

**SUBCONTRACTOR AGREEMENT BETWEEN COMPANY AND CONTRACTOR**

And now, this AGREEMENT shall be made as of the [redacted] day of [redacted] in the year 202[redacted];

**BETWEEN** the Company:

3Rivers General Contracting, LLC  
1535 E Carson St, Suite 324  
Pittsburgh PA 15203  
[info@3riverscm.com](mailto:info@3riverscm.com)

and the Contractor:

[redacted] Company Name:  
[redacted] Company Address:  
[redacted] Company Email:

The Prime Contract between Company and Contractor (collectively the “Parties”) provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which specific compensation amounts may be redacted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor. These documents as well as each of the Schedule Documents including but not limited to the 3Rivers Code of Ethics are explicitly incorporated to the fullest extent allowable by law.

The Company and the Contractor agree as follows.

## INDEPENDENT CONTRACTOR AGREEMENT

1. Nature of Engagement and Services; Requirements. Company hereby engages Contractor to provide services to Company as described in Schedule 1-C, Schedule 1-M or Schedule 1-AE (as applicable) hereto (the "Services") upon the terms and conditions set forth herein. During its engagement with Company, Contractor shall (a) diligently perform the Services in a professional and ethical manner in accordance with the Company's Code of Ethics, which Company will provide upon or soon after execution of this Agreement by the Parties; (b) maintain any applicable licenses, certifications, and insurance policies required for the Services provided by Contractor; (c) abide by Company's then-current policies or guidelines while on Company's property, at Company's facilities, on the Company's client's property and otherwise on the property where the Services are performed; and (d) perform all Services in a good and workmanlike manner and in accordance with applicable professional standards. All Services shall be performed to the reasonable satisfaction of Company.

2. Independent Contractor Relationship. The Parties acknowledge and agree that, in performing the Services on behalf of Company under this Agreement, Contractor will act as an independent contractor rather than an employee or agent of Company. The Parties further acknowledge and agree that this Agreement does not create, and is not intended to create, a partnership, association, joint venture or other legal entity or form an employment relationship between Company and Contractor. Contractor shall have the right to determine the time, manner, and method of the performance of the Services under this Agreement, subject to Company's approval. Contractor shall also be responsible for paying all of the expenses that Contractor incurs in running its business and for providing all of the materials, equipment and tools that are necessary or required for Contractor to perform the Services. Contractor shall not represent, directly or indirectly, that it is an agent or legal representative of Company, nor shall Contractor have the authority to incur any liabilities or obligations of any kind in the name of or on behalf of Company without Company's express written consent. Unless expressly permitted by Company in writing, Contractor shall not engage subcontractors or former employees of the Company for the performance of any of the Services.

3. Termination of Agreement and Engagement. The term of this Agreement and Contractor's engagement with the Company hereunder shall begin on the date of the Parties' signature to this Agreement and continue until terminated by one of the Parties. Either Party may terminate this Agreement and Contractor's engagement hereunder by providing 30 days' written notice to the other Party. Company may terminate this Agreement and Contractor's engagement hereunder immediately with Cause. For purposes of this Agreement, "Cause" means Company's reasonable determination that any of the following has occurred: (a) failure by Contractor to perform the Services to the satisfaction of Company, including but not limited to any failure to provide any of the deliverables set for on Schedule 1-C or Schedule 1-M (as applicable) in a timely manner; (b) a breach by Contractor of any provision of this Agreement; (c) the commission of, conviction of, pleading guilty to, or confession to, or entering of a plea of *nolo contendere* by Contractor to any felony or any crime involving fraud, dishonesty, moral turpitude, or a breach of trust; or (d) commission by Contractor of a willful or negligent act which causes, or is likely to cause, harm to Company. Upon the termination of this Agreement for any reason, Contractor shall be entitled to payment of any earned but unpaid compensation for the Services as of the date of termination, subject to any offset for damages suffered by Company as a result of Contractor's breach of this Agreement. Contractor shall not be entitled to any additional or future compensation whatsoever. For purposes of this Agreement, "Termination" means the termination of Contractor's engagement with Company for any of the reasons set forth in this Section 3, and "Termination Date" means the date of Contractor's Termination.

Contractor acknowledges and agrees that, as an independent contractor, neither Contractor nor any of its employees or agents is entitled to receive unemployment compensation insurance benefits upon the Termination of this Agreement. Accordingly, Contractor agrees not to file or pursue a claim for unemployment compensation benefits upon the termination of this Agreement or Contractor's engagement for any reason.

### 4. Compensation, Benefits, and Expenses.

(a) Compensation for Services. In consideration for the Services and obligations set forth herein, Company shall pay Contractor as set forth on Schedule 1-C, Schedule 1-M or Schedule 1-AE (as applicable). The Parties acknowledge and agree that Company reserves the right, in its sole discretion, to change the compensation terms set forth in Schedule 1-C, Schedule 1-M or Schedule 1-AE (as applicable) at any time and for any reason, provided that Company (i) provides Contractor with ten (10) days' written notice of any such changes; and (ii) the changes do not affect Contractor's compensation for Services already rendered through the effective date of any such changes.

(b) Benefits. Because Contractor is an independent contractor and not an employee of Company, neither Contractor nor any of its employees or agents shall be entitled to any employment-related benefit that Company provides or offers to its employees, including but not limited to (i) medical, disability, life or any other type of insurance benefits; (ii) time off or pay for vacations, holidays, personal time or any other type of leave; (iii) retirement benefits; or (iv) any other type of benefit that Company provides or offers to its own employees.

(c) Tax Reporting. Contractor shall be responsible for filing any and all required federal, state and local income and employment and self-employment tax returns with respect to the compensation paid to Contractor under this Agreement. Contractor acknowledges and agrees that Company will make no deductions from payments to Contractor for federal, state or local tax withholdings, social security, unemployment compensation, workers' compensation or disability insurance. In the event that Company is required to pay any such amounts or related penalties or fines, Contractor agrees to hold harmless and indemnify Company in full for all such amounts and related penalties and fines incurred by the Company.

(d) Non-Exclusivity. During the term of this Agreement and thereafter, Contractor shall not be prohibited from providing services to other companies, organizations, entities or individuals that compete with Company or provide services similar to those offered by the Company, subject to the provisions set forth in Sections 5 through 8 of this Agreement (the "Restrictive Covenants").

(e) Insurance and Licenses. Contractor agrees to obtain and maintain, at its own expense, all insurance policies and coverages and all licenses that are required by law or by any federal, state or local licensing or regulatory entities throughout the term of its engagement with Company. Contractor understands and agrees that it is solely the responsibility of Contractor to (1) understand what insurance policies and coverages and licenses are required by law and (2) to obtain such coverage and renew such coverage as required. Regardless of whether such insurance policies and coverages or licenses are required by law or by a licensing or regulatory entity, Contractor agrees to obtain and maintain, at its own expense, the insurance coverage and licenses as set forth on Schedule 3-I (as applicable). Contractor shall ensure that the Company is named as an additional insured on all insurance coverages during the time that Contractor is performing the Services. Contractor shall also furnish the Company with proof of all insurance coverages and valid licenses prior to the commencement of the Services and upon request by the Company. Contractor shall continue to furnish the Company with proof that all insurance coverages and licenses have been renewed within ten (10) days of renewal if such renewal is required.

5. Restriction on Disclosure and Use of Confidential Information. Contractor agrees that Contractor shall not, directly or indirectly, use any Confidential Information on Contractor's own behalf or on behalf of any person other than Company, or reveal, divulge or disclose any Confidential Information to any person not expressly authorized by Company to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Contractor further agrees it shall fully cooperate with Company in maintaining the Confidential Information to the extent permitted by law. The Parties acknowledge and agree that this Agreement is not intended to, and does not, alter either Company's rights or Contractor's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Contractor shall not be restricted from disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; *provided, however*, that in the event such disclosure is required by law, Contractor shall provide Company with prompt notice of such requirement so that Company may determine whether to seek an appropriate protective order prior to any such required disclosure by Contractor.

For purposes of this Agreement, "Confidential Information" means any and all data and information relating to Company, its activities, business, or customers that (a) is disclosed to Contractor or about which Contractor becomes aware as a consequence of its engagement with Company; (b) has value to Company; and (c) is not generally known outside of the Company. "Confidential Information" shall include, but is not limited to the following types of information regarding, related to, or concerning Company: trade secrets; financial plans and data; management planning information; business plans; operational methods; market studies; marketing plans or strategies; pricing information; product development techniques or plans; customer and vendor lists; customer files; material and product specifications; personnel and compensation policies; new personnel acquisition plans; information received from third parties under confidential conditions; and other similar information. This definition shall not limit any definition of "confidential information" or any equivalent term under federal or state law. "Confidential Information" shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company.

6. Non-Recruitment of Employees and Independent Contractors of Company. Contractor agrees that, during the term of this Agreement and for six (6) months after the Termination Date, Contractor shall not, directly or indirectly, whether on Contractor's own behalf or as a principal or representative of any person or entity, solicit or induce or attempt to solicit or induce any employee or independent contractor of the Company with whom Contractor had contact as a result of Contractor's engagement with the Company, to terminate his or her employment or other engagement with the Company or to enter into an employment or an independent contractor engagement with Contractor or any other person or entity. The Company will review any written request by Contractor for this provision to be waived as to certain employees or independent contractors; however, the Company reserves all rights to enforce this provision despite any request. Any waiver by the Company as to a certain employee or independent contractor does not waive the right to enforce this provision against all other employees or independent contractors.

7. Non-Recruitment of Customers of Company. Contractor agrees that, during the term of this Agreement and for six (6) months after the Termination Date, Contractor shall not, directly or indirectly, whether on Contractor's own behalf or as a principal or representative of any person or entity, solicit or induce or attempt to solicit or induce any customer of the Company with whom Contractor had contact as a result of Contractor's engagement with the Company, to terminate the customer's relationship with the Company or to enter into any relationship with Contractor or any other person or entity. The Company will review any written request by Contractor for this provision to be waived as to certain customers; however, the Company reserves all rights to enforce this provision despite any request. Any waiver by the Company as to a certain customer does not waive the right to enforce this provision against all other customers.

8. Company Materials.

(a) Use of Company Materials. Contractor acknowledges and agrees that any and all materials provided by the Company to Contractor are the property of the Company and may not be used outside of the scope, terms, and conditions of this Agreement or in providing services to or on behalf of any person or entity other than the Company.

(b) Return of Confidential Information and Company Materials. Contractor agrees that Contractor will not retain or destroy (except as set forth below), and will immediately return to the Company on or prior to the Termination Date, or at any other time the Company requests such return, any and all property of the Company that is in Contractor's possession or subject to Contractor's control, including, but not limited to, customer files and information, papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs, tapes, keys, access cards, credit cards, identification cards, equipment, computers, mobile devices, other electronic media, all other files and documents relating to the Company and its business (regardless of form, but specifically including all electronic files and data of the Company), together with all Confidential Information belonging to the Company or that Contractor received from or through Contractor's engagement with the Company. Contractor will not make, distribute, or retain copies of any such information or property. To the extent that Contractor has electronic files or information in Contractor's possession or control that belong to the Company or contain Confidential Information (specifically including but not limited to electronic files or information stored on personal computers, mobile devices, electronic media, or in cloud storage), on or prior to the Termination Date, or at any other time the Company requests, Contractor shall (i) provide the Company with an electronic copy of all of such files or information (in an electronic format that readily accessible by the Company); (ii) after doing so, delete all such files and information, including all copies and derivatives thereof, from all non-Company-owned computers, mobile devices, electronic media, cloud storage, and other media, devices, and equipment, such that such files and information are permanently deleted and irretrievable; and (iii) provide a written certification to the Company that the required deletions have been completed and specifying the files and information deleted and the media source from which they were deleted. Contractor agrees that Contractor will reimburse the Company for all of its costs, including reasonable attorneys' fees, of recovering the above materials and otherwise enforcing compliance with this provision if Contractor does not return the materials to the Company or take the required steps with respect to electronic information or files on or prior to the Termination Date or at any other time the materials and/or electronic file actions are requested by the Company or if Contractor otherwise fails to comply with this provision.

9. Enforcement of Restrictive Covenants.

(a) Rights and Remedies Upon Breach. The Parties specifically acknowledge and agree that the remedy at law for any breach of any of the Restrictive Covenants set forth in Paragraphs 5, 6, 7 and 8 above will be inadequate, and that in the event Contractor breaches, or threatens to breach, any of the Restrictive Covenants, the Company shall have the right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily

and permanently, Contractor from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company. Contractor understands and agrees that, if Contractor violates any of the obligations set forth in the Restrictive Covenants, the period of restriction applicable to each obligation violated shall cease to run during the pendency of any litigation over such violation, provided that such litigation was initiated during the period of restriction. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity. Contractor understands and agrees that, if the Parties become involved in legal action regarding the enforcement of the Restrictive Covenants and if the Company prevails in such legal action, the Company will be entitled, in addition to any other remedy, to recover from Contractor its reasonable costs and attorneys' fees incurred in enforcing such Restrictive Covenants.

(b) Severability and Modification of Covenants. Contractor acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time, geography, and scope and in all other respects. The Parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Each of the Restrictive Covenants shall be considered and construed as a separate and independent covenant. Should any part or provision of any of the Restrictive Covenants be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement or such Restrictive Covenant. If any portion of any of the Restrictive Covenants is found to be invalid or unenforceable because its duration, geographic territory, scope of activities, or information covered is considered to be unreasonable in scope, the invalid or unenforceable term shall be redefined, or a new enforceable term provided, such that the intent of the Company and Contractor in agreeing to the provisions of this Agreement will not be impaired and the provision in question shall be enforced to the fullest extent permitted by law.

10. Indemnification and Defense.

(a) Claims or Losses. Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and all of its affiliates, subsidiaries, parents, members, partners and joint venture partners and each of their respective owners, officers, shareholders, attorneys, employees and agents from and against all claims, losses, damages, demands, suits, injuries and liabilities, including all costs of litigation, mediation, arbitration and attorneys' fees, arising from or relating to (i) Contractor's performance of, or failure to perform, any of its obligations under this Agreement to the satisfaction of Company; (ii) any damage suffered or experienced by Company or any of its affiliates, subsidiaries, parents and joint venture partners and each of their respective owners, officers, shareholders, attorneys, employees and agents relating to the Services performed by Contractor; (iii) the death of, or injury to, any person which resulted from any act or omission of Contractor or Contractor's employees or agents; (iv) any damage to any property which resulted from any act or omission of Contractor or Contractor's employees or agents; and (v) the breach of any warranty made by Contractor under this Agreement.

Notwithstanding and in addition to the other indemnification provisions contained in this Agreement, Contractor shall defend and hold Company and all of its affiliates, subsidiaries, parents, members, partners and joint venture partners and each of their respective owners, officers, shareholders, attorneys, employees and agents harmless from any and all claims or liabilities brought by any individual or entity that is employed, contracted with, or otherwise retained by Contractor to provide the Services. Specifically, but not by way of limitation, Contractor agrees to indemnify, defend and hold Company and all of its affiliates, subsidiaries, parents and joint venture partners and each of their respective owners, officers, shareholders, attorneys, employees and agents harmless from and against any and all claims, actions, charges, causes of action, sums of money due, suits, debts, covenants, contracts, agreements, promises, demands or liabilities (including investigation costs, settlement fees and reasonable attorneys' fees) of whatever type or nature, arising out of or related to (i) any claim for employment discrimination or wrongful treatment or termination; (ii) any claim for unpaid wages or benefits; (iii) any claim for worker's compensation or personal injury arising within or outside the scope of employment; (iv) any claim for unemployment compensation; or (v) any other claim under any federal, state or local statute, regulation, ordinance or common law.

(b) Right to Indemnify and Defend. The duty and obligation of Contractor to defend Company and all of its affiliates, subsidiaries, parents and joint venture partners and each of their respective owners, officers, shareholders, attorneys, employees and agents shall arise immediately upon Company's receipt of notice of any claim or potential claim and Company's notice to Contractor.

11. Existing Covenants. Contractor represents and warrants that Contractor's engagement with the Company does not and will not breach any agreement that Contractor has with any third party to keep in confidence proprietary or confidential information or not to compete with, or solicit the customers or employees of, any such third party. Contractor understands and agrees that to the extent Contractor fails to comply with the terms of this provision and legal action is taken against the Company as a result that Contractor shall indemnify Company to the fullest extent permissible by law including by not limited to the legal fees related to any defense and any other liability. Contractor will not disclose to the Company or use on its behalf any proprietary or confidential information of any third party required to be kept confidential by Contractor.

12. Miscellaneous.

(a) Applicable Law; Forum Selection; Consent to Jurisdiction. The Company and Contractor agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Pennsylvania without giving effect to its conflicts of law principles. Contractor agrees that the exclusive forum for any action to enforce this Agreement, as well as any action relating to or arising out of this Agreement, shall be the Court of Common Pleas of Allegheny County or federal courts of the State of Pennsylvania. With respect to any such court action, Contractor hereby (i) irrevocably submits to the personal jurisdiction of such courts; (ii) consents to service of process; (iii) consents to venue; and (iv) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, service of process, or venue to the fullest extent permitted by law. Both Parties hereto further agree that the state and federal courts of the State of Pennsylvania are convenient forums for any dispute that may arise under this Agreement and that neither Party shall raise as a defense that such courts are not convenient forums.

(b) Notice. Any notice that is provided by a Party shall be provided via e-mail and UPS Next Day Air to the following:

Company:

3Rivers General Contracting, LLC  
1735 E Carson St, Suite 324  
Pittsburgh, PA 15203  
Email: info@3riverscm.com  
Phone: 412-643-4581

**Contractor:**

**Company Name:**

**Name:**

**Address:**

**Phone Number:**

**Email:**

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) Waiver. Failure of either Party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver.

(e) Entire Agreement; Amendment. This Agreement contains the entire agreement between the Company and Contractor with respect to the subject matter hereof and, from and after the date hereof, this Agreement shall

supersede any other agreement, written or oral, between the Parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified otherwise than by a written agreement executed by the Parties hereto or their respective successors and legal representatives.

(f) Assignment. This Agreement can be assigned by the Company and shall be binding and inure to the benefit of the Company, its successors and assigns. No right, obligation or duty of this Agreement may be assigned by Contractor without the prior written consent of the Company.

(g) Construction. The Parties understand and agree that because they both have been given the opportunity to have counsel review and revise this Agreement, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Instead, the language of all parts of this Agreement shall be construed as a whole, and according to its fair meaning, and not strictly for or against either of the Parties.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Remainder of page left blank intentionally]

The Parties agree that the below-indicated Schedules hereto shall be incorporated in and made a part of this Agreement. Capitalized terms used and not otherwise defined in such Schedules shall have the meanings ascribed to such terms in the Agreement, or, if any such capitalized term is defined in one applicable Schedule and not the Agreement, such capitalized term shall have the meaning ascribed to it in the Schedule in which it is defined.

Schedule 1-C \_\_\_\_\_                      Schedule 1-M \_\_\_\_\_                      Schedule 1-AE \_\_\_\_\_  
Schedule 2-C \_\_\_\_\_                      Schedule 2-M \_\_\_\_\_                      Schedule 2-AE \_\_\_\_\_  
Schedule 3-I \_\_\_\_\_                      Schedule 3-COE \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Independent Contractor Agreement.

Contractor:

Company:

By: \_\_\_\_\_

By: 3Rivers General Contracting LLC \_\_\_\_\_

Name: \_\_\_\_\_

Name: Joshua Tohey \_\_\_\_\_

Title: \_\_\_\_\_

Title: Founder \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## SCHEDULE 1-C(ONSTRUCTION) CONTRACTORS

### SERVICES; CHANGE ORDERS; PAYMENT SCHEDULE

#### Article I: General

- 1.1. Purpose. The Agreement will serve as a multi-project blanket master agreement pursuant to which Company may engage Contractor to perform Services in connection with multiple Projects (defined below). This Agreement does not create an obligation that Company shall award any specific Project to Contractor nor does it create an obligation for Contractor to accept any specific Project.
- 1.2. Work Authorization Form. For each Project covered by this Agreement, Company will issue a work authorization form (“Work Authorization Form”) that will include all Project-specific terms and conditions such as amount and terms of payment, scope of work and construction schedule. Upon the execution and delivery of any such Work Authorization Form by the Parties, such Work Authorization Form shall be incorporated in and become a part of the Agreement. The Parties acknowledge that this Agreement shall govern all projects for which a Work Authorization Form is executed (each, a “Project”). Any change order (“Change Order”) accepted by Company through the Buildertrend portal or otherwise in writing shall amend or supplement the Work Authorization Form to which such Change Order relates and shall, upon such acceptance by Company, be incorporated and become part of the Agreement. Verbal change orders shall be invalid and shall not be binding. The Company may, in its sole and absolute discretion, accept or reject any Change Order presented to it.

#### Article II: Schedule of Services

- 2.1. Commencement of Services. Following execution and delivery of a Work Authorization Form by the Parties, Contractor shall have no authority to commence the performance of Services with respect to the applicable Project until the Company has issued written instructions to proceed. Unless otherwise agreed to in writing, Contractor shall commence the performance of Services with respect to the applicable Project on the date specified in Article II of the Work Authorization Form.
- 2.2. Company Delays. If Contractor’s performance of the Services is interrupted at the direction of Company, Contractor shall resume the Services within two (2) business days of Company’s instructions to proceed. In the event Contractor’s performance is delayed or interfered with by acts of Company or other contractors, Contractor may request an extension of time for performance, but shall not be entitled to any increase in the Contract Payment or any additional compensation or consequential damages as a result of such delays or interference unless otherwise approved in writing or by a Change Order.
- 2.3. Contractor Delays. Should Contractor in any way cause in full or in part delay in the progress of the Services or completion of the applicable Project due to its own fault or negligence so as to cause any loss or damage including consequential damages for which Company shall become liable, Contractor shall compensate Company therefor in accordance with the liquidated damages specified below. Contractor reserves its rights to exercise any and all remedies within this Subcontract or at law or equity and exercising any right will not waive the ability of Contractor to exercise any other right. If Contractor delays the progress of the Services or completion of the applicable Project, Contractor shall, at its own cost and expense, work such overtime or provide additional resources as may be necessary to avoid delay in the completion of the applicable Project under this Agreement.
- 2.4. Delay Liquidated Damages. In the event that Contractor does not complete or perform the Services in accordance with the timing requirements or specifications of the applicable Work Authorization Form or Change Order, Contractor shall be liable to Company for any damages incurred by Company as a direct or indirect result of Contractor’s delay, including without limitation direct damages, indirect damages, consequential damages and incidental damages. Contractor shall expressly be liable to the Company for Liquidated Damages in the amount of \$100 for each day of delay attributable to Contractor.

- 2.5. Continue Services during Disputes. On matters of dispute or disagreement between Contractor and Company, Contractor will give Company timely notice so that Company can give such notices, perform such acts and furnish such information as may be required to resolve the dispute or disagreement. Pending the resolution of such dispute or disagreement, Contractor, without any waiver of its other rights and remedies, agrees not to discontinue performance of the Services and will diligently proceed with the performance of this Agreement.
- 2.6. Location of Project. Company may provide Contractor with location surveys, plot plans or alignment maps ("Maps") as part of the Work Authorization Form, locating the position of the Project, known utilities, obstructions and other improvements as closely as possible; however, during construction the actual location of the Project may be changed. Changes in the location of the Project shall not affect any of Contractor's obligations, duties or responsibilities under this Agreement, Work Authorization Form or subsequent Change Order nor shall it entitle Contractor to additional compensation unless the changed location materially affects the Services required to complete the Project in accordance with this Agreement, in which case Contractor shall promptly notify Company of the condition and may submit an appropriate Change Order to Company.

### Article III: Payment

- 3.1. Time of Payment. *Company agrees to pay Contractor the amount specified in the applicable Work Authorization Form (such amount, the "Contract Payment") for its performance of the Services within 15 days after Company receives all lien waivers and an invoice from Contractor for the Services.* Contract Payment shall not become due until: (a) Contractor's completion of the Services; (b) Company's acceptance of Punch-Out Checklist (described below) items; (c) Company's actual receipt of payment from the Project Owner for Services completed by Contractor; (d) Contractor's presentation of final and valid lien waivers, in accordance with the law of the state where the Project is located, to Company, from Contractor materialmen and any other potential lien claimants on the Project; and (e) Company received all required approvals from the Agencies for Contractor's Services and work product. The Contract Payment will be reduced by \$100 for each day following the deadline for completion imposed by the applicable Work Authorization Form or Change Order during which the Contractor has not completed the Services (in a manner reasonably satisfactory to Company).
- 3.2. Punch-Out Checklist. Prior to payment, Contractor shall complete the punch-out checklist provided by Company ("Punch-Out Checklist"). If any items in Punch-Out List are not complete, Company shall give Contractor notice of all items not complete within five (5) business days of Company's receipt of completed Punch-Out List. Upon notification, Contractor shall have three (3) business days to complete all outstanding Punch-Out List items. *In the event that the Punch-Out List items or the Project is not complete at the final walk-through and Company must re-inspect the premises, a five hundred dollar (\$500.00) re-inspection fee for each re-inspection shall be deducted from Contractor's final payment.*
- 3.3. Lump Sum Contract. Company shall notify Contractor of completion of Services. Company shall verify all work and Services are complete and create a Punch-Out Checklist of any items not completed to the reasonable satisfaction of Company. Contractor shall have two (2) calendar days to complete all Punch-Out Checklist items from the date of issuance to Contractor. If all Punch-Out Checklist items are not completed within such two-day period Company may complete any outstanding items at the Contractor's expense without further notice.
- 3.4. Payments To Contractor Constitutes Acceptance of Services and Work Product. Acceptance by Contractor of the Contract Payment shall constitute a waiver of all claims against Company under the Work Authorization Form and Change Order. Acceptance shall not, however, release Contractor from provisions in this Agreement regarding indemnification, warranties and/or defective work product. No payment made prior to completion of the Project and acceptance of the Services shall be construed as evidence of acceptance by Company of any part of Contractor's Services, or be deemed a waiver by Company of full compliance with this Agreement, Work Authorization Form or Change Order.

**SCHEDULE 1-M(AINTENANCE) CONTRACTORS**

**BUILDERTREND NOTIFICATIONS, CHANGE ORDERS AND PAYMENT FOR SERVICES**

All services (“Services”) to be performed under the Agreement shall be performed in accordance with a Buildertrend Notification and any Change Order(s), if applicable. A “Buildertrend Notification” will be issued by the Company, through the Buildertrend portal, for each Project (defined below) and shall describe the scope of Services to be performed by Contractor as well as the terms of payment for such Services. Upon the delivery to Contractor of any such Buildertrend Notification and the acceptance thereof by Contractor, such Buildertrend Notification shall be incorporated in and become a part of the Agreement. The Parties acknowledge that this Agreement shall govern all projects for which a Buildertrend Notification is delivered to and accepted by Contractor (each, a “Project”).

A Change Order (defined below) shall describe any revisions to the scope of Services to be performed by Contractor as well as any changes to the terms of payment for such Services. Any change order (“Change Order”) accepted by Company through the Buildertrend portal or otherwise in writing shall amend or supplement the Buildertrend Notification to which such Change Order relates and shall, upon such acceptance by Company, be incorporated and become part of the Agreement. The Company may, in its sole and absolute discretion, accept or reject any Change Order presented to it.

Prior to the commencement of any Services, Contractor shall provide Company with an “Initial Estimate of Costs,” which shall include (1) a statement of the total number of hours of work that Contractor estimates will be required to complete the Services; and (2) a description of the materials, equipment and tools that Contractor believes will be necessary to complete the Services. Company shall then review the Initial Estimate of Costs and either approve it, reject it, or work with Contractor to agree on a revised Initial Estimate of Costs; provided, however, that Company shall always have the absolute discretion to agree to the initial or a revised Initial Estimate of Costs. In the event that the Company agrees to the Initial Estimate of Costs, the Company shall issue a Buildertrend Notification for the Services.

The terms of a Work Authorization Form may be revised or amended only pursuant to a Change Order. Company shall make all payments to Contractor within twenty (20) business days of Company’s receipt of the completion by Contractor of all of the Services and Company’s receipt of an invoice therefor.

## SCHEDULE 1-AE (ARCHITECTURAL/ENGINEERING) CONTRACTORS

### SERVICES; CHANGE ORDERS; PAYMENT SCHEDULE

#### Article I: General

- 1.1. Purpose. The Agreement will serve as a multi-project blanket master agreement pursuant to which Company may engage Contractor to perform Services in connection with multiple Projects (defined below). This Agreement does not create an obligation that Company shall award any specific Project to Contractor nor does it create an obligation for Contractor to accept any specific Project.
- 1.2. Work Authorization Form. For each Project covered by this Agreement, Company will issue a work authorization form (“Work Authorization Form”) that will include all Project-specific terms and conditions such as amount and terms of payment, scope of work and schedule. Upon the execution and delivery of any such Work Authorization Form by the Parties, such Work Authorization Form shall be incorporated in and become a part of the Agreement. The Parties acknowledge that this Agreement shall govern all projects for which a Work Authorization Form is executed (each, a “Project”). Any change order (“Change Order”) issued or accepted by Company through the Buildertrend portal or otherwise in writing shall amend or supplement the Work Authorization Form to which such Change Order relates and shall, upon such issuance or acceptance by Company, be incorporated and become part of the Agreement. Verbal change orders shall be invalid and shall not be binding. The Company may, in its sole and absolute discretion, issue a Change Order adding to or deleting from the Contractor’s Services, and accept or reject any Change Order presented to it by Contractor.

#### Article II: Schedule of Services

- 2.1. Commencement of Services. Following execution and delivery of a Work Authorization Form by the Parties, Contractor shall have no authority to commence the performance of Services with respect to the applicable Project until the Company has issued written instructions to proceed. Unless otherwise agreed to in writing, Contractor shall commence the performance of Services with respect to the applicable Project on the date specified in Article II of the Work Authorization Form.
- 2.2. Delay Damages. In the event that Contractor does not complete or perform the Services in accordance with the timing requirements or specifications of the applicable Work Authorization Form or Change Order, Contractor shall be liable to Company for the all damages incurred by Company as a result of Contractor’s delay inclusive of consequential damages or any other damages to the fullest extent permitted by law. Contractor shall expressly be liable to the Company for Liquidated Damages in the amount of \$100 for each day of delay attributable to Contractor.
- 2.3. Continue Services during Disputes. On matters of dispute or disagreement between Contractor and Company, Contractor will give Company timely notice so that Company can give such notices, perform such acts and furnish such information as may be required to resolve the dispute or disagreement. Pending the resolution of such dispute or disagreement, Contractor, without any waiver of its other rights and remedies, agrees not to discontinue performance of the Services and will diligently proceed with the performance of this Agreement.

#### Article III: Payment

- 3.1. Time of Payment. ***Company agrees to pay Contractor as provided in the applicable Work Authorization Form (such payments, the “Contract Payments”) for its performance of the Services.*** Contract Payments shall not become due until: (a) Contractor’s completion of the Services for which payment is requested; (b) Company’s actual receipt of payment from the Project Owner for the Services for which payment is requested; (d) to the extent requested by Company or the Project Owner, Contractor’s presentation of valid lien waivers, in accordance with the law of the state where the Project is located, from Contractor and Contractor’s subconsultants; and (e) Company received all required approvals from the Agencies for Contractor’s Services and work product.

- 3.2. Payments To Contractor Do Not Constitute Acceptance of Services and Work Product. Payment by Company for Services shall not release Contractor from any provisions in this Agreement, including provisions regarding indemnification, warranties and/or defective work product. No payment made by Company shall be construed as evidence of acceptance by Company of any part of Contractor's Services, or be deemed a waiver by Company of full compliance with this Agreement, Work Authorization Form or Change Order.

## SCHEDULE 2-C(ONSTRUCTION) CONTRACTORS

### REPRESENTATIONS, WARRANTIES AND COVENANTS

Contractor represents and warrants to, and covenants and agrees with, Company as set forth below.

#### Article I: General

- 1.1. Buildertrend. Contractor acknowledges the Buildertrend software (“Buildertrend”), which is property of the Company, is necessary to perform this Agreement. Further, Contractor represents that it has the necessary hardware and is capable of using the functions of the Buildertrend portal prior to the execution of this Agreement.
- 1.2. Project Visit. Contractor represents that before the execution of each Work Authorization Form, it will avail itself of the opportunity to visit the applicable Project for the express purpose of examining the Project’s physical characteristics, including without limitation, the general and local conditions bearing on: (a) accessibility to the Project for vehicles, equipment, storage, and workmen and availability of parking for automobiles, trucks and motorized construction equipment; (b) character, quality, and quantity of surface and subsurface conditions; and (c) types and kinds of equipment and facilities required to perform the Services under each Work Authorization Form. Contractor further warrants and represents that it has or will review and prepare field measurements and appropriate investigations with respect to each Project, and that prior to executing the applicable Work Authorization Form it will ensure that all costs for the Services are accurately and completely reflected in the payment schedule (“Payment Schedule”) of the Work Authorization Form.
- 1.3. Title to Work Product. Contractor warrants that, upon the receipt of Contract Payment, all work product, including all materials and equipment, shall be free and clear of all liens, claims, security interests and encumbrances.
- 1.4. One Year Warranty. With respect to each Project, Contractor shall provide a one (1) year warranty from the date it receives the final payment under the applicable Work Authorization Form (“Final Payment”) on all material, equipment and workmanship unless a longer warranty period is required as specified in the Work Authorization Form or subsequent Change Order. Contractor shall complete any work required to satisfy any claim under any such warranty within ninety-six (96) hours after notification by Company. If Contractor fails to complete any such work within such ninety-six (96) hour period, Company shall have the right, but not the obligation, to complete such work through another subcontractor and Back Charge costs associated with such work. With respect to any portion of the goods, materials or equipment which are repaired or replaced by Contractor during the warranty period, Contractor shall provide an additional one (1) year warranty on the goods or services after the date of repair or replacement.
- 1.5. Other Warranties. In addition to all other expressed or implied warranties, Contractor warrants that the Services and work product herein contracted for shall be as specified and free from defects in design, workmanship, and materials. In addition, Contractor warrants that: (a) all materials and equipment furnished shall be new, unless otherwise expressly required or permitted by the Work Authorization Form, and of the best quality within the scope of the bid and free from defect and faults; (b) all workmanship and Services furnished will be of the best quality within the scope of the bid, free from faults and defects; and (c) all Services, materials and work product shall be in conformance with the requirements of all applicable governmental laws, rules, ordinances or other regulations. Contractor shall promptly correct any defects, including any nonconformance with the Agreement, by adjustment, repair, or replacement of all defective Services, equipment, work product, parts or materials in accordance with this Agreement.
- 1.6. Deliveries by Contractor. Prior to completion of the performance of the Services with respect to any given Project, Contractor will provide to Company all documents prepared by or on behalf of or by Contractor, including all manufactured products’ maintenance, preventative maintenance, and limited warranty documents and information. Contractor shall furnish all warranties and guarantees by manufacturers on

appliances and equipment and shall furnish all certificates required to the Project Owner and Company for assignment to third parties in the discretion of Project Owner and Company.

- 1.7. Assignment of Warranties. Upon final completion of a Project and the Services with respect to such Project, Contractor agrees to assign to Company and the Project Owner any and all manufacturer's warranties relating to such Project and such Services.

## Article II: Safety

- 2.1. Prevention. Contractor agrees to cooperate with Company to: (a) take all reasonable precautions for the safety of its employees on the Project; (b) assist in the prevention of accidents or injury to persons on or adjacent to the Project or any other premises where the Services are being performed; and (c) comply with all federal, state and local safety laws and ordinances applicable to the Services and Project. Contractor shall, at its own expense, protect its employees and all other persons from risk of death and injury.
- 2.2. Correction of Unsafe Conditions. Contractor shall immediately correct any unsafe conditions identified by Company. In the event Contractor fails to immediately correct such unsafe conditions, Company may either: (a) have the unsafe conditions corrected by others at Contractor's expense; or (b) direct that the Services be stopped in the area of the unsafe condition. Further, Contractor shall immediately notify Company of any accidents or injuries at any Project as soon as practically possible and not more than two (2) days after such accident or injury, even if not related to or caused by the performance of the Services.
- 2.3. Safety Laws. Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to all applicable state codes and statutes, the Williams-Steiger Occupational Safety and Health Act of 1970 and amendments thereto ("OSHA"), and the training and record-keeping requirements of the Hazard Communication Standard, 29 C.F.R. § 1926.59 et seq., and similar laws, orders, rules, requirements and regulations (collectively, "Safety Laws"). It shall be the responsibility of Contractor to furnish its employees a place of employment free from recognized hazards that are causing, or likely to cause death or serious physical harm. Contractor shall be liable for damages as the result of the failure of its employee to follow the provisions as set forth above. Company shall be immediately notified and receive copies of all OSHA citations and accident reports, and Contractor shall immediately remedy nonconforming practices and installations. If Company finds Contractor, or any individual or entity acting on behalf of, or at the direction of, Contractor in violation of any Safety Law, notice shall be given to Contractor. If Contractor does not immediately commence to cure the violation and continue to cure the violation without delay, Company may terminate for cause this Agreement and any Work Authorization Form.
- 2.4. Hazardous Materials. Contractor expressly agrees and understands that Contractor shall abide by all requirements dictated by state environmental laws. Further, Contractor shall furnish Company copies of Material Safety Data Sheets for all materials to be used in the execution of the Services upon request by Company. Contractor shall not permit any hazardous substances to be brought onto or stored at any Project or used in the performance of the Services, except for commonly used construction materials; provided, however, that all such material shall be handled in full compliance with all applicable laws, ordinances and regulations, including without limitation all Safety Laws, and all notices required to be given with respect to such products shall be given by Contractor. Contractor shall not, nor allow any other person to, release or dispose of hazardous substances at any Project or into the soil, drains, surface or ground water, or air. "Hazardous Substance" means any substance or material which has been determined or is in the future determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, property or the environment.
- 2.5. Job Site Requirements. Company requires that the rules listed below be followed and enforced by Contractor and its employees on each of its projects: (a) no beer or alcohol on job site; (b) no drugs (or use of any illegal substances); (c) no dogs allowed on job site; (d) each trade is responsible for daily pick up of their trash; (e) no exposed nails in lumber; (f) keep all debris off streets (including nails); and (g) absolutely NO unauthorized people allowed on the job site (i.e. spouses, children or friends).

### Article III: Liens

- 3.1. Notice of Commencement. Contractor shall ensure that a Notice of Commencement of construction is prominently displayed at each Project site and confirm with Company that a Notice of Commencement is filed with the state, county and local authorities, as applicable, prior to beginning any Services at such Project.
- 3.2. Lien Claims. At all times during the performance of Services by Contractor, Company shall be entitled to hold any allowable retention and any statutory sums in accordance with the laws of the state where the Project is located for all Services in progress. If any lien claim remains outstanding or arises after Final Payment is made by Company, within ten (10) days after written demand from Company, Contractor shall either: (a) procure a bond to indemnify Company and any purchaser of a Project or any unit or portion thereof against such lien; or (b) immediately advance to and refund, as applicable, to Company all monies, including any additional amount necessary to cover all of Company's attorneys' fees and court costs paid in discharging the lien. Company may elect either such remedy in its sole and absolute discretion.
- 3.3. Writ of Attachment/Levy. In the event Company or the Project Owner is served with any Writ of Attachment, Writ of Execution, Notice of Levy (Federal or State), or other legal process for any debt or alleged debt of Contractor at any time during the performance of Services by Contractor prior to completion of the applicable Project, Company shall automatically be entitled to keep and retain any funds or monies then due Contractor for Services and materials furnished and/or previously billed and approved but unpaid to Contractor. It is understood and agreed that the purpose of the preceding sentence is to guarantee that Company and the Project Owner shall have sufficient funds with which to complete Contractor's duties under this Agreement or any Work Authorization Form if the suit or levy out of which the above legal process arose should, in Company's opinion, make it difficult or impossible for Contractor to complete its duties hereunder. Service upon Company of such process shall be deemed a breach of this Agreement, and Company shall give Contractor seven (7) days' written notice to remove said levy.

### Article IV: Performance of Services

- 4.1. Standards. Under no circumstances shall a substitute material be used which does not conform to requirements set forth in the Work Authorization Form or subsequent Change Orders.
- 4.2. Construction Means and Methods. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and Contractor shall supervise and coordinate all aspects of its work and the performance of the Services using Contractor's expertise, best skill and attention, subject to the overall coordination of the project by Company.
  - 4.2.1. Inferable Services. The fact that any part of Contractor's work or Services necessary to comply with this Agreement, Work Authorization Form or subsequent Change Order is not specifically mentioned in those documents will not excuse Contractor from its performance thereof if: (a) that part of the work or Services is either necessary in Company's reasonable discretion, usual and normal in the craft or trade performed by Contractor, or (b) reasonably inferable from this Agreement, Work Authorization Form or subsequent Change Order.
  - 4.2.2. Defective Work Product. The Services shall include, but shall not be limited to, the immediate repair or replacement of faulty, defective or damaged workmanship and/or materials installed by Contractor upon being notified to make such repairs or replacements, in accordance with and during the periods of time set forth in the applicable Change Order. If Contractor fails to correct, replace and/or re-execute faulty, defective or damaged workmanship and/or materials upon two days' notice to Contractor, Company shall have the right to correct, replace and/or re-execute such faulty, defective or damaged workmanship and/or materials, with all materials, tools and appliances of Contractor on the Project and complete the remaining Services. If Company performs such correction, replacement or re-execution, or any subsequent Services pursuant to this

Section, the costs thereof shall at Company's option, either be deducted from any sums owed by Company to Contractor or be immediately reimbursed by Contractor.

- 4.3. Damage by Contractor. Contractor will be held responsible for any damage, including consequential damages and any other damages to the fullest extent allowable under the law, to existing structures, materials or equipment caused by its operations or Services and shall repair or replace any damaged structures, materials or equipment to the satisfaction of, and at no additional cost to, Company. In the event of loss or damage resulting from perils to structures, material or equipment owned by Contractor, Contractor will look solely to its own insurance for reimbursement for any such loss or damage. Contractor agrees and accepts that any such damages may be deducted from any payments due the Contractor.
- 4.4. Clean-up. Contractor is at all times to keep the Project and the Project Owner's premises, adjoining premises, streets, and building clear of rubbish caused by its operation and its workmen, and is to remove all such rubbish at its own expense, as directed by Company or the Project Owner of the project. If Contractor shall fail to clean the site to the satisfaction of Company, then Company may do the necessary cleaning and charge the cost thereof to Contractor.
- 4.5. Cooperating with Company and Vendors. Contractor agrees to cooperate with Company and with all other contractors with whose work Contractor may come in contact in order to avoid any conflict, and to insure a first-class workmanlike job in every respect. Contractor shall be responsible for inspecting any work of another subcontractor that may affect Contractor's own work or Services, and shall report in writing to Company any defects therein prior to commencement of any Services, or Contractor shall be deemed to have accepted such work for inclusion into Contractor's work. Unless otherwise assigned, Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and to fit it to receive or be received by work of the other trades.
- 4.6. Compliance with Agencies and Codes. Prior to and at all times during performance of Services, Contractor shall secure and maintain all licenses and governmental approvals necessary for or applicable to its performance of said Services.
  - 4.6.1. State, Local and Private Agencies and Codes. Contractor warrants that its Services and work product will meet or exceed all applicable state and local municipal building codes, all manufacturers' and suppliers' specifications, and all other standards and requirements imposed by all governmental and private agencies, exercising jurisdiction over any of Company's Projects ("Agencies"). Contractor agrees to fully comply with all applicable state statutes, all industry standard practices, and all other ordinances, laws, rules and regulations applicable to the Services and applicable Project ("Codes"). Contractor shall defend and indemnify Company from, and be solely responsible for, any fines, penalties and repairs necessary as a result of Contractor's failure to comply with the requirements of the Agencies or and any violation of any of the Codes applicable to the Services and Project.
  - 4.6.2. Inspections. Construction Services and work in progress shall be subject to inspection and approval by the Agencies and by Company and its representatives. All payments to Contractor with respect to a Project shall be conditioned upon prior inspection and approval of Contractor's work product. Contractor shall cooperate with and allow Company and the Agencies to inspect the Contractor's work product and the Project. At any time before acceptance of Contractor's work product, Company may request Contractor uncover or remove any portion of the finished work product for examination by Company or the Agencies, and Contractor shall restore such portions uncovered or removed to the standards required by this Agreement. If the work product examined is unacceptable, or if the work product was performed without inspection by Company or the Agencies, the uncovering, removing and replacing of the work product shall be at Contractor's expense.

- 4.7. Project Uncertainties. Notwithstanding the obligations specified above for each Project investigation, if there are any underground, man-made conditions affecting the Project that are: (a) not related to the character or substance of the land; (b) not disclosed in the Maps; and (c) unknown to Contractor, and of which an experienced contractor could not reasonably have known, and which materially affect Contractor's work product, then within three (3) business days of the discovery of such condition, Contractor shall notify Company of the condition and may submit an appropriate Change Order to Company.

#### Article V: Remedies

- 5.1. Withhold Funds. Company may nullify, void or withhold payments under any Work Authorization Form, in whole or in part, in accordance with the terms of this Section, in order to protect Company and/or the Project Owner from loss.
- 5.1.1. Reasons to Withhold Funds. Contractor expressly agrees that payment otherwise due Contractor on any Project may be withheld, and all costs incurred by Company, including any applicable re-inspection fees, shall be charged against all payments otherwise due Contractor for its Services if: (a) Contractor fails to: (i) remedy defective work product, (ii) pay for its employees, materials or equipment, (iii) deliver written guarantees or warranties, (iv) comply with any other provision of this Agreement, including any Work Authorization Form or subsequent Change Order, (v) obtain the approvals required by any authority having jurisdiction; (b) another subcontractor's work is damaged by an act for which Contractor is responsible; (c) claims or liens are filed or reasonable evidence indicating probable filing of claims (including claims covered by insurance, until such claims are accepted by the insurance carrier) against the Project due to the fault of Contractor; (d) Company reasonably believes Contractor's work product or Services are not progressing satisfactorily or that it is unlikely Contractor will complete its obligations under this Agreement in accordance with the construction schedule; (e) there is reasonable evidence discovered that the obligations of Contractor under this Agreement cannot be completed for the unpaid balance of the Contract Payment or (f) defaults under this Agreement exist which have not been cured by Contractor. When the above grounds are removed or cured by Contractor, the applicable amounts withheld (less costs incurred) shall be paid. Company may require Contractor to furnish releases in form satisfactory to Company for all claims made, together with supporting invoices, receipts or other records to substantiate the amounts owing or paid as Company may require.
- 5.1.2. Use of Withheld Funds. If Company becomes entitled to retain any sums otherwise due Contractor, Company, at its sole discretion, shall be entitled to cause the Services to be performed by others, and may apply any sums otherwise then due Contractor against such costs of completion and any related costs and damages, with any excess thereafter to be paid to Contractor. If the cost of such completion results in a deficiency, Contractor shall be fully responsible for the deficiency, together with any damages and costs, including costs of court, or other means of conflict resolution or legal process, and reasonable attorneys' fees, incurred by Company and shall reimburse Company therefor immediately upon request from Company.
- 5.2. Back Charge. Company shall have the right to back charge Contractor for any Services performed by another subcontractor on the Project attributable to Services incorrectly performed or omitted by Contractor, or the failure of Contractor to perform any other obligation or requirement under this Agreement ("Back Charge"). Company shall provide in writing to Contractor the basis for and amount of any Back Charge. Contractor shall have seven (7) days thereafter to respond in writing to Company objecting to the basis for or amount of the Back Charge claimed. If Contractor fails to object to any Back Charge within the time frame allowed, the Back Charge shall become immediately effective, due and payable on the eighth (8th) day following receipt of notice from Company. If any such Back Charges are not paid by Contractor within fifteen (15) days of original notification from Company: (a) such Back Charges shall incur an interest charge at the highest rate per annum allowed under applicable state law until paid in full, in addition to a twenty percent (20%) administrative fee from Company; and (b) Company shall have the right, but not the obligation, to offset any unpaid Back Charges

and all accrued interest against any monies owed Contractor for the Services with respect to the Project at issue or any other Services on another Project under contract with Company.

**SCHEDULE 2-(MAINTENANCE) CONTRACTORS**

**REPRESENTATIONS, WARRANTIES AND COVENANTS**

Contractor represents and warrants to, and covenants and agrees with, Company as set forth below.

Article I: General

- 1.1. Title to Work Product. Contractor warrants that, upon the receipt of payment for the Services, all work product, including all materials and equipment, shall be free and clear of all liens, claims, security interests and encumbrances.
- 1.2. One Year Warranty. With respect to each Project, Contractor shall provide a one (1) year warranty from the date it receives the final payment under the applicable Buildertrend Notification (“Final Payment”) on all material, equipment and workmanship unless a longer warranty period is required as specified in the Buildertrend Notification or subsequent Change Order. Contractor shall complete any work required to satisfy any claim under any such warranty within ninety six (96) hours after notification by Company. If Contractor fails to complete any such work within such ninety six (96) hour period, Company shall have the right, but not the obligation, to complete such work through another subcontractor and Back Charge costs associated with such work. With respect to any portion of the goods, materials or equipment which are repaired or replaced by Contractor during the warranty period, Contractor shall provide an additional one (1) year warranty on the goods or services after the date of repair or replacement.
- 1.3. Other Warranties. In addition to all other expressed or implied warranties, Contractor warrants that the Services and work product herein contracted for shall be as specified and free from defects in design, workmanship, and materials. In addition, Contractor warrants that: (a) all materials and equipment furnished shall be new, unless otherwise expressly required or permitted by the Buildertrend Notification and free from defect and faults; (b) all workmanship and Services furnished will be free from faults and defects; and (c) all Services, materials and work product shall be in conformance with the requirements of all applicable governmental laws, rules, ordinances or other regulations. Contractor shall promptly correct any defects, including any nonconformance with the Agreement, by adjustment, repair, or replacement of all defective Services, equipment, work product, parts or materials in accordance with this Agreement.
- 1.4. Deliveries by Contractor. Prior to completion of the performance of the Services with respect to any given Project, Contractor will provide to Company all documents prepared by or on behalf of or by Contractor, including all manufactured products’ maintenance, preventative maintenance, and limited warranty documents and information. Contractor shall furnish all warranties and guarantees by manufacturers on appliances and equipment and shall furnish all certificates required to the Project Owner and Company for assignment to third parties in the discretion of Project Owner and Company.
- 1.5. Assignment of Warranties. Upon final completion of the Services with respect to a Project, Contractor agrees to assign to Company and the Project Owner any and all manufacturer’s warranties relating to such Project and such Services.

Article II: Safety

- 2.1. Prevention. Contractor agrees to cooperate with Company to: (a) take all reasonable precautions for the safety of its employees on the Project; (b) assist in the prevention of accidents or injury to persons on or adjacent to the Project or any other premises where the Services are being performed; and (c) comply with all federal, state and local safety laws and ordinances applicable to the Services and Project. Contractor shall, at its own expense, protect its employees and all other persons from risk of death and injury.
- 2.2. Correction of Unsafe Conditions. Contractor shall immediately correct any unsafe conditions caused by Contractor and identified by Company. In the event Contractor fails to immediately correct such unsafe conditions, Company may either: (a) have the unsafe conditions corrected by others at Contractor’s expense;

or (b) direct that the Services be stopped in the area of the unsafe condition. Further, Contractor shall immediately notify Company of any accidents or injuries at any Project, even if not related to or caused by the performance of the Services.

- 2.3. Safety Laws. Contractor shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to all applicable state codes and statutes, the Williams-Steiger Occupational Safety and Health Act of 1970 and amendments thereto (“OSHA”), and the training and record-keeping requirements of the Hazard Communication Standard, 29 C.F.R. § 1926.59 et seq., and similar laws, orders, rules, requirements and regulations (collectively, “Safety Laws”). It shall be the responsibility of Contractor to furnish its employees a place of employment free from recognized hazards that are causing, or likely to cause death or serious physical harm. Contractor shall be liable for damages as the result of the failure of its employee to follow the provisions as set forth above. Company shall be immediately notified and receive copies of all OSHA citations and accident reports, and Contractor shall immediately remedy nonconforming practices and installations. If Company finds Contractor, or any individual or entity acting on behalf of, or at the direction of, Contractor in violation of any Safety Law, notice shall be given to Contractor. If Contractor does not immediately commence to cure the violation and continue to cure the violation without delay, Company may terminate for cause this Agreement and any Buildertrend Notification.
- 2.4. Hazardous Materials. Contractor expressly agrees and understands that Contractor shall abide by all requirements dictated by state environmental laws. Further, Contractor shall furnish Company copies of Material Safety Data Sheets for all materials to be used in the execution of the Services upon request by Company. Contractor shall not permit any hazardous substances to be brought onto or stored at any Project or used in the performance of the Services, except for commonly used construction materials; provided, however, that all such material shall be handled in full compliance with all applicable laws, ordinances and regulations, including without limitation all Safety Laws, and all notices required to be given with respect to such products shall be given by Contractor. Contractor shall not, nor allow any other person to, release or dispose of hazardous substances at any Project or into the soil, drains, surface or ground water, or air. “Hazardous Substance” means any substance or material which has been determined or is in the future determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, property or the environment.

Job Site Requirements. Company requires that the rules listed below be followed and enforced by Contractor and its employees on each of its projects: (a) no beer or alcohol on job site; (b) no drugs (or use of any illegal substances); (c) no dogs allowed on job site; (d) daily pickup of trash is required; (e) no exposed nails in lumber; (f) keep all debris off streets (including nails); (g) absolutely NO unauthorized people allowed on the job site (i.e. spouses, children or friends); and (h) Contractor and its employees must undergo and pass a criminal background check prior to entering a job site. For the avoidance of confusion, the commission of, conviction of, pleading guilty to, or confession to, or entering of a plea of nolo contendere by Contractor or its employees to any felony or any crime involving fraud, dishonesty, moral turpitude, or a breach of trust shall automatically disqualify Contractor and/or its employees from entering a job site. Contractor shall be solely responsible without limitation for: 1) administering criminal background checks on its employees no more than one (1) year prior to its employees performing Services under this Agreement; 2) identifying a vendor to provide background checks on its employees; 3) gathering personally identifiable information from its employees to conduct such checks; and 4) providing required disclosures to its employees as required under the Fair Credit Reporting Act (FCRA). Upon receipt of a written request from Company, Contractor shall promptly provide background check results for its employees to Company for review. Any and all costs associated with criminal background checks of Contractor’s employees shall be borne exclusively by Contractor. Contractor certifies that all its employees that enter a job site governed by this Agreement have passed a criminal background check in accordance with the parameters outlined in this Article.

### Article III: Performance of Services

- 3.1. Standards. Under no circumstances shall a substitute material be used which does not conform to requirements set forth in the Buildertrend Notification or subsequent Change Orders.

- 3.2. Construction Means and Methods. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures used in the performance of the Services.
- 3.2.1. Inferable Services. The fact that any part of Contractor's work or Services necessary to comply with this Agreement, Buildertrend Notification or subsequent Change Order is not specifically mentioned in those documents will not excuse Contractor from its performance thereof if: (a) that part of the work or Services is either necessary in Company's reasonable discretion, usual and normal in the craft or trade performed by Contractor, or (b) reasonably inferable from this Agreement, Buildertrend Notification or subsequent Change Order.
- 3.2.2. Defective Work Product. The Services shall include, but shall not be limited to, the immediate repair or replacement of faulty, defective or damaged workmanship and/or materials installed by Contractor upon being notified to make such repairs or replacements, in accordance with and during the periods of time set forth in the applicable Change Order. If Contractor fails to correct, replace and/or re-execute faulty, defective or damaged workmanship and/or materials upon three (3) days' notice to Contractor, Company shall have the right to correct, replace and/or re-execute such faulty, defective or damaged workmanship and/or materials, with all materials, tools and appliances of Contractor on the Project and complete the remaining Services. If Company performs such correction, replacement or re-execution, or any subsequent Services pursuant to this Section, the costs thereof shall at Company's option, either be deducted from any sums owed by Company to Contractor or be immediately reimbursed by Contractor.
- 3.3. Damage by Contractor. Contractor will be held responsible for any damage to existing structures, materials or equipment caused by its operations or Services and shall repair or replace any damaged structures, materials or equipment to the satisfaction of, and at no additional cost to, Company. In the event of loss or damage resulting from perils to structures, material or equipment owned by Contractor, Contractor will look solely to its own insurance for reimbursement for any such loss or damage.
- 3.4. Clean-up. Contractor is at all times to keep the Project and the Project Owner's premises, adjoining premises, streets, and building clear of rubbish caused by its operation and its workmen, and is to remove all such rubbish at its own expense, as directed by Company or the Project Owner of the project. If Contractor shall fail to clean the site to the satisfaction of Company, then Company may do the necessary cleaning and charge the cost thereof to Contractor.
- 3.5. Cooperating with Company and Vendors. Contractor agrees to cooperate with Company and with all other contractors with whose work Contractor may come in contact in order to avoid any conflict, and to insure a first-class workmanlike job in every respect. Contractor shall be responsible for inspecting any work of another subcontractor that may affect Contractor's own work or Services, and shall report in writing to Company any defects therein prior to commencement of any Services, or Contractor shall be deemed to have accepted such work for inclusion into Contractor's work. Unless otherwise assigned, Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and to fit it to receive or be received by work of the other trades.
- 3.6. Compliance with Agencies and Codes. Prior to and at all times during performance of Services, Contractor shall secure and maintain all licenses and governmental approvals necessary for or applicable to its performance of said Services.
- 3.6.1. State, Local and Private Agencies and Codes. Contractor warrants that its Services and work product will meet or exceed all applicable state and local municipal building codes, all manufacturers' and suppliers' specifications, and all other standards and requirements imposed by all governmental and private agencies, exercising jurisdiction over any of Company's Projects ("Agencies"). Contractor agrees to fully comply with all applicable state statutes, all industry standard practices, and all other ordinances, laws, rules and regulations applicable to the Services and applicable Project ("Codes"). Contractor shall

defend and indemnify Company from, and be solely responsible for, any fines, penalties and repairs necessary as a result of Contractor's failure to comply with the requirements of the Agencies or and any violation of any of the Codes applicable to the Services and Project.

- 3.6.2. Inspections. Construction Services and work in progress shall be subject to inspection and approval by the Agencies and by Company and its representatives. All payments to Contractor with respect to a Project shall be conditioned upon prior inspection and approval of Contractor's work product. Contractor shall cooperate with and allow Company and the Agencies to inspect the Contractor's work product and the Project. At any time before acceptance of Contractor's work product, Company may request Contractor uncover or remove any portion of the finished work product for examination by Company or the Agencies, and Contractor shall restore such portions uncovered or removed to the standards required by this Agreement. If the work product examined is unacceptable, or if the work product was performed without inspection by Company or the Agencies, the uncovering, removing and replacing of the work product shall be at Contractor's expense.
- 3.7. Project Uncertainties. Notwithstanding the obligations specified above for each Project investigation, if there are any underground, man-made conditions affecting the Project that are: (a) not related to the character or substance of the land; (b) not disclosed in the Maps; and (c) unknown to Contractor, and of which an experienced contractor could not reasonably have known, and which materially affect Contractor's work product, then within three (3) business days of the discovery of such condition, Contractor shall notify Company of the condition and may submit an appropriate Change Order to Company.

#### Article IV: Remedies

- 4.1. Withhold Funds. Company may nullify, void or withhold payments under any Buildertrend Notification, in whole or in part, in accordance with the terms of this Section, in order to protect Company and/or the owner of the Project from loss.
- 4.1.1. Reasons to Withhold Funds. Contractor expressly agrees that payment otherwise due Contractor on any Project may be withheld, and all costs incurred by Company, including any applicable re-inspection fees, shall be charged against all payments otherwise due Contractor for its Services if: (a) Contractor fails to: (i) remedy defective work product, (ii) pay for its employees, materials or equipment, (iii) deliver written guarantees or warranties, (iv) comply with any other provision of this Agreement, including any Buildertrend Notification or subsequent Change Order, (v) obtain the approvals required by any authority having jurisdiction; (b) another subcontractor's work is damaged by an act for which Contractor is responsible; (c) claims or liens are filed or reasonable evidence indicating probable filing of claims (including claims covered by insurance, until such claims are accepted by the insurance carrier) against the Project due to the fault of Contractor; (d) Company reasonably believes Contractor's work product or Services are not progressing satisfactorily or that it is unlikely Contractor will complete its obligations under this Agreement in accordance with the schedule for performance of the Services set forth in the Buildertrend Notification; (e) there is reasonable evidence discovered that the obligations of Contractor under this Agreement cannot be completed for the unpaid balance of the Contract Payment or (f) defaults under this Agreement exist which have not been cured by Contractor. When the above grounds are removed or cured by Contractor, the applicable amounts withheld (less costs incurred) shall be paid. Company may require Contractor to furnish releases in form satisfactory to Company for all claims made, together with supporting invoices, receipts or other records to substantiate the amounts owing or paid as Company may require.
- 4.1.2. Use of Withheld Funds. If Company becomes entitled to retain any sums otherwise due Contractor, Company, at its sole discretion, shall be entitled to cause the Services to be

performed by others, and may apply any sums otherwise then due Contractor against such costs of completion and any related costs and damages, with any excess thereafter to be paid to Contractor. If the cost of such completion results in a deficiency, Contractor shall be fully responsible for the deficiency, together with any damages and costs, including costs of court, or other means of conflict resolution or legal process, and reasonable attorneys' fees, incurred by Company and shall reimburse Company therefor immediately upon request from Company.

- 4.2. Back Charge. Company shall have the right to back charge Contractor for any Services performed by another subcontractor on the Project attributable to Services incorrectly performed or omitted by Contractor, or the failure of Contractor to perform any other obligation or requirement under this Agreement ("Back Charge"). Company shall provide in writing to Contractor the basis for and amount of any Back Charge. Contractor shall have seven (7) days thereafter to respond in writing to Company objecting to the basis for or amount of the Back Charge claimed. If Contractor fails to object to any Back Charge within the time frame allowed, the Back Charge shall become immediately effective, due and payable on the eighth (8th) day following receipt of notice from Company. If any such Back Charges are not paid by Contractor within fifteen (15) days of original notification from Company: (a) such Back Charges shall incur an interest charge at the highest rate per annum allowed under applicable state law until paid in full, in addition to a twenty percent (20%) administrative fee from Company; and (b) Company shall have the right, but not the obligation, to offset any unpaid Back Charges and all accrued interest against any monies owed Contractor for the Services with respect to the Project at issue or any other Services on another Project under contract with Company.
- 4.3. Labor Pricing. Contractor shall provide pricing for hourly labor (including, but not limited to, costs associated with emergency and/or after-hour service calls) related to the performance of Services under this Agreement ("Labor Rates") to Company and all Labor Rates require approval by either the Company's Director of Vendor Management or Vice President of Construction prior to the commencement of the Services. Such Labor Rates shall include any and all miscellaneous fees of Contractor. Any proposed changes to Labor Rates must be submitted in writing to the Company's Director of Vendor Management or Vice President of Construction a minimum of thirty (30) days prior to the anticipated Labor Rate increase. Any and all increases must be authorized by the Company's Director of Vendor Management or Vice President of Construction prior to taking effect. Company reserves the right, in its sole and absolute discretion, to decline Contractor's request for a Labor Rate increase. For the avoidance of confusion, Company shall: 1) reimburse for those materials reasonably procured to perform the Services under this Agreement and 2) remit payment in accordance with Labor Rates associated with the Services. Contractor expressly acknowledges it shall adhere to approved Labor Rates as outlined in this Article and under the Agreement.

**SCHEDULE 2-AE (ARCHITECTURAL/ENGINEERING) CONTRACTORS**

**REPRESENTATIONS, WARRANTIES AND COVENANTS**

Contractor represents and warrants to, and covenants and agrees with, Company as set forth below.

Article I: General

- 1.1. Buildertrend. Contractor acknowledges the Buildertrend software (“Buildertrend”), which is property of the Company, is necessary to perform this Agreement. Further, Contractor represents that it has the necessary hardware and is capable of using the functions of the Buildertrend portal prior to the execution of this Agreement.
- 1.2. Compliance with Laws. Contractor represents to Company that it is permitted by law to perform the Services in the state where the Project is located, and that it is, or will become, reasonably familiar with applicable laws, regulations and ordinances, that it is experienced and qualified to perform the Services provided for herein and that it is properly equipped, organized and financed to perform such Services. Where required by law, Contractor represents that at least one principal member of the firm shall be licensed in the state(s) where the Project is located.
- 1.3. Review and study of Project information and conditions. Company shall furnish such surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site, as may be available to Company. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, flood plain designations, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. By commencing performance of the Services for a Project, Contractor represents that it has carefully reviewed and studied such information and has notified Company if additional information is required for proper performance of the Services.
- 1.4. Sufficiency of Schedule. By commencing the performance of Services for a Project, Contractor represents that it has carefully reviewed and studied the schedule for the Project and has determined that the time provided in the schedule is sufficient for proper performance of the Services in accordance with the Agreement.
- 1.5. Title to Work Product. Contractor represents that, upon the receipt of Contract Payment, all work product shall be free and clear of all liens, claims, security interests and encumbrances.

Article II: Safety

- 2.1. Prevention. Contractor agrees to cooperate with Company to: (a) take all reasonable precautions for the safety of its employees on the Project; (b) assist in the prevention of accidents or injury to persons on or adjacent to the Project or any other premises where the Services are being performed; and (c) comply with all federal, state and local safety laws and ordinances applicable to the Services and Project. Contractor shall, at its own expense, protect its employees and all other persons from risk of death and injury.

Article III: Performance of Services

- 3.1. Standards. Contractor shall employ the due diligence, skill and judgment of an experienced practitioner in its profession, in performing the Services and discharging its responsibilities under the Agreement and in connection with the Project and shall, to the extent consistent with its professional obligations, endeavor to further the interests of Company. Contractor acknowledges that Company will rely upon Contractor’s advice, expertise and experience in performing with the Services, including, without limitation, application of a professional standard of care in preparing all work product in accordance with applicable laws, rules,

regulations, ordinances and codes in effect at the time design documents are approved and permitted for the Project.

- 3.2. Schedule. The Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Services, and in accordance with the schedule for the Project. Time is of the essence of the Agreement and the Projects performed under it.
- 3.3. Ownership and Use of Work Product. The work product produced by Contractor for the Project constitute instruments of service for use solely with respect to the Project, and the Contractor shall be deemed the author and owner of all common law, statutory, and reserved rights, including copyrights. The Company shall have an irrevocable, non-exclusive license to use, copy and reproduce the Plans and Specifications (which includes the right to request and receive CAD files for the facility and to share these files with Project Owner) in connection with the construction, repair, maintenance and occupancy of the Project, which license shall survive the expiration or termination of this Agreement. The Contractor hereby consents to Owner's assignment of its license to the Project Owner and any purchaser of all or a portion of the Project, and to use of the Plans and Specifications by any substitute architect, engineer or designer in the event Company undertakes corrective or remedial work pursuant to Article I of this Agreement or the Agreement is terminated. Except as provided in this Agreement, the Contractor shall not be responsible for changes made to the work product by anyone other than the Contractor, or for use of the work product without the participation of the Contractor.
- 3.4. Defective Services. Contractor shall promptly correct any defects in the Services or work product, including any error, incompleteness, deficient coordination, or other nonconformance, by completing, revising, re-performing, supplementing or correcting, at Contractor's sole expense and to Company's reasonable satisfaction, any incomplete, defective or otherwise non-conforming Services or work product.

If Contractor fails to correct defective Services or work product as provided herein, within a reasonable time not to exceed fourteen (14) days after receiving notice of same from Company, Company shall have the right to correct, replace and/or re-execute such defective Services or work product at Contractor's sole expense and Contractor shall be responsible for the quality and sufficiency of such corrective work.

- 3.5. Compliance with Agencies and Codes. Prior to and at all times during performance of Services, Contractor shall secure and maintain all licenses and governmental approvals necessary for its performance of said Services.
  - 3.5.1. State, Local and Private Agencies and Codes. The Contractor's Services including all drawings, specifications and other work product will meet or exceed the applicable state and local municipal building codes, manufacturers' and suppliers' specifications, and other standards and requirements imposed by governmental and private agencies exercising jurisdiction over any of Company's Projects ("Agencies"). Contractor agrees to fully comply with the applicable state statutes, industry standard practices and other ordinances, laws, rules and regulations applicable to the Services and applicable Project ("Codes"). Contractor shall defend and indemnify Company from, and be solely responsible for, any fines or penalties necessary as a result of Contractor's failure to comply with the requirements of the Agencies or and any violation of any of the Codes applicable to the Services.

#### Article IV: Remedies

- 4.1. Withhold Funds. Any provision of the Agreement to the contrary notwithstanding, Owner shall not be obligated to make any payment to Contractor hereunder, and may withhold its approval of any invoice or nullify the whole or a part of any invoice, to such extent as may be reasonably necessary to protect the Owner from loss due to a breach of the Contract or default on the part of Contractor in the performance of its Services.

Company may nullify, void or withhold payments under any Work Authorization Form, in whole or in part, in accordance with the terms of this Section, in order to protect Company and/or the Project Owner from loss.

- 4.1.1. Reasons to Withhold Funds. Contractor expressly agrees that payment otherwise due Contractor on any Project may be withheld if: (a) Contractor fails to: (i) remedy defective Services, (ii) pay its sub-consultants, (iii) comply with any other provision of this Agreement, including any Work Authorization Form or subsequent Change Order, (v) obtain the approvals required by any authority having jurisdiction; (b) Company reasonably believes Contractor's Services are not progressing satisfactorily or that it is unlikely Contractor will complete its obligations under a Work Authorization Form in accordance with the schedule; or (c) defaults under this Agreement exist which have not been cured by Contractor. When the above grounds are removed or cured by Contractor to Company's reasonable satisfaction, the applicable amounts withheld (less costs incurred) shall be paid.
- 4.1.2. Use of Withheld Funds. If Company becomes entitled to retain any sums otherwise due Contractor, Company, at its sole discretion, shall be entitled to cause the Services to be performed by others, and may apply any sums otherwise then due Contractor against such costs of completion and any related costs and damages, with any excess thereafter to be paid to Contractor.

## SCHEDULE 3AE-I(NSURANCE)

- 1.1. General Requirements. Prior to its commencement of any Services on any Project, Contractor acknowledges and understands that it shall, at its sole expense, fully comply with the terms of this Schedule 3AE-I. All insurance and the coverages required in this Schedule 3AE-I shall be maintained by Contractor continuously throughout Contractor's performance of the Services. The types of insurance and the coverage amounts set forth in this Schedule 3AE-I are the minimums required by Company. Contractor is free to procure additional insurance or additional coverages at its discretion. Subject to these general requirements, Contractor agrees to procure and maintain the following insurance and coverages throughout Contractor's performance of the Services:
  - 1.1.1. Errors and Omissions Insurance. Contractor shall maintain sufficient Errors and Omissions insurance coverage and said coverage shall be no less than \$1,000,000 per each occurrence and in aggregate. Such insurance shall cover liability arising out all inspections and services carried out by Contractor.
- 1.2. Certificates of Insurance. Prior to beginning any Services on any Project, Contractor shall provide evidence that such insurance is in full force by furnishing Company with a certificate of insurance, or certified copies of the above policies. Each certificate of insurance or policy shall contain an unqualified clause to the effect that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days' prior written notice to Company. All insurance certificates and policies shall be submitted prior to the performance of any Services on the premises of any Project. All certificates and policies shall contain provisions for a thirty (30) day prior written notice to Company and other certificate holders of any pending change or cancellation. In the event Contractor becomes uninsured for any liabilities specified, such shall be considered a default and material breach under this Agreement.
- 1.3. Insurance Rating. All Insurance described under this Article to be carried by Contractor will be maintained by Contractor at its sole expense with insurance carriers licensed and approved to do business in Georgia and the state of the Project (if different), having a general policyholders rating of not less than an "A" and financial rating of not less than "XI" in the most current Best's Key Rating Guide. In no event will such insurance be terminated or otherwise allowed to lapse prior to termination of this Agreement, or such longer period as may be specified herein. Should Contractor fail in whole or in part to comply with any of the requirements set forth in this Section, such a failure shall be deemed a default and a material breach of this Agreement, thereby entitling Company to all available legal remedies. Contractor may provide the insurance described in this Section in whole or in part through a policy or policies covering other liabilities and projects of Contractor; provided, however, that any such policy or policies shall: (a) allocate to the applicable Project(s) the full amount of insurance required hereunder; and (b) contain, permit or otherwise unconditionally authorize the waiver contained in Section 1.10 below.
- 1.4. Damages. The carrying of the insurance as specified herein shall not be construed to be a limitation of liability on the part of Contractor, nor shall it relieve Contractor from any liability to Company as a matter of law.
- 1.5. Primary Endorsement. With respect to the additional insured endorsement to be provided to Company and each Project Owner pursuant to this Article, the following language must be included on the additional insured endorsement: "This Insurance is primary and any other insurance maintained by such additional insureds is noncontributing with this insurance with respect to claims or liability arising out of or resulting from the acts or omissions of the named insured, or of others performed on behalf of the named insured".
- 1.6. Relationship of Coverage. Contractor's insurance shall be considered primary to any policies held or procured by Company and/or the Project Owner for the project, and Company/Project Owner's policies shall be considered excess to Contractor's policies. Further, the insurance required pursuant to this Article shall, as far as applicable, specifically insure Contractor's obligations pursuant to Article, and all other contractual obligations under this Agreement.

- 1.7. No Waiver. If Company fails to enforce any of these insurance requirements during the performance of the Services by Contractor, such failure shall not constitute a waiver of such requirements, nor shall any waiver of any provisions hereof be effective unless made in writing and signed by Company.

### SCHEDULE 3-I(NSURANCE)

- 1.1. General Requirements. Prior to its commencement of any Services on any Project, Contractor acknowledges and understands that it shall, at its sole expense, fully comply with the terms of this Schedule 3-I. All insurance and the coverages required in this Schedule 3-I shall be maintained by Contractor continuously throughout Contractor's performance of the Services. The types of insurance and the coverage amounts set forth in this Schedule 3-I are the minimums required by Company. Contractor is free to procure additional insurance or additional coverages at its discretion. Subject to these general requirements, Contractor agrees to procure and maintain the following insurance and coverages throughout Contractor's performance of the Services:
  - 1.1.1. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, including Employer's Liability at a minimum limit of \$300,000 for all persons whom it employs in carrying out the Services under this Agreement. Such insurance shall be in strict accordance with the requirements of the most current and applicable Workers' Compensation Insurance Laws in effect from time to time at the Project site.
  - 1.1.2. Professional Liability Insurance. Contractor shall carry a professional errors and omissions liability insurance policy in the aggregate amount of \$1,000,000 and under such policy Company shall be granted additional insured status.
  - 1.1.3. Commercial General Liability Insurance. At all times during the performance of all onsite and offsite Services on any Project for Company, Contractor shall maintain Comprehensive or Commercial General Liability Insurance on an "occurrence basis," with reasonably acceptable deductibles, not to exceed \$25,000, with a single occurrence limit for bodily injury and property damage of \$1,000,000 and project aggregate limit of \$2,000,000, or limit carried whichever is greater, covering operations, independent contractors, products and completed operations, contractual liability specifically covering the indemnification contained in this Agreement, broad form property damage including with respect to completed operations, severability of interest and cross liability clauses, prior acts exclusion stating the General Liability policy shall not include any limitation of coverage and/or exclusion including but not limited to prior acts exclusion and/or condominium/detached housing exclusion, personal injury and explosion, collapse and underground hazards (X, C, U). The limits of liability specified in this Article may be provided by any combination of primary and excess liability insurance policies. Contractor shall name Company and the Project Owner as additional insureds on all such policies in effect during the performance of Services at the Project.
  - 1.1.4. Automobile Liability Insurance. Contractor shall maintain any and all owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor in connection with this Agreement with a combined single occurrence limit for bodily injury and property damage in the amount of \$1,000,000.
- 1.2. Additional Insured. The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Services and any other obligations of Contractor under this Agreement shall include 3Rivers General Contracting, LLC and its divisions, officers, and employees as additional insureds but only with respect to the Contractor's activities to be performed under this Agreement and any applicable Work Authorization Form. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 1.3. Certificates of Insurance. Prior to beginning any Services on any Project, Contractor shall provide evidence that such insurance is in full force by furnishing Company with a certificate of insurance, or certified copies of the above policies. Each certificate of insurance or policy shall contain an unqualified clause to the effect that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days' prior written notice to Company. All insurance certificates and policies shall be submitted prior to the performance of any Services on the premises of any Project. All certificates and policies shall contain provisions for a thirty (30) day prior written notice to Company and other certificate holders of

any pending change or cancellation. In the event Contractor becomes uninsured for any liabilities specified, such shall be considered a default and material breach under this Agreement.

- 1.4. Evidence of Insurance. As evidence of insurance coverage specified by this Article, Contractor shall deliver to Company copies of certificates of insurance and endorsements issued by Contractor's insurance carrier(s) showing all such policies in force for the period of time for the performance of Services at any Project. Company reserves the right to require Contractor to submit for Company's review certified policies of insurance. Each policy and certificate shall be subject to approval by Company and shall provide that such policies shall not be subject to material alteration to the detriment of Company or Contractor or cancellation without thirty (30) days' notice in writing to be delivered by registered mail to Company's office. Should any policy expire or be canceled before the completion of the Services under this Agreement, and Contractor fails immediately to procure other insurance as specified, Company reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Contractor (or withhold said payments) under this Agreement, including under any Work Authorization Form.
- 1.5. Insurance Rating. All Insurance described under this Article to be carried by Contractor will be maintained by Contractor at its sole expense with insurance carriers licensed and approved to do business in Georgia and the state of the Project (if different), having a general policyholders rating of not less than an "A" and financial rating of not less than "XI" in the most current Best's Key Rating Guide. In no event will such insurance be terminated or otherwise allowed to lapse prior to termination of this Agreement, or such longer period as may be specified herein. Should Contractor fail in whole or in part to comply with any of the requirements set forth in this Section, such a failure shall be deemed a default and a material breach of this Agreement, thereby entitling Company to all available legal remedies. Contractor may provide the insurance described in this Section in whole or in part through a policy or policies covering other liabilities and projects of Contractor; provided, however, that any such policy or policies shall: (a) allocate to the applicable Project(s) the full amount of insurance required hereunder; and (b) contain, permit or otherwise unconditionally authorize the waiver contained in Section 1.10 below.
- 1.6. Waiver of Subrogation. Contractor hereby waives all rights against Company and each Project Owner for damages caused by fire and other perils and risks to the extent covered by Contractor's required policies of insurance. All policies of insurance required herein shall contain a provision under which the insurance carrier waives its right of subrogation with respect to Company and each Project Owner and such other parties specifically required to be listed as additional insureds.
- 1.7. Damages. The carrying of the insurance as specified herein shall not be construed to be a limitation of liability on the part of Contractor, nor shall it relieve Contractor from any liability to Company as a matter of law.
- 1.8. Primary Endorsement. With respect to the additional insured endorsement to be provided to Company and each Project Owner pursuant to this Article, the following language must be included on the additional insured endorsement: "This Insurance is primary and any other insurance maintained by such additional insureds is noncontributing with this insurance with respect to claims or liability arising out of or resulting from the acts or omissions of the named insured, or of others performed on behalf of the named insured".
- 1.9. Relationship of Coverage. Contractor's insurance shall be considered primary to any policies held or procured by Company and/or the Project Owner for the project, and Company/Project Owner's policies shall be considered excess to Contractor's policies. Further, the insurance required pursuant to this Article shall, as far as applicable, specifically insure Contractor's obligations pursuant to Article, and all other contractual obligations under this Agreement.

No Waiver. If Company fails to enforce any of these insurance requirements during the performance of the Services by Contractor, such failure shall not constitute a waiver of such requirements, nor shall any waiver of any provisions hereof be effective unless made in writing and signed by Company.

## SCHEDULE 3-COE

### CODE OF ETHICS

#### **Building a transparent Partnership of Trust and Credibility**

The success of our business is dependent on the trust and confidence we earn from our clients and subcontractors. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable and transparent conduct. Ultimately, we will be judged not only by what we do but how we do it. At 3Rivers General Contracting, LLC, the end does *not* justify the means. We will pay a little more and work a little harder to get the job done right with full transparency and accountability to both client and subcontractor alike.

When considering any action, it is wise to ask: will this build trust and credibility for 3Rivers General Contracting, LLC *as well as* my own company? Will it help create a working partnership in which 3Rivers General Contracting, LLC and my company can succeed over the long term? Is the commitment I am making one I can follow through with? 3Rivers General Contracting, LLC will only work with subcontractors that will say “yes” to those questions and be willing to work every day to build our collective trust and credibility through transparent partnership.

#### **Create a Culture of Open and Honest Communication**

At 3Rivers General Contracting, LLC our valued subcontractors should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Our team has a responsibility to create an open and supportive environment where subcontractors feel comfortable raising such questions. We all benefit tremendously when subcontractors exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

3Rivers General Contracting, LLC will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the company will take appropriate action. We will not tolerate retaliation against subcontractors who raise genuine ethics concerns in good faith. Please report any concerns regarding fraud, coercion, solicitation or conflicts to interest in full confidence to 3Rivers General Contracting at 412-643-4581. Examples of reportable offenses include but are not limited to:

- Request for money in exchange for work (kickbacks)
- Using 3Rivers General Contracting’s materials or resources for non-3Rivers General Contracting work
- Performing work without a valid license when one is required
- Performing or not reporting work that is knowingly out of code
- Theft by taking
- Using your own subcontractors unless otherwise approved
- Price gouging

Subcontractors are required, in the first instance, to address such issues or any issues related to the project or the contractual obligations of the Subcontractor with their project managers, as most problems can be resolved swiftly. If for any reason that is not possible or if a subcontractor is not comfortable raising the issue with his or her manager or Project Manager, 3Rivers General Contracting does operate with an open-door policy.

#### ***Lawfulness***

3Rivers General Contracting, LLC’s commitment to integrity begins with complying with laws, rules and regulations where we do business. As a contracted 3Rivers General Contracting, LLC Professional, this commitment extends to you and your company. If you are unsure of whether a contemplated action is permitted by law or 3Rivers General Contracting, LLC’s policy, you should seek the advice from your 3Rivers General Contracting Project Manager regarding repair or maintenance services or 3Rivers General Contracting leadership for general business, legal or commercial concerns. We all are responsible for preventing violations of law and for speaking up if we see possible violations.

#### ***Competition***

We are dedicated to ethical, fair and vigorous competition. We will sell 3Rivers General Contracting, LLC's services based on their merit, superior quality, efficiency and competitive pricing. We expect our subcontractors to run their business accordingly and to not engage in anti-competitive practices such as price fixing, bid rigging, or market allocation with competitors. Subcontractors should also avoid price gouging, defined as charging unreasonably high prices for goods or services in a time of crisis or when consumers do not have other options. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for 3Rivers General Contracting, LLC or the sales of its products or services, nor will we engage or assist in unlawful boycotts of particular customers. If you witness or suspect such solicitations or transactions, please promptly report them to 3Rivers General Contracting leadership.

### ***Proprietary Information***

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

### ***Conflicts of Interest***

We all must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of 3Rivers General Contracting, LLC may conflict with our own personal or family interests. You as well as our Project Managers, have a duty to 3Rivers General Contracting, LLC to advance its legitimate interests when doing work on 3Rivers General Contracting, LLC's behalf. You must never use 3Rivers General Contracting, LLC property or information for personal gain or personally take for yourself or your company any opportunity that is discovered through our contractual relationship with 3Rivers General Contracting, LLC without express written permission from the Company.

### **Here are some other ways in which conflicts of interest could arise:**

1. Owning or having a substantial interest in a competitor, supplier or competing contractor
2. Having a personal interest, financial interest or potential gain in any 3Rivers General Contracting, LLC transaction
3. Placing company business with a firm owned or controlled by a 3Rivers General Contracting, LLC employee or his or her family

Determining whether a conflict of interest exists is not always easy to do. Subcontractors with a conflict of interest question should seek advice from 3Rivers General Contracting leadership.

### ***Gifts, Gratuities and Business Courtesies***

3Rivers General Contracting, LLC is committed to competing solely on a merit of our products and services. We should avoid any actions that create a perception that favorable treatment of outside entities by 3Rivers General Contracting, LLC was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom 3Rivers General Contracting, LLC does or may do business. 3Rivers General Contracting, LLC's employees and subcontractors are neither to give, solicit nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of 3Rivers General Contracting, LLC or customers, or would cause embarrassment or reflect negatively on 3Rivers General Contracting, LLC's reputation.

### ***Accepting Business Courtesies***

Most business courtesies offered to us in the course of our employment are offered because of our positions at 3Rivers General Contracting, LLC. We should not feel any entitlement to accept and keep a business courtesy. Although we

may not use our position at 3Rivers General Contracting, LLC to obtain business courtesies, and we must never ask for them, we may accept unsolicited business courtesies that promote successful working relationships and good will with the firms that 3Rivers General Contracting, LLC maintains or may establish a business relationship with.

Employees who award contracts or who can influence the allocation of business, who create specifications that result in the placement of business or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality and fair dealing. The prudent course is to refuse a courtesy from a supplier when 3Rivers General Contracting, LLC is involved in choosing or reconfirming a supplier or under circumstances that would create an impression that offering courtesies is the way to obtain 3Rivers General Contracting, LLC business.

### ***Meals, Refreshments and Entertainment***

3Rivers General Contracting, LLC's clients, employees and subcontractors may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- They are not inappropriately lavish or excessive;
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity;
- Neither party should engage in actions that could be perceived as attempts to unduly influence business decisions, such as accepting excessive courtesies or entertainment from a supplier whose contract is expiring in the near future;
- The employee accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her manager or co-worker or having the courtesies known by the public;
- No such actions are prohibited by special rules of governmental clients or agencies.

### ***Gifts***

Employees and subcontractors may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom 3Rivers General Contracting, LLC does or may do business. Tangible gifts (including tickets to a sporting or entertainment event) that have a market value greater than \$100 may not be accepted unless approval is obtained from management.

Employees subcontractors with questions about accepting business courtesies should talk to their Project Manager or 3Rivers General Contracting leadership.

### ***Offering Business Courtesies***

Other than to our government customers, for whom special rules apply, we may provide nonmonetary gifts (i.e., company logo apparel or similar promotional items) to our customers and subcontractors. Further, management may approve other courtesies, including meals, refreshments or entertainment of reasonable value, provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.
- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.

- The business courtesy is properly reflected on the books and records of 3Rivers General Contracting, LLC.

## **Set Metrics and Report Results Accurately**

### ***Accurate Public Disclosures***

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Employees should inform Executive Management and the HR department if they learn that information in any filing or public communication was untrue or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

### ***Corporate Recordkeeping***

We create, retain and dispose of our company records as part of our normal course of business in compliance with all 3Rivers General Contracting, LLC policies and guidelines, as well as all regulatory and legal requirements.

All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered in our books in accordance with 3Rivers General Contracting, LLC's and other applicable accounting principles.

We must not improperly influence, manipulate or mislead any unauthorized audit, nor interfere with any auditor engaged to perform an internal independent audit of 3Rivers General Contracting, LLC books, records, processes or internal controls.

## **Promote Substance Over Form**

At times, we are all faced with decisions we would rather not have to make and issues we would prefer to avoid. Sometimes, we hope that if we avoid confronting a problem, it will simply go away.

At 3Rivers General Contracting, LLC, we must have the courage to tackle the tough decisions and make difficult choices, secure in the knowledge that 3Rivers General Contracting, LLC is committed to doing the right thing. At times this will mean doing more than simply what the law requires. Merely because we can pursue a course of action does not mean we *should* do so.

Although 3Rivers General Contracting, LLC's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do business and should guide us in our daily conduct.

### ***Accountability***

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department.

3Rivers General Contracting, LLC takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

## **Be Loyal**

### ***Confidential and Proprietary Information***

Integral to 3Rivers General Contracting, LLC's business success is our protection of confidential company information, as well as nonpublic information entrusted to us by employees, customers and other business partners. Confidential and proprietary information includes such things as pricing and financial data, customer names/addresses or nonpublic information about other companies, including current or potential supplier and vendors. We will not

disclose confidential and nonpublic information without a valid business purpose and authorization from the designated authority within the company.

### ***Use of Company Resources***

Company resources, including time, material, equipment and information, are provided for company business use. Nonetheless, occasional personal use is permissible as long as it does not affect job performance or cause a disruption to the workplace.

Employees and those who represent 3Rivers General Contracting, LLC are trusted to behave responsibly and use good judgment to conserve company resources. Managers are responsible for the resources assigned to their departments and are empowered to resolve issues concerning their proper use.

Generally, we will not use company equipment such as computers, copiers and fax machines in the conduct of an outside business or in support of any religious, political or other outside daily activity, except for company-requested support to nonprofit organizations. We will not solicit contributions nor distribute non-work related materials during work hours.

In order to protect the interests of the 3Rivers General Contracting, LLC network and our fellow employees, 3Rivers General Contracting, LLC reserves the right to monitor or review all data and information contained on an employee's company-issued computer or electronic device, the use of internal programs or 3Rivers General Contracting, LLC's internal programs. We will not tolerate the use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate.

Questions about the proper use of company resources should be directed to your manager.

### ***Media Inquiries***

3Rivers General Contracting, LLC is a high-profile company in our community, and from time to time, employees it's vendors may be approached by reporters and other members of the media. In order to ensure that we speak with one voice and provide accurate information about the company, we should direct all media inquiries to the Public Relations Executive. No one may issue a press release without first consulting with the Public Relations Executive.

### **Do the Right Thing**

Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- Does what I am doing comply with the 3Rivers General Contracting, LLC guiding principles, Code of Conduct and company policies?
- Have I been asked to misrepresent information or deviate from normal procedure?
- Would I feel comfortable describing my decision at a staff meeting?
- How would it look if it made the headlines?
- Am I being loyal to my family, my company and myself?
- What would I tell my child to do?
- Is this the right thing to do?