



ConsensusDocs® 751

STANDARD SHORT FORM AGREEMENT BETWEEN CONSTRUCTOR AND SUBCONTRACTOR

Job Number: **1-25-010**

This Agreement is made this **11th day of November 2025**, by and between

CONSTRUCTOR, BPR Companies, LLC, 15150 West Park Place, Suite 309, Goodyear, AZ 85395,
Contractor License No. 328138

and

SUBCONTRACTOR, **Desert Services, LLC. 14695, Scottsdale, AZ 85267.**
ROC License# 319195, KB-2

Constructor and Subcontractor are collectively the "Parties."

Owner: Globe Corporation, 6730 N. Scottsdale Rd. Suite 250, Scottsdale, AZ 85253.
Owner Representative: FOURSITE LLC, Micheal Wechsler, 4650 E. Cotton center BLVD. Suite 200.
Phoenix, AZ, 85040.

PROJECT: **GSQ BLDG 01, 1775 North Globe Drive, Goodyear, AZ 85395**

1. OBLIGATIONS To the extent terms of the agreement between the Parties (prime agreement) apply to the Subcontract work, Constructor assumes toward Subcontractor all obligations, rights, duties, and redress that Owner assumes toward Constructor. In an identical way, Subcontractor assumes toward Constructor all obligations, rights, duties, and redress that Constructor assumes toward Owner and others under the prime agreement. In the event of conflicts or inconsistencies between provisions of this Agreement and the prime agreement, this Agreement shall govern.

2. SUBCONTRACT WORK Subcontractor shall perform the Subcontract Work under Constructor's general direction and in accordance with the Subcontract Documents. Subcontractor shall cooperate with Constructor so Constructor may fulfill obligations to Owner. Subcontractor shall provide the Subcontract Work for the Project in accordance with the Progress Schedule, as it may change from time to time. Subcontractor shall give timely notices to authorities pertaining to the Subcontract Work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete the Subcontract Work. Subcontractor is to provide **SWPP Services**, as more fully described in Exhibit A.

3. SUBCONTRACT AMOUNT Constructor agrees to pay Subcontractor for satisfactory and timely performance and completion of the Subcontract Work: **\$11,797.00** Retainage shall be ten percent (10%), which is equal to the percentage retained from Constructor's payment by Owner for the Subcontract Work. If the Subcontract Work is satisfactory and the prime agreement provides for reduction of retainage, Subcontractor's retainage shall also be reduced when Constructor's retainage of the Subcontract Work has been so reduced by Owner.

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4. EXHIBITS The following exhibits are made part of this Agreement:

- EXHIBIT A: Subcontract Work, 4 pages.
- EXHIBIT B: Subcontractor General Requirements, 4 pages.
- EXHIBIT C: Subcontract Documents, including the prime agreement (available upon request), drawings, specifications, general, and other conditions, dated TBD, addenda and other information.
- EXHIBIT D: BASELINE/Progress Schedule. TBD
- EXHIBIT E: Project Contact / Billing Information, 1 page.
- EXHIBIT F: Insurance Provisions, 1 page.
- EXHIBIT G: Preliminary Lien Information, 1 page.
- EXHIBIT H: Point of Contact Information, 1 page.

5. ETHICS The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their subcontractors, agents, officers, employees, or others for whom they may be liable, to secure preferential treatment.

- 5.1. COMPLIANCE WITH LAWS Subcontractor shall comply with the Law at its own cost. Subcontractor shall be liable to Constructor for all loss, cost, or expense, attributable to any acts or omissions by Subcontractor, its employees, subcontractors, suppliers, and agents for failure to comply with the Law, including fines, penalties, or corrective measures.

6. SAFETY To protect persons and property, Subcontractor shall establish a safety program implementing safety measures, policies, and standards conforming to (a) those required or recommended by governmental and quasi-governmental authorities having jurisdiction, and (b) requirements of this Agreement. Subcontractor shall keep the Project site clean and free from debris resulting from the Subcontract Work.

Subcontractor shall maintain its own safety program which shall conform to the safety policies of the Owner and Constructor and meets all applicable Federal, State and/or Local safety related laws and regulations. Subcontractor shall provide a copy of such policy to Constructor's Superintendent. In the event Subcontractor does not have its own safety policy, it agrees to abide by Constructor's Health and Safety Plan and will adapt Constructor's program to the Subcontractor's work. A copy of Constructor's Health and Safety Plan is available upon request. If Subcontractor uses Constructor's Health and Safety Plan, it will be at Subcontractor's sole risk and subject to the Indemnification Section of this Agreement.

7. WARRANTIES Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Subcontract Documents, and free from defective workmanship and materials. Subcontractor further warrants that the Subcontract Work shall be free from material defects not intrinsic in the design or materials required in the Subcontract Documents. Subcontractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by others, or abuse. Subcontractor's warranties shall commence on the date of Substantial Completion of the Work.

8. TIME

- 8.1. Time is of the essence with regard to obligations of the Subcontract Documents.

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8.2. SCHEDULE In consultation with Subcontractor, Constructor shall prepare the schedule for performance of Constructor's work (Progress Schedule) and shall revise and update such schedule, as necessary, as Constructor's work progresses. Subcontractor shall provide Constructor with any scheduling information proposed by Subcontractor for the Subcontract Work and shall revise and update as the Project progresses. The Progress Schedule binds each Party, and all subsequent changes and additional details shall be submitted to Subcontractor reasonably in advance of the required performance. Subject to Subcontractor's rights under Article 9, Constructor shall have the right to determine and, if necessary, change the time, order, and priority in which various portions of the Subcontract Work shall be performed and all other matters relative to the Subcontract Work.

9. CHANGE ORDERS When Constructor orders in writing, Subcontractor, without nullifying this Agreement, shall make any changes in the Subcontract Work which are within the general scope of this Agreement. An adjustment in the Subcontract Amount or time of performance shall be authorized by a Change Order. Subcontractor mark-up shall not exceed 15% for general conditions, overhead and profit combined. No adjustments shall be made for any changes performed by Subcontractor that have not been ordered by Constructor. A Change Order is a written instrument prepared by Constructor and signed by Subcontractor stating their agreement upon the change in the Subcontract Work. If commencement or progress of the Subcontract Work is delayed without the fault or responsibility of Subcontractor, the time for the Subcontract Work shall be extended by Change Order to the extent obtained by Constructor, and the Progress Schedule shall be revised accordingly.

9.1. INTERIM DIRECTIVES Constructor may issue a written Interim Directive directing Subcontractor to proceed with the Subcontract Work in question. If such Interim Directive is issued as a result of Owner's issuance of an Interim Directive or equivalent directive, then the applicable provisions of the prime agreement shall govern.

10. PAYMENT

10.1. SCHEDULE OF VALUES As a condition precedent to payment, Subcontractor shall provide a schedule of values satisfactory to Constructor not more than fifteen (15) days from the date of this Agreement.

10.2. PROGRESS AND FINAL PAYMENTS Progress payments, less retainage, shall be made to Subcontractor, for Subcontract Work satisfactorily performed, no later than seven (7) days after receipt by Constructor of payment from Owner for the Subcontract Work. Final payment of the balance due shall be made to Subcontractor no later than seven (7) days after receipt by Constructor of final payment from Owner for the Subcontract Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees, or other documentation required by this Agreement or Constructor.

10.3. PAYMENTS WITHHELD Constructor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Constructor from loss or damage based upon the following to the extent that Subcontractor is responsible: (a) failure to timely perform the Subcontract Work; (b) failure to properly pay its subcontractors or suppliers, provided Constructor is making payments in accordance with this Agreement; (c) failure to promptly correct rejected, defective, or nonconforming Subcontract Work, or (d) uninsured third-party claims involving Subcontractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Subcontractor furnishes Constructor with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which is sufficient to discharge such claims if established.

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10.4. **PAYMENT DELAY** If Constructor has received payment from Owner and, if for any reason not the fault of Subcontractor, Subcontractor does not receive a progress payment from Constructor within seven (7) days after the date such payment is due, or if Constructor has failed to pay Subcontractor within a reasonable time for Subcontract Work satisfactorily performed, Subcontractor, upon giving seven (7) days' written notice to Constructor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor has been received.

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

10.6. OWNER'S ABILITY TO PAY AND LIEN INFORMATION

10.6.1. Unless expressly prohibited by the Subcontract Documents, Constructor shall promptly provide, upon Subcontractor's request, (a) information regarding Owner's financial ability to pay for the Work, and (b) notice of any material variation in Owner's financial ability to pay. Constructor, however, does not warrant the accuracy or completeness of information provided. Subcontractor also is entitled to request through Constructor any information necessary to give notice of or enforce mechanic's lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the recorded legal title.

10.6.2. If Subcontractor does not receive the information referenced in §10.6.1, Subcontractor may request information from Owner or Owner's lender.

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

12. INSURANCE

12.1. **SUBCONTRACTOR'S INSURANCE** Before commencing the Subcontract Work, and as a condition precedent to payment, Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by Subcontractor, or any of its subcontractors or consultants, or anyone directly or indirectly employed by any of them, or for whose acts Subcontractor may be liable.

12.2. **MINIMUM LIMITS OF LIABILITY** Subcontractor shall procure and maintain, with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to Constructor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth in Exhibit F.

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12.3. NUMBER OF POLICIES Commercial General Liability Insurance (CGL) and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

12.4. CANCELLATION, RENEWAL, AND MODIFICATION To the extent commercially available to Subcontractor from its current insurance company, insurance policies required under §12.2 shall contain a provision that the insurance company or its designee must give Constructor written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Subcontractor shall furnish Constructor with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §12.2 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Subcontractor shall give Constructor prompt written notice upon actual or constructive knowledge of such condition. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, Constructor may purchase such coverage as desired for Constructor's benefit and charge the expense to the Subcontractor or terminate this Agreement.

12.5. CONTINUATION OF COVERAGE Subcontractor shall continue to carry Completed Operations Liability Insurance for at least one year after final payment to Constructor. Before commencement of the Work, Subcontractor shall furnish Constructor with certificates evidencing the required coverages.

12.6. BUILDER'S RISK POLICY INSURANCE Upon written request of Subcontractor, Constructor shall provide Subcontractor with a copy of the Builder's Risk Policy of insurance or any other property or equipment insurance in force for the Project and procured by Owner or Constructor. Constructor shall advise Subcontractor if a Builder's Risk Policy of insurance is not in force.

12.7. WAIVER OF SUBROGATION The Parties waive all rights against each other, Owner, and Design Professional, and any of their respective consultants, subcontractors, suppliers, sub-subcontractors, agents, and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in §12.6, except such rights as they may have to the insurance proceeds and such rights as they may have for Owner's failure to obtain and maintain any Project Builder's Risk Coverage that Owner may be obligated to provide. Subcontractor shall require similar waivers from its subcontractors. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

12.8. ADDITIONAL LIABILITY COVERAGE Constructor shall require Subcontractor to purchase and maintain liability coverage. If required, the additional liability coverage required of Subcontractor shall be:

12.8.1. ☒ ADDITIONAL INSURED. Constructor shall be named as an additional insured on Subcontractor's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability or professional liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Subcontractor, or those acting on Subcontractor's behalf, in the performance of Subcontractor's Work for Constructor at the Project site. The insurance of the Constructor shall be primary and non-contributory to any insurance available to the Additional Insureds.

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12.8.2. ☐ OCP. Subcontractor shall provide an Owners' and Constructors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Constructor. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Constructor directly or the costs may be reimbursed by Constructor to Subcontractor by increasing the Subcontract Amount to correspond to the actual cost required to purchase and maintain the additional liability coverage. Before commencing the Subcontract Work, Subcontractor shall provide either a copy of the OCP policy or a certificate and endorsement evidencing that Constructor has been named as an additional insured, as applicable.

13. BONDS Performance and Payment Bonds ☐ are/ ☒ are not required of Subcontractor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Constructor. Constructor's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and of the Performance Bond shall each be in the original full Subcontract Amount. Constructor shall provide a copy of Constructor's payment bond on the Project upon the Subcontract Work commencing.

14. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for any (a) liquidated, consequential, or other damages that Owner is entitled to recover against Constructor under the prime agreement, and (b) losses covered by insurance required by the Subcontract Documents, the Parties mutually waive all claims against each other for consequential damages. Similarly, Subcontractor shall obtain in contracts with its subcontractor's mutual waivers of consequential damages that correspond to Subcontractor's waiver of consequential damages. The provisions of this section shall also apply to and survive this Agreement.

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

16. NOTICE TO CURE AND TERMINATION

16.1. FAILURE OF PERFORMANCE Should Subcontractor fail to satisfy contractual deficiencies or to commence and continue satisfactory correction of the default with diligence or promptness within three (3) business days from receipt of Constructor's written notice, then Constructor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct deficiencies and charge the costs to Subcontractor, who shall be liable for such payment, including reasonable overhead, profit, and attorneys' fees. In the event of an emergency affecting safety of persons or property, Constructor may proceed as above without notice, but Constructor shall give Subcontractor notice promptly after the fact as a precondition of cost recovery.

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

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16.3. TERMINATION BY CONSTRUCTOR If Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) business days after written notification issued under §16.1, then Constructor may, in lieu of or in addition to §16.1, issue a second written notification to Subcontractor and its surety, if any. Such notice shall state that if Subcontractor fails to commence and continue correction of a default within two (2) days of the written notification, the Agreement will be deemed terminated. A written notice of termination shall be issued by Constructor to Subcontractor at the time Subcontractor is terminated. Constructor may furnish those materials or equipment or employ such workers or subcontractors as Constructor deems necessary to maintain the orderly progress of Constructor's work. All costs incurred by Constructor in performing the Subcontract Work, including reasonable overhead, profit, and attorneys' fees, costs, and expenses, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At Subcontractor's request, Constructor shall provide a detailed accounting of the costs to finish the Subcontract Work.

16.4. TERMINATION BY SUBCONTRACTOR If the Subcontract Work has been stopped for thirty (30) days because Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of Subcontractor, then Subcontractor may terminate this Agreement upon giving Constructor seven (7) days' written notice. Upon such termination, Subcontractor shall be entitled to recover from Constructor payment for all Subcontract Work satisfactorily performed. However, if Owner has not paid Constructor for the satisfactory performance of Subcontract Work through no fault or neglect of Constructor, and Subcontractor terminates this Agreement under this article because it has not received corresponding progress payments, Subcontractor shall be entitled to recover reasonable payment for all Subcontract Work satisfactorily performed and completed, upon receipt of payment for said work from Owner. Constructor's liability for any other damages claimed by Subcontractor under such circumstances shall be extinguished by Constructor pursuing said damages and claims against Owner, on Subcontractor's behalf, as provided for by §16.2.

17. DISPUTE MITIGATION AND RESOLUTION

17.1. CLAIMS RELATING TO CONSTRUCTOR Subcontractor shall give Constructor written notice of all claims within seven (7) days of Subcontractor's knowledge of facts giving rise to the event for which claim is made; otherwise, such claims shall be deemed waived. All unresolved claims, disputes, and other matters in question between the Parties shall be resolved in the manner provided in this Agreement.

17.2. DAMAGES If the prime agreement provides for liquidated or other damages for delay beyond the completion date set forth in this Agreement, and such damages are assessed, Constructor may assess a share of the damages against Subcontractor in proportion to Subcontractor's share of responsibility for the delay. However, the amount of such assessment shall not exceed the amount assessed against Constructor. Nothing in this Agreement shall be construed to limit Subcontractor's liability to Constructor for Constructor's actual delay damages caused by Subcontractor's delay.

17.2.1. CONSTRUCTOR CAUSED DELAY Nothing in this Agreement shall preclude Subcontractor's recovery of delay damages caused by Constructor.

17.3. WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute resolution proceedings.

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17.4. If Subcontractor continues to perform, Constructor shall continue to make payments in accordance with this Agreement.

17.5. MULTIPARTY PROCEEDING The Parties agree, to the extent permitted by the prime agreement, that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. To the extent disputes between the Parties involve in whole or in part disputes between Constructor and Owner, disputes between Subcontractor and Constructor shall be decided by the same tribunal and in the same forum as disputes between Constructor and Owner.

17.6. NO LIMITATION OF RIGHTS OR REMEDIES Nothing in ARTICLE 16 shall limit any rights or remedies not expressly waived by Subcontractor which Subcontractor may have under lien laws or payment bonds.

17.7. DISPUTE MITIGATION THROUGH DIRECT DISCUSSION If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussion. Within five (5) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute.

17.8. MEDIATION Disputes between Subcontractor and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

17.9. BINDING DISPUTE PROCESSES Except as otherwise provided by this Agreement, if neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ **ARBITRATION** The Parties choose binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

☐ **LITIGATION** Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If no indicated, then litigation is the default and not arbitration.

17.9.1. COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

17.9.2. VENUE The Project location shall serve as the venue.

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17.9.3. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations.

18. MISCELLANEOUS

18.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

18.2. ASSIGNMENT Subcontractor shall not assign the whole or any part of the Subcontract Work or this Agreement without prior written approval of Constructor.

18.3. NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

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

CONSTRUCTOR: BPR Companies, LLC

Paul J. Baker

SUBCONTRACTOR: **Desert Services, LLC.**

Date: _____

END OF DOCUMENT

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(Job – GSQ BLDG 01)
(1775 North Globe Dr.)
(Goodyear, AZ, 85395)

Subcontractor (Desert Services)
Cost Code – (01-5723)
Contract Amount - (\$11,797.00)

Exhibit A Scope of Work

All “storefront metal and glass glazing” work complete, in accordance with drawings and construction documents (both preliminary and/or official), including but not limited to, those provided by **Aline architecture concepts, LLC**, dated **DATE OF PLANS** and all other plan sheets per Exhibit “C” further attached herein, including but not limited to, the following:

TRADE SPECIFIC INCLUSIONS:

1. Provide all HAZCOM/HAZMAT literature and information, as required.
2. All safety requirements for the project as outlined in Local, State and National Laws and Ordinances are included. The subcontractor agrees that they are required to submit a Project Specific Safety Program addressing the needs of this project.
3. Division 1 General Requirements.
4. Regulatory or jurisdictional requirements ancillary to this scope of work including, but not limited to:
 - a. Deferred submittal permits as required.
5. Coordination of scope of work with the following trades:
 - a. **BPR Companies, Concrete, Wet Utilities, Fencing.**
6. Furnish all material, labor, equipment, tools, incidentals, and operational requirements to complete the following scope of work included but not limited to in accordance with the Contract Documents:
 - a. **Provide SWPP Narrative Design Manual – Required per EPA Specifications as required**
 - b. **Provide SWPP Sign – Per ADEQ Specifications as required.**
 - c. **Provide Spill Kit – Per ADEQ Specifications as required.**
 - d. **Provide City Approved Fire Access sign as required.**
 - e. **CCIP/OCIP/Insurance portal fees/Prequal portal Fees or as required.**
 - f. **Provide (21) SWPP inspections Performed every 14 days or as required.**
 - g. **Provide (2) Mobilizations as required.**
 - h. **Provide & install (560LF) of EPA Approved Compost Filter Sock (wattle) as required.**
 - i. **Provide and install (2) Curb inlet protection as required.**
 - j. **Provide and install (3) inlet protection as required.**
 - k. **Provide & install (1) 15 cubic yard Concrete Roll off system as required.**
 - l. **Provide & install (7) Drop inlet protections as required.**
 - m.

PROJECT SPECIFIC INCLUSIONS:

1. **Work is being conducted in occupied space. There is ZERO tolerance for, Dust, Trash/lunch debris, Parking in Occupied parking lot (MUST park in parking garage east of the building), Using Tenants Trash can for Construction Debris, etc...**

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2. Any and all questions pertaining to the construction Project, are to be directed to BPR Companies' Superintendent, not building management, Architect, Construction Manager or tenant occupants.
3. Due diligence and special care must be taken not to damage existing finishes. Subcontractor shall be held responsible for any associated damage to existing finishes.
4. The following trades must be scheduled with Superintendent and Property Management 48 hours in advance of beginning scope of work:
 - i. Roofing
 - ii. Structural Modifications
 - iii. Mechanical/plumbing/electrical tie-ins
 - iv. Fire Alarm/Fire Sprinkler
 - v. Any work that will take place outside tenant premises
5. Subcontractor to include lifts for work in pricing, if applicable.
6. Any and all materials stored or placed inside the building will be on wheels and readily movable by one individual. Pallet jack only qualifies if readily available and provided by that sub.
7. Subcontractor shall have a site supervisor with authority to speak to the staffing requirements for your company on site at a designated time set by the BPR Companies Superintendent for the weekly schedule and/or safety meetings.
8. Subcontractor shall perform daily and final cleanup of all areas affected by Subcontractor's scope of work.
9. Comply with all federal, state, local, and BPR Companies Construction, Inc. safety requirements and regulations.
10. Confirm scope of work prior to mobilizing on site and starting Project. Immediately notify Contractor, in writing, of any discrepancies between drawings and any existing field conditions. Subcontractor shall not proceed with work until conditions are addressed and/or satisfactory.
11. Generators, personnel lifts, hoists, boom lifts, cranes, and other equipment, as required to perform this scope of work, shall be supplied by Subcontractor at their own expense and/or included as part of the Subcontractor's base proposal.
12. Provide samples, MSDS, and/or O&M's for all materials that will be installed to complete this project.
13. Parking to be per BPR Companies Superintendent in designated areas only.
14. Loading and unloading to be coordinated with BPR Companies Superintendent. Deliveries that are not coordinated can be refused by BPR Companies at the discretion of the Superintendent.
15. Include all hoisting and stocking as required to accommodate this project. BPR does not have any hoisting included and does not plan to remove any windows.
16. All pay applications must be submitted to BPR Companies by the 20th of each month or they will not be accepted for the draw.
17. Hard hats, eye and foot protection must be worn at all times.
18. Electric cords: tools and extension should not be frayed or damaged and should be equipped with a ground. Use no tools without GFCI.
19. No headsets, headphones, ear buds, AirPods, or any other hearing deprivation device shall be used on site while Subcontractor's workforce is engaged in construction activity.
20. Submittals, if applicable, must be submitted within five (5) business days of receipt of this Subcontract Agreement.
21. Closeout of Subcontractor's Scope of Work shall be provided at the request of BPR Companies. All close-out documents shall be submitted within five (5) working days after the date of request.
22. All punch list items shall be completed within (10) working days after receiving a punch list from BPR Companies. Demobilization may occur after receipt of tenant and BPR Companies' Superintendent's initials on said punch list.

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23. As-builts shall be updated weekly by Subcontractor's designated field foreman or superintendent on BPR Companies' record drawings for the Project.
24. A responsible representative (e.g., – foreman, superintendent) from the Subcontractor must be present at all agency inspections.

SCHEDULE:

Work Item	Duration (in working days)
Drop off Materials/Setup concrete rollout	2 days
(Inspections)	15 separate days
Material to Jobsite	11/17/2025

1. Mobilizations as required for work within this Scope. – Multiple may be required. BPR is not responsible for out of sequence work.
2. Delays due to clarifications from the Subcontractor's foreman will not be allowed. Subcontractor shall plan ahead and ask for necessary clarifications in writing prior to the start of the work in order to avoid delays to the established durations.
3. BPR Companies will maintain and update a project schedule for all scopes of work as the work progresses. This trade is responsible for communicating with field personnel to verify all projected start and finish dates for your scope of work. While the Subcontractor's work is identified on the 4-week look-ahead schedule, a responsible Subcontractor representative will attend weekly contractor coordination, safety and scheduling meetings.
4. It is hereby understood and mutually agreed that the date of beginning, the rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Subcontract; and it is further mutually understood and agreed that the Work embraced in this Subcontract shall be commenced on the date specified in the written Notice to Proceed. It is further agreed that time is of the essence. If the Subcontractor shall neglect, fail, or refuse to complete the Work to be done hereunder within the time specified, or any proper extension granted by the Architect, the Subcontractor acknowledges that Contractor will be damaged and that any damages that may be incurred by Contractor will be reimbursed by Subcontractor. Therefore, the Subcontractor agrees, in consideration for the award and execution of this subcontract by Contractor, to pay for damages attributable in part and/or in whole to the Subcontractor's neglect, failure or refusal to complete the Work including but not limited to additional supervision, work force supplementation and liquidated damages equal to actual cost per calendar day as applies including punch list work.

SUBCONTRACT AGREEMENT AMOUNT:

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Base Bid	\$ 11,797.00
Tax	\$ Excl.
Contract Total	\$ 11,797.00

TOTAL SUBCONTRACT AGREEMENT AMOUNT: \$11,797.00

EXCLUSIONS: The only exceptions to this Subcontract Agreement are as follows:

1. Sales Tax
2. Building Permit(s)
3. Bonds.

SPECIAL CONDITIONS:

1. Subcontractor agrees to furnish all labor, material, equipment, tools, scaffolding, hoisting, supervision, licenses, permits, clean-up, haul off debris and services necessary to complete all work in accordance with all plans, specifications, schedules, and amendments, as required.

Subcontractor Signature

Print Name

Date

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Exhibit B

Subcontractor General Requirements

1. Project access hours are from _6_ AM to _3_ PM, Monday through Friday. Project work hours will be from _6_ AM to: _3_ PM, Monday through Friday. Work during other hours and weekends may be allowed with prior approval of BPR Companies, LLC Project Superintendent at no additional cost to BPR Companies, LLC.
2. Subcontractor shall be responsible for the coordination, accuracy, and completeness of all submittals associated with the scope of work. Any deviations from the contract documents shall be clearly identified, and appropriate material substitution request forms completed.
3. Subcontractor shall notify Contractor accordingly of any and all items shown in the contract documents that do not meet general code requirements.
4. Subcontractor shall notify BPR Companies, LLC if any labor, material, equipment or service is unavailable, and will subsequently affect execution of the scope of work in terms of schedule or quality.
5. Subcontractor shall provide protection of all existing, adjacent surfaces from damage. If an existing, adjacent surface is damaged, as determined by BPR Companies, LLC, as a result of the scope of work, a 24-hour notice to repair will be given. If no action is taken, the damage will be repaired by BPR Companies, LLC and a back-charge will be issued to Subcontractor.
6. Subcontractor shall provide mobilizations as required to complete the scope of work as per the dates set forth in the baseline schedule and updated on the weekly look-ahead schedules. Subcontractor shall provide manpower information of all project schedule activities within 14 days of the award of this subcontract. Subcontractor will adequately staff the job to maintain the Contractor's construction schedule.
7. Subcontractor agrees and acknowledges that the Project schedule, as established by Contractor, may be reasonably changed by Contractor and hereby releases and discharges Contractor and Owner from any liability for damages or expenses which may be caused to or sustained by Subcontractor by reason of any such changes. Subcontractor will only be entitled to additional compensation for compliance with amendments to the Project schedule or damages for delay to the extent the Prime Contract entitles Contractor to damages or to a contract adjustment increasing the price. Upon request by the Contractor, the Subcontractor will furnish to Contractor, in writing, a progress schedule covering the Subcontract Work. Such schedule will show in detail the procurement, submittals, shop drawings, fabrication, delivery and installation activities of all major components of the Subcontract Work. Subcontractor agrees to update such schedule and to meet with Contractor monthly, or more frequently as reasonably required by Contractor.
8. If an activity associated with the scope of work falls behind, it will be the Subcontractor's responsibility to provide BPR Companies, LLC with a scope specific recovery schedule clearly documenting how the lost time will be made up (e.g., overtime, increased manpower, etc.). Subcontractor shall make up lost days so as not to impact the schedule and/or the progression of other trades at no cost to Contractor.
9. Subcontractor shall contact AZ Blue Stake and/or a private locator prior to commencing with any underground work on-site. All results are to be provided to BPR Companies, LLC for as-built documentation purposes.

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10. Subcontractor shall notify BPR Companies, LLC of any and all discrepancies with other trades' work prior to commencing with any work on-site.
11. Subcontractor shall be registered with the Maricopa County Air Quality Department as required by Maricopa County Rule 200 §306. A copy of the Registration letter is to be submitted to BPR Companies, LLC office. The registration number must be visible at all times in one or more of the following ways: (1) a sign on Subcontractor's vehicle or equipment, (2) a sign that is visible in the window of Subcontractor's vehicle or equipment, (3) a sign posted on-site adjacent to the location where Subcontractor is working. Subcontractor shall provide dust control efforts associated with their scope of work and as outlined in Dust Control Permit Documents posted at the jobsite. Should Subcontractor's work include hauling materials to and/or from the site Subcontractor shall be responsible for sweeping and cleaning of adjacent roads and streets daily when hauling to the satisfaction of the BPR Companies, LLC Superintendent. Cleaning shall be by mechanical means (not with water).
12. Subcontractor shall review and sign-off on BPR Companies, LLC QA/QC manual associated with the scope of work prior to commencing with any work on-site.
13. Subcontractor shall provide all machinery and equipment as needed to complete their scope of work.
14. Subcontractor shall provide and maintain competent project supervision throughout the duration of the project. In the event Subcontractor employs non-English speaking personnel at the site. Subcontractor shall provide supervisory personnel fluent in both English and the non-English language spoken by such employees.
15. Subcontractor shall coordinate and interface with all trades and ensure that a foreman is in attendance at all weekly coordination and safety meetings held at the jobsite. Subcontractor shall conduct weekly safety meeting (toolbox talks) and shall provide a copy of the minutes to BPR Companies, LLC Superintendent.
16. Hearing and respiratory protection equipment, and face shields or goggles shall be worn as required by the appropriate standards. Any employee exposed to a fall hazard of 6-foot or greater must utilize either fall protection or fall arrest systems. Fall arrest systems include a body harness and appropriate lanyard and available attachment points capable of sustaining loads as outlined by OSHA and/or other appropriate governing authorities.
17. All excavating and trenching requirements are to follow current OSHA requirements.
18. Subcontractor shall provide daily clean-up and haul-off of the jobsite to an on-site dumpster provided by Contractor, unless otherwise agreed to by BPR Companies, LLC. If Subcontractor is not providing satisfactory clean-up, as determined by BPR Companies, LLC, a 24-hour notice to clean-up will be given. If no action is taken, necessary clean-up will be implemented by BPR Companies, LLC, and a back-charge will be issued to Subcontractor.
19. Subcontractor shall provide off-site storage space, parking, jobsite transportation, etc., unless otherwise agreed to by BPR Companies, LLC.
20. Subcontractor shall remove, (e.g., haul-off, relocate on-site, etc.), all trenching spoils associated with the scope of work, as directed by BPR Companies, LLC.
21. Site fence is not to be opened or compromised at any time for any reason without BPR Companies, LLC knowledge and approval. Any fence readjusting as a result will be the financial responsibility of this Subcontractor.
22. Subcontractor shall notify Contractor of any major deliveries a minimum of seven (7) days in advance.

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23. Subcontractor shall be responsible for the security of all their materials and equipment stored on-site. BPR Companies, LLC assumes no risk for lost or stolen materials or equipment.
24. Subcontractor shall coordinate all required inspections associated with the scope of work. A 24-hour notice must be provided to Contractor prior to scheduling any inspections.
25. Subcontractor shall comply with all safety requirements set forth in the BPR Companies, LLC Safety and Hazard Program, specifically noting proper attire, (e.g., hard hats, safety glasses, high visibility colored shirts and/or safety vests, closed toed shoes, long pants, etc.), first violation the person will be removed from the site for the day; second violation, the person will be removed from the project and will not be allowed to return. Subcontractor shall provide BPR Companies, LLC with proper MSDS documentation for hazardous materials.
26. Subcontractor must provide BPR Companies, LLC representative with a copy of "Report of Injury or Illness" within 48 hours of any injury or illness that falls within the OSHA 300 reporting requirements. All injuries must be reported to BPR Companies, LLC immediately after the occurrence.
27. Subcontractor shall comply with all OSHA Regulations. Should OSHA levy a fine against BPR Companies, LLC for lack of compliance specifically associated with the scope of work, BPR Companies, LLC reserves the right to deduct the levied amount from future payments owed to Subcontractor.
28. Prevent and promptly cure any work stoppage or labor dispute that may impact the Work. Failure to prevent or cure any such work stoppage or labor dispute may be considered an event of default, entitling Contractor to exercise its remedies hereunder.
29. Subcontractor shall provide his own temporary power at no expense to Contractor until permanent power is available.
30. Subcontractor is responsible for all barricades, flagging and traffic control as required for the coordination of Subcontractors own scope of work.
31. Owner Request for Changes. Subcontractor recognizes that Owner has certain rights to make changes to the Project, including the Subcontract Work, as provided in the Prime Contract. Subcontractor will be notified of any change order requests (CORs) by the Owner with respect to the Subcontract Work. Subcontractor agrees to respond to all CORs, including all necessary cost breakdowns, to the BPR Companies, LLC within seven (7) calendar days of receipt. Time is of the essence for responses to any CORs and Subcontractor shall be liable for any and all additional costs incurred resulting from the failure to provide timely and/or complete responses to any CORs. Subcontractor shall be entitled to overhead and profit on any change order issued by Owner with respect to Subcontract Work not to exceed 15% combined for Subcontractor and all of its lowered tier parties, unless otherwise provided for in the Subcontract Agreement. Subcontractor shall maintain all correspondence and communication in regard to change orders solely with BPR Companies, LLC and shall not communicate directly with Owner.
32. Subcontractor shall review and approve all value engineering and value-added changes with BPR Companies, LLC, prior to reviewing with any other project team members (e.g., owner, architect, engineer, etc.).
33. Subcontractor shall provide a one (1) year, full coverage, material and workmanship warranty, as well as all manufacturer extended warranties as required per the specifications or industry standards.



34. If as-built(s) are applicable to scope of work, Subcontractor is to furnish all as-built drawings, appropriate written, warranties and guarantee information, equipment manuals, operations and maintenance manuals as a condition to and prior to final completion and final payment. If subcontractor's as-built(s) are incomplete, funding will be withheld by BPR Companies, LLC until as-built(s) are brought up to date.

Subcontractor Signature

Print Name

Date

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Exhibit C Drawing Log

<u>OWNER</u>		<u>ARCHITECTURAL</u>	
Globe Corporation		cover	cover
6730 n. scottsdale rd. suite 250	a-1.0	site plan	
scottsdale, az 85253	a-1.1	enlarged site plan	
<u>owner representative: founsite</u>	a-1.2	life safety plan	
michael wechsler	a-1.3	site details	
4850 e. cotton center blvd. suite 200	a-1.4	enlarged patio & hardscape plans	
phoenix, az, 85040	a-1.5	enlarged patio & hardscape plans	
t. 602.393.6878	a-1.6	enlarged patio & hardscape plans	
	a-2.0	floor plan	
<u>GENERAL CONTRACTOR</u>	a-2.1	floor finish + dimension plan	
TBD	a-2.2	reflected ceiling plan - low	
	a-2.3	roof plan	
	a-3.0	exterior elevations	
	a-4.0	building sections + wall section	
	a-4.1	wall sections	
	a-5.0	details	
<u>ARCHITECT</u>	a-6.0	finish schedule + window elevations	
aline architecture concepts, llc	a-6.1	door elevations + schedule	
brian krob, principal; brian laubenthal, principal	gs-1.0	general specifications	
7340 east main street, #210	gs-1.1	general specifications	
scottsdale, az 85251	gs-1.2	general specifications	
t. 480.980.9039			
	<u>STRUCTURAL</u>		
<u>CIVIL</u>	s-1.0	general structural notes	
olsson	s-1.1	general structural notes & wind loads	
william d. zegler	s-1.2	ssi tables	
7878 north 16th street, suite 105	s-1.3	typical details	
phoenix, az 85020	s-1.4	typical details	
t. 602.748.1000	s-1.5	typical details	
	s-2.1	foundation plan	
<u>STRUCTURAL</u>	s-2.2	low roof framing plan	
a.v. schwan & associates	s-4.0	sections	
mo kateeb, principal	s-5.0	sections	
6000 east thomas road, # 1	s-5.1	sections	
scottsdale, az 85251			
t. 602.265.4331			
	<u>MECHANICAL/PLUMBING</u>		
<u>MECHANICAL / PLUMBING</u>	m-0.1	mechanical schedules & details	
ardebil engineering	m-0.2	mechanical com-energy compliance	
omid ardebil, principal	m-1.0	mechanical floor plan	
8100 east indian school road, #203	m-1.1	mechanical roof plan	
scottsdale, az 85251	m-2.0	mechanical specifications	
t. 480.626.7072			
	p-0.1	plumbing schedules	
<u>ELECTRICAL</u>	p-0.2	plumbing site plan	
ardebil engineering	p-1.0	plumbing floor plan	
omid ardebil, principal	p-1.1	plumbing roof plan	
8100 east indian school road, #203	p-2.0	plumbing details	
scottsdale, az 85251	p-3.0	plumbing specifications	
t. 480.626.7072			
	<u>ELECTRICAL</u>		
<u>LANDSCAPE ARCHITECT</u>	e-0.1	electrical symbols & notes	
laskin & associates, inc.	e-0.2	electrical site plan	
hardy laskin	e-0.3	electrical photometric plan	
5013 east washington street, suite 110	e-0.4	electrical cut sheets	
phoenix, az 85034	e-0.5	electrical schedules	
t. 602.840.7771	e-1.0	electrical lighting floor plan	
	e-1.1	electrical power plan	
<u>PRIMARY COMPLIANCE JURISDICTION</u>	e-2.0	one line diagram	
city of goodyear	e-2.1	electrical panel schedules	
building safety division	e-2.2	electrical specifications	
1900 north civic center drive			
goodyear, az 85395			
t. 623.932.3004			

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Exhibit D – Construction Schedule
Project Name – (GSQ BLDG 01)
Job# 1-25-010

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EXHIBIT E
PROJECT CONTACT / BILLING INFORMATION

PROGRESS BILLINGS:

- Submit your bill by the **20th of the month** projecting through the last day of the month.
- **Submit invoice** on the **AIA G702 & G703 Form or equivalent** provided with your Subcontract Agreement.
- **Include a Schedule of Values.** Be sure to withhold retention at 10%.
- **Include** a completed signed **Conditional Waiver**.
- **Stored materials** require the following documentation to approve payment:
 - 1) Inventory Manifest/Bill of Sale.
 - 2) Insurance Certificate for specified value of material and location.
 - 3) Photos with material clearly segregated and labeled with project and BPR's name on it.
- **E-mail invoices** to billing@bprcompanies.com If you email the invoice, it is not necessary to mail it. If you are only mailing it, it needs to be received by the 20th and be mailed to 15150 West Park Place, Suite 309, Goodyear, AZ, 85395.

RETENTION INVOICES:

- **Submit** your **Retention billing** when you are **complete** with your **work scope**. Retention shall be **billed separately** from your progress billing.
- **Submit invoice** on the **AIA G702 & G703 Form or equivalent** provided with Subcontract Agreement.
- **Include a Schedule of Values.**
- **Include** a completed and signed **Conditional Final Waiver**.
E-mail invoices to billing@bprcompanies.com If you email it, it is not necessary to mail it. If you are only mailing it, it needs to be received by the 20th and be mailed to 15150 West Park Place, Suite 309, Goodyear, AZ, 85395.

WHAT IS NEEDED TO RELEASE PAYMENT

- Signed Subcontract Agreement
- Insurance certificates (current) – See Exhibit E of your Subcontract Agreement for specifics
- MCAQD Registration Certificate (current)
- Completed W-9
- Unconditional Waivers from Suppliers
- Warranty and Close Out Documents if the final payment

WHO TO CONTACT?

- <Nick Carrol> – <602-760-9501> – < Nickjc@bprcompanies.com > – Project Manger
- <Brandon McCrea> - <602-930-3853> - < brandonm@bprcompanies.com > - Superintendent
- <Joshua Wills> - <602-550-2114> - < Joshuaw@bprcompanies.com > – Project Engineer
- Cyndi Beachy – 623.776.6822 - cyndib@bprcompannies.com – Certificate of Insurance
- Allyson Waddle – 623.850.2359 - warranty@bprcompanies.com – Warranty and Closeouts

Print Name

Subcontractor Signature

Date

Following these guidelines will make the billing process go much smoother. If any changes are made to your invoice, an email will be sent outlining the changes and any requirements above that are needed. If your bill has been changed and there is a discrepancy, contact the Project Manager.

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EXHIBIT F
Insurance Provisions – (GSQ BUILDING 01)

PLEASE SEND THESE REQUIREMENTS TO YOUR INSURANCE AGENT

1. **INSURANCE:** Subcontractor shall obtain and submit insurance before any work is performed under the contract or within five (5) calendar days after award of contract whichever occurs first, certificates from the subcontractor's insurance carriers indicating coverage with limits of liability as set forth in the principal contract, but in no event shall the limits be less than those specified herein. Certificates of insurance shall comply with requirements as specified in this contract. All insurance required hereunder shall be issued by a financially responsible company that is authorized to do business in the state where the project is located and that has an A.M. Best rating of A- VII or better.
 - 1.1.1 Workers Compensation / Employers Liability
 - Workers' Compensation - Statutory
 - Employers Liability - \$1,000,000, Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
 - Subcontractor shall provide a Waiver of Subrogation in favor of Contractor
 - 1.1.2 Commercial Automobile
 - \$1,000,000 Liability
 - Covers all owned, non-owned and hired automobiles
 - Subcontractor shall provide a Waiver of Subrogation in favor of Contractor
 - 1.1.3 Commercial General Liability
 - \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products & Completed Operations Aggregate / \$1,000,000 Personal Injury
 - General Aggregate shall apply "Per Project"
 - Contractor and Owner shall be named as Additional Insured on a "Primary/Noncontributory" basis
 - Subcontractor shall provide actual Additional Insured Endorsement along with Certificate of Insurance evidencing above requirements
 - Policy shall contain no exclusion or limitation as applies to Contractual coverage
 - Policy must be written on an Occurrence form, Claims-Made form is unacceptable
 - Acceptable Additional Insured Endorsements are the CG 20 10 07/04 and the CG 20 37 07/04 or equivalent. Any additional insured endorsement that does not include completed operations is not acceptable.
 - 1.1.4 Commercial Umbrella
 - \$2,000,000 Liability

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1.1.5 General Requirements

- Subcontractor shall obtain and submit insurance before any work is performed under the contract or within five (5) calendar days after award of contract whichever occurs first, certificates from the subcontractor's insurance carriers indicating coverage with limits of liability as set forth in the principal contract, but in no event shall the limits be less than those specified herein. Certificates of insurance shall comply with requirements as specified in this contract. All insurance required hereunder shall be issued by a financially responsible company that is authorized to do business in the state where the project is located and that have an A.M. Best rating of A- VII or better
- Subcontractor agrees to continue and maintain at its expense the insurance including additional insured coverage for a period of at least two (2) years following completion of Subcontractor's performance under this contract.
- Each policy described in subparagraph (ii) and (iii) above shall name Owner and Contractor as additional insured at no expense to Owner or Contractor. Subcontractor shall furnish Contractor with certificates of all required insurance including ISO endorsement forms CG 2010 0704 and CG 2037 0704 before commencing work under this contract. Such certificates shall certify (1) that each policy is then in full force and effect with the expiration date indicated thereon; (2) that each policy described in subparagraphs (i), (ii) and (iii) above shall not be canceled or reduced in coverage without thirty (30) days prior written notice to Owner and Contractor; and (3) that Owner and Contractor are named as additional insured's under each policy described in subparagraphs (ii) and (iii) above shall contain a provision stating that coverage is "primary" and that any coverage maintained by Owner or Contractor shall be non-contributory.
- Subcontractors shall maintain at their expense coverage for equipment or materials stored offsite or in transit.
- If required by the prime contract - Pollution Insurance with a limit of \$1,000,000 that includes coverage for mold.
- If required by the prime contract - Contractors Professional Liability Insurance with a limit of \$1,000,000.

PLEASE SEND INSURANCE CERTS ATTN: Cyndi Beachy

cyndib@bprcompanies.com

**Additional Insured
information for this
project:**

BPR Companies, LLC,
Owner per Exhibit G and Bank

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Subcontractor Billing Form

See attachment

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Exhibit G

Preliminary Lien Information

Project Name	GSQ BUILDING 01
Address	
City/State/Zip	
General Contractor	BPR Companies LLC
Address	15150 West Park Place Suite 309
City/State/Zip	Goodyear AZ, 85395
Project Owner	GSQ Retail 1, LLC
Address	6730 North Scottsdale Road, Suite 250
City/State/Zip	Scottsdale, AZ 85253
Building Owner	GSQ Retail 1, LLC
Address	6730 North Scottsdale Road, Suite 250
City/State/Zip	Scottsdale, AZ 85253
Landowner	GSQ Retail 1, LLC
Address	6730 North Scottsdale Road, Suite 250
City/State/Zip	Scottsdale, AZ, 85253
Project Lender	Enterprise Bank & Trust
Address	3900 E Camelback Road, Suite 180
City/State/Zip	Phoenix, AZ, 85018
Bond	None
Legal Description/Parcel	Lot 2C (refer to sheet C001 for LD)

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EXHIBIT H
Point of Contact Information

PLEASE EMAIL COMPLETED FORM BACK TO ALL CONTACTS LISTED ON THE EXHIBIT E.

Project # AND Project Name: 1-25-01 - GSQ BUILDING 01

Address:

Project Manager / Project Representative POC:

Name: _____

Cell: _____

Email: _____

Foreman / Site Contact POC:

Name: _____

Cell: _____

Email: _____

Safety Coordinator / Representative POC:

Name: _____

Cell: _____

Email: _____

Billing & Payment Applications POC:

Name: _____

Cell: _____

Email: _____

Billing & Payment Applications POC:

Name: _____

Cell: _____

Email: _____

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