



Number: 1730001-001

Date: 01/08/2026

Project: 1730001 - Good Day Carwash - Gilbert

Location: Good Day Carwash - Gilbert
3061 E. Ray Rd, Gilbert, AZ 85296

Cost Code: 2050

Scope: Original

Subject: SWPPP

Subcontractor: Desert Services

Bill to: NFC, LLC
5130 S Lafayette Dr
Chandler, Arizona 85249

Contact: Jared Aiken
jared@desertservices.net

Manager: Robert Crisci
480-358-8044
rcrisci@nfccontractinggroup.com

Terms: When Paid
% Retainage: 10

THIS SUBCONTRACT AGREEMENT ("Agreement") by and between Contractor and Subcontractor shall be performed in strict accordance with these terms and conditions, the Contract Documents incorporated by reference, including the Plans and Specifications plus any Additional Documents attached hereto.

Contractor agrees to pay and Subcontractor agrees to receive and accept as full compensation for performing the scope of work described herein, in accordance with the following Schedule of Values:

Schedule of Values

Item	Description	Amount (\$)
1	SWPPP	19,590.00
	SWPPP Plan Design SWPPP Plan Design - Required per ADEQ Specifications 1 2,250.00 2,250.00	
	SWPPP Narrative SWPPP Narrative Design Manual - Required per EPA Specifications (Each)	
	Narratives alone (no BMP installations) will be \$1,550.00 1 1,350.00 1,350.00	
	SWPPP Sign SWPPP Sign - per ADEQ Specifications 1 275.00 275.00	
	Spill Kit Spill Kit - per ADEQ Specifications 1 345.00 345.00	
	Misc City Approved Fire Access Signs @ \$675.00 Installed (If required) 1 675.00 675.00	
	Misc Textura Setup Charge 1 100.00 100.00	
	Misc CCIP/OCIP/Insurance portal fees/Prequal portal fees 1 250.00 250.00	
	SUBTOTAL REQUIRED ITEMS 5,245.00	
	Misc	
	SWPPP Reserve with various BMP installations included.	
	This amount is based on estimated values and quantities	
	Actual amounts and quantities to be based on SWPPP Plan Design (see above).	
	Variable Items may include any or all of the following:	
	Stabilized Construction Entrance(s), Inlet protection, Silt Fence protection,	

Wattle or Compost Filter Sock Protection, Concrete Washout Installation, etc.

1 5,945.00 5,945.00

Page 1

Services Estimate

Date

12/3/2024

Estimate #

10142535-R1

To:

NFC Contracting Group

5130 S Lafayette Drive

Chandler, AZ 85249

Attn: Robert Crisci

Job Name

GOOD DAY CAR WASH

Estimator

Jared Aiken

ALL ADDENDA HAVE BEEN

RECEIVED AND ACKNOWLEDGED

Total Pricing based on specified quantities, and this is an ESTIMATE ONLY. Actual Quantities will be

billed.

Maintenance and Removal is not included unless specifically listed above as a line item

Po Box: 236, Scottsdale, AZ 85252

Phone: 480-513-8986

Fax: 480-657-2057

ROC 354762

Email: Jared@desertservices.net

By Signing this Estimate I am Authorizing Desert Services LLC to Proceed with the work indicated above:

Print Name: _____ Signature: _____

Item Description Qty Cost Total

Inspections

SWPPP Inspections: (approximately 9 months)

Performed every 14 days (1/2 in rain) @ \$195.00 each

Includes additional inspections for months with more than 4 weeks

Additional inspections for rain events and/or project extension

are not included in this total will be billed at \$195.00 each

21 195.00 4,095.00

Permit Filing Dust Control Permit \$1,560.00 (\$500.00 Filing \$1,060.00 Acreage Fee)

An Expedited Dust Permit is available at an additional cost 1 1,560.00 1,560.00

Mobilization Charge Mobilization Charges (Each)

Any additional trips for BMP installations will be billed at the same price 2 255.00 510.00

ADDITIONAL SERVICES - SUBJECT TO LOCATION SITE CONDITIONS

Water Truck Service

Provide water truck services for dust control prevention and track out.

Several schedules available: Services beginning at \$100.00 per hr based 5 2 and

\$110.00 per hr based on 5 1 Schedules with 1 hr min.

Onsite full time trucks with Maricopa Certified drivers available to completely manage your site at \$75.00 per hour, based on 8 hrs per day.

Plus 10 Fuel Surcharge.

Temp Fencing

Installation of temp fence @ 1.35/LF trip charge tax

Price is the same for pounded or on stands (add \$15.00 per stand for sand bags)

Gate is included in the install/remove price

Privacy screen is an add l \$2.75/LF tax installed

Rental is \$0.35/LF tax per month (\$100.00 minimum monthly rental charge)

**\$245.00 tax per trip charge (initial installation and any add l trips)

Page

Services Estimate

Date

12/3/2024

Estimate #

10142535-R1

To:

NFC Contracting Group

5130 S Lafayette Drive

Chandler, AZ 85249

Attn: Robert Crisci

Job Name

GOOD DAY CAR WASH

Estimator

Jared Aiken

ALL ADDENDA HAVE BEEN

RECEIVED AND ACKNOWLEDGED

Total Pricing based on specified quantities, and this is an ESTIMATE ONLY. Actual Quantities will be billed.

Maintenance and Removal is not included unless specifically listed above as a line item

Po Box: 236, Scottsdale, AZ 85252

Phone: 480-513-8986

Fax: 480-657-2057

ROC 354762

Email: Jared@desertservices.net

By Signing this Estimate I am Authorizing Desert Services LLC to Proceed with the work indicated above:

Print Name: _____ Signature: _____

Item Description Qty Cost Total

PORTABLE TOILETS

Porta John Services - @ \$110.00 per month - 1 cleaning per week. \$25.00 Delivery

\$25.00 Pickup 10 fuel surcharge tax

(monthly price may vary dependent upon service location)

ROLL OFFS

40 Yard @ \$450.00 per pull 10 fuel surcharge

4 Ton included - \$75.00 per ton over 4

Rental is good for 21 days - over 21 days without exchange is \$20.00 per day

STREET SWEEPING Provide street sweeping services at \$120.00 per hour with a two hour minimum

Total (\$) **19,590.00**

Nineteen Thousand Five Hundred Ninety Dollars and Zero Cents

NOW THEREFORE, Contractor and Subcontractor agree as follows:

Section 1. The Subcontractor warrants and represents that it is and was prior to submitting its proposal to Contractor, duly licensed by all governmental licensing authorities having jurisdiction over the Work or the project location. Subcontractor further warrants that at all times throughout the performance of this Agreement it shall comply with all government regulations and contractual obligations affecting the Work or the project location.

Section 2. The Subcontractor agrees to begin working as soon as it is notified by the Contractor that the project is far enough advanced for it to start the Work and to carry forward and complete its Work as rapidly as the Contractor may judge necessary. Time is of the essence of this Agreement. The Subcontractor is to execute this Agreement with sufficient speed and diligence to enable the Contractor and other subcontractors to comply with the Construction Schedule.

Section 3. The Subcontractor shall provide its employees with a safe place to work, to perform the Work in a safe manner with high regard for the safety and health of all and to comply with health and safety requirements of the Contractor, including Contractor's policies regarding a drug-free workplace, local,

state and federal agencies, and to hold the Contractor harmless for any cost of deficiencies, fines or damages incurred because of its negligence or failure to take reasonable safety precautions or to comply with safety regulations.

Section 4. The Subcontractor shall employ a full time supervisor, equipped with a radio or mobile phone, on site with full authority to act as agent for subcontractor. The Subcontractor's supervisor must check in with Contractor's Site Operations Manager or designee prior to starting Work and at least 30 minutes prior to finishing Work each work day.

Section 5. The Subcontractor shall not employ any material supplier, subcontractor, architect, consultant, worker or supervisor whose employment on the building or project is reasonably objected to by the Contractor.

Section 6. The Subcontractor shall attend periodic progress meetings as required by the Contractor. Subcontractor shall regularly advise Contractor of its progress and ongoing ability to fully perform the Work and to maintain the Construction Schedule. Subcontractor agrees to pay Contractor the amount of \$500 for its failure to attend any scheduled progress meeting.

Section 7. The Subcontractor shall examine the work of the Contractor and any other subcontractor and report to the Contractor in writing any defects that would adversely affect Subcontractor's Work. If the Subcontractor does not so advise the Contractor in writing then it will be assumed it has fully accepted the work of others as being satisfactory for the installation or application of the Subcontractor's Work and is fully responsible for the satisfactory performance of the Work covered by this Agreement. The Subcontractor shall not interfere with the work being performed by the Contractor and other subcontractors and shall further perform its subcontract in such a manner that protects the work and/or materials being used by others. Any and all such damages or injuries sustained by the Contractor or others shall be charged back to the Subcontractor.

Section 8. The Subcontractor agrees that its shop drawings and submittals represent that all measurements and field construction criteria have been determined and regularly verified right up to the time of installation of its Work, and that it has checked and coordinated each shop drawing and submittal with the requirements of the Work and of the Contract Documents. Approval of drawings or other submittals by the Contractor or Owner shall not relieve Subcontractor of its obligations to perform the Work in strict accordance with the Contract Documents or its responsibility for proper matching of its Work to contiguous work.

Section 9. The Subcontractor shall be responsible for keeping its part of the job clean and orderly subject to the approval of the Contractor and Owner. Should it become necessary for the Contractor to perform cleanup work for the Subcontractor, the Contractor will deduct such expenses from any funds due to Subcontractor at the rate of \$50 per hour for a minimum of at least eight hours plus expenses.

Section 10. The Subcontractor shall upon request furnish Contractor with a list of major services, materials and equipment required for the Work, listing the service providers or suppliers and the dates of performance of or deliveries to the project location, as well as copies of purchase orders or sub-subcontracts to the Contractor. Subcontractor further warrants that it shall make full and proper payments for any and all of Subcontractor's obligations arising from Subcontractor's Work including but not limited to labor, services, materials, taxes (including sales or use taxes), insurance coverage, equipment, and permits.

Section 11. The Subcontractor shall prepare an Application for Payment, form AIA G701/G702 or equivalent, indicating the value of its Work properly installed through the end of each calendar month, unless otherwise specified, and shall submit such Application for Payment at least five (5) business days prior to the end of the period. To the extent that such Application for Payment is approved by Contractor, payment shall be made to the Subcontractor on Friday after 1:00 pm within five (5) business days following receipt of payment from Owner for the Contractor's monthly Application for Payment in which the Subcontractor's Application for Payment was incorporated. It is a condition precedent to Contractor's obligation to pay Subcontractor that Contractor shall have first received payment from the Owner. Subcontractor acknowledges that it relies on the credit of the Owner, not the Contractor, for payment of the Subcontractor's work. Should the Subcontractor's portion of the Contractor's application

be withheld or reduced for any reason, payment to the Subcontractor will be reduced accordingly. Retainage shall be withheld from each progress payment at the rate of 10%, unless otherwise specified, and released upon final payment. Approval and payment of Subcontractor's Application for Payment does not constitute or imply final acceptance of Subcontractor's Work by the Contractor or Owner. The Subcontractor is to use all monies received or to which it may be entitled to be paid by the Contractor as payment for labor, materials, or other expenses incurred in the performance of this Agreement. Contractor may offset against any sums due Subcontractor hereunder the amount of any obligations of the Subcontractor to the Contractor whether or not such obligation arises from this Agreement.

Section 12. Final payment to Subcontractor shall be made after the last of the following to occur: a) completion of the Work by Subcontractor; b) acceptance thereof by the Contractor and Owner; c) issuance of a Certificate of Occupancy by the governmental authority having jurisdiction over the project; d) final payment by Owner to Contractor; e) furnishing of evidence satisfactory to the Contractor that there are no claims obligations or liens outstanding or unsatisfied for labor or materials or other items contributing to the Work; f) submission of subcontract deliverables such as warranties or "as built" drawings; g) a general release by the Subcontractor in a form satisfactory to the Contractor and in favor of the Contractor and Owner; and h) authorization by Subcontractor's surety or other performance guarantor, for Contractor to release final payment to Subcontractor.

Section 13. The Subcontractor shall furnish upon request affidavits that its obligations pursuant to any part of the Work have been satisfied. Prior to any partial or final payment to the Subcontractor, a release of lien in conformance with F.S. 713.20 shall be furnished to the Contractor. Subcontractor shall indemnify and hold harmless Contractor from any and all claims, liens, or encumbrances on or against the project or the real property on which same is situated arising out of the failure of the Subcontractor to make payments of any kind. Without limiting the foregoing, Subcontractor shall cause any such liens or claims to be satisfied, removed or discharged by bond, payment or otherwise within five (5) business days from the date of filing or receipt as the case may be. The existence of any lien or claim shall preclude Subcontractor's right to receive future payment until such lien or claim has been removed. In the event it shall become necessary for the Contractor to employ an attorney to defend against any such claims, liens or encumbrances in any court, state or federal, the Subcontractor shall pay the cost and expenses incurred by the Contractor in the defense of such, whether or not such claims are just or unjust, including but not limited to a reasonable attorney's fee. At its discretion, the Contractor reserves the right to pay any obligations of the Subcontractor arising on this job. Such payments shall be applied and fully credited as payment of this Agreement.

Section 14. The Subcontractor may be directed to perform Extra Work by the Contractor for which Subcontractor may or may not be due additional compensation. In the event that the amount of such additional compensation, if due, is not agreed upon in advance, Subcontractor must submit a claim for additional compensation within five (5) business days following completion of any work it asserts is Extra Work. Subcontractor shall support its claim for additional compensation by providing Contractor with proof of its actual direct costs plus 10% for Overhead and 5% for Profit, provided such amounts are approved by the Contractor and the Owner. No claim for additional compensation will be considered unless written authorization was given by Contractor prior to execution of the Extra Work. For as long as the additional compensation is undetermined, it must be listed as a Potential Change Order on the Subcontractor's Application for Payment. Failure to advise Contractor prior to execution of Extra Work or failure to submit a full and proper claim within five (5) business days following completion of Extra Work or failure to list extra work as a Potential Change Order on Subcontractor's Application for Payment, shall constitute a waiver of Subcontractor's claim for additional compensation for such Extra Work.

Section 15. No payment or additional compensation of any kind shall be due to the Subcontractor for damages arising from hindrance or delay from any cause in the progress of the work, whether such delays were avoidable or unavoidable.

Section 16. In the event the Subcontractor shall fail to perform in accordance with this Agreement or if the interest of the Contractor becomes endangered by reason of the Subcontractor's failure to perform or if the Subcontractor shall become insolvent or if at any time the Subcontractor admits its inability to promptly satisfy any obligation arising from or affecting its ability to perform any requirement of this Agreement or if the Subcontractor should fail to carry forward and complete its Work as rapidly as the Contractor may judge necessary or its personnel refuse to work after having been requested by the

Contractor to proceed with the Work or changes thereto or should fail to comply with instructions of the Contractor or with applicable portions of laws, or should otherwise be guilty of a breach of contract, then the Contractor without prejudice to any other right of remedy and after giving the Subcontractor forty-eight (48) hours written notice of the Contractor's intention to do so may, at the Contractor's option either a) terminate the employment of the Subcontractor or b) take control of the Subcontractor's Work in whole or in part including taking possession of all materials and instruments thereon and complete the work as the Contractor may think best. The Subcontractor shall not be entitled to receive any further payments until the Work is completed and accepted. The Contractor shall be entitled to proceed and complete the Work as was required of the Subcontractor on the Contractor's own account or through another Subcontractor. If the unpaid balance under this subcontract shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services and all other expenses that may be necessary to complete this Agreement, the excess shall be paid to the Subcontractor. If such expense is greater than such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

Section 17. The Subcontractor shall warrant its Work and materials as free of defects in accordance with the Contract Documents and for at least twelve (12) months from the date of acceptance of the Work by the Contractor and Owner.

Section 18. The Subcontractor is bound to the Contractor by the same terms as the Contractor is to the Owner, with the exception of all payment provisions of this Agreement. In case of conflict between the provisions between the Owner and the Contractor and the provisions of this Agreement, the provision imposing the greater duty, obligation and responsibility on the Subcontractor shall govern in all respects.

Section 19. If Owner, with or without cause, shall terminate or suspend the Work, or fail to pay Contractor any sum due and payable, Contractor may order Subcontractor to stop or suspend work hereunder and Contractor shall be liable to Subcontractor for any such stoppage or suspension only if and to the extent that Owner shall be liable to Contractor therefore. Contractor will pay to Subcontractor the value of work that Subcontractor has completed before the work was stopped or suspended but only if and to the extent that Owner shall have paid Contractor for such work of Subcontractor. Contractor shall never under any circumstances or conditions be liable to Subcontractor to any greater extent that Owner is liable to Contractor.

Section 20. This Agreement supersedes all previous representations or agreements, either written or oral. Modifications to this Agreement must be in writing and executed by both Contractor and Subcontractor and Subcontractor may not transfer or assign this agreement, in part or whole, without the written consent of the Contractor. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor of any of the provisions of this Agreement shall not constitute a waiver of such provisions, and shall not affect or impair in any way Contractor's rights at any time to enforce said provisions or to avail itself of such remedies as it may have for any breach thereof. If any provision of this subcontract shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and shall be enforceable.

Section 21. The Subcontractor shall pay any and all costs and expenses incurred for the performance and enforcement of this Agreement by the Contractor. Any and all sums due the Subcontractor under this Agreement may be used by the Contractor in completing the performance of or enforcing the terms of this contract, including all cost and expenses incurred in the performance thereof including construction costs, attorneys' fees and expenses.

Section 22. In good faith, the parties shall endeavor to fully perform their respective contractual obligations and shall provide other reasonable notice and opportunity to cure any suspected or apparent lack of performance that might be considered a breach of the Agreement. In the event of controversy, the Subcontract shall be considered made in the state in which the Work is located and shall be construed in accordance with and governed by the laws of that state. Prior to litigation of any claims or disputes arising out of or in any manner related to this Agreement or the performance or lack of performance hereunder by Contractor or Subcontractor shall be preceded by mediation. In any event, Subcontractor hereby waives its rights to trial by jury.

Section 23. The Subcontractor shall fully defend, protect, indemnify and hold harmless Contractor, its officers, employees, agents, representatives or successors and assigns (the Indemnified Parties) from and against any and all claims, demands, actions or causes of action, and any and all liabilities, costs and expenses (including but not limited to attorneys' fees and expenses, incurred of defense of any Indemnified Party), damage or loss in connection therewith, which may be made or asserted by Subcontractor, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property, caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Subcontractor's performance of the Work under this Contract or any change order, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused or contributed to by the negligence, fault or strict liability of any Indemnified Party. Insurance providing coverage for this Indemnity provision shall be provided by the Subcontractor. The Subcontractor's liability shall not be limited to the insurance coverage required of the Subcontractor.

Section 24. The Subcontractor will maintain for the duration of this Agreement such insurance as will protect Subcontractor, the Contractor and the Owner at the limits and coverage required by Contractor or at greater limits and coverage as may be required by Owner. This insurance shall be from companies and in form and substance acceptable to Contractor. This insurance coverage shall be provided before commencing any Work and shall be for the life of this Agreement, which shall include all warranty periods.

Section 25. The Subcontractor agrees not to reveal any Confidential Information to any third party whatsoever except with the specific written prior authorization of Contractor and agrees to return upon request of Contractor any Confidential Information including documents, memoranda, notes and other writings in hardcopy or electronic format identified by Contractor as Confidential Information. The Subcontractor further agrees and guarantees that it shall not directly or indirectly interfere with, circumvent, or attempt to circumvent, avoid, by-pass, or obviate Contractor's interest with any of Contractor's business relationships.

Section 26. By acceptance and execution of this Agreement, Subcontractor warrants and represents that it has and shall maintain for the duration of the Agreement all necessary Credentials to fully perform in accordance with the Scope of Work and as itemized as follows.

This Subcontract Agreement has been executed by the parties to be effective on the date above.

Contractor:

Subcontractor:

NFC LLC

Desert Services

Date

Date



Project: **1730001 - Good Day Carwash - Gilbert**

Date: **01/08/2026**

Document: **1730001-001**

The following contract documents are hereby incorporated by reference. These documents may be viewed online and downloaded in their entirety at: <https://nfcllc.flex.redteam.com/planroom>

Enter Project Number **1730001 when accessing the online planroom.*

Name	Date	Author	Scope
------	------	--------	-------

- *There are No Plans and Specifications on File*

NFC LLC: _____

Subcontractor: _____