



WD Construction, LLC
3020 E Camelback Rd Suite 340
Phoenix, AZ 85016
TEL 6028304600
FAX

December 18, 2025

DESERT SERVICES, LLC
950 E GILBERT DR
TEMPE, AZ 85288

**Re: SIDNEY VILLAGE
1485 S. Apache Road, Buckeye, AZ 85326**

Following this page is WD Construction's standard Subcontract with exhibits. Within five calendar days, an authorized representative of your company is required to review and sign, via DocuSign, this Subcontract and exhibits where required. If WD Construction does not receive a fully signed Subcontract within this timeframe, then your company will be deemed to have accepted and agreed to all terms and conditions set forth in the Subcontract and its exhibits.

The following items are required before WD Construction will issue payment to your company:

1. This executed Subcontract.
2. You must provide supplier information on Exhibit D of this Subcontract. Supplier lien waivers will be required from suppliers.
3. Current lien waivers.
4. Insurance certificate with limits as required, shown on Exhibit F.
5. You must submit your invoice (pay application) AS REQUIRED BY EXHIBIT E by the required invoice date of each month.
6. For change order requests, submit a Request for Proposal Breakdown form as shown in Exhibit G.
7. Enrollment Application for the project CIP (enclosed in Exhibit F).
8. CIP Cost Worksheet.
9. Contractor's Assignment of Rights to Insurance Premium.
10. CIP Enrollment Notification of Subcontractors (if applicable).

If you have questions on Exhibit E or project CCIP, please contact our Project Coordinator at 6028304600. If you have other questions about this Subcontract or the other exhibits, please contact me.

Thank you and we look forward to a successful project.

Sincerely,
WD Construction, LLC

—DocuSigned by:
A handwritten signature in blue ink that reads "Ben Seyk".
[459C656A-BBDD-1E43-9...]

Ben Seyk
Project Executive

cc: PM/File (Subcontract, Original VCD, Backup Information)
Accounting (VCD copy with DocuSign certificate, Payapp if applicable)

SUBCONTRACT AGREEMENT

LABOR AND MATERIALS



**WE TREAT OUR SUBS
THE WAY WE WANT
TO BE TREATED**

WD PROJECT NO: 456412

IMPORTANT NOTICE

Appropriate Exhibits are attached to this Subcontract

Vendor No: DES0023

THIS SUBCONTRACT, made this 18th day of December 2025 by and between WD Construction, LLC, 7645 Lyndale Ave So., Minneapolis, MN 55423, hereinafter called the Contractor, and DESERT SERVICES, LLC, hereinafter called the Subcontractor. WHEREAS, the Contractor has heretofore entered into a contract dated 06/18/2025 with Buckeye Leased Housing Associates I, L.P of 2905 Northwest Blvd Suite 150, Plymouth MN 55441, hereinafter called the Owner, to perform certain labor and furnish certain material at SIDNEY VILLAGE, 1485 S. Apache Road, Buckeye, AZ 85326, hereinafter called the Project, pursuant to plans, drawings, and specifications (See Exhibit B), such contract consisting of the contract, the plans drawings and specifications, the general conditions, the special conditions, the bond, if any, and any addenda or amendments Nos. 1, hereinafter collectively referred to as the General Contract. The Subcontractor shall be responsible for obtaining copies of whichever portions of the General Contract that are pertinent to its Work. This Subcontract includes and incorporates the attached exhibits A,AA,B,C,D,E,F,G.

WHEREAS the preceding have been carefully examined by the Subcontractor, now therefore:

I. THE SUBCONTRACTOR AGREES AS FOLLOWS:

- A. To furnish all labor, material, services, supervision, skill, equipment, and tools necessary or required and to perform all the Work for: SEE EXHIBIT A ATTACHED
- B. To pay for all labor, materials, services, supervision, skills, equipment, and tools used in or in connection with the performance of this Subcontract, when and as bills or claims therefore become due, and to save and protect the Project, the Owner, and the Contractor from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence (e.g. lien waiver, copies of cancelled checks, invoices) to the Contractor, when and if required, that it has complied with the above requirements.
- C. TO BEGIN THE WORK OF THIS SUBCONTRACT WITHIN TWO CALENDAR DAYS OF BEING NOTIFIED IN WRITING BY THE CONTRACTOR. SUBCONTRACTOR ALSO SHALL COMPLETE THE WORK IN ACCORDANCE WITH EXHIBIT A UNLESS DIRECTED OTHERWISE IN WRITING BY THE PROJECT MANAGER OR PROJECT SUPERINTENDENT. TIME IS OF THE ESSENCE.
- D. To proceed with the Work in a sequence directed by the Contractor and to abide by the Contractor's decision as to the allotment of all storage and working space on the Project.
- E. That it has (a) visited the Work site, (b) taken such other steps as may be necessary to ascertain the nature and location of the Work and the general and local conditions which might affect the Work or cost thereof, (c) examined the Work site, the obstacles which may be encountered and all other conditions having a bearing on performance of the Work, the time of completion and all other relevant matters, and (d) entered into this Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Contractor, the Owner, or any of their respective officers, agents, or employees.
- F. That no extension of time for performing the Work shall be recognized by the Contractor without the prior written consent of the Contractor.
- G. To save harmless the Contractor, the Owner and all other subcontractors from any and all losses or damage (including without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by the Contractor to enforce the provisions of this paragraph) occasioned by the failure of the Subcontractor to carry out any provision of this Subcontract.
- H. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless (i) Contractor, (ii) Owner, (iii) Weis Builders, Inc., (iv) Dominium Construction & Architectural Services, LLC, (v) all others whom Contractor is legally obligated to indemnify by the General Contract, including amendments thereto, and (vii) the officers, directors, members, agents, and employees for each of the foregoing (individually an "Indemnitee" and collectively the "Indemnitees"), from and against any and all suits and claims alleging damages or injuries to persons or property, or liabilities resulting therefrom, arising out of, or in any manner connected with, Subcontractor's Work, except to the extent caused by an Indemnitee's own negligence. The Subcontractor's obligation to indemnify and defend under this paragraph shall extend to all suits or claims that arise during or after performance of the Work. Subcontractor understands and agrees to undertake the obligations in this paragraph regardless of whether an injured party asserting a suit or claim is an employee of Subcontractor. Subcontractor's obligation hereunder shall not be limited by the operation of a workers' or workmans' compensation act, any disability act, or any other employee benefit act. Subcontractor understands and agrees that this paragraph obligates Subcontractor to pay any and all legal fees and disbursements incurred by the Indemnitees in defending any suit or claim brought against them to the extent indemnity and defense are required by this paragraph, and Subcontractor also shall be liable for any legal fees and expenses incurred in connection with enforcing this paragraph. Subcontractor further agrees to obtain, maintain, and pay for commercial liability insurance, to the fullest extent available, including completed operations coverages, to secure the provisions of this paragraph.
- I. To accept responsibility for all damage caused by the Subcontractor, to clean all surfaces soiled by the Subcontractor, and to protect the Work performed by the Subcontractor, it being understood that the standards of protection shall not be less than those specified in the General Contract or required by law, and to be responsible for any defective or improper Work or material caused by its failure so to do. If any dispute arises between the Subcontractor and another subcontractor as to which is responsible for any item of damage, the dispute shall be submitted to the Contractor for decision and its determination as to responsibility.
- J. At its own expense, to take all necessary safety precautions with respect to the Work, to comply with all safety measures required by the General Contract, to comply with all safety measures initiated by the Contractor before or during Subcontractor's course of performance, and to follow all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. In the event of a conflict between any of the foregoing, the stricter requirements shall apply.

- K. Not to assign or sub-let this Subcontract or any part thereof and not to assign any money due or to become due hereunder without first obtaining the written consent of the Contractor.
- L. To be bound to the Contractor by the terms of the General Contract, to conform to and comply with the provisions of the General Contract, and to assume toward the Contractor all the obligations, responsibilities, waivers, and limitations that the Contractor assumes in and by the General Contract. This Subcontract shall control in the event of any inconsistency between its provisions and provisions within the General Contract.
- M. To employ no person whose employment on or in connection with this Subcontract may be objectionable to the Contractor and to remove any such person from the Work when objected to by the Contractor; all upon reasonable grounds. No person under the age of 18 is permitted to perform Work at the Project site.
- N. No added labor, materials, services, supervision, and/or equipment shall be provided, or other changes made in the Subcontractor's Work, UNLESS AND UNTIL AUTHORIZED BY THE CONTRACTOR'S PROJECT MANAGER IN WRITING BEFORE THE LABOR, MATERIALS, SERVICES, SUPERVISION, EQUIPMENT, AND/OR CHANGES ARE BEGUN OR PROVIDED. IF THE SUBCONTRACTOR PROVIDES ADDED LABOR, MATERIALS, SERVICES, SUPERVISION, AND/OR EQUIPMENT WITHOUT THE WRITTEN AUTHORIZATION OF THE CONTRACTOR'S PROJECT MANAGER, THEN SUBCONTRACTOR UNDERSTANDS AND AGREES CONTRACTOR SHALL NOT BE OBLIGATED TO PAY SUBCONTRACTOR FOR THE ADDED LABOR, MATERIALS, SERVICES, SUPERVISION, AND/OR EQUIPMENT. Subcontractor further understands and agrees that it shall not provide added labor, materials, services, supervision, and/or equipment to the Project pursuant to the written or verbal direction of the Contractor's site personnel.

Further, if the Subcontractor believes any direction or action results in an increase to Subcontractor's scope of Work and warrants an increase in the Subcontract Sum, Subcontractor shall obtain written authorization from Contractor's Project Manager before incurring any costs resulting from said direction or action.

- O. To obtain and furnish to the Contractor and maintain in effect during the life of this Subcontract, if requested by Contractor, a surety bond in form and with sureties acceptable to the Contractor and in an amount equal to the Subcontract Sum, conditioned upon and covering the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract. Bond premium to be paid by Contractor.
- P. When requested by Contractor, and within 7 calendar days of such request, Subcontractor shall provide Contractor updated financial information in a form acceptable to Contractor.
- Q. To guarantee the Work to the same extent Contractor is obligated to guarantee its work under the General Contract and under applicable law, and at a minimum, to guarantee its Work against all defects in material or workmanship for a period of one year from the date of final acceptance of the Project or a portion thereof by the Owner.
- R. If Subcontractor shall (a) fail to correct, replace and/or re-execute faulty or defective Work done and/or materials furnished under this Subcontract, when and if required by Contractor, (b) fail to complete or diligently proceed with any portion of this Subcontract, or (c) repudiate, renounce, or abandon its obligations under this Subcontract, then upon forty-eight hours written notice to Subcontractor, Contractor shall have the right to correct, replace and/or re-execute such faulty or defective Work and/or materials, to terminate Subcontractor's performance under this Subcontract (in whole or in part), and/or to complete same whether through its own employees or through a contractor or subcontractor of its choice, and to charge the cost thereof to Subcontractor, together with any liquidated damages caused by a delay in performance of the Work. In the event Contractor exercises its right to terminate as provided herein, and it is later determined that Contractor's termination was wrongful, the termination will be converted into a termination for Contractor's convenience pursuant to the applicable paragraph within Section II of this Subcontract.
- S. That in case of default by Subcontractor under the terms of this Subcontract, the materials that are part of the Work shall be left at the Project site for Contractor's use in completing the Project.
- T. To comply with, and ensure all of its subcontractors comply with, all Federal and State laws, codes, and regulations, all municipal ordinances and regulations, and all requirements of the General Contract, as they apply to the Work being performed under this Subcontract, and to pay all costs, expenses, fees and fines arising therefrom; to pay all fees and taxes, including sales and use taxes, imposed by any State or Federal law for any employment insurance, pensions old age retirement funds or any similar purpose; to furnish all necessary reports and information to the appropriate federal, state and municipal agencies; and to hold the Contractor, Owner, and other subcontractors harmless from any and all losses or damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph. **NOTWITHSTANDING ANYTHING TO CONTRARY IN THIS SUBCONTRACT, ARIZONA TRANSACTION PRIVILEGE TAX TO BE REMITTED BY CONTRACTOR. SEE ATTACHED ARIZONA FORM 5005. TO SATISFY THE REQUIREMENTS OF SECTION 35-214 OF THE ARIZONA STATUTES, ALL RECORDS AND FILES (ELECTRONIC AND PAPER) REGARDING THE PROJECT THAT SUBCONTRACTOR POSSESSES NOW OR IN THE FUTURE SHALL BE MAINTAINED FOR AT LEAST 5 YEARS FROM COMPLETION OF THE PROJECT.**

Within 48 hours of Contractor's request, Subcontractor shall provide Contractor with payroll records for each person that has performed any portion of Subcontractor's Work at the Project site, which shall include persons employed by Subcontractor's subcontractors of any tier and Subcontractor's independent contractors. [Hereinafter, the foregoing records are referred to as the "Payroll Records.] The Payroll Records shall include but not be limited to the following: (a) the number of hours each person worked at the site, (b) the wage rate required to be paid to each person, (c) the fringe benefits to be paid on behalf of each employee, (d) the gross weekly amount earned by each person, and (e) any certified payrolls that were created for a person. Contractor shall maintain the confidentiality of Subcontractor's Payroll Records in the same manner Contractor maintains the confidentiality of its own payroll records. If Subcontractor does not provide Payroll Records within 48 hours of Contractor's request, then Contractor may effectuate one or both of the following actions: (1) withhold payment to the Subcontractor, (2) suspend the Subcontractor's performance of Work until the Payroll Records are provided in a form satisfactory to Contractor, and/or (3) terminate Subcontractor's performance of Work for default. Subcontractor shall be responsible for any delay or costs arising from such actions. Subcontractor also shall maintain Payroll Records for 6 years from completion of its Work, and Subcontractor shall indemnify and defend Contractor and Owner from any damages, claims, penalties, and costs arising from or related to the failure of Subcontractor, its subcontractors, or its independent contractors to pay required wages or fringe benefits.

- U. To pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the Work; and to save the Contractor, the Owner, and other subcontractors harmless from loss, cost or expense on account of such use or infringement by the Subcontractor.
- V. If any part of the Subcontractor's Work depends on properly performed work of the Contractor, any other subcontractor or any other separate contractor on the Project, the Subcontractor shall inspect and within 24 hours report in writing to the Contractor any apparent discrepancies or

defects in such work that renders it unsuitable for Subcontractor's Work. Failure of the Subcontractor to so inspect and report shall constitute acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper for Subcontractor's Work.

- W. To never dispose of hazardous substances, pollutants, or contaminants as defined in relevant State and/or Federal statutes in the dumpsters or other disposal facilities which may be provided by the Contractor for disposal of construction debris.
- X. Contractor's rights and remedies hereunder, or by law, shall be cumulative, not exclusive, and shall be in addition to all of the rights and remedies available to Contractor. Contractor's failure to enforce strictly any provision of this Subcontract shall not be construed as a waiver thereof or as excusing Subcontractor from future performance, nor shall it be deemed an election of remedies.

II. THE CONTRACTOR AND SUBCONTRACTOR AGREE AS FOLLOWS:

- A. Contractor to employ, and does hereby employ, the Subcontractor to do the Work required by this Subcontract, subject to its provisions.
- B. Contractor to pay the Subcontractor for the full, faithful and prompt performance of the Subcontract, subject to all the terms and conditions hereof, the Sum of: Four Hundred Eighty Five Thousand Seven Hundred Sixty Dollars And No Cents (\$485,760.00).
- C. BILLINGS ON THIS SUBCONTRACT SHALL BE SUBMITTED IN ACCORDANCE WITH EXHIBIT E.

In its monthly invoice to Owner, Contractor shall include the value of all Work properly performed by the Subcontractor in accordance with the provisions of this Subcontract for which invoices have been furnished by the Subcontractor and approved by the Contractor. Upon learning that the amount certified due for the Subcontractor is different from the amount requested by the Subcontractor, the Contractor shall so advise Subcontractor and furnish an explanation therefore.

In no event shall Subcontractor be entitled to receive a progress payment from Contractor prior to Contractor's actual receipt of that payment from Owner. Contractor's receipt of payment from Owner shall be a condition precedent to any obligation to pay Subcontractor for any portion of the Subcontractor's Work, and Subcontractor waives all right to commence litigation for payment until said monies are received by Contractor. Once this condition precedent is satisfied, and so long as the Subcontractor is not in default under the terms of this Subcontract, Contractor shall pay progress payments to the Subcontractor within **seven (7) calendar days** of receipt from the Owner, for the amount received from the Owner by the Contractor on account of the Subcontractor's Work, less **five percent (5% retainage)**. Except as otherwise permitted by law or this Subcontract, Contractor's withholding of retainage on Subcontractor's payments shall not exceed the amount of retainage held on Owner's payments to Contractor.

In no event shall Subcontractor be entitled to receive final payment from Contractor prior to Contractor's actual receipt of that payment from Owner. Contractor's receipt of payment from Owner shall be a condition precedent to any obligation to pay Subcontractor for any portion of the Subcontractor Work, and Subcontractor waives all right to commence litigation for payment until said monies are received by Contractor. Once this condition precedent has been satisfied, the Contractor shall have **seven (7) calendar days** to make final payment, including all retention, to the Subcontractor.

The Contractor, in its sole discretion, shall have all right but not duty to issue joint checks to Subcontractor and its subcontractors, laborers or suppliers as necessary to ensure payment to them. Such joint check procedures, if employed, shall create no right in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Contractor to repeat the procedure in the future.

- D. Upon receipt of any payment, Subcontractor shall (from itself, its subcontractors and its suppliers) furnish Contractor with an unconditional release and lien waiver covering the amount of said payment and any prior payments. Further, when required by Contractor, Subcontractor shall (from itself, its subcontractors and its suppliers) furnish Contractor with a conditional release and lien waiver covering the value of all Work performed pursuant to this Subcontract. To the same extent Contractor is required to subordinate its lien rights to the Owner's lender(s), Subcontractor subordinates its lien rights to the Owner's lender(s).
- E. Any dispute arising out of or related to this Subcontract, including, without limitation, the breach thereof, or disputes between Subcontractor and the Owner, shall at Contractor's sole discretion and selection either (a) be settled by the same procedures and in the same manner as required by the General Contract for disputes between Contractor and Owner, including, without limitation, any requirement to arbitrate or mediate disputes; or (b) be settled by litigation in a court of law venued in the appropriate state or federal court **where the Project is located**, which court the parties agree has jurisdiction over and is the most convenient forum for the resolution over said dispute; or (c) be settled by arbitration venued in Hennepin County, Minnesota, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment rendered upon the award may be entered in any court having jurisdiction thereof. Should Contractor prevail in any dispute resolved pursuant to this paragraph, Contractor shall be entitled to recover its costs, disbursements, and attorneys' fees expended in defending or prosecuting said dispute. To the fullest extent permitted by law, Contractor and Subcontractor irrevocable and unconditionally waive trial by jury in any legal proceeding related to this Subcontract. This Subcontract shall be governed by and construed in accordance with the laws of the state in which the Project is located, excluding its choice-of-law principles. All claims relating to or arising out of this Subcontract shall likewise be governed by the laws of that state, excluding its choice-of-law principles.
- F. If claims arise against the Subcontractor, Contractor, or Owner because of the acts or omissions of Subcontractor or those for whom it is responsible, whether under this Subcontract or otherwise, the Contractor may, in its discretion, withhold funds due to Subcontractor under this Subcontract in an amount adequate to cover said claims and associated costs arising therefrom until legal settlement thereof.
- G. Pending final resolution of a dispute, unless otherwise mutually agreed in writing, the Subcontractor shall proceed diligently with performance of the Work, and the Contractor shall make payments in accordance with this Subcontract.
- H. The failure of the Contractor to make payments as and when herein provided shall, in addition to all other rights, entitle the Subcontractor to suspend all Work and shipments during the continuance of such default on the part of the Contractor, and shall further entitle the Subcontractor to an extension of time for the performance of the Work covered by this Subcontract.
- I. Except in an emergency or to enforce safety requirements, Contractor shall not issue or give any instructions, orders or directions to any employee or workers of the Subcontractor other than persons designated by Subcontractor as having supervisory responsibility for the Subcontractor's Work.
- J. The Contractor may, at any time, terminate performance of the Work (in whole or in part for the Contractor's convenience and without cause). Upon receipt of written notice from the Contractor of such termination, the Subcontractor shall: (a) cease operations as directed by the Contractor in

the notice; (b) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination as stated in the notice, terminate all existing subcontracts and purchase orders, if any, and enter into no further subcontracts or purchase orders. In the case of such termination for the Contractor's convenience, the Subcontractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination. In no event shall the Subcontractor be entitled to payment or receipt of profit or lost profit on Work that is not or shall not be performed because of the termination.

- K. In the event the Subcontractor fails to perform in accordance with this Subcontract and becomes indebted to Contractor as a result, or if Subcontractor becomes indebted to Contractor otherwise, Contractor shall have the right to deduct the indebtedness from any and all payments due Subcontractor.
- L. Unless otherwise specified, Subcontractor is limited to the following markup for overhead and profit for extra work: 10% on own forces, 10% on materials, and 5% on subcontractors. However, in no event shall Subcontractor's markup exceed the mark up rates allowed in the General Contract. Subcontractor shall be reimbursed for the actual cost of extra work plus allowable markup for overhead and profit. Contractor has the right to audit Subcontractor's records and files relating to its Work, to include those related to any and all extra work.
- M. Subcontractor shall complete all punch list work within (3) three calendar days of receiving the punch list.
- N. Contractor shall have the right to withhold progress payment(s) and/or final payment to Subcontractor for its failure to provide required submittals and/or close-out documents.

This Subcontract, together with all of its exhibits, reflects and constitutes the entire understanding of the parties with respect to the Work to be performed under this Subcontract and supersedes all prior negotiations between the parties with respect thereto.

[SIGNATURE PAGE FOLLOWS]

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[SIGNATURE PAGE]

[dsa-sc-sp]

INTENDING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SUBCONTRACT AS OF THE DATE FIRST WRITTEN ABOVE, CONTRACTOR AND SUBCONTRACTOR SET FORTH THEIR SIGNATURES BELOW.

DESERT SERVICES, LLC

SUBCONTRACTOR

Tim Haitaian

By (printed): _____

By (signature): _____

Chief Executive Officer

Title: _____

Date: _____

Federal Tax #: 993752805

State Tax #:

State: _____

Subcontractor is a Corporation/LLC/Partnership/Individual):

(_____)

WD Construction

CONTRACTOR

By (printed): Ben Seyk

By (signature): 

Title: Project Executive

1/21/2026

Date: _____

Classification status of Subcontractor (This information to be used to comply with contractual requirements and/or satisfy affirmative action laws):

[dsa-sc-clas]

From the list below, please note your classification(s) on the above line.

- Disabled Owned Business Enterprise (DOBE)
- Disadvantaged Business Enterprise (DBE)
- Historically Black College/University or Minority Institution (HBCU)
- Hubzone (HUB)
- Lesbian / Gay / Bisexual / Transgender Owned Business Enterprise (LGBT)
- Minority Business Enterprise (MBE)
- Minority Woman Owned Business Enterprise (MWBE)
- Other: _____
- Our firm does not have a classification
- Prefer Not to Answer
- Section 3 Certified (SEC3)
- Service Disabled Veteran Owned Business Enterprise (SDV)
- Small Business Enterprise (SBE)
- Small Disadvantaged Business Enterprise (SDIS)
- Veteran Owned Business Enterprise (VBE)
- Woman Owned Business Enterprise (WBE)

GUARANTEE BY AFFILIATED COMPANY: In consideration of execution of the Subcontract

Agreement by Contractor with Subcontractor, Grand Haven Capital, LLC, a company affiliated with Subcontractor, hereby guarantees the performance by the Subcontractor of its obligations under this Subcontract Agreement and any obligations imposed by law with respect to the Subcontractor's performance under this Subcontract Agreement. The person signing below represents that she/he has the authority to bind Guarantor to this guarantee.

Grand Haven Capital, LLC ("Guarantor")

Name (print): _____

Title (print): _____

Sign: _____

Date: _____

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EXHIBIT A

SUBCONTRACTOR: DESERT SERVICES, LLC

PROJECT: SIDNEY VILLAGE

I. GENERAL REQUIREMENTS

1. Unless otherwise stated, Subcontractor shall meet all requirements and obligations of this Subcontract, which includes its exhibits, for the Sum stated within the Subcontract.
2. Subcontractor's furnishing or installing of labor, materials, services, supervision, equipment, and/or tools (collectively, the "Work") shall be in strict adherence with this Subcontract and all divisions, specifications, drawings, and other requirements of the General Contract (to include addendums) pertinent to the Work. If there is conflict between the requirements of this Subcontract and the General Contract, Subcontractor shall provide, furnish, and/or install the stricter requirement or that which is more expensive.
3. Subcontractor shall require entities and persons hired or retained by Subcontractor to perform any and all Work according to the obligations and requirements of this Subcontract and the General Contract, and Subcontractor shall be responsible should such persons or entities fail to do so.
4. Subcontractor shall compare and contrast all dimensions and details shown in the specifications and drawings as relates to Subcontractor's Work. If there is conflict between specifications and drawings, Subcontractor shall provide, furnish, and/or install the stricter requirement or that which is more expensive.
5. Before performing its Work, Subcontractor shall take measurements, including field measurements, of conditions at the Project that may affect Subcontractor's Work. Subcontractor shall notify Contractor in writing if there are any differences between measurements provided in the General Contract, including the plans and or specifications, and those taken by Subcontractor. Subcontractor shall not be allowed extra costs on account of its measurements.
6. Subcontractor shall not deviate from the requirements of this Subcontract or the General Contract without the written approval of Contractor's Project Manager.
7. In the event Subcontractor is installing materials, and the manufacturer of such materials recommends an installation method different than the installation requirements of this Subcontract or the General Contract, to include the plans and specifications, then Subcontractor shall notify Contractor in writing of such difference before installing the materials. Further, if Subcontractor is supplying fire treated lumber, such lumber must bear the identification mark of an approved inspection agency. Each piece of fire lumber must be marked with an ink stamp bearing the classification mark of Underwriters Laboratories, Inc., describing its surface burning characteristics. The mark also must identify the name and location of the treating plant and show that the material complies with AWPA standards, has been dried after treatment, and qualifies as an Interior Type A, low hygroscopic product.
8. Subcontractor is required to ensure that manufacturers of the following materials provide a representative to inspect installation of their materials at the Project site and that such representative provide Contractor with a written report of the inspection stating whether or not Subcontractor has installed the materials per manufacturer recommendations: (a) waterproofing, (b) roofing (membrane and shingles), (c) EIFS, (d) exterior plaster/stucco, (e) siding, (f) windows, and (g) exterior masonry sealer and/or paint. If Subcontractor does not or cannot satisfy the foregoing requirement within forty-eight hours of beginning installation of the aforementioned materials, then Contractor shall be allowed to hire a qualified third-party to perform the inspection and provide a written report, and the costs of same shall be deducted from funds due to Subcontractor.
9. Without additional costs to Contractor, Subcontractor shall meet all requirements imposed by the government (federal, state, and local) that apply to Subcontractor's Work, to include permitting (general and special), bonding, licensing, testing, inspection, and certification requirements. Subcontractor also shall be responsible for scheduling and coordinating all tests and inspections to be performed on its Work and shall provide Contractor with written notice of all such tests.
10. Subcontractor shall cooperate with all entities and persons performing work at the Project site and shall coordinate its Work with those entities and persons so as to not hinder or delay the Project. Entities and persons may include, but not be limited to, Contractor's other subcontractors or Owner hired entities or persons.
11. Subcontractor is responsible for laying out its Work.
12. During Subcontractor's performance of Work, Subcontractor shall perform quality control inspections, generate correction checklists, and correct all defects discovered in the Work. All corrections shall take place before the Subcontractor notifies Contractor that the Work, or portion of it, is complete. After such notification, if Contractor identifies defects in the Work, Contractor may discontinue its inspection of the Work and will notify Subcontractor of the defects. Contractor shall not be obligated to recommend its

inspection of the Work until Subcontractor notifies Contractor that it has repaired the defects. Subcontractor shall be responsible for all costs incurred by Contractor in performing reinspections of same, and Contractor shall be permitted to deduct such costs from funds owed to Subcontractor. In addition, Subcontractor shall adhere to the quality assurance, quality control, and punchlist requirements of Contractor and Owner.

13. Subcontractor's Work shall only be performed on the days and times designated by Contractor. If Subcontractor wants to deviate from the designated days and times, Subcontractor shall obtain Contractor's written permission to do so.
14. If Contractor's Project Manager requests Subcontractor to provide a price estimate to perform work not included in this Subcontract, Subcontractor shall provide the estimate, in writing, within five (5) calendar days of the request. Contractor shall have the right to direct such extra work to the same extent as Owner can direct Contractor to perform extra work.
15. Safety Requirements
 - a. Subcontractor is required to abide by all safety requirements of OSHA, Contractor, and Owner. Subcontractor is required to supply its employees with necessary safety equipment or protective wear. All of Subcontractor's employees, and those persons entering the Project site at the request or direction of Subcontractor, are required to wear hard hats and eye protection. All persons working at or visiting the Project shall properly wear ANSI Type II approved hard hats with approved chin straps that are securely fastened at all times, and Subcontractor shall notify its subcontractors and vendors of every tier of the policy to ensure they comply with it. Contractor shall not be required to supply such hard hats to any person. Further, fall protection is required when Subcontractor performs Work at or above six feet. When performing its Work, Subcontractor shall provide safety protection including, but not limited to, traffic controls, barricades, flagmen, fire watches, special protective equipment, signage, and any other requirement deemed necessary for adequate safety.
 - b. The Subcontractor will maintain an active safety program including a written safety policy. The Subcontractor shall keep a copy of the safety policy on the job available for reference by his employees and the Contractor's Superintendent.
 - c. The Subcontractor will provide a representative to attend safety and Project subcontractor progress meetings scheduled by the Contractor.
 - d. Subcontractor shall not permit any of its employees, agents, representatives, or subcontractors, or their employees, agents, or representatives, to engage in any activity in, on or about the Project site, or in connection with the Work, which violates any law, ordinance, statute, rule or regulation of any governmental body having jurisdiction over the Work or the Project site. Other activity, though lawful, which in Contractor's reasonable opinion is not proper construction practice, such as but not limited to consumption of alcoholic beverages, is likewise prohibited. Subcontractor agrees that it shall supervise the Project site to ensure that this provision shall be enforced, and hereby indemnifies and saves the Owner and Contractor harmless against any and all damages or claims arising from any such unlawful act or other activity.
 - e. Subcontractor will accept and pay all fines and costs for corrective measures incurred by the Contractor or Owner resulting from Subcontractor safety violations.
16. In the event of a safety violation by Subcontractor or any person or entity for which it is responsible, Contractor may, in its sole discretion, issue written warnings to Subcontractor, suspend Subcontractor's performance, and/or terminate Subcontractor's performance. Subcontractor shall be solely responsible for all costs relating to such actions and any other costs arising from or related to the safety violation, including shutdown of the Project in whole or in part. Subcontractor's employees shall be required to wear a high-visibility warning vest or other high visibility garment when working near moving vehicles
17. Subcontractor shall store its materials, tools and equipment in whatever area is designated by Contractor's Superintendent, but shall immediately notify Contractor in writing if storage in the designated area may cause or jeopardize the structural integrity of any Project component, to include floors, walls, or roofs. Notwithstanding such a designation by the Contractor's Superintendent, Subcontractor shall be solely responsible if Subcontractor's storage of materials, tools or equipment causes or jeopardizes the structural integrity of any Project component. If Contractor's Superintendent does not designate an area on the Project site for Subcontractor to store its materials, tools and equipment, then Subcontractor shall be responsible for storing them off site without additional cost to Contractor. If necessary for overall construction of the Project, Subcontractor shall move its materials, tools and/or equipment from one location to another. Further, Subcontractor is responsible for ensuring its installed materials and accessories are compatible with, and will not adversely affect, other building components that they contact. If Subcontractor's installed materials and/or accessories cause damage to other building components, Subcontractor shall be solely responsible for all costs arising from or related to that damage.

Materials Stored Off the Project Site. If approved by Contractor, Owner, and Owner's lender, Subcontractor shall be paid the actual value of materials stored offsite provided Subcontractor satisfies the requirements of the Contractor, Owner, and Owner's lender related to same, to include (1) providing evidence the materials are insured against loss or damage until they are delivered to the Project, (2) providing a bill of lading for the materials, (3) providing photos of the materials showing the Project name affixed to the materials, (4) storing the materials separately from other materials not intended for the Project, (5) giving Contractor, Owner, and Owner's lender reasonable opportunity to inspect and take inventory of the materials, and (6) adhering to any other requirements of

the Contractor, Owner, and Owner's lender. Contractor and Owner shall be provided additional insured coverage on Subcontractor's insurance for materials stored offsite. Risk of loss and damage to materials shall remain with Subcontractor until they are delivered to the Project. Subcontractor hereby grants Contractor (1) a security interest in any materials stored offsite for which payment has been received by Subcontractor, and (2) permission to file a UCC statement on those materials.

18. Subcontractor is responsible for securing and protecting its property (to include materials, tools and equipment) so they cannot be damaged by weather conditions. Subcontractor also shall protect existing finishes and structures from damage during performance of Subcontractor's Work.
19. Subcontractor shall be responsible for repairing its Work when damaged by its activities. When causing damage to other portions of the Project not entailing its Work, Subcontractor shall be responsible for costs incurred in repairing those portions.
20. Subcontractor understands that water damage and/or mold growth may result from any number of preventable causes, such as defective construction, failure to protect materials from weather conditions, and accidents. As a result, Subcontractor agrees it shall, when performing its Work, take the care and exercise diligence to avoid water damage and/or mold to the Project.
21. Subcontractor shall attend all of Contractor's weekly progress meetings or other meetings as and when required by Contractor, including meetings that occur two weeks prior to Subcontractor's onsite Work.
22. Subcontractor shall clean and remove its construction debris on a continuous basis. If Subcontractor fails to do so, then Contractor may, in its sole discretion and without notice to Subcontractor, clean and remove Subcontractor's debris and charge the costs to Subcontractor. Subcontractor shall maintain a broom-clean work area, which shall include broom cleaning Subcontractor's Work area at the end of each work day. All cleaning shall be performed with Subcontractor's own equipment. If Subcontractor uses Contractor provided dumpsters or trucks for cleaning activities, then Subcontractor shall be charged costs proportionate to such use unless otherwise provided in this Exhibit A.
23. Prior to its vehicles or equipment (including that of its vendors) departing the Project site, Subcontractor shall clean and remove mud, dirt and other debris from them. If mud, dirt or other debris is tracked off the Project site from Subcontractor's vehicles or equipment (including that of its vendors), Subcontractor shall clean and remove it from the areas to which it was tracked.
24. Contractor shall not be required to provide parking to Subcontractor's employees but may permit them to park in designated areas. Contractor may withdraw such permission at any time, for any reason, and without cost to Contractor.
25. Subcontractor shall be responsible for all supervision, labor, lifting, equipment, scaffolding, ladders, hoisting, rigging, unloading, etc. necessary to perform its Work. Prior to mobilizing at the Project site, Subcontractor shall provide Contractor with a written submittal for hoisting equipment, which shall include written information pertaining to equipment model, weight, safety, and power.
26. Subcontractor is not allowed to display any signage on the Project site without the Contractor's written permission.
27. Subcontractor shall properly seal all penetrations created by Subcontractor.
28. Subcontractor shall continuously update and maintain as-built drawings of its Work.
29. Subcontractor shall provide whatever demolition is necessary for performance of Subcontractor's Work.
30. Subcontractor has read and agrees to abide by the Storm Water Pollution Prevention Plan ("SWPPP") and National Pollutant Discharge Elimination System ("NPDES") permit requirements developed for the Project site. If the Subcontractor commits a violation of the SWPPP or NPDES requirements, the Subcontractor shall, within two hours of discovering the violation, report it in writing to Contractor's Superintendent and Project Manager. Subcontractor agrees its performance can be terminated, in whole or in part, in the event it commits a SWPPP or NPDES violation or fails to report such a violation in writing within two hours of its discovery. Subcontractor shall be responsible for all costs resulting from such a violation (to include governmental imposed fines or penalties imposed on Contractor or Owner) and from a failure to timely report a violation or from a termination under this paragraph.
31. Wage increases for Subcontractor's employees shall not result in result in extra payment to Subcontractor. Further, the Subcontract Sum is fixed and not subject to increase for an escalation in Subcontractor's costs for materials.
32. Subcontractor shall not perform any of its Work at the Project site unless Contractor's Project Manager or Superintendent is present on site.
33. Subcontractor shall coordinate delivery, receipt, inventory, distribution, hoisting, protection, inspection and staging of materials installed by Subcontractor but furnished by others. Within 24 hours of taking delivery of such materials, Subcontractor shall

completely inspect them for damage or deficiency and shall notify Contractor upon discovery of either.

34. If Contractor provides Subcontractor with CAD drawings, Subcontractor shall be responsible for making prints of such drawings.
35. For change order work, Subcontractor shall not be reimbursed for home office personnel or field supervision. Further, if work is directed in writing by Contractor's Project Manager to be done on a Time and Material ("T&M") basis, then daily timecards for such work must be signed by Contractor's onsite Superintendent within 24 hours of the day on which any such work is performed. Subcontractor shall attach the signed timecards to a Change Order Request, which shall be submitted to the Project Manager within seven (7) days of when the T&M work is 100% completed. The Change Order Request also must include a copy of all invoices related to the T&M work, including but not limited to invoices for materials. Upon the Project Manager issuing a Change Order for T&M work, the Subcontractor shall include the value of same in Subcontractor's next monthly payment application. Subcontractor must comply with all of the foregoing requirements as a condition precedent to being reimbursed for T&M work, and Subcontractor waives any right for reimbursement in the absence of such compliance. Further, all T&M costs submitted for reimbursement are subject to audit by Contractor, and Contractor may conduct the audit (a) before and after Subcontractor has been reimbursed, and (b) regardless of whether a change order is issued for the reimbursement. If an audit shows Subcontractor was overpaid for T&M work, then Subcontractor shall repay the overpaid amount via (a) payment to Contractor, (b) a deductive change order issued to Subcontractor.
36. Subcontractor shall provide closeout documents to Contractor at least ten (10) calendar days before Subcontractor substantially completes its Work. Closeout documents shall include, but not be limited to, technical literature, as-built drawings, operational manuals, maintenance manuals, warranty letters, special warranties, test results, certifications, etc.
37. Subcontractor shall pay each and every fee, tax, assessment arising from or related to its Work, including but not limited to, sales tax, freight fees, and delivery fees. Materials supplied by Subcontractor shall be FOB-Project site.
38. Subcontractor shall provide its own power source unless power is available at the Project site and Contractor allows Subcontractor to use it.
39. Post-Construction Certificate of Completion

Upon completion of Subcontractor's work, Subcontractor shall be required to complete and sign a document stating as follows:

"Subcontractor hereby agrees its Work was performed in accordance with all manufacturer recommendations pertaining to Subcontractor's Work and the plans and specifications including any written changes to them. In the event Subcontractor's Work was not performed in accordance with any of the foregoing, Subcontractor shall, when returning this signed document, provide written reasons explaining why there was a deviation.

Subcontractor further agrees that it did not deviate from any of the foregoing per the verbal direction of any person or entity, to include representatives of the Owner, Architect, or Contractor."

Contractor shall be allowed to withhold Subcontractor's final payment until Subcontractor completes and signs the above-described document.

40. Subcontractor shall be responsible for the following: (a) locating all existing underground utilities that could be potentially impacted by Subcontractor's Work; (b) protecting such utilities from damages during Subcontractor's Work, and (c) shoring and supporting all such utilities.
41. If Subcontractor's Work requires certain temperatures or humidity levels to exist at or in the Project prior to, during, or after performance of the Work, then Subcontractor shall, via email, notify Contractor's Project Manager of the necessary temperatures or humidity levels at least fourteen (14) calendar days prior to Subcontractor commencing its Work. If Subcontractor fails to provide such notice, then it shall be understood that no specific temperatures or humidity levels apply to Subcontractor's Work.
42. The term "day" as used in the Subcontract shall mean calendar day unless otherwise specified.

II. SCHEDULE AND MANPOWER

43. Subcontractor is required to provide all necessary labor, materials, supervision, skill, equipment, and tools to complete its Work.
44. As relates to its Work, Subcontractor shall provide engineered submittals/shop drawings, samples, test reports, product data, and warranties. Subcontractor's submittals/shop drawings shall be delivered to Contractor's Project Manager no later than 01/06/2025. Handling, transmittal, approval, or anything else done by Contractor or others with respect to Subcontractor's submittals/shop drawings shall not relieve Subcontractor from its responsibility for errors and/or omissions in same. Further, if Subcontractor's Work

is performed pursuant to approved submittals/shop drawings, it shall not relieve Subcontractor from complying with the plans and specifications. Subcontractor is solely responsible for ensuring submittals/shop drawings are in conformance with the plans and specifications, and Subcontractor shall not be relieved of that responsibility by the acts or omissions of the Contractor or any other party.

45. Materials shall be delivered to the Project site upon the earlier of: a) as directed by Contractor in writing, b) as otherwise outlined in this Subcontract, or c) within 30 calendar days of Subcontractor's receipt from Contractor of approved, or approved as noted, submittals/shop drawings. Contractor shall be permitted to change any date of delivery as necessary for proper scheduling of the Project. Materials provided by Subcontractor shall contain whatever warranties are required by this Subcontract and the General Contract.
46. Subcontractor shall commence and complete its Work in accordance with the requirements of the Subcontract. If Subcontractor's performance is delayed as a result of its own acts or omissions, then Subcontractor shall accelerate its performance by whatever means possible, to include providing increased equipment, labor, overtime, and working on Saturdays and Sundays if approved by Contractor. Subcontractor shall be responsible for all costs arising from or associated with delay caused by its own acts or omissions.
47. Subcontractor shall supply a sufficient amount of employees to the Project site each day so that Subcontractor timely completes its Work as required by the Subcontract, and Subcontractor shall increase the amount of its Project site employees if directed by Contractor. Subcontractor also shall provide one full time employee, such as a foreman, to oversee all of Subcontractor's Work.
48. Within 24 hours of recognizing a delay to its Work, Subcontractor shall notify Contractor in writing of the cause of the delay and measures Subcontractor shall implement to eliminate the delay.
49. For any delay encountered during performance of the Work, Subcontractor shall not be given an extension of time for the delay, or additional costs arising from it, unless the Owner issues Contractor a change order granting the extension and additional costs. Within 24 hours of recognizing a delay to the Work, Subcontractor shall notify Contractor in writing of what caused the delay and measures Subcontractor will implement to eliminate it.
50. Subcontractor shall furnish and install specified and approved materials as part of one or more mockup assemblies if those mockup assemblies include items within Subcontractor's Work. The mockup assemblies will be furnished and installed out of sequence and when directed by Contractor, which may require early and separate delivery of materials and separate mobilizations. At Contractor's direction, mockup assemblies will be completed for the following:
 - a. Exterior Mockup Wall Assembly including: Footing/Foundation; Foundation Waterproofing; Wall Framing & Sheathing; Flashing & Weather Resistive Barrier; Windows & Flashing; Fascia; Roofing; Exterior Cladding (Siding, Masonry, EIFS, etc.); Mechanical Penetration Materials; Soffits; Gutters & Downspouts.
 - b. Interior Demising Wall Assembly including: Wall Framing; Electrical; Plumbing; HVAC; Gas Piping; Fire Sprinkler Piping; Hydronic Piping; Insulation; Vapor Barrier; Sound Sealants; Air Sealants; Fire Caulking; Drywall; Mechanical Penetration Materials.
 - c. Interior Floor-Ceiling Assembly including: Ceiling Framing; Light Fixtures; Plumbing; HVAC; Gas Piping; Fire Sprinkler Piping; Hydronic Piping; Insulation; Vapor Barrier; Sound Sealants; Air Sealants; Fire Caulking; Drywall.
 - d. Complete Mockup Room Assembly(s) including: Execution of Subcontractor's Work in one or more living units.
51. Subcontractor shall mobilize to and demobilize from the Project as often as necessary to complete its Work.
52. For coordination purposes, Subcontractor shall contact Contractor's Superintendent 4, 2 and 1 week prior to commencing its Work on site.

III. TRADE SPECIFIC REQUIREMENTS

General

53. All costs associated with plan updates through "1st City Submittal" dated 5/30/2025.
54. Arizona Transaction Privilege Tax is excluded. Subcontractor shall fill out and return a copy of the Arizona Department of Revenue 5005 form.
55. Obtain any required licenses, bonds, and/or permits needed to do business in the City of Buckeye. Furnish a copy to Contractor if requested.
56. Subcontractor shall ensure all work is installed in accordance with local, state, and federal codes and Authority Having Jurisdiction (AHJ).

57. Utilize Procore for file transfers, submittals, etc. Subcontractors should contact Marcella Calzado at marcellacalzado@weisbuilders.com to register with Procore. There is no cost to the subcontractor associated with using Procore. Subcontractors responsible to download and implement into construction all information pertaining to their division of work that is posted on Procore. Failure to do so and any rework associated with the failure to do so is the financial responsibility of subcontractor.
58. Subcontractor agrees to use the Textura Construction Payment Management system. The associated cost is included.
59. Each subcontractor is responsible to providing detailed labor and material breakdowns either within Textura or, on an AIA G702 and G703. This must be approved by the WD Construction Project Manager and may be subject to further detail as required. The breakdown will be required prior to any pay application being approved. All pay applications are to be submitted by the 20th of each month (or other date designated by Contractor) for work and material in place or on site.
60. The subcontractor must submit a Certificate of Insurance in accordance with Exhibit F included in this subcontract at least five days prior to Commencing work on site. The subcontractor shall list Additional Insureds as required.
61. Subcontractor to provide a detailed labor, material, and OH&P breakdown on all change order requests. Any change order which requires an adjustment to work durations shall clearly state proposed extensions.
62. In the event the Subcontractor and Contractor cannot agree on the value of a scope change Contractor has the right to direct Subcontractor to proceed with the work on a T&M basis. Subcontractor shall be responsible to track and have verified all labor hours and provide acceptable backup for all material costs per Contractor's T&M policy. Only WD Construction T&M's will be reviewed for any/all changes per the Contractor's T&M policy. No other T&M's will be acceptable. T & M Tickets need to be turned in daily to Contractor's Superintendent.
63. The labor rates for all scope additions and all scope credits shall be the same.
64. Contractor may request a change order for, and Subcontractor shall be obligated to perform, any scope of work that is customary for that trade to perform and/or is similar in nature to work already being performed by the Subcontractor.
65. Onsite, full time, competent, English speaking, foreman capable of running crews for quality, safety, proper installation, workflow, schedule, and taking direction from Contractor's Superintendent immediately and continuously throughout start to finish of work scope. Foreman to be onsite during any of subcontractor's work. If Subcontractor is working after normal hours and/or on weekends, a dedicated Supervisor from Subcontractor's company must be present and hold a minimum OSHA 10 certification. Work outside of normal hours must comply with City of Buckeye requirements and be coordinated with Contractor's Superintendent.
66. Subcontractor's Foreman to attend weekly in person coordination meetings within two weeks of work commencing and while the Subcontractor's work is in progress. This meeting attendance is mandatory in-person. On occasion the Subcontractor may need to join online, where there will be a call-in option available, and communicated to Contractor's Superintendent. If Subcontractor fails to attend this meeting on a regular basis, the Contractor may, in its sole discretion, implement financial penalties to the Subcontractor.
67. Subcontractors must consult Contractors Superintendent prior to declaring any day a lost Workday due to weather conditions.
68. All compliance with the IBC, and Special Inspections and Testing requirements required by the Contract Documents and AHJ is included. When inspections or testing is required, Subcontractor to coordinate via WD Construction with owner contracted testing/inspection agency.
69. Temporary power is not guaranteed. When temporary power is not available the Subcontractor is to provide a power source at no additional cost. Power source is not allowed within 25' of the building and must have a fire extinguisher within 10' of equipment.
70. Provide and maintain OSHA approved extension cords and gas cans as required to perform own work. Cords or gas cans found out of compliance may be removed from service by Contractor's Superintendent without notice.
71. Daily cleanup is included. This includes but is not limited to, disposing of all debris created by subcontractor's work and materials on a DAILY basis. If Subcontractor fails to do so, then Contractor may, in its sole discretion and without notice to Subcontractor, clean and remove Subcontractor's debris and charge the cost to Subcontractor. Subcontractor shall maintain a broom-clean work area, which shall include broom cleaning Subcontractor's Work Area at the end of each workday. All cleaning shall be performed with Subcontractor's own equipment. If Subcontractor uses Contractor provided equipment for cleaning activities, then Subcontractor shall be charged cost proportionate to such use unless others provided in this Exhibit A.
72. Coordinate with all trades for sequencing of additional items installed by others as embedded, concealed within, or requiring penetrations through work installed by this Subcontractor.

73. Installation of Subcontractors scope of work constitutes acceptance of the substrate conditions. Any repair work needed to this scope of work due to unacceptable or failed substrate conditions will be done at the Subcontractor's expense.
74. If subcontractor penetrates a foundation wall that is already complete with the waterproofing system, subcontractor is responsible for notifying WD Construction's Superintendent immediately so the waterproofing integrity can be reviewed and any necessary repairs made in a timely fashion. If said subcontractor does not notify WD Construction, said subcontractor will be responsible for all damages caused by any water intrusion in the vicinity of said penetration.
75. At all locations where the finish schedule notes that the floor or wall finishes are to be exposed structure components (concrete, CMU, steel, etc), protection is to be used to protect against stains, scratches, pencil marks, chips, etc. for own work is included. Any repair work required because of damage to exposed structural components caused by this subcontractor is the financial responsibility of this subcontractor.
76. No permanent markings that include ink, marker, paint, etc. should be used on a substrate that is to be covered with finished material.
77. Subcontractor understands WD Construction will perform its own quality control inspection prior to the Owner's punch-list inspection in an effort to minimize the Owner punch-list. Within forty-eight (48) hours of receiving WD Construction's Quality Control List ("QCL") or the Owner punch-list, Subcontractor agrees to correct the work shown therein. Subcontractor understands and agrees that the QCL and Owner punch-list may be generated concurrently for multiple floors/wings or at different times.
78. Subcontractor acknowledges that the quality control process for the project is a three-stage process. First Subcontractor is to review the installation of all materials installed under its scope of work and correct any deficiencies that they find. Then WD Construction will issue their QCL for items they find to be corrected. Next the client will review an area for items they find to be corrected.
79. Provide Owner training of all installed systems at time of project substantial completion.
80. Provide all warranties and guarantees as required by the contract documents.
81. Supply attic stock materials as required by the contract documents.
82. Subcontractor has read and understands all general notes, specifications, and plans for their scope of work. Turnkey scope of work is included. Subcontractor also understand that all plans are included in this subcontract per Exhibit B. The work shown throughout the construction documents is included if it pertains to this trades work with the more stringent applying.

Traffic Control, Deliveries, Parking

83. At no time shall subcontractor obstruct the traffic flow on the streets that are adjacent to the project site unless prior authorization is obtained from WD Construction's Project Superintendent.
84. No staging of deliveries is allowed on Apache Rd., or Yuma Rd. All deliveries are to be schedule 72-hours prior to delivery with the WD Construction's Superintendent. Subcontractor will be required to work with the WD Construction's Superintendent and all other subcontractors/suppliers to set up and adhere to a delivery schedule. Any added costs associated with return trips and/or longer than normal wait times for subcontractor's scope of work will the responsibility of the subcontractor.
85. All traffic control management devices, signs, materials, labor, and street sweeping for subcontractor's truck traffic is included. Subcontractor shall not leave soil on the streets leading to and from the project site.
86. Trades parking onsite is not allowed. Offsite parking is the financial responsibility of the Subcontractor. Contractor's Superintendent may authorize onsite parking for certain vehicles such as company trucks, tool trucks, or foreman's vehicles at their sole discretion. Follow all directions of Contractor's Superintendent regarding parking of authorized vehicles and removal of unauthorized vehicles. Contractor reserves the right to tow unauthorized vehicles at vehicle owner's expense.

Health, Safety, SWPPP & Dust Control

87. Scope is inclusive of all dust control, as required for this scope of work, in compliance with city, county, state, and federal requirements for the duration of this scope. ~~All fines assessed for the violations arising from this Subcontractor's work will be this Subcontractor's responsibility.~~ Subcontractor to provide Contractor with their Maricopa County Subcontractor Registration Number upon request. Display registration numbers while working on site as required by Maricopa Country.
88. Caution to be used around all SWPPP BMP's. Damage to any BMP to be immediately reported to Project Superintendent. Cost for any necessary repairs will be the financial responsibility of subcontractor.

89. Subcontractor shall not leave soil on the streets leading to and from the project site. Scope is inclusive of immediate cleaning all public roads for any track out created by this subcontractor. Provide all cleaning and sweeping of debris in streets resulting from contractor's work in the Right of Way. If Subcontractor fails to do so, then Contractor may, in its sole discretion and without notice to Subcontractor, clean and remove Subcontractor's debris and charge the cost to Subcontractor.
90. Subcontractor is responsible for their own task lighting as needed.
91. Construction water provided by Contractor. Storage and disbursement of water for their own scope of work shall be by this subcontractor.
92. Comply with all City of Buckeye or AHJ ordinances related to work hours and noise.
93. This Subcontractor shall coordinate all off hours work with Contractor's Superintendent well in advance, a minimum of 48-hour notice must be provided. Superintendent must approve off hours work. Such approval shall not be unreasonable withheld.
94. Each subcontractor is responsible for having all workers read and review the list of jobsite specific safety rules before performing any work on the project. After reading through the rules, each worker will need to sign an acknowledgment form and will be given a jobsite sticker to add to their hard hat.
95. No eating or drinking, except water, allowed on any floor of the building(s). This includes no sunflower seeds.
96. The use of all tobacco products and electronic cigarettes is strictly prohibited onsite. The project site includes any area within the property line and/or site fence, whichever is greater.
97. Contractor shall be implementing an enhanced hard hat policy for this project site. Effective July 1st, 2025 subcontractor including all of their vendors, sub-tier subcontractors and personnel working or visiting the jobsite will be required to properly wear ANSI Type II approved hard hats with chin strap. Subcontractor includes any and all costs associated with this requirement.
98. Each subcontractor is responsible to replace any safety protection guardrails they remove to complete their work, replace any silt or erosion protection they remove or damage to complete their work, snow removal or dewatering to complete their work, replace temporary construction fence they remove to complete their work, close and lock all windows in the building that they open during the working day for ventilation.
99. All deliveries to the jobsite are to provide certified flagger(s) to assist in traffic control while their trucks are entering and exiting the site.

Trade Scope Specific

100. All work shall be in accordance with the Geotechnical Investigation prepared by Speedie and Associates, LLC., dated 6/11/2025 here after referred to as "GeoTech Report"
101. Subcontractor includes all labor and material needed for a complete SWPPP & Site Maintenance scope of work per the contract documents, including but not limited to the following:
 - a. All scope performed under this agreement shall be per the requirements of Arizona Department of Environmental Quality (ADEQ), MCESD, City of Buckeye and Authority having Jurisdiction (AHJ).
 - b. SWPPP per plans including but not limited to SWPPP drawings 01 of 03, through 03 of 03 and City of Buckeye requirements.
 - c. Provide SWPPP Narrative Design Manual per EPA specifications. Manual to be located on jobsite.
 - d. Maintain onsite SWPPP documentation throughout duration of project.
 - e. Installation ~~and maintenance~~ of all silt fencing around property perimeter per plans. Lap socks as required for proper install.
T&M
 - f. All stakes for compost filter sock at a minimum of a stake every 20'.
 - g. Installation ~~and maintenance~~ *T&M* of all rock entrances for the project with rock and filter fabric per SWPPP civil drawings (01 of 03 through 03 of 03). Rumble grates included at all project entrances.
 - i. Includes asphalt millings for Main Entrance, along Apache Rd and/or Yuma Rd.
 - ii. ~~Maintenance of all rock entrances includes rock refresh and additional rock as needed.~~ *T&M*
 - h. Installation of all rumble grates at project entrances.
 - i. Installation of all inlet protection for storm drains.
 - j. ~~Subcontractor is fully responsible for protection of storm drain system. If unwanted substances (ex: dirt, dust, debris) enter the storm system, there is potential for fines to WD Construction. If this occurs, any cost implications from the inspections will be conveyed back to the responsible Subcontractor. Out of scope~~
 - j. Provide and install all SWPPP and Dust Control signage, per ADEQ specifications, at all project site entrances.

- k. Provide and ~~maintain~~ spill kit per ADEQ specifications.
 - l. Provide and install City of Buckeye approved Fire Access Signs per Authority having Jurisdiction (AHJ).
 - m. All SWPPP inspections for duration of project. SWPPP inspections to be performed every (14) calendar days.
- Up to amount included in SOV**
- i. SWPPP inspections to be performed after any/all rain events that accumulate to ½-inch of rain or more during a single event.
 - ii. Subcontractor will notify WD Construction in writing within 2 calendar days each time a rain event of ½-inch or greater occurs, to include SWPPP summary from previous inspection to weather event and impacts of rain event on the jobsite as it relates to progress.
- n. Supply three (3) 15-cubic yard concrete roll off systems located as specified by contractor.
 - o. Supply project closeout documentation as requested by WD Superintendent.
 - p. Inspector shall check-in with WD Construction's Superintendent before and after each inspection. A copy of the inspection report shall be left with WD Superintendent.
 - q. SWPPP Inspections are to be distributed to WD Construction in writing on the same day of the Inspection and printed copies are to be placed in the SWPPP binder stored on-site.
 - r. Includes all relocation, moving and improvements of SWPPP measures, as requested by WD Superintendent and/or Authority having Jurisdiction (AHJ).
 - s. ~~Includes all maintenance, repairs, and rework regarding the above scope. Subcontractor is responsible for protecting their work and replacing it, even if it is damaged by other trades or acts of God.~~
 - t. Subcontractor is fully responsible for SWPPP for the project. Subcontractor is aware that all Authority having Jurisdiction (AHJ) can and will perform inspections of the project. Failure of SWPPP measures can result in fines to WD Construction. If this occurs, any/all cost implications from the SWPPP inspections will be conveyed back to this Subcontractor.

102. Subcontractor includes all labor and material needed for a complete Portable Sanitation scope of work, including but not limited to the following:

- a. Delivery and removal of all portable sanitation units for the duration of the project.
- b. Quantity of portable sanitation units is unlimited and to be dictated by WD Construction Superintendent.
- c. Provide and service all standard portable sanitation as required for the duration of the project.
- d. Provide and service a minimum of two (2) female only portable sanitation units with a lock for the duration of the project.
- e. Portable sanitation units are to be swapped immediately as required. If portable sanitation units become unsanitary or unusable without being swapped by Subcontractor, WD Construction reserves the right to swap independent of Subcontractor and back charge Subcontractor for the cost associated.
- f. Provide and maintain protection under all portable sanitation units once asphalt pavement is installed for duration of project.
- g. There is potential for damage to asphalt, hardscape or other finished products caused by portable sanitation stations. If damage occurs to surrounding site, WD Construction to provide written and photographic evidence to Subcontractor prior to implementing financial penalties.
- h. Provide and install stakes for sanitation stations.
- i. Includes relocating all portable sanitation units as requested by WD Construction. WD Construction reserves the right to relocate the portable sanitation units as needed to facilitate project logistics.

103. Subcontractor includes all labor and material needed for a complete Temporary Fence scope of work per the contract documents, including but not limited to the following:

- a. Installation, relocation, and removal of all temporary fence and gates for duration of the project and as required by WD Construction and Authority having Jurisdiction (AHJ). Includes any additional remobilization needed to adhere to sequencing listed on the attached Exhibit AA date 12/17/2025.
- b. Provide and install all privacy screen for fence for duration of the project.
- c. Includes installation of all marketing and other temporary signage for the project that is to be installed on the temporary site fence.
- d. Temporary fence and sign location and positioning to be provided by WD Construction. Subcontractor will perform relocations as requested and as necessary for the duration of the project.
- e. Temporary Site Fence posts to be pile driven.
- f. ~~Temporary Site Fence~~ gates to be mechanically hinged.
- g. Provide and install all high strength UV resistant sandbags for fence panels requiring stands as necessary.
- h. Includes all maintenance, repairs, and rework regarding the fence. Subcontractor is responsible for protecting their work and replacing it, even if it is damaged by other trades or acts of God.
- i. If the perimeter temp fence fails to meet satisfactory requirements of WD Construction or Authority having Jurisdiction (AHJ), it is to be restored within 1-calendar day. If Subcontractor is unable to restore the fence to working condition within 1-calendar day, WD reserves the right to hire outside labor and back charge Subcontractor for the costs associated.
- j. There is potential for damage to asphalt, hardscape or other finished products caused by the temporary fencing. If damage occurs to surrounding site, WD Construction to provide written and photographic evidence to Subcontractor

prior to implementing financial penalties.

104. Subcontractor includes all labor and material needed for a complete Dust Control scope of work per the contract documents, including but not limited to the following:
 - a. Subcontractor is responsible for required application, Dust Control permit, and renewal, as needed, by Authority having Jurisdiction (AHJ). Any cost implications due to an expired permit will be conveyed back to this Subcontractor.
 - b. Provide and install all Dust Control signage for the site.
 - c. Provide water truck services, including an operator, for dust control prevention and site track out for the duration of the project.
 - d. Contractor to hold subcontractors responsible for watering areas pertaining to their scope's dust control prior to paving. Desert Services to provide supplemental dust control as needed to maintain compliance with Authority having Jurisdiction (AHJ).
 - e. Subcontractor is fully responsible for Dust Control for the project. Subcontractor is aware that all Authority having Jurisdiction (AHJ) can and will perform dust control inspections of the project. Failure of dust control measures can result in fines to WD Construction. If this occurs, any cost implications from the dust control inspections will be conveyed back to this Subcontractor.
105. Subcontractor includes all labor and material needed for a complete Street Sweeping scope of work per the contract documents, including but not limited to the following:
 - a. Provide street sweeping services, including operator, for onsite and offsite sweeping for the duration of the project.
 - b. Subcontractor shall not leave soil on the streets leading to and from the project site; all public roads to be cleaned immediately.
 - c. Subcontractor is fully responsible for Dust Control for the project. Subcontractor is aware that all Authority having Jurisdiction (AHJ) can and will perform dust control inspections of the project. Failure of dust control measures can result in fines to WD Construction. If this occurs, any cost implications from the dust control inspections will be conveyed back to this Subcontractor.
106. Subcontractor understands that this agreement is comprehensive and all-inclusive for the scope of work outlined in this contract. This is a lump sum cost agreement for the entire duration of the project.
107. The costs included in this subcontract agreement are final. Subcontractor will not be able to submit any change orders for the above listed site services, unless one or more of the following conditions occurs:
 - a. Subcontractor will be able to submit change orders for additional costs if the project duration increases beyond contracted duration. The contracted duration of the project is 770-calendar days after the date of commencement. WD Construction will provide the official date of commencement to the subcontractor once it has been executed. Note that weather days increase project duration, as that day was deemed not workable. Weather days do not count as extension of the project duration (770-calendar days).
 - b. Subcontractor will be able to submit change orders for additional costs if WD Construction makes requests for additional scope outside the terms of this agreement.
108. All work sequenced to incorporate the following Phased turnover to ensure each system is operational while other phases are still under construction. See attached Exhibit AA dated 12/17/2025.
109. Minimum Manpower count while completing progress work is:
 - a. 1 - man crew.
110. Subcontractor agrees to provide consistence and steady daily manpower levels for the duration of their scope as needed to maintain project schedule. Subcontractor understands this is essential to meeting the project schedule. Subcontractor agrees to surge manpower with additional people to increase production if requested Contractor.
111. Subcontractor shall provide enough supervision, manpower, equipment, tools, material, etc. to work on multiple sections of the project simultaneously. Activities in one section of the project are not contingent on activities in another section of the project finishing. The schedules for sections of the project are independent of each other.
112. Time is of the essence in this Subcontract. Subcontractor shall be responsible for completing the Work in accordance with the milestone dates established by Contractor. Subcontractor agrees to accelerate its Work due to delays caused by Subcontractor, and acceleration shall include, as necessary, increased equipment and labor, working overtime, and working on Saturdays and/or Sundays.
113. Subcontractors are required to work overtime or extra time (e.g. Saturdays) in order to maintain project schedule due to delays in completion of this Subcontractor's scope of work caused by this Subcontractor or by parties employed/hired by this Subcontractor.

Subcontractors are financially responsible to pay for any make up time worked due to such delays and are responsible for coordinating permit applications with the WD Construction's Superintendent by Thursday of each week that extra hours are to be worked.

114. Subcontractors are required to work on Saturday as a makeup day for any time lost during the work week due to inclement weather, heat, rain, wind, manpower shortages, etc. Subcontractors are financially responsible for any make up time worked on Saturday, including the cost for off hour work permits.

115. Subcontractor recognizes this is a fast-track project and the Project Schedule must be met. Subcontractor is to provide adequate manpower and supervision for their scope of work in order to maintain the project schedule. Subcontractor recognizes there will be concurrent activities on site. Subcontractor is to coordinate schedule with WD Construction.

- i. All services are to be completed within 48 hours of being requested by Contractor and as needed to maintain compliance with Authority having Jurisdiction (AHJ), City of Buckeye, Arizona Department of Environmental Quality, and Contractor's standards.

Alternate Pricing Options.

- b. 40-yard Roll-Off Containers: ADD \$450/per Roll-Off
- c. Labor Rates (Rates including Overhead & Profit)
 - i. Provide general labor rates and site cleaning = \$45/HR

End Exhibit A

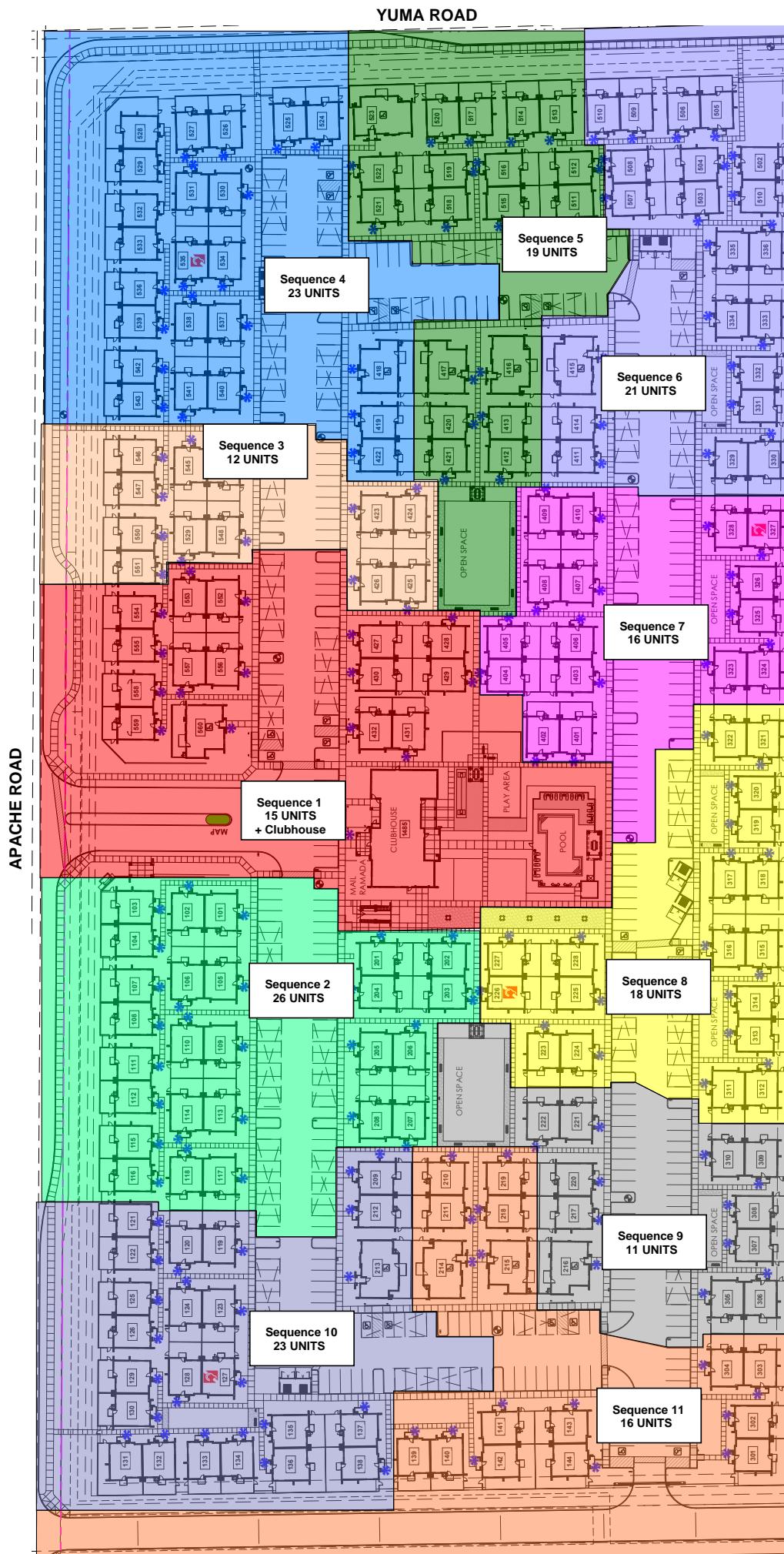


EXHIBIT B: LIST OF DRAWINGS AND SPECIFICATIONS

**Sidney Village
Buckeye, AZ**

ADDENDUMS

Number	Date

ASI's

Number	Date

Architectural Plans by TODD & ASSOCIATES

Plan No.	Title	Stamp Date
ARCHITECTURAL		
	Sidney Village - Site Plan	6/3/2025
A0.1	General Notes & Symbols	6/3/2025
A0.2	Accessibility Notes / Details	6/3/2025
A0.3	ADA Dwelling Unit	6/3/2025
A0.4	Type 'B' Dwelling Unit	6/3/2025
A0.5.1	IECC Compliance Rescheck	6/3/2025
A0.5.2	IECC Compliance Comcheck	6/3/2025
AA0.2.3	Fire Separation & Accessible Route - A	6/3/2025
AA0.2.4	Fire Separation & Accessible Route - B	6/3/2025
AA0.2.5	Fire Separation & Accessible Route - C	6/3/2025
AA0.2.6	Fire Separation & Accessible Route - D	6/3/2025
AA0.4.1	Addressing Site Plan	6/3/2025
AA1.0	Overall Site Plan	6/3/2025
AA1.1a	Enlarged Site Plan - Quadrant A	6/3/2025
AA1.1b	Enlarged Site Plan - Quadrant B	6/3/2025
AA1.1c	Enlarged Site Plan - Quadrant C	6/3/2025
AA1.1d	Enlarged Site Plan - Quadrant D	6/3/2025
AA1.3	Site Details	6/3/2025
AA1.4	Trash Enclosure	6/3/2025
	Sidney Village - Building 1	6/3/2025
AB1.1	Architectural Site Plan	6/3/2025
AB2.0.1	Building Type 1 - Slab Plan	6/3/2025
AB2.1.1	Building Type 1 - Floor Plan	6/3/2025
AB3.1.1	Building Type 1 - Roof Plan	6/3/2025
AB4.1.1	Palette A Building Type 1 - Elevations	6/3/2025
AB4.1.2	Palette B Building Type 1 - Elevations	6/3/2025
AB4.1.3	Palette C Building Type 1 - Elevations	6/3/2025
AB4.2.1	Building Type 1 - Sections	6/3/2025
AB6.1.1	Unit C2A - Floor Plan & Elevations	6/3/2025
	Sidney Village - Building 2	6/3/2025
AC1.1	Architectural Site Plan	6/3/2025
AC2.0.1	Building Type 2 - Slab Plan	6/3/2025
AC2.1.1	Building Type 2 - Floor Plan	6/3/2025
AC3.1.1	Building Type 2 - Roof Plan	6/3/2025
AC4.1.1	Palette A Building Type 2 - Elevations	6/3/2025
AC4.1.2	Palette B Building Type 2 - Elevations	6/3/2025
AC4.1.3	Palette C Building Type 2 - Elevations	6/3/2025
AC4.2.1	Building Type 2 - Sections	6/3/2025
AC6.1.1	Unit D4A - Floor Plan & Elevations	6/3/2025
	Sidney Village - Building 3	6/3/2025
AD1.1	Architectural Site Plan	6/3/2025
AD2.0.1	Building Type 3 - Slab Plan	6/3/2025
AD2.1.1	Building Type 3 - 1st Floor Plan	6/3/2025
AD2.1.2	Building Type 3 - 2nd Floor Plan	6/3/2025
AD2.1.3	Building Type 3 - 3D Views	6/3/2025
AD3.1.1	Building Type 3 - Gable Roof Plan	6/3/2025

Plan No.	Title	Stamp Date
ARCHITECTURAL - Cont.		
AD3.1.2	Building Type 3 - Hip Roof Plan	6/3/2025
AD4.1.1	Palette A Building Type 3 - Gable Roof Elevations	6/3/2025
AD4.1.2	Palette B Building Type 3 - Gable Roof Elevations	6/3/2025
AD4.1.3	Palette C Building Type 3 - Hip Roof Elevations	6/3/2025
AD4.1.4	Palette A Building Type 3 - Hip Roof Elevations	6/3/2025
AD4.2.1	Building Type 3 - Gable Roof Sections	6/3/2025
AD4.2.2	Building Type 3 - Hip Roof Sections	6/3/2025
AD6.1.1	Unit C1 - Floor Plan & Elevations	6/3/2025
AD6.1.2	Unit C1 - Floor Plan & Elevations	6/3/2025
AD6.2.1	Unit D2 - Floor Plan & Elevations	6/3/2025
AD6.2.2	Unit D2 - Floor Plan & Elevations	6/3/2025
	Sidney Village - Building 4	6/3/2025
AE1.1	Architectural Site Plan	6/3/2025
AE2.0.1	Building Type 4 - Slab Plan	6/3/2025
AE2.1.1	Building Type 4 - 1st Floor Plan	6/3/2025
AE2.1.2	Building Type 4 - 2nd Floor Plan	6/3/2025
AE2.1.3	Building Type 4 - 3D Views	6/3/2025
AE3.1.1	Building Type 4 - Gable Roof Plan	6/3/2025
AE3.1.2	Building Type 4 - Hip Roof Plan	6/3/2025
AE4.1.1	Palette A Building Type 4 - Gable Roof Elevations	6/3/2025
AE4.1.2	Palette B Building Type 4 - Gable Roof Elevations	6/3/2025
AE4.1.3	Palette C Building Type 4 - Hip Roof Elevations	6/3/2025
AE4.1.4	Palette A Building Type 4 - Hipe Roof Elevations	6/3/2025
AE4.2.1	Building Type 4 - Gable Roof Sections	6/3/2025
AE4.2.2	Building Type 4 - Hip Roof Sections	6/3/2025
AE6.1.1	Unit C1 - Floor Plan & Elevations	6/3/2025
AE6.1.2	Unit C1 - Floor Plan & Elevations	6/3/2025
AE6.2.1	Unit D1 - Floor Plan & Elevations	6/3/2025
AE6.2.2	Unit D1 - Floor Plan & Elevations	6/3/2025
	Sidney Village - Clubhouse	6/3/2025
AF0.7.1	Occupant Load & Means of Egress	6/3/2025
AF1.1	Architectural Site Plan	6/3/2025
AF2.0.1	Clubhouse - Slab Plan	6/3/2025
AF2.1.1	Clubhouse - Floor Plan	6/3/2025
AF2.1.2	Clubhouse - 3D Views	6/3/2025
AF3.1.1	Clubhouse - Roof Plan	6/3/2025
AF4.1.1	Clubhouse - Exterior Elevations	6/3/2025
AF4.2.1	Clubhouse - Sections	6/3/2025
AF4.2.2	Clubhouse - Sections	6/3/2025
AF5.1.1	Clubhouse - Reflected Ceiling Plan	6/3/2025
AF6.1.1	Clubhouse - Interior Elevations	6/3/2025
	Sidney Village - Bus Shelter & Ramadas	6/3/2025
AG1.1	Architectural Site Plan	6/3/2025
AG2.1.1	Bus Shelter - Plans & Elevations	6/3/2025
AG2.1.2	Mail Ramada - Plans & Elevations	6/3/2025
AG2.1.3	Pool Ramada - Plans & Elevations	6/3/2025
AG2.1.4	Play Ramada - Plans & Elevations	6/3/2025
AX.3.1	Roof Details	6/3/2025
AX3.2	Roof Details	6/3/2025
AX.6.1	Unit Closet Details	6/3/2025
AX7.1	Stair Details	6/3/2025
AX7.2	Enlarged Stair # - Plan	6/3/2025
AX.8.1	Door Schedule (Unit)	6/3/2025
AX.8.2	Door Schedule (Common)	6/3/2025
AX.8.3	Door Details	6/3/2025
AX.8.4	Window Schedule	6/3/2025
AX.8.5	Window Details	6/3/2025
AX.8.6	Window Details	6/3/2025
AX.8.7	Storefront Elevations & Schedule	6/3/2025
AX.8.8	Storefront Details	6/3/2025
AX.8.9	Storefront Details	6/3/2025
AX.9.1	Wall Types - Exterior	6/3/2025
AX.9.2	Wall Types - Interior	6/3/2025

Plan No.	Title	Stamp Date
ARCHITECTURAL - Cont.		
AX.9.4	Fire Rated Assembly Details	6/3/2025
AX.9.5	Penetrations	6/3/2025
AX.10.0	Foundation Details	6/3/2025
AX.10.1	Architectural Details	6/3/2025
AX.10.2	Architectural Details	6/3/2025
AX.10.3	Architectural Details	6/3/2025
AX.10.4	Architectural Details	6/3/2025
AX.11.1	Moveable Kitchen Table	6/3/2025
AX11.2	Moveable Kitchen Table Accessible	6/3/2025

Interior Plans by BKV GROUP

Plan No.	Title	Stamp Date
INTERIORS		
IG100	Cover Sheet	5/30/2025
IG101	Symbols & Abbreviations	5/30/2025
I050	Interior Finish Schedules	5/30/2025
I051	Material ID Schedule	5/30/2025
I052	Material ID Schedule	5/30/2025
I201	Level 1 Finish Plan	5/30/2025
I301	Level 1 Reflected Ceiling Plan	5/30/2025
I401	Level 1 Furniture Plan	5/30/2025
I801	Interior Elevations - Public Spaces	5/30/2025
I802	Interior Elevations - Public Spaces	5/30/2025
I821	Interior Space Details	5/30/2025
I822	Interior Details - Millwork	5/30/2025
I823	Interior Details - Millwork	5/30/2025

Civil Plans by ATWELL

Plan No.	Title	Stamp Date
CIVIL (Onsite)		
01 of 19	Cover Sheet Grading & Drainage	3/28/2025
02 of 19	Notes and Details	3/28/2025
03 of 19	Details	3/28/2025
04 of 19	Typical Building Grading Details	3/28/2025
05 of 19	Grading Sections	3/28/2025
06 of 19	Grading and Drainage Plans	3/28/2025
07 of 19	Grading and Drainage Plans	3/28/2025
08 of 19	Grading and Drainage Plans	3/28/2025
09 of 19	Grading and Drainage Plans	3/28/2025
10 of 19	Grading and Drainage Plans	3/28/2025
11 of 19	Grading and Drainage Plans	3/28/2025
12 of 19	Grading and Drainage Plans	3/28/2025
13 of 19	Grading and Drainage Plans	3/28/2025
14 of 19	Storm Drain Plans	3/28/2025
15 of 19	Storm Drain Plans	3/28/2025
16 of 19	Storm Drain Plans	3/28/2025
17 or 19	Storm Drain Plans	3/28/2025
18 of 19	Storm Drain Plans	3/28/2025
19 of 19	Storm Drain Plans	3/28/2025

Civil Plans by ATWELL

Plan No.	Title	Stamp Date
CIVIL (Offsite)		
01 of 14	Cover Sheet Offsite Paving Plans	3/28/2025
02 of 14	Offsite Paving Plans Notes & Details	3/28/2025
03 of 14	Offsite Paving Plans Apache Rd Sta 0 to 5+80	3/28/2025
04 of 14	Offsite Paving Plans Profile Apache Rd Sta 0+00 to 5+80	3/28/2025
05 of 14	Offsite Paving Plans Apache Rd Sta 5+80 to 10+00	3/28/2025
06 of 14	Offsite Paving Plans Profile Apache Rd Sta 5+80 to 10+00	3/28/2025
07 of 14	Offsite Paving Plans Apache Rd Sta 10+00 to End	3/28/2025

Plan No.	Title	Stamp Date
CIVIL (Offsite) - Cont.		
08 of 14	Offsite Paving Plans Profile Apache Rd Sta 10+00 to End	3/28/2025
09 of 14	Offsite Paving Plans Yuma Rd Sta 0+00 to 3+60	3/28/2025
10 of 14	Offsite Paving Plans Yuma Rd Sta 3+60 to End	3/28/2025
11 of 14	Offsite Paving Plans Signing & Striping	3/28/2025
12 of 14	Offsite Paving Plans Signing & Striping	3/28/2025
13 of 14	Offsite Paving Plans Signing & Striping	3/28/2025
14 of 14	Offsite Paving Plans Signing & Striping	3/28/2025

Civil Plans by ATWELL

Plan No.	Title	Stamp Date
CIVIL (Onsite Utility Plan)		
01 of 13	Cover Sheet Utility Plan	3/28/2025
02 of 13	Utility Plans	3/28/2025
03 of 13	Utility Plan	3/28/2025
04 of 13	Utility Plan	3/28/2025
05 of 13	Utility Plan	3/28/2025
06 of 13	Utility Plan	3/28/2025
07 of 13	Utility Plan	3/28/2025
08 of 13	Utility Plan	3/28/2025
09 of 13	Road A Sewer Profile	3/28/2025
10 of 13	Road B Sewer Profile	3/28/2025
11 of 13	Road C Sewer Profile	3/28/2025
12 of 13	Road D Sewer Profile	3/28/2025
13 of 13	Utility Crossings	3/28/2025

Civil Plans by ATWELL

Plan No.	Title	Stamp Date
CIVIL (Offsite Utility Plan)		
01 of 04	Cover Sheet Utility Plan	3/28/2025
02 of 04	Offsite Sewer Plan	3/28/2025
03 of 04	Offsite Sewer Plans Sta 4+50 to 9+50	3/28/2025
04 of 14	Offsite Sewer Plans Sta 9+50 to End	3/28/2025

Civil Plans by ATWELL

Plan No.	Title	Stamp Date
CIVIL (Storm Water Management Plans)		
01 of 03	Cover Sheet	3/28/2025
02 of 03	Storm Water Pollution Prevention	3/28/2025
03 of 03	Storm Water Pollution Prevention Details	3/28/2025

Landscape Plans by TODD & ASSOCIATES

Plan No.	Title	Stamp Date
LANDSCAPE		
L0.1	Cover Sheet - Landscape Plans	3/28/2025
L0.2	Landscape Schedule + Notes	3/28/2025
L0.3	Schedules and Maintenance	3/28/2025
L1.0	Overall Hardscape Plan	6/2/2025
L1.1	Hardscape Plan	6/2/2025
L1.2	Hardscape Plan	6/2/2025
L1.3	Hardscape Plan	6/2/2025
L1.4	Hardscape Plan	6/2/2025
L1.5	Hardscape Plan	6/2/2025
L1.6	Hardscape Plan	6/2/2025
L2.0	Hardscape Details	6/2/2025
L3.0	Wall Plan	6/2/2025
L4.0	Wall Details	6/2/2025
L5.0	Overall Landscape Plan	3/28/2025
L5.1	Landscape Plan	3/28/2025
L5.2	Landscape Plan	3/28/2025

Plan No.	Title	Stamp Date
LANDSCAPE - Cont.		
L5.3	Landscape Plan	3/28/2025
L5.4	Landscape Plan	3/28/2025
L5.5	Landscape Plan	3/28/2025
L5.6	Landscape Plan	3/28/2025
L6.0	Landscape Details	3/28/2025
L7.0	Mainline Irrigation Plan	3/28/2025
L7.1	Irrigation Plan	3/28/2025
L7.2	Irrigation Plan	3/28/2025
L7.3	Irrigation Plan	3/28/2025
L7.4	Irrigation Plan	3/28/2025
L7.5	Irrigation Plan	3/28/2025
L7.6	Irrigation Plan	3/28/2025
L8.0	Irrigation Details	3/28/2025

Structural Plans by ENNOVATIVE

Plan No.	Title	Stamp Date
STRUCTURAL		
SA1.0	Landscape General Structural	5/30/2025
SA1.1	Landscape Special Inspection	5/30/2025
SA1.2	Landscape Typical Details	5/30/2025
SA3.0	Landscape Landscape Details	5/30/2025
SB1.0	Building Type 1 - General Structural Notes	5/30/2025
SB1.1	Building Type 1 Special Inspection	5/30/2025
SB1.2	Building Type 1 Typical Details	5/30/2025
SB1.3	Building Type 1 Typical Details	5/30/2025
SB1..4	Building Type 1 Typical Details	5/30/2025
SB2.0	Building Type 1 Post Tension Slab Plan	5/30/2025
SB2.1	Building Type 1 Foundation Plan	5/30/2025
SB2.2	Building Type 1 Roof Framing Plan	5/30/2025
SB3.0	Building Type 1 Foundation Details	5/30/2025
SB5.0	Building Type 1 Roof Framing Details	5/30/2025
SC1.0	Buildign Type 2 General Structural Notes	5/30/2025
SC1.1	Building Type 2 Special Inspections	5/30/2025
SC1.2	Building Type 2 Typical Details	5/30/2025
SC1.3	Building Type 2 Typical Details	5/30/2025
SC1.4	Building Type 2 Typical Details	5/30/2025
SC2.0	Building Type 2 Post Tension Slab Plan	5/30/2025
SC2.1	Building Type 2 Foundation Plan	5/30/2025
SC2.2	Building Type 2 Roof Framing Plan	5/30/2025
SC3.0	Building Type 2 Foundation Plan	5/30/2025
SC5.0	Building Type 2 Roof Framing Details	5/30/2025
SD1.0	Building Type 3 General Structural Notes	5/30/2025
SD1.1	Building Type 3 Special Inspection	5/30/2025
SD1.2	Building Type 3 Typical Details	5/30/2025
SD1.3	Building Type 3 Typical Details	5/30/2025
SD1.4	Building Type 3 Typical Details	5/30/2025
SD2.0	Building Type 3 Post Tension Slab Plan	5/30/2025
SD2.1	Building Type 3 Foundation Plan	5/30/2025
SD2.2	Building Type 3 Second Floor Framing Plan	5/30/2025
SD2.3	Building Type 3 Roof Framing Plan	5/30/2025
SD2.4	Building Type 3 Roof Framing Plan (HIP Roof Option)	5/30/2025
SD3.0	Building Type 3 Foundation Details	5/30/2025
SD4.0	Building Type 3 Floor Framing Details	5/30/2025
SD5.0	Building Type 3 Roof Framing Details	5/30/2025
SE1.0	Building Type 4 General Structural Notes	5/30/2025
SE1.1	Building Type 4 Special Inspection	5/30/2025
SE1.2	Building Type 4 Typical Details	5/30/2025
SE1.3	Building Type 4 Typical Details	5/30/2025
SE1.4	Building Type 4 Typical Details	5/30/2025
SE2.0	Building Type 4 Post Tension Slab Plan	5/30/2025
SE2.1	Building Type 4 Foundation Plan	5/30/2025
SE2.2	Building Type 4 Second Floor Framing Plan	5/30/2025

Plan No.	Title	Stamp Date
STRUCTURAL - Cont.		
SE2.3	Building Type 4 Roof Framing Plan	5/30/2025
SE2.4	Building Type 4 Roof Framing Plan (Hip Roof Option)	5/30/2025
SE3.0	Building Type 4 Foundation Details	5/30/2025
SE4.0	Building Type 4 Floor Framing Details	5/30/2025
SE5.0	Building Type 4 Roof Framing Details	5/30/2025
SF1.0	Clubhouse General Structural Notes	5/30/2025
SF1.1	Clubhouse Special Inspection	5/30/2025
SF1.2	Clubhouse Typical Details	5/30/2025
SF1.3	Clubhouse Typical Details	5/30/2025
SF1.4	Clubhouse Typical Details	5/30/2025
SF2.0	Clubhouse Post Tension Slab Plan	5/30/2025
SF2.1	Clubhouse Foundation Plan	5/30/2025
SF2.2	Clubhouse Roof Framing Plan	5/30/2025
SF3.0	Clubhouse Foundation Details	5/30/2025
SF5.0	Clubhouse Roof Framing Details	5/30/2025
SF6.0	Clubhouse Landscape Details	5/30/2025
SG1.0	Bus Shelter & Ramada General Structural	5/30/2025
SG1.1	Bus Shelter & Ramada Special Inspection	5/30/2025
SG1.2	Bus Shelter & Ramada Typical Details	5/30/2025
SG2.0	Bus Shelter & Ramada Foundation Plan and Roof Framing Plan	5/30/2025
SG2.1	Bus Shelter & Ramada Foundation Plan and Roof Framing Plan	5/30/2025
SG2.2	Bus Shelter & Ramada Foundation Plan and Roof Framing Plan	5/30/2025
SG3.0	Bus Shelter & Ramada Foundation Details	5/30/2025
SG5.0	Bus Shelter & Ramada Roof Framing Details	5/30/2025

Electrical Plans by HAWKINS DESIGN GROUP

Plan No.	Title	Stamp Date
ELECTRICAL		
EA0.0	Electrical Symbols and Specifications	5/30/2025
EA0.1	Electrical Notes and Schedules	5/30/2025
EA0.1	Electrical Notes and Schedules	5/30/2025
EA1.0	Electrical Site Utility Plan	5/30/2025
EA1.1	Electrical Site Telecommunications Plan	5/30/2025
EA1.3	Electrical Site Lighting Plan	5/30/2025
EA1.4	Electrical Site Photometrics Plan	5/30/2025
EA4.0	Electrical Panel Schedules	5/30/2025
EA4.1	Electrical Panel Schedules	5/30/2025
EA5.0	Electrical One Line Diagram	5/30/2025
EA5.1	Electrical One Line Diagram	5/30/2025
EA6.0	Electrical One Line Diagram Calculations	5/30/2025
EA6.1	Electrical One Line Diagram Notes	5/30/2025
EB0.0	Electrical Symbols and Specifications	5/30/2025
EB0.1	Electrical Notes and Schedules	5/30/2025
EB0.1	Electrical Notes and Schedules	5/30/2025
EB1.0	Electrical Site Utility Plan	5/30/2025
EB1.1	Electrical Site Telecommunications Plan	5/30/2025
EB1.3	Electrical Site Lighting Plan	5/30/2025
EB3.0	Electrical Plan - Unit C2A	5/30/2025
EB4.0	Electrical Panel Schedules	5/30/2025
EB4.1	Electrical Panel Schedules	5/30/2025
EB5.0	Electrical One Line Diagram	5/30/2025
EB5.1	Electrical One Line Diagram	5/30/2025
EB6.0	Electrical One Line Diagram Calculations	5/30/2025
EB6.1	Electrical One Line Diagram Notes	5/30/2025
EC0.0	Electrical Symbols and Specifications	5/30/2025
EC0.1	Electrical Notes and Schedules	5/30/2025
EC0.1	Electrical Notes and Schedules	5/30/2025
EC1.0	Electrical Site Utility Plan	5/30/2025
EC1.1	Electrical Site Telecommunications Plan	5/30/2025
EC1.3	Electrical Site Lighting Plan	5/30/2025
EC3.0	Electrical Plan - Unit D4A	5/30/2025
EC4.0	Electrical Panel Schedules	5/30/2025

Plan No.	Title	Stamp Date
ELECTRICAL - Cont.		
EC4.1	Electrical Panel Schedules	5/30/2025
EC5.0	Electrical One Line Diagram	5/30/2025
EC5.1	Electrical One Line Diagram	5/30/2025
EC6.0	Electrical One Line Diagram Calculations	5/30/2025
EC6.1	Electrical One Line Diagram Notes	5/30/2025
ED0.0	Electrical Symbols and Secifications	5/30/2025
ED0.1	Electrical Notes and Schedules	5/30/2025
ED0.1	Electrical Notes and Schedules	5/30/2025
ED1.0	Electrical Site Utility Plan	5/30/2025
ED1.1	Electrical Site Telecommunicatinos Plan	5/30/2025
ED1.3	Electrical Site Lighting Plan	5/30/2025
ED3.0	Electrical Plan - Unit C-1	5/30/2025
ED3.1	Electrical Plan - Unit D-2	5/30/2025
ED4.0	Electrical Panel Schedules	5/30/2025
ED4.1	Electrical Panel Schedules	5/30/2025
ED5.0	Electrical One Line Diagram	5/30/2025
ED5.1	Electrical One Line Diagram	5/30/2025
ED6.0	Electrical One Line Diagram Calculations	5/30/2025
ED6.1	Electrical One Line Diagram Notes	5/30/2025
EE0.0	Electrical Symbols and Secifications	5/30/2025
EE0.1	Electrical Notes and Schedules	5/30/2025
EE0.1	Electrical Notes and Schedules	5/30/2025
EE1.0	Electrical Site Utility Plan	5/30/2025
EE1.1	Electrical Site Telecommunications Plan	5/30/2025
EE1.3	Electrical Site Lighting Plan	5/30/2025
EE3.0	Electrical Plan - Unit C-1	5/30/2025
EE3.1	Electrical Plan - Unit D-1	5/30/2025
EE4.0	Electrical Panel Schedules	5/30/2025
EE4.1	Electrical Panel Schedules	5/30/2025
EE5.0	Electrical One Line Diagram	5/30/2025
EE5.1	Electrical One Line Diagram	5/30/2025
EE6.0	Electrical One Line Diagram Calculations	5/30/2025
EE6.1	Electrical One Line Diagram Notes	5/30/2025
EF0.0	Electrical Symbols and Secifications	5/30/2025
EF0.1	Electrical Notes and Schedules	5/30/2025
EF0.1	Electrical Notes and Schedules	5/30/2025
EF1.0	Electrical Site Utility Plan	5/30/2025
EF1.1	Electrical Site Telecommunications Plan	5/30/2025
EF1.3	Electrical Site Lighting Plan	5/30/2025
EF2.0	Electrical Clubhouse Power Plan	5/30/2025
EF2.1	Electrical Clubhouse Lighting Plan	5/30/2025
EF2.2	Electrical Pool Plan	5/30/2025
EF4.0	Electrical Panel Schedules	5/30/2025
EF4.1	Electrical Panel Schedules	5/30/2025
EF5.0	Electrical One Line Diagram	5/30/2025
EF5.1	Electrical One Line Diagram	5/30/2025
EF6.0	Electrical One Line Diagram Calculations	5/30/2025
EF6.1	Electrical One Line Diagram Notes	5/30/2025
EG0.0	Electrical Symbols and Secifications	5/30/2025
EG0.1	Electrical Notes and Schedules	5/30/2025
EG0.1	Electrical Notes and Schedules	5/30/2025
EG1.0	Electrical Site Utility Plan	5/30/2025
EG1.1	Electrical Site Telecommunications Plan	5/30/2025
EG1.3	Electrical Site Lighting Plan	5/30/2025
EG2.3	Electrical Power and Lighting Plan	5/30/2025
EG4.0	Electrical Panel Schedules	5/30/2025
EG4.1	Electrical Panel Schedules	5/30/2025
EG5.0	Electrical One Line Diagram	5/30/2025
EG5.1	Electrical One Line Diagram	5/30/2025
EG6.0	Electrical One Line Diagram Calculations	5/30/2025
EG6.1	Electrical One Line Diagram Notes	5/30/2025

Mechanical plans by NP MECHANICAL, INC

Plan No.	Title	Stamp Date
MECHANICAL		
MB0.1	Building Type 1 Mechanical Notes & Schedules	6/2/2025
MB2.1	Building Type 1 Mechanical Plan	6/2/2025
MB3.1	Building Type 1 Mechanical Details	6/2/2025
MC0.1	Building Type 2 Mechanical Notes & Schedules	6/2/2025
MC2.1	Building Type 2 Mechanical Plan	6/2/2025
MC3.1	Building Type 2 Mechanical Details	6/2/2025
MD0.1	Building Type 3 Mechanical Notes & Schedules	6/2/2025
MD2.1	Building Type 3 Mechanical Plan	6/2/2025
MD3.1	Building Type 3 Mechanical Details	6/2/2025
ME0.1	Building Type 4 Mechanical Notes & Schedules	6/2/2025
ME2.1	Building Type 4 Mechanical Plan	6/2/2025
ME3.1	Building Type 4 Mechanical Details	6/2/2025
MF0.1	Clubhouse Mechanical Notes & Schedules	6/2/2025
Plan No. Title Stamp Date		
MECHANICAL - Cont.		
MF2.1	Clubhouse Clubhouse Mechanical Plan	6/2/2025
MF3.1	Clubhouse Mechanical Details	6/2/2025

Plumbing plans by NP MECHANICAL, INC

Plan No.	Title	Stamp Date
PLUMBING		
PA1.1	Clubhouse Bldg. Waste Plan	6/2/2025
PA2.1	Clubhouse Bldg. Water Plan	6/2/2025
PA3.1	Plumbing Schematics	6/2/2025
PA4.1	Plumbing Schematics	6/2/2025
PA5.1	Plumbing Notes, Details and Schedules	6/2/2025
PB1.1	Building Type 1 Waste Plan	6/2/2025
PB2.1	Building Type 1 Water Plan	6/2/2025
PB3.1	Plumbing Schematics	6/2/2025
PB4.1	Plumbing Notes, Details and Schedules	6/2/2025
PC1.1	Building Type 2 Waste Plan	6/2/2025
PC2.1	Building Type 2 Water Plan	6/2/2025
PC3.1	Plumbing Schematics	6/2/2025
PC4.1	Plumbing Notes, Details and Schedules	6/2/2025
PD1.1	Building Type 3 Waste Plan	6/2/2025
PD2.1	Building Type 3 Water Plan	6/2/2025
PD3.1	Plumbing Schematics	6/2/2025
PD4.1	Plumbing Notes, Details and Schedules	6/2/2025
PE1.1	Building Type 4 Waste Plan	6/2/2025
PE2.1	Building Type 4 Water Plan	6/2/2025
PE3.1	Plumbing Schematics	6/2/2025
PE4.1	Plumbing Notes, Details and Schedules	6/2/2025

Fire Protection Plans by PYRO TECH DESIGN

Plan No.	Title	Stamp Date
FIRE PROTECTION		
FPB1.1	Fire Sprinkler Site Plan	5/30/2025
FPB2.1	Fire Sprinkler Plan	5/30/2025
FPC1.1	Fire Sprinkler Site Plan	5/30/2025
FPC2.1	Fire Sprinkler Plan	5/30/2025
FPD1.1	Fire Sprinkler Site Plan	5/30/2025
FPD2.1	Fire Sprinkler Plan	5/30/2025
FPE1.1	Fire Sprinkler Site Plan	5/30/2025
FPE2.1	Fire Sprinkler Plan	5/30/2025
FPF1.1	Fire Sprinkler Site Plan	5/30/2025
FPF2.1	Clubhouse Fire Sprinkler Plan	5/30/2025

06/19/2025

75% PV Electrical Plans for Sidney Village by HAWKINS DESIGN GROUP

Plan No.	Title	Stamp Date
PV ELECTRICAL PLANS		
PV-1.0	Cover	
PV-1.1	Enlarged Site Plan	
PV-2.0	Details	
PV-3.0	Electrical 1-Line Diagram	
PV-3.1	1-Line Diagram Continued	
PV-4.0	Electrical 3-Line Diagram	
PV-4.1	3-Line Diagram Continued	
PV-5.0	DC Array Diagram	
PV-6.0	Equipment Placards	
PV-7.0	Cutsheets	
PV-8.0	Monitoring System	

Telecommunications by IPS - Pending

Plan No.	Title	Stamp Date
Telecommunications		
T000	Cover Sheet	5/9/2025
T100	Site Plan	5/9/2025
T101	Clubhouse and Amenity Plan	5/9/2025
T102	Access Control Riser, One Line and Schedule	5/9/2025
T103	Door Elevations	5/9/2025
T104	Camera Schedule and One Line	5/9/2025
T105	Structured Cabling Riser	5/9/2025
T106	Server Room Elevations	5/9/2025
T107	Pool Gate Elevations	5/9/2025

SPECIFICATIONS	Title	Date
	Project Manual by TODD & ASSOCIATES	6/3/2025

SOILS REPORT BY	Date
Speedie and Associates	6/11/2025

EXHIBIT C

1. The Subcontractor agrees that no labor dispute of any kind involving its employees or agents shall be permitted to occur or be manifested on the Project, and the Subcontractor agrees to only employ persons who will work at all times in harmony with other persons employed on the Project.
2. The Subcontractor agrees that its employees shall not participate in or accede to any work stoppage, slow down or any type of interference with the performance of the Work.
3. Should there be a work stoppage, slow down or any type of interference with the performance of Work involving the Subcontractor or its employees resulting from a labor dispute, and which in the judgment of Contractor will cause, or threatens to cause, delay in the progress of the Project, then upon twenty-four (24) hours written notice, Contractor shall have the right to declare the Subcontractor in default under this Subcontract, take over this Subcontract, and take such steps as are necessary to finish the uncompleted portion of the Work. In such event, Contractor shall have the right to take possession of and use all of the Subcontractor's materials (exclusive of tools) intended for use on the Work. The cost of completion, including all expenses, and attorneys' fees shall be charged against the Subcontractor. If the cost of completion exceeds amounts otherwise due the Subcontractor, Subcontractor agrees to pay Contractor such excess within thirty (30) calendar days after written demand.
4. Should the Subcontractor become involved in a labor dispute resulting in a work stoppage, slow down, or any type of interference with progress of Project which results in an increase in interest charges and/or other costs to Owner or the Contractor, Subcontractor shall be liable for said increased costs.
5. Harmony clause provisions similar to the foregoing shall be included in any subcontract issued by the Subcontractor to a third party performing any portion of the Work on behalf of Subcontractor.

EXHIBIT D

Date: 12/18/2025
Job Number: 456412
Job Name: SIDNEY VILLAGE
Amount: \$485,760.00

Subcontractor: DESERT SERVICES, LLC
Address: 950 E GILBERT DR
Phone:
Fax:

WD Use Only [dsa-exd-pm]

PM Approval: _____ Date: _____
WD Vendor #: DES0023

LIST ALL MATERIAL SUPPLIERS, SUBCONTRACTORS, AND/OR INDEPENDENT CONTRACTORS YOU WILL BE USING ON THIS PROJECT. IF THERE ARE MORE THAN 6, ATTACH A PDF LISTING BY CLICKING BELOW ABOVE THE SIGNATURE LINE. IF YOU ARE NOT USING ANY SUPPLIERS/SUBCONTRACTORS/INDEPENDENT CONTRACTORS, YOU MUST ENTER "NONE" IN THE NAME ON THE FIRST ITEM, AND 0.00 AS THE VALUE. IN ALL OTHER CASES, NAMES, DESCRIPTIONS OF WORK, AND VALUES MUST BE ENTERED. **YOU ARE REQUIRED TO UTILIZE WRITTEN AGREEMENTS WITH ALL OF YOUR SUPPLIERS/SUBCONTRACTORS/INDEPENDENT CONTRACTORS, AND YOU SHALL BE REQUIRED TO PROVIDE A COPY OF THOSE AGREEMENTS UPON REQUEST OF CONTRACTOR.**

<u>Supplier/Subcontractor/Independent Contractor 1:</u> [dsa-exd-grid1] Name: (NONE if no suppliers) Address: Phone: Description of Work: Value (\$): (0.00 if no suppliers)	<u>Supplier/Subcontractor/Independent Contractor 2:</u> [dsa-exd-grid2] Name: Address: Phone: Description of Work: Value (\$):
<u>Supplier/Subcontractor/Independent Contractor 3:</u> [dsa-exd-grid3] Name: Address: Phone: Description of Work: Value (\$):	<u>Supplier/Subcontractor 4/Independent Contractor:</u> [dsa-exd-grid4] Name: Address: Phone: Description of Work: Value (\$):
<u>Supplier/Subcontractor/Independent Contractor 5:</u> [dsa-exd-grid5] Name: Address: Phone: Description of Work: Value (\$):	<u>Supplier/Subcontractor/Independent Contractor 6:</u> [dsa-exd-grid6] Name: Address: Phone: Description of Work: Value (\$):

If there are **more than 6** Suppliers/Subcontractors/Independent Contractors, attached PDF file by clicking here: _____ [dsa-exd-attach]

NO PAYMENT CAN BE MADE ON THIS SUBCONTRACT UNTIL THIS EXHIBIT D IS ACCURATELY FURNISHED TO CONTRACTOR AND SIGNED BY SUBCONTRACTOR. FURTHER, THE SUBCONTRACTOR SHALL NOTIFY CONTRACTOR IN WRITING WITHIN 7 CALENDAR DAYS OF ANY REVISIONS TO THIS LIST.

SUBCONTRACTOR ALSO IS REQUIRED TO PROVIDE CONTRACTOR WITH ADVANCED WRITTEN NOTICE OF ANY INDEPENDENT CONTRACTOR THAT PERFORMS A PORTION OF WORK FOR SUBCONTRACTOR OR ANY OF ITS SUPPLIERS, SUBCONTRACTORS, OR INDEPENDENT CONTRACTORS, AND WITHIN FORTH-EIGHT (48) HOURS OF CONTRACTOR'S REQUEST, SUBCONTRACTOR SHALL PROVIDE EVIDENCE SHOWING EACH INDEPENDENT CONTRACTOR QUALIFIES AS SUCH UNDER FEDERAL LAW AND THE LAW OF THE STATE WHEREIN THE PROJECT IS LOCATED.

Signature of Subcontractor
[dsa-exd-sub]

EXHIBIT E

Subcontractors, Vendors, and Consultants shall, at their own cost and expense, utilize the **Textura-CPM™** payment management system ("Textura-CPM™") for submitting documents necessary for release of payment (including payment applications, waivers, and sworn statements) from Contractor. Subcontractors, Vendors, and Consultants also shall require their subcontractors, suppliers, and consultants to utilize and pay for Textura-CPM™. The amount requested in each payment application shall be based on the percentage complete of the work items listed in the attached Schedule of Values.

CLAIMS FOR EXTRA PAYMENT: WITHIN THREE (3) CALENDAR DAYS OF YOUR COMPANY SUBMITTING A PAYMENT APPLICATION IN TEXTURA-CPM™, YOU ARE REQUIRED TO SEND CONTRACTOR'S PROJECT MANAGER WRITTEN NOTICE OF (1) ANY REQUEST FOR PROPOSAL BREAKDOWN, PER EXHIBIT G, THAT HAS NOT BEEN APPROVED BY CONTRACTOR'S PROJECT MANAGER, (2) ANY APPROVED OUTSTANDING CLAIMS FOR COMPENSATION THAT EXCEED THE "SCHEDULED VALUE" LISTED IN THE PAYMENT APPLICATION SUBMITTED ON TEXTURA-CPM™, AND (3) THE VALUE OF THE FOREGOING ITEMS. FAILURE TO PROVIDE SUCH NOTICE WILL RESULT IN YOUR COMPANY WAIVING ALL RIGHT TO PAYMENT ON THE FOREGOING ITEMS. PROVIDING THE WRITTEN NOTICE WILL NOT WAIVE THE REQUIREMENT THAT YOUR COMPANY OBTAIN THE PROJECT MANAGER'S WRITTEN PERMISSION BEFORE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT TO THE PROJECT BEYOND WHAT IS REQUIRED BY YOUR CONTRACT WITH CONTRACTOR. FURTHER, IF YOUR WRITTEN NOTICE IDENTIFIES EXTRA WORK PERFORMED BY YOUR COMPANY, THEN THE NOTICE SHOULD INCLUDE (1) ANY PO NUMBER GIVEN TO YOUR COMPANY RELATED TO THE EXTRA WORK, (2) WHEN THE EXTRA WORK WAS COMPLETED, AND (3) A COPY OF THE PROJECT MANAGER'S WRITTEN PERMISSION FOR THE EXTRA WORK.

ALL REQUESTS FOR PAYMENT MUST BE RECEIVED BY TEXTURA-CPM™ BEFORE THE 20th DAY OF EACH MONTH.

For assistance of questions on Textura, please go to www.texturacorp.com or call Textura's help line at 866-839-8872.

Schedule of Values

Code #	Description of Work	Contract Value
01075S	TEMP SANITARY FACILITIES	\$102,000.00
01204S	TEMP FENCE	\$108,710.00
01205S	TEMP FENCE MAINTENANCE	\$35,000.00
02101S	DUST CONTROL	\$84,700.00
02210S	SWPPP	\$138,778.00
02211S	SWPPP - OFFSITE	\$12,314.00
02212S	SWPPP - SANITARY	\$4,258.00
	*** TOTAL ***	\$485,760.00

EXHIBIT F

Unless determined ineligible, Subcontractor is required to enroll in a Contractor Controlled Insurance Program (“CCIP”) that has been secured for the Project. Applicable terms and conditions of the CCIP, and Subcontractor’s obligations with respect thereto, are detailed in the attached Commercial General Liability Insurance Wrap Manual (“Wrap Manual”). Subcontractor will be solely responsible for any deductible that needs to be paid under the CCIP.

If Subcontractor is ineligible to enroll in the CCIP, then the obligations under Sections I(3) and I(4) herein shall extend to exposures arising **at** the Project Site, and the coverage specified in Section I(3) shall be provided on a “per project” basis.

I. INSURANCE REQUIREMENTS ADDITIONAL TO CCIP

Subcontractor shall provide and maintain insurance of the type and in limits as set forth below. Such insurance shall be in a form and from issuing companies acceptable to Contractor. The issuing companies must have an A.M. Best’s rating of A-, VIII or better.

(1) Automobile Liability. Insurance covering “any auto” or all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than that of a standard Insurance Services Office (ISO) Business Auto Coverage policy with limits not less than listed below. Contractual Liability, if not provided in the policy form, is to be provided by endorsement.

\$ 1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage.

(2) Workers’ Compensation. Workers’ Compensation insurance providing coverage in compliance with the laws of the state in which any part of the Work is to be performed, and Employer’s Liability (Coverage B) insurance in the minimum amounts specified below. In the event state law does not mandate Subcontractor to maintain Worker’s Compensation insurance or Employer’s Liability insurance, Subcontractor shall nonetheless maintain both of them in amounts deemed acceptable to Contractor.

\$ 1,000,000 each occurrence – Each Accident for Bodily Injury

\$ 1,000,000 each occurrence – Policy limit for Bodily Injury by disease

\$ 1,000,000 each occurrence – Each Employee for Bodily Injury by disease.

If the Subcontractor leases one or more employees through the use of a payroll, employee management, or other similar company, then the Subcontractor must procure workers’ compensation insurance written on an “if any” policy form, including an endorsement providing coverage for alternate employer/leased employee liability, with said endorsement listing Contractor and Owner as the alternate employer and being provided to the Contractor before any such employee performs work at the Project. Such insurance shall be in addition to the workers’ compensation coverage provided to the leased employee by the payroll, employee management, or other similar company.

(3) Commercial General Liability. Evidence of liability insurance for premises and operations exposures of Subcontractor **away from the Project Site** (off-site) shall be provided by Subcontractor. This coverage shall be provided in a form equivalent to the Standard Insurance Service Office Commercial General Liability Insurance policy (occurrence form) including products liability for any product manufactured, assembled or otherwise worked upon **away from the Project Site**.

\$ 1,000,000 Each Occurrence

\$ 2,000,000 General Aggregate

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

(4) Excess Liability

\$ 5,000,000 Each Occurrence
\$ 5,000,000 General Aggregate

Evidence of Excess Liability insurance excess of the primary Commercial General Liability and Employer's Liability exposures of Subcontractor **away from the Project Site** (off-site) shall be provided by Subcontractor. Such Excess shall be primary and non-contributory to any other excess insurance maintained by the Additional Insureds listed in this exhibit, and it shall follow the form of Subcontractor's Commercial General Liability insurance.

(5) Environmental and Asbestos Abatement Liability. If Subcontractor's Work involves earthwork, excavation, the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, Subcontractor shall be required to provide Pollution Liability insurance coverage, with limits not less than **\$4,000,000** per claim basis, for such exposures subject to requirements and approval of Contractor. The Additional Insureds listed in this exhibit must be named as additional insureds under Subcontractor's Pollution Liability insurance.

(6) Professional Liability - Errors & Omissions. If Subcontractor's work involves a design or design build component where professional services are provided or contracted for in this Subcontract, Professional Liability insurance as described in this paragraph is required and must be maintained by any involved architects, engineers and all sub-consultants for the duration of the applicable Statute of Repose. There shall be no exclusion in the policy for the type or scope of work associated with the Project. Such insurance shall be submitted for approval by the Prime Subcontractor.

\$ 4,000,000 each occurrence

(7) Watercraft or Aircraft Liability. If watercraft or aircraft of any kind be used by Subcontractor or by any person on its behalf, Subcontractor or such other party will maintain or cause the operator of the watercraft or aircraft to maintain watercraft or aircraft liability insurance, including bodily injury, property damage and passenger liability, as respects any watercraft or aircraft owned, used, operated or hired in connection with the work by Subcontractor or anyone else with limits of **\$10,000,000** combined single limit for bodily injury and property damage any one occurrence, each watercraft or aircraft.

(8) EIFS or DEFS. If the Subcontractor's Work includes the furnishing or installation of EIFS or DEFS, then Subcontractor shall provide, as applicable, EIFS and/or DEFS insurance coverage, and such coverage shall be maintained throughout the applicable Statute of Repose.

II. SUBROGATION AND WAIVERS. To the extent allowed by law, Subcontractor's policies of insurance, and the policies of insurance of every entity and person performing any portion of the Work for or on behalf of Subcontractor, shall specify that underwriters and carriers waive all rights of recovery, under subrogation or otherwise, against (a) the Additional Insureds listed in this exhibit, (b) Subcontractor's subcontractors, contractors, and consultants, and (c) other persons and entities performing services or work at the Project, regardless of tier.

III. ADDITIONAL INSURED. With respect to all liability policies required pursuant to Section I(1) – (8) herein, the Subcontractor shall name the following as Additional Insureds: **(1) Buckeye Leased Housing Associates IV, LLLP, (2) WD Construction, LLC, (3) Weis Builders, Inc., (4) Dominium Construction & Architectural Services, LLC, (5) Polaris Capital Investments Sidney Village, LLC, (6) Polaris Capital Asset Manager, LLC, (7) Barclays Bank PLC, (8) Colliers Securities LLC, (9) Colliers Funding LLC, (10) Minnwest Bank, (11) PNC Bank, NA ISAOA, (12) PNC Real Estate Tax Credit Capital Institutional Fund 47, Limited Partnership ISAOA, (13) PNC Middle Tier 13, LLC ISAOA, (14) PNC LIHTC Fund 94, LLC ISAOA, (15) Columbia Housing SLP Corporation, (16) City of Buckeye, (17) any entity for which the Contractor is required to provide additional insured coverage by the General**

Contract, including amendments thereto, and (18) for each of the foregoing, their respective subsidiaries, affiliates, successors, officers, directors, shareholders, employees, members, managers, agents, and representatives. The coverage afforded the Additional Insureds under these policies shall be primary insurance to the extent the claim arises out of, or is related to, Subcontractor's Work. In such cases, if an Additional Insured has other insurance that is applicable to a loss, such other insurance shall be on an excess and non-contributory basis. Subcontractor's Additional Insured Endorsements for Commercial General Liability and Excess Liability shall be equivalent to ISO forms CG 20 10 04 13 and CG 20 37 04 13 or their equivalent. They shall state that the coverage provided to an Additional Insured is primary and non-contributory with respect to any other insurance available to an Additional Insured. In the event any policy provided in compliance with this Exhibit F states that the insurance afforded to an additional insured will not be broader than that required by contract, or words to that effect, the parties agree that nothing in this Exhibit F is intended to restrict or limit the breadth of such insurance. The insurance limits required by this Exhibit F for the Additional Insureds can be satisfied by a combination of primary and umbrella/excess liability insurance.

In the event of any claims being made by reasons of bodily injury, personal injury, or property damage sustained by an agent, servant or employee of one insured for which another insured is or may be liable, the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured (Severability of Interest).

IV. EVIDENCE OF INSURANCE. All insurance policies Subcontractor is required to obtain under the terms of this Exhibit F shall be endorsed to provide that the insurance company shall provide written notice to Contractor and Owner at least 30 days (10 days for nonpayment of premium) prior to the effective date of any cancellation of such policies.

Prior to its commencement of work, Subcontractor shall provide Contractor with certificates of insurance evidencing Subcontractor has complied with the requirements of this Exhibit F. Contractor and Owner shall be listed as certificate holders. If Contractor directs, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Contractor.

V. MISCELLANEOUS

1. Subcontractor acknowledges that (A) the limits of CCIP provided insurance are shared by all insured parties under the CCIP for the Project, (B) Owner, Contractor, and their affiliates of every tier disclaim any responsibility whatsoever for the availability, adequacy or exhaustion of the limits of the CCIP, the present or future solvency of any CCIP insurers, or any claims or disputes by, between, or among Owner, Contractor and any subcontractor, or any tier, and any of the CCIP insurance carriers.
2. Any type of insurance or increase in limits not described herein which Subcontractor requires for its own protection or as a result of any applicable law shall be its own responsibility and expense.
3. If Subcontractor requires further specific information or explanation of the CCIP policies, Subcontractor should contact the CCIP Program Administrator, whose contact information can be found in the Wrap Manual.
4. Subcontractor shall furnish each of its subcontractors a copy of this Exhibit F, to include the Wrap Manual. Subcontractor shall contractually require its subcontractors, independent contractors, sole proprietors, and consultants of every tier to comply with the duties, obligations, and requirements of this Exhibit F to the same extent as Subcontractor is required to comply. Further, unless approved in writing by Contractor, Subcontractor is responsible to ensure Worker's Compensation insurance and Employer's Liability insurance is maintained covering every person performing any portion of the Work for or on behalf of Subcontractor. Within two (2) business days of Contractor's request, Subcontractor shall provide evidence of the foregoing.

5. No insurance maintained by Subcontractor or its subcontractors shall have a self-insurance (SIR) retention exceeding \$100,000.
6. Subcontractor shall maintain all insurance required by this Exhibit F until expiration of any statutory limitation period applicable to claims arising from or in any matter related to Subcontractor's Work, including any applicable statute of repose.
7. Subcontractor shall be required to satisfy any deductible payable under a builder's risk insurance claim to the extent the claim arises from or is related to Subcontractor's Work.

**CONTROLLED INSURANCE PROGRAM:
COMMERCIAL GENERAL LIABILITY INSURANCE WRAP
MANUAL**

PROJECT: SIDNEY VILLAGE

WD CONSTRUCTION, LLC

DATE: September 3, 2025

CONTENTS

1. Introduction

- Directory
- Definitions

2. Overview of the General Liability Program

- Purpose
- Application of CIP to Contractors/Subcontractors
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- Right to Terminate or Modify the General Liability Wrap
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- Project Manager Responsibilities

8. Forms Section

1)

Introduction

This manual describes the insurance coverages and operation of Contractor's Controlled Insurance Program (CIP) for Commercial General Liability Wrap Insurance. We urge you to read it carefully and completely.

This program provides Commercial General Liability and Excess coverage for Enrolled Contractors providing direct labor at the Designated Project Site and only for the following Project Name:

PROJECT: SIDNEY VILLAGE

The manual specifies insurance requirements Subcontractors must maintain apart from those provided by the CIP - Commercial General Liability, as well as steps to complete enrollment in order to be covered by the CIP. Each Subcontractor must comply with the obligations for enrollment and claims and the QA/QC and safety program requirements. **Each Contractor/Subcontractor is responsible for following these procedures and for making sure their eligible Subcontractors of any tier receive a copy of this manual and are properly enrolled.** Contractors uncertain about eligibility should call the Program Administrator listed in the Directory on page 3 of this manual.

The purpose of the CIP is primarily to provide the broadest coverage terms and conditions for this project, with a dedicated limit of insurance, at the most efficient cost. This coverage is designed to protect the Owner, Contractor and enrolled Subcontractors.

Success of the CIP depends on cooperation by all participants in the overall safety and quality assurance objectives. A coordinated safety program and QA/QC will be in effect on the job site. They are designed to minimize injuries and illness to workers and others, prevent property damage, and eliminate impairment of the environment.

This Manual is meant to provide only a general overview of the CIP for convenience of reference, and the material in this manual does not constitute an agreement, promise or representation by any party. In connection with the foregoing, the provisions of this manual (1) are subject in all respects to the terms and conditions of the actual insurance policies and related contracts between the parties and (2) shall in no manner alter, amend or affect the terms or provisions of such insurance policies or related contracts.

All parties understand that participation in the CIP shall not constitute any participants, partners, agents, employees, or joint ventures with respect to any other participant and shall not create any contractual privity between or among the parties. Any such relationships shall only be created (if at all) pursuant to independent contracts and agreements between or among the participants.

Copies of the general liability and/or excess liability policies that comprise the CIP are available upon written request of the Program Administrator.

Directory

Project Name:	SIDNEY VILLAGE	
Project Manager (Contractor)		
Ben Seyk	Telephone:	602-932-5923
	Email:	benseyk@weisbuilders.com
Project Coordinator		
Marcella Calzado	Telephone:	602-654-1424
	Email:	marcellacalzado@weisbuilders.com
Safety Administrator – QA/QC		
Doug Happel	Telephone:	507-280-3937
	Email:	doughappel@weisbuilders.com
Program Administrator		
Willis Towers Watson Midwest, Inc.	Telephone:	706-809-9054
Sarah Jenkins	Email:	sarah.jenkins2@wtwco.com
Claims Administrator		
Willis Towers Watson Midwest, Inc.	Telephone:	763-302-7233
Thomas Schultze	Email:	thomas.schultze@wtwco.com

CIP Insurer – Primary Commercial**General Liability**

Texas Insurance Company

Applied Specialty Underwriters, LLC

Toll Free: 1-877-234-4420

Email: newclaim@auw.com

Definitions

- Meaning of Words and Phrases

Note: *The following list of words and phrases includes an explanation of meanings. However, they may be defined differently in other documents, and in that case, the definitions given in such documents will take precedence with respect to such documents.*

Word/Phrase	Meaning
Accident or Occurrence	An unforeseen and unintended event or sudden happening, including any repeated exposure to conditions which result in injury to people or damage to property.
Claim	A demand for compensation, including a benefit request, for injuries or damages caused by an insured loss.
Claim Administrator	The insurance companies' representatives responsible for processing all Claim reports and initial follow-up.
Contract	As used in this Manual, a written agreement between Sponsor (or its designee) and a Contractor, between a Contractor and its Subcontractor, or by and between Subcontractors and Sub-Subcontractors of any tier.
Contractor	Any individual, firm, or corporation undertaking construction or other services under contract with the Contractor requiring labor at or from the Project Site. This <i>excludes</i> parties identified in Section 2.4 of this manual and in the Contract.
Controlled Insurance Program (CIP)	A coordinated insurance and claim management program, under which Commercial General Liability and Excess Liability are procured or provided on a project basis for all Enrolled Contractors while performing operations at the Project Site.
Designated Project Site	<p>The Project will be located at the following location: 1485 S. Apache Road., Buckeye, AZ 85326, and all work or operations within 1,000 feet of the Designated Project that are necessary thereto.</p> <p>The premises, as designated in the agreement between the Sponsor and the Project owner or its designee and approved by the Insurer</p> <p>The "Designated Project Site" does not include any owned, leased or rented locations of any named insured or "Enrolled Contractor" outside the boundaries of the "Designated Project Site" unless listed as an Additional Scheduled Location(s) the insurance policy.</p>
Eligible Contractors	Contractors and Subcontractors of all tiers performing labor or services at the Designated Project Site are eligible to be enrolled in the CIP. Suppliers that perform or subcontract installation, temporary labor services, employee leasing companies providing direct labor, joint ventures and all joint ventures partners are considered Eligible Contractors. The Sponsor may, at its discretion, include a Contractor who otherwise, by definition, would be an Excluded Party.
Employer	The Owner, Contractor, Subcontractor, or any person who contracts to pay for and secures the right to direct and control the services of any person.
Enrolled Contractor/Subcontractor	Any contractor who has completed the appropriate enrollment documents and is approved in writing by the enrollment vendor to work on the jobsite. The mere execution of a subcontract by a contractor and the general contractor is not enrollment and shall not, by itself, render a contractor an "enrolled contractor".

Word/Phrase	Meaning
Excluded Parties	<ul style="list-style-type: none"> • Architects, engineers, surveyors or their consultants • Suppliers/manufacturers (that do not perform or subcontract out installation), vendors, material dealers, guard/security services or janitorial services • Truckers and others who merely transport, pick up or carry materials, personnel, parts, equipment or any other items or person to and from the “Designated Project Site.” • Any employee(s) of an “enrolled contractor” that does not work at or generate payroll at the “Designated Project Site.” • Hazardous material remediation, removal or transport (including hazardous waste haulers and environmental abatement contractors). • Demolition contractors • Crane owners (unless crane owner provides crane operator for the Designated Project Site” with enrolled payroll) • Any other organization performing activities outside of the “Designated Project Site”. • Others as determined by Sponsor.
Program Administrator	Representatives from the insurance brokerage firm of Willis Towers Watson Midwest, Inc.
Insureds	Sponsor, Enrolled Contractors and Subcontractors, and other parties listed as Named Insureds on this Project insurance policy(ies).
Insurers	The Insurance Companies named on the Policy or Certificate of Insurance.
CIP Insurance Coverages	The program under which General Liability and Excess Liability are procured by the Sponsor for the benefit of the Owner, Contractor and Enrolled Contractors/Subcontractors while they are working at the Project Site. (Also called a wrap-up program.)
Sponsor	WD Construction, LLC
Project/Project Name	SIDNEY VILLAGE
Subcontractors	Any individual, firm, or corporation with a Contract to perform some part of the work to complete the Project, including services under Contract with a Contractor requiring labor at or from the Project Site. This excludes parties identified in Section 2.4 of this manual and in the Contract. The term Subcontractor includes subcontractors and sub-subcontractors of any tier.
Substantial Completion	Means substantial completion of the construction Project, which means whichever of the following occurs first: a) The date of the final inspection of the construction Project by the applicable public agency; b) the date of recordation of a valid notice of completion; c) the date of use or occupancy of the construction Project or improvement; d) one year after termination or cessation of work on the construction Project.

2)

Overview of the CIP General Liability Wrap Program

2.1. Purpose

Sponsoring Contractor has implemented a Controlled Insurance Program to provide certain insurance coverage for eligible Subcontractors performing construction operations on its Project site.

This manual is meant to provide only a general overview of the CIP and does not in any way alter the actual insurance policy language. If the wording in this manual seems ambiguous, the policies will govern.

2.2. Application of CIP to Contractors/Subcontractors

General Liability coverages are designed to protect sponsoring Contractor, Owner and all eligible Subcontractors enrolled in the CIP (unless excluded by the criteria in Section 2.4). Each CIP coverage is summarized in Chapter 3.

*Enrollment by all eligible Subcontractors is **mandatory**, but **not automatic**.* Enrollment is subject to online completion of CIP enrollment and satisfactory completion, review, and approval of Enrollment Forms by the Program Administrator.

All Insureds must comply with CIP provisions and procedures including the established Project safety program and Quality Assurance program. Each Contractor must ensure its Subcontractors are properly enrolled in the CIP and comply with these provisions and procedures.

The Program Administrator will make every effort to give enrolled Subcontractors the appropriate evidence of insurance outlined in Section 3 before the **Notice to Proceed** with work is issued for the Designated Project Site.

2.3. Scope of the CIP

The sponsoring Contractor has procured the following insurance coverages on behalf of all enrolled Subcontractors performing construction operations on the Designated Project Site, as detailed further in Section 3:

Commercial General Liability and Excess Liability

The coverages provided apply to the work at the Designated Project Site only.

Subcontractors must carry their own insurance for off-site activities and exposures not covered by the CIP as specified in Section 4. Off-site storage locations for materials for use in the completed Project may be covered under the CIP, subject to approval by sponsoring Contractor, must be dedicated to the Project and must be scheduled on the insurance policies.

2.4. Contractors Not Included Under the General Liability Wrap

Contractors/Subcontractors meeting one or more criteria below *will not* be included under General Liability Wrap unless specifically authorized by the sponsoring Contractor or the Program Administrator. The CIP does not cover:

- Architects, engineers, surveyors or their consultants
- Suppliers/manufacturers (that do not perform or subcontract out installation), vendors, material dealers, guard/security services or janitorial services
- Truckers and others who merely transport, pick up or carry materials, personnel, parts, equipment or any other items or person to and from the “Designated Project Site.”
- Any employee(s) of an “enrolled contractor” that does not work at or generate payroll at the “Designated Project Site.”
- Hazardous material remediation, removal or transport (including hazardous waste haulers and environmental abatement contractors).
- Demolition contractors
- Crane owners (unless crane owner provides crane operator for the Designated Project Site with enrolled payroll)
- Any other organization performing activities outside of the “Designated Project Site”.
- Others as determined by Sponsor.

2.5. Safety Program/QA/QC

A coordinated safety program will be in effect on the Designated Project Site. It is designed to minimize injuries and illnesses to workers, vendors, and others, prevent property damage, and eliminate impairment of the environment. The program requires:

Active cooperation and support by management of each subcontractor;
Proper training and supervision at all levels of employment; and,
Worker participation and cooperation.

In order to meet our established goal, the cooperation of all persons involved with the Project is necessary and expected by the sponsoring Contractor. All subcontractor employees and supervisors will be held accountable for safety program responsibilities.

Contractors/subcontractors will refer to the Project Safety Program/ QA/QC and to their Contract for accident prevention, safety, and loss control requirements and procedures.

2.6. Questions about the CIP

Direct any questions about the CIP or procedures in the CIP Program Manual to the Program Administrator at:

Willis Towers Watson Midwest, Inc.

Sarah Jenkins
Program Administrator
Direct Line: 706-809-9054
Email: sarah.jenkins2@wtwco.com

2.7. CIP Q&A

Questions Commonly Asked in CIP

2.7.1. What does this Program cover?

1. Not limited to the following, it will **not** cover workers compensation, off-site general liability, automobile liability, contractors' equipment, aviation (including unmanned aircraft) or marine operations, professional liability, pollution liability, installation floater risks, automobile physical damage, builder's risk, contractor's tools or other risks of the contractors.
2. It will **not** cover contractors for any operations not associated with this specific Project or at the Project Site.
3. It will **not** cover products that are manufactured or fabricated off the Designated Project Site.
4. All participating contractors will have a certificate of insurance evidencing General and Excess liability insurance, indicating participants as named insureds, but only for work performed at or on the site of this Designated Project Site. The coverage provided in this program is further described in Section 3.
5. The General Liability and Excess Liability policies will be on an occurrence basis and will extend completed operations coverage for all named insureds for the applicable statute of repose or 10 years, whichever is less, after Substantial Completion of the Project.

2.7.2. What is the reason for having a CIP?

To reduce the cost and redundancy of insurance associated with this construction Project.

To establish greater stability in insurance coverage for the Project owner and participating contractors, engaging a major insurer whose financial stability suggests that it will still be there to cover claims when and if they occur.

To protect employees, property and the environment by providing a unified safety and claim management program.

To alleviate the adversarial relationship between contractors and the Project owner at the time of a claim, allowing the claim to be defended and settled in a proactive manner, reducing claim costs for all participants.

2.7.3. How can I be sure my insurer will not charge me for the CIP Insurance?

You will need to notify your insurers of the CIP, through your agent or directly, giving a description of the risk and General Liability coverage. We will give you a sample General Liability Wrap exclusion endorsement that you may elect to send to your General Liability & Umbrella Liability carriers.

You must keep separate payroll and/or revenue records specifically allocated to the CIP Project to avoid duplicate charges for your work performed under the CIP program.

If you have questions about these issues as the bidding and work proceed, your broker, agent or underwriter should be able to assist you. If not, we will be very happy to help you in identifying the issues and, if needed, facilitating communication with your insurers.

2.7.4. Is there coverage beyond the completion of my work?

Yes, the General Liability extends coverage to the applicable statute of repose or 10 years, whichever is less, after the Substantial Completion of the Project.

3)

Coverages Included Under the CIP at **SIDNEY VILLAGE** - Project Site Only

3.1. General Liability and Excess Liability

General Liability

• Insurer:	• Texas Insurance Company
• Coverage Limits:	•
• Each Occurrence	• \$2,000,000
• General Aggregate	• \$4,000,000
• Products Completed operations Aggregate	• \$4,000,000
• Personal Injury/Advertising	• \$2,000,000
• Damage to Premises Rented to You	• \$50,000
• Medical Payments	• Excluded

DEDUCTIBLE:

Sponsoring Contractor and its subcontractors of any tier shall be liable, at its expense, to a maximum of \$50,000 each occurrence for **property damage** or **bodily injury** to the extent losses payable are attributable to its acts or omissions, or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The \$50,000 deductible shall encompass the costs of defense, including court costs and attorneys' fees.

Policy Form: ISO CG 00 01 (04/13) or equivalent

- Sponsor as first Named Insured
- Enrolled Contractors are included as Named Insureds
- Defense costs in addition to the policy limits
- Limits shared by all insureds
- Policy Deductible - \$50,000
 - The limits of insurance apply for the entire policy period
 - Extended Completed Operations coverage for 10 years or through the duration of the statute of repose or statute of limitations, whichever is less, per policy terms and conditions.
 - Onsite liability extended for warranty/repair work which extends ongoing operations liability coverage in the event an Enrolled Party returns to the Designated Project Site to perform warranty or repair work as defined by the policy.

SCHEDULE OF FORMS AND ENDORSEMENTS:

The following are the forms attached to and forming a part of the policy at inception:

Form No.	Form Description
ASC 00 06 05 21	Common Policy Declarations (TIC)
ASC 00 02 09 20	Service of Suit
TX-SL	Texas Complaint Notice
TX-SL	Texas Surplus Lines Notice
ASC 00 03 09 20	Privacy Statement
ASC 00 04 09 20	Claim Reporting
ASC 00 05 09 20	Schedule of Forms and Endorsements
IL 00 17 11 98	Common Policy Conditions

[ESIG-WD-AZ-SUBLM-GC-NB-TXTR-HAB-CCIP]

ver subcontract lab+mat+gencontr+nonbond+textura-habitational-CCIP

IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement
IL P 001 01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
ASG 01 02 05 21	Commercial General Liability Coverage Part Declarations (TIC)
CG 00 01 04 13	Commercial General Liability Coverage Form
ASG 03 01 09 20	Named Insured Schedule WD Construction, LLC, parent companies, subsidiaries, associated and/or affiliated organizations, or successors as now exist or may hereafter be acquired or formed, and any other corporation or public organization which The First Named Insured, owns, operates or controls, including the interest as successor to any corporation or other public entity acquired. Weis Builders, Inc. Dominium Construction & Architectural Services, LLC
CG 04 37 04 13	Electronic Data Liability Sublimit: \$250,000
CG 21 75 01 15	Exclusion Of Certified Acts of Terrorism And Other Acts Of Terrorism Outside the United States
CG 21 91 01 06	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism
CG 21 65 12 04	Total Pollution Exclusion With A Building Heating, Cooling, And Dehumidifying Equipment Exception And A Hostile Fire Exception
CG 21 09 06 15	Exclusion - Unmanned Aircraft
CG 21 32 05 09	Communicable Disease Exclusion
CG 21 35 10 01	Exclusion - Coverage C - Medical Payments Any location or job/work site
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi Or Bacteria Exclusion
CG 21 86 12 04	Exclusion - Exterior Insulation And Finish Systems
CG 21 96 03 05	Silica Or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 23 01 04 13	Exclusion - Real Estate Agents Or Brokers Errors Or Omissions
ASG 03 02 09 20	Intellectual Property Amendment
ASG 07 01 10 21	Exclusion - Property Damage to Designated Project Site During the Course of Construction
ASG 03 03 01 23	Minimum Earned Premium and Audit Premium 100%, 12 months
ASG 03 04 02 22	Amendment Of Other Insurance Provision – Excess Insurance
ASG 03 15 09 20	Deductible Liability Endorsement
ASG 03 06 09 20	Separation of Insureds - Joint Defense
ASG 03 13 09 20	Amendment of Definition - Employee
ASG 07 02 09 20	Exclusion – Cyber Liability
ASG 07 03 09 20	Exclusion - Asbestos
ASG 07 04 09 20	Exclusion - Lead
ASG 07 05 09 20	Exclusion - Arsenic
ASG 07 06 09 20	Exclusion - Sulfates
ASG 03 07 09 20	Definition of Basis of Exposure (Construction Costs)
ASG 03 08 09 20	Amendment of Duties – Knowledge and Notice Of An Occurrence
ASG 03 10 09 20	Unintentional Failure to Disclose Hazards
ASG 07 11 05 21	Exclusion - Residential Construction and Conversion With Apartment Exception
ASG 07 46 01 24	ASG 07 46 01 24 Exclusion – PFAS Chemicals or Substances
ASG 09 12 11 21	Designated Project Limits (for RCIPs)
ASG 09 13 01 22	Conditions Required to Add Projects to Policy

ASG 09 26 04 22	Wrap-Up Amendatory Endorsement (Multiple Buildings) Project Name: SIDNEY VILLAGE “Designated Project Site”: 1485 S. Apache Road., Buckeye, AZ 85326 Project Description: Low-income housing development
ASG 09 02 03 23	Wrap-Up - Named Insured (Enrolled Contractors)
ASG 09 03 09 20	First Named Insured - Rights and Duties WD Construction, LLC
ASG 09 15 12 21	Limited Premises Operation Coverage – Repair Work (Wrap Up)
ASG 07 39 05 21	Exclusion - Cross Suits Liability – Applicable to Property Damage Only with Exception for Designated Entity • WD Construction, LLC • Weis Builders, Inc. • Dominium Construction & Architectural Services, LLC • Buckeye Leased Housing Associates IV, LLLP
ASG 03 12 10 21	Amendment – Who Is An Insured
ASG 03 09 09 20	Amendment of Definition of Bodily Injury
ASG 09 16 05 21	Primary and Non-Contributory – Other Insurance
ASG 09 07 09 20	Map of Designated Project Site
CG 24 53 12 19	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver of Subrogation) – Automatic
CG 20 10 12 19	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization Blanket as Required by Written Contract. “Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.” Location: As per designated project site listed on form ASG 09 26 04 22-Wrap-Up Amendatory Endorsement (Multiple Buildings)
CG 20 37 12 19	Additional Insured – Owners, Lessees Or Contractors – Completed Operations Blanket as Required by Written Contract. “Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.” Location: As per designated project site listed on form ASG 09 26 04 22-Wrap-Up Amendatory Endorsement (Multiple Buildings)
CG 24 27 04 13	Limited Contractual Liability – Railroads Scheduled Railroad: Designated Job Site: To Be Scheduled
CG 20 12 12 19	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorization Blanket: Any state or governmental agency or subdivision or political subdivision as required by written contract for your operations performed during the policy period.
CG 20 18 12 19	Additional Insured - Mortgagee, Assignee Or Receiver Blanket: Any mortgagee, assignee, or receiver when you and such mortgagee, assignee, or receiver have agreed in writing in a contract or agreement that such mortgagee, assignee, or receiver be added as an additional insured on your policy Location: As per designated project site listed on form ASG 09 26 04 22-Wrap-Up Amendatory Endorsement (Multiple Buildings)
CG 20 26 12 19	Additional Insured – Designated Person Or Organization Name of AI: To be scheduled

CG 20 34 12 19	Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You Blanket: Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.
MANUSCRIPT	Incidental Medical Malpractice

Excess Liability Insurance with limits of:

\$28,000,000 Each Occurrence/all insureds
\$28,000,000 Products/Completed Operations Aggregate/all insureds
\$28,000,000 General Aggregate/all insureds

- Excess of primary CIP Commercial General Liability policy subject to policy terms and conditions.
- Policy provides Completed Operations Extension including Repair coverage for 10 years or the applicable Project state statute of repose, whichever is less, per policy terms and conditions.
- Limits shared by all insureds.

1st Layer Excess Liability

- | | |
|---|--|
| <ul style="list-style-type: none"> • Insurer: • Excess Policy Form: | <ul style="list-style-type: none"> • Allied World Assurance Co (U.S.) Inc. • GL 00126 00 (06/07) |
|---|--|

Coverage Limits:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Each Occurrence • Products-Completed Operations Aggregate • Aggregate, Where Applicable | <ul style="list-style-type: none"> • \$8,000,000 (excess of primary) • \$8,000,000 (excess of primary) • \$8,000,000 (excess of primary) |
|---|---|

2nd Layer Excess Liability

- | | |
|--|--|
| <ul style="list-style-type: none"> • Insurers: • Excess Policy Form: | <ul style="list-style-type: none"> • Crum & Forster Specialty Insurance Company • CFSIC EX 101.0.304 08 22 |
|--|--|

Coverage Limits:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Each Occurrence • Products-Completed Operations Aggregate • Aggregate, Where Applicable | <ul style="list-style-type: none"> • \$10,000,000 excess of \$8,000,000 • \$10,000,000 excess of \$8,000,000 • \$10,000,000 excess of \$8,000,000 |
|---|--|

3rd Layer Excess Liability

- | | |
|--|--|
| <ul style="list-style-type: none"> • Insurers: • Excess Policy Form: | <ul style="list-style-type: none"> • Gotham Insurance Company • XS0001 |
|--|--|

Coverage Limits:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Each Occurrence • Products-Completed Operations Aggregate • Aggregate, Where Applicable | <ul style="list-style-type: none"> • \$10,000,000 excess of \$18,000,000 • \$10,000,000 excess of \$18,000,000 • \$10,000,000 excess of \$18,000,000 |
|---|---|

4)

Insurance Required of Contractors/ Subcontractors of Any Tier

Requirements

4.1. Required Insurance

The CIP coverage as outlined in Section 3 is intended to afford broad coverages and policy limits, but will not furnish all the insurance needed by an Enrolled Subcontractor. Other coverages outlined in the Contract — regardless of whether the insurance is required by law, by the sponsoring Contractor or for the Subcontractor's own additional protection — must be obtained at the Subcontractor's own expense, unless otherwise specified in the Contract.

- ❖ **Enrolled Contractors** must provide evidence of Commercial General Liability (including Excess) for *off-site* activities and Workers' Compensation, Automobile Liability and Excess/Umbrella Liability insurance and other insurance coverage required for all activities including **both** *on-site* and *off-site* activities as per the insurance specifications in the Contract. See Section 1 for the definition of Enrolled Contractors.
- ❖ **Excluded Parties** must provide evidence of Workers' Compensation, Commercial General Liability, Excess/Umbrella Liability, Automobile Liability insurance and other insurance coverage required for all activities including **both** *on-site* and *off-site* activities as per the insurance specifications in the Contract. See Section 1 for the definition of Excluded Parties.

4.2. Certificates of Insurance

All Subcontractors will provide properly executed Certificates of Insurance as required in the Contract, before performing any Designated Project Site work. The certificates of insurance must be on the industry standard form (ACORD). Copies must be filed before beginning the work.

Even if the certificate of insurance is not filed, these parties are still responsible for carrying and maintaining the insurance. The sponsoring Contractor has the right to prevent any party from entering the Designated Project Site until the certificates are filed.

4.3. Insurance Requirements for Non-Participants

For any company entering the job site that is not eligible for the General Liability CIP, all insurance requirements in their Contract will be required at all times.

1.4 CIP Exclusion Limitation:

If any party's insurance includes an exclusion tied to Controlled Insurance Programs (a.k.a. "wrap-ups" "CCIPs" "OCIPs" or "CIPs") or other project-specific insurance, it may apply only to the extent of coverage available to that party under the CIP or other Sponsor-provided insurance. Such exclusion may not be broader than what the CIP or such other Owner-

provided insurance actually covers. Such exclusion shall not apply when the CIP has lapsed, been cancelled, or where the limits have been exhausted.

5)

Contractor Responsibilities under the CIP

Responsibilities

5.1. Administrative Responsibilities

Subcontractors are required to cooperate with the sponsoring Contractor and Program Administrator in CIP administration and operation. These responsibilities include, but are not limited to:

- Providing necessary Contract, operations, and insurance information;
- Including CIP provisions in all lower tier subcontracts;
- Supplying advance notice to the Program Administrator of all subcontracts awarded;
- Complying and actively supporting the CIP loss control safety program, quality assurance, safety and claim reporting procedures.
- Attending all meetings, as required, regarding CIP administration, claims or safety issues;
- Promptly paying GL Deductible Obligation, if applicable.

5.2. Insurance Costs

Sponsoring Contractor will arrange for CIP coverages and pay applicable premiums for the benefit of covered Contractors/Subcontractors. Subcontractors in return will:

- Submit bid price for the original scope of work inclusive of all insurance costs for coverage provided by the CIP.
- Identify and provide an estimated avoided insurance cost (using the Insurance Cost Worksheet provided in the Forms Section, answering exposure requests, and providing applicable rate pages from insurance policies to Program Administrator) for the general and excess liability coverage (may be subject to minimum assumed avoided excess cost as determined by the Sponsor) that is included in their bid and is to be provided by this CIP; and,
- Assign to the sponsoring Contractor all return premiums, dividends, refunds, or other credits due (or that will become due) associated with the CIP insurance policies.
- Subcontractors agree to execute necessary CIP documents and agreements.

The Eligible Contractor is required to complete the CIP enrollment procedures and submit this information to the CIP Administrator via on-line administration portal WTW ComPAS (See Administration of CIP on page 23). Failure to provide the required information may delay

an award of work.

5.3. Contract Award Notification

Eligible Subcontractors are not covered under the CIP until necessary enrollment information is properly completed online and submitted to the Program Administrator.

After receiving Contract award notification, the Program Administrator will then contact each Contractor to begin enrollment. An email from WTW ComPAS, the online CIP enrollment platform, will be sent with instructions for online enrollment.

Each Subcontractor is responsible for reporting their subcontractors of any tier. The Subcontractor must notify the Program Administrator of Sub-subcontractor awards in a letter signed by a company officer.

5.4. Request for Insurance

When the Program Administrator has received all completed and compliant forms, the Subcontractors will be officially enrolled in the CIP and sent evidence of General Liability coverage to the Enrolled Subcontractors.

6)

Other Provisions

Provisions

6.1. Waiver of Subrogation

By enrolling in the CIP, all Subcontractors waive all rights of subrogation against each other, its agents, and any of its insurers for any insured loss. This is true whether insurance is provided by CIP purchased for the Project, or other insurance carried by the Subcontractors.

Subcontractors agree that this waiver applies to their insurers, including any policies covering physical loss or damage to owned, non-owned, or leased machinery, watercraft, vehicles, tools, or equipment.

6.2. Contractual Obligations

The insurance, as provided by the sponsoring Contractor for Subcontractors under the CIP, is not intended to, and shall not be construed to limit, qualify, or waive any liabilities or obligations of Subcontractor, of any tier, assumed or otherwise, under their Contract.

6.3. Right to Terminate or Modify the CIP

While the sponsoring Contractor intends to keep the CIP in force throughout the Project, they reserve the right to terminate or change the terms and conditions of the CIP coverage. To exercise this option, sponsoring Contractor will give 30-calendar days advance written notice to all enrolled Subcontractors covered under the General Liability of intent to terminate or change coverage.

If the CIP is terminated in whole or in part by the sponsoring Contractor, enrolled Subcontractors will be required to immediately obtain replacement coverage. The cost of replacement will be charged to the sponsoring Contractor through a Contract modification, but only to the extent of the unearned bid deduction. The Owner reserves the right to audit Subcontractors' insurance costs.

Replacement coverage must satisfy the minimum insurance requirements of the Contract, unless specifically modified by the sponsoring Contractor. Written evidence of replacement insurance must be supplied to the sponsoring Contractor as specified in the Contract.

6.4. Modifying the CIP Procedures

The sponsoring Contractor may from time to time alter these procedures for efficient operation and will endeavor to (but not be required to) provide advance written notice to each enrolled Subcontractor. (Procedure changes will not reduce or modify coverage terms.) Job site safe work standards and claims procedures may be revised when deemed necessary by the sponsoring Contractor.

7)

Claim Reporting Procedures

Reporting Procedures

7.1. Subcontractors' Responsibilities

All accidents, regardless of how minor the injuries and all property damage incidents are to be immediately reported by the subcontractor foremen or involved worker directly to Project Manager (see Directory).

Subcontractors shall instruct crews or individuals working on the Project to report all accidents or incidents of any type.

Types of accidents/incidents that must be immediately reported include:

- All water intrusion complaints, issues.
- All job site injuries (vendors, suppliers, guests, visitors, etc.)
- All complaints from neighbors or the public
- All damage to the work or material to be used on the project
- All other property damage
- Anything likely to affect the quality of the work
- All environmental concerns

Subcontractors remain responsible for notifying their offices and, when required, the OSHA office having jurisdiction. OHSA injury and illness record keeping requirements remain the responsibility of the subcontractors and are not changed by enrollment in the CIP program.

Should the Project Manager be unavailable, report accident/ incident to the General Liability Claim Administrator (see Directory). Subcontractor is to complete accident/incident investigation form for all accidents.

Any Subcontractor who is delinquent in reporting any claims within the 24-hour period will be reported to the sponsoring Contractor.

Subcontractors shall cooperate with sponsoring Contractor personnel, and their General Liability Claim Administrator during investigation and/or adjusting of claims.

7.2. Project Manager Responsibilities

All Accidents/Incidents

Project Manager, upon notification of an accident/incident, will:

For injury accidents, verify that appropriate emergency medical treatment has been obtained. If paramedics have been called, coordinate spotters to escort paramedics from main road to accident site.

Have the responsible subcontractor(s) take action to stop the unsafe act or to correct the unsafe condition in order to prevent further injury or damage.

Investigate incident by completing report forms, obtaining witness statements, taking pictures, etc.

Cooperate with the General Liability Claim Administrator, adjusters and representatives.

Reporting Third Party Claims and Damage to Property (or Materials)

Bodily Injuries to the public (including pedestrians, vendors, job site visitors, neighbors, etc.) and Property Damage incidents are reported on the ACORD "General Liability Notice of Occurrence/Claim."

The Project Manager is responsible for completing the General Liability ACORD notice and notifying the sponsoring Contractor and the General Liability Claim Administrator.

The Project Manager or other representatives shall abide by the following:

- DO** Be courteous and sympathetic.
- DO** Obtain names and addresses of potential claimants even if their injury is slight or their accident was not witnessed.
- DO** Determine if the injured person contributed to the accident by an unsafe act (careless, intoxication, handicap) and report these in the "Remarks" section of the ACORD form.
- DO** Determine whether the area involved is under CIP responsibility to control. If not, determine who has the duty or responsibility for the area.
- DO** Identify witnesses and, if possible, get written statements from them. Record names, addresses, phone numbers.
- DON'T** Argue
- DON'T** Make any comments on negligence or fault. Do not express an opinion regarding the incident to anyone or offer to pay for anything.
- DON'T** Discuss potentially defective building or equipment or equipment conditions.
- DON'T** Attempt to apply first aid yourself unless trained and certified. On minor injuries, offer the first-aid kit to the injured. On serious injuries, do not move the person, call 911.
- DON'T** Transport an injured party yourself, even if requested. You and the company could be liable for further injury.

Instructions for Use of ACORD Form

The General Liability ACORD form is available in this Manual.

If printed legibly, these forms will not have to be typed before further routing.

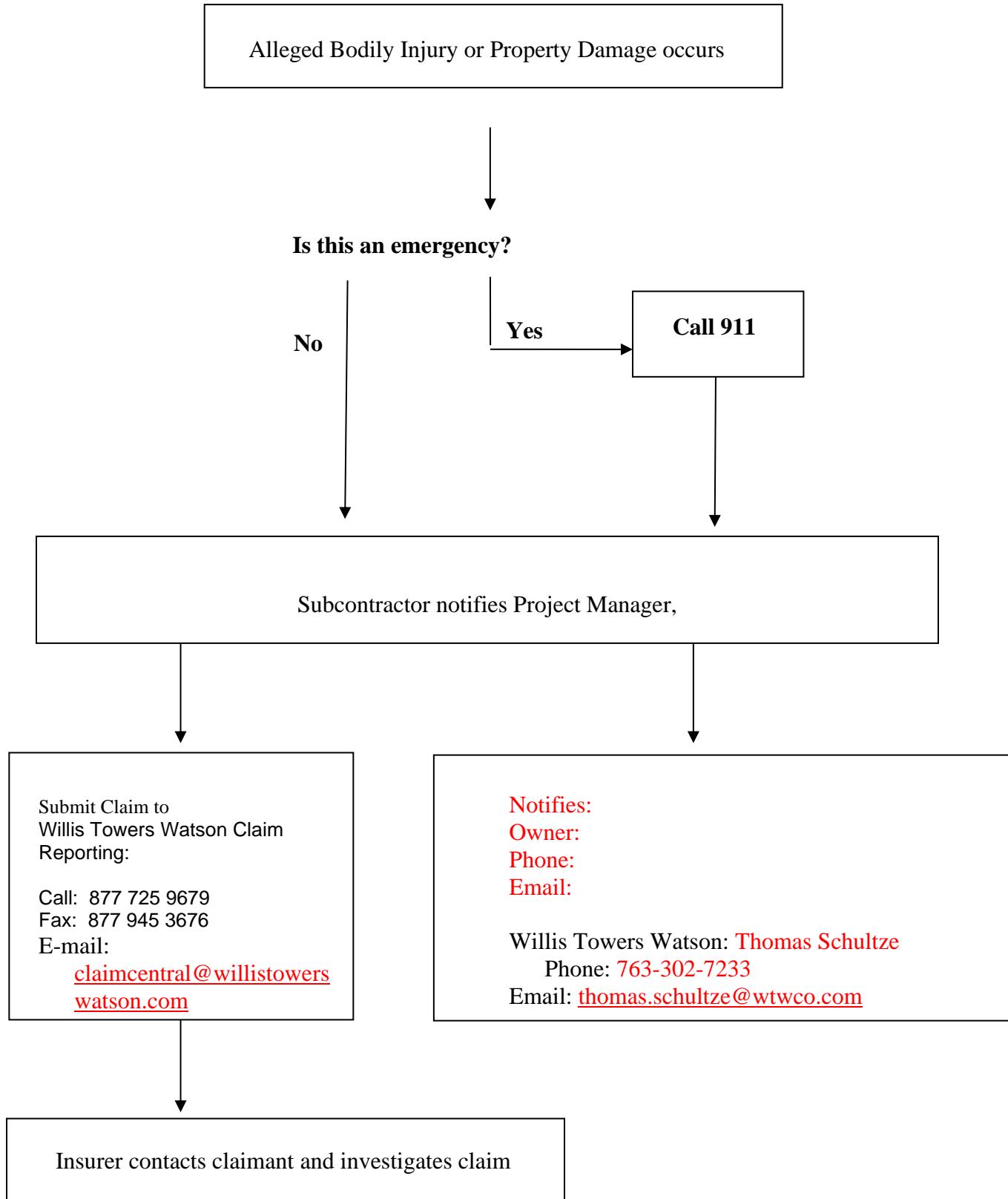
The forms you have been provided with have been pre-printed with as much basic information as is possible. These forms are the only forms needed to report and investigate potential General Liability and Property Damage claims. They are to be completed by the Project Manager and returned to the General Liability Claim Administrator within twenty-four (24) hours after knowledge of the injury or property damage.

Make sure that the pre-printed policy period dates that appear near the top of each ACORD form are current. If not, obtain current forms from the General Liability Claim Administrator and destroy all outdated forms.

Not all blanks will need to be filled in. Do not hold up reporting the incident waiting for more information. It is not necessary to complete the sections titled "Policy Information" and "Type of Liability."

Only those boxes identified by (a) through (k) on the pre-printed form must be completed before returning to the General Liability Claim Administrator. This information must include:

- a. **Date:** Enter the date the report is completed.
- b. **Date of Occurrence & Time of Loss:** Important, enter the date the loss occurred and approximate time.
- c. **Authority Contacted:** Enter the name of any police or fire department notified or other emergency assistance requested (i.e., "911" paramedic).
- d. **Description of Occurrence:** Brief but detailed description of incident (i.e., vendor slipped and fell on drywall mud while entering building). Do not describe injuries here.
- e. **Injury/Property Damaged:** Complete entire section on the injured parties or describe property damage.
- f. **Witnesses:** Name, address, and phone number of anyone who witnessed the incident. Also, obtain their handwritten statements.
- g. **Remarks:** Any additional remarks you feel are important. Also, what was done to prevent recurrence.
- h. **Reported By:** Name of person completing loss notice; usually the Project Manager.
- i. **Take Pictures and Preserve Evidence,** as needed.



8)

Forms Section

PROJECT – SIDNEY VILLAGE CIP Enrollment Checklist

To do now	<input type="checkbox"/> Read the CIP Manual	
To return within 2 weeks (before project site entry)	<input type="checkbox"/> Online Enrollment Procedure Application CIP or attached Enrollment Application CIP <input type="checkbox"/> Online Enrollment Procedure CIP Cost Worksheet or attached CIP Cost Worksheet <input type="checkbox"/> Contractor's Assignment of Rights to Insurance Premium <input type="checkbox"/> Online Enrollment Procedure Notification of Subcontractors or attached Enrollment Application CIP (for your subcontractors, if applicable)	
	<input type="checkbox"/> Email to: marcellacalzado@weisbuilders.com Mail to: WD Construction, LLC Attn: Marcella Calzado 3020 E Camelback Rd, Suite 340 Phoenix, AZ 85016	
	<input type="checkbox"/> Certificate of Insurance to Marcella Calzado	
	<input type="checkbox"/> ACORD General Liability Notice of Occurrence/Claim Form	

NOTE: Do not commence Work (and no insurance may be provided to any Subcontractor of any tier) until the completed and signed Enrollment Application (accompanied by a certificate of insurance) is accepted and acknowledged by the Program Administrator.

PROJECT: SIDNEY VILLAGE

Online Enrollment Procedure

Subcontractors will receive a Request for Enrollment email with a brief introduction to the online WTW ComPAS portal for CIP enrollment once WD Construction completes a Notice of Award in the system. The email will include the following information:

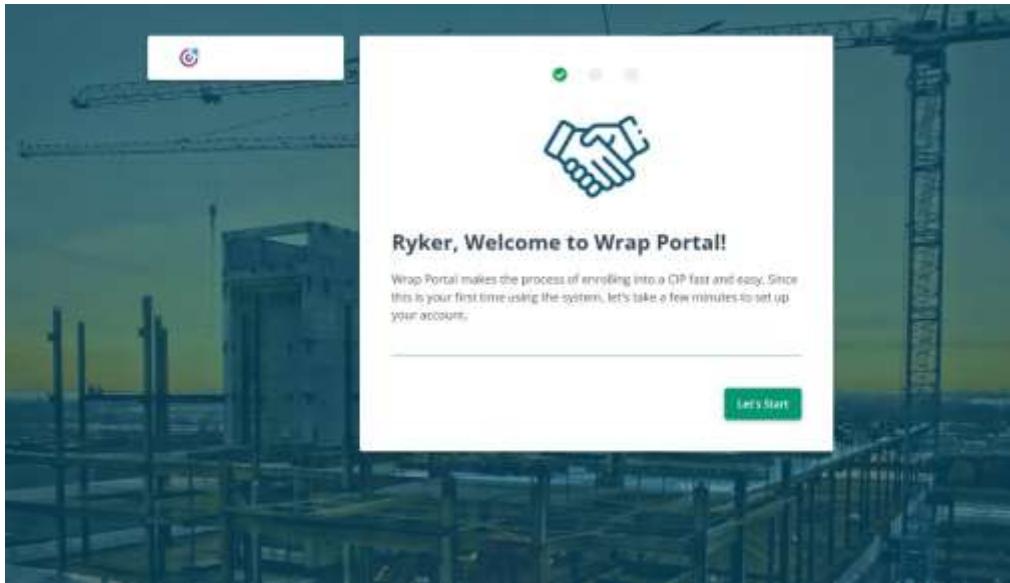
- Contractor Portal URL
- User Name
- Password

The user can click on the URL in the email to open the contractor portal or highlight and copy the URL to your internet browser. The preferred browser for the Portal is Chrome. This will take you to the login screen for WTW ComPAS portal. Below are the instructions to complete the online enrollment:

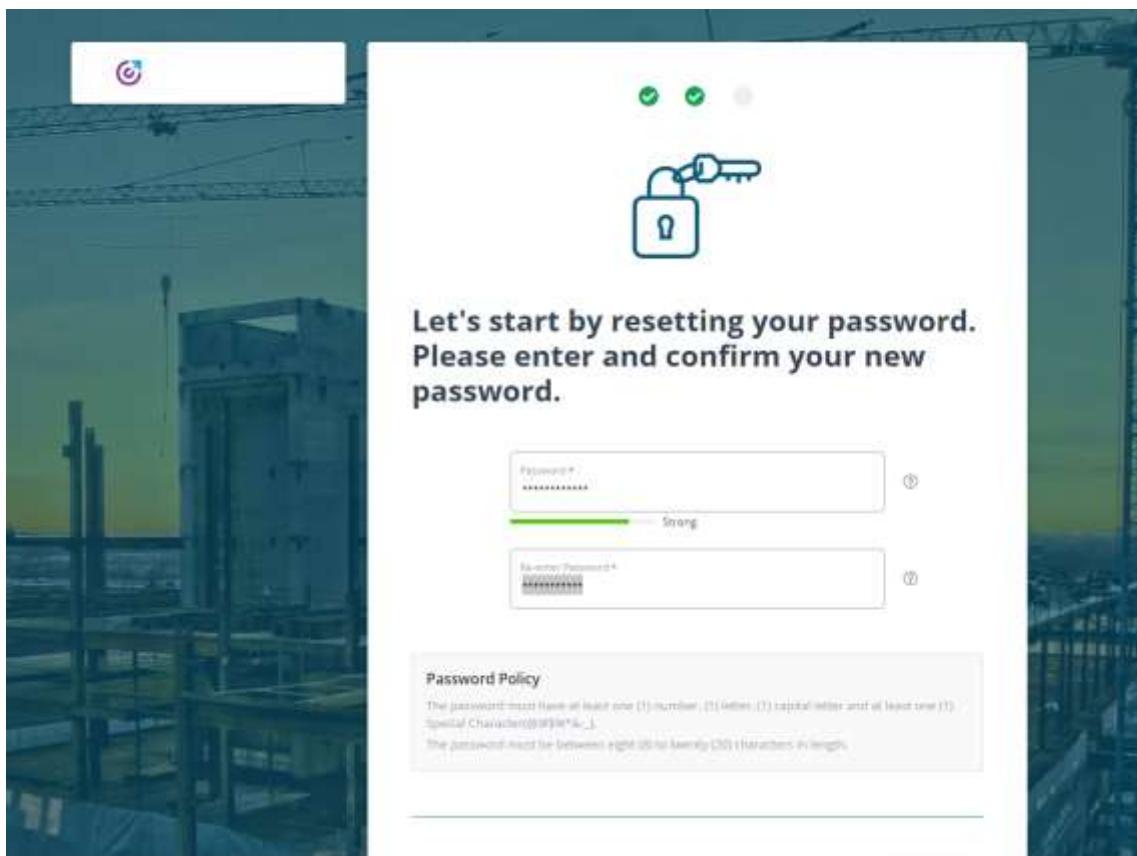
Enter system generated User Name and Password select Logon.



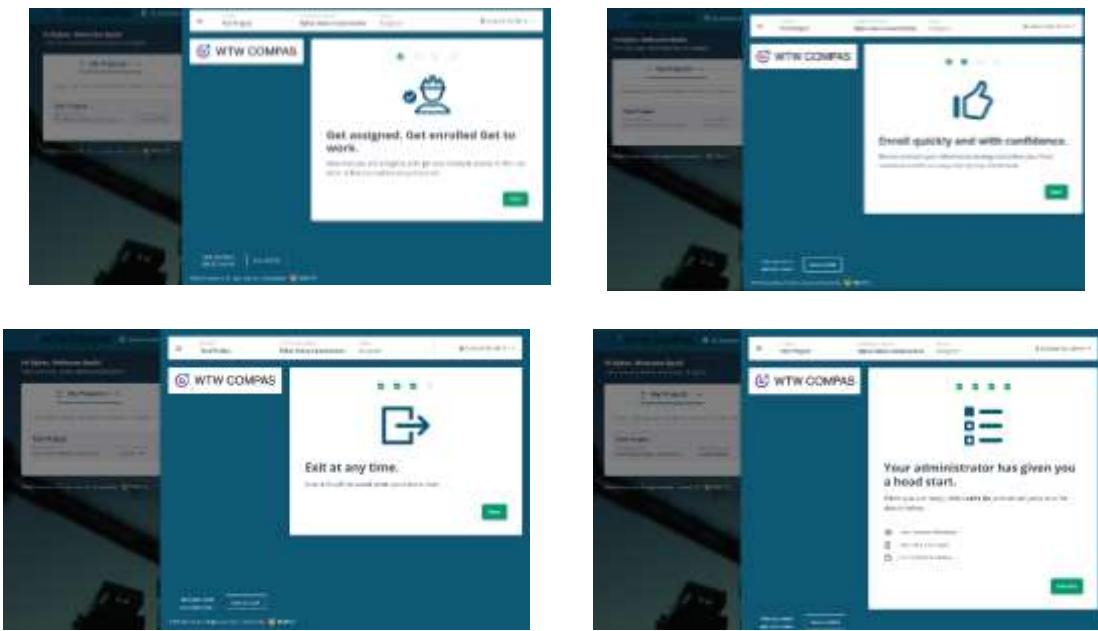
Welcome screen will open select Sign In. The Welcome screen will launch, select Let's Start



Re-set the system generated password. The password policy for the contractor portal is included at the bottom of the screen. Select Continue.



If this is your first-time logging in the wizard will launch to begin the enrollment process. Select Next until you reach the screen with the Let's Go icon.



To continue with the enrollment process, the user will need to select the contractor package with Assigned status. Under the Contract Activities select Enrollment. Enter and/or update all sections under Company information select Continue in the lower right-hand side of each section to continue through the enrollment process. Users are required to populate all fields with red asterisks.

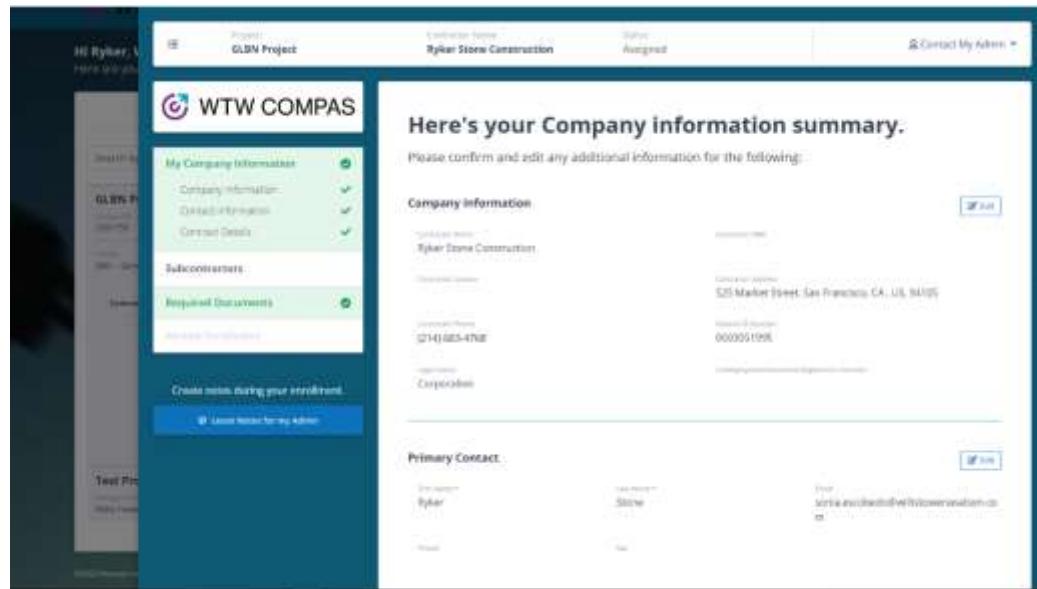
If a user is unable to complete the enrollment, please use the Save and Exit icon to save data to return at a later point to complete the enrollment.

If a user has questions regarding the enrollment process, please select Leave Notes for my Admin icon to send a question your Client Service Specialist.

Sections that are complete will have a green checkmark to indicate that the section has been completed. At the completion of the My Company Information users will have the opportunity to review

[ESIG-WD-AZ-SUBLM-GC-NB-TXTR-HAB-CCIP]
ver subcontract lab+mat+gencontr+nonbond+textura+habitational-CCIP

information submitted before moving on to add Subcontractor information. If any changes are required select the Edit icon next to the section that needs updates.



If a user has questions regarding the enrollment process, please select Leave Notes for my Admin icon to send a question to your Client Service Specialist. This feature will automatically send an email to your WTW Admin.

Post comments on this form.

Using the Comments Box:
Write a comment in the box below. Click the 'Send Comment' button. The comment will be posted on this page. The comment will also be sent to the administrator in the form of an email. Within the email to the administrator will be a link. Clicking on that link will direct the administrator to this page to view the comment.

[Send Comment](#)

Sections that are complete will have a green checkmark to indicate that the section has been completed. At the completion of the My Company Information users will have the opportunity to review information submitted before moving on to Contractor Cost Worksheet. If any changes are required select the Edit icon next to the section that needs updates.

The screenshot shows the WTW COMPAS software interface. At the top, it displays "Project: GLBD Project", "Company Name: Ryker Stone Construction", "Status: Enrolled", and a "Contact My Advisor" button. On the left sidebar, there are several tabs: "My Company Information" (green), "Contract Cost Worksheet" (green), "Subcontractors" (green), "Required Documents" (grey), and "Review Enrollment" (grey). Below the sidebar, a message says "Here's your Company information and Contract Details summary." It asks the user to "Please confirm and edit any additional information for the following:". The main content area is divided into sections: "Company Information" (with fields like Company Name, Address, City, State, Zip, and Industry Type), "Primary Contact" (with fields for First Name, Last Name, and Email), and "Umbrella Liability" (with a note about liability limit and deductible).

After completing My Company Information, the user will continue to Contract Cost Worksheet. The user will need to enter the each following General Liability Class Code.

- GL Class code/description
- Select Rating Basis
- Select Rate Per
- Enter Rate

The screenshot shows the WTW COMPAS software interface. The left sidebar has tabs: "My Company Information" (green), "Contract Cost Worksheet" (green), "Subcontractors" (grey), "Required Documents" (grey), and "Review Enrollment" (grey). The main content area has a heading "Let's look over your Rates and Premium Modifications." It says "Your Rate and Premium Modification information is used to calculate the cost of your CIP Insurance for this Contract." Below this, there is a section titled "General Liability Rates" with a table. The table has two columns: "Rate Code" and "Description". The rows show:

General Liability	Description: Compounds
<input type="radio"/> Payroll (\$0.00)	Rating: \$1,000,000.00
<input checked="" type="radio"/> Contract Value (\$1,000,000.00)	Rating: \$35,000.00
<input type="radio"/> Self-performed Price (\$1,000,000.00)	
<input type="radio"/> Subcontractor Cost (\$0.00)	
<input type="radio"/> Flat Premium	
<input type="radio"/> Per Unit	
<input type="radio"/> Other	

 There is a "Add General Liability" button at the bottom right of the rates table. Below the rates table, there is a "General Liability Total" section with a value of "\$35,000.00".

User would select Add General Liability if additional General Liability class codes need to be added. If no additional codes are needed select save and continue to move on to the Umbrella Liability Cost.

The user will need to complete the following for Umbrella Liability Rates:

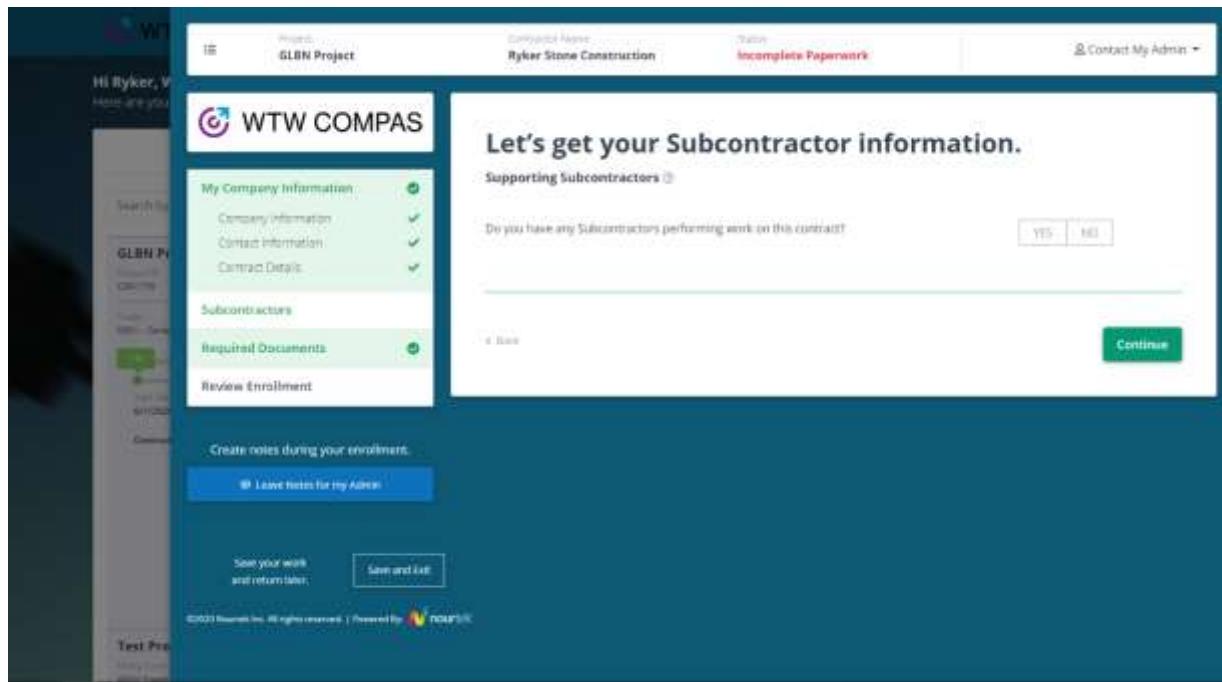
- Select Rating Basis
- Select Rate Per
- Enter Rate

Umbrella Liability Rates		
Class Code	Description	
<input type="radio"/> Payroll (\$0.00)	<input checked="" type="radio"/> Contract Value (\$1,000,000.00)	Expense \$1,000,000.00
<input type="radio"/> Self-performed Price (\$1,000,000.00)		
<input type="radio"/> Subcontractor Cost (\$0.00)		
<input type="radio"/> General Liability Premium (\$0.00)		
<input type="radio"/> Flat Premium		
<input type="radio"/> Per Unit		
<input type="radio"/> Other		

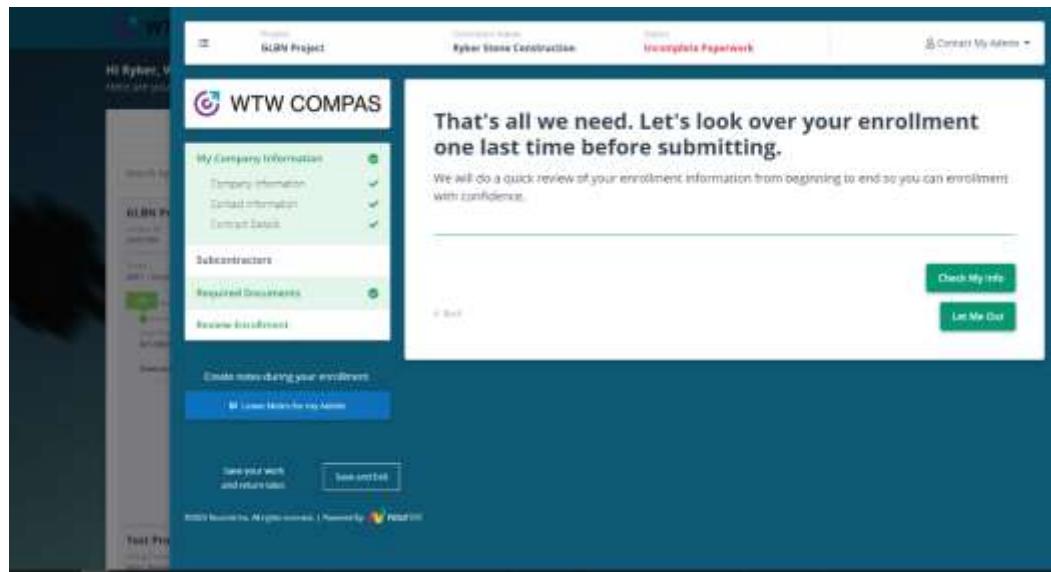
User would select Add Umbrella Liability if additional Umbrella Liability codes are to be added. If no additional codes are needed select Save and Continue. The user has an opportunity to review the summary of the Cost Worksheet before moving on. If any changes are needed the user would select Edit to be re-directed to that section of the Cost Worksheet.

Let's look over your Rates and Premium Modifiers.		
Your Rates, and Premium Modifiers are used to calculate the cost of your CIP insurance for this Contract.		
General Liability Cost	\$5,000.00	<input type="button" value="Edit"/>
Umbrella Liability Cost	\$15,000.00	<input type="button" value="Edit"/>
Sub Total	\$20,000.00	
Total	\$20,000.00	

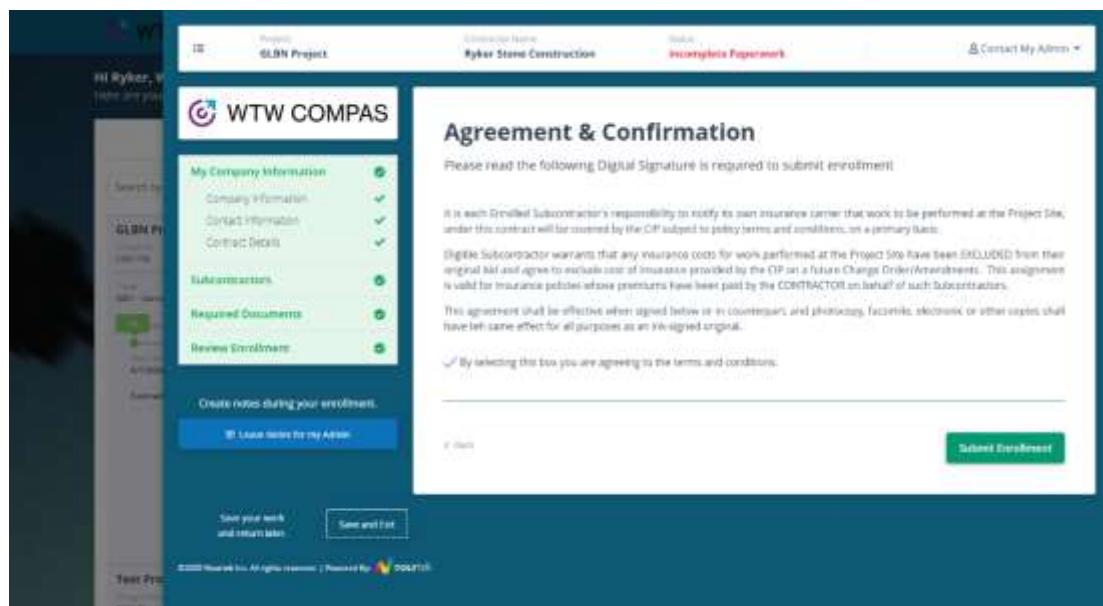
Once the user completes the Contractor Cost Worksheet the user will be able to enter their subcontractor information if Subcontractors have been identified. Please select Yes in the subcontractor section and enter subcontractor information. If Subcontractors have not been identified select No and select Continue to continue to the Required Document section.



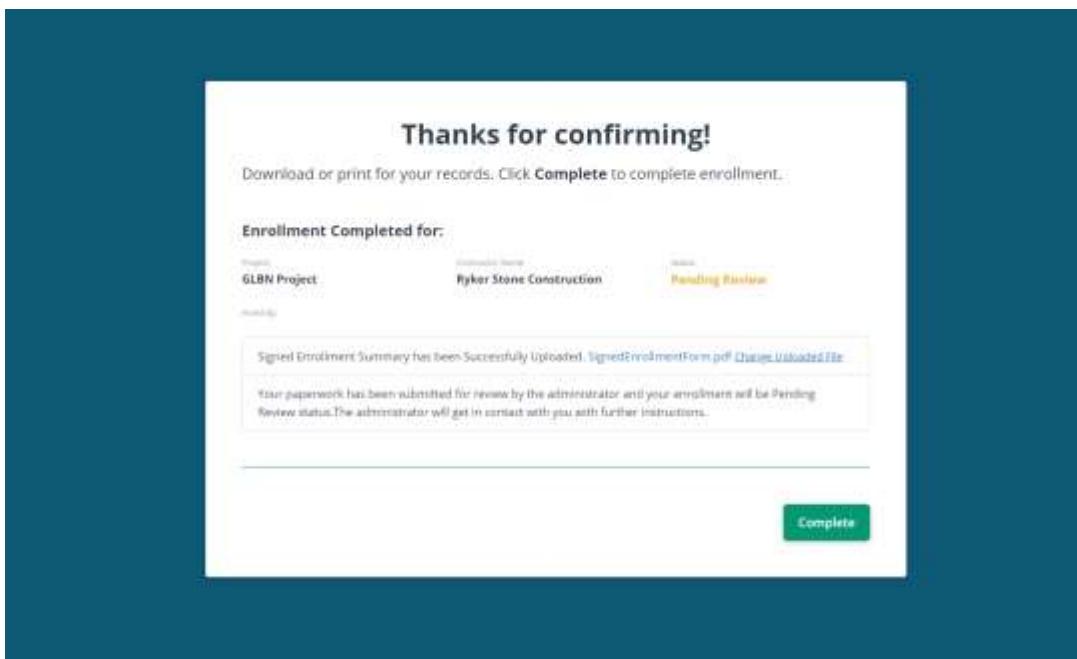
Once all enrollment and subcontractor information has been entered select Review Enrollment. User will have an opportunity to review all information entered and confirm nothing has been missed by selecting Check My Info. When the user selects Let Me Out the terms and conditions screen will display.



Review and agree to the terms and conditions by selecting the box agreeing to the terms and conditions. Then select Submit Enrollment.

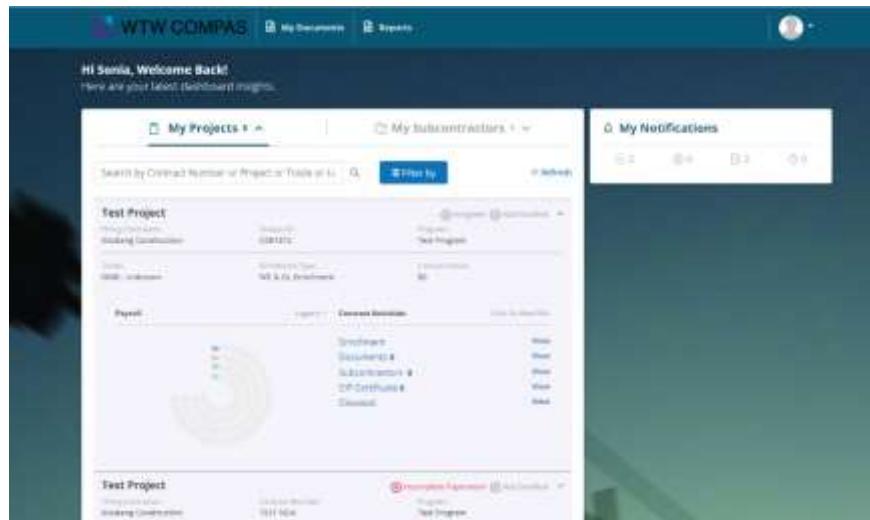


User will receive a confirmation screen that the enrollment has been submitted and will be able to download a pdf version of the enrollment submitted for their records. Select Complete to return to the dashboard. Once the enrollment is reviewed and confirmed your CIP Certificate will be available in the Documents Section.



Notice of Subcontract Award

When an Enrolled Contractor awards a subcontract, the awarding Contractor shall begin the enrollment process by completing Notice of Award for each Contract award via Add Subcontractor Icon via the Contractor Portal – Action Panel to open the Add Sub Contractor screen.



Select + Add Subcontractor from the upper right hand of the Subcontractors screen.

The top screenshot shows the 'Subcontractors' screen with a blue box highlighting the 'Add Subcontractor' button. The bottom screenshot shows the 'Add a Subcontractor' form with fields for 'Contract Value', 'Contractor', 'SIC Code', and 'Contract Number'. There are also optional sections for 'Trade', 'Professional Liability', 'Workers Liability', and 'Qualification'.

Enter your subcontractor information. The required fields for Notice of Award are as follows:

- Contract Value – Please enter Estimated Contract Value
- Select Contractor – User can begin to enter the company name and if the company is already in the system select from the drop-down list. If the company is not included in the list, please select “Click here to add a new contractor”.

The following fields are optional, but if the information is available, please populate.

- Trade – Select SIC Code from drop down list. If SIC code is not available select “Click here to add a your SIC Code”
- Contract Number – Please provide Contract Number for contract award.

The awarding Contractor shall ensure that their subcontractors complete the remaining sections of the Contractor Package Enrollment and immediately submit.

CIP Insurance Company Physical Audits

The CIP insurance company reserves the right to audit Enrolled Parties at their discretion.

Notice of Completion - Closeout Process

- When an Enrolled Party makes a Request for Final Payment, the CIP Notice of Completion form should be completed by selecting Closeout under Contract Activities and submitting the completed form via WTW ComPAS. (See process below)
- The CIP Administrator will verify all required information has been received and closeout the Contract.

From the WTW ComPAS Dashboards screen - Select Closeout under Contract Activities.

Willis Towers Watson Construction -
Sonia Escobedo

Project: Test Project Current Number: A0000 000-0

Code: 1541 - General Contractors-industrial Buildings and Warehouses Enrollment Type: WC & GL Enrollment Current Value: \$90,000,000.00

Contract Progress: 100% (Green bar)

Start Date: 1/1/2020 End Date: 1/1/2022

Payroll Legend: Contract Activities Click To View/Edit

Enrollment View
Documents 10 View
Subcontractors 8 View
CIP Certificate 1 View
Payroll 4 View
Claims 6 View
Closeout View

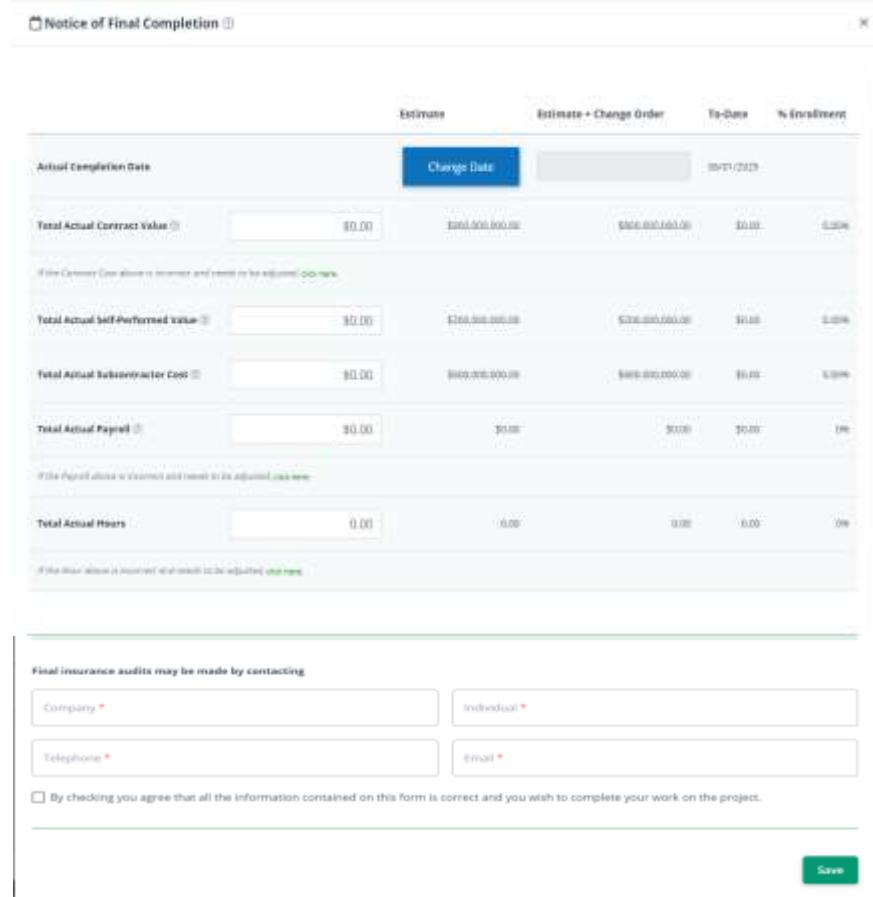
Enter or Select the Completion Date. Select Save. This will provide access to the Notice of Final Completion.



Update the following fields:

- Total Actual Contract Value
- Total Actual Self-Performed Value
- Total Actual Subcontractor Cost
- Total Actual Payroll (if GL is based on Payroll)
- Company Name
- Individual Name

- Telephone Number
- Email Address
- Add check mark next to statement “By checking you agree that all the information contained on this form is correct and you wish to complete your work on the project.”
- Select Save

A screenshot of a web-based form titled "Notice of Final Completion". The form is divided into two main sections: "Estimate" and "Final".

Estimate Section:

Category	Value	Original Value	Change Value	To-Date	% Invoiced
Total Actual Contract Value	\$0.00	\$100,000,000.00	\$100,000,000.00	\$0.00	0.00%
Total Actual Self-Performed Value	\$0.00	\$100,000,000.00	\$100,000,000.00	\$0.00	0.00%
Total Actual Subcontractor Cost	\$0.00	\$000,000,000.00	\$000,000,000.00	\$0.00	0.00%
Total Actual Payroll	\$0.00	\$0.00	\$0.00	\$0.00	0%
Total Actual Hours	0.00	0.00	0.00	0.00	0%

If the current value is incorrect and needs to be adjusted, click here.

If the payroll value is incorrect and needs to be adjusted, click here.

If the hours value is incorrect and needs to be adjusted, click here.

Final Section:

Final insurance audits may be made by contacting:

Company *	Individual *
Telephone *	Email *

By checking you agree that all the information contained on this form is correct and you wish to complete your work on the project.

Buttons:

- Save
- Cancel

Users will receive a confirmation of completion email once the WTW Client Service Specialist has reviewed and confirmed the Notice of Final Completion.

NOTE: Do not commence Work (and no insurance may be provided to any Subcontractor of any tier) until the completed and signed Enrollment Application (accompanied by a certificate of insurance) is accepted and acknowledged by the Program Administrator.

PROJECT: SIDNEY VILLAGE

Enrollment Application CIP

Project Name/Number: **SIDNEY VILLAGE/456412**

Date of Contract: _____ Contract Amount: _____ \$

Estimated Start Date: _____ Estimated Completion: _____

If a subcontractor, what company is your contract
with (company name)? _____

Your Company Legal Name: _____

Mailing
Address: _____

Phone No.: _____ Fax No.: _____

Person to contact for audit information:

Name: _____ Phone: _____

e-mail address: _____ Fax: _____

**Will your company subcontract
employees for this job?**

Yes

No

*NOTE: If your company uses "temp"/lease
employees, the employee leasing company must
also enroll in the General Liability Wrap program*

Subcontractor Name _____

Estimated number of employees
for this project: _____

Brief description of Scope of Work: _____ Package: _____

Signature of Authorized Company Representative

Date

PROJECT: SIDNEY VILLAGE**CIP COST WORKSHEET****PROJECT IDENTIFICATION**

Awarding Contractor: _____
 Project Name: _____
 Project Sponsor: _____

INFORMATION ABOUT THE AWARDED CONTRACTOR

Contractor Name: _____ Contact Name: _____
 Federal Tax ID (FEIN): _____ Contact Phone: _____
 Contract Amount: _____ Contact E-Mail: _____
 Expected # of Subcontractors: _____
 Expected Subcontracts Value: _____
 Are any Employees Subcontracted? Yes No (select one) Other (specify) _____

ESTIMATED PROJECT SPECIFIC GENERAL LIABILITY (GL) COSTS (ON-SITE ONLY)

Unit of Exposure/Premium
 Base: Payroll Per \$100 Payroll Per \$1000 \$1000: _____ Subcontractor Costs Per \$1000: _____
 (select all that apply) Contract Value/Sales Per \$100 Contract Value/Sales Per \$1000 Subcontractor Costs Per \$1000: _____
 Flat Unit (Each) Other: _____

GL Classification Description	*Class Code Number	*Exposure Basis	*GL Rate	*Premium
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Total: \$ \$ \$
 *1. Total GL Premium: \$
 A. Charge for Deductible Losses (Rate/Rating Unit): (include if Deductible Credit applies) 2. Deductible Charge Amount: (A x Total Est. Payroll) \$
 *3. Total GL Charge Amount: (1+2) \$

ESTIMATED PROJECT SPECIFIC EXCESS LIABILITY COSTS

Unit of Exposure/Premium
 Base: Payroll Per \$100 Payroll Per \$1000 Flat
 (select one) \$100 Contract Value/Sales Per \$1000 Contract Value/Sales Per \$1000: _____ Other: _____

B. Excess Liability Rate: 4. Umbrella/Excess Liability Premium: \$
 *5. Total GL and Excess Premium : (3+4) \$

AUTHORIZATION

Authorized By: _____ Title: _____
 Signature: _____ Date: _____

It is extremely important to accurately estimate exposure anticipated for this contract. The rates shown are subject to verification against your policy.
 Please contact your agent/broker with any questions regarding this form.

Please attach copies of your General Liability Policy and Excess/Umbrella Liability Policy Declaration Rate pages to this worksheet.

THIS WORKSHEET MUST BE SUBMITTED WITH YOUR BID OR PRIOR TO THE START OF WORK.

CONTRACTOR'S ASSIGNMENT OF RIGHTS TO INSURANCE PREMIUM

The undersigned, a Contractor/Subcontractor under a construction contract insured by the Sponsor's CIP, for good and valuable consideration, hereby assigns absolutely unto Sponsor all return premiums, premium refunds, dividends, and other monies due or to become due to the undersigned in connection with said insurance. This assignment shall pertain to the CIP policy(ies) as now written and as subsequently modified, rewritten or replaced by Sponsor and/or Sponsor's General Liability CIP insurance company, including any additional amount or coverages as a result thereof. The undersigned also assigns to Sponsor its rights of cancellation of all such policies.

Name of contractor/subcontractor: _____ •
Signed by: _____ • Title: _____ •
Signature: _____ • Date: _____ •

If you have any questions regarding the Enrollment Application or the Controlled Insurance Program, please contact the Program Administrator:

Sarah Jenkins
706-809-9054
Sarah.Jenkins2@wtwco.com

This form must be returned to the following person prior to commencing work:

Email to: marcellacalzado@weisbuilders.com
Mail to: WD Construction, LLC
Attn: Marcella Calzado
3020 E Camelback Rd, Suite 340
Phoenix, AZ 85016

EXHIBIT G

Use the form on the following page when submitting proposals requested by Contractor and when requesting change orders. An example of the information needed is below.

EXHIBIT G																
REQUEST FOR PROPOSAL BREAKDOWN																
TO: _____																
PROJECT NAME: _____																
NAME OF YOUR COMPANY: _____					WD REF NO: _____											
<p>NOTE: WHEN SUBMITTING THIS REQUEST FOR PROPOSAL BREAKDOWN ("PROPOSAL BREAKDOWN"), YOU MUST ITEMIZE BOTH <u>ADDED AND DELETED</u> ITEMS RELATED TO THE SPECIFIC CHANGE(S) BEING REQUESTED, AND YOU MUST INCLUDE ALL SUBCONTRACTOR, SUPPLIER, MATERIAL, AND EQUIPMENT INVOICES OR QUOTES AS BACK-UP. THE ITEMS AND AMOUNTS SET FORTH BELOW (TOGETHER WITH CHANGES THAT WERE PREVIOUSLY SUBMITTED BY YOUR COMPANY TO CONTRACTOR) CONSTITUTE ALL CHANGES EXPERIENCED BY YOUR COMPANY THROUGH THE DATE OF THIS PROPOSAL BREAKDOWN FOR (1) MATERIAL, LABOR, SUPPLIES, AND EQUIPMENT PROVIDED TO THE PROJECT, AND (2) DELAYS AND OTHER IMPACTS RELATED TO OR ARISING FROM THE PROJECT.</p>																
<p>PLEASE USE ADDITIONAL FORMS IDENTICAL TO THIS ONE IF MORE SPACES ARE REQUIRED.</p>																
DESCRIPTION/ITEM	QTY	MTL UNIT	MTL COST	LABOR HOURS	LABOR COST	EQUIP TOTAL	SUBCTR TOTAL	TOTAL								
ADDED ITEMS: Breakdown as follows:																
1. 2x6 Treated Lumber	100 LF	.42/LF	\$42.00	10	\$320.00			\$362.00								
2. Lift Rental	2 Days				\$150.00			\$150.00								
3. Zanes Insulation	1 LS					\$300.00		\$300.00								
4.																
5.																
6.																
7.																
8.																
9.																
10.																
DELETED ITEMS: Breakdown as follows:																
1. 2x6 Treated Lumber	50 LF	.42/LF	(\$21.00)		(\$160.00)			(\$181.00)								
2. Lift Rental	1 Day							(\$75.00)								
3.																
4.																
5.																
6.																
ADD/Deduct Total																
BREAKDOWN SUMMARY																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Labor Total</td> <td style="text-align: right;">\$160.00</td> </tr> <tr> <td>Material Total</td> <td style="text-align: right;">\$21.00</td> </tr> <tr> <td>Equipment Total</td> <td style="text-align: right;">\$75.00</td> </tr> <tr> <td>Subcontractor Total</td> <td style="text-align: right;">\$300.00</td> </tr> </table>					Labor Total	\$160.00	Material Total	\$21.00	Equipment Total	\$75.00	Subcontractor Total	\$300.00				
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Material Total	\$21.00															
Equipment Total	\$75.00															
Subcontractor Total	\$300.00															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">SUBTOTAL</td> <td style="text-align: right;">\$556.00</td> </tr> <tr> <td style="text-align: right;">OH & P</td> <td style="text-align: right;">\$56.60</td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$611.60</td> </tr> </table>					SUBTOTAL	\$556.00	OH & P	\$56.60	TOTAL	\$611.60						
SUBTOTAL	\$556.00															
OH & P	\$56.60															
TOTAL	\$611.60															
PRINTED NAME: _____																
SIGNATURE: _____																
DATE: _____																

EXHIBIT G**REQUEST FOR PROPOSAL BREAKDOWN**

TO: _____

PROJECT NAME: _____

NAME OF YOUR COMPANY: _____

WD REF NO: _____

NOTE: WHEN SUBMITTING THIS REQUEST FOR PROPOSAL BREAKDOWN ("PROPOSAL BREAKDOWN"), YOU MUST ITEMIZE BOTH **ADDED AND DELETED** ITEMS RELATED TO THE SPECIFIC CHANGE(S) BEING REQUESTED, AND YOU MUST INCLUDE ALL SUBCONTRACTOR, SUPPLIER, MATERIAL, AND EQUIPMENT INVOICES OR QUOTES AS BACK-UP. THE ITEMS AND AMOUNTS SET FORTH BELOW (TOGETHER WITH CHANGES THAT WERE PREVIOUSLY SUBMITTED BY YOUR COMPANY TO CONTRACTOR) CONSTITUTE ALL CHANGES EXPERIENCED BY YOUR COMPANY THROUGH THE DATE OF THIS PROPOSAL BREAKDOWN FOR (1) MATERIAL, LABOR, SUPPLIES, AND EQUIPMENT PROVIDED TO THE PROJECT, AND (2) DELAYS AND OTHER IMPACTS RELATED TO OR ARISING FROM THE PROJECT.

PLEASE USE ADDITIONAL FORMS IDENTICAL TO THIS ONE IF MORE SPACES ARE REQUIRED.

DESCRIPTION/ITEM	QTY	MTL UNIT	MTL COST	LABOR HOURS	LABOR COST	EQUIP TOTAL	SUBCTR TOTAL	TOTAL
------------------	-----	----------	----------	-------------	------------	-------------	--------------	-------

ADDED ITEMS: Breakdown as follows:

1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

DELETED ITEMS: Breakdown as follows:

1.								
2.								
3.								
4.								
5.								
6.								
ADD/DEDUCT TOTAL								

BREAKDOWN SUMMARY

Labor Total	
Material Total	
Equipment Total	
Subcontractor Total	
	SUBTOTAL
	OH & P
	TOTAL

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____



Arizona Department of Revenue

**Arizona Form
5005**

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

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

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

A. Contractor

* Name WD Construction, LLC	* TPT License # 21396661		
* Address 7645 Lyndale Ave S Ste 300	City, Town or Post Office Minneapolis	State MN	ZIP Code 55423
AZ Contractor License Number 331793	Phone Number (612) 243-5000		

B. Subcontractor

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

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

Single Project Certificate

***PROJECT DESCRIPTION**

(* For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)

Sidney Village

1485 S. Apache Road.
Buckeye, AZ 85326

Project Designation (see instructions for definitions)

MRRA

Modification

OR

Blanket Certificate (check applicable box and fill in requested information).*

Period From: _____

Through: _____

Until revoked

* NOTE: Blanket Certificate indicates the prime contractor is responsible for every contract during the period regardless of contract designation.

Specific Project Exclusion:

Description: _____

Designation: MRRA

Modification

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

SIGNATURE

Cassie Warner

PRINT NAME

CFO

09/03/2025

TITLE

DATE SIGNED

Project Information Sheet

PROJECT NAME: 456412 – Sidney Village
PROJECT ADDRESS: 1485 S. Apache Road
Buckeye, AZ 85326

OWNER: Surprise Leased Housing Associates II, LLLP,
2905 Northwest Blvd., Suite 150
Plymouth, MN 55441
Phone: 763.354.5618
Fax: 763.249.8712
Contact: Owen Metz Phone: 623.265.6828
Email: ometz@dominiuminc.com

ARCHITECT: Todd & Associates
4019 N. 44th Street Phoenix, AZ 85018
Phone: 602.952.8280
Fax: 602.925.8995
Contact: Doug Sexton
Email: bfile@toddassoc.com

GENERAL CONTRACTOR: WD Construction LLC
3020 E Camelback Rd, Suite 340
Phoenix, AZ 85016
Phone: 602.830.4600
Fax: 612.243.5010

Project Manager: Ben Seyk
Phone: 602.932.5923
Email: Benseyk@weisbuilders.com

GC Project Engineer: Matthew Long
Phone: 602.922.3409
Email: matthewlong@Weisbuilders.com

GC Superintendent: TBD
Phone:
Email:

GC Project Coordinator: Marcella Calzado
Phone: 602.654.1424
Email: marcellacalzado@weisbuilders.com

GC Accounting Contact: Anna Schneider
Phone: 612.243.3109
Email: AnnaSchneider@Weisbuilders.com

BONDING COMPANY: None
LENDER INFORMATION: US Bank Trust Company, National Association
111 Fillmore Avenue East
Mail Code: EP-MN-WS3C
St. Paul, MN 55107-2922
Attention: Global Corporate Trust
Barclays Bank PLC
745 7th Avenue
New York, NY 10019
Attention: Letter of Credit Dept.
McDermott Will & Emery LLP One Vanderbilt Avenue
New York, New York 10017
Attention: Isaac Marcus
Email: imarcus@mwe.com

Certificate Of Completion

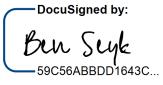
Envelope Id: A028FA9D-6E66-42D2-820D-ACC45B55084F
 Subject: 456412 Sidney Village Subcontract - Desert Services, LLC
 Group: WD Construction
 Job# / Dept: 456412
 Source Envelope:
 Document Pages: 78
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Marcella Calzado
 7645 Lyndale Ave S # 300
 Minneapolis, MN 55423-6009
 MarcellaCalzado@weisbuilders.com
 IP Address: 8.53.145.197

Record Tracking

Status: Original	Holder: Marcella Calzado	Location: DocuSign
1/21/2026 2:12:05 PM	MarcellaCalzado@weisbuilders.com	

Signer Events	Signature	Timestamp
Ben Seyk benseyk@weisbuilders.com Project Executive Weis Builders Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2600:1011:b342:3d48:b9:e1a:23d9:8718 Signed using mobile	Sent: 1/21/2026 2:17:04 PM Viewed: 1/21/2026 2:44:16 PM Signed: 1/21/2026 2:45:34 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tim Haitayan
 tim@desertservices.net
 Desert Services, LLC
 Security Level: Email, Account Authentication (None)

Sent: 1/21/2026 2:45:40 PM

Electronic Record and Signature Disclosure:
 Accepted: 12/22/2025 2:29:53 PM
 ID: b8f99c9e-69dd-4ca3-9c63-d5fef1789e71

Ben Seyk
 benseyk@weisbuilders.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2026 2:17:04 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: scottreid@weisbuilders.com

To advise Weis Builders, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at scottreid@weisbuilders.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to scottreid@weisbuilders.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Weis Builders, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to scottreid@weisbuilders.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERs):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Weis Builders, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Weis Builders, Inc. during the course of my relationship with you.