECTRICAL UNDERFLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Electrical
E110h	ELECTRICAL UNDERFLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Electrical
E211	ELECTRICAL POWER PLAN OVERALL FLOOR PLAN	11/15/2023	Electrical
E211a	ELECTRICAL POWER FLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Electrical
E211b	ELECTRICAL POWER FLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Electrical
E211c	ELECTRICAL POWER FLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Electrical
E211d	ELECTRICAL POWER FLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Electrical
E211e	ELECTRICAL POWER FLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Electrical
E211f	ELECTRICAL POWER FLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Electrical
E211g	ELECTRICAL POWER FLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Electrical
E211h	ELECTRICAL POWER FLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Electrical
E212	ELECTRICAL POWER ROOF PLAN	11/15/2023	Electrical
E311	ELECTRICAL LIGHTING OVERALL FLOOR PLAN	11/15/2023	Electrical
E311a	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Electrical
E311b	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Electrical
E311c	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Electrical
E311d	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Electrical
E311e	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Electrical
E311f	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Electrical
E311g	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Electrical
E311h	ELECTRICAL LIGHTING FLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Electrical
E411	ELECTRICAL SYSTEMS OVERALL FLOOR PLAN	11/15/2023	Electrical
E411a	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Electrical
E411b	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Electrical
E411c	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Electrical
E411d	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Electrical
E411e	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Electrical
E411f	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Electrical
E411g	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Electrical
E411h	ELECTRICAL SYSTEMS FLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Electrical
E700	FEEDER AND UNDERFLOOR RACEWAY SCHEDULES	11/15/2023	Electrical
E701	ONE LINE DIAGRAM	11/15/2023	Electrical
E801	ELECTRICAL DETAILS	11/15/2023	Electrical
E901	ELECTRICAL SCHEDULES	11/15/2023	Electrical
E902	ELECTRICAL SCHEDULES	11/15/2023	Electrical
E903	ELECTRICAL SCHEDULES	11/15/2023	Electrical
E904	ELECTRICAL SCHEDULES	11/15/2023	Electrical
E920	ELECTRICAL SCHEDULES	11/15/2023	Electrical
P001	PLUMBING SYMBOLS & ABBREVIATIONS	11/15/2023	Plumbing
P110	PLUMBING OVERALL UNDERFLOOR PLAN	11/15/2023	Plumbing
P110a	PLUMBING UNDERFLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Plumbing
P110b	PLUMBING UNDERFLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Plumbing

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P110c	PLUMBING UNDERFLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Plumbing
P110d	PLUMBING UNDERFLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Plumbing
P110e	PLUMBING UNDERFLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Plumbing
P110f	PLUMBING UNDERFLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Plumbing
P110g	PLUMBING UNDERFLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Plumbing
P110h	PLUMBING UNDERFLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Plumbing
P111	PLUMBING OVERALL FLOOR PLAN	11/15/2023	Plumbing
P111a	PLUMBING FLOOR PLAN - HANGAR 1 - QUADRANT A	11/15/2023	Plumbing
P111b	PLUMBING FLOOR PLAN - HANGAR 1 - QUADRANT B	11/15/2023	Plumbing
P111c	PLUMBING FLOOR PLAN - HANGAR 1 - QUADRANT C	11/15/2023	Plumbing
P111d	PLUMBING FLOOR PLAN - HANGAR 1 - QUADRANT D	11/15/2023	Plumbing
P111e	PLUMBING FLOOR PLAN - HANGAR 2 - QUADRANT E	11/15/2023	Plumbing
P111f	PLUMBING FLOOR PLAN - HANGAR 2 - QUADRANT F	11/15/2023	Plumbing
P111g	PLUMBING FLOOR PLAN - HANGAR 2 - QUADRANT G	11/15/2023	Plumbing
P111h	PLUMBING FLOOR PLAN - HANGAR 2 - QUADRANT H	11/15/2023	Plumbing
P601	SANITARY FLOW DIAGRAM	11/15/2023	Plumbing
P701	PLUMBING ISOMETRICS	11/15/2023	Plumbing
P801	PLUMBING DETAILS	11/15/2023	Plumbing
P901	PLUMBING SCHEDULES	11/15/2023	Plumbing



EXHIBIT D: SCHEDULE

ID	Task Name	Duration	% Complete	Start	Finish
1	ASCENT AVIATION MRO PINAL AIRPARK	337 days	0%	Wed 11/15/23	Thu 2/21/25
2	Preconstruction Phase	178 days	0%	Wed 11/15/23	Mon 7/22/24
3	IFC Drawings	0 days	100%	Wed 11/15/23	Wed 11/15/23
4	CATEX Approval	0 days	0%	Tue 1/2/24	Tue 1/2/24
5	Permit	42 days	0%	Thu 1/4/24	Fri 3/1/24
6	Demo Permit	1 day	0%	Tue 1/16/24	Tue 1/16/24
7	Site Survey	1 day	0%	Mon 3/4/24	Mon 3/4/24
8	Hanger 2 Delivery by Rubb	0 days	0%	Mon 7/22/24	Mon 7/22/24
9	Subcontractors Procurement Phase	30 days	0%	Wed 11/15/23	Tue 12/16/23
12	Submittal Phase	124 days	0%	Wed 11/15/23	Mon 9/30/24
33	HANGER 1 CONSTRUCTION	157 days	0%	Wed 1/17/24	Thu 6/22/24
34					
35	Demolition	21 days	0%	Wed 1/17/24	Wed 2/14/24
36	SWPPP & Site Grading	3 days	0%	Fri 3/8/24	Tue 3/12/24
37	Building Pad Fill	10 days	0%	Fri 3/8/24	Thu 3/21/24
38	Drilled Piers	12 days	0%	Tue 3/19/24	Wed 4/3/24
39	Beams and Pier Caps	30 days	0%	Thu 4/4/24	Wed 5/15/24
40					
41	Hanger 1 Erection - Rubb Structure - Grid A to B & 10 to 11	5 days	0%	Thu 5/16/24	Wed 5/22/24
42	Steel Erection	5 days	0%	Thu 5/16/24	Wed 5/22/24
43	Hanger 1 Erection - Rubb Structure - Grid C to D & 10 to 18	5 days	0%	Thu 5/23/24	Wed 5/29/24
44	Steel Erection	5 days	0%	Thu 5/23/24	Wed 5/29/24
45	Hanger 1 Erection - Rubb Structure - Grid E to F & 10 to 18	5 days	0%	Thu 5/30/24	Wed 6/5/24
46	Steel Erection	5 days	0%	Thu 5/30/24	Wed 6/5/24
47	Hanger 1 Erection - Rubb Structure - Grid G to H & 10 to 18	5 days	0%	Thu 6/6/24	Wed 6/12/24
48	Steel Erection	5 days	0%	Thu 6/6/24	Wed 6/12/24
49	Hanger 1 Erection - Rubb Structure - Grid I to J & 10 to 18	5 days	0%	Thu 6/13/24	Wed 6/19/24
50	Steel Erection	5 days	0%	Thu 6/13/24	Wed 6/19/24
51	Fabric Installation (Rubb)	40 days	0%	Thu 6/20/24	Wed 8/14/24
52	Hanger 2 Slab Works - Grid A to B & 10 to 18	36 days	0%	Thu 5/16/24	Thu 7/4/24
53	Install Pits	1 day	0%	Thu 5/16/24	Thu 5/16/24
54	Underground MEP Works	7 days	0%	Fri 6/14/24	Mon 6/24/24
55	Rebars for Slab	7 days	0%	Tue 6/25/24	Wed 7/3/24
56	Slab Concrete	1 day	0%	Thu 7/4/24	Thu 7/4/24

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ID	Task Name	Duration	% Complete	Start	Finish
57	Hanger 1 Slab Works Grid B to C 10 to 18	28 days	0%	Thu 6/6/24	Mon 7/15/24
58	Install Pits	1 day?	0%	Thu 6/6/24	Thu 6/6/24
59	Underground MEP Works	7 days	0%	Thu 6/6/24	Fri 6/14/24
60	Rebars for Slab	7 days	0%	Thu 7/4/24	Fri 7/12/24
61	Slab Concrete	1 day	0%	Mon 7/15/24	Mon 7/15/24
62	Hanger 1 Slab Works Grid E to F 10 to 18	28 days	0%	Thu 6/13/24	Wed 7/24/24
63	Install Pits	1 day?	0%	Thu 6/13/24	Thu 6/13/24
64	Underground MEP Works	7 days	0%	Mon 6/17/24	Tue 6/25/24
65	Rebars for Slab	7 days	0%	Mon 7/15/24	Tue 7/23/24
66	Slab Concrete	1 day	0%	Wed 7/24/24	Wed 7/24/24
67	Hanger 1 Slab Works Grid G to H 10 to 18	28 days	0%	Wed 6/26/24	Fri 8/2/24
68	Underground MEP Works	7 days	0%	Wed 6/26/24	Thu 7/4/24
69	Rebars for Slab	7 days	0%	Wed 7/24/24	Thu 8/1/24
70	Slab Concrete	1 day	0%	Fri 8/2/24	Fri 8/2/24
71	Hanger 1 Slab Works Grid I to K 10 to 18	28 days	0%	Fri 7/5/24	Tue 8/13/24
72	Underground MEP Works	7 days	0%	Fri 7/5/24	Mon 7/15/24
73	Rebars for Slab	7 days	0%	Fri 8/2/24	Mon 8/12/24
74	Slab Concrete	1 day	0%	Tue 8/13/24	Tue 8/13/24
75	Hanger 1 Build Out	22 days	0%	Thu 7/4/24	Tue 8/10/24
76	MEP Rough In	25 days	0%	Thu 7/4/24	Wed 8/7/24
77	MEP Fixtures	14 days	0%	Thu 8/8/24	Tue 8/27/24
78	Testing, Commissioning, Start Up	1 day?	0%	Tue 8/27/24	Tue 8/27/24
79	Flooring	5 days	0%	Wed 8/28/24	Tue 9/3/24
80	Punch	5 days	0%	Wed 9/4/24	Tue 9/10/24
81	Hangar 1 CO	0 days	0%	Tue 9/10/24	Tue 9/10/24
82	HANGER 2 CONSTRUCTION	189 days?	0%	Thu 4/4/24	Tue 12/24/24
83					
84	Drilled Piers	24 days	0%	Thu 4/4/24	Tue 5/7/24
85	Beams and Pier Caps	30 days	0%	Wed 5/8/24	Tue 6/18/24
86					
87	Hanger 2 Erection - Ribs Structure Grid A to B & 10 to 18	5 days	0%	Mon 7/22/24	Fri 7/26/24
88	Steel Erection	5 days	0%	Mon 7/22/24	Fri 7/26/24
89	Hanger 2 Erection - Ribs Structure Grid C to D & 10 to 18	5 days	0%	Mon 7/29/24	Fri 8/2/24
90	Steel Erection	5 days	0%	Mon 7/29/24	Fri 8/2/24

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ID	Task Name	Duration	% Complete	Start	Finish
91	Hanger 2 Erection - Rubb Structure Grid E to F & 10 to 18	5 days	0%	Mon 8/5/24	Fri 8/9/24
92	Steel Erection	5 days	0%	Mon 8/5/24	Fri 8/9/24
93	Hanger 2 Erection - Rubb Structure Grid G to H & 10 to 18	5 days	0%	Mon 8/12/24	Fri 8/16/24
94	Steel Erection	5 days	0%	Mon 8/12/24	Fri 8/16/24
95	Hanger 2 Erection - Rubb Structure Grid I to K & 10 to 18	10 days	0%	Mon 8/19/24	Fri 8/30/24
96	Steel Erection	10 days	0%	Mon 8/19/24	Fri 8/30/24
97	Fabric Installation (Rubb)	40 days	0%	Mon 9/2/24	Fri 10/25/24
98	Hanger 2 Slab Works Grid A to B & 10 to 18	18 days	0%	Mon 8/5/24	Wed 8/28/24
99	Install Pits	1 day?	0%	Mon 8/5/24	Mon 8/5/24
100	Underground MEP Works	7 days	0%	Mon 8/5/24	Tue 8/13/24
101	Rebars for Slab	10 days	0%	Wed 8/14/24	Tue 8/27/24
102	Slab Concrete	1 day	0%	Wed 8/28/24	Wed 8/28/24
103	Hanger 2 Slab Works Grid C to D & 10 to 18	7 days	0%	Wed 8/14/24	Wed 8/14/24
104	Underground MEP Works	7 days	0%	Wed 8/14/24	Thu 8/22/24
105	Rebars for Slab	10 days	0%	Wed 8/28/24	Tue 9/10/24
106	Slab Concrete	1 day	0%	Wed 9/11/24	Wed 9/11/24
107	Hanger 2 Slab Works Grid E to F & 10 to 18	7 days	0%	Fri 8/23/24	Wed 9/25/24
108	Underground MEP Works	7 days	0%	Fri 8/23/24	Mon 9/2/24
109	Rebars for Slab	10 days	0%	Wed 9/11/24	Tue 9/24/24
110	Slab Concrete	1 day	0%	Wed 9/25/24	Wed 9/25/24
111	Hanger 2 Slab Works Grid G to H & 10 to 18	27 days	0%	Tue 9/3/24	Wed 10/9/24
112	Underground MEP Works	7 days	0%	Tue 9/3/24	Wed 9/11/24
113	Rebars for Slab	10 days	0%	Wed 9/25/24	Tue 10/8/24
114	Slab Concrete	1 day	0%	Wed 10/9/24	Wed 10/9/24
115	Hanger 2 Slab Works Grid I to J & 10 to 18	30 days	0%	Thu 9/12/24	Wed 10/23/24
116	Underground MEP Works	7 days	0%	Thu 9/12/24	Fri 9/20/24
117	Rebars for Slab	10 days	0%	Wed 10/9/24	Tue 10/22/24
118	Slab Concrete	1 day	0%	Wed 10/23/24	Wed 10/23/24
119	Hanger 2 Build Out	12 days	0%	Mon 9/30/24	Tue 12/24/24
120	MEP Rough In	30 days	0%	Mon 9/30/24	Fri 11/8/24
121	MEP Fixtures	18 days	0%	Mon 11/11/24	Wed 12/4/24
122	Testing, Comissioning, Start Up	1 day?	0%	Wed 12/4/24	Wed 12/4/24
123	Flooring	10 days	0%	Thu 12/5/24	Wed 12/18/24

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ID	Task Name	Duration	% Complete	Start	Finish
124	Punch	4 days	0%	Thu 12/19/24	Tue 12/24/24
125	Hangar 2 CO	0 days	0%	Tue 12/24/24	Tue 12/24/24
126	Apron Works	188 days	0%	Thu 4/11/24	Mon 12/30/24
127	Trench Drain	15 days	0%	Thu 4/11/24	Wed 5/1/24
128	Subgrade Preparation	30 days	0%	Thu 8/15/24	Wed 9/25/24
129	Zone 1	18 days	0%	Thu 9/26/24	Mon 10/21/24
130	Base Course	8 days	0%	Thu 9/26/24	Mon 10/7/24
131	PCCP Slab	10 days	0%	Tue 10/8/24	Mon 10/21/24
132	Zone 2	20 days	0%	Tue 10/8/24	Mon 11/4/24
133	Base Course	10 days	0%	Tue 10/8/24	Mon 10/21/24
134	PCCP Slab	10 days	0%	Tue 10/22/24	Mon 11/4/24
135	Zone 3	20 days	0%	Tue 10/22/24	Mon 11/18/24
136	Base Course	10 days	0%	Tue 10/22/24	Mon 11/4/24
137	PCCP Slab	10 days	0%	Tue 11/5/24	Mon 11/18/24
138	Zone 4	20 days	0%	Tue 11/5/24	Mon 12/2/24
139	Base Course	10 days	0%	Tue 11/5/24	Mon 11/18/24
140	PCCP Slab	10 days	0%	Tue 11/19/24	Mon 12/2/24
141	Zone 5	20 days	0%	Tue 11/19/24	Mon 12/16/24
142	Base Course	9 days	0%	Tue 11/19/24	Fri 11/29/24
143	PCCP Slab	10 days	0%	Tue 12/3/24	Mon 12/16/24
144	Zone 6	21 days	0%	Mon 12/2/24	Mon 12/30/24
145	Base Course	10 days	0%	Mon 12/2/24	Fri 12/13/24
146	PCCP Slab	10 days	0%	Tue 12/17/24	Mon 12/30/24
147	Spine Building	109 days	0%	Thu 4/11/24	Tue 9/10/24
148	Footing and Slab	20 days	0%	Thu 4/11/24	Wed 5/8/24
149	Steel Erection	14 days	0%	Thu 5/30/24	Tue 6/18/24
150	Roof Installation	7 days	0%	Wed 6/19/24	Thu 6/27/24
151	Exterior Wall Installation	7 days	0%	Fri 6/28/24	Mon 7/8/24
152	Interior Wall Installation	7 days	0%	Tue 7/9/24	Wed 7/17/24
153	MEP Rough Wall Rough In	7 days	0%	Tue 7/9/24	Wed 7/17/24
154	Doors Installation	7 days	0%	Tue 7/9/24	Wed 7/17/24
155	Wall Finishes	7 days	0%	Thu 7/18/24	Fri 7/26/24
156	Interior Ceiling	5 days	0%	Mon 7/29/24	Fri 8/2/24
157	Lighting Fixtures	5 days	0%	Mon 8/5/24	Fri 8/9/24
158	HVAC Units and Trims	7 days	0%	Mon 8/12/24	Tue 8/20/24
159	Sanitary Fixtures	7 days	0%	Wed 8/21/24	Thu 8/29/24
160	Flooring	8 days	0%	Fri 8/30/24	Tue 9/10/24
161	Millwork	3 days	0%	Fri 9/6/24	Tue 9/10/24
162	Toilet Accessories	2 days	0%	Mon 9/9/24	Tue 9/10/24
163	Site Work	251 days	0%	Thu 3/14/24	Thu 2/27/25
164	Underground Utilities	20 days	0%	Thu 3/14/24	Wed 4/10/24
165	Parking Lot Works	43 days	0%	Tue 12/31/24	Thu 2/27/25

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EXHIBIT E: JOB SITE SAFETY/CLEANLINESS

1. In order to maintain safety and quality work, a high level of safe work environment and cleanliness is required. Onsite contractors must comply with the following:
 - a. No stereos or radios.
 - b. No iPods, MP3 Players, earphones, etc.
 - c. No minors at jobsite – as defined per state law.
 - d. No pets.
 - e. No chewing tobacco, sunflower seeds, pistachios, etc.
 - f. Smoking/Food/Drinks allowed only in designated areas as directed by job Superintendent.
 - g. No alcohol allowed at the worksite or consumed during working hours.
 - h. No illegal drugs.
 - i. No nude or sexually explicit materials in toolboxes or other locations at jobsite.
 - j. Dispose of all garbage at end of workday, this includes, but is not limited to soda pop cans, cups, bags, cigarette butts etc.
 - k. No firearms or fireworks.
2. Subcontractor shall remove all garbage, scrap, and debris created or brought onto the site by subcontractor and his employees. CONSTRUCTABLE will not provide a dumpster or pay for landfill fees.
3. Violation of these jobsite rules may result in a \$100 fine per violation and costs of clean up and disposal fees that will be deducted from the contracts payment. Repeated violations will result in termination of the contract for cause of pursuant to section 5. SAFETY of the contract.
4. Life Safety Violations are defined as any occurrence that puts an individual into a potential life-threatening situation. CONSTRUCTABLE field representative will identify these occurrences and the following violations scale will be used:
 - a. First Offense verbal warning with stop work order
 - b. Second Offense written warning with stop work order
 - c. Third Offense written violation with \$100 fine
 - d. Fourth Offense termination of contract
5. Weekly Coordination Meetings, Weekly Toolbox Meetings, JSA's Job Safety Analysis, Check In & Check Out of Jobsite
6. Full time PPE – to include but not limited to use of hard hats, construction vests, safety glasses, gloves, and work boots.
7. Comply with OSHA CFR 1929

EXHIBIT F: INSURANCE REQUIREMENTS

A proper Certificate of Insurance MUST be submitted to CONSTRUCTABLE prior to starting subcontract work.

1. It must name CONSTRUCTABLE, whose address is 4200 Research Forest Dr, Suite 500, The Woodlands, TX 77381, as Certificate Holder and additional insured with respect to all Liability policies.
2. It must name Ascent Aviation Services, Inc. (Owner of the project), whose address is: 24641 Pinal Air Park Rd. Marana, AZ 85653, as additional insured with respect to all Liability policies. Waiver of Subrogation for Liability in favor of additional insureds applies to general liability auto liability and workers compensation.
3. Cancellation notice must be at least 30 days written notice prior to cancellation.
4. It must include the following coverage:

Commercial General Liability
 \$1,000,000.00 Each Occurrence
 \$2,000,000.00 General Aggregate
 \$1,000,000.00 Products/Completed Operations Aggregate
 \$1,000,000.00 Personal and ADV Injury
 Commercial Automobile Liability
 \$1,000,000.00 Combined Single Limit or
 \$1,000,000.00 Bodily Injury - Each Person
 \$1,000,000.00 Bodily Injury – Each Occurrence
 \$1,000,000.00 Property Damage – Each Occurrence
 Workers Compensation – Statutory Limits
 Employers Liability
 \$1,000,000.00 Each Accident
 \$1,000,000.00 Each Employee by Disease
 \$1,000,000.00 Policy Limit by Disease

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(CONSTRUCTABLE Initials)

EXHIBIT G: CONTRACTOR INTERIM LIEN/CLAIM WAIVER

From: Hardrock Concrete Placement Co., Inc.
Address: 4839 W Brill St. Phoenix, AZ 85043
Telephone: 480-800-4268

Project No. & Name: 22238 Ascent Aviation MRO Hangar
Address: 24641 Pinal Air Park Rd., Marana, AZ 85653
Project Manager: James Russell

CONDITIONAL RELEASE - CURRENT DRAW	UNCONDITIONAL RELEASE - PREVIOUS DRAW
<p>On receipt by the undersigned of a check from CONSTRUCTABLE, in the sum of \$ _____ payable to Hardrock Concrete Placement Co., Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Ascent Aviation Services, Inc. (Owner) located at 24641 Pinal Air Park Rd., Marana, AZ 85653 to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite or to CONSTRUCTABLE, through _____ only and does not cover any retention, pending modifications and changes, or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF _____ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>EXECUTED as of this ____ day ____, 20__.</p> <p>BY: _____ (Authorized Corporate Officer/Partner/Owner) Print Name: _____</p> <p>STATE OF _____ § COUNTY OF _____ §</p> <p>Subscribed and sworn before me day and year first above written:</p> <p>Notary: _____ _____ (Signature)</p> <p>My Commission Expires: _____</p> <p style="text-align: center;">SEAL</p>	<p>The undersigned has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or material furnished to the jobsite or to CONSTRUCTABLE, on the job of Ascent Aviation Services, Inc. located at 24641 Pinal Air Park Rd., Marana, AZ 85653 and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished to the jobsite or to CONSTRUCTABLE, through _____ only and does not cover any retention, pending modifications and changes or items furnished after that date. The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.</p> <p>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.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF _____ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>EXECUTED as of this ____ day ____, 20__.</p> <p>BY: _____ (Authorized Corporate Officer/Partner/Owner) Print Name: _____</p> <p>STATE OF _____ § COUNTY OF _____ §</p> <p>Subscribed and sworn before me day and year first above written:</p> <p>Notary: _____ _____ (Signature)</p> <p>My Commission Expires: _____</p> <p style="text-align: center;">SEAL</p>

EXHIBIT H: SUPPLIER - TIERED SUBCONTRACTOR - INTERIM LIEN/CLAIM WAIVER

Supplier/Vendor:
Address:
Contact Person:
Telephone:

Project No. & Name: 22238 Ascent Aviation MRO Hangar
Address: 24641 Pinal Air Park Rd., Marana, AZ 85653
Subcontractor: Hardrock Concrete Placement Co., Inc.
Telephone: 480-800-4268

CONDITIONAL RELEASE - CURRENT DRAW	UNCONDITIONAL RELEASE - PREVIOUS DRAW
<p>On receipt by the undersigned of a check from Hardrock Concrete Placement Co., Inc., in the sum of \$ _____, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Ascent Aviation Services, Inc. (Owner) located at 24641 Pinal Air Park Rd., Marana, AZ 85653 to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished through _____ only and does not cover any retention, pending modifications and changes, or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF _____ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>EXECUTED as of this ____ day ____, 20__.</p> <p>BY: _____ (Authorized Corporate Officer/Partner/Owner)</p> <p style="text-align: center;">Print Name:</p> <p>STATE OF _____ § COUNTY OF _____ §</p> <p>Subscribed and sworn before me day and year first above written:</p> <p>Notary: _____ (Signature)</p> <p>My Commission Expires: _____</p> <p style="text-align: center;">SEAL</p>	<p>The undersigned has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment, or material furnished to the jobsite of Ascent Aviation MRO Hangar, located at 24641 Pinal Air Park Rd., Marana, AZ 85653 and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment, or materials furnished through _____ only and does not cover any retention, pending modifications and changes, or items furnished after that date.</p> <p>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.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF _____ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p> <p>EXECUTED as of this ____ day ____, 20__.</p> <p>BY: _____ (Authorized Corporate Officer/Partner/Owner)</p> <p style="text-align: center;">Print Name:</p> <p>STATE OF _____ § COUNTY OF _____ §</p> <p>Subscribed and sworn before me day and year first above written:</p> <p>Notary: _____ (Signature)</p> <p>My Commission Expires: _____</p> <p style="text-align: center;">SEAL</p>



EXHIBIT I: CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Ascent Aviation MRO Hangar
Job No.: 22238

Upon receipt by the undersigned of a check from Constructable in the sum of \$ _____, payable to Hardrock Concrete Placement Co., Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job of Ascent Aviation Services, Inc., located at 24641 Pinal Air Park Rd., Marana, AZ 85653.

This release covers the final payment to the undersigned for all labor, services, equipment, or materials furnished to the jobsite or to Constructable, except for disputed claims in the amount of \$ _____. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

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

Dated: _____

(Company name)

By: _____
(Signature)

(Title)

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

SUBCONTRACTOR: _____ BY: (SIGNATURE) _____
RETENTION AMOUNT: _____ PRINT NAME: _____
TITLE: _____

STATE OF: _____

COUNTY OF: _____

This instrument was acknowledged before me on the ____ day of _____, _____, by _____ of _____ on behalf of said company / entity.
(Authorized Signature) (Company or entity name)

Notary Public, State of _____ my commission expires _____

ck (Subcontractor Initials) JR (CONSTRUCTABLE Initials)



CONSTRUCTABLE

**EXHIBIT J: FINAL MATERIAL SUPPLIER AND OR 2ND TIER SUBCONTRACTOR CERTIFICATE AND WAIVER OF LIEN –
ACKNOWLEDGE OF PAYMENT RECEIVED IN FULL**

Supplier / Subcontractor: Hardrock Concrete Placement Co., Inc.
Project: Ascent Aviation MRO Hangar
Address: 24641 Pinal Air Park Rd., Marana, AZ 85653
Owner: Ascent Aviation Services, Inc.

Description: Describe Materials Purchased and/or Description of Labor Performed:

_____ (Supplier or Tier Subcontractor) hereby certifies that payment has been received in full from _____ (buyer) for this project in the amount of \$ _____ for the above and hereby waives all right to liens and claims against the owner therefore.

By: _____

Title: _____

Date: _____

Witness by hand and notary seal, this _____ day of _____ My Commission Expires _____

 (Subcontractor Initials)  (CONSTRUCTABLE Initials)



CONSTRUCTABLE EXHIBIT K: UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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.

Project: Ascent Aviation MRO Hangar
Job No.: 22238

The undersigned has been paid in full for all labor, services, equipment, or material furnished to the jobsite or to CONSTRUCTABLE on the job of Ascent Aviation Services, Inc. located at 24641 Pinal Air Park Rd., Marana, AZ 85653, and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except for disputed claims for extra work in the amount of \$ _____.

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

Dated: _____

(Company name)

By: _____
(Signature)

Print Name: _____

(Title)

STATE OF _____ §

COUNTY OF _____ §

Subscribed and sworn before me day and year first above written:

Notary: _____
(Signature)

My Commission Expires: _____

 (Subcontractor Initials) (CONSTRUCTABLE Initials)



**EXHIBIT L: MATERIAL SUPPLIER AND SUBCONTRACTOR LIST
MUST BE UP KEPT UP TO DATE THROUGHOUT PROJECT**

Subcontractor: Hardrock Concrete Placement Co., Inc.
Project No.: 22238
Project Name: Ascent Aviation MRO Hangar

Please fill in information for all columns

Supplier(s)	Contact	Amount	Phone	Address	City	State	Zip

Please fill in information for all columns

Subcontractor(s) ***/3rd Tier	Contact	Amount	Phone	Address	City	State	Zip	Sub Agreement Attached	Insurance Requirements Per Contract	Workers Compensation	State License

****PLEASE NOTE: All subcontract agreements are to be sent in as back up
Include your subcontractors' insurance and worker's compensations

ct (Subcontractor Initials) JK (CONSTRUCTABLE Initials)



EXHIBIT M: WARRANTY FORM

LIMITED WARRANTY AGREEMENT

SUBCONTRACTOR: Hardrock Concrete Placement Co., Inc. ("Subcontractor")

CONTRACTOR: CONSTRUCTABLE ("Contractor")

OWNER(S): Ascent Aviation Services, Inc.

PROJECT NAME: Ascent Aviation MRO Hangar

CONSTRUCTABLE PROJECT #: 22238

PROJECT ADDRESS: 24641 Pinal Air Park Rd., Marana, AZ 85653

Contractor is pleased to provide a warranty as follows:

NOTICE

This warranty is in lieu of any other warranty, express or implied. Any implied warranties, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability, and any UCC warranties are waived.

This warranty shall be null and void and Contractor shall not be liable for any damages or expenses if the Owner does not first grant Contractor access to the premises and the opportunity for Contractor to inspect, correct, or replace alleged defective items before Owner incurs expenses or has work done by a replacement contractor.

WHAT IS COVERED

Contractor warrants that the improvements constructed are reasonably free of defects and within customary tolerances of construction industry. "Customary tolerances of the construction industry" means tolerances common and expected in the construction industry and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors and other trades people under contract with the Contractor, including the crew of the Contractor.

Contractor further warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans, and specifications. If any defects are found, Contractor shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular part

 (Subcontractor Initials)  (CONSTRUCTABLE Initials)

or area that is defective. Contractor shall start corrective work within a reasonable time after written notice from the owner. Contractor shall have the option of repairing or replacing, at its sole election.

TERM OF WARRANTY—ONE YEAR

This Warranty, as well as the statute of limitations for any claim of damages for defective work or materials, is one year from substantial completion, defined as the earlier of: 1) the date of final acceptance by the building inspection department, or 2) the date Owner first moves into the property.

TRANSFERABILITY

This warranty applies to the original owner and may be transferred to any subsequent owner within the initial one-year period after substantial completion.

EQUIPMENT, MATERIAL, AND APPLIANCES

Contractor hereby assigns (to the extent they are assignable) and conveys to Owner all manufacturers' and suppliers' warranties, together with operating instructions if available, on all goods, material, equipment, and appliances provided to Contractor.

Contractor has provided certain material, equipment, appliances, and goods that have been manufactured and or furnished by third party vendors, supply houses, lumberyards, distributors, and manufacturers ("products"). Contractor will use its best efforts so that such products are new and purchased from reputable suppliers. Contractor also agrees to properly install such materials.

In the event a product is considered defective by the Owner, Contractor shall use its best efforts to contact the supplier or manufacture and receive a free replacement. Contractor shall then within a reasonable time reinstall that new product without charge.

Contractor did not manufacture such products. Contractor warrants its services and workmanship only. Accordingly, Contractor cannot warrant or guarantee these products themselves. Contractor will not be liable for latent defects in any product (not observable on reasonable inspection). Owner's sole remedy for defective products, other than the obligation of Contractor to replace same, is against such third-party vendors and their warranties, if any. This limitation still applies, and a warranty is not deemed made, even if Contractor has furnished owner with product brochures, literature, or samples. Nor shall Contractor be liable for dangerous products, design defects in products, or defective warnings. However, Contractor shall lend assistance in settling any claim resulting from defects in these products.

HOW TO OBTAIN SERVICE

If a problem develops during the warranty period, Owner shall notify Contractor in writing of the specific problem. Owner shall give such notice promptly after first discovering the condition. Contractor will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations.

 (Subcontractor Initials)

 (CONSTRUCTABLE Initials)

Repair work will be done during Contractor's normal working hours, except where delay will cause additional damage. Owner also agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair on completion.

There shall be no charge for the costs and expenses of examination or inspection by the Contractor if a defect is found or later repaired or replaced. The work will be done either by Contractor's crew or whatever competent workmen or subcontractors are designated by Contractor. The costs and expenses of travel, examination, and expenses incurred by the Contractor shall be paid by Owner if it is found that there was no defect or the problem with the item was due to improper maintenance or operation.

Contractor has sole discretion as between repair or replacement. All efforts shall be made for a reasonable match, and to repair or replace in the event the original item is no longer available.

REMEDIES

With respect to any claim asserted by Owner, it is understood there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.

Owner should notify Contractor within a reasonable period after first knowledge of a problem, not to exceed 60 days. To be covered, the physical signs of the problem must be observable and have started to cause damage before the one-year period expires.

WHAT IS NOT COVERED

This limited warranty does not cover the following items:

1. Damage or defects caused by the failure to maintain any item or keep it in good working order.
2. Damage or defects caused by the failure to follow manufacturers' recommendations regarding operation and maintenance of equipment in the provided operation and maintenance manuals.
3. Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightning, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
4. Damage from alterations, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.
5. Damage resulting from your failure to observe any operation instructions furnished at the time of installation.
6. Any item furnished, installed, modified, altered, or repaired by you or any other person other than Contractor.



(Subcontractor Initials)



(CONSTRUCTABLE Initials)

7. Problems which arise in an attempt to match existing materials. There are limitations inherent in the matching of existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete, and the like. Exact duplication in matching, texture, and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.

COMPLETE AGREEMENT

This warranty constitutes the entire integrated agreement and understanding of the parties as to any causes of action for losses, expenses, or damages under warranty, workmanship, or construction material/product defect issues, and supersedes as well as preempts any oral statements or representations by Contractor or its agents, before or after signing the contract.

Dated: 4/15/2024

DocuSigned by:
Cindy Kennemer
451EEBACE2A7354
(Sub-Contractor's Signature)
Printed Name: Cindy Kennemer

Dated: 4/15/2024

DocuSigned by:
James Russell
483A2167C2D94E6
(CONSTRUCTABLE signature)
Printed Name: James Russell

EXHIBIT N: SUPPLEMENTAL TERMS & CONDITIONS

GCPAY. Subcontractor must submit all payment applications, change orders, compliance documents, and lien waivers through GCPay.

Introduction to GCPay:

GCPay is an online construction payment management product that allows general contractors and subcontractors to collaborate quickly and easily while automating the application for payment (AFP), lien waiver, compliance, and payment process.

GCPay is cloud-based, so can be used at any time by visiting gcpay.com from any device – computer, tablet, or smart phone.

Registration:

Subcontractor must visit <https://gcpay.com/get-started.do> to register. For questions during the registration process, Subcontractor can call the GCPay customer support team at 877-447-2584, option 1.

After registration, Subcontractor will receive an email for account verification.

There will be no cost to the Subcontractor unless Subcontractor chooses to use the online notary system, which is not required.

If Subcontractor is an existing GCPay user, Constructable will give access to the project.

GCPay Support:

Subcontractor may reach out to GCPay Support at any time for individual guidance and questions, by phone on 877-447-2584 or by email on support@gcpay.com. Support is available Mon-Fri 7am-11pmEST. Live Chat is available Mon-Fri 9am – 6pm EST.

EXHIBIT O: IMPORTANT REQUIREMENTS & BILLING INFORMATION

PRIOR TO WORK ON PROJECT

Subcontractor must submit a detailed SOV within 5 business days of receiving contract – see Exhibit B

Subcontractor must submit list of suppliers/tiered subcontractors to be used throughout the project – see Exhibit L

CHANGE ORDER PROCESS

Change Order requests must be submitted to the PM. Constructable will generate a change order to the original contract, including the scope of work for the change order, and send it via DocuSign to both the Project Manager and Subcontractor for signature. This is required by contract to be a valid Change Order claim.

Once the change order is dually signed, work may proceed according to schedule, and once the work is completed it can be billed on the proper months billing.

Absolutely NO Change Order work is to be performed or billed prior to the process above being completed.

Field personnel do not have the authority to verbally, or in writing, approve any change order request.

IMPORTANT BILLING NOTES

Pay applications are due by the 20th of the month, unless otherwise specified by the PM.

- If not received, they may not be billed to the client, which could delay your funding.

Pay applications, lien waivers, and supplier lists must be submitted through GCPay.

If the appropriate documentation is not submitted with each pay application, the application will be rejected.

The following requirements must be met for payment release.

FIRST PAY APPLICATION

Conditional lien waivers are required with pay application submissions -- see Exhibit G

List of suppliers/tiered subcontractors used for the month must be provided – see Exhibit L

SECONDARY PAY APPLICATION(S)

Conditional lien waivers are required with pay application submissions.

Unconditional lien waivers are required for previous pay application's payment.

Unconditional lien waivers are required for all suppliers/tiered subcontractors listed on previous months Exhibit L – see Exhibit H

List of suppliers used for each month must be provided.

FINAL PAY APPLICATION

Final conditional lien waivers are required with final pay application submissions – see Exhibit I

Final unconditional lien waivers are required for all of subcontractor's suppliers/tiered subcontractors – see Exhibit J

A final unconditional waiver will be required after receipt of final payment.

 (Subcontractor Initials)

 (CONSTRUCTABLE Initials)

Project Information

Project Owner: Ascent Aviation Services, Inc.
Owner Address: 24641 Pinal Air Park Rd. Marana, AZ 85653
Job Number: 22238
Job Name: Ascent Aviation MRO Hangar
Job Address: 24641 Pinal Air Park Rd., Marana, AZ 85653

Contractor: CONSTRUCTABLE
Project Manager: James Russell

Vendor: Hardrock Concrete Placement Co., Inc.
Vendor Address: 4839 W Brill St. Phoenix, AZ 85043
Vendor Telephone: 480-800-4268
Subcontract Date: 4/1/2024
Subcontract Number: 22238-03-01
Vendor EIN: 86-0717610

EXHIBIT C

Subcontract Change Order

Detailed with Signatures



Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create Date 8/19/2024

To Company
Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:
Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 001

Contract Change:

Additional 6" of ABC

PCO No.	Item No.	Description	Budget Code	Cost Allocation	Cost Applied Amount
012	001	Labor, materials and equipment required to furnish, place and compact additional 6" of ABC at Hangar 1 and Hangar 2 in accordance with Geotech addendum.		Apprv Commit	220,169.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	0.00
The Contract Value prior to this Subcontract Change Order was	5,753,705.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	220,169.00
The new Contract Value including this Subcontract Change Order will be	5,973,874.00
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc
Contractor
4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381
Address
By: Jared Hellums DocuSigned by:
Signature:
Date: 8/22/2024 FB59EBF41405457...

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
Subcontractor/Vendor
4839 W Brill St
Phoenix AZ, AZ 85043
Address
By: Cindy Kenner DocuSigned by:
Signature:
Date: 8/22/2024 161EEBA0E47464...



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create Date 10/16/2024

To Company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 002

Contract Change:

A/E Design Revisions: Electrical Pit Revisions RFI 096/098

PCO No.	Item No.	Description	Budget Code	Cost Allocation	Cost Applied Amount
036	001	A/E Design Revision: Electrical Pit Revisions RFI 096/098	03.00.00. 4	Apprv Cmmt	137,123.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	220,169.00
The Contract Value prior to this Subcontract Change Order was	5,973,874.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	137,123.00
The new Contract Value including this Subcontract Change Order will be	6,110,997.00
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc
 Contractor
 4200 Research Forest Dr.
 Suite 500
 The Woodlands, Texas 77381
 Address
 By: Jared Hellums
 Signature: *Jared Hellums*
 Date: 10/17/2024

Kellie Gonzales Senior Project Manager

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
 Subcontractor/Vendor
 4839 W Brill St
 Phoenix AZ, AZ 85043
 Address
 By: Cindy Kennemer Vice President
 Signature: *Cindy Kennemer*
 Date: 10/17/2024



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create Date 11/5/2024

To Company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 003

Contract Change:

Hardrock - AAM Plumbing Spine Bldg Back Charge

PCO No.	Item No.	Description	Budget Code	Cost Allocation	Cost Applied Amount
050	001	AAM Plumbing Spine Bldg Hardrock Back Charge	03.00.00. 4	Apprv Cmmt	2,849.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	357,292.00
The Contract Value prior to this Subcontract Change Order was	6,110,997.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	2,849.00
The new Contract Value including this Subcontract Change Order will be	6,113,846.00
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.

Suite 500

The Woodlands, Texas 77381

Address

By: Jared Hellums Kellie Gonzales Senior Project Manager

Signature: Kellie Gonzales

Date: 11/6/2024

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St

Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer Vice President

Signature: Cindy Kennemer

Date: 11/5/2024



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create Date 11/25/2024

To Company
Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:
Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 006

Contract Change:

Add Valve Vaults

PCO No.	Item No.	Description	Budget Code	Cost Allocation	Cost Applied Amount
061	001	Add Valve Vaults	03.00.00. 4	Apprv Crmmt	42,652.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	360,141.00
The Contract Value prior to this Subcontract Change Order was	6,113,846.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	42,652.00
The new Contract Value including this Subcontract Change Order will be	6,156,498.00
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc
 Contractor
 4200 Research Forest Dr.
 Suite 500
 The Woodlands, Texas 77381
 Address
 By: Rob Simpson Signed by:
 Signature: *Rob Simpson*
 Date: 11/26/2024

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
 Subcontractor/Vendor
 4839 W Brill St
 Phoenix AZ, AZ 85043
 Address
 By: Cindy Kennemer DocuSigned by:
 Signature: *Cindy Kennemer*
 Date: 11/26/2024



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create Date 1/17/2025

To Company
Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:
Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 007

Contract Change:

Accelerated Costs for Pours @ H2

PCO No.	Item No.	Description	Budget Code	Cost Allocation	Cost Applied Amount
088	001	Accelerated Costs for Pours at Hangar 2	90.00.00.99	Apprv Cmmt	37,012.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	402,793.00
The Contract Value prior to this Subcontract Change Order was	6,156,498.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	37,012.00
The new Contract Value including this Subcontract Change Order will be	6,193,510.00
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.

Suite 500

The Woodlands, Texas 77381

Address

By: Rob Simpson

Signed by:

Signature:

Date:

1/21/2025

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St

Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer

DocuSigned by:

Signature:

Date:

1/21/2025



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create Date 2/4/2025

To Company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date: 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 008

Contract Change:

Hardrock - Accelerated Costs for Pours @ H1

PCO No.	Item No.	Description	Budget Code	Cost Allocation	Cost Applied Amount
099	001	Concrete - HARDROCK Subcontract	03.00.00. 4	Apprv Cmmt	95,705.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	439,805.00
The Contract Value prior to this Subcontract Change Order was	6,193,510.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	95,705.00
The new Contract Value including this Subcontract Change Order will be	6,289,215.00
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Rob Simpson Signed by:

Signature: Rob Simpson

Date: 2/4/2025

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer DocuSigned by:

Signature: Cindy Kennemer

Date: 2/4/2025



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 5/7/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 009

Contract Change:

Hardrock-Equipment Pads at Spine

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0148	0001	Equipment Pads at Spine-Revised Provide labor material and equipment to complete the scope of equipment pads inside of the spine building that includes, all Transformer pads, Fire pumps & air compressors	03.00.00. 4	Apprv cmmt	12,849.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	535,510.00
The Contract Value prior to this Subcontract Change Order was	6,289,215.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	12,849.00
The new Contract Value including this Subcontract Change Order will be	6,302,064.00
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Muhammad Khan

DocuSigned by:

Muhammad Khan

Signature:

5/21/2025

Date:

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer

DocuSigned by:

Cindy Kennemer

Signature:

5/21/2025

Date:



Subcontract Change Order
Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 5/15/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St Phoenix
AZ, AZ 85043

Architect's Project No:

Contract Date: 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 011

Contract Change:

Hardrock – Canopy Footings #011

^{DS}
OK **\$11,511.00**

Canopy Footings per Re-Design. Labor, materials and equipment required to install 4 canopy footings. Original design included 4caissons. Due to design change, drilled caissons were abandoned and filled with slurry at no additional charge. Includes excavation & compaction, rebar, installation of steel embeds (furnished by others). Excludes survey/staking, import or placement of ABC, grout. Spoils relocated on site. Scope per ASI 10 and RFI - Revised Canopy Footings 03.10.25 (see attached). Concrete Mix#S301F20M - 3000 PSI 1".

Hardrock – Saw Cut Edge of Existing Apron #13

^{DS}
OK **\$ 4,347.00**

Saw cut edge of existing apron. Labor, materials and equipment required to saw cut a clean edge on the existing apron adjacent to new PCGP Apron.

Hardrock – Relocate Spoils for Electrician #14

^{DS}
OK **\$ 2,135.61**

Relocate Spoils for Electrician. Labor and equipment required to move approximately 100 tons of spoils to stockpile onsite.

Hardrock – Add Rebar at the Trench Drain #15

^{DS}
OK **\$ 1,236.00**

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	548,359.00
The Contract Value prior to this Subcontract Change Order was	6,302,064.00
The Contract Value will be changed by this Subcontract Change Order in the amount of	19,229.61
The new Contract Value including this Subcontract Change Order will be	6,321,293.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381
Muhammad Khan

By:

6/5/2025

DocuSigned by:
Muhammad Khan
DF33CA4DF66B4C2...

Muhammad Khan

Project Manager 1

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St Phoenix
AZ, AZ 85043

By:

6/4/2025

Cindy Kennemer

DocuSigned by:
Cindy Kennemer
451EEBACE4A7454...

Cindy Kennemer

Vice President



Subcontract Change Order
Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/4/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 016

Contract Change:

Hardrock-Additional Concrete at Apron Trench Drain

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0155	0001	Hardrock- Add concrete at trench drain due to incorrect subgrade elevation.	03.00.00. 4	Apprv cmmt	3,881.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	567,588.61
The Contract Value prior to this Subcontract Change Order was	6,321,293.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	3,881.00
The new Contract Value including this Subcontract Change Order will be	6,325,174.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

Muhammad Khan

By:

Signature:

Date:

6/10/2025

DocuSigned by:

Muhammad Khan

DF39CA4DF68B4C2...

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

Cindy Kennemer

By:

Signature:

Date:

6/9/2025

DocuSigned by:

Cindy Kennemer

451EEBACE4A7454...



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/4/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 016

Contract Change:

Hardrock-Additional Concrete at Apron Trench Drain

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0155	0001	Hardrock- Add concrete at trench drain due to incorrect subgrade elevation.	03.00.00. 4	Apprv cmmt	3,881.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	567,588.61
The Contract Value prior to this Subcontract Change Order was	6,321,293.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	3,881.00
The new Contract Value including this Subcontract Change Order will be	6,325,174.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

Muhammad Khan

By:

Signature:

Date:

6/10/2025

DocuSigned by:

Muhammad Khan

DF39CA4DF699#CZ...

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

Cindy Kennemer

By:

Signature:

Date:

6/9/2025

DocuSigned by:

Cindy Kennemer

451EEBACE4A7454...



Subcontract Change Order
Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/4/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date: 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 018

Contract Change:

Hardrock-Reconcile Acceleration Costs for Pours at Hangar 1-Deductive

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0176	0001	Hardrock- Deductive to Reconcile Acceleration Costs for Pours @ Hangar 1 ACTUAL Additional overtime and equipment costs to accelerate pour schedule at Hangar 1 and Aprons per request of Constructable/JWI	03.00.00. 4	Apprv crmnt	(38,858.00)

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	582,677.61
The Contract Value prior to this Subcontract Change Order was	6,336,382.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	-38,858.00
The new Contract Value including this Subcontract Change Order will be	6,297,524.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Muhammad Khan

Signature:

6/10/2025

Date:

DocuSigned by:

Muhammad Khan
DF39CA4DF69B4C2...

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer

Signature:

Date: 6/9/2025

DocuSigned by:

Cindy Kennemer
451E9BACE4A7454



Subcontract Change Order Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/4/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date: 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 019

Contract Change:

Hardrock-Sonotube Valve Vaults

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0154	0001	Hardrock-Provide Sonotubes at Valve Vaults Labor and materials to provide sonotubes at valve vaults per verbal request of Constructable field team - not shown on drawings. To accommodate need for blocking out due to delay in valve delivery.	03.00.00. 4	Apprv emnt	2,128.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	543,819.61
The Contract Value prior to this Subcontract Change Order was	6,297,524.61...
The Contract Value will be changed by this Subcontract Change Order in the amount of	2,128.00
The new Contract Value including this Subcontract Change Order will be	6,299,652.61.....
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Jared Hellums

Signature: Muhammad Khan *Muhammad Khan*
Project Manager
DE30CA4DE884C2

Date: 6/12/2025

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer

Signature: *Cindy Kennemer*
451F8ACE4A7454

Date: 6/12/2025



Subcontract Change Order

Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/4/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 020

Contract Change:

Hardrock-Add Concrete at Aprons

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0150	0001	Hardrock- Add Concrete at Aprons	03.00.00.4	Apprv cmmt	21,704.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	545,947.61
The Contract Value prior to this Subcontract Change Order was	6,299,652.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	21,704.00
The new Contract Value including this Subcontract Change Order will be	6,321,356.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Jared Hellums

Signature: Muhammad Khan *Muhammad Khan* Project Manager 1

Date: 6/12/2025

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer

Signature: *Cindy Kennemer*

Date: 6/12/2025



Subcontract Change Order
Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/12/2025

To company
Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:
Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 022

Contract Change:

Hardrock-Overhead Door Ramp

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0168	0001	Per the request of Owner Install 2 ramps - 1 @ each roll up door; Each ramp to be 15' wide by 24' long with a 2% slope. Concrete to be 9" thick using Mix Design #S404F20 - 4000 PSI 1.5" rock. Includes subgrade prep including fine grading and compaction of subgrade.. Includes typical 1/8" wide x 2.25" deep saw cut. Includes expansion joint material as submitted and approved. Excludes survey/staking, ABC, vapor barrier, rebar, sealants. Light broom finish. No details or drawings have been provided. Aforementioned specs are derived from Constructable field team and email dated 06.02.25 with Detail 6/Sheet G2.01. No pump included - concrete to be tail-gated; area access must be provided without obstruction.		Apprv cmmt	23,927.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	567,651.61
The Contract Value prior to this Subcontract Change Order was	6,321,356.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	23,927.00
The new Contract Value including this Subcontract Change Order will be	6,345,283.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

DocuSigned by:

Muhammad Khan

DF38CA4DF69B4C2...

Contractor

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

DocuSigned by:

Cindy Kennemer

451EEBACE4A7454...

Subcontractor/Vendor

ProjectSight Muhammad Khan, Project Manager 6/12/2025

Printed on: 6/12/2025

Cindy Kennemer, Vice President 6/12/2025

Page 1 of 2

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Jared Hellums

Signature: _____

Date: _____

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: _____

Signature: _____

Date: _____



Subcontract Change Order
Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/16/2025

To company
Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:
Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 023

Contract Change:

Rebar @ H1 & Patch at Spine East OHD

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0192	0001	Labor, materials and equipment required to patch 3/4" depression at door on east side of spine per attached T&M Tickets #9162 & #9163.	03.00.00.4	Apprv cmmt	5,005.00
0193	0001	Remove and replace rebar at H1 pour #8	03.00.00.4	Apprv cmmt	2,624.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders591,578.61
The Contract Value prior to this Subcontract Change Order was6,345,283.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	7,629.00
The new Contract Value including this Subcontract Change Order will be6,352,912.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Jared Hellums
Signature: *Muhammad Khan* Project Manager 1
Date: 6/17/2025

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer
Signature: *Cindy Kennemer*
Date: 6/17/2025



Subcontract Change Order
Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/20/2025

To company
Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:
Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 024

Contract Change:

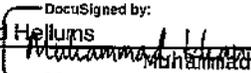
Sawcut Existing SOG for Dura Trenches

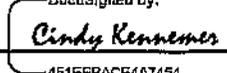
PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0198	0001	Saw cut of the 15 Dura trenches because of the coordination issue. Core Drill and Sawcut 12" SOG to relocate Dura Trench. Includes removal and disposal of removed concrete. DOWEL & EPOXY AND CONCRETE POUR BACK TIME NOT COMPLETED YET; TO BE BILLED SEPARATELY ON T&M TICKET. 3 mobilizations Core drill 30 ea @ 12" x 12" thick concrete, drill at ends of 36" long trench to avoid overcuts. Saw 184' x 12" deep concrete to create 36" trench.	03.00.00.4	Apprv crmtl	15,678.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	599,207.61
The Contract Value prior to this Subcontract Change Order was	6,352,912.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	15,678.00
The new Contract Value including this Subcontract Change Order will be	6,368,590.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc
Contractor
4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
Subcontractor/Vendor
4839 W Brill St
Phoenix AZ, AZ 85043

Address
By: Jared Hellums
Signature:  Project Manager 1
DE3BC64DE69BAC2

Address
By: Cindy Kennemer
Signature: 
451EEBACE4A7454...



Subcontract Change Order Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 6/4/2025

To company
Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:
Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 025

Contract Change:

Hardrock-Add Slurry Mud Mat at H1 Apron Trench Drain

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0173	0001	Hardrock-Add slurry mud mat at H1 Apron trench drain and provide additional material and labor to assist in securing trench drains at Hanger 1 Apron.	03.00.00. 4	Apprv cmmt	5,987.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders614,885.61
The Contract Value prior to this Subcontract Change Order was	6,368,590.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	5,987.00
The new Contract Value including this Subcontract Change Order will be	6,374,577.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Jared Williams
Signature: _____
Project Manager 1

Date: 6/20/2025

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By: Cindy Kennemer
Signature: _____
451FFBACE4A7454

Date: 6/20/2025



Subcontract Change Order Detailed with Signatures

Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 7/1/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date: 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 026

Contract Change:

Hardrock-Refine Finish at Aprons Rev 2

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0206	0001	Hardrock-Refine finish @ Aprons - REVISION 2. Labor and equipment required to knock down broom finish per request of Constructable field team and JWI and approval of mock-up received from Alex @ JWI 03.24.25. PRICING REVISED BASED ON NEGOTIATION BETWEEN DJW/JH 06.25.25	03.00.00. 4	Apprv cmnt	13,168.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	620,872.61
The Contract Value prior to this Subcontract Change Order was	6,374,577.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	13,168.00
The new Contract Value including this Subcontract Change Order will be	6,387,745.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

By: Jared Hellums

Signature:

Date:

7/3/2025

DocuSigned by: Muhammad Khan
Muhammad Khan
DE39CA4DE60B4C2

Project Manager 1

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By:

Signature:

Date:

Cindy Kennemer

7/3/2025

DocuSigned by:
Cindy Kennemer
451EEBACE4A7454...

Subcontract Change Order

Detailed with Signatures



Ascent Aviation MRO (23-60-002)

24641 Pinal Air Park Road
Marana, AZ 85653

Create date 7/14/2025

To company

Hardrock Concrete Placement Co. Inc (Vendor - 101514)
4839 W Brill St
Phoenix AZ, AZ 85043

Architect's Project No:

Contract Date 4/1/2024
Contract Number: 22238-03-01
Change Order Number: 027

Contract Change:

Hardrock- Clean Hydraulic Oil from SOG

PCO no.	Item no.	Description	Budget code	Cost allocation	Cost applied amount
0216	0001	Hardrock- Clean Hydraulic Oil from SOG	03.00.00. 3	Apprv cmmt	2,537.00

The original Contract Value was	5,753,705.00
Sum of changes by prior Subcontract Change Orders	634,040.61
The Contract Value prior to this Subcontract Change Order was	6,387,745.61
The Contract Value will be changed by this Subcontract Change Order in the amount of	2,537.00
The new Contract Value including this Subcontract Change Order will be	6,390,282.61
The new Contract duration will be changed by	0.00
The revised Substantial Completion date as of this Subcontract Change Order is	

Constructable, Inc

Contractor

4200 Research Forest Dr.
Suite 500
The Woodlands, Texas 77381

Address

Muhammad Khan

By:

Signature:

Date:

7/16/2025

DocuSigned by:

Muhammad Khan

DF39C94DF69B4C2...

Hardrock Concrete Placement Co. Inc (Vendor - 101514)

Subcontractor/Vendor

4839 W Brill St
Phoenix AZ, AZ 85043

Address

By:

Signature:

Date:

Cindy Kennemer

DocuSigned by:

Cindy Kennemer

451EEBACE4A7454...

7/15/2025

EXHIBIT D

File No: 849046 | AZ | OWNER
Notice Requested by and Return To:
Construction Notice Services, Inc.
P.O. Box 82190 CLDP80753/80776
Phoenix, AZ 85071-2190 | Job No: H1966-24-20-0002

Customer: Constructable, Inc.-
Project: Ascent Aviation MRO Hangar
Rec. ID: UQ9WM6TB

TWENTY DAY PRELIMINARY NOTICE (PUBLIC)

In Accordance With Arizona Revised Statutes Section 33-992.01

THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR

TO: PUBLIC ENTITY

Pinal County Board of Supervisors
PO Box 827
Florence, AZ 85232

**TO: ORIGINAL CONTRACTOR
OR REPUTED CONTRACTOR**

Constructable, Inc.-
4200 Research Forest Drive, Ste 500
The Woodlands, TX 77381

TO: LENDER, SURETY OR BONDING COMPANY
Payment Bond Information Requested

1. The following is a general description of the labor, service, equipment or materials furnished or to be furnished by the undersigned.

Concrete Subcontractor

2. Estimated Price: \$6,753,705.00

3. The name of the person who furnished that labor, service, equipment or materials is:

Hardrock Concrete Placement
Co., Inc.
4839 W. Brill Street
Phoenix, AZ 85043

4. The name of the person who contracted for purchase of that labor, service, equipment or material is:

Constructable, Inc.-
4200 Research Forest Drive, Ste 500
The Woodlands, TX 77381

5. The description of the jobsite is:

Ascent Aviation MRO Hangar
24641 Pinal Air Park Road
Marana, AZ 85653
County of Pima

6. Date Claimant first provided said labor, services, equipment or materials:

SEE ADDITIONAL LEGAL PARTIES: EXHIBIT D

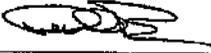
NOTICE TO PUBLIC ENTITY

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a Mechanic's Lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish a unconditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 2 and 4 signed by the person or firm giving you this notice before you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes Section 33-992.01, Subsection 1 or lose as a defense or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any Payment Bond has been recorded in compliance with Arizona Revised Statutes Section 33-1003. The owner must provide a copy of the Payment Bond including the name and address of the surety company and bonding agent providing the Payment Bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

By:  Debra A. Pope, Limited Agent, March 14, 2024

-----DETACH HERE AND SEND LOWER PORTION TO CLAIMANT-----

ACKNOWLEDGMENT OF RECEIPT OF TWENTY DAY PRELIMINARY NOTICE

This acknowledges receipt on (today's date) _____ of a copy of the Twenty

Day Preliminary Notice at (address where notice received) _____

Date (date this acknowledgment is executed) _____

Signature of person acknowledging receipt, with title if acknowledgment is made for another person

Reference #: 838608 | File #: 849046

Prepared by: Construction Notice Services, Inc. P.O. Box 82190 CLDP80753/80776, Phoenix, AZ 85071-2190, Phone: (602) 493-2042, Fax: (602) 493-2046

Exhibit D - List of Additional Parties

Owner: Pinal County-Board of Supervisors, PO Box 827, Florence, AZ 85232

Project: Ascent Aviation MRO Hangar, 24641 Pinal Air Park Road, Marana, AZ 85653 in the County of Pima

The following is a complete list, to the best of our knowledge, of all additional or secondary parties with an interest in the aforementioned project:

ADDITIONAL OR REPUTED OWNER, LESSEE OR AGENT

Marana Aerospace Solutions, Inc.

24641 E. Pinal Air Park Road

Marana, AZ 85653

Construction Notice Services, Inc.
P.O. Box 82190 CLDP80753/80776
Phoenix, AZ 85071-2190
First Class Certificate of Mailing
03/14/2024 Thru 03/14/2024

Item	Certified Number	Name of Addressee Address	Prelim #	Job #	Postage
1	1st Class Mail	Phoenix Commercial Electric, Inc. 8901 N. 79th Avenue, Ste. 101 Peoria, AZ 85345	849006	H2156-9966	0.63
2	1st Class Mail	Scrapbook.com, LLC 1495 E. Baseline Road, Suite 102 Gilbert, AZ 85233	849006	H2156-9066	0.63
3	1st Class Mail	5757 West Thunderbird LLC 3710 E. Louise Drive Phoenix, AZ 85050	848690	H1910-PHO24-525/	
4	1st Class Mail	IMCOR-Interstate Mechanical, LLC 1841 E. Washington Street Phoenix, AZ 85034	848690	H1910-PHO24-525/	
5	1st Class Mail	Thunderbird Medical 5757 W. Thunderbird Road Glendale, AZ 85306	848690	H1910-PHO24-525/	
6	1st Class Mail	Pinal County-Board of Supervisors PO Box 827 Florence, AZ 85232	849046	H1968-24-20-0002	
7	1st Class Mail	Constructable, Inc. 4200 Research Forest Drive, Suite 5 The Woodlands, TX 77381	849046	H1968-24-20-0002	
					4.41

NUMBER OF PIECES: 7
Date Prepared: 03/14/2024

VERIFICATION

MAILING PARTY POSTMASTER
Construction Notice Services, Inc.
P.O. Box 82190 CLDP80753/80776
Phoenix, AZ 85071-2190

Total Pieces Received: 7
NUMBER OF PIECES: 7
RECEIVED BY: _____
DATE PREPARED: _____



CPU



U.S. POSTAGE IMI
\$2.90
CTOM 0000
Orig: 85028
03/14/24
2000232481
02

Construction Notice Services, Inc.
P.O. Box 82190 CLDP80753/80776
Phoenix, AZ 85071-2190
First Class Certificate of Mailing
03/14/2024 Thru 03/14/2024

Item	Certified Number	Name of Addressee Address	Prelim #	Job #	Postage
1	1st Class Mail	Constructable, Inc. 4200 Research Forest Drive, Suite 500 The Woodlands, TX 77381	849046	H1968-24-20-0002	
2	1st Class Mail	Marana Aerospace Solutions, Inc. 24641 E. Pinal Air Park Road Marana, AZ 85653	849046	H1968-24-20-0002	
3	1st Class Mail	ISH Phoenix Real Estate, LLC 2510 Telegraph Rd, Ste L313 Bloomfield Hills, MI 48302	848688	H1924-240223963	
4	1st Class Mail	Okland Construction Co., Inc.-AZ 1700 N. McClintock Drive Tempe, AZ 85288	848688	H1924-240223963	
5	1st Class Mail	DP Electric Inc 2210 S. Roosevelt St PHOENIX, AZ 85282	848688	H1924-240223963	
6	1st Class Mail	K Hovnanian at Honeysuckle Trail, L 20830 N. Tatum Blvd, Suite 250 Phoenix, AZ 85050	849045	H1977-240310.63	
7	1st Class Mail	K. Hovnanian Arizona New GC, LLC 20830 N. Tatum Boulevard, Ste. 250 Phoenix, AZ 85050	849045	H1977-240310.63	

4.41

NUMBER OF PIECES: 7
Date Prepared: 03/14/2024

VERIFICATION

MAILING PARTY POSTMASTER
 Construction Notice Services, Inc.
 P.O. Box 82190 CLDP80753/80776
 Phoenix, AZ 85071-2190

Total Pieces Received: 2

NUMBER OF PIECES: 7

RECEIVED BY: _____

DATE PREPARED: _____

DATE CERTIFIED: _____



CPU



U.S. POSTAGE IMI
\$4.06
 CTOM 0000
 Orig: 85028
 03/14/24
 2000232481
 02

**AFFIDAVIT AND PROOF OF SERVICE
ARIZONA PRELIMINARY TWENTY-DAY LIEN NOTICE**

Pursuant to A.R.S. Sec. 33-992.02, Debra A. Pope, President of Construction Notice Services, Inc. and Limited Agent for Hardrock Concrete Placement Co., Inc., Claimant, being first duly sworn deposes and says that:

1. On March 14, 2024, The Arizona Twenty Day Lien Notice (Notices) (Notice No. H1968-24-20-0002 was sent by First Class Certificate of Mailing, on behalf of Hardrock Concrete Placement Co., Inc., by Limited Agent: Debra A. Pope, to the following addresses:

CUSTOMER & GENERAL CONTRACTOR:

Constructable, Inc.
4200 Research Forest Drive, Suite 500
The Woodlands, Texas 77381

OWNER(S) OR REPUTED OWNER(S):

Pinal county Board of Supervisors
PO Box 827
Florence, Arizona 85232

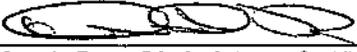
Marana Aerospace Solution, Inc.
24641 E. Pinal Air Park Road
Marana, Arizona 85653

LENDER:

Payment Bond was Refused

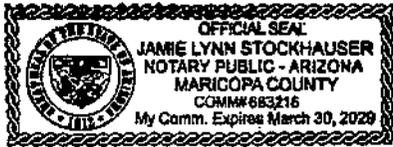
2. The Notice was sent in accordance with the requirements in A.R.S. Sec 33-992.01.
3. Attached hereto are true and correct copies of the Notices and the Certificates of Mailing the Notice. The Notice was mailed at the United States Post Office identified on the attached certificate of mailing.

Hardrock Concrete Placement Co., Inc.

By: 
Debra A. Pope, Limited Agent for Hardrock Concrete Placement Co., Inc., Claimant.

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN TO before me this 3rd day of September 2025.



My Commission Expires: _____

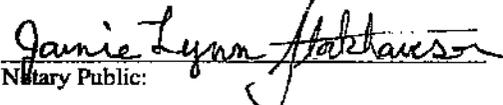

Notary Public:

Exhibit 3

County, Arizona, to the following extent: the lien amount shall be reduced by the sum of \$100,000.00. The lien shall otherwise remain in full force and effect in the amount of \$422,584.99, together with accruing interest, costs and fees.

DATED this 26th day of September, 2025.

HARDROCK CONCRETE PLACEMENT CO., INC.

By [Signature]
Derek Ellsworth
Its Controller

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 26th day of September, 2025 by Derek Ellsworth, Controller of Hardrock Concrete Placement Co., Inc., on behalf of the company.

[Signature]
Notary Public

My Commission Expires:
4/25/2028





OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Dana Lewis

Electronically Recorded

DATE/TIME: 12/15/2025 1137

FEE: \$30.00

PAGES: 2

FEE NUMBER: 2025-100511

When recorded, return to:

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

MECHANICS' AND MATERIALMEN'S LIEN

HARDROCK CONCRETE PLACEMENT CO.,
INC., an Arizona corporation,

Claimant,

vs.

MARANA AEROSPACE SOLUTIONS, INC.,
doing business as Ascent Aviation Services, an
Oregon corporation,

Owner/Lessee or Reputed Owner/Lessee,

and

CONSTRUCTABLE, INC., an Arizona
corporation,

Contractor or Reputed Contractor.

SECOND PARTIAL RELEASE OF LIEN

On September 5, 2025, Hardrock Concrete Placement Co. ("Hardrock") recorded a Notice and Claim of Lien recorded at fee no. 2025-072092 in the Official Records of Pinal County, Arizona ("the Lien").

