

1. Services to Be Performed:

The Company has retained the Contractor to provide the labor, equipment and services referred to herein, and to perform the Subcontract Work as an independent contractor. The Contractor shall perform such work (hereinafter called the "Subcontract Work") as described above in accordance with this Agreement:

- Temporary Roofing for Hurricane Laura Recovery Operations Gulf Coast Region:

2. Payment:

Contractor compensation will be made by the Company based on the following and in accordance with:

- Attachment A: Hurricane Laura ACI Emergency Blue Roof Unit Pricing

Payments will be made within approximately seven (7) working days following all work completed and approved by 7 p.m. on the previous Saturday.

3. Expenses:

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes housing, automobile, truck, and other travel expenses; tools and equipment; software licensing fees; office supplies, computers, printers and ink; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles, Materials, Equipment:

Contractor will furnish all vehicles, equipment and tools used to provide the services required by this Agreement.

5. Materials:

Company shall furnish Contractor temporary roof covering (tarp), 1x2's, 2x4's, plywood and butyl tape. Contractor is responsible for all additional materials required to perform the work in accordance with the project specifications. These materials can be purchased through Company. Any plastic not accounted for will be deducted from payments due the Contractor at the rate of \$0.18 per square foot. Should Contractor exceed \$0.05 per square foot of installed tarp for the other materials listed above, the excess will be deducted from the payments due contractor.

6. Independent Contractor Status:

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Company's employees. Independent contractor shall provide on an "as needed" basis the installation of temporary roofs. Contractor shall devote such time, attention and energies as required. Contractor will attend all training sessions, safety meetings and orientations that may be required by Company and will not be compensated or reimbursed for Contractor's attendance. Nothing contained in this Agreement shall be deemed or interpreted to constitute the Contractor as a partner, agent or employee of the Company.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Company shall not hire, supervise, or pay any assistants to help Contractor.

7. Business Licenses, Permits, and Certificates:

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

8. State, Territory and Federal Taxes:

Company will **not** withhold FICA (Social Security and Medicare taxes) from Contractor's payments, make FICA payments on Contractor's behalf or make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Company with proof that such payments have been made.

9. Fringe Benefits:

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Company.

10. Unemployment Compensation:

Company shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. Workers' Compensation:

Company shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this

Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Company with a certificate of workers' compensation insurance before the employees begin the work.

12. Insurance:

Company shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[] Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence.

[] Automobile liability insurance for each vehicle used in the performance of this Agreement in accordance with minimum required limits from the state in which the vehicle is registered.

[] Worker's compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000. Certificates of insurance are required before beginning work.

12. Insurance (con't):

All Certificates of Insurance must reference **A-1 QUALITY RESTORATION III** as additional insured, the correct project name or subcontract number as well as reflecting coverage for Comprehensive General Liability, Automobile Liability and Worker's Compensation. Failure to provide and maintain the aforementioned insurance coverages will result in Contractor's forfeiture of retainage.

13. Indemnification:

Contractor shall indemnify and hold Company harmless from any loss or liability arising from performing services under this Agreement.

14. Term of Agreement:

This agreement will become effective when signed by both parties and will automatically terminate on the date Contractor completes the services required by this Agreement.

15. Terminating the Agreement:

With reasonable cause, either Company or Contractor may terminate this Agreement, effective immediately upon giving written notice. **Reasonable cause includes:**

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for **personal injury** or **property damage**.

16. Exclusive Agreement:

This is the **entire Agreement** between Contractor and Company.

17. Modifying the Agreement:

This Agreement may be modified only by a **writing** signed by both parties.

18. Resolving Disputes:

If a dispute arises under this Agreement, any party may take the matter to a Florida state court under the jurisdiction of Bay County.

19. Confidentiality:

Contractor acknowledges that it will be necessary for Company to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Company. Therefore, Contractor agrees and affirms to not disclose any of said information Contractor may become privy during

the “Company” and “Contractor” relationship, as said information is proprietary and/or confidential.

20. Proprietary Information:

The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be **the sole property of the Company**, and Contractor hereby assigns to the Company all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Company’s ownership in the Work Product.

21. No Partnership:

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Company's behalf.

22. Assignment and Delegation:

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Company's prior written approval.

23. Applicable Law:

This Agreement will be governed by Florida law, without giving effect to conflict of laws principles.

24. Lien Rights:

As a condition of Contractor entering into this subcontractor agreement with Company, Contractor agrees that it shall not assert rights to or claim a lien, or encumbrance of any type or

kind, including any mechanic's lien on any portion of the land, buildings, equipment, fixtures, or materials that constitute or form a part of the project.

25. Corrections:

Should Contractor's work product require corrections, Company will perform corrections on behalf of Contractor as the sole remedy. Company will withhold expenditures associated with the corrections from all proceeds due Contractor.

26. Retainage:

Company will withhold five (5) percent all payments due Contractor and will pay the withheld amount within 30 days following the Company's final payment from Client.

27. PPE:

All crew members must wear long pants, toed shoes, a long/short sleeve shirt, safety vest, eye protection and gloves at all times while on the project. Hard hats must be worn when on the ground. A harness must be worn on all roofs above a 4/12 pitch. **GLOBAL** shirts must be worn by all crew members and will be provided at a cost of \$10.00 each. They are all safety colors and will eliminate the need for a safety vest.

28. Attorneys' Fees & Costs:

Should either party employ an attorney to institute suit to enforce any of the provisions hereof, to protect its interests in any manner arising under this Subcontract, the prevailing party shall be entitled to recover reasonable attorneys' fees, all costs, charges, and expenses expended or incurred therein, including, without limitation, attorneys' fees and costs spent in mediation. In the event mediation is unsuccessful in resolving any dispute, the prevailing party shall be entitled to fees and costs spent in proving the amount of attorneys' fees and costs expended or incurred therein.

29. Compliance With Laws:

The Contractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontract

Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and all other laws with which the Contractor must comply according to the Subcontract Documents. The Contractor shall be liable to the Company for all loss, cost and expense attributable to any acts of commission or omission by the Contractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

30. Safety:

Contractor's personnel will be working at heights up to four stories. Contractor shall comply with all requirements of the most current edition of the U.S. Army Corps of Engineers EM 385-1-1, Safety and Health Requirement Manual (Section 013526) for additional requirements. The Contractor shall also comply with OSHA Std. 3.1, Interim Fall Protection Compliance Guidelines for Residential Construction. The work shall be done in accordance with EM 385-1-1. Special attention shall be paid to EM 385-1-1, Sections 05.D and 05.F. The Contractor shall wear hard hats or safety helmets on the ground, as directed by the US Army Corps of Engineers, ESA South, Inc and Global Specialty Services, LLC.

All Safety Helmets on site shall be ANSI Z89.1-1986 Certified Models. The use of explosive actuated (powder-actuated) tools shall be in accordance with EM 385-1-1, Section 13.E. All ladders and scaffolds shall be in accordance with EM 385-1-1.

31. Inspection And Acceptance:

The Company may inspect the Contractor's work as the work progresses. Work will not be accepted and payment will not be made until repairs have been satisfactorily completed. Work is considered accepted when payment is made. During the course of the contract, additional tasks may be required, as directed by Company or Client. Should Contractor not make repairs within 24 hours, Company will make repairs and Contractor will only receive 40% of the value for said work performed under specific ROE.

32. Summary Of Work:

a. Work shall begin upon receipt of signed subcontract agreement and other subcontract documents.

b. Work shall be performed during the hours of 7:00 a.m. and 7:00 p.m., seven (7) days per week, unless otherwise stated in Subcontract Agreement.

c. The Subcontractor shall provide all supervision, labor, equipment and materials (as listed in Paragraphs 3,4 & 5) above that are necessary to perform rapid temporary repairs on structures that were damaged by national disasters as ordered by USACE and directed by Company. Work shall commence by 7:00 a.m. (07:00) the day following receipt of a notice to proceed.

d. Documentation of completed work shall include pre-repair showing damaged area and post-repair digital photos detailing repairs completed. The subcontractor shall take before photos of all damaged areas. The subcontractor shall also take photos of all completed work and a photo showing the house number or other relevant house feature for easy identification. Lack of photos may be cause for non-payment, withholding of payment or any other applicable clause on properties without complete photos.

e. The subcontractor shall report by noon (12:00) daily, the number of rapid temporary repairs completed the day before, by WORK ORDER number in electronic format. A rapid temporary repair will be considered completed when a subcontractor has completed all of the work on a property in accordance with the rapid temporary repairs Work Order, in accordance with the National Policy or Event Policy and Corps standards for installation per the contract and when the contractor's Quality Control Inspector has verified the quality and quantity of the installation. It is recommended, but not required, that a subcontractor representative be present at the time the assessment is made by the Quality Control Inspector. Assessments will be made with or without the presence of a subcontractor representative.

33. Rules Of Conduct, Health, Safety, And General Work Practices:

**APPLICABLE TO ALL EMPLOYEES, CONTRACTORS, SUBCONTRACTORS,
VENDORS, VISITORS, AND ANY PERSONS PERMITTED ON THIS
PROJECT:**

- a. Corps of Engineers Safety and Health Requirements Manual EM 385-1-1.
- b. Safety and health regulations for construction by OSHA standards 29 CFR 1926 must be followed.
- c. Subcontractors **MUST** provide their own required first aid equipment, maintain reporting records required, and on-the-jobsite treatment to their employees in case of an injury.
- d. Subcontractors are **OBLIGATED** to maintain safety precautions and programs for their employees and shall erect danger signs, safety guards, and barricades to protect persons and property; require personal protection equipment and proper clothing.
- e. Subcontractors are obligated to clean up waste materials, and rubbish caused by their operation or employees, as well as tools, equipment and surplus materials.

- f. All persons **MUST** maintain health and sanitation practices.
- g. Subcontractors are **OBLIGATED** to provide drinking water for their employees.
- h. Subcontractors are **REQUIRED** to secure, cover and protect all materials related to their job from weather conditions at all times (whether supplied to them or others). This is to include the closing and securing of doors and windows in each building and being responsible should any damage occur. Materials stored on the job are to be kept orderly and stockpiled safely – out of way of other work to be performed.
- i. Nails **MUST** be removed from disassembled lumber as soon as possible.
- j. **NO** horseplay permitted, including reckless driving of vehicles or equipment. Fighting, arguments, gambling, fishing, or swimming will **NOT** be tolerated.
- k. No radios, loud music, or disturbances of any kind permitted.
- l. No use or possession of any intoxicants on the job! To be under the influence of any intoxicants or drugs will **NOT** be tolerated!
- m. Only workers properly instructed by their foreman shall be allowed to operate machinery, tools, and equipment.
- n. **NO VISITORS!** Only persons directly affiliated with the project will be allowed on the jobsite. Visitors **MUST** go to the Field Office for approval for admission.
- o. All doors and windows **MUST** be properly closed and secured by last worker leaving each unit.
- p. Damage to material, work or property will not be permitted. Any damage that does occur will be repaired by the appropriate trade and the cost of the repair will be charged to the Subcontractor or vendor that caused the damage.
- q. Theft of any materials, equipment, or property from the premises is prohibited. Any person violating this rule is subject to prosecution to the fullest extent of the law.

NOTE: Any violation of the above rules will lead to immediate dismissal of person or persons and may lead to the termination of Subcontractor's Agreement.

34. Schedule Of Work:

In a timely fashion, the Contractor shall provide the Company with any scheduling information proposed by the Contractor for the Subcontract Work. In consultation with the Contractor, the Company shall revise and update such schedule, as necessary, as the work progresses. Both the Contractor and the Company shall be bound by the Schedule of Work. The Schedule of Work and all subsequent changes and additional details thereto shall be submitted to the Contractor promptly and reasonably in advance of the required performance. The Company shall have the right to determine, and if necessary, change the time, order and priority in which the various portions of the work shall be performed and all other matters relative to the timely and orderly conduct of the Subcontract Work.

35. Subcontract Performance:

The Contractor shall use its best care, skill and diligence in supervising and directing the Subcontract Work. The Contractor shall have responsibility and control over the performance of the Subcontract Work, including the construction methods, techniques, means and sequences for coordinating and completing the various portions of the Subcontract Work, unless the Subcontract gives other specific instructions concerning these matters.

36. Inconsistencies & Omissions:

Should inconsistencies or omissions appear in the Subcontract Documents, it shall be the duty of the Contractor to so notify the Company in writing within three (3) working days of the Subcontractor's discovery thereof. Upon receipt of said notice, the Company shall instruct the Subcontractor as to the measures to be taken and the Contractor shall comply with the Company's instructions. If the Contractor performs work knowing it to be contrary to any

applicable laws, statutes, ordinances, building codes, rules or regulations without notice to the Contractor and advance approval by appropriate authorities, including the Company, then the Contractor shall assume full responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the violation.

37. Severability & Waiver:

The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any of the terms, covenants or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

38. Non-Circumvent:

At any time prior to the expiration of one (1) year from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the Company in respect of the and any related business opportunity shall constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Company; or seek to by-pass, compete, avoid or circumvent the Company from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

39. Non-Compete:

The Contractor agrees that during the term of the Agreement the Contractor will not engage in, consult with, participate in, or otherwise assist any business entity that is engaged in any activities which are competitive with the business of the Company or any of its divisions, affiliates or subsidiaries are then engaged.

40. Counterparts and Electronic Signatures:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

41. COVID-19:

The execution of this contract will be performed under current CDC recommendations. All crews will be required to wear a mask when on the ground. Face coverings do not have to be worn while performing work on the roof. Each crew must have hand sanitizer in their vehicles at all times. Each crew member must sanitize their hands prior to exiting the vehicle at each project site.

This agreement together with any exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

Both parties agree to the terms and conditions of the independent agreement included herein and further understand the Contractor is not an employee, agent or directed representative of A-1 QUALITY RESTORATION III, their affiliates or assignees.

By execution of this Subcontract Agreement via signature below, Contractor affirms that they have read, understand, and agree to the terms and conditions of this Agreement and Attachments.

SO UNDERSTOOD and AGREED:

Company: A-1 QUALITY RESTORATION III, LLC

SIGNATURE & TITLE

DATE

(CONTRACTOR)

Company Name

SIGNATURE & TITLE

DATE

Attachment A:

Hurricane Laura ACI Emergency Blue Roof Unit Pricing

CONTRACTOR

DESCRIPTION	UOM	UNIT PRICE
Install Plastic Sheeting Shingle Roof	SF	\$0.18
Install Plastic Sheeting Metal Roof	SF	\$0.45
Install Structural Panels (Plywood)	SF	\$0.95
	LF	\$0.95

Install Structural Rafters (2x4's)		
Minor Debris Clearance	EA	\$35.00
Major Debris Clearance	EA	\$80.00
Small Roof Repair	EA	\$75.00