



ADDENDUM A
ENGINEERING SERVICES AGREEMENT

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

ENGINEER:
VENDOR CODE:
LICENSE TYPE:
LICENSE NUMBER:
AZ TPT NUMBER:
ADDRESS:

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

TELEPHONE:
FAX:

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

ARTICLE 1: SCOPE OF WORK: The Engineer 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 Master Engineering Services Agreement and of the Prime Contract as outlined below:

Inclusions/Clarifications to Scope of Work:

Exclusions from Scope of Work:

Modifications to the Master Engineering Agreement:

ARTICLE 1: BASIC SERVICES - SAFETY: The Engineer is not responsible for and has no involvement with the Contractor's safety precautions and programs except as listed here:

- 1. The engineer 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 engineer 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 engineer must have and enforce a pre-employment and post incident drug testing policy.
4. All employees of the engineer 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.

ARTICLE 4: PAYMENTS: The Contractor agrees to pay the Engineer for the materials furnished and/or the work to be herein for the sum of \$0.00 subject to additions and deductions for changes as may be agreed upon, or determined, and adjustments for quantity of work performed at Unit Prices set forth under Article 1 above. The aforementioned sum includes all taxes of any nature whatsoever that may be assessed against or incurred by the Engineer in performance of this work.

Partial Payments will be made to the Engineer, provided the Engineer has submitted his Payment Request to the Contractor on or before the 1st day of each month, at the unit prices set forth in Article 1 above for services provided less the aggregate of previous payments, providing payment for such work and materials has been approved by the Owner and received from the Owner by the Contractor; and upon

CONTRACTOR INITIALS _____

ENGINEER'S INITIALS _____

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complete performance of this agreement and approval and acceptance of the Engineers work by the Owner's Architect or Engineer, the Contractor shall make final payment to the Engineer of the balance due him, within 20 days after final payment has been received by the Contractor. No payment on account shall be considered as an approval and/or acceptance of work done or materials furnished, or any part thereof. Regardless of the reason for any delay in the receipt by Contractor of payment from Owner for the work and materials furnished by Engineer, receipt by Contractor of payment from Owner for such work and materials is an express condition precedent to the obligation of the Contractor to make the payments to Engineer specified above.

Regardless of the reason for any non-payment from Owner for the work and materials furnished by Engineer, receipt by Contractor of payment from Owner for such work and materials is an express condition precedent to the obligation of the Contractor to make the payments to Engineer specified above. Engineer understands that the only source of payment for Engineer's work and materials are the payments Contractor is to receive from Owner, and Engineer specifically assumes the risk of non-payment for its work and materials associated with any delay, failure or refusal of Owner to pay Contractor for Engineer's work.

As a service to our Engineer, a request for early payment will be considered for all progress payments provided the Engineer has performed satisfactorily. Such early payments for progress payments will be paid with an appropriate discount and must be approved by the Project Manager. Early, full or partial retention release may also be requested provided the Engineer has performed satisfactorily. Such early retention release will also be subject to an appropriate discount and must be approved by the Project Manager and the Division Manager. All prepayments and discounts must also be approved by the Cash Manager or CFO of Hunter Contracting Co.

ARTICLE 5: SCHEDULES: The Job Progress Schedule is a Critical Path Method or similar type Schedule. Upon request by the Contractor, the Engineer shall furnish the Contractor in writing a progress schedule covering the work to be performed under this Addendum. This schedule will show in detail the procurement, shop drawing, fabrication, delivery and installation activities of all the major components of work and the Engineer agrees to meet and keep this schedule and to apprise the Contractor monthly of his progress.

The Prime Contract contains a liquidated damages clause in the amount of \$0.00 per calendar day. Should the Engineer default in the proper performance of his work, thereby causing a delay to the Prime Contract, he shall be liable for any and all loss and damages including liquidated damages sustained by the Contractor. The Engineer shall not be liable under this paragraph if such delays are caused by strikes, lockouts, acts of God, or other reasons beyond the control of Engineer, however, notice of occurrence of same shall be given in writing within forty-eight (48) hours by Engineer to Contractor.

ARTICLE 8: INSURANCE:

All Professionals must carry at a minimum of at least \$2,000,000 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 subcontract.

CERTIFICATES OF INSURANCE (Liability, Automobile and Workman's compensation) in the amounts stipulated by project specifications and section 14 of this Addendum. (In addition, Hunter Contracting Co 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 ENGINEERS LICENSE HAS BEEN RECEIVED BY THE CONTRACTOR.**

CONTRACTOR INITIALS _____

ENGINEER'S INITIALS _____

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IN WITNESS WHEREOF, the parties hereto have executed this Engineering 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.

ENGINEER'S AFFIDAVIT REGARDING

SETTLEMENT OF CLAIMS

Project:

Whereas, we the undersigned, , hereinafter called "Engineer" have been employed by **Hunter Contracting Co.**, hereinafter called "Contractor" under a Engineering 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 Engineer or lower tier Subcontractor(s) to Engineer 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 Engineer under the terms of the Engineering 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 Engineering Agreement, in connection with, or as a result of the above described project and Further, the Engineer understands that such final payment will not relieve the Engineer of responsibility for faulty materials or workmanship and the Engineer will remedy any defects due thereto and pay for any damage resulting therefrom in consideration of the Engineering Agreement; and Further, the Engineer understands that no certificate issued nor payment made to the Engineer, nor partial or entire use of the constructed project by the Owner, Contractor or other Subcontractors shall constitute an acceptance of any work or materials not in accordance with the Engineer 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: _____