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EXHIBIT - A Tier Sub-subcontract Terms and Conditions

1. **Definitions:**
 - a. "Business Day" shall mean Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m.
 - b. "Client" shall mean any party for whom the Work is performed under the terms of this Agreement, the Contract Documents and/or any order/subcontract issued in connection therewith.
 - c. "Contract Documents" shall mean all documents prepared in connection with this Agreement and/or the Project including but not limited to any prime contracts, contracts, subcontracts, work orders, tiered subcontracts, purchase order, Project and/or Work documents, including but not limited to all applicable plans, general conditions, specifications, work authorizations or work orders and addenda and all other documents relating to this Agreement including any and all documents relating to any of the obligations of the Subcontractor, the Sub-Subcontractor and/or any Tiered Subcontractor as it pertains to this Agreement and/or the Project. Oral representations and or written proposals from any Sub-Subcontractor that are not referenced in this Agreement are specifically excluded from the meaning of Contract Documents and not a part of this Agreement
 - d. "Contractor" shall mean any party performing or providing services, labor, materials, supplies and/or equipment under any contract with the Owner, and/or the Subcontractor.
 - e. "Federal Contractor" shall have the meaning set forth in paragraph 31 of this Agreement.
 - f. "Owner" shall mean any person, partnership and/ or entity that has the legal right, title and or interest in any project entered into under the terms of this Agreement, the Contract Documents and or and order/subcontract executed in connection therewith.
 - g. "Project" shall mean the total construction of the Work performed under the Contract Documents.
 - h. "Subcontractor" shall mean Hill Mechanical Corp. an Illinois Corp., Hill Fire Protection, Hill Mechanical Services, Precision Mechanical Services, and Aero Building
 - i. "Sub-Subcontractor" shall mean the person or entity whose name appears on the front of this Agreement, and the party to whom this Sub-subcontract is addressed. "Supplier" shall mean any Sub-Subcontractor that provides materials, supplies or articles brought to the Project by the Sub-Subcontractor for incorporation into the Project including but not limited to preassembled items materials, or supplies
 - j. "Taxes" shall mean taxes or premiums which may be payable under Federal or State Unemployment Insurance law or the Federal Social Security Act and all Sales, Use or other taxes arising out of the performance of Agreement, the Contract Documents or and order/subcontract issued in connection therewith and any other applicable State, Federal and/or local taxes, assessments, fees and or impositions.
 - k. "Tiered Subcontractor" shall mean subcontractor or supplier of any tier who supplies goods and/or services to the Sub-Subcontractor in connection with Sub-Subcontractor's obligations under this Agreement , the Contract Documents or any order/subcontract issued in connection therewith.
 - l. "Work" shall mean any and all obligations of the Sub-Subcontract under the terms of this Agreement, the Contract Documents, and/or any order/subcontract issued in connection therewith
2. **Definitive Agreement.** This Agreement shall, when issued by the Subcontractor and accepted by the Sub-Subcontractor either in writing or by performance in accordance with the terms hereof or any order/subcontract issued by the Subcontractor in connection herewith, become the exclusive contract between parties, and all prior agreements, whether written or oral, not incorporated herein, are superseded by this Agreement. In accordance with the foregoing Sub-Subcontractor confirms and agrees that performance hereunder constitutes formal acceptance of this Agreement and the Sub-Subcontractor's agreement to be bound by the terms hereof.

3. **Governing Terms:** All Work performed or all materials furnished by Sub-Subcontractor shall be in strict accordance with all applicable plans, general conditions, specifications, and addenda as incorporated herein and Sub-Subcontractor is bound by all provisions of these documents, and all other documents to which the Subcontractor as named herein is bound, and to the same extent ("Contract Documents"). Sub-Subcontractor shall perform all inherent, necessary or customary work, items, materials, or services not specifically described in this Agreement, the Contract Documents and/or any order/subcontract issued in connection therewith or as is reasonably required for proper performance in accordance with the terms of this Agreement, the Contract Documents and/or any order/subcontract issued in connection therewith and the Sub-Subcontractor acknowledges and agrees that such work, items, materials, or services are within the scope of that work, at no additional cost to Subcontractor, and in accordance with all applicable codes, ordinances, laws, existing project standards and/or best practices.
4. **Indemnification;** Sub-Subcontractor agrees to indemnify and save harmless the Subcontractor, Client and/or Owner or other parties, from any loss, claims, expense, damage, or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following: a) The furnishing and paying for all necessary permits, licenses, and inspection fees as called for in the plans, specifications, and addenda which the Sub-Subcontractor confirms and agrees is the sole responsibility of the Sub-Subcontractor, b) The payment of all royalty and license fees in connection with subparagraph a) above and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by Sub-Subcontractor. c) The payment of any losses or damages arising out of or in connection with any defects in materials or workmanship.

Indemnification for Claims, Damages or Injuries; To the fullest extent permitted by law, the Sub-Subcontractor hereby assumes entire responsibility and liability for any and all damages and injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property, growing out of, or resulting from the labor or material or both used in and/or provided or supplied in performance of this subcontract or occurring in connection therewith, and agrees to indemnify and save harmless the Subcontractor and its officers, directors, employees, agents, divisions, affiliates, subsidiaries, successors and/or the Owner and/or any other indemnitee, as required of the Subcontractor, and against any and all loss claims, costs, demands, causes of action, liabilities, expense, including legal fees and disbursements, damage or injury growing out of, or resulting therefrom, or occurring in connection therewith. In claims against Subcontractor, Client and/or Owner or other parties by an employee of Sub-Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, Sub-Subcontractor's obligation will not be limited in any way by a limitation on amount or type of damages, compensation or benefits payable by or for the Sub-Subcontractor under workers' compensation, disability benefits or other similar benefit acts including what is known as the Kotecki limitation,

5. **Insurance;** Before commencing any work or delivering any materials, the Sub-Subcontractor shall furnish a Certificate of Insurance to the Subcontractor in such amounts and in compliance with the insurance coverages required in this paragraph or by any of the terms herein or by the Subcontractor in its sole discretion, which, certificate of insurance shall be received by Subcontractor prior to and as a condition to Sub-Subcontractor performing any work or furnish any material herein. The certificate of insurance shall state that the insurance coverages shall not be cancelled or materially changed without 30 days prior written notice to the Subcontractor. In the event any plans, specifications, addenda or any other Contract Documents to which Subcontractor is a party pertaining to the work to be performed or material to be furnished by the Sub-Subcontractor require higher or different limits or insurance coverages, then this Agreement shall be deemed to require the Sub-Subcontractor to obtain insurance with such higher or different coverages and, if requested by Subcontractor, Sub-Subcontractor shall add Subcontractor or any designee of Subcontractor, as additional insured on Sub-Subcontractor's policies, not previously so added, during the term of the work being furnished herein excluding coverage involving workmen's compensation, or for such longer time as Subcontractor shall specify. The additional insured endorsement shall state that the coverage provided to the additional insured is primary and non-contributory with respect to any other insurance available to the additional insured. Subcontractor's receipt of Sub-subcontractors certificate of insurance shall not constitute approval of the coverages required under this Agreement.

6. **Delays;** In the event the Sub-Subcontractor delays the progress of the Work or the furnishing of material, or fails in the performance of any of the provisions of this Agreement, the Contract Documents and/or any order/subcontract issued in connection therewith or files a petition under any section or chapter of the United Bankruptcy code or any

similar federal or state law or regulation, or admits its or his/her inability to pay debts as they mature, makes an assignment for the benefit of Sub-Subcontractor's creditors, or makes an application for the appointment of a receiver, trustee or custodian for any of Sub-Subcontractor's assets, becomes bankrupt or insolvent, or the Sub-Subcontractor through its actions or inaction causes the Subcontractor in its reasonable discretion to determine that such actions or inaction will cause harm to the Project, the Subcontractor or delay in the timely completion of the Project, then in all such events the Subcontractor shall have the right to cancel this Subcontract upon seven days written notice mailed or delivered to Sub-Subcontractor at its last known address. In case of such termination, the Sub-Subcontractor shall not be entitled to receive any further payments under this Subcontract until the performance of the Sub-Subcontractor's Work has been completed, at which time, if the unpaid balance due Sub-Subcontractor exceeds the cost of completion, said amount shall be paid to Sub-Subcontractor; but if such cost of completion shall exceed such unpaid balance, then the Sub-Subcontractor shall pay the difference to the Subcontractor. The cost of completion incurred by the Subcontractor shall include all damage and costs incurred through or in connection or as a result of the default of the Sub-Subcontractor including, but not limited to reasonable attorneys fees, and related legal costs if any, incurred by the Subcontractor.

7. Clean-Up; The Sub-Subcontractor shall clean up and remove from the premises all debris caused by the execution of Sub-Subcontractor's Work, or furnishing of material. Upon failure to remove its debris and/or materials, Subcontractor may remove it and charge back the cost thereof to Sub-Subcontractor.

8. Taxes; Sub-Subcontractor shall pay all Taxes and Sub-Subcontractor agrees to indemnify, defend and hold Subcontractor harmless, including reasonable attorney fees and Subcontractor's other out of pocket costs, from any cost to Subcontractor arising out of or in connection with the aforesaid Taxes or any other taxes that are Sub-Subcontractor's responsibility.

9. Guarantee and Warranty; The Sub-Subcontractor represents, warrants and unconditionally guarantees:

a. that the labor and material it shall furnish to Subcontractor and that all of the Sub-Subcontractor's Work required per this Agreement shall be free of any defects in materials or workmanship for a period of one year from acceptance of said Work by Subcontractor or such longer period as may be required by any contractual obligation of Subcontractor pertaining to the items being furnished under this Agreement, the Contract Documents and any order/subcontract furnished in accordance therewith whatever period of time is greater, and Sub-Subcontractor agrees to replace any defective material and correct any defect in the work when requested to do so and no additional cost to any party hereunder;

b. that if the Sub-subcontractor is a Disadvantaged Business Enterprise ("DBE"), Women Business Enterprise ("WBE") and/or a Minority Business Enterprise ("MBE") certified by any national, State, Federal and/or Local agency, department or government, it will perform a commercially useful function and be responsible for the execution of the work outlined in any Subcontract or Sub-subcontract entered into by and between the Subcontractor and the Sub-subcontractor or any entity with respect to any project in which the Sub-subcontractor is represented, listed or affirmed to be a DBE, WBE and/or MBE, and in connection therewith certifies that:

i. it will be responsible for the performance, and supervision of the work to be performed under the terms of the Sub subcontract or any agreement entered into in connection therewith; and

ii. it will be responsible for the ordering, and negotiating of the price, quality, and quantity of materials and supplies as well as the installation of same; and

iii. shall at the request of the Subcontractor provide purchase orders, memoranda, contracts and other related information evidencing the responsibilities and risks of the Sub-subcontractor as a business owner taking on financial risks associated and commensurate with the Sub-subcontract and the responsibilities and contractual commitments set forth therein;

c. Sub-subcontractor shall indemnify and hold harmless the Subcontractor for any failure of such Sub-subcontractor to adhere to the requirements set forth in this paragraph 10 including any misrepresentation with respect to its ability

to perform a commercially useful function or failure to adhere to any and all Federal, State and local laws, regulations, and ordinances regarding DBE, WBE and or MBE participation, including all costs, expenses and legal fees incurred by the Sub-subcontractor in connection therewith.

10. Assignment and Data Rights; Sub-Subcontractor agrees that it will not assign Sub-Subcontractor's Work or any aspect of this Agreement, or any of the monies due , or to become due hereunder, nor sublet or subcontract any portion of the Work without first obtaining written consent of the Subcontractor which consent the Subcontractor may withhold in its sole discretion. Should Subcontractor consent to Sub-Subcontractor's request to issue a Tiered-Subcontract or assignment of a portion of the scope of work ("Assigned Work"), Sub-Subcontractor agrees to bind all Tiered-Subcontractors to the scope, terms, conditions and obligations of any subcontract issued in connection with the Assigned Work and all referenced documents herein. All Work and/or Assigned Work performed or all material furnished by Sub-Subcontractor and/or Tiered-Subcontractors shall be in strict accordance with this Agreement, the Contract Documents and any order/subcontract issued in connection therewith and the Sub-Subcontractor shall take all appropriate actions including execution of any and all agreements, plans, general conditions and specifications set forth in this Agreement, the Contract Documents and any order/subcontract issued in connection therewith to ensure that the Tiered-Subcontractor(s) are bound by all provisions of these documents, and all other documents to which the Subcontractor as named herein is bound, and to the same extent. This Agreement's references to Sub-Subcontractor shall also refer to and include any Tiered-Subcontractor, such that any and all requirements and obligations of Sub-Subcontractor are the same for Tiered-Subcontractors. Sub-Subcontractor, confirms, acknowledges and agrees that the Subcontractor owns any and all data, including all rights in such data associated with or generated by any equipment, systems or products purchased in connection with or associated with this Agreement.

11. Termination; In the event of the termination of any order/subcontract issued to the Subcontractor , irrespective of the reason, under the terms of this Agreement, this Agreement may also be terminated, upon written notice from the Subcontractor to the Sub-Subcontractor, and the Subcontractor shall only be liable for labor and materials furnished to Subcontractor from Sub-Subcontractor up to the date of the written notice of termination but only to the extent the Sub-Subcontractor is liable therefore and only to the extent that Sub-Subcontractor has paid for said items. In the event of termination for any reason the Sub-subcontractor shall take all reasonable actions to protect Sub-subcontractor work in place.

12. Termination for Convenience; Subcontractor, by written notice to Sub-Subcontractor, shall have the right to terminate and cancel any order/subcontract issued in connection herewith to the Sub-Subcontract, at Subcontractor's convenience, regardless of whether the Sub-Subcontractor is at fault or in default or failed to perform under the terms of this Agreement, the Contract Documents or any order/subcontract issued in connection therewith and require Sub-Subcontractor to immediately stop work. In such case Sub-Subcontractor may recover from Subcontractor payment for the work Sub-Subcontractor has performed through time of receipt of written notice of termination. Receipt of Notice shall be determined in accordance with this Agreement. Sub-Subcontractor may recover from Subcontractor payment for work performed, and for materials and equipment purchased for onsite installation. Sub-Subcontractor shall not be entitled to recover for any work not performed, and for equipment and materials not purchased or for purchases which able to be returned to suppliers for credit or reimbursement. Further, Sub-subcontractor shall not be entitled to or make claim for any loss of profit, business opportunity or any compensatory, actual or consequential damages and costs due to a Termination for Convenience. Sub-Subcontractor, upon receipt of written notice of termination shall reasonably protect and preserve all material, equipment and work so as to prevent any damages to it and from fire or safety hazards. Sub-Subcontractor shall provide to Subcontractor all documents of title, warranties, and manufacturer's instructions to all equipment and materials provided or installed and for the work that it has performed. Sub-subcontractor shall include this provision in any tier subcontracts, work orders or purchase orders entered into or issued for the performance of any of Sub-Subcontractor's Work hereunder.

13. Termination for Default/Failure to Perform; The Subcontractor shall notify the Sub-subcontractor of any default or failure to perform in writing. In the event the Sub-Subcontractor fails to cure any default or fails to correct any and all deficiencies in the performance of said Work within (5) business days of receipt of written notice of its failure to perform any portion of its Work or its obligations under this Agreement, the Contract Documents and/or and order/

subcontract issued in connection therewith, Subcontractor at its option, without voiding or terminating this Agreement or any order/subcontract issued in connection herewith contract shall have the right to take all actions which it deems necessary to cure or remedy the conditions for which it has provided notice, The Sub-Subcontractor shall be liable to and reimburse and indemnify the Subcontractor for all associated costs and expenses arising out of the Sub-subcontractor's failure to perform and/or a default in performing its Work, through a deductive change order. In addition, the Subcontractor shall have the absolute right in its sole discretion to terminate this Agreement and/or any order/subcontract issued to the Sub-Subcontractor hereunder. Sub-Subcontractor shall not be entitled to any further or future payments until the Work has been fully completed and accepted by the Client and/or Owner. At such time Sub-Subcontractor shall receive from Subcontractor payment for Work performed and accepted, however, if Subcontractor's costs are more than or exceed the amounts due or owed to Sub-Subcontractor, Sub-Subcontractor shall immediately reimburse and pay to Subcontractor all costs and expenses of Subcontractor incurred to complete the Work, including but not limited to labor, materials, supplies and equipment and consultants' and/or attorneys' fees. Sub-Subcontractor shall not be entitled to recover for work not performed, equipment and materials not purchased or delivered or loss of profit, business opportunity or any compensatory, actual or consequential damages and costs. Sub-Subcontractor shall provide to Subcontractor all documents of title, warranties, and manufacturer's instructions related to its Work and any order/subcontract issued to Sub-Subcontractor under this Agreement and/or the Contract Documents. Sub-Subcontractor shall include this provision in any lower tier subcontracts, work orders or purchase orders that they may enter into or issue for the performance of its Work.

14. Tiered Sub-Subcontractor Approval; It is understood and agreed that the Client and/or Owner or other parties of the project for which any items are furnished herein or hereunder have the right to approve or disapprove the employment of the Sub-Subcontractor, and in the event that the Client, Owner or other parties do not approve the Sub-Subcontractor, and orders/subcontracts issued to the Sub-Subcontractor pursuant to this Agreement shall become null and void. Additionally, the Subcontractor, Client, Owner or other parties have the right to approve or disapprove the employment of any or all Tiered-Subcontractors. In the event that those parties do not approve a Tiered-Subcontractor, Sub-Subcontractor must provide alternative Tiered-Subcontractors.

15. Changes to Work; No additions, deductions or changes shall be made in the Work, nor shall there be any charges for premium time except by written order from the Subcontractor, approved where required by, the Client, architect, lender, Owners representative or the Owner which order shall specify the amount of additional compensation or credit to be applied to the amount of this Agreement.

16. MSDS/SDS; Sub-Subcontractor shall provide the Safety Data Sheets (MSDS/SDS) to Subcontractor for all materials the Sub-Subcontractor will use or install to comply with OSHA's Hazard Communication requirements before any Work or deliveries of material to the site begins.

17. Safety Compliance; Sub-Subcontractor will comply with all existing safety and health laws, regulations, ordinances as well as all safety and health requirements of local, state and federal regulatory agencies, where applicable. This may include, but not be limited to, Hazard Communication training, and employee safety training.

18. Hazardous Material; Sub-Subcontractor on behalf of itself and/ or any of Sub-Subcontractor's employees' shall cease Work and notify Subcontractor immediately if they encounter what may be suspected as asbestos or a substance containing asbestos, or any other hazardous material, . Subcontractor will not under any circumstances commence working until the Subcontractor notifies the Sub-Subcontractor when to proceed with Work again.

19. Payments; Current payments shall be made by Subcontractor to Sub-Subcontractor within 7 business days after Subcontractor receives payment from Client, Owner or its Contractor, provided the Client, Owner or its Contractor allotted funds for the Sub-Subcontractor in the Subcontractor's payment. Payment shall be made to Sub-Subcontractor in an amount not less than ninety percent (90%), or the applicable percentage of the payment received by Subcontractor, whichever is less, of the value of the work completed by Sub-Subcontractor less the aggregate of previous payments made to Sub-Subcontractor. Subcontractor, before or at the time of making any payment under the terms hereof, shall have the right to demand and receive from Sub-Subcontractor proper releases and/or waivers of lien both partial and final and if a partial it shall be a DATED waiver; it shall be dated no earlier than the current date of submittal together with an affidavit setting forth the names and addresses of ALL persons or entities furnishing labor, material, equipment, supplies or services or other items used or incorporated in and about said premises or stored on the premises thereof or used in the prosecution of the work, and the contract amounts furnished by each

such person or entity and the amount that has been paid to each such person or entity therefore. Final payment shall be made to Sub-Subcontractor within 45 days after final completion and acceptance of Subcontractor's work and final payment to the Sub-Subcontractor is conditioned on and shall be made solely from funds received by Subcontractor from the Client, Owner or its Contractor and payment shall be made upon Sub-Subcontractor furnishing Subcontractor with final waivers and/or releases of lien in full together with an affidavit setting forth the names and addresses of all persons furnishing labor, material, equipment, supplies or services or other items used or incorporated in and about said work or stored on the site thereof or used in the prosecution of the work and the contract amounts furnished by each such person and that all such amounts due such persons have been fully paid. Sub-Subcontractor shall further furnish partial and final waivers of lien executed by each person listed on any affidavit furnished for the amount shown thereon or may be requested by Subcontractor and where required by Subcontractor's contract, such other documents, written guarantees as the Client, Owner or Subcontractor's Contractor may require.

20. Payment Conditions; Notwithstanding anything to the contrary herein Subcontractor may reject or return a Sub-Subcontractor payment application or nullify a previously approved Sub-Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Subcontractor from loss or damage based upon: (a) the Sub-Subcontractor's repeated failure to perform the Sub-Subcontract Work as required by the Agreement; (b) loss or damage arising out of or relating to the Agreement and caused by the Sub-Subcontractor to the Client, Owner, Subcontractor's Contractor or others to whom the Sub-Subcontractor may be liable; (c) the Sub-Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Sub-Subcontractor's Work; (d) rejected, nonconforming or defective Sub-Subcontractor's Work which has not been corrected in a timely fashion; (e) reasonable evidence of delay in performance of the Sub-Subcontractor's Work such that the work will not be completed as required by the project schedule or as determined by Subcontractor, and that the unpaid balance of the Agreement is not sufficient to offset the liquidated damages or actual damages that may be sustained by the Subcontractor as a result of the anticipated delay caused by the Sub-Subcontractor; (f) reasonable evidence demonstrating that the unpaid balance of the Sub-Subcontract is insufficient to cover the cost to complete the Sub-Subcontractor's Work; (g) third party claims involving the Sub-Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Sub-Subcontractor furnishes the Subcontractor with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims and all reasonable legal expenses or other charges Subcontractor may sustain if, such claims or any of them are asserted. The Subcontractor shall give notice to the Sub-Subcontractor, at the time of disapproving or nullifying an application for payment, of the specific reasons therefore. When the above reasons for disapproving or nullifying an application for payment are removed/corrected, payment will be made for amounts previously withheld.

21. Payments, Rights and Remedies; Should Subcontractor make payments to Sub-Subcontractor at variance with the terms and provisions of this Agreement, Subcontractor's rights and remedies under this Agreement, and under any bond given to Subcontractor in pursuance of the requirements of this Agreement, shall in no way be prejudiced or impaired.

22. Incorporation of Documents into this Agreement; Sub-Subcontractor/Supplier hereby specifically agrees, without exception or qualification, to be bound by the terms and conditions set forth in this Agreement, the Contract Documents and any order/subcontract issued in connection therewith and which Contract Documents are hereby incorporated in this Agreement and Sub-Subcontractor agrees to assume to the fullest extent possible and permitted by law, with respect to the Subcontractor regarding Sub-Subcontractor's Work, each, every and all obligations, risks, responsibilities and warranties that Subcontractor has agreed to by or pursuant to any and all Contract Documents and this Agreement as well as all such obligations, risks, responsibilities and warranties the Subcontractor has assumed under this Agreement and/or upstream contract and/or Work documents.

23. State of Legal Interpretation; This Agreement shall be governed in all respects by the laws of the State of Illinois. Any provisions hereof found to be invalid under Illinois law shall be invalid only with respect to the offending provisions.

24. Labor; The Sub-Subcontractor agrees: (a) that in the preparation of the materials and the performance of its Work it will employ only such tradesmen as will work in harmony with the other tradesmen employed by Subcontractor or other tradesmen and will, at the request of Subcontractor, forthwith discharge and remove from the premises/Project any person designated by Subcontractor. The right of Subcontractor in its sole discretion to request such discharge of

Sub-Subcontractor's employees shall not be construed to constitute Subcontractor as an employer of any person employed by Sub-Subcontractor, (b) to employ only appropriate union labor unless specific permission to the contrary is given by Subcontractor or unless this provision is contrary to the laws applicable to the location where the work is being performed. Sub-Subcontractor will pay said labor in accordance with the scheduled wages as fixed from time to time by the respective unions governing the class of labor employed. Sub-Subcontractor agrees that any change to said schedule of wages during this life of this Agreement shall inure to the benefit of or be borne by the Sub-Subcontractor, (c) from time to time, Sub-Subcontractor may be requested to provide proof that the Sub-Subcontractor is current with all benefit contributions to the union or unions the Sub-Subcontractor is affiliated with, (d) to adhere strictly to all State and Federal laws, ordinances and regulations in connection with the employment of labor at the Project as required by this Agreement and/or the Contract Documents including any and all subsequent amendments and modifications thereof which are a part of or made a part of the this Agreement, including but not limited to, Subcontractor's contract with the Client, Contractor, Owner or other entity. Sub-Subcontractor agrees to indemnify and hold Subcontractor harmless, including attorney fees and costs, from any penalty or damages imposed or assessed against Subcontractor due to any infraction or violations of these requirements by Sub-Subcontractor.

25. Bonding; Without invalidating this Agreement, Subcontractor, its Client, Contractor and/or Owner may at any time, by written order, and without notice to Sub-Subcontractor or any insurer and or sureties obligated under the Sub-Subcontractor's bond, make changes in the drawings and/or specifications of the Contract Documents and Subcontractor may, by reason of such changes or otherwise add to or reduce the work to be performed hereunder without invalidating this Agreement or Sub-Subcontractor's bond. Subcontractor shall furnish Sub-Subcontractor written notice of any such addition or reduction in the Work to be performed hereunder. If any such changes cause an increase or decrease in the Sub-Subcontractor's cost of labor or materials, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly, provided, however, that no such, adjustment shall be binding on Subcontractor unless accepted by Client, Owner or any appropriate Contractor and only to the extent of adjustment given to Subcontractor by said Client, Owner or Contractor. Any claim by the Sub-Subcontractor for such adjustment must be asserted in writing within 3 days from its receipt of notification of such change or such lesser or greater time as permitted or required under Subcontractor's order/subcontract, unless the period of time for such notification is extended in writing by the Subcontractor. Except as otherwise provided herein, no charge for any extra work or material shall be allowed. No charges by Sub-Subcontractor for extras arising from omission, discrepancy, or inadequacy in the plans, specifications or drawings shall be binding upon Subcontractor unless accepted by Client, Owner and/or any Contractor. All documentation or supporting data required by Subcontractor, Client, Owner or any Contractor to substantiate any claim made by Sub-Subcontractor shall be promptly furnished by Sub-Subcontractor.

26. Indemnification for Patent Rights; Sub-Subcontractor covenants and agrees to defend, indemnify and save the Subcontractor harmless from any and all manner of claims or suits for infringement of patents or violation of patent rights provided, however, that Subcontractor shall have the right to control the defense of any such claim or suit without waiving its right to indemnification under this paragraph.

27. Damages; It is expressly understood and agreed that time is and shall be considered of the essence of this Agreement and that Sub-Subcontractor is apprised of the fact that Subcontractor may be obligated to pay liquidated damages for each day the work is not completed beyond the time allotted in any contract between Subcontractor and the Client, Owner and/or Subcontractor's Contractor. Sub-Subcontractor agrees to pay to Subcontractor as liquidated damages, and not as penalty, the amount daily that Subcontractor is obligated to pay each and every calendar day that Sub-Subcontractor, Tiered-Subcontractors, material men or other providers utilized by Sub-Subcontract and/or any Tiered-Subcontractor delay the delivery of materials and/or progress of the Work and by execution of this Agreement conclusive and without limitation authorizes Subcontractor to deduct such amount from any and all amounts due Sub-Subcontractor herein or under the Contract Documents.

28. Contract Price; Sub-Subcontractor acknowledges that the price as herein stated or in any order/subcontract issued in connection with the Work to be performed by the Sub-Subcontractor is a firm price and not subject to changes due to increases in materials, wages, taxes, insurance, or other charges that Sub-Subcontractor may incur in performing the work herein described.

29. Compliance with Laws; Sub-Subcontractor shall comply with all state, local and federal laws, all applicable codes, ordinances, requirements, rules, and regulations, including, but not limited to those Governing Equal Employment

Opportunity, Non-Discrimination, Affirmative Action and Federal Contract compliance as same applies to the work herein or the location of the job herein.

30. Federal Contracts; Notwithstanding anything to the contrary in this Agreement, the Contract Documents and or any order/subcontract issued in connection therewith, any Tiered Subcontract/Purchase Order is intended to and does apply to any Sub- Subcontract/Purchase Order that is related to a "Federal Contract" which is a contract whereby:

a.) The project, work, prime contract or the underlying contract is by and between the General Contractor/Construction Manager/Owner and/or Contractor or Subcontractor and an Agency or entity of the United States Government; or

b.) The funding for the Project, Work, prime contract or any underlying contract is funded in whole or in part by an Agency or entity of the United States Government and/or federal contract provisions, rules and regulations are required to be utilized for the Project or Work.

If the Project or Work is related to or is a Federal Contract then the Subcontractor/Supplier by executing or accepting any Tiered Subcontract/Purchase Order fully and unconditionally agrees that it will comply with and fully act in accordance and compliance with any and all provisions and terms and conditions of the Code of Federal Regulations, Federal Acquisition Regulations, Federal laws and statutes and contract provisions which apply to, are required by or are incorporated in any manner into the Project, Work, and/or Contract Documents that may be applicable to or are required to be incorporated in any manner into this Agreement.

31. Rights and Remedies: All rights and remedies given the Subcontractor per the terms herein are cumulative, not mutually exclusive, regardless of where those rights or remedies are set forth within this Agreement and/or the Contract Documents. This Agreement shall be liberally construed to provide the Subcontractor with the broadest possible rights and remedies permissible by law or in equity.

32. Mechanic's Lien: Sub-Subcontractor agrees to indemnify and hold Subcontractor harmless from any and all Mechanic's Liens, claims asserted, filed or claimed, arising out of or in connection with the Work and material furnished by, through and because of Sub-Subcontractor. This indemnification shall include reasonable attorney's fees and court costs. Further, Subcontractor shall have the right to withhold any or all payments due Sub-Subcontractor until any mechanic's lien claims are resolved or to offset said claims and any attorney's fees, court costs or other costs Subcontractor may incur against monies due Sub-Subcontractor from Subcontractor. In the event Subcontractor is notified of lien from Sub-Subcontractor or Sub-Subcontractor's material supplier, Subcontractor shall have the right to require Sub-Subcontractor to provide a bond of the subject lien in an amount no less than One Hundred Fifty percent (150%) of any claim. Should Sub-Subcontractor refuse to pay the sum sufficient to discharge the lien, Subcontractor reserves the right to make payment sufficient to discharge the lien after three (3) days written notice. Subcontractor will charge the Sub-Subcontractor an amount sufficient to cover all monies paid including any court costs, and reasonable attorney fees.

33. Payment and Performance Bond: Where required by this Agreement or by Client/Owner or when requested by Subcontractor or by Client/Owner and at any time after the date hereof, Sub-Subcontractor shall furnish a payment and performance bond. The terms and content of any bond issued on behalf of the Sub-Subcontractor shall be acceptable to Subcontractor. The cost thereof shall be borne by Sub-Subcontractor. If said bond is not required by the Client/Owner or by this Agreement at the time of execution of this Agreement, then the reasonable cost, as approved by the Subcontractor, shall be added to the Agreement price herein.

34. Safety: Each Sub-Subcontractor of any Tiered Subcontractor shall designate an on-site safety representative who is charged with the responsibility of on-site safety management. Sub-Subcontractor and each Tiered-Subcontractor(s) shall establish and submit a written Site- Specific Safety and Health Plan that includes the Sub-Subcontractor's work as required in the Agreement, Safety Record keeping documentation, weekly safety meeting reports (toolbox talks), Project inspection reports, specific job hazard worker training, equipment inspection reports, mobile crane checklist/inspection/annual crane certification, completed Job hazard analysis, incident and near miss investigation reports (written report required within 24 hours of incident), and any additional programs, reports and documents per Project specific requirements. Drug and alcohol testing shall be required of employees involved in any safety incident or near miss, including when the employee: i) sustained a work-related injury; ii) caused another employee to be injured in a work-related incident; iii) caused or was involved in a work-related incident resulting in, or which

has the potential to result in, property damage; or iv) authorized representatives have reasonable suspicion of any actions or incidents related to this paragraph 35 i) – iii) . Each Tiered-Subcontractor has the responsibility to implement and manage an effective safety and risk management program in accordance with minimum requirements of Subcontractor’s safety requirements, the project safety requirements and all applicable laws and standards.

35. Coring and Saw Cutting; Any Sub-subcontractor performing coring or saw-cutting work must perform its own x-ray or ground penetrating radar scans of any work areas in which such work will be performed to locate conduits, reinforcing bar post tension cables or other utilities or obstructions prior to coring or saw-cutting. Sub-subcontractor may not rely on x-ray or ground penetrating radar scans that may have been taken by Subcontractor or others for any work of any kind. All X-Ray or ground penetrating radar scans must be performed and documented prior to performing any coring or saw-cutting work. Subcontractor may require verification that scanning has been completed in advance of any such work being performed.

36. Severability; Any provisions herein found to be invalid shall be invalid only with respect to the offending provisions.

37. Schedule of Values; To the extent not provided herein, Sub-Subcontractor shall furnish, if requested by Subcontractor, a schedule of values, which shall include labor and material broken out with each or any payment request.

38. OSHA 30 HOUR Certification; Sub-Subcontractor shall furnish, if requested by Subcontractor, OSHA 30 Hour Certification for any employee of Sub-Subcontractor or Tiered-Subcontractor(s).

39. Unmanned Aircraft; Unmanned Aircraft shall not be used on the project without the proper authorization from the federal, state, local, and contractual approval by subcontractor.

40. Confidentiality; Sub-Subcontractor shall (and shall cause any Tiered Subcontractor to) retain in the strictest confidence all information furnished by Subcontractor, Contractor, Client and Owner, as well as the results of any reports or studies conducted as a result of this Agreement and/or the Contract Documents, along with all supporting Work papers and any other substantiating documents. The Sub-Subcontractor shall not disclose such information to others without the prior written consent of Subcontractor. Sub-subcontractor shall not use information provided by Subcontractor, Contractor, Client and/or Owner or obtained in the performance of Sub-subcontractor’s obligations under this Agreement and/or the Contract Documents for any purpose other than the fulfillment of the terms and conditions of this Agreement and/or the Contract Documents. Sub-subcontractor agrees that Subcontractor will suffer irreparable harm if Sub-subcontractor breaches any of its covenants pursuant to this paragraph and that monetary damages alone would be inadequate to compensate Subcontractor for such breach. Accordingly, Sub-subcontractor agrees that, if Sub-subcontractor or any Tiered Subcontractor breaches or threatens to breach any provision of this paragraph, Subcontractor, in addition to and not in limitation of, any other rights, remedies or damages available at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Sub-subcontractor, any Tiered Subcontractor or Sub-subcontractor’s or any Tiered Subcontractors officers, directors, employees, agents, representatives and any and all persons directly or indirectly acting for, on behalf of, or with Sub-subcontractor.

41. Changes to Payment Information;

Sub-Subcontractor shall provide Subcontractor with written payment instructions and all necessary forms required by Sub-Subcontractor to effectuate payments to Sub-Subcontractor by credit card or check. Sub-subcontractor shall send by mail, email or hand delivery information for payment. All changes to current payment remittance instructions must be sent via mail, email or hand delivery.

Until Subcontractor receives new written payment information that is confirmed orally, Subcontractor shall make no changes to the payment information.

42. Breach of Agreement Notice: Sub-subcontractor shall immediately provide notification to Subcontractor of any and all breaches of any of the provisions of this agreement.

43. Article Headings: Article headings are for reference only.

44. Notice: Notices shall be given in the following manner: a) by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

b) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day.



EXHIBIT – B

SCOPE OF WORK

The following is a general description of Sub-Subcontractor's work and those portions of the Contract Documents, together with any deviations therefrom or additions thereto, which apply to it. Sub-Subcontractor is responsible for all of the Sub-Subcontractor work, in accordance with Contract Documents and as identified or inferred, whether or not included in the following description, unless specifically and excluded herein:

Inclusions:

As Required in Project Specifications or Contract Documents

Exclusions:

As Required in Project Specifications or Contract Documents



HILL MECHANICAL CORP.



HILL MECHANICAL CORP.

EXHIBIT – C
Project Schedule

As Required in Project Specifications or Contract Documents

EXHIBIT – D

Insurance Requirements

Project Name:

Hill Mechanical Project Number:

- A. Prior to commencement of the Work, Sub-Subcontractor will at its sole cost secure/procure, pay for and maintain in full force and effect, at all times during the performance of the Sub-Subcontractor's Work until Final Acceptance of the Work, the expiration of the Sub-Subcontractor's warranty and for such time as Sub-subcontractor may be legally liable for its work such as for completed operations coverage, insurance with coverage and amounts not less than the greater of those required by the Contract Documents, governing law, the limits, terms, and conditions of the Sub-subcontractors insurance or as specified herein. Sub-subcontractor shall cause its subcontractors at all tiers to comply with the terms and conditions outlined herein.
- B. All insurance coverage required shall be purchased and maintained in a company or companies licensed and admitted to do business in the State (s) of jurisdiction, with an AM Best's rating of not less than A- VIII and reasonably acceptable to Subcontractor. Such insurance will protect and provide coverage to the Subcontractor, Client, Contractor, Owner, Owner's Agent and Lender and others as required from time to time for claims, losses, or damage arising out of or result from operations on the Project by the Sub-Subcontractor, or by anyone directly or indirectly employed by Sub-Subcontractor or by anyone for whose acts Sub-Subcontractor may be liable, including but not limited to:
1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the Work to be performed;
 2. claims for damages for bodily injury, occupational sickness or disease, or death of the Sub-subcontractor's employees under any applicable employer's liability law;
 3. claims for damages for bodily injury, sickness or disease, or death of persons other than the Sub-subcontractor's employees;
 4. claims for damages for personal injury which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Sub-subcontractor or (2) by another person;
 5. claims for damage to the Work at the site, because of injury to or destruction of tangible property, including the loss of use;
 6. claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. claims for bodily injury, property damage or clean-up of a pollution condition; through the following specifically listed types of policies:
- C. **Required Coverage and Limits of Liability**
1. **Workers' Compensation and Employers Liability Insurance:**
 - a. Statutory Workers' compensation in form and with limits in accordance with the laws of the State(s) Projects jurisdiction, including an All States Endorsement, and when applicable, voluntary compensation coverage, United States Long Shoreman's and Harbor Workers' Act coverage, Jones Act coverage, and Maritime coverage. Coverage shall be provided for all employees executives, officers, sole proprietors, and partners,

- b. Employer's liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence; per employee for disease; and in the aggregate for disease.
- c. The workers compensation and employers liability policy shall contain an endorsement affording coverage for claims arising out of Sub-Subcontractor's waiver of its Kotecki defense in the Contract Documents. Stop Gap coverage in monopolistic state, with limits at least as high as \$1,000,000
- d. If subcontractor is an employee leasing firm or will supply equipment with an operator, an Alternate Employer Endorsement naming contractor as Alternate Employer.

2. Commercial General Liability Insurance:

- a. Commercial General Liability Insurance shall be provided on an occurrence basis, on an ISO form no less broad than ISO CG 00 01, including but not limited to the following coverage:
 - i. Premises/Operations
 - ii. Products/Completed Operations to be maintained for the period of time the subcontractor may be legally liable for its work;
 - iii. Broad Form Contractual Liability, including for Personal Injury, and Rail Road exposures when applicable;
 - iv. Broad Form Property Damage, including Products/Completed Operations;
 - v. Personal Injury Liability
 - vi. Independent contractors Protective Liability
- b. Limits of Liability will not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, one million dollars (\$1,000,000) per occurrence for personal injury, and with the following aggregate limits:
 - i. General Aggregate limit of two million dollars (\$2,000,000), which shall be on a per project basis or specifically endorsed to provide that the General Aggregate Limit applies separately to the Project;
 - ii. Products/Completed Operations of two million dollars (\$2,000,000) each occurrence and in the aggregate.
- c. General liability coverage shall not contain exclusions for:
 - i. Residential or habitational construction
 - ii. EIFS
 - iii. Subsidence
 - iv. Cross-liability, except for Named Insureds
 - v. Action over or similar injury exclusion
 - vi. Work from heights
 - vii. Explosion, collapse and underground
 - viii. Electronic Data Damage Limitation
- d. Hill Mechanical Corp. and its parent, subsidiaries and affiliated companies, Client, Contractor, Owner, Indemnitees identified in the Contract Documents, and others as required from time to time will be included as additional insured's to the fullest extent of coverage allowed under the applicable law, on Sub-Subcontractor's commercial general liability policy using the ISO CG 2010 1001 and CG 2037 1001 endorsement forms or their equivalent. The coverage afforded to the additional insured's on the CG 2010 1001 and CG 2037 1001 endorsements will state, by modification to the endorsements or by separate endorsement that the coverage afforded the additional insured's under this policy is primary and non-contributory to any coverage maintained by any additional insured, whether or not the additional

insured is a Named Insured or Additional Insured on said coverage ISO GC 2037 coverage shall be maintained for the period of time subcontractor may be held legally liable for its work.

3. Commercial Automobile Liability Insurance:

- a. Sub-Subcontractor will maintain commercial automobile liability insurance including contractual liability coverage and coverage for "Any Auto", including all owned, non-owned and hired vehicles.
- b. Limits of Liability will not be less than a combined single limit of One million dollars (\$1,000,000) per occurrence for bodily injury and property damage and with the following aggregate limits:
- c. Subcontractor (Hill Mechanical Corp. and its parent, subsidiary and affiliated companies), Client, Contractor, Owner, Owner's agent, Lender and others as required from time to time will be included as additional insured on Sub-Subcontractor's commercial automobile liability policy and the coverage afforded to the additional insured under this policy will state that it is primary and non-contributing to coverage maintained by any additional insured.
- d. If Subcontractor's work involves the transport of pollutants, policy shall be endorsed with **Pollution Liability - Broadened Pollution for Covered Autos ISO CA 99 48 10 01**. The requirement for this endorsement on the auto policy may be waived if transportation of waste or hazardous materials coverage is afforded via a Pollution Liability Policy

4. Property Insurance:

- a. Sub-Subcontractor will maintain property insurance covering all property owned by, or in control of, Sub-Subcontractor which is not to be incorporated into the Work, including, without limitation, tools, equipment and materials. The coverage will be written on a Special Cause of Loss form including debris removal, with replacement cost coverage and a deductible no greater than \$50,000.
- b. Sub Subcontractor is responsible for damage to materials and equipment provided under this Agreement to the extent not covered by Builder's Risk, including losses under the deductible. Subcontractor shall provide property insurance coverage for such materials and equipment while on site, in transit, and offsite storage. Insurance shall provide for full replacement cost on an "all risk" basis. The deductible on Subcontractors policy shall not exceed \$5,000."

5. Contractors' Pollution Liability:

- a. Sub-Subcontractor will maintain pollution liability insurance with limits of liability of one million dollars (\$1,000,000) each claim and aggregate with a deductible no greater than \$250,000 each claim.
- b. The policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by pollution incident. Pollution incidents will include, but not limited to the development, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.
- c. Hill Mechanical Corp. and its parent, subsidiary and affiliated companies, Contractor, Owner, Owner's agent, Lender and others as required from time to time will be included as additional insured on Sub-Subcontractor's pollution liability policy and the coverage afforded to the additional insured's under this policy will state that it is primary and non-contributing to coverage maintained by any additional insured, whether or not the additional insured is a Named Insured or Additional Insured on said coverage
- d. If the policy is a "claims made" form or if any coverage under the policy is written as "claims made", coverage will be maintained the time period the sub-subcontractor may be held legally liable for its work. The retro date on the policy shall be prior to the commencement of Work.
- e. If work involves Asbestos or Lead abatement, removal or transport, asbestos or lead liability insurance coverage on an occurrence basis for claims arising out of abatement, removal, storage, transportation and disposal activities with a limit

of \$5,000,000 is required.

6. Professional Liability Insurance:

- a. Sub-subcontractor will maintain professional liability insurance with limits of liability of one million dollars (\$1,000,000) each claim.
- b. Contractors providing Professional Services shall be required to comply with higher Limits, as required by contract document.
- c. Professional Liability Policy is endorsed to cover the vicarious liability of Hill Mechanical Corp. for Claims and Claim Expenses arising from the insured's negligence in rendering, or failure to render, professional services under the subcontract. This provision shall not be construed to invoke any "Insured versus Insured" exclusion contained in the policy.
- d. If the policy is a "claims made" form or if any coverage under the policy is written as "claims made", the retro date shall be prior to the commencement of work and coverage will be maintained for the time period that the Sub-subcontractor may be liable for its work.

7. Cyber Liability

- a. Cyber liability or electronic data liability will be required for any work in or adjacent to server rooms or data centers or other scopes as determined Subcontractor.
- b. Coverage will contain limits of not less than \$1,000,000
- c. Coverage will be written on a form and in a manner acceptable to subcontractor.

8. Excess/Umbrella Liability Insurance:

- a. Sub-subcontractor will maintain excess/umbrella liability insurance with limits of liability of five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate. Coverage shall excess to the Sub-subcontractors Employers Liability, Commercial General Liability, and Auto Liability.
- b. Sub-subcontractors coverage must be follow form, endorsement must accompany certificate of insurance.

9. Cargo Coverage:

- a. If transporting Material, Equipment or other items sub-subcontractor shall carry cargo coverage in no less than the full replacement value of items in transport.
- b. Policy shall cover a loss payee endorsement for contractor and owner of items in transit.

10. Riggers Liability Insurance (required if work involves rigging including, but not limited to, moving, erecting, storing, hoisting, or lowering)

Limits shall be not less than:
\$10,000,000 each occurrence
\$10,000,000 aggregate

- D. The Minimum limit of the Commercial General Liability Policy will be no less than \$1,000,000.00. Additional Limits can be satisfied by a combination of primary and umbrella/excess liability policies. If an umbrella or excess liability policy is used to satisfy the required limits, the policy must comply with the additional insured, primary and non-contributory and waiver of subrogation requirements, it must be a true follow form policy.
- E. Sub-Subcontractor waives and will require its workers' compensation insurer, commercial general liability insurance insurer, commercial automobile insurer, Pollution Insurer, umbrella/excess liability insurer and property insurer to waive their rights of subrogation against Subcontractor, Client, Contractor, Owner, Owner's agent, Lender and others as required from time to time in the contract documents for claims insured by the required workers' compensation and



employers' liability insurance, commercial general liability insurance, commercial automobile insurance, umbrella/excess liability insurance and property insurance.

- F. Sub-Subcontractor must provide to Subcontractor, within ten (10) days of the date of the Agreement and prior to any equipment or personnel being brought onto the site of the Work or the Project site, Certificates of Insurance in form and substance satisfactory to Subcontractor evidencing the required insurance coverage and limits. Subcontractor has the right to withhold payment to the Sub-subcontractor until such time as the sub-subcontractor complies with insurance requirements. Further, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days prior written notice will be given to Subcontractor in the event of cancellation, non-renewal, or material change of the coverage evidenced by such Certificate of Insurance, except notice of cancellation for failure to pay any required premium which shall be furnished no less than ten (10) days prior to any such cancellation. The certificate of insurance must identify the required additional insured parties and include copies of the endorsements for the general liability, automobile liability and pollution liability policies, including the additional insured form, primary and non-contributory language and the waiver of subrogation for all insurance policies. . If Sub-Subcontractor enters into a Master Agreement with Subcontractor for multiple projects, these endorsements must be on a blanket basis and include the following language, or equivalent.
1. The project description shall read, "Any and all projects or work for Subcontractor"
 2. The additional insure description shall read, "all entities required by contract or agreement"
 3. The endorsement language shall not limit the scope of these requirements.
- G. In no event shall any failure of Subcontractor to receive certificates of insurance required under this Agreement or to demand receipt of such certificates of insurance be construed as a waiver of the Sub-Subcontractor's obligations to obtain insurance pursuant to this Agreement. The obligation of Sub-Subcontractor to procure and maintain any insurance required by this Agreement is a separate responsibility of Sub-Subcontractor and independent of the duty to furnish a certificate of insurance. Subcontractor has the right to receive copies of any of the Sub-subcontractor's insurance policies upon written request.
- H. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Sub-Subcontractor will supply Subcontractor with certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection and scope of coverage as was provided by the previous policies. Sub-Subcontractor shall cause each Tiered-Subcontractor, vendor or supplier to procure and maintain insurance coverage in accordance with the requirements of this Agreement, but with limits of liability as deemed appropriate by Subcontractor (Hill Mechanical Corp. its divisions, subsidiaries, affiliates, affiliated corporations and related entities and each of their directors, officers, successors, assigns, employees, agents and consultants).
- I. **Named Additional Insured Shall Be: ____**
1. **Hill Mechanical Corp., its divisions, parent, subsidiaries, affiliates, affiliated corporations and related entities and each of their directors, officers, successors, assigns, employees, agents and consultants and each of the entities and/or persons named and designated below and as each relates or pertains to the prime or general contract or the project, collectively, shall be named and designated as additional insured by Sub-Subcontractor to or on the policies of insurance required by this Agreement.**
 2. **Other Named and Designated Parties Listed on this Agreement Or As Required In Project Specifications Or Contract Documents.**
- J. **Named Loss Payee for Used, Borrowed, Leased Equipment and/or Material Shall Be:**



HILL MECHANICAL CORP.

Hill Mechanical Corp., its divisions, subsidiaries, affiliates, affiliated corporations and related entities and each of their directors, officers, successors, assigns, employees, agents and consultants and each of the entities and/or persons named and designated below and as each relates or pertains to the prime or general contract or the project, collectively, shall be named and designated as Loss Payee by Sub-subcontractor to or on the policies of insurance required by this Agreement

K. Certificate Holder Shall Be:

Hill Mechanical Corp.
11045 Gage Ave.
Franklin Park, IL 60131
certificates@hillgrp.com

- L. All deductibles related to the insurance required herein are the responsibility of the Sub-Subcontractor.
- M. All policies or coverage parts that are not on an occurrence basis shall have and maintain a retrospective date that precedes their work related to the Work and shall be maintained for as long as the Sub-Subcontract may be liable for its work.

Project Name and Number Should Be on All Certificates of Insurance



EXHIBIT – E Additional Provisions

1. Safety:

As Required in Specifications or Contract Documents

2. Unit Prices:

No Add Should Not Say No Additional Requirements It either needs completed or should say per Client Contract

3. Hourly Rates:

As Required in Specifications or Contract Documents

4. Submittals:

As Required in Specifications or Contract Documents

5. Change Order Overhead and Profit:

As Required in Specifications or Contract Documents

6. Additional Attachments:

As Required in Specifications or Contract Documents

7. Sales Tax Exemption:

As Required in Specifications or Contract Documents

8. Payment and Performance Bonds:

As Required in Specifications or Contract Documents



HILL MECHANICAL CORP.

EXHIBIT – F
Contract Documents

As Required in Specifications or Contract Documents

This entire sheet must be writeable.