

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

Hunter
CONTRACTING CO.
MASTER AGREEMENT TO
PURCHASE SERVICES

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:

DATE: 1/17/24

In consideration of the mutual covenants, Contractor and Equipment/ Service Provider agree as follows:

SECTION 1: STATEMENT OF WORK: Equipment/Service Provider agrees to furnish the items set forth in the addendum, which is incorporated into and made part of this Master Agreement to Purchase Services (“Purchase Services Agreement”) for services to be provided.

SECTION 2: TIME OF PERFORMANCE: Contractor agrees to keep Equipment/Service Provider informed as to the progress of the Project and Equipment/Service Provider agrees to furnish the equipment and personnel at such times and in such order as the Contractor considers necessary.

SECTION 3: 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% Net 10th or Net 26th 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.

SECTION 4: PROVISIONS: Each and every provision, term, condition, obligation and covenant contained herein shall extend to and be binding upon the successors, heirs, personal representatives and assigns of the respective parties.

SECTION 5: CHANGES: Contractor reserves the right to make changes to this Purchase Service Agreement upon written order to Equipment/Service Provider. This Purchase Service Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and prior drafts. Both parties agree that this Purchase Service Agreement cannot be changed or modified in any manner unless such changes or modifications are agreed to in writing and signed by an Officer or Division Manager of Hunter Contracting Co.

SECTION 6: TERMINATION OF PURCHASE SERVICE AGREEMENT: If owner shall terminate, stop or suspend work, Contractor may order Equipment/Service Provider to stop or suspend performance of this Purchase Services Agreement and Contractor shall be liable only for work performed at that time.

SECTION 7: TERMINATION FOR CONVENIENCE BY CONTRACTOR: Contractor may, at any time or for any reason, terminate Equipment/Service Provider’s work, in whole or in part, at Contractor’s convenience. Upon receipt of notice of termination for convenience, Equipment/Service Provider shall, unless the notice directs otherwise, immediately discontinue the work and the placing of orders and subcontracts concerning the performance of this Service Agreement. If requested, Equipment/Service Provider shall also make every reasonable effort to procure cancellation of all existing orders and subcontracts, 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. Equipment/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.

SECTION 8: FAILURE TO PERFORM: Equipment/Service Provider shall perform the work in a proper, efficient and workmanlike manner and in a prompt, diligent and expeditious manner and so as to promote the general progress of the entire project and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor, any subcontractor or other vendor. In the event the Equipment/Service Provider fails to comply with the terms of this Purchase Service Agreement, the Contractor, upon 2 (two) working days written notice and without prejudice to any other right or remedy, may take any steps the Contractor deems advisable or necessary to secure prosecution of the work to be performed under this Purchase Service Agreement, including procurement of the work by another vendor.

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SECTION 9: CROSS-DEFAULT AND OFFSET: Equipment/Service Provider and Contractor acknowledge and agree that Contractor's continued confidence in the ability of Equipment/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 Equipment/Service Provider (and/or any affiliate of Equipment/Service Provider) enter into or have entered into any other agreements and Equipment/Service Provider (and/or any affiliate of Equipment/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 Equipment/Service Provider (and/or any affiliate of Equipment/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 above. In the event of any such default, Contractor (and/or any affiliate of Contractor) may offset from amounts owing to Equipment/Service Provider (and/or any affiliate of Equipment/Service Provider) under this Agreement and/or any other agreement between Contractor (and/or any affiliate of Contractor) and Equipment/Service Provider (and/or any affiliate of Equipment/Service Provider) any losses, damages, costs and expenses incurred by Contractor arising from such default.

SECTION 10: 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. The insurance company or companies must be lawfully authorized to do business in the State where the project is located and must have an AM Best rating of A-VIII or better:

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

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. In the event such cancellation and/or lapse is threatened by reason of Service Provider's nonpayment of premiums, Contractor 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 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-contractors, their agents, employees and the Owner and any lender providing funding for the project, their agents and employees, under

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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.

SECTION 11: INDEMNIFICATION: Equipment/Service Provider agrees to indemnify, defend and hold harmless Contractor and Owner and their respective agents and employees from any claims arising out of Equipment/Service Provider's proportionate negligence or willful misconduct. This indemnity shall extend to claims of personal injury, death or property damage due to such negligence or willful misconduct. This indemnity shall also extend to Equipment/Service Provider failure to comply with any governmental law or regulation. This indemnity shall not extend beyond Equipment/Service Provider's proportional liability as determined by any court, jury, arbitrator or governmental agency.

SECTION 12: TAXES AND LICENSES: Equipment/Service Provider agrees to indemnify and hold the Contractor harmless for the keeping of records, making of reports and payment of all sales, transaction privilege and employment taxes.

SECTION 13: ASSIGNMENT: Equipment/Service Provider shall not assign or sublet this Purchase Service Agreement or any part thereof with the prior written consent of the Contractor.

SECTION 14: COMPLIANCE WITH LAWS: Equipment/Service Provider agrees to comply, at its own expense, with all laws, ordinances, regulations, rules, orders, and citations applicable to this Purchase Service Agreement including but not limited to the following:

- All Affirmative Action requirements to Ensure Equal Employment Opportunity (Executive Order 11246, as amended.)
- All Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended).
- Complete EEO Compliance Reports (Non-Federal Aid): Monthly Highway Project Report (ADOT 10-9405) Total Work Force Form 257 (OFCCP), as required.
- All requirements under the Federal Immigration and Nationality Act (Executive Order 2005-30), Legal Arizona Workers Act (HB2779), and all other Federal and State Immigration laws and regulations related to the immigration status of employees (as amended).
- The Federal Health and Safety Regulations set forth in Public Law 91-54, "Construction Health and Safety Standards", dated 9 August 1969, and Public Law 91-596, "Occupational Safety and Health Act of 1970".

SECTION 15: OTHER: Equipment/Service Provider agrees to furnish a copy of company EEO policy & statements including name and phone number of designated EEO officer, as required. Furnish a complete list of subcontractors and suppliers to Hunter Contracting Co., prior to work.

SECTION 16: 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

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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.

SECTION 17: WAIVERS: Waivers of any breach hereof shall not constitute a waiver of any subsequent breach of the same of any other provision hereof.

SECTION 18: HEADINGS: The headings appearing in the Purchase Service Agreement are inserted as a matter of convenience only, and for reference purposes only, and are not intended to be a part of this Purchase Service Agreement, or in any way to define, limit or describe the scope and content on the particular section to which they refer.

SECTION 19: INTERPRETATION AND SAVINGS CLAUSE: This Purchase Service Agreement shall be interpreted in accordance with the laws of the State of Arizona. If any provision hereof, or the application thereof to either party or circumstance is invalid, the invalidity shall not affect any other provision or application of this Purchase Service Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Purchase Service Agreement are severable.

SECTION 20: DISPUTE RESOLUTION: If a dispute arises out of or relates to this agreement or related Addendum, the parties shall endeavor to settle the dispute first through direct discussion between corporation officers of the contractor and Equipment/Service Provider. If the dispute cannot be resolved through direct discussion, the parties agree to participate in binding arbitration. By mutual agreement, all claims, disputes, controversy or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitrator has the authority to award the prevailing party attorney fees, costs, and arbitration fees. Demand for arbitration shall be filed in writing with other party to this agreement and parties to be joined and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. Arbitration arising out of or relating to this Agreement shall include by consolidation, joinder, or otherwise any additional person or entity not a party to this agreement to the extent necessary to the final resolution of the matter in controversy between the parties. If this Agreement or any term or provision hereof becomes the subject of litigation, the prevailing party in such litigation shall be entitled to recover from the non-prevailing part court costs and reasonable attorney's fee.

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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

President

Title

Title

Date

Date

License Number and Type