



**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:**

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:
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 TBD and as described in this Addendum for the provisions of the Prime Contract No. TBD 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:

<u>Revenue Code</u>	<u>Phase Code</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Estimated Amount</u>
						TOTAL

Inclusions/Clarifications to Scope of Work:

Exclusions from Scope of Work:

Modifications to the Master Purchase Service Agreement:

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Service Provider will execute Exhibit A, Service Provider's Affidavit Regarding Settlement of Claims, upon completion of the Scope of Work.

INSURANCE: Prior to commencing work as outlined in the Addendum, Service provider shall provide and maintain for the duration of the applicable statute of repose, insurance with the minimum limits and coverage as shown below, or if higher, the requirements set for in the Prime Contract Documents.

1. Commercial General Liability: Commercial General Liability is on an occurrence form using ISO CG0001 10 01 or its equivalent, insuring Bodily Injury and Property Damage against the hazards of Premises and Operations, Products and Completed Operations, Independent Contractors, Contractual Liability and Personal and Advertising Injury and the following minimum limits of 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
v. 1,000,000 Personal and Advertising Injury

2. Automobile Liability (Comprehensive Coverage): Automobile Liability for Bodily Injury and Property Damage claims, including owned, hired and non-owned automobiles with the following limits:

- i. 1,000,000 Each Accident

3. Commercial Excess Liability ("Umbrella"): Limits of insurance not less than:

- i. 1,000,000 General Aggregate
ii. 1,000,000 Any One Occurrence

4. Worker's Compensation and Employers Liability (Coverage "B" on the Workers Compensation Policy): As required by the laws of the State in which the work is to be performed, including Waiver of Subrogation endorsement in favor of the Contractor. The minimum Employer's liability limit shall be:

- i. 1,000,000 Each Accident
ii. 1,000,000 Each Employee for Injury by Disease
iii. 1,000,000 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 the Master Agreement (In addition, Hunter Contracting Co and TBD must be listed as "ADDITIONAL 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 at least \$2,000,000.00 in Professional liability insurance.

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.

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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-contractors, 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.

Subcontractor further agrees that, should it fail to comply with any safety requirements after notification of such failure to Subcontractor, its agents, employees, or subcontractors, and then Subcontractor shall pay to Contractor the sum of \$250.00 for each failure. Subcontractor authorizes Contractor to back charge Subcontractor and deduct from any sums due to subcontractor from Contractor hereunder and in the related Addenda, the amount of any charges due hereunder and in the related Addenda. Subcontractor further agrees that, should the amount due Contractor by Subcontractor under this provision exceed the funds due from Contractor to Subcontractor, Subcontractor shall immediately pay such difference, which shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.

Subcontractor shall: (a) comply fully with all laws, citations, rules, regulations, standards and other statutes with respect to occupational health and safety, accident prevention, safety equipment and practices prescribed by Owner, Contractor, Federal, County, City and any other agency or body having jurisdiction or cognizance over the work being performed; (b) indemnify, defend and save harmless Contractor, its officers, agents and employees from claims, penalties, damages, liability, loss, costs, and expenses, including attorney's fees, arising from any alleged violation or infraction of the foregoing by Subcontractor, its agents, employees or third parties.

Subcontractor agrees to furnish all required personal protective equipment (PPE) necessary to satisfy any pertinent policies for Subcontractor's employees. Any employee of Subcontractor not in possession of the required PPE shall be provided such equipment by the Contractor and subcontractor shall be back charged 250% of the cost to the Contractor for such equipment.

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

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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 2% 10/ Net 30 prox. Equipment/Service Provider agrees that the monies received for the performance of 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 not be paid.

ATTACHMENTS:

1. Compliance with HCC Safety Policy (**SIGN AND RETURN WITH SIGNED MASTER SUBCONTRACT AGREEMENT**).
2. W-9 Form (**COMPLETE AND RETURN WITH SIGNED MASTER SUBCONTRACT AGREEMENT**).

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