

Manager ☐
 Subcontractor ☒
 Superintendent ☐

ARCO Construction Holdings, Inc.c/o ARCO Construction Company

900 N. Rock Hill Rd,
 St. Louis, MO 63119
 Phone: (314) 963-0715, Fax:

SUBCONTRACT AGREEMENT

E & O Req'd: ☐ YES or ☒ NO

Job No:	525- KTEC - Phoenix	Proj. Mgr.:	Patrick Hagen
Subcontract No:	525-1007	Job Sup't:	Dan Grumich
Job Phone:		Sup't Cell:	314-536-3307
Job Fax:		Sup't Email:	dgrumich@arco1.com
Contractor's Accountant:	Rickilee Niemeyer rniemeyer@arco1.com	Job Location:	16741 W. Northern Avenue Litchfield Park, AZ 85340
Contractor License #:		Subcontractor License #:	
Invoice Email:		Sub License Holder:	
Subcontractor PM:	Jared Aiken Jared@desertservices.net	Sub Accountant:	Kendra Ash
Subcontractor:	DESERT SERVICES, LLC 800 N Mary Street Tempe, AZ 85281	Vendor #:	114690
		PM Firm#	114690
Subcontractor Phone:	480-513-8986		
Subcontractor Fax:		Date:	11/12/2025

CSI No:	Description:
01-3723-	Temporary Storm Water Pollution Control

This agreement ("Subcontract") is made and entered into between ARCO Construction Holdings, Inc.c/o ARCO Construction Company ("Contractor") and DESERT SERVICES, LLC ("Subcontractor") as of 11/12/2025 concerning the following project: 525- KTEC - Phoenix, Litchfield Park, AZ (the "Project"):

- (a) Project Description: 65,000 SF New tilt up building for truck assembly and paint + office space
- (b) Owner: Knapheide
- (c) Architect:
- (d) Location of Project: 16741 W. Northern Avenue
Litchfield Park, AZ 85340
- (e) SUBCONTRACT SUM: \$16,055.00 PH

TERMS & CONDITIONS**Article 1****SUBCONTRACTOR'S WORK & THE CONTRACT DOCUMENTS**

1.1 Subcontract Work: Subcontractor hereby agrees to perform and furnish all of the labor, services, and materials required for the construction and completion of Subcontractor's portion of the Project, as defined in, and in accordance with, the terms and conditions of this Subcontract and the terms, specifications, and conditions set forth in the Contract Documents identified in Section 1.2 herein ("Subcontract Work"). Any work performed by Subcontractor with respect to the Project before the date of this Subcontract shall also be governed by the terms of this Subcontract, notwithstanding the terms of any prior agreement.

1.2 Contract Documents: The "Contract Documents" shall mean and consist of this Subcontract and all exhibits and addenda now or subsequently attached hereto; the **List of Subcontractors, Suppliers, and Third-Party Financers** for the Subcontract Work, prepared by Subcontractor and approved by Contractor as set forth in the attached **Exhibit A**; the **Insurance Requirements and Sample Form of Certificate of Insurance** attached hereto as **Exhibit B**; the **Additional Safety Requirements** attached hereto as **Exhibit C**; the **Application for Payment Form** attached hereto as **Exhibit D**; the **Scope of Work**, including plans, drawings and specifications as to particular elements of the Project, attached hereto as, or as referenced in, **Exhibit E**; the **Drawing Log** attached hereto as **Exhibit F**; the **Lien Waiver Forms** attached hereto as **Exhibit G**; the state-specific Addendum, if any; all Change Orders and written modifications to this Subcontract executed after the date of this Subcontract by both Contractor and Subcontractor; and any bonds required to be furnished by Subcontractor pursuant hereto, all of which are incorporated herein by this reference. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. In the event of a conflict between Contract Documents or an internal conflict within a Contract Document, the better quality and greater quantity of work provided for shall govern in accordance with Contractor's interpretation and no adjustment shall be made to the Subcontract Sum as a result of such conflicts or interpretations. The terms of this Subcontract (including all exhibits) shall be deemed to supersede all other oral or written communications between Contractor and Subcontractor. Subcontractor is solely responsible for notifying Contractor in writing of all such deviations, and such deviations will only be deemed accepted by Contractor to the extent a Change Order is executed by Contractor incorporating the identified deviation from the Contract Documents. Should added labor, materials, services, or other elements not shown in the Contract Documents, but reasonably inferable from the Contract Documents, be necessary to complete Subcontract Work, Subcontractor will furnish the same without any change in the Subcontract Sum (as defined in Section 2.1 herein).

1.3 Performance of Subcontract Work: Subcontractor shall perform and complete the Subcontract Work in accordance with the following standards and requirements: (a) Subcontractor shall furnish efficient business administration and supervision, shall furnish at all times an adequate supply of workers, equipment, and materials, and shall perform the Subcontract Work in an expeditious and economical manner consistent with the requirements of this Subcontract; (b) the Subcontract Work shall be performed in a good and workmanlike manner, free of any and all liens and claims of any nature, including claims or liens of laborers, labor unions, suppliers, third-party financers, Subcontractor's subcontractors, etc.; (c) all equipment, materials, and labor to be furnished by Subcontractor shall conform strictly to the requirements of the Contract Documents, and all materials and equipment to be installed in the Project shall be new, unless otherwise specified, and of good quality; (d) Subcontractor shall be responsible for obtaining and shall pay for all necessary certificates, permits, inspections, and tests necessary for completing Subcontract Work on a timely basis, provided that Subcontractor shall not be responsible for obtaining or paying for the Project building permit; (e) Subcontract Work shall be completed at Subcontractor's expense in strict accordance with all applicable state, federal, and local laws, regulations, codes, and ordinances, including but not limited to the Occupational Safety and Health Act of 1970, as amended from time-to-time, all requirements set forth on Exhibit C, and all applicable environmental laws and regulations, as well as with Contractor's standards and requirements, to the extent more stringent; (f) Subcontractor shall furnish all scaffolding, tools and equipment (including equipment for hoisting) that may be necessary to do Subcontract Work properly and expeditiously; (g) Subcontractor will inspect the conditions at the Project which may impact Subcontract Work in order to confirm that the Project is in proper condition to receive the Subcontract Work, and shall immediately verbally report to Contractor and confirm in writing any non-conforming Project condition or any discrepancy or errors it discovers in the drawings, specifications, Project, or Subcontract Work; (h) the installation and/or construction of the Subcontract Work shall be deemed as Subcontractor's acceptance that conditions at the Project and the plans, specifications, and drawings are as they need to be for Subcontractor to perform the Subcontract Work; (i) Subcontractor assumes the risk of ascertaining proper dimensions for prefabrication, as well as the risk of installing any of Subcontract Work where there are on-site conditions or discrepancies or errors in the Contract Documents not caused by Subcontractor but which nevertheless are known or should be known by Subcontractor and which do or may adversely impact such installation; (j) Subcontractor shall remove from the Project site any employee or employees unsatisfactory to Contractor; (k) Subcontractor shall provide, and shall cause its subcontractors to provide, at all times when the Subcontract Work is being performed, at least one competent and well trained on-site supervisor acceptable to Contractor who is fluent in spoken and written English; such on-site supervisor(s) shall not be reassigned to a different project without Contractor's prior written consent; (l) Subcontractor shall pay when due for all supplies, fuel, equipment, machinery, repairs, transportation, material, labor, and insurance premiums of any kind or description, including workers' compensation insurance premiums, sales taxes, salaries, federal and state employment taxes, and any similar payroll taxes relating to employees of Subcontractor, union costs, and dues, including but not limited to required pension, health, and welfare fund contributions, and all other expenses whatsoever incurred in or as a result of, the performance of Subcontract Work; (m)

Subcontractor shall be solely responsible to contact all appropriate sources in order to accurately determine the location of all underground wiring, plumbing, utilities, telecommunications systems, and other similar items, and to have all such items clearly marked prior to commencement of any excavation (if applicable); (n) Subcontractor shall perform the Subcontract Work during normal working hours of normal working days unless otherwise specifically set forth in this Subcontract or directed by Contractor; (o) Subcontractor shall ensure the safety of all persons on the Project in the course of and with respect to Subcontractor's operations; (p) Subcontractor shall keep the Project free from accumulation of water, material, or rubbish caused by Subcontractor's operations; (q) Subcontractor and its employees and subcontractors shall be in compliance with all license and registration requirements imposed under applicable law; (r) Subcontractor and its employees and subcontractors shall not encroach upon property adjacent to the Project for storage of material, nor shall they be permitted on such adjacent properties without the permission of Contractor and such adjacent property owners; (s) Subcontractor shall repair at its expense any and all damage to adjacent property caused by the Subcontract Work, and shall indemnify and hold harmless Contractor from any liability or responsibility for any claims due to such damage or injury and shall defend any action brought by reason thereof at its cost; (t) Subcontractor shall update and supplement as necessary, the list of sub-subcontractors, suppliers, and third-party financiers listed on Exhibit A in order to ensure that Contractor always has complete and accurate information concerning the identity of who is supplying materials and/or labor and/or financing for the Project; (u) Subcontractor shall observe when established separate gates for entry into the Project site; and (v) Subcontractor shall exercise that level of expertise and experience that enables it at all times to perform the Subcontract Work with the diligence and care reasonably exercised by experienced and fully competent contractors within Subcontractor's trade and profession (if applicable) on similarly situated projects, including but not limited to properly and timely designing (if applicable) and constructing the Subcontract Work.

1.4 Time for Performance of Subcontract Work: Time is of the essence of this Subcontract in all respects, including but not limited to delivery, installation, erection, and otherwise. Subcontractor shall commence the Subcontract Work upon: ☒ full execution of this Subcontract, and/or ☒ Contractor's notice to proceed ("Commencement"), and shall proceed with sufficient labor and equipment continuously to complete the Subcontract Work within the Subcontract Completion Time, as updated from time-to-time by Contractor. Subcontractor hereby agrees to complete the Subcontract Work within the time period specified in the Subcontractor's Scope of Work ("Subcontract Completion Time"). Subcontractor shall adjust its scheduling from time-to-time as directed by Contractor, including performing certain parts of the Subcontract Work before other parts.

In the event the Subcontract Work is delayed due to the willful misconduct of Contractor, abnormal and unforeseeable weather, or any other cause which Contractor agrees is beyond the control of Subcontractor, and Subcontractor demonstrates in writing to the satisfaction of Contractor that such condition(s) prevented Subcontractor from performing critical-path Subcontract Work ("Delays," each a "Delay"), Subcontractor may request an extension of the Subcontract Completion Time. However, the Subcontract Completion Time shall not be extended for any reason, including Delays, unless each of the following absolute preconditions are fully and timely satisfied: (i) Subcontractor requests in writing from Contractor an extension of the Subcontract Completion Time, including a detailed explanation of the circumstances of the Delay and actions taken by Subcontractor to mitigate or overcome the effects of such Delay, no later than 3 business days after commencement of the Delay; and (ii) Contractor determines that such delay could not have been avoided, recovered, or mitigated by reasonable actions taken by Subcontractor; and (iii) Contractor receives, at a minimum, a corresponding extension of the Contract Time under the General Contract with the Owner (collectively, "Preconditions"). In no event will Contractor be obligated to extend the Subcontract Completion Time if any one or more of the Preconditions are not satisfied. Timely, (no later than 5 days after commencement of any such claimed Delay) complete, and accurate documentation shall be provided by Subcontractor to Contractor to substantiate any equitable claims by Subcontractor for reimbursement of damages incurred by Subcontractor solely due to a Delay. Subcontractor acknowledges its understanding that untimely, incomplete, or inaccurate submissions of claims for damages due to Delays may preclude Contractor from seeking reimbursement for such damages from Owner, and that if the Preconditions are not fully and timely satisfied, or Contractor is unable to recover such damages from Owner due to Subcontractor's failure to timely submit and substantiate any such claims for damages, Subcontractor shall be deemed to have waived any such claims. Except as otherwise set forth herein and agreed in a Change Order executed by both Subcontractor and Contractor, an extension of the Subcontract Completion Time shall be Subcontractor's sole and exclusive remedy for Delay.

1.5 Manufacturer's Warranties. Subcontractor hereby assigns to Contractor and Owner all manufacturer's warranties and guarantees for any and all equipment and fixtures to be installed at or attached to the Project site pursuant to this Subcontract. Upon final completion of the Subcontract Work, and before Contractor will be obligated to make final payment hereunder, Subcontractor shall deliver to Contractor: (i) originals or copies of all warranty and guarantee documents and all cut sheets and instructions and operating manuals of all equipment and fixtures; (ii) a final listing of serial numbers, if applicable, for all such equipment and fixtures along with the names and addresses of the manufacturers and suppliers of such equipment and fixtures; and (iii) final as-built drawings, if applicable, in hard-copy and electronic format.

1.6 Design-Build Elements: The parties acknowledge and agree that only if the Subcontract Work includes the furnishing of design elements (the "Design Elements"), will the terms of this Section 1.6 apply. Subcontractor shall provide Contractor with complete and detailed plans and specifications of the Design Elements (the "Design Plans and Specs") that are consistent with: (i) all applicable codes, laws, and regulations; (ii) the Contract Documents; (iii) that professional level of care applicable to members of the design profession furnishing design services as required by the Contract Documents ("Standard of Care"); and (iv) the performance and other specifications included in the bid instructions attached to the Subcontract ("Specifications"). All design work shall be performed only by qualified architects, engineers, and other design professionals duly licensed, as necessary, in the jurisdictions in which the Project is located. All Design Plans and Specs shall be stamped or sealed by a duly licensed or registered design professional, and, when approved by Contractor, shall become part of the Contract Documents. Modifications to the Design Plans

and Specs shall become Contract Documents when incorporated by Change Order into this Subcontract. Subcontractor will disclose the identity of any engineers or consultants that Subcontractor wishes to retain and will refrain from hiring anyone to whom Contractor has a reasonable objection. Subcontractor agrees that it shall correct any errors, omissions, or other defects in the Design Plans and Specs (either through revised drawings or through written or field modifications or clarifications, as appropriate) with the level of promptness required in order to comply with the Project Schedule, and at no additional cost to Contractor or Owner. However, Contractor shall not have a duty to discover such errors; Subcontractor shall remain solely responsible for producing Design Plans & Specs that are in compliance with the applicable Standard of Care, Specifications, and the Contract Documents. At no additional cost to Owner and Contractor, Subcontractor shall pay all royalties and license fees arising from the Design Plans and Specs and shall defend any suits or claims for infringement of patent rights or other intellectual property rights, and shall save Contractor and Owner harmless from loss on account thereof. Contractor's approval of Design Plans and Specs that do not comply with the Contract Documents shall not constitute approval of any changes from the Contract Documents unless such changes are specifically highlighted in the proposed Design Plans and Specs as changes.

Article 2 SUBCONTRACT SUM & PROGRESS PAYMENTS

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2.1 Subcontract Sum: Subject to the terms and conditions contained herein, and to the full and complete performance by Subcontractor as and when required hereunder, of its obligations as specified herein, Contractor shall pay the sum of \$16,055.00. It is understood and agreed that the Subcontract Sum is a lump sum amount and is not subject to increase under any circumstances unless both Contractor and Subcontractor execute a change order increasing the Subcontract Sum (a "Change Order").

2.2 Required Submittals for Payments: Subcontractor shall not be entitled to any payment for the Subcontract Work unless and until the following are submitted to Contractor on or before the 25th of the calendar month:

- a) Application for Payment: Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Oracle Textura Payment Management (TPM) system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of TPM. If directed not to use TPM, Subcontractor shall utilize the Application for Payment, to be based upon the schedule of values (shown on Exhibit A), either in the format shown on Exhibit D, and attaching AIA Form G703, or as may be otherwise specified by Contractor. Subcontractor shall list all material suppliers, subcontractors, and third-party financiers (including any party entitled to take assignment of Subcontractor's accounts receivable or to whom Subcontractor's invoices will be assigned) for the purchase of materials, regardless of whether such material supplier, subcontractor, or third-party financier is due payment under the current Application for Payment. Failure to make such disclosure shall be a material breach of this Subcontract and, in the event Contractor discovers that Subcontractor has not made all such disclosures, Contractor shall be entitled to withhold all or part of any payment otherwise due Subcontractor as a result of such failure until Subcontractor has provided reasonable proof (i) that all required disclosures have been made, and (ii) that no third party is entitled to payment of any withheld amounts.
- b) Lien Waivers: Subcontractor shall furnish unconditional lien waivers from itself and each of its subcontractors, third-party financiers (including factoring companies or other entities entitled to payment of amounts due hereunder), suppliers, including suppliers for material, equipment, and labor, before progress or final payments are due to Subcontractor. Lien waivers provided by Subcontractor and its subcontractors, third-party financiers, and suppliers shall be in the form attached hereto as Exhibit G, or as TPM, Contractor, Owner, or any lender or title company may otherwise require. Upon Contractor's request or if required by the General Contract, Subcontractor shall furnish conditional lien waivers with and for the payment sought in the Application for Payment.
- c) Other Documents: Contractor may require other documents, in which case Subcontractor shall furnish invoices, statements, and other documentation requested by Contractor in order to substantiate the amounts claimed due in any Application for Payment.
- d) Final Payment: Prior to final payment hereunder, Subcontractor shall deliver all items specified in Section 1.5 herein in addition to all other requirements hereunder, including completion of all punch list items in accordance with all Subcontract requirements.

2.3 Joint Checks: Contractor reserves the right to issue joint checks to Subcontractor and its subcontractors, suppliers, and third-party financiers or to pay such subcontractors, suppliers, and third-party financiers directly, but this shall not obligate Contractor to see to the proper disposition or application of any money advanced to or on behalf of Subcontractor. If Subcontractor fails to certify in writing all amounts due to any of its lower tier subcontractors, suppliers, or third-party financiers within 5 days after Contractor's request for such confirmation, Contractor shall have the right to rely on such lower tier's certification of the amount due it, and upon payment of such amount directly or via joint check, Subcontractor hereby agrees that the Subcontract Sum shall be reduced accordingly, without further agreement of Subcontractor required. Notwithstanding anything herein to the contrary, Contractor shall be entitled to reasonably rely on communications received from third party financing companies or factoring companies and any payments made by Contractor directly to such companies shall be deemed to have been made to Subcontractor hereunder.

2.4 Processing of Payment: Following timely submittal of an Application for Payment, with all other documents as required hereunder or as requested by Contractor, Contractor will begin processing such Application for Payment. Processing and payment may be delayed to the following month to the extent that any Application for Payment from Subcontractor is received by Contractor in an incomplete form, without required

documentation (including but not limited to required insurance), and/or later than the 25th of the prior month. To the extent enforceable under applicable law, Contractor's obligation to pay Subcontractor is expressly contingent upon, and subject to, receipt of payment for the Subcontract Work by Contractor from Owner.

2.5 Retention: Contractor shall retain 10.00% of each payment otherwise due Subcontractor until the later to occur of (i) Contractor's acceptance of the Subcontract Work; and (ii) Contractor is paid its retention withheld by Owner for Contractor's Work. The retention shall be due within 15 days thereafter, or as otherwise required under applicable state law, upon a separate billing by Subcontractor, after satisfaction of the foregoing conditions in (i) and (ii), and satisfaction of all obligations of Subcontractor in Section 2.2 herein.

2.6 Right to Withhold Payment & Other Remedies: Contractor shall be entitled, upon notice to Subcontractor, to terminate this Subcontract, reduce or eliminate all or any element of the Subcontract Work (with a corresponding reduction in the Subcontract Sum), withhold payment of all or any part of an Application for Payment or nullify all or any part of a previous Application for Payment, and withhold, deduct, and/or offset any direct and indirect costs incurred by Contractor from any amounts otherwise due from Contractor to Subcontractor that Contractor reasonably deems necessary to protect the interests of Contractor and/or Owner, on account of defective work, default by Subcontractor under this Subcontract, completing, correcting or accelerating the Subcontract Work, third-party claims arising out of the performance of the Subcontract Work or, or, to the fullest extent permitted by law, under any other agreement between Subcontractor and Contractor or Contractor's affiliates. Grounds for exercising Contractor's remedies hereunder include but are not limited to liens and claims arising out of the Subcontract Work or reasonable evidence indicating the probable filing thereof, reasonable evidence that the Subcontract Work will not be completed within the Subcontract Completion Time, Owner's objection to the payment of Subcontractor, the bankruptcy or insolvency of Subcontractor, defective work, third-party claims arising out of the performance of the Subcontract Work, delays or damage to other contractors' work, Subcontractor's failure to provide sufficient manpower to maintain the required progress of the Subcontract Work, or any other reasonable cause. In addition to withholding payment, Contractor shall have the right to exercise any other remedy available hereunder, at law, or in equity, including but not limited to (i) requiring Subcontractor to remove and/or replace any defective materials or work upon notice from Contractor at Subcontractor's sole cost and expense, (ii) removing Subcontractor from the Project, (iii) taking possession of all materials at the job site for purposes of completing the Subcontract Work, (iv) requiring Subcontractor, at Subcontractor's sole costs, to add extra manpower or furnish overtime labor in order to comply with the requirements of the Project Schedule, and (v) supplementing Subcontractor's crew with additional manpower at Subcontractor's sole cost; all without any increase in the Subcontract Sum. While Contractor has the right to execute the foregoing remedies, Contractor does not have the obligation to do so, and Contractor's failure to exercise one of more of its remedies shall not be construed as a waiver by Contractor of its right to do so.

2.7 Taxes and assessments: Subcontractor hereby certifies that the Subcontract Sum includes all sales, use, consumer, franchise, excise, and other taxes, and is not subject to any addition or increase on account of such taxes or assessments now or hereafter levied. Subcontractor agrees that it shall be exclusively responsible for the payment of any such additional taxes or assessments.

2.8 Changes: No change in the Subcontract Work, whether by way of alteration or addition to the Subcontract Work, shall be the basis for any increase to the Subcontract Sum or change in the Subcontract Completion Time, unless and until such alteration or addition has been authorized in writing by Contractor or by Change Order executed by Contractor and Subcontractor. Notwithstanding anything contained in the Contract Documents to the contrary, Contractor may reduce or adjust the scope of the Subcontract Work (with corresponding adjustment in Subcontract Sum) by written directive or terminate the Subcontract, at any time for any reason, without liability for any lost profits or other damages, except that Contractor shall pay Subcontractor for all authorized, accepted, and completed Subcontract Work through and including the date of such termination. For any change directed or proposed by Contractor, Subcontractor's acceptance shall be deemed given, unless Subcontractor delivers to Contractor an itemization of any of the terms with which Subcontractor is not in agreement, the reasons for such disagreement, and Subcontractor's proposed modifications to the Change Order or change directive issued by Contractor, NO LATER THAN 7 CALENDAR DAYS after issuance of the Change Order or change directive by Contractor. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alteration of the Subcontract Work, nor claim that the Owner or Contractor has been unjustly enriched by the alteration of the Subcontract Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to increase the Subcontract Sum or change the Subcontract Completion Time. A Change Order signed by Subcontractor shall indicate Subcontractor's agreement therewith, including the adjustment in the Subcontract Sum or Subcontract Completion Time, as the complete and final compensation for all costs or claims incurred as a consequence of the Change Order.

Subcontractor acknowledges and agrees that Contractor and Owner have relied upon Subcontractor's agreements in this Subcontract in finalizing budgets and schedule, and that Subcontractor shall not be entitled to any increase in the Subcontract Sum or Subcontract Time except to the extent expressly provided in this Section 2.8, and: (i) Owner also agrees to increase the Contract Sum and/or Contract Time under the General Contract in connection with such change; and (ii) Subcontractor submits a timely request for change in strict accordance with the requirements of this Subcontract. If for any reason Subcontractor believes that it is entitled to a change in the Subcontract Sum or Subcontract Time, Subcontractor shall submit any such request for Change Order NO LATER THAN 3 BUSINESS DAYS after the cause for such proposed change first arises and prior to any additional work being performed. A timely request for a Change shall be accompanied by a detailed statement of the conditions giving rise to such a claim, and back-up that fully substantiates such claim. Field or work tickets or any other documents signed or claimed to be signed by Contractor's Superintendent or other field representative shall not be construed as acceptance of any proposed change or as evidence of quantities

or quality of materials or work performed. Compliance with the requirements set forth in this Section 2.8 shall not entitle Subcontractor to a Change Order if the substance of Subcontractor's claim would not otherwise entitle Subcontractor to the change. In no event will Subcontractor be entitled to any changes in the Subcontract Sum or Subcontract Time if Subcontractor is otherwise in breach of any part of its obligations under this Subcontract. TIME IS OF THE ESSENCE with respect to all matters relating to claims for changes, Change Orders, and change directives. Except as otherwise directed by Contractor in writing, Subcontractor shall continue performance of the Subcontract Work notwithstanding any disagreement concerning proposed changes.

If timely notice is not given by Subcontractor as and when required under this Section 2.8, or is not backed up with verifiable documentary evidence supporting such claim, such failure shall be deemed fatal to any such claim and Subcontractor shall be deemed to have waived any such claim.

Article 3 INSURANCE & BONDS

Subcontractor shall furnish the insurance and evidence of such insurance as may be required by Contractor or Owner, the minimum of which shall be as set forth on Exhibit B. Subcontractor agrees to obligate its subcontractors, if any, to maintain the same types, levels, and terms of insurance coverage as required of Subcontractor, including but not limited to the waiver of subrogation in favor of Contractor and Owner, and Subcontractor shall indemnify and hold harmless Contractor and Owner for all damages and losses, should it fail to do so. Subcontractor shall furnish a certificate of insurance acceptable in form and substance to Contractor that establishes Subcontractor's compliance with the requirements of Exhibit B.

Acceptance of such certificate shall not serve as a waiver of any requirement in Exhibit B. Subcontractor shall submit the certificate together with copies of the required Additional Insured endorsements to Contractor, or if applicable, on-line to a third-party administrator designated in writing by Contractor, before Subcontractor starts the Subcontract Work. Notwithstanding any other provision, Contractor shall have no obligation to make any payment to Subcontractor until Contractor has received such certificates, including any required updates. If required by Contractor, Subcontractor shall furnish a performance and/or payment bond at Subcontractor's expense. In the event of a conflict between the requirements of Exhibit B and any other exhibit, the requirements of Exhibit B shall control. Within 7 days of any request by Contractor, Subcontractor shall furnish to Contractor full and complete copies of any policy of insurance, including all endorsements, identified in Exhibit B of this Subcontract. Subcontractor agrees that Contractor may obtain a copy of such policies of insurance directly from the agent or broker identified in any Certificate of Insurance.

Article 4 MISCELLANEOUS

4.1 The parties acknowledge and agree that Subcontractor is an independent contractor within the purview of the Internal Revenue Code, the Federal Social Security Act, and any and all equivalent state or local laws, as well as any and all unemployment insurance and worker's compensation laws, both state and federal, and is solely responsible to the state and federal governments for all payroll taxes, deductions, withholdings, and contributions under such laws. The parties further acknowledge and agree that Subcontractor is solely responsible for assessments for unemployment insurance, retirement benefits, union pension and health and welfare funds, annuities, disability benefits, or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Subcontractor and its subcontractors on the Subcontract Work under this Subcontract.

In addition to the foregoing, Subcontractor acknowledges and agrees that it is responsible to ensure that all wages, salaries, and benefits (including without limitation direct payments of dues and benefits to applicable unions and union trust funds) of its employees, vendors, suppliers, contractors, and consultants are properly and timely paid. Subcontractor shall strictly comply with all applicable prompt payment and wage theft prevention laws and shall submit to Contractor any documentation requested by Contractor, Owner, or any authority having jurisdiction over the Project to demonstrate Subcontractor's compliance therewith, including, without limitation, evidence satisfactory to Contractor that Subcontractor has properly paid all amounts due its employees, vendors, suppliers, contractors, and/or consultants up through the date of Subcontractor's current Application for Payment. Contractor shall have the right, with reasonable prior notice, to audit Subcontractor's books and records relating to the Project during regular business hours if Contractor has a reasonable concern that any such amounts have not been properly paid by Subcontractor and, further, may request, and Subcontractor shall promptly provide, copies of documents evidencing that such payments are properly and timely made, including confirmatory letters from unions and union trust funds, records of ACH transfers, copies of checks, and certified payrolls. Without limiting the generality of the foregoing, Subcontractor acknowledges and agrees that Contractor's release of retainage to Subcontractor shall, to the extent permitted by law, be conditioned upon Subcontractor furnishing evidence satisfactory to Contractor demonstrating that Subcontractor and its subcontractors have paid their employees, vendors, suppliers, contractors, and consultants all amounts due (including without limitation direct payments of dues and benefits to applicable unions and union trust funds).

Subcontractor shall indemnify, hold harmless, and defend the Indemnified Parties (as defined in Section 4.7 below) from and against any and all demands, claims, suits, and causes of action, liability, costs, and direct, incidental and consequential damages, and costs to satisfy any settlements and judgments arising out of or in connection with any failure by Subcontractor to comply with the terms of this Section 4.1.

4.2 Contractor has a general contract ("General Contract") with Owner concerning the Project, which may include plans, drawings, specifications, and other details and documents incorporated into such General Contract. Subcontractor agrees that Subcontractor is fully bound by and is familiar with those terms and provisions of the General Contract that pertain to the Subcontract Work. Subcontractor hereby expressly assumes and promises to perform for the benefit of Contractor, Owner, and Owner's lenders (as their interests may appear), all of the obligations undertaken by Contractor toward the Owner in the General Contract, to the extent relevant to the Subcontract Work.

4.3 Subcontractor may not assign this Subcontract or any amounts due under this Subcontract without the prior written consent of Contractor. For the avoidance of doubt, this restriction on assignment shall expressly include any assignment or other transfer of invoices or the right to receive payment due hereunder to a third party financing company, factoring company, or similar. Any such assignment without Contractor's prior written consent shall be null and void and the Subcontract shall be unenforceable by such assignee against Contractor. Subcontractor agrees that Contractor may assign this Subcontract in the event it is required to do so under its General Contract, without further consent or agreement by Subcontractor.

4.4 Subcontractor shall not install, use, generate, store, dispose of, or treat on or about the Project any Hazardous Substance (as defined below) other than those Hazardous Substances commonly required in the industry for the performance of the Subcontract Work and required under the Contract Documents. Any Hazardous Substance associated with the Subcontract Work must be stored, used, and disposed of in accordance with all applicable environmental laws and regulations and Subcontractor must provide the appropriate Material Safety Data Sheets to Contractor prior to commencement of the Subcontract Work. As used in this Subcontract, "Hazardous Substance" means any hazardous, toxic, or radioactive substance, material, waste, pollutant, or contaminant as defined, listed, or regulated by any federal, state, or local law, regulation, or order, or as specified in the General Contract. If any portion of the Subcontract Work requires the removal and disposal of any preexisting Hazardous Substance, including without limitation creosote treated wood, Subcontractor shall comply with all federal, state, and local laws, ordinances, and regulations relating to the disposal of such Hazardous Substance, and shall exercise extra care in site clean-up each day during the removal and disposal of such Hazardous Substance.

4.5 Subcontractor guarantees (the "Warranty") that the Subcontract Work, when completed, will be completed in accordance with the Contract Documents and that the Subcontract Work will be free from any defects or deficiencies, including but not limited to defects or deficiencies resulting from materials, construction or workmanship, or improper design by Subcontractor ("Defect"). In the event a Defect is found to exist in violation of this Warranty within 1 year following the date of final acceptance of the Subcontract Work of the General Contract by the Owner, or other longer period of time as may be required by law or equity, the Contract Documents or General Contract (the "Callback Period"), then Subcontractor shall, at its sole expense, promptly repair and/or replace non-conforming work or materials ("Corrective Action") and any other part of the Project damaged in connection therewith, and shall pay all costs and expenses incurred by Owner or Contractor in connection with such Defect and Corrective Action. Following any Corrective Action, Subcontractor shall, for an additional 1-year period thereafter, have a duty to repair or replace such corrective Subcontract Work. If Subcontractor fails to commence and complete Corrective Action within a reasonable time (not to exceed 10 days) after notice from Contractor, then Contractor shall have the right to correct such Defect and Subcontractor shall be liable to Contractor for all direct, indirect, special, consequential and other damages, including lost profits and revenue, incurred due to or in connection with such Defect and the curing of such Defect. Any special, extended, or other warranties given by Contractor to the Owner in the General Contract that pertain to the Subcontract Work are hereby expressly assumed and undertaken by Subcontractor. Nothing in this Section is intended to limit any manufacturer's warranty which provides Owner or Contractor with greater warranty rights than set forth in this Section or the Contract Documents. Establishment of the Callback Period for correction of Subcontract Work relates only to the specific obligation of Subcontractor to correct the Subcontract Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may sought to be enforced, nor to the time within which proceedings may be commenced to establish Subcontractor's liability with respect to Subcontractor's obligations other than specifically to take Corrective Action.

4.6 During any period in which any dispute is outstanding between Contractor and Subcontractor, Subcontractor shall continue to perform the Subcontract Work and otherwise comply with the Subcontract, and Contractor shall pay undisputed amounts otherwise due Subcontractor hereunder.

4.7 To the fullest extent permitted by law, Subcontractor hereby agrees to indemnify, defend, and hold Contractor, Owner, any lender with a security interest in the Project, and each of their respective affiliates, subsidiaries, members, managers, partners, agents, representatives, insurers, trustees, directors, officers, shareholders, and employees, and each of them (collectively, "Indemnified Parties") harmless from and against any and all demands, claims, suits, and causes of action, liability, costs, and direct, incidental and consequential damages, and costs to satisfy any settlements and judgments arising out of or in connection with the Subcontract Work ("Claims," each individually a "Claim"), including without limitation court costs, arbitration fees and costs, arbitrator fees, and attorneys' fees whether arising at law or equity, in connection with or arising out of the performance of the Subcontract Work by Subcontractor or any of its employees, subcontractors, suppliers, or anyone else for whom Subcontractor is responsible ("Subcontractor Parties," each a "Subcontractor Party"), including but not limited to: (i) any breach by Subcontractor of this Subcontract; (ii) any liens or other encumbrances on Contractor's or Owner's property or the Project, arising out of the Subcontract Work and any failure by Subcontractor or Subcontractor Parties to pay any of its agents, employees, subcontractors, suppliers, or third-party financiers; or (iii)

property damage or destruction (including loss of use resulting therefrom), bodily injury, sickness, disease, or death arising out of or in connection with the Subcontract Work or any action or inaction by Subcontractor or Subcontractor Parties. Notwithstanding anything contained herein to the contrary: (a) Subcontractor shall be liable for Claims in connection with consequential damages only to the extent arising out of or in connection with the Subcontract Work and to the extent Contractor is held liable for such damages by Owner or a third party; (b) Subcontractor's duty to defend shall not apply with respect to Claims that arise exclusively from the performance of professional services that are insured only through Subcontractor's professional liability insurance policy; and (c) whenever a duty to defend applies as to any Claim, such duty shall be triggered when any one or more of the Indemnified Parties tenders their defense to Subcontractor or its insurer.

In claims against any person or entity indemnified under this Section 4.7 by an employee of Subcontractor or Subcontractor Party, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligations under Section 4.7 and Subcontractor's exposure to contribution damages, if any, shall not be capped, limited or reduced in any way, by case-law or by any limitation on the amount or type of damages, compensation, or benefits paid or payable by or for Subcontractor under workers' or workmen's compensation acts, disability benefits acts, or other employee benefit acts.

4.8 MEDIATION & ARBITRATION OF DISPUTES IS REQUIRED

a) Except as set forth in Section 4.8(e) below, any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, shall be finally resolved by non-binding mediation or by arbitration in accordance with the requirements of this Section 4.8. Notwithstanding any provision in this Subcontract regarding applicable substantive law, any arbitration shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). Nothing in this Section 4.8 shall prohibit Subcontractor from taking the necessary actions to perfect its mechanic's lien rights or payment bond rights, but the parties agree that any judicial action on the lien or bond shall be promptly stayed pending a determination on the underlying facts by the arbitrator, and by execution of this Subcontract, the parties expressly consent to the immediate stay of any judicial proceeding in order to permit arbitration to proceed. Except as required for any party to preserve statutory lien rights, mediation and if necessary, arbitration, shall be a precondition to any litigation.

b) Upon written application of Contractor or Subcontractor, the parties shall mediate claims and disputes prior to arbitration. Any mediation or arbitration shall be administered by the American Arbitration Association ("Administrator") pursuant to its Construction Industry Arbitration Rules and Mediation Procedures currently in effect at the time of the proceeding, adjusted as set forth below ("Rules"). If the American Arbitration Association is not available or is unable to accommodate the agreed upon conditions for mediation and arbitration as set forth in this Section 4.8, the Administrator shall be JAMS and the Rules will be its Engineering and Construction Arbitration Rules & Procedures. The parties agree that, regardless of whether the Administrator is the American Arbitration Association, JAMS, or any other third-party administrator, the Rules shall be adjusted as follows: (i) the claiming party shall file a written demand for mediation or arbitration of the dispute with the Administrator, with a copy sent concurrently to the other party, (ii) any mediation or arbitration shall be held in the City or County of St. Louis, MO, (iii) the arbitrator shall decide the dispute in accordance with the laws of the state where the Project is located, (iv) the mediator or, except as set forth in Section 4.8(c) below, the arbitrator, shall be chosen pursuant to the Rules from a list of experienced construction lawyers located within a 100 mile radius of St. Louis County, Missouri; and (v) the mediation shall be completed within 60 days, and arbitration within 120 days, after written demand for mediation or arbitration is made, unless otherwise agreed to by the parties or otherwise ordered by the mediator or arbitrator. Subject to the terms of Section 4.8(f) hereof, the agreements to mediate and arbitrate apply and extend to disputes between Contractor and Subcontractor which also include third parties.

c) To provide for expedited dispute resolution through mediation, by no later than 14 days prior to the mediation, the parties shall serve upon the mediator and each other a written position statement with exhibits, outlining and supporting their respective claims and defenses. By no later than 3 days prior to the mediation, the parties shall serve upon the mediator and each other a response to each other's written position statement. If the matter is not resolved after 8 hours of actual mediation time conducted in a single day or after the mediator declares an impasse prior to 8 hours of actual mediation time, each party shall promptly submit one last, best, and final offer and demand in writing (the "Last Offers," each a "Last Offer") to the mediator before adjourning the mediation. The mediator shall disclose to the parties the amounts and details of said Last Offers, each of which shall be accepted or rejected in a writing directed to the mediator within 2 hours of transmission of said Last Offer. Failure to respond to a Last Offer within 2 hours shall conclusively be deemed a rejection of said Last Offer.

(i) If the difference in the amounts claimed by the parties at the commencement of mediation, at any time during mediation, or following the disclosure of Last Offers is Five Hundred Thousand Dollars (\$500,000.00) or less, the mediator shall immediately assume the role of an arbitrator. The arbitrator shall not consider any item of evidence which was neither produced by the parties in their respective statements of position nor disclosed to the other in the course of the mediation, all as determined by the arbitrator. Within 15 days of having received the Last Offers, the arbitrator shall issue an award which shall adopt one and only one of said Last Offers, without modification or amendment. In the event any party fails to submit a Last Offer as contemplated by this Section 4.8, the parties expressly agree that such failure shall not affect the arbitrator's ability to enter an award adopting another party's Last Offer. By execution of this Subcontract, Contractor and Subcontractor specifically consent to the conversion of the mediator to an arbitrator as contemplated herein.

d) If Section 4.8(c)(i) hereof does not apply, the mediator shall not become the arbitrator, and instead either party may submit the dispute to arbitration, which shall be administered by the Administrator pursuant to the Rules. The award of the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

e) In any proceeding other than mediation (including the arbitration proceedings contemplated by Sections 4.8(c) and 4.8(d) hereof, as well as any litigation between the parties), the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. The parties agree that the "prevailing party" shall be determined by reviewing the claims resolved at arbitration, considering the quantum of the claims being prosecuted and defended, and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages and comparing same with the amounts that the party paying damages saved (i.e., the damages actually awarded versus those that were claimed). By way of example and not limitation, if Contractor is deemed the prevailing party (including but not limited to by the arbitrator's selection of Contractor's Last Offer under Section 4.8(c)), Subcontractor shall be responsible for payment of Contractor's reasonable attorneys' fees, together with all other fees and costs associated with any lien proceeding, including but not limited to any bond premium and recording costs paid by Contractor with respect to any release-of-lien bond filing.

f) Notwithstanding anything to the contrary in this Section 4.8, if Subcontractor is joined or named by Contractor in any judicial proceeding, arbitration or mediation involving the Subcontract Work, or in connection with the Project otherwise ("Other Proceeding"), then Contractor and Subcontractor agree that such Other Proceeding shall preclude any proceeding under Sections 4.8(a) through (e) concerning all claims and/or counterclaims related to the Other Proceeding. To the extent the dispute resolution provisions of the General Contract are different than the foregoing provisions, then at Contractor's option (whether or not there is a current Other Proceeding), which may be exercised at any time, such differing dispute resolution provisions shall be deemed incorporated herein, and Subcontractor agrees to comply with such provisions (if invoked by Contractor) and to participate in and be fully bound by such differing dispute resolution provisions. IF ANY CLAIM HEREUNDER IS LITIGATED FOR ANY REASON, CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE TO WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL AND INSTEAD HAVE SUCH CLAIM HEARD BY A JUDGE.

4.9 Models are not Contract Documents. To the extent that any models or electronic files are provided to Subcontractor, they are, except as otherwise provided in the Contract Documents, provided for reference purposes only, with the understanding that Subcontractor shall have an affirmative duty to verify that such models and electronic files have not been corrupted and are accurate and up-to-date. Subcontractor acknowledges that it is possible that models and electronic files may be inaccurate, and therefore may not be relied upon. All persons consulting or reviewing models and electronic files should direct any questions about same to Contractor, in writing, for review and resolution.

4.10 If any provision of this Subcontract is found to be unenforceable or invalid in its entirety, such provision will be severed from this Subcontract, but will not affect the enforceability or validity of any other term or condition.

4.11 This Subcontract may be executed in any number of counterparts, each of which will, for all purposes, be deemed an original, and all of which are identical. The electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as the delivery of an original if sent to the correct email address. At the request of either party, the parties will confirm electronic transmitted signatures by signing an original document. All of Subcontractor's obligations hereunder shall apply to all or any part of the Subcontract Work performed before and after full execution of the Subcontract.

4.12 CONFIDENTIALITY: Confidential Information shall be deemed to include: (a) any information concerning Contractor or the Owner (whether prepared by the Owner, Contractor, their advisors or otherwise), including, without limitation, information regarding assets, tangible and intangible, owned, leased or licensed, which is furnished to Subcontractor by or on behalf of Contractor or Owner; (b) this Agreement; (c) the fact that the parties have had, are having, or may have discussions concerning the Project; (d) any negotiations that may occur between Contractor and Subcontractor; (e) the content of all plans, specifications, design concepts, design criteria mock-ups, site-specific geotechnical, and/or other information related to the Project and/or the Project site; (f) the content of any resulting Bid from Subcontractor, including the individual elements of such Bid; and (g) any notes, copies, reports, analyses, forecasts, compilations, studies, presentations, interpretations, or other documents prepared by or for Subcontractor that contain or reflect, in whole or in part, the information or materials furnished to Subcontractor pursuant to this Agreement. The term "Confidential Information" does not include any information that is in the public domain. The burden of proving that information falls within (a) through (g) shall rest with Subcontractor. Subcontractor shall use the Confidential Information solely for the purpose of furnishing the Subcontract Work in connection with the Project and shall not use the Confidential Information for any other purpose. Subcontractor shall treat and safeguard all Confidential Information as strictly private and confidential, and Subcontractor shall take all steps reasonably necessary to preserve such confidentiality. Except as specifically provided in this Agreement, Subcontractor shall not disclose any Confidential Information to any person.

4.13 NON-DISPARAGEMENT: Neither Subcontractor nor any of its employees, officers, directors, or agents will at any time during or subsequent to performance of Subcontract Work on the Project, make any statements or take any actions which could reasonably be expected to damage the reputation or business of Contractor, including but not limited to: any action or statement which may induce any customer, prospective customer, vendor, subcontractor, or supplier to cease doing business with Contractor; any action or statement which may induce any independent contractor or employee to cease employment or engagement of services with Contractor; or any other disparaging statement or action regarding the business operations of Contractor. Nothing contained in this Section 4.13 shall be deemed to preclude Subcontractor from participating in good

faith in any dispute resolution proceeding or from responding to lawful court orders. Contractor shall have all legal and equitable remedies available to enforce Subcontractor’s obligations under this Section 4.13, including but not limited to seeking injunctive relief.

4.14 Designated Persons. Subcontractor represents and warrants to Contractor that Subcontractor is not and shall not be, and, no person or entity (“Person”) who owns a controlling interest in Subcontractor, or is an employee, agent, or contractor of such Party is or shall be, at any time now or in the future: (1) listed on the Specially Designated Nationals and Blocked Persons List (the “SDN List”) maintained by the Office of Foreign Assets Control (“OFAC”), Department of the Treasury; or (2) listed on any other list included in the Consolidated Screening List maintained by the International Trade Administration (<https://www.trade.gov/data-visualization/csl-search>). Subcontractor also shall require and shall take reasonable measures to ensure compliance with the requirement that no Person who owns any other direct interest in Subcontractor is or shall be listed on any of the Lists or is or shall be a Designated Person. This Section shall not apply to any Person to the extent that such Person’s interest in either Party is through a U.S. publicly-traded entity. Furthermore, Subcontractor has obtained, or will obtain, representations from its subcontractors, vendors and agents affirming that they are not on any of the Lists and are not owned or controlled by anyone on the Lists. Subcontractor shall defend, indemnify and hold harmless the Contractor and Owner to the extent that Subcontractor’s representations in this paragraph are determined to be false.

4.15 This Subcontract is a full and complete expression of the parties’ agreement and there are no other terms and conditions except as expressly set forth herein. The agreement of the parties hereto may not be modified or amended except by a written agreement signed by a duly authorized agent of both parties hereto.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the date stated above.

DESERT SERVICES, LLC

by: _____
Subcontractor Date

Contract Manager

Title

ARCO Construction Holdings, Inc.

by: _____
Contractor Date

Title

Arizona Subcontract Addendum

To the extent that the terms of this Addendum conflict with the terms of the Subcontract, the terms of this Addendum shall govern. Except as modified herein, the terms of the Subcontract shall remain in full force and effect. Notwithstanding anything contained in the Subcontract to the contrary, Contractor and Subcontractor hereby agree that payment for the Work to Contractor from Owner is the sole source of funds for payment to Subcontractor and is a condition precedent to Contractor's payment to Subcontractor. Contractor and Subcontractor acknowledge and agree that Subcontractor is sharing with Contractor the assumption of risk for Owner's failure to pay Contractor amounts due for Subcontractor's work, including Owner's insolvency.

EXHIBIT B

INSURANCE REQUIREMENTS

Subcontractor's and its subcontractors' insurance shall be purchased from companies lawfully authorized to do business in the jurisdiction in which the Project is located with a current A.M. Best's rating of not less than "A-", that are acceptable to Contractor, and shall be written for the minimum types and limits below and shall be maintained, at their expense, for the life of this Subcontract, except as otherwise provided herein.

Before Subcontractor starts the Subcontract Work, Subcontractor shall submit the certificate of insurance together with additional information requested, including copies of endorsements to Contractor or, if requested, to a third-party administrator designated in writing by Contractor. Notwithstanding any other provision, Contractor shall have no obligation to make any payment to Subcontractor until Contractor has received such documentation, including any required updates. No payment by Contractor will be deemed a waiver of Subcontractor's obligations to satisfy the requirements herein or of Contractor's right to withhold future payments.

1. Worker's Compensation: Statutory limits, regardless of any exemptions, including sole proprietorships or number of employees.
2. Employers' Liability: Employers' Liability, whether required by statute or not, for a limit of not less than \$500,000 bodily injury by accident, each accident; \$500,000 bodily injury by disease, policy limit; \$500,000 bodily injury by disease, each employee or, if greater, in the amounts required by statute.
3. Commercial General Liability (occurrence form), (including: Premises-Operations; Products/Completed Operations which remains in force for three (3) years after Final Completion of the Project; and the Subcontractor exception to the 'Your Work' exclusion). Unless Subcontractor provides separate insurance that covers such operations, its insurance shall not contain any exclusions or restrictions related to: contractor limitations, wildfire, height, XCU, residential work (if the Project involves any type of residential work), or Exterior Insulation Finish Systems (EIFS) (if Subcontractor's work includes the application, maintenance or repair of EIFS or similar product):
 - \$1,000,000 - Per Occurrence
 - \$1,000,000 - Personal and Advertising Injury
 - \$2,000,000 - Products/Completed Operations Aggregate
 - \$2,000,000 - General Aggregate (Per Project)
4. Automobile Liability: \$1,000,000 per accident; for Any Auto (Symbol 1) or, in lieu thereof, for Symbols 2, 8, and 9 (All Owned, Non-Owned, and Hired Automobiles).
5. Excess/Umbrella Policy: \$2,000,000 each occurrence and in the aggregate
6. Pollution Liability: \$1,000,000 each occurrence and in the aggregate (Per Project); (required if Subcontractor or its subcontractor/consultant is providing earthwork, demolition, concrete, plumbing, pile driving, dynamic compaction, drilling services (drillers, geopiers, etc.) and/or electrical services).
7. Professional Liability: (required if Subcontractor or its subcontractor is providing design services):
 - \$1,000,000 - each claim
 - \$2,000,000 - annual aggregate

The above policies shall not include self-insured retentions in excess of \$10,000, and if the Professional Liability is provided on a claims-made basis shall include a three-year reporting period commencing from Final Completion of the Project.

Other Coverage: Subcontractor shall be responsible for any desired coverage against damage or loss to its own facilities, tools, equipment, scaffolds, bracing and similar items. In all cases, Subcontractor is responsible for all deductibles on insurance claims submitted to Owner or Contractor, to the extent the loss was caused by Subcontractor or those for whom it is responsible.

Additional Insureds and Required Endorsements: Subcontractor shall endorse Commercial General Liability, Auto Liability, Pollution Liability, and Umbrella Excess Liability policies (if required above) to name **ARCO Construction Holdings, Inc., Owner, Owners' Lender**, Contractor **ARCO Construction Holdings, Inc., Owner (Knapeheide)**, and their respective parents, subsidiaries, affiliates, successors, and assigns, Owner's lender, and anyone else required to be named an additional insured in the General Contract, as additional insureds (per **CG 2038 12/19**, **CG 2040 12/19**, or equivalent) for current, ongoing and completed operations for three (3) years after Final Completion of the Project. All coverage procured pursuant to this Subcontract, shall stipulate that the insurance afforded to Subcontractor and any additional insureds under Subcontractor's insurance (designated pursuant to this Subcontract) shall apply as primary insurance and that any other insurance carried by Contractor or other additional insureds will be excess only and not contribute with Subcontractor's insurance (per **CG 2001 04/13**, or equivalent).

Subrogation: Subcontractor waives against Owner and Contractor all damages covered by insurance provided by Subcontractor and/or sub-subcontractors of any tier, and Subcontractor and its insurance carrier(s) waive all rights of subrogation against the Owner, Contractor and their officers, directors, shareholders, employees, agents, or appointed representatives unless restricted by state statutes. Waiver of subrogation evidenced by endorsement (per **CG 2404 05/09**, **WC 00 03/13**, or equivalent).

Form of Policies: CGL shall be written on the ISO form CG0001, or equivalent, and all policies shall be endorsed to include a 30-day prior written notice of cancellation, **via EMAIL, to «ProjAdminEMail»**.

Certificates: **INSURANCE CERTIFICATE, IF NOT SUBMITTED TO CONTRACTOR'S THIRD-PARTY ADMINISTRATOR, MUST CONFORM TO THE SAMPLE COI IF ATTACHED HERETO, AND SHALL SPECIFY JOB NAME AND NUMBER, AND MUST BE ACCOMPANIED BY ENDORSEMENTS IDENTIFYING ADDITIONAL INSUREDS AND THE WAIVER OF SUBROGATION (OR A COPY OF THE POLICY LANGUAGE REGARDING SAME).**

Job Number: 525-

Job Name: KTEC - Phoenix

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Phone:	CONTACT NAME:	PHONE (A/C, No, Ext):	FAX (A/C, No):
	Fax:	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :			
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
Subcontractor		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: **COI for Subcontractors**

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enter Policy Number	<Eff Date>	<Exp Date>	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enter Policy Number	<Eff Date>	<Exp Date>	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enter Policy Number	<Eff Date>	<Exp Date>	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enter Policy Number	<Eff Date>	<Exp Date>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input checked="" type="checkbox"/>	Pollution Liability Professional Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Enter Policy Number	<Eff Date>	<Exp Date>	Occurrence / Aggregate \$1M / \$1M Claims / Aggregate \$1M / \$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<Project Name> <ARCO Entity> and <Owner Name> and their respective parents, subsidiaries, affiliates, successors, and assigns, Owner's lender, and anyone else as required by written contract are included as Additional Insureds for Commercial General Liability (forms CG 20 38 12 19 and CG 20 40 12 19, or equivalent), Commercial Auto, Umbrella, and Pollution Liability. Additional Insured coverage is Primary and Non-Contributory (CG 20 01 04 13 or equivalent). Waiver of Subrogation applies in favor of <ARCO entity> and <Owner> on the General Liability (CG 24 04 05 09), Commercial Auto, Umbrella, Workers' Compensation (WC 00 03 13) and Pollution Liability. 30 Days Notice of Cancellation will be provided for all required policies except for nonpayment of premium in which 10 days written notice will be provided if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

<ARCO Entity> (Insert the name of the ARCO entity company with whom you are contracting)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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EXHIBIT C

ADDITIONAL SAFETY REQUIREMENTS

1. **Contractor's Safety & Health Manual:** Subcontractor shall comply with the most stringent safety and health requirements among the federal and state Occupational Safety and Health Administration (OSHA) regulations (including but not limited to Title 29 of the Code of Federal Regulations), Subcontractor's safety and health plan, and Contractor's Safety & Health Manual, which is available for reviewing at www.arcosafe.com. If Subcontractor is unable at any time, for any reason to access Contractor's Safety & Health Manual, Subcontractor shall notify Contractor in writing, and Contractor will provide Subcontractor with other access to the Manual.
2. **Safety Orientation Process:** All subcontractor personnel shall attend the ARCO Site Specific Orientation prior to working on the project job site. The Site Specific Orientation process includes viewing a 30-35 minute safety Orientation video – The ARCO Way – followed by job site specific safety training presented by an ARCO representative.
3. **Crystalline Silica Standards:** All Subcontract Work performed shall be in compliance with the Respirable Crystalline Silica Standard under 29 CFR 1926.1153, as amended from time to time. If Subcontractor is engaged in a task identified on Table 1 of 29 CFR 1926.1153(c), Subcontractor shall fully and properly implement the engineering controls, work practices, and respiratory protection specified for that task on Table 1. If (i) Subcontractor does not implement those specified exposure control methods in the manner prescribed or if (ii) any applicable task is not identified on Table 1, Subcontractor shall assess and limit exposure to respirable crystalline silica by using alternative control methods in accordance with 29 CFR 1926.1153(d), in which case Subcontractor shall provide copies of exposure assessments to Contractor before implementing those methods. Prior to commencing any Subcontract Work, Subcontractor shall provide a copy of its written exposure control plan, as required by 29 CFR 1926.1153(g), to Contractor. As used in this paragraph, "employee" has the meaning ascribed to it in 29 CFR 1926.32.
4. **OSHA Citation Costs:** Any OSHA citations received by Contractor due to a Subcontractor violation of safety and health requirements will be paid by Subcontractor.
5. **Minimum Reporting Requirements:** All employee accidents, near misses, or other incidents shall be reported to Contractor as soon as possible, but no later than the end of that work shift. If a Contractor associate is not present, Subcontractor shall call 314-963-0715, and ask to speak to Contractor's Safety Department or someone in charge of the Project. Subcontractor shall cooperate with Contractor's investigation of any accident, near miss, or incident. Subcontractor's cooperation shall include but not be limited to providing Contractor access to interview employees, associates, and other witnesses of Subcontractor and all subcontractors of Subcontractor. Subcontractor shall submit a formal written report to Contractor within 24 hours of the incident along with all investigation material including but not limited to witness statements, photos, etc.
6. **Programs Required:** Subcontractor shall submit a written safety program and HAZCOM program to Contractor, including all site-specific Safety Data Sheets, prior to beginning the Subcontract Work.
7. **Weekly Safety Talks:** Subcontractor shall perform at least one documented weekly safety talk and submit a copy to Contractor's superintendent on a weekly basis.
8. **PPE:** All Personal Protective Equipment (PPE) shall comply with OSHA and American National Standards Institute (ANSI) standards. PPE shall include, at a minimum: Hard hat, safety glasses, high-visibility shirts or vests, minimum 4" sleeves, long pants, and hard-soled boots or shoes.
9. **English-speaking Competent Person:** Subcontractor shall have at least one English speaking 'competent person' available on site at all times during the performance of Subcontractor's work activities to facilitate communication and help identify and discuss safety and health related issues, as necessary.
10. **Daily Housekeeping:** Subcontractor shall be responsible, on a DAILY basis, to keep the work site free and clear of all debris, dirt and trash, and for generally maintaining its work area in an organized, clean and hazard-free condition. If Subcontractor fails to fulfill its obligations in this regard, Contractor may, in addition to all other remedies under the Subcontract, at law or equity, perform all required cleanup tasks and back-charge Subcontractor for all time and costs incurred by Contractor in such cleanup activities.
11. **First Aid:** Subcontractor shall provide adequate first-aid and medical supplies for Subcontractor's employees.

12. **GFCI's:** All temporary power utilized by Subcontractor shall be equipped with Ground Fault Circuit Interrupters (GFCI). All generators shall be equipped with GFCIs.
13. **Conditions to Crane Mobilization:** Prior to mobilizing a crane, Subcontractor shall submit annual inspection records, load charts, Contractor's Crane Lift Worksheet, operator certifications, and any additional documentation related to crane operations. No pick shall exceed 90% of the manufacturer's crane load chart capacity. It is this subcontractor's responsibility to properly size the crane for the jobsite's conditions.
14. **Rigging/Signaling Qualifications:** Subcontractors engaged in rigging and/or signaling operations shall submit rigger/signalperson qualifications to Contractor prior to beginning Subcontract Work.
15. **Fall Protection:** Subcontractor shall provide adequate fall protection and training to personnel who are working or present at heights in excess of 6 feet and such personnel shall use such Subcontractor-provided fall protection.
16. **Falling Object Protection:** Subcontractor shall provide falling object protection for all scaffold systems by means of toeboards, and screens or netting when required. Establishing a Limited (or Controlled) Access Zone around the base of a scaffolding system as a means of falling object protection is not permitted.
17. **Vertical Lifeline Systems ("Rope Grabs"):**
 - a. Contractor prohibits the use of vertical lifeline systems ("Rope Grabs"). Subcontractor shall use other means or methods to provide fall protection to personnel who are working or present at heights in excess of 6 feet.
 - b. If Subcontractor provides a detailed explanation of why/how they need to use vertical lifeline systems on the project, the task may be approved by a member of the ARCO Safety department.
18. **Safety Monitor System Prohibited:** Contractor prohibits the use of a Safety Monitor System as a means of fall protection for all trades. Subcontractor may use a Warning Line System consistent with any site-specific safety plan for the Project, and otherwise 15 feet back from the leading edge. Anyone outside of the Warning Line System shall utilize traditional fall protection methods.
19. **Flammable Liquid Storage:** Subcontractor shall store all flammable liquids in approved metal safety cans.
20. **Temporary Lighting:** Subcontractor is responsible for providing adequate temporary task specific lighting for Subcontractor's scope of work. Lighting levels shall be in accordance OSHA 1926.56 Table D-3.
21. **Qualified Equipment Operators:** Subcontractor's personnel who operate equipment shall be trained and qualified. Documentation of qualifications shall be submitted to Contractor before Subcontractor's personnel operate equipment.
22. **Drugs & Alcohol:** Possessing drugs or alcohol while on-site is strictly prohibited. Working under the influence of drugs or alcohol is strictly prohibited.
23. **Notifications:** Subcontractor shall give prompt written notice to Contractor of any accident involving bodily injury, any property damage exceeding, or any failure that could have resulted in serious bodily injury, regardless of whether such injury was sustained.

Subcontractor, its employees, subcontractors, suppliers and anyone else for whom Subcontractor is responsible shall comply with federal, state, and local safety standards, the ARCO Construction Holdings, Inc./o ARCO Construction Company safety and health program, as well as with Subcontractor's individual safety and health program. Establishment of a safety program by Contractor shall not relieve Subcontractor of its safety responsibilities.

EXHIBIT D
APPLICATION FOR PAYMENT

To: ARCO Construction Holdings, Inc.c/o ARCO Construction Company
900 N. Rock Hill Rd
St. Louis, MO 63119
rniemeyer@arco1.com

Date: _____
Invoice No: _____

From: DESERT SERVICES, LLC
800 N Mary Street
Tempe, AZ 85281
Kendra Ash

Contractor Job: 525- KTEC - Phoenix

1 Amount of Subcontract	\$ _____
2 Approved Change Orders	\$ _____
3 Total Subcontract Amount (Line 1 + Line 2)	\$ _____
4 Total Work Completed to Date	\$ _____
5 Less 10.00% Retention (Line 4 x 10.00%)	\$ _____
6 Total Billable Amount (Line 4 - Line 5)	\$ _____
7 Billable Amount (= Line 6)	\$ _____
8 Less Previous Payment Request	\$ _____
9 Net Amount Due This Invoice (Line 7 - Line 8)	\$ _____

I have received and incorporated in this project this month, materials and/or services from the following material suppliers and/or subcontractors and/or third-party financiers for the respective amounts:

Subcontractor/Material Supplier/Third-Party Financer	Item	Contract Schedule of Value	Paid to Date	To Be Paid This Period
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	\$ _____	\$ _____	\$ _____

Please indicate here if joint checks are requested: YES \ NO

Vendor# 114690

Job/W.O. 525-

CSI # _____

SL# 525-1007

G/L # 5060

Approved _____

(Subcontractor signature)

(Title)

(Date)

- NOTE TO SUBCONTRACTOR
1. All Subcontracts over \$60,000.00 shall submit a breakdown for invoices per Paragraph 1, Section 3 of the Bid Instructions in a format similar to AIA-G703
 2. Please DO NOT revise this form.
 3. Failure to use this form will result in delay of payment.
 4. ALL PAYMENT REQUESTS MUST BE RECEIVED BY THE 25TH OF THE MONTH



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 ARCO Construction Holdings, Inc.		* <input checked="" type="checkbox"/> TPT License # (if none, write "N/A - MRRA only") 21551152	
		* <input type="checkbox"/> Tribal Business License _____	
		* <input type="checkbox"/> Tribal Number _____	
* Address 900 N. Rock Hill Rd.	* City, Town or Post Office St. Louis	* State MO	* ZIP Code 63119
AZ Contractor License Number ROC 348311	* Phone Number (314) 963-0715		
<input type="checkbox"/> I am a Native American Contractor working on the reservation established for my tribe. (Provide your Tribal Business License or Tribal Number above.)			
I am performing contracting work for a <input type="checkbox"/> Native American member or <input type="checkbox"/> the Tribe for which the reservation is established named below. Name of Tribe _____			

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)

<input checked="" type="checkbox"/> Single Project Certificate *PROJECT DESCRIPTION * (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description) DR25-19(SR24-1119) Project Designation (see instructions for definitions) <input type="checkbox"/> MRRA <input checked="" type="checkbox"/> Modification	OR	<input type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information). <input type="checkbox"/> Period From: _____ Through: _____ <input type="checkbox"/> Until revoked * NOTE: Blanket Certificate indicates the prime contractor is responsible for every contract during the period regardless of contract designation. <input type="checkbox"/> Specific Project Exclusion: <input type="checkbox"/> Description: _____ Designation: <input type="checkbox"/> MRRA <input type="checkbox"/> 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

Ryan Wilson

PRINT NAME

Controller

TITLE

06/03/2025

DATE SIGNED



Exhibit A – Scope of Work

PROJECT: KTEC Pheonix
ARCO Job #525

LOCATION: 16741 W. Northern Avenue
Litchfield Park, AZ 85340

DATE: November 10th, 2025

VENDOR: Desert Services

1. **Contract Documents:**

- A. Bidding documents include the following:
1. Architectural Permit Set Drawings Dated 8/19/2025
 2. Structural Permit Set Drawings Dated 8/21/2025
 3. Civil Permit Set Drawings Dated 8/1/2025
 4. Construction Schedule Dated 11/5/2025
 5. Blank Standard Subcontract Form
 6. ARCO Insurance Exhibit
 7. Knapheide specific lien waivers for progress payments
 8. ARCO Safety Exhibit: [Safety ARCO Community ARConnect](#)

1. **Document management for the project will be via the web-based software program, Procore.** This will include all document correspondence related to the contract drawings, specifications, submittals, RFI's, meetings (agendas and minutes), punchlists, photo documentation and all other typical construction management related documentation. It is expected that this subcontractor participates and utilizes Procore. Acceptance of this subcontract indicated that the subcontractor agree to use this platform for the duration of the project.
2. **ARCO utilizes Oracle Textura Payment Management (TPM) for all projects.** All Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, statutory declarations, etc.) for subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to ARCO using the TPM system. **This subcontractor shall be responsible for the fees and cost owed associated with subcontractors use of TPM.**
3. **Safety**
 1. Subcontractor shall comply with all OSHA regulations and ARCO Safety Requirements for work on site.
 2. Daily sign-in shall be required for all personnel onsite at the beginning of each shift.
4. **Extra Work**

A. Subcontractor shall submit hourly rates for all equipment to be used on site. Hourly rates are to include equipment, labor, overhead, profits, and other associated costs. Should there be any increase in these rates the subcontractor shall inform ARCO as soon as they are aware.

Exhibit E – Scope of Work
Desert Services
November 10th, 2025
ARCO Job #525
1. Contract Breakdown:
a. SWPPP

i. Compost filter sock	\$11,270
ii. Dust Permit	\$1,630 PH \$4,870
iii. Dust Control Signage	\$575
iv. SWPPP Narrative	\$1,350
v. SWPPP Signage	\$275
vi. BMP – Spill Kit	\$345
vii. Textura fees	\$100
viii. Mobilizations for BMP (2)	\$510
ix. Water truck service & fuel surcharge	T&M
x. Other T&M Services Listed in Alternates	T&M

TOTAL:
~~\$16,055~~ PH \$19,295

2. Alternates:

A. ARCO evaluates cost-saving measures throughout the project to better help serve our clients. We look to reward ingenuity wherever possible. Please provide any additional cost-saving alternates you see, and we will maintain the intellectual property of your suggestions.

B. See alternates attached to contract for unit pricing of all services.

3. Exclusions:

a. The following items are excluded from this scope of work:

- i. Maintenance and removal
- ii. Reporting
- iii. Sales tax (ARCO will coordinate with Owner on Arizona Privilege Tax)

4. General Requirements:

- a. Safety: Refer to the ARCO Safety Exhibit identified in the Contract Documents Section.
- b. Insurance Requirements: Refer to the ARCO Insurance Exhibit identified in the Contract Documents Section.
- c. It is the Subcontractor's responsibility to visit the job site prior to bidding to become familiar with actual job site conditions.
- d. No exclusions or changes from the drawings, specifications or bid instructions will be permitted without written approval from the ARCO Project Manager or Superintendent.
- e. All materials used shall be new and first quality and shall be installed in accordance with manufacturer's recommendations.
- f. Subcontractor shall be responsible for all labor necessary for clean-up of all waste/debris associated with their trade to an ARCO provided dumpster DAILY. Should a subcontractor not complete clean-up related to this scope, the ARCO Superintendent shall issue a verbal warning to the subcontractor's "competent representative." Failure of this subcontractor to follow-through with clean-up within the specified time, per the ARCO Superintendent, subcontractor shall receive labor back charge for ARCO clean-up costs.
- g. Claim any extras before work commences. No extras can be approved later. Extras must be approved in writing by ARCO representative before work begins.
- h. It is the responsibility of this Subcontractor to coordinate work with all other trades in a manner consistent with project schedules and approved by the ARCO Superintendent.
- i. The initial lead foreman will not be replaced for the duration of the project unless directed otherwise by ARCO.

Title

EXHIBIT F
DRAWING LOG



Job #: 525 KTEC - Phoenix
16741 W. Northern Avenue
Litchfield Park, Arizona 85340

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
T1.1.1	COVER SHEET	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
T2.1.1	ACCESSIBILITY STANDARDS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
T2.1.2	ACCESSIBILITY STANDARDS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
T2.1.3	ACCESSIBILITY STANDARDS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
T3.1.1	COMCHECK	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
LS1.1.1	LIFE SAFETY PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
LS1.2.1	OFFICE LIFE SAFETY PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A1.1.1	ARCHITECTURAL SITE PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.1.1	OVERALL FLOOR PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.1.2	PANEL JOINT PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.1.3	INSULATION PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.2.1	ENLARGED AREA PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.2.2	ENLARGED AREA PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.2.3	ENLARGED AREA PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.2.4	ENLARGED OFFICE PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.3.1	ENLARGED RESTROOM PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.4.1	PLAN DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.5.1	ROOF PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A2.6.1	ROOF DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A3.1.1	OVERALL REFLECTED CEILING PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A3.2.1	OFFICE REFLECTED CEILING PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A3.3.1	REFLECTED CEILING PLAN DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A4.1.1	PARTITION TYPES	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A4.2.1	PARTITION DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A4.3.1	DOOR SCHEDULE	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A4.4.1	DOOR DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A4.4.2	DOOR DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A4.5.1	WINDOW SCHEDULE	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A4.6.1	WINDOW DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A5.1.1	OVERALL EXTERIOR ELEVATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A5.2.1	ENLARGED EXTERIOR ELEVATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A5.2.2	ENLARGED EXTERIOR ELEVATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A5.2.3	EXTERIOR REVEAL ELEVATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)



Job #: 525 KTEC - Phoenix
16741 W. Northern Avenue
Litchfield Park, Arizona 85340

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A5.3.1	COLORED EXTERIOR ELEVATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A6.1.1	WALL SECTIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A6.1.2	WALL SECTIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A8.1.1	STAIR PLANS AND SECTIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A8.3.1	ROOF LADDER PLANS, SECTIONS, AND DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A9.1.1	INTERIOR ELEVATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A9.2.1	MILLWORK SECTIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A9.3.1	INTERIOR ELEVATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A10.1.1	FINISH SPECIFICATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
A10.2.1	FINISH PLANS	0	08/19/2025	08/20/2025	KTEC PHX - Architectural (08/19/25)
Civil					
C100	CIVIL IMPROVEMENT PLANS COVER SHEET	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
C101	CIVIL IMPROVEMENT PLANS KEY MAP	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
C102	CIVIL IMPROVEMENT PLANS NOTES ABBREVIATIONS & LEGEND	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
C301	CIVIL IMPROVEMENT PLANS HORIZONTAL CONTROL PLAN	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
C302	CIVIL IMPROVEMENT PLANS HORIZONTAL CONTROL PLAN	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
C303	CIVIL IMPROVEMENT PLANS HORIZONTAL CONTROL PLAN	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
C304	CIVIL IMPROVEMENT PLANS HORIZONTAL CONTROL PLAN	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
GD201	CIVIL IMPROVEMENT PLANS DETAILS & SECTIONS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
GD202	CIVIL IMPROVEMENT PLANS DETAILS & SECTIONS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
GD203	CIVIL IMPROVEMENT PLANS DETAILS & SECTIONS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
GD401	CIVIL IMPROVEMENT PLANS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
GD402	CIVIL IMPROVEMENT PLANS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
GD403	CIVIL IMPROVEMENT PLANS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
GD404	CIVIL IMPROVEMENT PLANS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SD501	CIVIL IMPROVEMENT PLANS STORM DRAIN PLAN & PROFILE	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SD502	CIVIL IMPROVEMENT PLANS STORM DRAIN PLAN & PROFILE	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SD503	CIVIL IMPROVEMENT PLANS STORM DRAIN PLAN & PROFILE	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SD504	CIVIL IMPROVEMENT PLANS STORM DRAIN PLAN & PROFILE	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SD505	CIVIL IMPROVEMENT PLANS STORM DRAIN PLAN & PROFILE	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SW01	STORM WATER POLLUTION PREVENTION PLANS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SW02	STORM WATER POLLUTION	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
SW03	STORM WATER POLLUTION PREVENTION PLANS	0	08/01/2025	08/26/2025	KTEC PHX - Civil (08/01/25)
Electrical					
E0.0	Specifications	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E0.1	Schedules	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E1.0	Warehouse Power	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E1.1	Warehouse HVAC	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)



Job #: 525 KTEC - Phoenix
16741 W. Northern Avenue
Litchfield Park, Arizona 85340

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E1.2	Warehouse Lighting	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E2.0	Office Power	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E2.1	Office Lighting	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E3.0	Panels - HP	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E3.1	Panels - West	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E3.2	Panels - Center	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E3.3	Panels - East	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
E4.0	One-Line Diagram	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
ES1.0	Site Plan	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
ES2.0	Photometrics - Pre Curfew	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
ES2.1	Photometrics - Post Curfew	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
ES3.0	Cut Sheets	1	11/07/2025	11/07/2025	KTEC PHX - Electrical (08/19/25)
Fire Protection					
FP1.0	SITE PLAN / GENERAL NOTES	0	09/04/2025	09/04/2025	KTEC PHX - Fire Protection (09/04/25)
FP1.1	NOTES, DETAILS, & DESIGN CRITERIA	0	09/04/2025	09/04/2025	KTEC PHX - Fire Protection (09/04/25)
FP4.0	LEVEL 01 - FLOOR PLAN / OVERALL FLOOR PLAN	0	09/04/2025	09/04/2025	KTEC PHX - Fire Protection (09/04/25)
FP4.1	PIPING PLAN - SYSTEM 2	0	09/04/2025	09/04/2025	KTEC PHX - Fire Protection (09/04/25)
FP4.2	PIPING PLAN - SYSTEM 1	0	09/04/2025	09/04/2025	KTEC PHX - Fire Protection (09/04/25)
FP4.3	LOWER CEILINGS	0	09/04/2025	09/04/2025	KTEC PHX - Fire Protection (09/04/25)
FP4.4	PAINT BOOTH	0	09/04/2025	09/04/2025	KTEC PHX - Fire Protection (09/04/25)
Mechanical					
M000	COVER SHEET	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M001	SPECIFICATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M002	SPECIFICATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M003	SPECIFICATIONS	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M100	OVERALL FLOOR PLAN - HVAC	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M101	OVERALL ROOF PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M110	ENLARGED FLOOR PLAN - AREA-A - HVAC	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M111	ENLARGED FLOOR PLAN - AREA-B - HVAC	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M112	ENLARGED FLOOR PLAN - AREA-C - HVAC	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M113	ENLARGED FLOOR PLAN - AREA-D - HVAC	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M200	OVERALL FLOOR PLAN - PIPING	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M210	ENLARGED FLOOR PLAN - AREA-A - PIPING	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M211	ENLARGED FLOOR PLAN - AREA-B - PIPING	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M212	ENLARGED FLOOR PLAN - AREA-C - PIPING	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M213	ENLARGED FLOOR PLAN - AREA-D - PIPING	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M300	ENLARGED FRAMING PLANS	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M400	SCHEDULES	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M401	SCHEDULES	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M500	DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M501	DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
M502	DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Mechanical (08/19/25)
Plumbing					
P-000	COVER PAGE	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-200	OVERALL UNDERGROUND & FLOOR PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-201	ROOF PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-301	ENLARGED UNDERGROUND & FLOOR PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-302	ENLARGED UNDERGROUND & FLOOR PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-303	ENLARGED UNDERGROUND & FLOOR PLAN	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-401	DOMESTIC WATER RISER DIAGRAMS	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-402	WASTER & VENT RISER DIAGRAMS	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-500	SCHEDULES	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
P-600	PLUMBING DETAILS	0	08/19/2025	08/20/2025	KTEC PHX - Plumbing (08/19/25)
Structural					
S0.01	GENERAL NOTES	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S0.02	GENERAL NOTES	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S0.03	SPECIAL INSPECTIONS	0	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S0.04	SPECIAL INSPECTIONS	0	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.00	OVERALL FOUNDATION PLAN	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.01	PARTIAL FOUNDATION PLAN - AREA A	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.02	PARTIAL FOUNDATION PLAN - AREA B	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.10	OVERALL SLAB PLAN	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.11	PARTIAL SLAB PLAN - AREA A	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.12	PARTIAL SLAB PLAN - AREA B	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.20	OVERALL ROOF FRAMING PLAN	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.21	PARTIAL ROOF FRAMING PLAN - AREA A	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.22	PARTIAL ROOF FRAMING PLAN - AREA B	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.23	ROOF UPLIFT & DECK ATTACHMENT PLANS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.24	GUY WIRE PLAN	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.30	MEZZANINE FRAMING PLANS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.41	PARTIAL CRANE FRAMING PLAN - AREA A	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S1.42	PARTIAL CRANE FRAMING PLAN - AREA B	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S2.01	FOUNDATION SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S2.02	FOUNDATION SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S2.03	FOUNDATION SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S2.04	FOUNDATION SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S2.05	FOUNDATION SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S3.01	ROOF SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S3.02	ROOF SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S3.03	ROOF SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S3.04	ROOF SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S4.01	BUILDING SECTIONS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S4.02	BUILDING SECTIONS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.01	TILT PANEL SCHEDULES & DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.11	TILT PANEL PLAN - AREA A	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.12	TILT PANEL PLAN - AREA B	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.21	TILT PANEL ELEVATIONS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.22	TILT PANEL ELEVATIONS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.23	TILT PANEL ELEVATIONS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.24	TILT PANEL ELEVATIONS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S5.25	TILT PANEL ELEVATIONS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S6.01	MASONRY & MEZZANINE SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)
S7.01	CRANE SUPPORT SECTIONS AND DETAILS	1	10/30/2025	10/31/2025	KTEC PHX - Structural (08/21/25)

PARTIAL WAIVER AND RELEASE ON PROGRESS PAYMENTS

NOTICE TO CLAIMANT:

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT.

THIS DOCUMENT IS ENFORCEABLE AGAINST YOU ONCE SIGNED. BE SURE TO CLEARLY IDENTIFY BELOW WHAT HAS AND HAS NOT YET BEEN PAID.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Property Owner: _____

Conditional Waiver and Release

This document waives and releases Claimant's lien, stop payment notice and payment bond rights the Claimant has for labor and service provided, and equipment and material delivered, to the customer of this job through date specified in this document and in the amount paid to Claimant on the job to date, including the current amount due on receipt of payment. Rights based upon labor and services provided, or equipment and material delivered, pursuant to a fully executed written change order prior to the date on which this document is signed by the claimant, are waived and released by this document, **unless listed as an exception below.**

Through Date: _____

Current Amount Due: _____

Amount Paid to Date: _____

Exceptions:

This document does not affect any of the following:

- 1) Retentions
- 2) Extras for which the claimant has not received payment
- 3) Contract rights, including (a) a right based on rescission, abandonment, or breach of contract and (b) the right to recover compensation for work not compensated by the payments to date.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID YET, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Property Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

Exceptions:

This document does not affect any of the following:

- 1) Retentions
- 2) Extras for which the claimant has not received payment.
- 3) Contract rights, including (a) a right based on rescission, abandonment, or breach of contract and (b) the right to recover compensation for work not compensated by the payment.

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

WAIVER AND RELEASE ON FINAL PAYMENTS

NOTICE TO CLAIMANT:

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT.

THIS DOCUMENT IS ENFORCEABLE AGAINST YOU ONCE SIGNED. BE SURE TO CLEARLY IDENTIFY BELOW WHAT HAS AND HAS NOT YET BEEN PAID.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Property Owner: _____

Conditional Waiver and Release

This document waives and releases Claimant's lien, stop payment notice and payment bond rights the Claimant has for labor and service provided, and equipment and material delivered, to the customer of this job through date specified in this document and in the amount paid to Claimant on the job to date, including the current amount due on receipt of payment. Rights based upon labor and services provided, or equipment and material delivered, pursuant to a fully executed written change order prior to the date on which this document is signed by the claimant, are waived and released by this document.

Through Date: _____

Current Amount Due: _____

Amount Paid to Date: _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

FINAL WAIVER AND RELEASE OF LIEN

NOTICE TO CLAIMANT:

THIS DOCUMENT WAIVES AND RELEASES CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY.

THIS DOCUMENT STATES YOU HAVE BEEN FULLY PAID THE CONTRACT AMOUNT, AS SET FORTH BELOW, AND THIS DOCUMENT IS ENFORCEABLE AGAINST YOU ONCE SIGNED, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Property Owner: _____

Waiver and Release

THE undersigned, for and in consideration of the dollar amount shown below and other good and valuable considerations, do(es) hereby waive and release under the mechanics' lien statutes where the project premises are located, and under all other applicable state and federal laws: (a) any and all liens, lien rights, and claims for lien on the above-described premises, or any and all of the improvements, fixtures and appurtenances thereon, on the monies or other considerations due or to become due from the Owner, and on all other project-related monies from whatever source, and (b) any and all demands, claims and rights for unjust enrichment or against any payment bond or other bond, if any, provided in connection with the project, on account of the above-mentioned labor, services, materials, fixtures, apparatus, and work (including additional or extra work) furnished by or on behalf of the undersigned for or in connection with the above-described project.

Contract Amount Paid: _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Sworn to and subscribed before me this _____ day of _____ 20 _____.

(Notary Public)

My Commission expires: _____