



ADDENDUM A
PURCHASE SERVICE AGREEMENT

Arizona License
ROC070961 A GEN ENG
ROC067542 B GEN ENG
ROC075851 B-01 GEN COM
ROC023057 B-04 GEN RES ENG

VENDOR:
VENDOR CODE:
LICENSE TYPE:
LICENSE NUMBER:
AZ TPT NUMBER:
ADDRESS:
TELEPHONE:
FAX:

CONTRACTOR: HUNTER CONTRACTING CO
ADDRESS: 701 N COOPER ROAD
GILBERT, AZ 85233
TELEPHONE: (480) 892-0521
FAX: (480) 892-4932

Addendum Number:
Date of the Addendum: August 01, 2018
HCC Job Number:
Project Name:
Prime Contract Number:
Location of Project:
Address:
City: State: Zip Code:

Each section referenced in this Addendum refers to the corresponding section in the Master Purchase Service Agreement. This document is an extension of the Master Purchase Service Agreement and all Sections as stated in the Master Purchase Service Agreement are binding unless otherwise noted in this document.

STATEMENT OF WORK: The Service Provider agrees to furnish all labor, supervision, materials, tools, equipment and supplies necessary to perform, and to perform all work set forth in Section 2 hereof in the construction of and as described in this Addendum for the provisions of the Prime Contract No. between the Owner () and the Contractor, dated , including all the General and Special Conditions, Provisions, Drawings, Specifications, Addenda Number, and all other Documents and Revisions to date, forming or by reference made a part of the Prime Contract between the Contractor and Owner, and with particular reference to the below listed Technical and/or other Sections or parts of the Contract Documents, all of which shall be considered part of this Addendum by reference thereto and they are as fully a part of this Addendum Agreement as if hereto attached or herein repeated, and the Service Provider agrees to bind and obligate himself, in the performance of this Addendum, to the Contractor by the same terms, conditions, undertakings and obligations that the Contractor is bound and obligated to the Owner by the Prime Contract insofar as the terms thereof shall not be in conflict with the terms hereof. Copies of said Prime Contract as outlined in the Addendum are on file in the office of the Contractor.

SCOPE OF WORK: The Service Provider agrees to furnish all labor, supervision, materials, tools, equipment and supplies necessary to perform, and to perform the following work in strict compliance with the requirements of this Addendum, the Purchase Service Agreement and of the Prime Contract as outlined below:

- Inclusions/Clarifications to Scope of Work:
Exclusions from Scope of Work:
Modifications to the Master Purchase Service Agreement:

INSURANCE: Prior to commencing work as outlined in this Addendum, Service Provider shall provide and maintain, with companies licensed to do business in the State of the project, insurance of the following types of coverage's and limits of liability:

- a. Commercial General Liability:
i. 2,000,000 Products/Completed Operations Aggregate
ii. 2,000,000 General Aggregate
iii. 1,000,000 Per Project Aggregate
iv. 1,000,000 Any One Occurrence

CONTRACTOR INITIALS _____

EQUIPMENT/SERVICE PROVIDER INITIALS _____



**ADDENDUM A
PURCHASE SERVICE AGREEMENT**

- b. **Automobile Liability (Comprehensive Coverage):**
 - i. 1,000,000 Each Accident
- c. **Commercial Excess Liability ("Umbrella"):**
 - i. 1,000,000 General Aggregate
 - ii. 1,000,000 Any One Occurrence
- d. **Employers Liability (Coverage "B" on the Workers Compensation Policy):**
 - i. 500,000 Each Accident
 - ii. 500,000 Each Employee for Injury by Disease
 - iii. 500,000 Aggregate for Injury by Disease

CERTIFICATES OF INSURANCE (Liability, Automobile and Workman's compensation) in the amounts stipulated by project specifications and section 16 of this Addendum. (In addition, Hunter Contracting Co and must be listed as "**ADDITIONALLY INSURED**" in the description section on the certificate.) **NO WORK OR PAYMENTS WILL BE ISSUED UNTIL THE CERTIFICATES OF INSURANCE AND A COPY OF THE SERVICE PROVIDERS LICENSE HAS BEEN RECEIVED BY THE CONTRACTOR.**

If marked, these requirements, also apply:

I am self-employed and do not have any other employees, therefore, workmen's compensation insurance is not applicable. I refuse to obtain workmen's compensation for myself from SCF of Arizona. I will not hold Hunter Contracting Co. liable if I should get hurt while working on this job.

All Professionals must carry at a minimum of at least \$1,000,000 in liability insurance. If the Professional provides a service in which they will be on our job site, then they must also carry all insurance as required in our master agreement.

Coverage's shall be written on an occurrence basis and shall be maintained without interruption from the commencement of the Service Provider's work until the completion of the project including any applicable warranty work. Service Provider shall furnish to Contractor, at least five (5) days prior to scheduled commencement of the work, satisfactory certificates of insurance which shall certify that such policies are then in full force and effect, the expiration date thereof and that such policies shall not be canceled without thirty (30) days prior written notice to Contractor. In the event such cancellation and/or lapse is threatened by reason of Service Provider's nonpayment of premiums, Contactor may pay the same on Service Provider's behalf and charge Service Provider accordingly, including charge by offset against any monies due to Service Provider. All policies shall name the Contractor and Owner and any lender providing financing for the project as additional insured. Coverage's of the Service Provider shall be primary and any insurance coverage provided by an additional insured shall be treated as excess or non-contributory for claims arising out of Service Provider's work. Service Provider's policy shall use the ISO Form CG 2010 (07/04) or its equivalent, and Service Provider's umbrella policy shall be primary to Contractor's general liability policy. Policies provided hereunder shall in no way limit Service Provider's liability for claims or damages which exceed the amount of insurance. Service Provider and Contractor waive all rights of subrogation against the other and any of their sub-subcontractors/service providers, their agents, employees and the Owner and any lender providing funding for the project, their agents and employees, under each and every insurance policy required to be maintained hereunder, but only to the extent that Service Provider's insurance policies permit such waiver and only to the extent of the coverage provided by such policies. Service Provider represents and warrants that the insurance policies provided hereunder permit such waiver and that it has given notice to its carrier(s) of the foregoing waiver of subrogation and has obtained any special endorsement if required by its insurer to evidence compliance with the waiver.

SAFETY: Equipment/Service Provider agrees to be in compliance with Hunter Contracting Co.'s Safety Policy and Program at all times. Included in our Safety Program is our program for compliance with the OSHA Hazard Communications Standard for Construction. Safety Data Sheets (SDS) for every project are available for you and your employees to review at our Gilbert, Arizona office. You must provide us with SDS on any products you will use or store on projects. In the event that Equipment/Service Provider fails to comply with any OSHA, Arizona, County, Local City or Town ordinance and/or United States requirements, and such, results in a fine to Contractor, Equipment/Service Provider agrees to pay the amount of such fine to Contractor immediately upon notification that such fine has been charged.

CONTRACTOR INITIALS _____

EQUIPMENT/SERVICE PROVIDER INITIALS _____



**ADDENDUM A
PURCHASE SERVICE AGREEMENT**

- 1. The equipment/service provider is required to maintain a safety policy, which includes applicable safety requirements as required by OSHA for the scope of work they are performing.
- 2. The equipment/service provider is to maintain documentation of training provided to its employees for tasks they will be required to perform. This documentation will be made available to Contractor upon request.
- 3. The equipment/service provider must have and enforce a pre-employment and post incident drug testing policy.
- 4. All employees of the equipment/service provider or second tier contractors must participate in the job site safety orientation conducted by a member of the Contractor's staff.
- 5. All incidents; injuries or illness, auto accidents, property damage, utility damage, thefts, vandalism or equipment damage, must be reported to the Contractor as soon as possible and within 24 hours a copy of the incident report submitted.
- 6. The equipment/service provider must complete or update their Pre-qualification Safety Questionnaire annually.

TERMINATION FOR CONVENIENCE BY CONTRACTOR: Contractor may, at any time or for any reason, terminate Service Provider's work, in whole or in part, at Contractor's convenience. Upon receipt of notice of termination for convenience, Service Provider shall, unless the notice directs otherwise, immediately discontinue the work and the placing of orders and contracts concerning the performance of this Service Agreement. If requested, Service Provider shall also make every reasonable effort to procure cancellation of all existing orders and contracts, upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits derived therefrom. Service Provider shall thereafter do only such work as may be necessary to preserve and protect the work and to protect material and equipment on the Jobsite or in transit thereto.

CROSS-DEFAULT AND OFFSET: Service Provider and Contractor acknowledge and agree that Contractor's continued confidence in the ability of Service Provider to properly and expeditiously perform the Work is a substantial and material concern to Contractor. Consequently, if Contractor (and/or any affiliate of Contractor) and Service Provider (and/or any affiliate of Service Provider) enter into or have entered into any other agreements and Service Provider (and/or any affiliate of Service Provider) defaults under this Agreement or under any other agreement, Contractor (and/or any affiliate of Contractor) may, at Contractor's election, treat that default as a default of all agreements between Contractor (and/or any affiliate of Contractor) and Service Provider (and/or any affiliate of Service Provider) and may terminate any or all such agreements and/or Change Order entered into in connection therewith for cause pursuant to Section 8 of the Master Purchase Service Agreement. In the event of any such default, Contractor (and/or any affiliate of Contractor) may offset from amounts owing to Service Provider (and/or any affiliate of Service Provider) under this Agreement and/or any other agreement between Contractor (and/or any affiliate of Contractor) and Service Provider (and/or any affiliate of Service Provider) any losses, damages, costs and expenses incurred by Contractor arising from such default.

PAYMENTS: Contractor agrees to pay Equipment/Service Provider in accordance with terms in Addendum A upon submission of invoices and work tickets, with the payment terms 1 prox. Equipment/Service Provider agrees that the monies received for the performance or this Purchase Services Agreement shall be used only for such work and that Equipment/Service Provider shall furnish proof of the foregoing upon written request of the Contractor.

Final Pay Apps or invoices must be submitted within 60 days to Hunter Contracting Co. after completion of work on the project, along with all necessary waivers by Equipment/Service Provider. Pay Apps or invoices received more than 60 days after the completion of performance will

CONTRACTOR INITIALS _____

EQUIPMENT/SERVICE PROVIDER INITIALS _____

Hunter
CONTRACTING CO.
ADDENDUM A
PURCHASE SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Service Agreement by their proper officers duly authorized herein.

HUNTER CONTRACTING CO.

Signature

Signature

Chuck English

Print Name

Print Name

Vice President

Title

Title

Date

Date

License Number and Type

Exhibit A

HUNTER CONTRACTING CO.

SERVICE PROVIDER'S AFFIDAVIT REGARDING

SETTLEMENT OF CLAIMS

Project:

Whereas, we the undersigned, , hereinafter called "Service Provider" have been employed by **Hunter Contracting Co.**, hereinafter called "Contractor" under a Purchase Service Agreement dated 8/1/2018 to furnish equipment, labor and materials for the above referenced project, certify that all lawful claims for rental of equipment, labor and materials used in connection with the construction of the above referenced project, whether by Service Provider or lower tier Subcontractor(s) to Service Provider or claimant in person, have been duly discharged.

Now, therefore, for the consideration of \$_____, which represents total earned to date less any and all deducts by the Contractor, as set out in the final progress estimate, as full and complete payment by the Contractor to Service Provider under the terms of the Purchase Service Agreement, hereby fully releases and forever discharges the Contractor and it's respective officers, employees and agents of and from all manners of debts, dues, liabilities, obligations, accounts, claims, demands and rights of lien whatsoever, in law and equity, under or by virtue of said Purchase Service Agreement, in connection with, or as a result of the above described project and Further, the Service Provider understands that such final payment will not relieve the Service Provider of responsibility for faulty materials or workmanship and the Service Provider will remedy any defects due thereto and pay for any damage resulting therefrom in consideration of the Purchase Service Agreement; and Further, the Service Provider understands that no certificate issued nor payment made to the Service Provider, nor partial or entire use of the constructed project by the Owner, Contractor or other Service Providers shall constitute an acceptance of any work or materials not in accordance with the Purchase Service Agreement. The undersigned further agrees to indemnify and save harmless the Contractor against any and all liens, claims of liens, suits, actions, damages, changes and expenses whatsoever, which the Contractor may suffer arising out of the failure of the undersigned to pay for all equipment, labor performance and materials furnished for the performance of said installation.

Signed and dated this _____ day of _____, 2018

Contractor:

By: _____

Title: _____