



**EXHIBIT - A**  
**Purchase Order/Subcontract**  
**General Conditions**

**Acceptance of Terms:**

Seller's/Subcontractor acceptance of this order shall constitute agreement to be bound by and to comply with all the terms and conditions set forth herein, including any and all upstream construction contracts Purchaser may have with Owner or Contractor. Written acceptance or holding the order for ten (10) days shall constitute unqualified acceptance of all its terms and conditions.

**Changes:**

All changes, additions, deletions, specifications of material or equipment shall be accepted only by written approval and executed by an officer of purchaser.

**Time of Delivery:**

Time is of the essence with regards to all aspects of this purchase order. Material(s) or equipment delivery must be coordinated with Purchasers Project Engineer for delivery or fabrication as noted by Purchaser as needed on a job-to-job basis. All orders must be accompanied with an order confirming and detailing the description of the materials provided per this agreement. Material and equipment must arrive with designated tags accompanied by a detailed bill of lading or shipment ticket detailing each individual item(s) delivered. Delivery of incorrect material or equipment, are the sole responsibility of seller. This order is subject to cancellation or termination for failure to deliver on time. Purchaser retains the right to back charge seller for any such costs associated with delay or non-confirming material or equipment.

**Specifications:**

All materials and/or equipment furnished under this purchase order/Subcontract shall be in strict compliance with plans, specifications and general conditions including all alternates, addendums, or revisions applicable to the contract of purchaser with owner or upstream contractor. Seller/Subcontractor is bound thereby in the performance of this contract. Purchaser/Contractor agrees to make available at its office, upon request all applicable contract documents with the owner or upstream contractor. If the materials and/or equipment fail to conform to specifications or are otherwise defective, Seller will promptly replace at Seller's sole expense. Any service supplied hereunder shall be of good quality, free from any faults or defects or in non-conformance with this order. All services not confirming with this purchase order including substitutions not properly approved and authorized, shall be considered defective and seller/subcontractor shall promptly correct such defective services at seller's/subcontractor's sole expense.

**Quality and Inspection:**

The materials and /or equipment supplied hereunder shall be of good quality, free from any faults and defects, in conformance with this order and shall at all times be subject to purchasers' inspection. Neither however shall purchaser's inspection nor failure to inspect relieve seller of any obligations, representations or warranties hereunder.



**Right to Inspect Manufacturing Facility:**

Purchaser/Contractor may during normal working hours, with Sellers/Subcontractors approval inspect the facility and work in progress of the manufacturing facility. The lack of inspection by Purchaser/Contractor will not relieve Seller/Subcontractor of any obligations, representations or warranties hereunder.

**Warranty of Specification and Quantity:**

Seller/Subcontractor shall warranty equipment and material covered under this purchase order to produce capacities or meet design specifications and function (1) as called for in the plans, specifications, addenda, (2) as herein set forth, and (3) as published or warranted by the manufacturer for the equipment involved. In the event the equipment does not meet the foregoing requirements, seller/subcontractor shall immediately on notice replace same or remedy any deficiency without expense to the Purchaser/Contractor, and further shall pay to Purchaser/Contractor all loss or damage to the extent that the Purchaser/Contractor is liable under its contract with the owner or upstream contractor.

**Warranty/Quality of Workmanship:**

All material and equipment furnished under this order shall be warranted by the Seller/Subcontractor against and to be free from defects in material and workmanship, design flaws. Seller/Subcontractor further agrees that all material and /or equipment will be of merchantable quality and comply with specifications of the Purchase Order/Subcontract. Seller/Subcontractor agrees to replace without charge to Hill or its subsidiaries, herein identified as Purchaser/Contractor, said material and equipment, or remedy any defects, latent or patent, not due to ordinary wear and tear, or due to improper use or Maintenance, which may develop within one year, such period to begin; (a) In cases involving material from date of acceptance (b) In cases involving operative equipment, from date such equipment is placed in operation, or within the warranty period set forth in applicable plans and specifications, whichever is longer. This warranty shall survive any inspection, delivery, acceptance or payment by Purchaser/Contractor of the materials or services. Seller/Subcontractor warrants that with respect to the materials furnished or services performed hereunder, or both of them that it has fully complied with the Fair Labor Standards Act, as amended, laws restraining use of convict labor, the Equal Employment Opportunity and Fair Employment Practice legislation and any regulations issued under the foregoing, and all other applicable federal, state and local laws, rules, regulations and executive orders.

**Ownership of Material and/or Equipment:**

The materials and equipment covered by this order, whether in a deliverable state or otherwise, shall remain the property of the Seller/Subcontractor until delivered to a designated site and actually received and receipt executed by Purchaser/Contractor. Any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Seller/Subcontractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs. Purchaser/Contractor shall notify the Seller/Subcontractor as soon as is reasonable and practicable of any damage to material or equipment of any loss caused in transit.

**Release of Material and/or Equipment:**

Seller/Subcontractor shall not release any materials or equipment for fabrication or delivery without written consent from Purchaser/Contractor. Costs associated with an unauthorized release of materials



or equipment is the sole responsibility of Seller/Subcontractor. Such costs include but are not limited to, additional handling, storage, cartage, crane rental shipping charges and insurance.

**Excess Materials and/or Equipment Shipped:**

Purchaser/Contractor assumes no obligation for equipment or materials shipped in excess of this Purchase Order/Subcontract.

**Changes to Delivery:**

Purchaser/Contractor reserves the right to change delivery specifications in accordance with its requirements as schedules or requirements may dictate. Providing Purchaser/Contractor provides reasonable notice to Seller/Subcontractor, Seller/Subcontractor will bear all costs associated with changed delivery specification within a 30 mile radius from the originally designated delivery site, including overtime any delay costs. Purchaser/Contractor will bear any extraordinary cost associated with a change in delivery specifications such as crane costs and labor for off-loading.

**Right to Countermand:**

Purchaser/Contractor reserves right to countermand this order in the event of strike, flood, riot, war, rebellion, or any or all other contingency unavoidable or beyond its control which could make it impossible to or create an undue hardship to accept delivery of the material, merchandise or services herein ordered.

**Non-Cancellable by Seller/Subcontractor:**

When accepted, this order is not subject to cancellation, price change or reduction in amount of deliveries except with Purchaser's/Contractor consent and on the terms and conditions herein.

**Indemnification:**

The Seller/Subcontractor hereby agrees to indemnify and save harmless the Purchaser/Contractor from and against all claims, loss, damage or expense, including reasonable attorney's fees by reason of any actual or alleged infringement of letters of patent or any litigation based thereon covering any article purchased hereunder. Seller/Subcontractor agrees to defend and indemnify Purchaser/Contractor, architect, engineer and others as required by Purchasers/Contractors contract with owner or upstream contractor and hold it harmless from all claims, liabilities, suits and action which may be made or brought against it by virtue of any claims or demands whatsoever which any Buyer from Purchaser/Contractor or any other person may make against Purchaser/Contractor from the use of the merchandise or the services performed hereunder by Seller/Subcontractor, or from any patent or hidden defects in the quality of merchandise, or from the dangerous conditions thereof, and agrees to repay the amount paid by Purchaser and to settle any of said claims or liabilities, and to pay any judgment rendered against Purchaser/Contractor in any such action, and to reimburse Purchaser for all costs, attorney's fees and other expenses incurred by it in defending such suit or suits. The Seller/Subcontractor hereby agrees to indemnify and save harmless the Purchaser/Contractor from and against all claims, loss, damage or expense, including attorney's fees by reason of any actual or alleged personal injury or property damage claim or any litigation based thereon covering any article whether it be material or equipment purchased hereunder. and agrees to repay the amount paid by Purchaser/Contractor and to settle any of said claims or liabilities, and to pay any judgment rendered against Purchaser/Contractor in any such action, and to reimburse Purchaser/Contractor for all costs, attorney's fees and other expenses incurred by it in defending such suit or suits including a) The



furnishing and paying for all necessary permits, licenses, and inspection fees as called for in the plans, specifications, and addenda as being his responsibility, b) The payment of all royalty and license fees and defense of all suits or claims for infringement of any patent rights pertaining to work furnished by Seller/Subcontractor. c) The payment of any loss or damage arising from any defects in material or workmanship.

### **Subcontractor Indemnification:**

To the fullest extent permitted by law, the Seller/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 the performance of this subcontract or occurring in connection therewith, and agrees to indemnify and save harmless the Contractor and its officers, directors, employees, agents divisions, affiliates, subsidiaries, successors or assigns and/or the Owner and/or any other indemnitee, as required of the Contractor, 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 Purchaser/Contractor, Client and/or Owner or other parties by an employee of Seller/Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, Seller/Subcontractor's obligation will not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Seller/Subcontractor under workers' compensation acts including what is known as the Kotecki limitation, disability benefits acts or other employee benefits acts. Seller/Subcontractor shall also maintain, at Seller's/Subcontractor's cost and expense, adequate General Liability Insurance including Contractual Liability coverage to insure their exposures and obligations under this agreement.

### **Approval of Owner, Architect, Engineer:**

All material and equipment furnished under this order shall be subject to the approval of the architect, engineer or others as required by the Purchasers Upstream Contract Documents. Seller/Subcontractor shall furnish the required number of submittal data or samples for said approval. In the event approval is not obtained the order is cancelled, with no liability on the part of either Purchaser/Contractor or Seller/Subcontractor, unless the order is placed with the understating that the material and/or equipment is to be supplied of the type and in such a manner as to meet requirements of plans and specifications. In the latter case Seller shall comply without further cost to Purchaser/Contractor. Seller/Subcontractor agrees to meet any job-specific certifications, paperwork, confirmations of recognized standards, and heat or lot numbers as detailed in Purchasers/Contractors Contract Documents for a specific job or project.

### **Inspection and Approval from Purchaser:**

All materials are subject to Purchaser's/Subcontractor's inspection and approval, and the final inspection and account will be made after receipt at Purchaser's/Contractor's designated destination; if rejected they will be held for disposition at Seller's/Subcontractor's risk and expense. Any payment on account thereof will be made promptly and refunded by Seller/Subcontracted. Any inspection or approval at Seller's/Subcontractor's plant during or after manufacture shall be provisional only, and not constitute final inspection nor be construed as a waiver of the foregoing right of inspection and rejection after receipt of same.

**Packaging:**

All materials must be packaged safely and securely.

**Shipment:**

If shipment is not made at the specified time, Seller/Subcontractor shall notify Purchaser/Contractor promptly. If

Seller/Subcontractor fails to deliver any or all off the material, or merchandise, or fails to render services covered by this order within the time agreed, Purchaser/Contractor reserves the right to purchase elsewhere and charge Seller/Subcontractor with loss incurred as a result thereof, or at Purchaser's/Contractor's option to cancel this order. As to material or merchandise not delivered and services not rendered, Purchaser/Contractor shall be under no obligation to accept or pay for same or compensate Seller/Subcontractor for expenses incurred. Nothing in this clause shall affect any other right conferred on Purchaser/Subcontractor by law.

**Price:**

Purchase Order/Subcontract price includes all charges for taxes of any kind, transportation, cartage, delivery, boxing, packaging, handling, crafting, material escalation costs and returnable cartons. No charge shall be made for tools, dies, patterns, drawings, etc. required for fabrication of parts unless so stated in this order. Seller also recognizes any job specific tax status as noted in this agreement.

Purchaser/Contractor agrees to make available to Seller/Subcontractor, upon request, all applicable contract documents with the Owner or another contractor.

**Responsibility To Delivery Site:**

Seller/Subcontractor is responsible for all articles covered by this order until delivery at delivery point designated herein, and shall bear all risks of rejected articles after notice of rejection.

**Payment Does Not Constitute Acceptance:**

Payment does not constitute acceptance, but all materials, merchandise or services are subject to Purchaser's/Contractor's inspection and rejection: defective material or merchandise or service not per the specifications will be held for Seller's/Subcontractor's instruction and at Seller's/Subcontractor's risk. No goods returned as defective shall be replaced without an order.

**Agreement Modification:**

No statement, condition or agreement, and no representation or guarantee has been made by any agent, officer or employee of Purchaser/Contractor in any way affecting the terms hereof. No alteration or modification of this order is varied unless in writing, signed by an authorized executive of Purchaser.

**Assigned Work:**

Sellers/Subcontractor agrees that it will not assign Seller's/Subcontractor's Work or any aspect of this Agreement, or any of the monies due it, or become due hereunder, nor sublet any portion of the work without first obtaining written consent of the Purchaser/Contractor. Should Purchaser/Contractor consent to Seller/Subcontractor request to issue a Tiered-Subcontract or assign a portion of this scope of work, Seller/Subcontractor agrees to bind all Tiered-Subcontractors to the scope, terms, conditions and obligations of this purchase order/subcontract and all referenced documents herein. All work performed or all material furnished by Seller/Subcontractor and/or Tiered-Subcontractors shall be in strict accordance with all applicable plans,



general conditions, specifications, and addenda as incorporated herein and Tiered-Subcontractor(s) are bound by all provisions of these documents, and all other documents to which the Purchaser/Contractor as named herein is bound, and to the same extent. This Agreement's references to Seller/Subcontractor shall also refer to any Tiered-Subcontractor, such that any and all requirements and obligations of Seller/Subcontractor are the same for Tiered-Subcontractors.

**Compliance With All Rules and Regulations of the Governing Authorities and Agencies:**

Seller/Subcontractor further agrees to comply with all existing safety and health requirements of local, state and federal regulatory agencies and to provide the required S.D.S. sheets to comply with O.S.H.A. Hazard Communication requirements.

**Taxes, Fees and Contributions:**

Seller/Subcontractor shall pay all contributions, 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 this purchase order/contract. Seller/Subcontractor agrees to indemnify, defend and hold Purchaser/Contractor harmless, including reasonable attorney fees and Purchaser's/Contractor's other out of pocket costs, from any cost to Purchaser/Contractor arising out of the aforesaid taxes or any other taxes that are Seller/Subcontractor's responsibility.

**Remedies:**

Rights and remedies reserved hereunder are cumulative and in addition to other rights and remedies at law or equity. NO waiver or breach of any provision hereof shall constitute a waiver of any other breach or of such provision. This order 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.

**Claims For Monies Due:**

All claims for monies due or to become due from Purchaser/Contractor are subject to deduction by Purchaser/Contractor for any offset from counterclaim arising from this or any other order from Purchaser/Contractor to Seller/Subcontractor.

**Sellers Insolvency:**

In the event the Seller/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, or becomes bankrupt or insolvent, the Purchaser/Contractor shall have the right to cancel this Agreement upon seven day written notice mailed or delivered to Seller/Subcontractor at its last known address. In case of such termination, the Seller/Subcontractor shall not be entitled to receive any further payments under this Agreement until the performance of the Seller/Subcontractor's Work has been completed, at which time, if the unpaid balance due Seller/Subcontractor exceeds the cost of completion, said amount shall be paid to Seller/Subcontractor; but if such cost of completion shall exceed such unpaid balance, then the Seller/Subcontractor shall pay the difference to the Purchaser/Contractor. The cost of completion incurred by the Purchaser/Contractor shall include all damage and costs incurred through the default of the Seller/Subcontractor including, but not limited to reasonable attorney's fees, if any, incurred by the Purchaser/Contractor.

**Waivers:**

Seller//Subcontractor shall furnish to Purchaser/Contractor, at its request, waiver or waivers of lien (partial or final) or other documents which Purchaser/Contractor may request in order to comply with the Mechanic's Lien laws of the State of Illinois or any other applicable state.

**Safety:**

Seller/Subcontract agrees that if Sellers/Subcontractor personnel, while performing any part of the terms of this agreement, are on a Purchasers/Contractor's job site or in Purchasers/Contractor's facility, Sellers/Subcontractor personnel will abide by any of Purchasers/Subcontractor's safety rules including mandatory use of hard hats and safety glasses. The Seller/Subcontractor shall clean up and remove from the premises all debris caused by the execution of Seller's/Subcontractor's Work, or furnishing of material. Upon failure to remove its debris and/or materials, purchaser/contractor may remove it and charge back the cost thereof to Seller/Subcontractor.

Seller/Subcontractor shall provide the Safety Data Sheets (MSDS/SDS) to purchaser/contractor for all materials the Seller/Subcontractor will use or install to comply with OSHA's Hazard Communication requirements before any work or deliveries of material to the site begin.

Seller/Subcontractor will comply with all existing 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.

**Changes/Scope Reduction:**

If for any reason equipment or materials included in this order is deleted from Purchaser's/Contractor's project scope or contract, Purchaser/Contractor may return material or equipment and receive credit for full purchase price from Seller/Subcontractor. In the event of the termination of the Purchaser's/Contractor's contract for the work involved, irrespective of reason, this Agreement may also be terminated, upon written notice from the Purchaser/Contractor to the Seller/Subcontractor, and the Purchaser/Contractor shall only be liable for labor and materials furnished to Purchaser/Contractor from Seller/Subcontractor up to the date of receipt of the written notice of termination but only to the extent the Purchaser/Contractor is liable therefore and only to the extent that Purchaser/Contractor is paid for said items. No additions, deductions or changes shall be made in the work, nor there be any charges for premium time except by written order from the Purchaser/Contractor, 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.

**Hazardous Materials:**

If Seller/Subcontractor or any of Seller/Subcontractor's employees encounter what may be suspected as asbestos or a substance they feel may contain asbestos, or any other hazardous material, they are to stop work and notify Purchaser/Contractor immediately. Purchaser/Contractor will notify Seller/Subcontractor when to proceed again.

**Payment Requirements:**

For Subcontracted Work, payments shall be made by Purchaser/Contractor to Seller/Subcontractor within (30) business days after Purchaser/Contractor receives payment from Client, Owner or its Contractor, provided the Client, Owner or its Contractor allotted funds for the Seller/Subcontractor in



the Purchaser's/Contractor's payment. Payment may be made to Seller/Subcontractor in the amount of the percentage of work completed or the amount of payment received by Purchaser/Contractor less the retention required by upstream contract whichever is less, of the value of the work completed by Seller/Subcontractor less the aggregate of previous payments made to Seller/Subcontractor. Purchaser/Contractor, before or at the time of making any payment under the terms hereof, shall have the right to demand and receive from Seller/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 Seller/Subcontractor within 45 days after final completion and acceptance of Purchaser's/Contractor's work and final payment to the Seller/Subcontractor is conditioned on and shall be made solely from funds received by Purchaser's/Contractor's from the Client, Owner or its Contractor and payment shall be made upon Seller/Subcontractor furnishing Purchaser/Contractor 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. Seller/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 Purchaser/Contractor and where required by Purchaser/Contractor's contract, such other documents, written guarantees as the Client, Owner or Prime Contractor may require.

### **Changes to Payment Information;**

Effective August 1, 2019, 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.

### **Non-Compliant Work:**

Notwithstanding anything to the contrary herein Purchaser/Contractor may reject or return a Seller/Subcontractor payment application or nullify a previously approved Seller/Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Purchaser/Contractor from loss or damage based upon: (a) the Seller/Subcontractor's repeated failure to perform the Seller/Subcontract Work as required by the Agreement; (b) loss or damage arising out of or relating to the Agreement and caused by the Seller/Subcontractor to the Client, Owner, Purchaser's/Contractor's Contractor or others to whom the Seller/Subcontractor may be liable; c) the Seller/Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Seller's/Subcontractor's Work; (d) rejected, nonconforming or defective Seller/Subcontractor's Work





which has not been corrected in a timely fashion; (e) reasonable evidence of delay in performance of the Seller/Subcontractor's Work such that the work will not be completed as required by the project schedule or as determined by Purchaser/Contractor, 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 Purchaser/Contractor as a result of the anticipated delay caused by the Seller/Subcontractor; (f) reasonable evidence demonstrating that the unpaid balance of the Seller/Subcontract is insufficient to cover the cost to complete the Seller/Subcontractor's Work; (g) third party claims involving the Seller/Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Seller/Subcontractor furnishes the Purchaser/Contractor 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 Purchasers/Contractor may sustain if, such claims or any of them are asserted. The Seller/Contractor shall give notice to the Seller/Subcontractor, at the time of disapproving of 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, payment will be made for amounts previously withheld.

### **Insurance coverage:**

Before commencing any work or delivering any materials, the Seller/Subcontractor shall furnish a Certificate of Insurance to the Purchaser/Contractor in compliance with the insurance coverage's required in this article or by any of the terms herein which, certificate of insurance shall be received by Purchaser/Contractor prior to and as a condition to Seller/Subcontractor performing any work or furnish any material herein. The certificate of insurance shall state that the insurance coverage's shall not be cancelled or materially changed without 30 days prior written notice to the Purchaser/Contractor. In the event any plans, specifications, addenda or any other contract documents to which Purchaser/Contractor is a party pertaining to the work to be performed or material to be furnished by the Seller/Subcontractor require higher or different limits or insurance coverages, then this Agreement shall be deemed to require the Seller/Subcontractor to obtain insurance with such higher or different coverages and, if requested by Purchaser/Contractor, Seller/Subcontractor shall add Purchaser/Contractor or any designee of Purchaser/Contractor, as additional insured on Seller/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 Purchaser/Contractor 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.

### **Retention, Examination and Audit of Records:**

Seller/Subcontractor agrees to maintain and make available during normal business hours all records and books of Seller/Subcontractor that relate to the order for three (3) years after the date of final payment. Should Purchaser/Contractor make payments to Seller/Subcontractor at variance with the terms and provisions of this Agreement, Purchaser/Contractor's rights and remedies under this Agreement, and under any bond given to Purchaser/Contractor in pursuance of the requirements of this Agreement, shall in no way be prejudiced or impaired.

### **Owner/Contractor Terms and Conditions:**



This Agreement incorporates by reference the terms and conditions of the Purchaser/Contractor's agreement with the Client, Owner or its contractor, as the case might be, with respect to the material to be furnished or the work to be done by the Seller/Subcontractor.

**Governing Law:**

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.

**Labor Harmony:**

The Seller/Subcontractor agrees: (a) 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 Purchaser/Contractor or other tradesmen and will, at the request of Purchaser/Contractor, forthwith discharge and remove from the premises any person designated by Purchaser/Contractor. The right of Purchaser/Contractor to request such discharge of Seller/Subcontractor's employees shall not be construed to constitute Purchaser/Contractor as an employer of any person employed by Seller/Subcontractor, (b) Seller/Subcontractor will pay said labor in accordance with the schedule wages as fixed from time to time by the respective governing the class of labor employed. Seller/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 Seller/Subcontractor. (c) From time to time, Seller/Subcontractor may be requested to provide proof that the Seller/Subcontractor is current with all benefit contributions to the union or unions the Seller/Subcontractor is affiliated with, (d) to adhere strictly to all regulations in connection with the employment of labor as required by the Project including any and all subsequent amendments and modifications thereof which are a part of or made a part of the Project, including but not limited to, Purchaser's/Contractor's contract with the Client, Contractor, Owner or other entity. Seller/Subcontractor agrees to indemnify and hold Purchaser/Contractor harmless, including attorney fees and costs, from any penalty or damages imposed or assessed against Purchaser/Contractor due to any infraction or violations of these requirements by Purchaser/Contractor.

**Changes:**

Without invalidating this Agreement, Purchaser/Contractor, its Client, Contractor and/or Owner may at any time, by written order, and without notice to Seller/Subcontractor, make changes in the drawings and/or specifications of the General contract and Purchaser/Contractor may, by reason of such changes or otherwise add to or reduce the work to be performed hereunder without invalidating this Agreement or Seller/Subcontractor's bond. Purchaser/Contractor shall furnish Seller/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 Seller/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 Purchaser/Contractor unless accepted by Client, Owner or its Contractor and only to the extent of adjustment given to Purchaser/Contractor by said Client, Owner or its Contractor. Any claim by the Seller/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 under Purchaser's/Contractor's contract, unless the period of time for such notification is extended in writing by the Purchaser/Contractor. Except as otherwise provided herein, no charge for any extra work or material shall be allowed. No charges by Seller/Subcontractor for extras arising from omission, discrepancy, or inadequacy in the plans, specifications or drawings shall be binding upon



Purchaser/Contractor unless accepted by Client, Owner and/or its Contractor. All documentation or supporting data required by Purchaser/Contractor, Client, Owner or its Contractor to substantiate any claim made by Seller/Subcontractor shall be promptly furnished by Seller/Subcontractor.

**Contract Time:**

It is expressly understood and agreed that time is and shall be considered the essence of this Agreement and that Seller/Subcontractor is apprised of the fact that Purchaser/Contractor may be obligated to pay liquidated damages for each day the work is not completed beyond the time allotted in the contract between Purchaser/Contractor with Client, Owner and/or Prime Contractor. Seller/Subcontractor agrees to pay to Purchaser/Contractor as liquidated damages, and not as penalty, the amount daily that Purchaser/Contractor is obligated to pay each and every calendar day that Seller/Subcontractor, Tiered-Subcontractors, material men or other providers delay the delivery of materials and/or progress of the work and authorize Purchaser/Contractor to deduct such amount from the amount due Seller/Subcontractor herein.

**Contract Sum:**

Seller/Subcontractor acknowledges that the Agreement price as herein stated is a firm price and not subject to changes due to increases in materials, wages, taxes, insurance, or other charges Seller/Subcontractor may incur in performing the work herein described.

**Compliance:**

Seller/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 as same applies to the work herein or the location of the job herein.

**Rights and Remedies:**

All rights and remedies given the Purchaser/Contractor per the terms herein are cumulative, not mutually exclusive, regardless of where those rights or remedies are set forth within this Agreement. This Agreement shall be liberally construed to provide the Purchaser/Contractor with the broadest possible rights and remedies permissible by law.

**Mechanics Liens:**

Seller/Subcontractor agrees to indemnify and hold Purchaser/Contractor harmless from any and all Mechanic's Liens, claims asserted, filed or claimed, arising out of work and material furnished by, through and because of Seller/Subcontractor. This indemnification shall include attorney's fees and court costs. Further, Purchaser's/Contractor shall have the right to withhold any or all payments due Seller/Subcontractor until said claims are resolved or to offset said claims and any attorney's fees, court costs or other costs Purchaser/Contractor may incur against monies due Seller/Subcontractor from Purchaser/Contractor.

In the event Purchaser/Contractor is notified of lien from Seller/Subcontractor, Purchaser/Contractor has the right to require Seller/Subcontractor to Bond of the Lien in the amount no less than One Hundred Fifty percent (150%) of the claim. Should Seller/Subcontractor not be justified in refusing to pay the sum sufficient to discharge the lien, Purchaser/Contractor the right to make payment sufficient to discharge the lien after Three (3) days written notice. Purchaser/Contractor will charge the Seller/Subcontractor an amount sufficient to cover all monies paid.

**Safety:**

Each Seller/Subcontractor of any tier shall designate an on-site safety representative who is charged with the responsibility of on-site safety management. Seller/Subcontractor and each Tiered-Subcontractor(s) shall establish and submit a written Site- Specific Safety and Health Plan that includes the Seller's/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. Each Tiered-Subcontractor has the responsibility to implement and manage an effective safety and risk management program in accordance with minimum requirements of Purchaser's/Contractor's safety requirements, the project safety requirements and all applicable laws and standards. Seller/Subcontractor shall furnish, if requested by Contractor, OSHA 30 Hour Certification for any employee of Seller/Subcontractor or Tiered-Subcontractor(s).

**Severability:**

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

**Schedule of Values:**

To the extent not provided herein, Seller/Subcontractor shall furnish, if requested by Purchaser/Contractor, a schedule of values, which shall include labor and material broken out with each or any payment request.

**Unmanned Aircraft:**

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

**Confidentiality:**

Seller/Sub-subcontractor shall retain in the strictest confidence all information furnished by Purchaser/Subcontractor, Contractor and Owner, as well as the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. Contractor shall not disclose such information to others without the prior written consent of Purchaser/Subcontractor. Seller/Sub-subcontractor shall not use information provided by Subcontractor, Contractor and Owner or obtained in the performance of Sub-subcontractor's obligations under this Agreement for any purpose other than the fulfillment of the terms and conditions of the Agreement. Seller/Sub-subcontractor agrees that Purchaser/Subcontractor will suffer irreparable harm if Seller/Sub-subcontractor breaches any of its covenants pursuant to this Section and that monetary damages alone would be inadequate to compensate Purchaser/Subcontractor for such breach. Accordingly, Seller/Sub-subcontractor agrees that, if Seller/Sub-subcontractor breaches or threatens to breach any provision of this Section, Purchaser/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 or Sub-subcontractor's officers, directors, employees, agents, representatives and any and all persons directly or indirectly acting for, on behalf of, or with Seller/Sub-subcontractor.

Recipient acknowledges that disclosure of Confidential Information in violation of this Agreement may give rise to an irreparable injury to the Disclosing Parties inadequately compensable in damages. Accordingly, the Disclosing Parties may seek (without the posting of any bond or other security) injunctive relief to prevent the breach or threatened breach of the foregoing undertaking of confidentiality and nondisclosure, in addition to any other legal and equitable remedies available to Disclosing Party including without limitation monetary, exemplary, consequential or punitive damages and attorney fees. It is further agreed that nothing herein contained shall limit or impair the right or obligation of Recipient to:

disclose any Confidential Information of the Disclosing Parties when required by law or legal or administrative process, including without limitation pursuant to U.S. Federal, State or local tax law, rule or regulation, provided that the Recipient will provide the Disclosing Parties with prompt written notice prior to such disclosure, or

use the same in connection with the enforcement of the terms and conditions of this Agreement.

**Lawful Disclosure:**

The Disclosing Parties represent and warrant that it may rightfully disclose or make available the Confidential Information to the Recipient without the violation of any contractual, legal, fiduciary, or other obligation to any person.

**Disposition of Confidential Information:**

Upon written request of the Disclosing Parties, the Recipient shall return to the Disclosing Parties within twenty (10) business days upon request or termination, where applicable, all Confidential Information disclosed by the Disclosing Parties to Recipient, together with all copies, summaries and extracts thereof (whether prepared by the Disclosing Parties or by others).

**Non-Compete:**

As a Seller/Sub-subcontractor of subcontractor and working with us to provide the completed upstream requirements you are not only exposed to confidential information but exposed to work product means and methods of the subcontractor. For a Period of Two Years after the date sub-subcontractor is no longer contracted by the subcontractor, the sub-subcontractor will not directly or indirectly engage in any business that competes with the subcontractor. This Covenant shall apply to the geographical area commonly known as the Chicagoland area within a 100 mile radius of Franklin Park, IL. The sub-subcontractor by accepting the terms and conditions of this sub-subcontract agree compensation for work and all terms and conditions are included in total amount.

**Federal Contracts:**

The 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 the 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/Seller by executing or accepting the Tiered Subcontract/Purchase Order fully and completely 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, prime contract or underlying contract or purchase order and that may be applicable to or are required to be incorporated in any manner into this Agreement.

All Sub-subcontractors and suppliers shall perform a commercially useful function.

**Coring and Saw Cutting;**

Any Sub-Subcontractor / Seller performing concrete coring or saw-cutting work must perform its own x-ray or ground penetrating radar scan 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 prior to performing any saw-cutting or coring work. Subcontractor may require verification that scanning has been completed in advance of any such work being performed.



**EXHIBIT- B**  
**SCOPE OF WORK**

The following is a general description of Seller/Subcontractor's work and those portions of the Contract Documents, together with any deviations therefrom or additions thereto, which apply to it. Seller/Subcontractor is responsible for all of the Seller/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



**EXHIBIT – C**  
**Additional Provisions**

**1. Safety:**

As Required in Specifications or Contract Documents

**2. Unit Prices:**

As Required in Specifications or Contract Documents

**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





**EXHIBIT – D**

**Insurance Requirements**

**Project Name: All Work Performed on Behalf of Hill Mechanical Services**

- A.** Prior to commencement of the Work, Seller/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 Work and until the expiration of the seller/subcontractor's warranty, or for such longer duration specified in the contract documents as may be required for completed operations coverage, insurance with coverage and amounts not less than the greater of those required by the Contract Documents, governing law or as specified herein.
- B.** All insurance coverage required shall be purchased and maintained in a company or companies licensed to do business in the State of jurisdiction, with an AM Best's rating of not less than A- VII and reasonably acceptable to Purchaser/Contractor. Such insurance will protect and provide coverage to the Purchaser/Contractor (is purchaser/contractor defined in the contract?), Additional Insured Parties (as defined in Exhibit – D, I.), Indemnities, and others as required by the Contract Documents for claims set forth below which may arise out of or resulting from operations and completed operations for the Work by the Seller/Subcontractor, or by anyone directly or indirectly employed by Seller/Subcontractor or by anyone for whose acts Seller/Subcontractor may be liable:
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 Seller/Subcontractor's employees under any applicable employer's liability law;
  3. claims for damages for bodily injury, sickness or disease, or death of persons.;
  4. claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Seller/Subcontractor or (2) by another person;
  5. claims for damage, other than to the Work, because of injury to, impairment of, 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 list types of policies;
- C. Required Coverage and Limits of Liability:**
- 1. Worker's Compensation and Employers Liability Insurance:**
    - a. Worker's compensation in a form and with limits in accordance with the laws of the State of jurisdiction, including occupational disease coverage, voluntary compensation coverage, and if applicable, United States Long Shoreman's and Harbor Workers' coverage and Maritime coverage.
    - 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 will include a Waiver of Kotecki defense cap endorsement affording coverage for claims arising out of Seller/Subcontractor's waiver of its Kotecki rights in this Agreement.  
Endorsements that are silent on coverage shall be interpreted as inclusion.

**2. Commercial General Liability Insurance:**

- a. Commercial General Liability Insurance including, but not limited to, the following coverage:
  - i. Premises/Operations, including explosion, collapse and underground (this is identified in i)
  - ii. Independent Contractors' Protective Liability;
  - iii. Products/Completed Operations to be maintained for at least two (2) years after completion of the Work or warrantee work, including coverage for the additional insured's as specified in item 2.c. below.;
  - iv. Contractual Liability;
  - v. Property Damage, including Products/Completed Operations;
  - vi. Personal Injury Liability, including contractual liability coverage.
  - vii. Exclusions endorsed to the policy must be disclosed on the certificate with copies attached.
- b. Limits of Liability will not be less than a combined single limit of two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and with the following aggregate limits:
  - i. General Aggregate limit of two million dollars (\$2,000,000), which shall be specifically endorsed to provide that the General Aggregate Limit applies on a per project basis.;
  - ii. Personal and Advertising Injury sub-limit of two million dollars (\$2,000,000);
  - iii. Products/Completed Operations of two million dollars (\$2,000,000) each occurrence and in the aggregate.
- c. Additional Insured Parties will be included as additional insured's on Seller/Subcontractor's commercial general liability policy using the ISO CG 2010 10-01 edition and CG 2037 10-01 edition endorsement forms or their equivalent. The coverage afforded to the additional insured's on these endorsements will state, by modification to the endorsements or by separate endorsement, that the coverage afforded the additional insured's is primary and non-contributing to coverage maintained by any additional insured. This requirement will remain in force throughout the two (2) year term after completion of the Work or warrantee work.

**3. Commercial Automobile Liability Insurance:**

- a. Seller/Subcontractor will maintain commercial automobile liability insurance including contractual liability coverage and coverage for all owned, non-owned and hired vehicles.
- b. Limits of Liability will not be less than a combined single limit of two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and with the following aggregate limits:
- c. Additional Insured Parties will be included as additional insured's on Seller/Subcontractor's commercial automobile 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.

**4. Property Insurance:**

- a. Seller/Subcontractor will maintain property insurance covering all property owned by, or in control of, Seller/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 with replacement cost coverage, and a deductible no greater than \$50,000.

**5. Contractors' Pollution Liability Insurance:**

**If required by upstream contract or seller/subcontractors scope of work.**

- a. Seller/Subcontractor will maintain pollution liability insurance during the Work and for four (4) years after completion of the work, 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.

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 the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to 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 a 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.

- b. Additional Insured Parties will be included as additional insured's on Seller/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.

**6. Professional Liability Insurance:**

**If required by upstream contract or seller/subcontractors scope of work.**

- a. Seller/Subcontractor will maintain professional liability insurance with limits of liability of one million dollars (\$1,000,000) each claim.
- b. Professional Liability Policy is endorsed to cover the vicarious liability of Owner, contractor or subcontractor 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.

**7. Excess/Umbrella Liability Insurance:**

- a. Seller/Subcontractor will maintain excess/umbrella liability insurance with limits of liability of five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- b. Seller/Subcontractors excess/umbrella coverage must be no less than the terms and conditions provided by the underlying primary policies, including additional insured the provisions.

**8. Electronic Data Liability and or Cyber Liability**

**If required by upstream contract or seller/subcontractors scope of work.**

- a. Policy shall be written on ISO Policy Form CG 00 65 12 07
- b. Retro date shall be on or before the date subcontractor commenced the work.
- c. Additional Insured requirements of the attachment shall also apply and shall be affirmed on the policy by way of endorsement.
- d. Alternatively, general liability policy may be endorsed with ISO Endorsement CG 04 37 04 13.

**9. Cargo Coverage:**

**If required by upstream contract or seller/subcontractors scope of work.**



- 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

**11. Equipment Liability Insurance**

Limits shall be not less than the replacement value of Seller/Sub-subcontractor's owned, rented, leased, or borrowed equipment, except such items which are included in and remain part of the permanent construction.

- D. The limits of liability required can be satisfied by a combination of primary and umbrella/excess liability policies.
- E. Seller/Subcontractor waives and will require its workers' compensation insurer, commercial general liability insurance insurer, commercial automobile insurer, umbrella/excess liability insurer, and property insurer to waive their rights of subrogation against Purchaser/Contractor, Contractor, Owner, Owner's agent, Lender and others as required by the Contract Documents.
- F. Seller/Subcontractor must provide to Purchaser/Contractor, 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 Purchaser/Contractor evidencing the required insurance coverage and limits. Further, all policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice will be given to Purchaser/Contractor in the event of cancellation or non-renewal 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 SHALL INCLUDE the required additional insured parties, and copies of the additional insured, primary and non-contributory, and waiver of subrogation endorsements for the general liability, automobile liability and pollution liability policies.
- G. In no event shall any failure of Purchaser/Contractor 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 Seller/Subcontractor's obligations to obtain insurance pursuant to this Agreement. The obligation of Seller/Subcontractor to procure and maintain any insurance required by this Agreement is a separate responsibility of Seller/Subcontractor and independent of the duty to furnish a certificate of insurance. Failure to follow up on a non-compliant certificate is not a waiver of any of the contract requirements.
- H. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Seller/Subcontractor will supply Purchaser/Contractor with certificates of insurance 30 days prior to expiration 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. Seller/Subcontractor shall cause each tiered-



subcontractor, vendor or supplier to procure and maintain insurance coverage in accordance with the requirements of this Agreement.

**I. Additional Insured Parties shall include:**

Hill Mechanical Services, (Purchaser/Contractor) 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 additional insured by Seller/Subcontractor to or on the policies of insurance required by this Agreement including:

Contractor,

Owner,

Owner's agent,

Lender,

and all others required by the Contract Documents.

**J. Named Loss Payee for Used, Borrowed, Leased Equipment and/or Material Shall Be:**

Hill Mechanical Services, 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 Seller/Subcontractor to or on the policies of insurance required by this Agreement.

**K. Certificate Holder Shall Be:**

Hill Mechanical Services  
11045 Gage Ave.  
Franklin Park, IL 60131  
Darselle Haywood  
Darselle.Haywood@hillgrp.com

**L.** All deductibles related to the insurance required herein are the responsibility of Subcontractor/Vendor.

**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 or provide a claims tail of at least four (4) years after completion of the Work or related warrantee work.