



## MASTER SUBCONTRACTOR AGREEMENT

Subcontractor Information		
Legal Name:		
Trade Name (if any):		
Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other		
State of Organization:		
EIN/Social Security Number:		
Trade/Work Performed:		
Primary Contact:	Primary Phone:	Primary Email:
Primary Address:		
Billing Contact:	Billing Phone:	Billing E-Mail:
Billing Address:		
Emergency Contact:	Emergency Phone:	Emergency E-Mail:

Insurance			
Insurance Type	Carrier	Policy Number	Expiration Date
General Liability			
Workers Compensation			
Auto Liability			
Environmental/Pollution			

Licenses		
Issuing Entity and Jurisdiction	License Type	License Number



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Project References				
Completion Date	Description of Work	Contract Amount	Contact Person	Phone Number

**SUBCONTRACTOR MUST PROVIDE RAPID RESTORATION & CONSTRUCTION, INC. (“RRC”) WITH ONE SIGNED COPY OF THIS SUBCONTRACTOR AGREEMENT ALONG WITH COPIES OF ALL OF THE FOLLOWING DOCUMENTS. PRIOR TO COMMENCING ANY WORK, SUBCONTRACTOR MUST RECEIVE THE PRIOR WRITTEN APPROVAL OF RRC THAT THE DOCUMENTS HAVE BEEN APPROVED AND WORK MAY BEGIN.**

\_\_\_\_\_ Certificates of Insurance: Current proof of Worker’s Compensation Insurance, General Liability Insurance, Automobile Liability Insurance and, if required by RRC, Environmental/Pollution Liability Insurance (e.g. for HVAC, mold and asbestos remediation) and any other relevant policies, with at least the minimum coverage limits required in Section 20 of this Agreement.

\_\_\_\_\_ Additional Insured Endorsement: Certificate of Insurance must contain endorsement listing RAPID RESTORATION & CONSTRUCTION, INC., 6250 W. 55<sup>th</sup> Avenue, Arvada, Colorado 80002 as an additional insured for both the Work to be performed and the Work Site, and products and completed operations on all Subcontractors’ policies, except Worker’s Compensation.

\_\_\_\_\_ IRS Form W-9: Completed and signed.

\_\_\_\_\_ Pinnacol Declaration of Independent Subcontractor Status (if applicable): Completed, signed and notarized where appropriate.

\_\_\_\_\_ Copy of license(s): Copies of licenses listed above.

\_\_\_\_\_ Waiver of Subrogation: Completed and signed where appropriate



**THIS MASTER SUBCONTRACTOR AGREEMENT** (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between RRC and Subcontractor.

1. **DEFINITIONS.** As used in this Agreement, the following terms will have the meanings noted unless otherwise indicated:
  - a. **“Agents”** means Subcontractor’s employees, approved subcontractors, suppliers, materialmen, or other Person performing any of the Work on behalf of, or supplying Work related materials to, Subcontractor.
  - b. **“Change Order”** means any written change to the Work or materials designated in an SPO, which is signed by RRC.
  - c. **“RRC”** means Rapid Restoration & Construction, Inc., a Colorado corporation, with a principal place of business at 6250 W. 55<sup>th</sup> Avenue, Arvada, Colorado 80002, and its successors and assigns.
  - d. **“Government Agency”** means any government, municipality, or political subdivision thereof, or any governmental or quasi-governmental agency, authority, commission, department or similar entity.
  - e. **“Defect”** means a failure of the Work to conform to: the details, plans, specifications, standards or drawings included in the applicable SPO; requirements of applicable Laws; or any other requirement of this Agreement.
  - f. **“Laws”** mean all federal, state and local statutes, ordinances, and codes (including, without limitation, the building code(s) applicable to the Work Site and Work), rules and regulations issued by any Government Agency pursuant to any of the foregoing and all applicable decisions, judgments or orders of any Government Agency or court.
  - g. **“Person”** means, as appropriate, a natural person, corporation, partnership, limited liability company, trust, association, sole proprietorship or other legal entity.
  - h. **“Subcontractor”** means the Person identified above in Subcontractor Information.
  - i. **[“Subcontractor Policies & Procedures”** means the procedures provided to Subcontractor by RRC, as amended from time to time by RRC, which set forth RRC’s current subcontractor setup, change orders, billing, payment and other policies and procedures.]
  - j. **“SPO”** means a Subcontract Purchase Order that specifies the Work to be performed, the Work Site, the customer, contact information, name of bank if applicable, contract price and other information related to the Work. The SPO will include a copy of the general contract between RRC and the customer as well as all plans and specifications relating to the Work and must be signed by both RRC and Subcontractor to be effective.
  - k. **“Work”** means the services to be performed and materials to be furnished and/or installed by Subcontractor or its Agents in accordance with the terms of this Agreement and the applicable SPO.
  - l. **“Work Site”** means any house, building, project or other location where Subcontractor is performing the Work.
  - m. **[“Work Site Policies and Conduct Requirements”** means the policies and requirements provided to Subcontractor by RRC, as amended from time to time by RRC, which sets forth current rules, regulations and policies regarding Subcontractor’s conduct at the Work Site.]
2. **TERM.** This Agreement is effective as of the Effective Date and will continue in full force and effect unless and until terminated by either party as provided in Section 21 of this Agreement.
3. **PERFORMANCE OF WORK.**
  - a. Any and all Work requested by RRC will be specified in a separate written SPO. SUBCONTRACTOR WARRANTS THAT, PRIOR TO EXECUTION OF ANY SPO, IT WILL CONDUCT ITS OWN INDEPENDENT INVESTIGATION AND RESEARCH REGARDING ALL CONDITIONS AFFECTING THE WORK AND WORK SITE, MATERIALS TO BE FURNISHED, AND OTHER MATTERS RELATED TO THE PROJECT THAT IS THE SUBJECT OF THE SPO. SUBCONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL ENTER INTO EACH SPO ON THE BASIS OF SUCH INVESTIGATION AND INDEPENDENT OF ANY INFORMATION OR ESTIMATES PREPARED OR FURNISHED BY RRC. INFORMATION CONTAINED IN THE SPO, DRAWINGS, SPECIFICATIONS, OR THE WORK OF OTHERS IS NOT WARRANTED TO BE COMPLETE OR ACCURATE. NO CONVERSATION OR VERBAL AGREEMENTS WITH ANY REPRESENTATIVE OF RRC OR ANY OTHER PERSON OR INFORMATION FURNISHED THEREBY, EITHER BEFORE OR AFTER THE EXECUTION OF THIS AGREEMENT OR ANY SPO, SHALL AFFECT OR MODIFY ANY OF THE TERMS OR OBLIGATIONS CONTAINED THEREIN. IN THE EVENT OF A CONFLICT BETWEEN ANY TERM IN THIS AGREEMENT AND AN SPO, THE SPO SHALL CONTROL.
  - b. Subcontractor will perform the Work and furnish at its own expense all labor, equipment, utilities, materials, services and other items required to complete the Work in accordance with the terms of this Agreement and the applicable



SPO. SUBCONTRACTOR MUST PERFORM ALL WORK DIRECTLY AND MAY NOT HIRE OR USE OTHER SUBCONTRACTORS OR PERSONS WITHOUT RRC'S EXPRESS PRIOR WRITTEN APPROVAL. Subcontractor will perform all Work in a good and workmanlike manner according to the highest standards of Subcontractor's trade. Subcontractor agrees that, even if not specified in the applicable SPO, the Work includes, but is not limited to, any item of labor, equipment, utility, material, and service that is (A) reasonably implied or customarily furnished by a Subcontractor performing work of the type described in the applicable SPO, (B) required to comply with any applicable Laws, or (C) necessary to obtain any approval or pass any inspection required to be obtained by RRC relating to Subcontractor's trade.

- c. Subcontractor will supply a sufficient and competent workforce with the skills necessary to perform and complete the Work in accordance with this Agreement and the SPO. Subcontractor and its Agents will at all times comply with the [Work Site Policies and Conduct Requirements] while at the Work Site and while performing Work hereunder. If RRC determines and notifies Subcontractor that any Agent of Subcontractor is incompetent or otherwise detrimental to the satisfactory performance of the Work, or is not complying with the [Work Site Policies and Conduct Requirements,] Subcontractor will immediately remove such Person from the Work Site.
- d. Subcontractor will provide all materials required for the Work. Such materials will be new, the best of their respective kinds, and from the same manufacturer, unless otherwise specified in writing by RRC. Materials will be clean, free from Defects, delivered in appropriate containers, and contain all manufacturers' information. Subcontractor will be responsible for examining such materials and using or installing same in a manner that will ensure proper completion of the Work.
- e. RRC may issue Change Orders (i) to change any portion of the Work if RRC determines that such change is necessary or desirable, or (ii) to eliminate any portion of the Work if RRC deems such Work to be unnecessary for completion of the project. Subcontractor will perform all Work as described in any Change Order. **SUBCONTRACTOR WILL NOT MAKE CHANGES IN THE WORK, NOR PERFORM EXTRA WORK FOR THE CUSTOMER, WITHOUT THE PRIOR WRITTEN APPROVAL OF RRC.** Subcontractor understands and agrees that Subcontractor will receive no compensation in addition to that stated in the applicable SPO without first obtaining such prior written authorization from RRC.

**4. COMPLIANCE WITH LAWS; INSPECTIONS; OBTAINING PERMITS.**

- a. CONTRACTOR UNDERSTANDS, AND SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH, ALL LAWS APPLICABLE TO THE WORK. ALL WORK WILL BE PERFORMED SO THAT ALL APPROVALS AND ALL INSPECTIONS OF THE APPROPRIATE GOVERNMENTAL AGENCIES CAN BE OBTAINED WITHOUT DELAY OR ADDITIONAL EXPENSE TO RRC. UNLESS RRC SPECIFICALLY AGREES TO THE CONTRARY IN A SPO, SUBCONTRACTOR WILL SECURE AND PAY FOR ALL BUILDING AND OTHER PERMITS AND LICENSES NECESSARY FOR THE WORK.
- b. UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, SUBCONTRACTOR WILL TRANSFER ANY LICENSES AND PERMITS IF AND TO THE EXTENT ALLOWED BY APPLICABLE LAWS, TO RRC.
- c. CONTRACTOR UNDERSTANDS, AND SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH, THE PROVISIONS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL SOCIAL SECURITY, UNEMPLOYMENT COMPENSATION, WORKERS COMPENSATION, SALES AND USE TAX, WITHHOLDING TAX AND OTHER TAX LAWS NOW OR HEREAFTER IN EFFECT, AND SHALL PAY ALL AMOUNTS REQUIRED THEREUNDER. SUBCONTRACTOR WILL ALSO COMPLY WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986, AS AMENDED.

- 5. TIMING OF WORK.** TIME IS OF THE ESSENCE IN PERFORMANCE OF SUBCONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT. Subcontractor will begin the Work as specified in the applicable SPO. Subcontractor will coordinate its Work with RRC and other subcontractors of RRC so that there will be no delay or interference with other work being performed. Subcontractor will perform the Work diligently to completion and will at all times comply with and conform to the SPO. Upon RRC's request, Subcontractor will furnish to RRC full progress reports regarding the Work. If Subcontractor falls behind in performance of the Work or furnishing the necessary materials in accordance with the SPO, then Subcontractor will take whatever action is necessary, including without limitation, increasing its workforce, number of shifts, overtime operations, working on weekends, and obtaining additional equipment, at Subcontractor's sole expense, to timely complete the Work. If a delay is caused by the Subcontractor's failure to furnish labor or materials, and such delay (whether or not caused



in part by others) causes RRC to incur any loss or any other liability, including but not limited to liabilities incurred by RRC to complete the Work itself or to hire another subcontractor to complete the Work, then, in addition to all other remedies available to RRC hereunder, RRC may require Subcontractor to reimburse RRC for such portion of the loss or liability incurred by RRC caused by Subcontractor's delay.

6. **SHORTAGES.** Subcontractor will give RRC immediate notice of any shortage of any materials, labor, equipment or other items necessary for Subcontractor to timely complete the Work. The giving of such notice will not excuse Subcontractor from its duty to follow the Work schedule. Any substitute materials, equipment, or supplies must be approved by RRC and, as determined by RRC in its sole discretion, will be equal to or better than those originally required.
7. **SAFETY.** Subcontractor will take all reasonable safety precautions while performing the Work and while at the Work Site in accordance with the highest industry standards and any applicable Laws. Subcontractor is solely responsible the safety of its Agents while performing Work or while at the Work Site, as well as for maintaining the Work Site in a safe manner for the benefit of other Persons who may have access to the Work Site.
8. **WORK SITE CONDITIONS.** Before commencing any Work, Subcontractor will examine, and thereafter will continue to thoroughly examine, the Work Site and the SPO relating to such Work, including any plans, specifications or drawings provided therewith. Subcontractor represents and warrants that it will proceed with Work solely in reliance upon its own information and investigations, and not upon any statement or representation made by RRC concerning the Work or Work Site conditions. **SUBCONTRACTOR WILL IMMEDIATELY STOP WORK AND NOTIFY RRC IF (I) ANY DANGEROUS CONDITIONS AT THE WORK SITE ARE IDENTIFIED, INCLUDING THE PRESENCE OF ANY HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO ASBESTOS, LEAD PAINT, AND (II) ANY DEVIATIONS OR DISCREPANCIES BETWEEN THE SPO AND WORK SITE ARE DETECTED, INCLUDING AS A RESULT OF ANY WORK ALREADY COMPLETED BY ANOTHER SUBCONTRACTOR.** If the Subcontractor disregards any of the foregoing, or attempts to correct the situation without first notifying RRC, Subcontractor will not be entitled to any compensation for unauthorized Work done, and will be responsible for the cost to repair any improper work or the damage resulting from Subcontractor's unauthorized Work.
9. **CLEAN WORK SITE.** At the end of each Work day, or at such other frequency designated by RRC, Subcontractor will remove all waste material and trash related to such Work and leave the Work Site in broom clean condition. Subcontractor is solely responsible for the disposal of all such debris, including of any hazardous materials, in accordance with all applicable laws. Immediately after completing the Work, Subcontractor will remove all of its tools, equipment and excess material and will leave Work Site in clean, pre-loss condition.
10. **PROTECTION OF PROPERTY.** Subcontractor will secure and protect all materials, the Work performed by it and the Work Site (including securing the Work Site at the end of each work day). Subcontractor will also protect all property surrounding the Work Site from any damage that may result from the Work. During the performance of the Work, Subcontractor will protect the property and materials of other subcontractors and will not damage the work of the other subcontractors and suppliers. Subcontractor will at all times be responsible for any Defect in the Work, damages to material or damages to property caused by or resulting from its or its Agents failure to exercise due care in (i) securing and protecting the material, Work, Work Site or property of RRC or others at the Work Site, or (ii) protecting the property surrounding the Work Site.
11. **STORAGE.** RRC will not provide any facilities for the storage of Subcontractor's materials, tools or equipment. RRC may, in its sole discretion, allow Subcontractor to store its materials, tools or equipment at the Work Site; however, RRC takes no responsibility for Subcontractor's materials, tools or equipment while being stored. Subcontractor will store materials off the ground, protected from the weather, and maintain storage areas in a neat, safe, and sanitary condition. Under no circumstances will Subcontractor store hazardous materials at the Work Site.
12. **LOSSES.** Until all materials have been fully installed and Work has been completely performed in accordance with the SPO and accepted by RRC, RRC will not be responsible for loss or damage to the Work or loss or damage to Subcontractor's materials. Losses from theft, vandalism or events of force majeure are the responsibility of Subcontractor until the Work has been completely performed by Subcontractor and accepted by RRC. Subcontractor will hold RRC harmless from any loss or damage to the Work or to Subcontractor's materials. [Let's discuss this issue.]
13. **INSPECTIONS.** RRC will be entitled to inspect materials and workmanship at all times at the Work Site, at Subcontractor's place of business or at any other place where material to be furnished under this Agreement are found. Upon satisfactory completion of the Work, or a portion of the Work for which Subcontractor is requesting payment, RRC will be entitled to



inspect such Work and approve payment in accordance with the [Subcontractor Policies & Procedures]. Inspection by RRC is not a representation or acknowledgement by RRC that the Work has been performed correctly and does not relieve Subcontractor of any obligations under this Agreement. If the Work or the Work Site fails any inspection, in whole or in part, as a result of Subcontractor's Work, Subcontractor will be responsible for correcting the deficiencies and will be responsible for paying all fines and re-inspection fees.

**14. CONTRACTOR WARRANTY.**

- a. Subcontractor warrants and guarantees that all Work performed by Subcontractor or its Agents will be free from Defects for the applicable warranty periods set forth below. Unless applicable Laws or an SPO (including the general contract) provide for a longer warranty period (in which event the longer period will apply), commencing on the date the Work is accepted by RRC, Subcontractor warrants and guarantees, (i) all material and workmanship for one year, and (ii) all material, workmanship and performance of mechanical and structural systems for two years. [If the Work is on a project covered by an insurance program (a copy of which has been provided to Subcontractor), Subcontractor hereby agrees to warrant all materials it provides for one year and to warrant its workmanship for five years.] For purposes of this section "mechanical and structural systems" will include, by way of illustration and not limitation, electrical, communication, plumbing, fire protection, heating, cooling, ventilation, foundation, framing, thermal and moisture protection and truss systems, and items of equipment.
- b. If RRC is notified of a Defect within the warranty period set forth above, but RRC cannot reasonably notify Subcontractor until after the warranty period expires, Subcontractor will remain obligated to correct or repair the problem at no charge to RRC. Subcontractor's warranties and guarantees will survive termination of this Agreement for any reason.
- c. To the extent that Subcontractor is providing items such as appliances, fixtures or interior furnishings as a part of the Work, Subcontractor will place any manufacturer's warranty with or near the supplied item at the time of delivery and installation. To the extent Subcontractor is providing any other materials as a part of the Work, Subcontractor will deliver to RRC any applicable manufacturer's warranties on materials furnished by it. Subcontractor hereby assigns to RRC all warranties, of any kind, from its Agents, with respect to the Work.

**15. WARRANTY WORK.**

- a. Subcontractor will provide at its own expense all labor and materials required to cure any Defects in Work performed, or as is necessary to fulfill Subcontractor's warranties and guarantees in Sections 3, 8 and 14 ("Warranty Work"). Subcontractor will warrant and guarantee Warranty Work for the longer of the expiration of the warranty period in Section 14, [or 90 days from RRC's acceptance of such Warranty Work.] RRC reserves the right to ascertain whether a Defect exists and whether warranty repair or replacement is required in its sole discretion.
- b. RRC will give Subcontractor prompt written notice of any Warranty Work required whenever possible; however, notice may also be given verbally if necessary. Unless otherwise specified by RRC, Subcontractor will contact the customer within two business days, and begin Warranty Work within three business days, of being notified that such Work is required. Subcontractor will work diligently to complete such Warranty Work as promptly as possible, but in any event within ten days from the date that the Warranty Work began. If the Defect or Warranty Work results in damage to other materials, equipment, or work, as determined by RRC in its sole discretion, Subcontractor will be responsible for the cost and expense to repair or replace same.
- c. If the Warranty Work is not satisfactorily completed by Subcontractor as set forth in (b) above, or if the Warranty Work is an emergency, as determined by RRC in its sole discretion, RRC will have the right to perform the Warranty Work itself or use another Person to perform the Warranty Work at Subcontractor's sole expense. Subcontractor agrees to promptly reimburse RRC for any such expenses.

- 16. PRICE.** Subcontractor will furnish all Work required by this Agreement for the price specified in the SPO, Subcontractor will not be entitled to any increase in the prices set forth in the SPO, even if Subcontractor's cost to perform the Work (including labor and materials), may increase during the term of this Agreement. Subcontractor acknowledges and agrees that, unless specifically stated otherwise in the SPO, the prices set forth in any SPO include: the cost of compliance with all applicable Laws; the cost of complying with the requirements of all Government Agencies having jurisdiction over the Work; all applicable sales and use taxes; and all state and local license fees, permits, and other fees of any kind or nature whatsoever related to the Work covered by the SPO. If Subcontractor performs extra work or changes the Work without a Change Order signed by RRC, Subcontractor will not be entitled to any payment or other compensation therefore.



17. **PAYMENT.** Payment will be due under this Agreement when Subcontractor has complied with the [Subcontractor Policies & Procedures]. Subcontractor must invoice, and RRC will make payment, in accordance with the [Subcontractor Policies & Procedures]. RRC will not be obligated to make any payment to Subcontractor at any time when Subcontractor is not in compliance with the terms of this Agreement, the applicable SPO and the [Subcontractor Policies & Procedures]. RRC may, at its option, issue joint checks in payment for the Work. No payments will be due under this Agreement until Subcontractor has signed an acceptable statement of satisfaction authorizing payment for the Work being invoiced and delivered a full and complete release of all liens for materials and labor furnished in connection with the Work. RRC may also require an affidavit that, so far as Subcontractor is able to ascertain, no Person has a right to any such lien for materials or labor. If any lien remains outstanding after all payments are made, Subcontractor will refund to RRC all monies that it may be compelled to pay in discharging and releasing such lien.
- a. No payment made to Subcontractor for any of the Work will be deemed as an acceptance by RRC of any part of the Work, will be construed as a waiver by RRC of later found Defects, or will release Subcontractor from its liability for Defects or Warranty Work.
  - b. RRC may reduce any payment for any costs that RRC incurs or reasonably expects to incur as a result of Subcontractor's failure to comply with this Agreement or as a result of Subcontractor's failure to pay its Agents.
  - c. Subcontractor will promptly and timely pay all of its Agents, including its employees. In addition to and not in substitution of the SPO and [Subcontractor Policies & Procedures], and as a condition precedent to any obligation of RRC to make payments to Subcontractor under this Agreement, Subcontractor will, if requested by RRC, furnish written evidence satisfactory to RRC that (i) all claims or demands of Subcontractor and of its Agents have been paid, (ii) all wages, benefits, and sums withheld pursuant to applicable laws have been paid, and (iii) all other items and matters used by Subcontractor in its performance of this Agreement have been paid for. Such written evidence will be furnished on such forms and in such a manner as may be reasonably requested by RRC and all statements made by Subcontractor relative thereto will be made by affidavit or under penalty of perjury. RRC may, on Subcontractor's behalf, pay and satisfy any Agent furnishing labor or materials to Subcontractor in the performance of the Work, including any Person who may have a cause of action against any surety of RRC or lien rights against the Work Site or any part thereof. Such payment, in RRC's sole discretion, may be made directly to any Agent or jointly to Subcontractor and such Agent. Subcontractor will indemnify and hold RRC harmless from all claims by any of its Agents relating to any Work, including claims of non-payment.
18. **TRADE SECRETS.** As used in this Agreement, the term "Trade Secrets" will be broadly interpreted to include all information relating to RRC's operations, services, customers or potential customers, and any information which gives RRC a business advantage over its competitors. Subcontractor agrees that all Trade Secrets are and will remain the sole and exclusive property of RRC, whether or not Subcontractor participated in the development or acquisition of same. Subcontractor agrees that it and its Agents (i) will maintain the Trade Secrets in the strictest confidence and not disclose any Trade Secret to any Person, and (ii) will not use any Trade Secrets for any purpose other than for the performance of the Work, and specifically not for its own benefit or the benefit of any Person other than RRC, and (iii) will return all Trade Secrets, including all copies thereof, to RRC upon request or upon termination of this Agreement. Subcontractor will take all steps necessary to ensure that its Agents understand and comply with the requirements of this section.
19. **NONSOLICITATION.** SUBCONTRACTOR HEREBY AGREES THAT DURING THE TERM OF THIS AGREEMENT AND FOR TWO YEARS AFTER TERMINATION HEREOF FOR ANY REASON, SUBCONTRACTOR WILL NOT (I) RECRUIT, SOLICIT OR PERFORM ANY WORK FOR, OR RECEIVE ANY COMPENSATION FROM, ANY PERSON FOR WHOM SUBCONTRACTOR PERFORMED SERVICES OR PROVIDED PRODUCT DURING THE TERM OF THIS AGREEMENT, (II) INDUCE OR ATTEMPT TO INDUCE ANY CUSTOMER, SUPPLIER, OR OTHER BUSINESS RELATION OF RRC TO CEASE DOING BUSINESS WITH RRC, (III) INTERFERE IN ANY WAY WITH THE RELATIONSHIP BETWEEN ANY CUSTOMER OR BUSINESS RELATION AND RRC, OR (IV) SOLICIT OR ATTEMPT TO SOLICIT ANY OF RRC'S EMPLOYEES TO TERMINATE THEIR EMPLOYMENT WITH RRC OR ACCEPT EMPLOYMENT WITH ANOTHER PERSON.
20. **INSURANCE.**
- a. Subcontractor will, at its sole cost and expense, obtain and maintain insurance with the following types of coverage and limits of liability:
    - i. Workers Compensation- as required by statute;



- ii. Employers Liability
    1. \$500,000 - Each Accident
    2. \$500,000 Disease – Each Employee
    3. \$500,000 Disease – Policy Limit;
  - iii. Business Automobile Liability
    1. \$1,000,000 Combined Single Limit;
  - iv. General Liability
    1. \$1,000,000 Each Occurrence
    2. \$2,000,000 General Aggregate Per Project/Location
    3. Additionally this General Liability policy should include the following coverage:
      - a. Premises and Operations Liability coverage
      - b. Owners and Subcontractors Protective Liability coverage
      - c. Products and Completed Operations Liability coverage
      - d. Blanket Contractual Liability coverage including, to the maximum extent possible, coverage for indemnification of Subcontractor contained in this Agreement and the obligations under this Agreement;
  - v. Environmental/Pollution Liability coverage, if required by RRC (e.g. for HVAC, mold and asbestos remediation) in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate;
  - vi. Professional Liability coverage, if required by RRC (e.g. for Engineers and similar professions) in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate; and
  - vii. Such other insurance in such amounts, as may from time to time be reasonably required by RRC against the same or other insurable hazards.
- b. SUBCONTRACTOR WILL DELIVER TO RRC A WAIVER OF SUBROGATION OF ANY RIGHTS THAT ITS INSURERS MAY HAVE OR ACQUIRE AGAINST THE ADDITIONAL INSURED BY VIRTUE OF PAYMENT OF ANY SUCH LOSS COVERED BY SUCH INSURANCE. Subcontractor, for itself and on behalf of its insurers, to the extent legally possible without voiding the insurance required under this Agreement, hereby waives and releases RRC from liability for any loss, damage or loss of property relating to the Work or at the Work Site, which loss or damage is covered by said insurance.
- c. All insurance policies that Subcontractor is to maintain under this Agreement, with the exception of the Workers' Compensation and Employer's Liability policies, will name RRC as an additional insured. The additional insured will be provided the same coverage as provided Subcontractor, and such additional insured coverage will include completed operations coverage. All policies will provide that the additional insured coverage will be primary and that any other insurance coverage carried by or otherwise available to the additional insured will be excess and will not contribute with this additional insured coverage. All endorsements and exclusions effecting such additional insured coverage must be provided to, reviewed by, and found acceptable by RRC.
- d. PRIOR TO EXECUTING THIS AGREEMENT, SUBCONTRACTOR WILL GIVE RRC A CERTIFICATE OF INSURANCE ISSUED BY THE INSURANCE CARRIER PROVIDING COVERAGE, ACCOMPANIED BY THE ENDORSEMENTS SHOWING THE REQUIRED ADDITIONAL INSURED COVERAGE, A COPY OF EACH INSURANCE POLICY AND EVIDENCE OF PREMIUM PAYMENTS. These documents must be satisfactory to RRC. Throughout the term of this Agreement, Subcontractor will furnish RRC with the documentation described in the preceding sentence evidencing renewal of all insurance required to be maintained by Subcontractor under this Agreement not less than 30 days prior to the expiration of the insurance.
- e. Each insurance policy carried pursuant to this Agreement must be issued by an insurance company acceptable to RRC, licensed to do business in Colorado, with a rating classification of "B+" or better, and provide that such insurance will not be cancelable, be subject to nonrenewal, or otherwise be subject to material modification, except with 30 days' prior written notice to RRC. Subcontractor will maintain all such policies from the time that any Work is commenced, through the expiration of Subcontractor's warranty period, as same may be extended for any required Warranty Work.
- f. Subcontractor hereby agrees to immediately notify RRC of any notice of cancellation received from an insurance carrier relating to a policy required by this Agreement.





- g. If Subcontractor, with RRC's express written permission, subcontracts any portion of its duties, including the obtaining of materials or equipment from any source other than RRC, Subcontractor will require such Person to purchase and maintain insurance coverage of the same type, requirements and limits as provided in this section. Subcontractor will give RRC all documents evidencing same.

**21. TERMINATION.**

- a. [At its sole option, RRC may terminate this Agreement at any time for any reason. If RRC terminates this Agreement for a reason other than Subcontractor's breach of or failure to perform any obligation arising under this Agreement, RRC will pay Subcontractor the applicable price for the Work which is completed and accepted by RRC.] If this Agreement is terminated by RRC as a result of Subcontractor's breach or failure to perform any obligation arising under this Agreement, RRC will have the right, in addition to all other remedies available to it, including those set forth in Section 22 to offset any of its damages resulting from Subcontractor's breach against any payments due to Subcontractor.
- b. [Subcontractor may terminate this Agreement upon 30 days' prior written notice for any reason provided that all Work under any SPOs has been completed.] Subcontractor will have the right to suspend performance of the Work on the Work Site (i) upon written notice if any court or other Government Agency having jurisdiction over the Work Site orders the Work to be stopped for 90 days or more through no fault of Subcontractor or its Agents, or (ii) upon five days' prior written notice if RRC should fail to act upon any fully documented request for payment within [60 days] after it is presented in accordance with all of the requirements of this Agreement.

**22. BREACH.**

- a. Subcontractor will be in material default and breach of this Agreement if:
  - i. Subcontractor or its Agents fail to comply with any provision of this Agreement or are negligent in the performance of the Work;
  - ii. Any person files or threatens to file a claim of lien or any other claim against RRC as a result of Subcontractor's acts or omissions; or
  - iii. Subcontractor is unable to meet its financial obligations, files for protection under the bankruptcy laws of the United States of America, or has a receiver appointed on account of insolvency.
- b. In the event Subcontractor breaches this Agreement, RRC may terminate this Agreement without prejudice to any other rights or remedies available to it under applicable laws or in equity, or RRC may, without terminating this Agreement:
  - i. Require Subcontractor, at its own expense to replace and correct Defects, and cure such other defaults as may exist in the performance of Subcontractor's obligations within 24 hours of notification;
  - ii. Engage other Persons to correct and repair Defects or to complete the Work without further notice;
  - iii. Engage other Persons to perform such portion of the Work or furnish any materials or services as RRC, in its sole discretion, may deem necessary to avoid delay in the progress of the Work;
  - iv. Use any of Subcontractor's materials or equipment on the Work Site to complete the Work or correct Defects (Subcontractor agrees to not remove such materials and equipment from the Work Site unless so directed in writing by RRC); and
  - v. Pursue any other rights or remedies available to it under applicable Laws or in equity.
- c. Subcontractor agrees as follows:
  - i. To the fullest extent permitted by law, Subcontractor will indemnify, defend (at Subcontractor's sole cost and expense and with legal counsel reasonably approved by RRC), and hold harmless RRC, their officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, delays, obligations, damages, actions, causes of action, suits, losses and any liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert, or consultants' fees and costs) ("Claims"), which arise out of or are in any way connected with the Work performed, materials furnished, or services provided under this Agreement by Subcontractor or its Agents.
  - ii. The indemnification obligations of Subcontractor under this Agreement will NOT be limited by the amounts or types of insurance (or the deductible or self-insured retention amounts of such insurance), which Subcontractor is required to carry under this Agreement.



- iii. Subcontractor's liability for indemnification and defense hereunder is in addition to any liability Subcontractor may have to the Indemnified Parties for a breach by Subcontractor of any of the provisions of this Agreement. The provisions of this section will not apply to any claims that arise out of the sole gross negligence or willful misconduct of the Indemnified Parties.

**23. MISCELLANEOUS.**

- a. In no event will RRC be obligated to authorize Subcontractor to perform any Work. RRC may engage others to accomplish work of the same trade, including at the same Work Site that RRC is performing Work.
- b. Subcontractor, in the performance of its Work, is an independent Subcontractor and is solely responsible for the employment, acts, omissions and control of its Agents.
- c. Nothing contained in this Agreement will authorize Subcontractor to create any obligation of, or otherwise bind, RRC in any manner.
- d. Unless otherwise specified herein, any notice given in accordance with this Agreement may be given either by personal delivery, email or by certified mail, return receipt requested, sent to RRC at its principal place of business. Notice will be deemed given upon the earlier of actual receipt or five days after deposit of such notice in the U.S. Mail, postage prepaid, addressed as noted above.
- e. All SPOs (including the estimates, purchase orders and any details, plans, specifications, standards or drawings relating to the Work provided by RRC to Subcontractor), and the [Subcontractor Policies & Procedures] are incorporated herein by reference. This Agreement, including all SPOs and, the [Subcontractor Policies & Procedures], constitute the entire agreement between RRC and Subcontractor relating to the subject matter hereof and supersede all prior agreements and understandings, oral or written.
- f. Except as expressly provided herein, this Agreement may only be modified by written amendment executed by RRC and Subcontractor, provided however that RRC may modify the [Subcontractor Policies & Procedures] in its sole discretion.
- g. The laws of the State Colorado, without regard to conflict of laws principles, will govern this Agreement. Subcontractor hereby waives and relinquishes its right to commence or maintain an action at law or in equity arising out of this Agreement in any place other than the City and County of Denver, State of Colorado.
- h. The parties agree that, upon the existence of any such violation or threatened violation of Section 18 or 19, either party may obtain a temporary restraining order, preliminary injunction or other appropriate form of equitable relief from any court of competent jurisdiction.
- i. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the same will not affect any other portion of this Agreement and the remainder will be effective as though such provision had not been contained herein.
- j. Subcontractor may not assign or transfer this Agreement, or any part hereof, or make an assignment or transfer of any monies payable to Subcontractor pursuant to this Agreement, without the prior written authorization of RRC.
- k. Either party's failure to insist upon strict compliance with any provision hereof or failure to enforce any rights or remedy in any instance will not constitute or be deemed to be a waiver of such provision, right or remedy in the absence of a signed writing by such party agreeing to such waiver.
- l. Employees and Agents of RRC are prohibited from utilizing the services of, or obtaining goods from, suppliers or subcontractors for personal work, repairs, or construction.
- m. As a condition precedent to Subcontractor or its Agent recording or filing any lien under or relating to this Agreement, Subcontractor and its Agents will first submit notice of intent to file a lien with RRC via certified U.S. Mail, first class, postage prepaid, and return receipt, along with all supporting documentation purporting to substantiate such lien enclosed therewith, and will thereafter meet with RRC in person to review such documentation and surrounding circumstances. Subcontractor further agrees that Subcontractor and its Agents will not record or file any lien in any real property records until not less than ten business days after RRC has received such supporting documentation, as evidenced by the date shown on the return receipt.
- n. **TO THE EXTENT PERMITTED BY LAW, RRC AND SUBCONTRACTOR DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY, BETWEEN OR AGAINST THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS.**



- o. If any party institutes any action, whether legal or equitable, to enforce or construe any term or provision of this Agreement, the prevailing party in such action will be entitled to collect from the adverse party thereto its reasonable costs and attorneys' fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

RAPID RESTORATION & CONSTRUCTION, INC., a  
Colorado corporation.

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

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