

**MASTER AGREEMENT BETWEEN CONTRACTOR
AND SUBCONTRACTOR**

This Master Agreement (“Agreement”) is made on _____ 2015.

BETWEEN the “Contractor”:

Comprehensive Risk Services, LLC, dba CRS/COCAT
an Arizona limited liability company
333 East Osborn Road, Suite 300
Phoenix, Arizona 85012

and the “Subcontractor”:

Contractor and Subcontractor agree as follows.

ARTICLE 1 THE PROJECTS

§ 1.1 Contractor provides construction services to commercial and residential owners (“Contractor’s Customers”). These services include restoring damaged structures (and other improvements) and remediating hazardous environmental conditions (“Restoration Services”). Subcontractor is a Colorado-licensed contractor qualified to perform [General Construction] work and services.

§ 1.2 In its sole discretion, Contractor may engage Subcontractor to perform a specific scope of work on one or more projects. To engage Subcontractor, Contractor will issue a scope of work and negotiate a Contract Price for the work. If Contractor and Subcontractor agree on the scope of work and the Contract Price, Contractor will issue a Notice to Proceed to Subcontractor in the form of **Exhibit 1**. The notice must include the scope of work and the negotiated Contract Price. Subcontractor shall promptly sign and return the Notice to Proceed to Contractor. When signed by both parties, the Notice to Proceed binds Contractor and Subcontractor under this Agreement.

§ 1.3 The specific scope of work covered by each Notice to Proceed includes the particular work and services described in the scope and includes furnishing all labor, materials, equipment, transportation, storage, taxes, fees, and all other services (“Work”) in connection with the project for Contractor’s Customer (“Project”). As part of the Work for any Project, Subcontractor shall provide all other work and services that are incidental to or reasonably inferable from Subcontractor’s Scope of Work attached to the Notice to Proceed for each Project.

§ 1.4 This Agreement does not create an exclusive relationship between Contractor and Subcontractor. In its sole discretion, Contractor may engage other subcontractors to perform work or services the same as or similar to the work and services that Subcontractor is licensed and qualified to perform. This Agreement governs the Contractor’s and Subcontractor’s respective rights and duties to one another only if Contractor issues a Notice to Proceed to Subcontractor. Contractor does not commit to issue any Notice to Proceed, a Notice to Proceed for a specific project, or notices to proceed for a certain volume of work.

§ 1.5 Subcontractor shall not commence the Work without a fully signed Notice to Proceed and without providing to Contractor the insurance certificates required under this Agreement.

ARTICLE 2 THE SUBCONTRACT DOCUMENTS

§ 2.1 For each Project, the Subcontract Documents consist of (1) this Agreement; (2) the Notice to Proceed; (3) the specific Prime Contract, consisting of the agreement between one of Contractor's Customers ("Owner") and Contractor and the other Contract Documents enumerated in the Prime Contract; (4) Change Orders issued after the execution of the Agreement and executed by the parties; and (5) other documents listed in Article 15 of this Agreement, if any. For each individual Project, these documents form the parties' Subcontract ("Subcontract"), and are as fully a part of the Subcontract as if attached to it or attached to this Agreement. Each Subcontract represents the entire, integrated agreement between the parties for a particular Project. Each Subcontract supersedes prior negotiations, representations or agreements, either written or oral, for that Project.

§ 2.2 Each Subcontract may be amended or modified only by a Change Order executed by Contractor and Subcontractor. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Project design professional or any other professional and Subcontractor, (2) between an Owner and Subcontractor, or (3) between any persons or entities other than Contractor and Subcontractor.

ARTICLE 3 MUTUAL RIGHTS AND RESPONSIBILITIES

Contractor and Subcontractor shall be mutually bound by the terms of this Agreement. To the extent that a specific Prime Contract applies to Subcontractor's Work, Contractor shall assume toward Subcontractor all obligations and responsibilities that the specific Owner, under such documents, assumes toward Contractor, and Subcontractor shall assume toward Contractor all obligations and responsibilities that Contractor, under such documents, assumes toward Owner. Contractor shall have the benefit of all rights, remedies, and redress against Subcontractor that the specific Owner, under such documents, has against Contractor. Subcontractor shall have the benefit of all rights, remedies, and redress against Contractor that Contractor, under such documents, has against Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract documents is inconsistent with a provision of this Agreement, this Agreement governs.

ARTICLE 4 CONTRACTOR

§ 4.1 SERVICES PROVIDED BY CONTRACTOR

§ 4.1.1 Contractor shall cooperate with Subcontractor in scheduling other work on a Project to avoid conflicts or interference with Subcontractor's Work. After execution of each Notice to Proceed, Contractor shall provide Subcontractor copies of Contractor's construction schedule applicable to the specific Project, together with any additional scheduling details that will enable Subcontractor to plan and perform Subcontractor's Work properly. Contractor shall promptly notify Subcontractor of subsequent changes in the construction schedule and additional scheduling details.

§ 4.1.2 If provided by a specific Owner, Contractor shall provide suitable areas for storage of Subcontractor's materials and equipment during the course of the Work.

§ 4.2 COMMUNICATIONS

§ 4.2.1 Contractor shall promptly make available to Subcontractor information that affects a specific Project under Subcontract and that becomes available to Contractor after the Subcontract has been signed.

§ 4.2.2 Contractor shall not give instructions or orders directly to Subcontractor's employees or to Subcontractor's sub-subcontractors or material suppliers unless these persons are designated as authorized representatives of Subcontractor.

§ 4.2.3 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than Subcontractor), Contractor shall, before harmful exposure of Subcontractor's employees to any substance, give written notice of the substance's chemical composition to Subcontractor in sufficient detail and time to permit Subcontractor's compliance with such laws.

§ 4.2.4 Contractor shall furnish to Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for Subcontractor to evaluate, give notice of, or enforce mechanic's lien rights. This information will include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and Owner's interest in the property.

§ 4.2.5 If Contractor asserts or defends a claim against Owner that relates to the Work of Subcontractor, Contractor shall promptly make available to Subcontractor all information relating to the part of the claim that relates to the Work of Subcontractor.

§ 4.3 CLAIMS BY CONTRACTOR

§ 4.3.1 The Prime Contract for a particular Project may provide for Owner to assess liquidated damages against Contractor for inexcusable delay. Contractor may assess liquidated damages for delay against Subcontractor if Owner assesses liquidated damages against Contractor and all or part of the delay is caused by Subcontractor or any person or entity for whose acts Subcontractor may be liable. In no case may Contractor assess Subcontractor liquidated damages for delays or causes arising outside the scope of this Subcontract.

§ 4.3.2 If Contractor asserts a claim for the cost of services or materials provided as a result of Subcontractor's failure to perform the Work, Contractor shall give Subcontractor: (1) seven days' written notice before Contractor provides services or materials, except in an emergency; and (2) documentation of services and materials provided by Contractor and charges for these services and materials no later than the fifteenth day of the month following Contractor providing the services or materials.

§ 4.4 CONTRACTOR'S REMEDIES

If Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from Contractor to commence and continue correction of a default or neglect with diligence and promptness, then without prejudice to any other remedy Contractor may have, Contractor may make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due Subcontractor.

ARTICLE 5 SUBCONTRACTOR

§ 5.1 EXECUTION AND PROGRESS OF THE WORK

§ 5.1.1 Before using the services of a sub-subcontractor, Subcontractor shall furnish to Contractor in writing the names of the persons or entities proposed for any part of the Work. Contractor shall respond to Subcontractor in writing within five business days stating any objection to the proposed person or entity. If Contractor fails to respond in that time, the person or entity is deemed approved. Subcontractor shall not contract with any person or entity to which Contractor has timely objected.

§ 5.1.2 For all Work that Subcontractor intends to subcontract, Subcontractor shall enter into written agreements with sub-subcontractors by which Subcontractor and each sub-subcontractor are mutually bound, to the extent of the Work to be performed by the sub-subcontractor, assuming toward each other all obligations and responsibilities that Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies, and redress each against the other that Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 5.1.3 Subcontractor is responsible for managing sub-subcontractors in performing their work. Subcontractor is responsible to Contractor for acts, omissions, and defective work of Subcontractor's employees, sub-subcontractors, and their agents and employees, and other persons or entities performing parts of the Work on behalf of Subcontractor or any sub-subcontractor.

§ 5.1.4 Subcontractor shall supervise and direct the Work, using Subcontractor's best skill and attention. Subcontractor shall be solely responsible for, and shall have control over, its construction means, methods, techniques, sequences, and procedures, and for coordinating all parts of the Work under the Subcontract. Subcontractor shall enforce strict discipline and good order among Subcontractor's employees and other persons carrying out the Work. Subcontractor shall not permit employment of unfit persons or persons not skilled in the tasks assigned to them.

§ 5.1.5 Subcontractor shall perform its Work as expeditiously as is possible, consistent with professional skill, care, diligence, and orderly progress of the specific Project. Subcontractor shall perform all Work in strict accordance with all industry and Arizona Registrar of Contractors' workmanship standards pertinent to the Work. Additionally, Subcontractor shall perform all Work in strict accordance with the standard of care and the degree of skill, care, and diligence applicable to qualified contractors performing the same or similar services that are included in the Work and possessing extensive experience with projects similar in scope, function, schedule, budget, quality, and complexity to each Project.

§ 5.1.6 Subcontractor shall cooperate with Contractor in scheduling and performing Subcontractor's Work to avoid conflicts, delays in, or interference with the work of Contractor, other subcontractors, or separate contractors. Subcontractor shall take necessary precautions to properly protect the work of others from damage caused by operations under this Subcontract.

§ 5.1.7 To the extent specified in a Notice to Proceed or the Subcontract Documents, Subcontractor shall promptly submit shop drawings, product data, samples, and similar submittals with reasonable promptness and in such sequence as to cause no delay in the Work or activities of Contractor or other subcontractors.

§ 5.1.8 Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors. If Subcontractor fails to clean up as provided in the Subcontract Documents, Contractor may charge Subcontractor for Subcontractor's appropriate share of cleanup costs.

§ 5.1.9 Subcontractor agrees that Contractor shall have the authority to reject Subcontractor's Work that does not conform to the Subcontract.

§ 5.1.10 Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from Contractor, and shall furnish satisfactory evidence, when requested by Contractor, to verify compliance with the above requirements.

§ 5.1.11 Subcontractor shall take necessary precautions to properly protect the work of other contractors from damage caused by operations under this Subcontract.

§ 5.1.12 Subcontractor shall cooperate with Contractor, other subcontractors, each Owner, and separate contractors whose work might interfere with Subcontractor's Work.

§ 5.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 5.2.1 Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of each Subcontract.

§ 5.2.2 Subcontractor shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts, and workers' compensation acts insofar as applicable to the performance of each Subcontract.

§ 5.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 5.3.1 Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. Subcontractor shall report to Contractor within three days an injury to an employee or agent of Subcontractor (which injury occurred at the site).

§ 5.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by Subcontractor, Subcontractor's sub-subcontractors, or anyone directly or indirectly employed by them, then Subcontractor shall, before harmful exposure of any employees on the site to such substance, give written notice of the substance's chemical composition to Contractor in sufficient detail and time to permit compliance with all applicable laws by Contractor, other subcontractors, and other employers on the site.

§ 5.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyls (PCB), encountered on the site by Subcontractor, then Subcontractor shall immediately stop Work in the affected area and promptly report the condition to Contractor in writing. When the material or substance has been rendered harmless, Subcontractor's Work in the affected area may resume upon written agreement of Contractor and Subcontractor. If Subcontractor is not responsible in anyway for the hazardous material or substance, then Contractor shall extend the Subcontract Time appropriately.

§ 5.3.4 Subcontractor shall indemnify Contractor for the cost and expense that Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by Subcontractor, or (2) where Subcontractor fails to perform its obligations under Section 5.3.3, except to the extent that the cost and expense are due to Contractor's fault or negligence.

§ 5.4 WARRANTY

Subcontractor warrants to Contractor and to each Owner of a Project covered by a Subcontract that materials and equipment furnished under the Subcontract will be of good quality and new. Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements is defective. Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by Contractor, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 5.5 INDEMNIFICATION

§ 5.5.1 To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless each Owner, Contractor, Project design professional, other Project consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Subcontractor, Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified under this provision. This obligation may not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.5.

§ 5.5.2 In claims against any person or entity indemnified under this Section 5.5 by an employee of Subcontractor, Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 5.5 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or Subcontractor's sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 5.6 REMEDIES FOR NONPAYMENT

If Contractor does not pay Subcontractor through no fault of Subcontractor within the time required by law, then Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to Contractor, stop the Work of the specific Subcontract until payment of the amount owing has been received.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Each Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification issued after execution of a Subcontract, Contractor shall promptly notify Subcontractor of the Modification. Unless otherwise directed by Contractor, Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 6.2 Without invalidating a Subcontract, Contractor may order Subcontractor in writing to make changes in the Work within the general scope of the Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued after the Subcontract has been signed. If an Owner makes Contract Time and Contract Price adjustments to the Prime Contract, then Contractor and

Subcontractor may adjust the Subcontract Sum and the Subcontract Time accordingly. Before commencement of changed or revised Work, Subcontractor shall submit promptly to Contractor written copies of any claim for adjustment to the Subcontract Sum and Subcontract Time for the revised Work. The submission must comply with the Subcontract Documents.

§ 6.3 Subcontractor shall make all claims promptly to Contractor for additional cost or extensions of time in accordance with the Subcontract Documents.

ARTICLE 7 ALTERNATIVE AND BINDING DISPUTE RESOLUTION

§ 7.1 Contractor and Subcontractor may submit any dispute between them arising out of or relating to the Subcontract to alternative dispute resolution if they mutually agree. Contractor and Subcontractor shall include a similar alternative-dispute-resolution provision in all agreements with all other contractors or consultants retained for a specific Project, and they shall require these consultants and contractors to include similar provisions in all contracts relating to the Project.

§ 7.2 For all claims, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction

ARTICLE 8 TERMINATION, SUSPENSION OR ASSIGNMENT OF A SUBCONTRACT

§ 8.1 TERMINATION BY SUBCONTRACTOR

Subcontractor may terminate a Subcontract for the same reasons and under the same circumstances and procedures with respect to Contractor as Contractor may terminate with respect to Owner under the Prime Contract or for nonpayment of amounts due under a Subcontract for 60 days or longer. If Subcontractor properly terminates a Subcontract for a reason that is not the fault of Subcontractor, sub-subcontractors, or their agents or employees or other persons performing parts of the Work under contract with Subcontractor, then Subcontractor shall be entitled to recover from Contractor payment for Work performed.

§ 8.2 TERMINATION BY CONTRACTOR

§ 8.2.1 If Subcontractor fails or neglects to carry out or perform the Work on time or in accordance with the Project's Subcontract Documents and fails within a ten-day period after receipt of written notice to commence and continue correction of the default or neglect with diligence and promptness, then Contractor may, by written notice to Subcontractor and without prejudice to any other remedy Contractor may have, terminate the Subcontract and this Agreement and finish Subcontractor's Work by whatever method Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing Subcontractor's Work and the other damages suffered by Contractor, then the excess shall be paid to Subcontractor. If the expense and damages exceed the unpaid balance, then Subcontractor shall pay the difference to Contractor.

§ 8.2.2 Contractor may terminate a Subcontract for the same reasons—including for an Owner's or Contractor's convenience—and under the same circumstances and procedures with respect to Subcontractor as any Owner may terminate the Prime Contract with respect to Contractor.

§ 8.3 SUSPENSION BY CONTRACTOR FOR CONVENIENCE

Contractor may, without cause, order Subcontractor in writing to suspend, delay, or interrupt the Work of a Subcontract in whole or in part for such period of time as Contractor may determine. If Contractor orders a suspension, Subcontractor shall be entitled to an extension of the Subcontract Time if and to the extent that Owner grants Contractor a time extension under the Prime Contract. No adjustment shall be made to the extent

that: (1) performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which Subcontractor is responsible; or (2) an equitable adjustment is made or denied under another provision of this Subcontract.

§ 8.4 ASSIGNMENT OF THE SUBCONTRACT

Without Contractor's written consent, Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract parts of this Subcontract. Any attempted assignment under this § 8.4 is null and void.

ARTICLE 9 COMMENCEMENT DATE AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. Contractor will establish each Project's commencement date in the Notice to Proceed.

§ 9.2 The Work of this Subcontract shall be substantially completed not later than the date established in the Notice to Proceed, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents. Subcontractor is not responsible for an Owner's or Contractor's delays, if any.

§ 9.3 With respect to the obligations of both Contractor and Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time is enforceable without Contractor's written consent.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 Contractor shall pay Subcontractor in current funds for performance of the Subcontract the Subcontract Sum established in the Notice to Proceed.

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based on applications for payment submitted by Subcontractor to Contractor, corresponding to applications for payment submitted by Contractor to each Owner, and based on Owner's approval and certification of payment, Contractor shall make progress payments on account of the Subcontract Sum to Subcontractor as provided below and elsewhere in the Subcontract Documents. Payments received by Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with Contractor or Subcontractor for which payment was made to Contractor by Owner or to Subcontractor by Contractor, as applicable. Nothing contained in this Section 11.1 shall require money to be placed in a separate account and not commingled with money of Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

§ 11.3 If an application for payment is received by Contractor not later than the last day of a month, then Contractor shall include Subcontractor's conforming, approved, and certified Work covered by that application

in the next application for payment that Contractor is entitled to submit to Owner. Contractor shall pay Subcontractor each progress payment no later than seven working days after Contractor receives payment from Owner.

§ 11.4 If Subcontractor's application for payment is received by Contractor after the application date fixed above, then Subcontractor's Work covered by it shall be included by Contractor in the next month's application for payment submitted to Owner.

§ 11.5 CONDITIONS TO PAYMENT

Notwithstanding any other provision in any Subcontract or in this Agreement, it is a condition precedent to Contractor's duty to pay Subcontractor's payment applications that Owner must have first paid Contractor for Subcontractor's approved and certified Work. If Owner does not pay Contractor, then Contractor has no obligation to pay Subcontractor. No progress or final payment is due and owing to Subcontractor under any Subcontract unless and until Owner has paid Contractor for Subcontractor's approved and certified Work. Contractor will pay Subcontractor only with funds actually received by Contractor from Owner for Subcontractor's Work. Together with Contractor, Subcontractor assumes the risk that Owner may not make one or more payments to Contractor for all or part of Subcontractor's Work.

§ 11.6 If required by Contractor, Subcontractor shall submit to Contractor a schedule of values before submitting Subcontractor's first payment application. Each subsequent payment application shall be based on the most recent schedule of values submitted by Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various parts of Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as Contractor may require. This schedule, unless objected to by Contractor, shall be used as a basis for reviewing Subcontractor's applications for payment.

§ 11.7 Payment Applications submitted by Subcontractor must indicate the percentage of completion of each part of Subcontractor's Work as of the end of the period covered by the payment application.

§ 11.8 Contractor shall deduct and withhold from the payment-application amount a retainage of 10% until completion of the Work.

§ 11.9 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.9.1 Take that part of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each part of Subcontractor's Work by the share of the total Subcontract Sum allocated to that part of Subcontractor's Work in the schedule of values, less 10% retainage;

§ 11.9.2 Subtract the aggregate of previous payments made by Contractor.

§ 11.9.3 And subtract amounts, if any, calculated under Section 11.9.1 that are related to Subcontractor's Work for which an Owner has withheld or nullified, in whole or in part, a certificate of payment for a cause that is Subcontractor's fault.

§ 11.10 If Contractor disapproves Subcontractor's payment application, in whole or in part, Contractor shall provide written notice to Subcontractor. When the basis for the disapproval has been remedied, Contractor shall apply to Owner for payment of the amounts withheld.

§ 11.11 SUBSTANTIAL COMPLETION

When Subcontractor's Work is substantially complete and in accordance with the requirements of the Prime Contract and the Subcontract Documents, Contractor shall, upon application by Subcontractor, timely apply to the specific Owner for payment for the Work. Within seven days after Owner pays Contractor's application for payment covering Subcontractor's substantially completed Work, Contractor shall, to the full extent allowed in the Prime Contract, pay Subcontractor, deducting any amount withheld in accordance with the certificate to cover costs of items to be completed or corrected by Subcontractor.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by Contractor to Subcontractor when Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents.

§ 12.2 Before Contractor must issue the final payment, Subcontractor shall submit fully executed statutory lien waivers and evidence satisfactory to Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with Subcontractor's Work have been fully satisfied. Subcontractor's acceptance of final payment constitutes a waiver of all Subcontractor's claims, except those previously made in writing and identified by Subcontractor as unsettled at the time of the final payment application.

ARTICLE 13 INSURANCE

§ 13.1 Before starting the Work, Subcontractor shall purchase and maintain the insurance specified in **Exhibit 2**. Upon signing this Agreement, Subcontractor shall submit to Contractor certificates of insurance acceptable to Contractor. Subcontractor may not start Work under any Subcontract without first submitting acceptable certificates of insurance to Contractor. Subcontractor shall maintain all insurance in full force and effect during the Work and after final acceptance if indicated in **Exhibit 2** or in the Subcontract Documents.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in a Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate at the place where the Project is located.

§ 14.3 Contractor and Subcontractor waive Claims against each other for consequential, incidental, special, and indirect damages—whether or not the parties knew or should have known about these damages—arising out of or relating to this Agreement, a Subcontract, and/or any Project. This mutual waiver includes: (1) damages incurred by Subcontractor for principal or home-office expenses, for rental expenses, for losses of use, income, financing, business and reputation, for loss of management or employee productivity or services, for impairment of bonding capacity and the like, and for lost profits, except Subcontractor's anticipated profit arising directly from its Work; and (2) damages incurred by Contractor for principal or home-office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and

for lost profits. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

§ 14.4 This Agreement is effective on the date first written above. The Agreement expires on December 31, 2015. But the Agreement will automatically renew for successive one-year terms, unless Contractor or Subcontractor notifies the other party in writing of its intent not to renew the Agreement. The non-renewal notice must be delivered at least 120 days before expiration of the existing term. Nothing in this Section 14.4 affects either party's right to terminate the Agreement for cause or for convenience.

§ 14.5 This Agreement is governed by and must be construed in accordance with the laws of the state of Colorado.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 15.1.1 This executed Master Agreement Between Contractor and Subcontractor.

§ 15.1.2 The Prime Contract between an Owner and Contractor described in more detail in the Notice to Proceed and the other Contract Documents enumerated in the Prime Contract, if any.

§ 15.1.3 Additional Documents, if any, forming part of the Subcontract Documents:

- .1
- .2
- .3

This Agreement is entered into as of the day and year first written above.

Contractor

Subcontractor

**Comprehensive Risk Services, LLC,
Dba CRS/COCAT an Arizona limited liability
Company**

By _____
(Signature)

By _____
(Signature)

Marissa Trujillo
(Printed Name)

(Printed Name)

Controller
(Title)

(Title)

Exhibit 1

Date

Re: Work assignments to be determined under Master Agreement between Contractor and Subcontractor

Subject: Notice to Proceed

Dear _____:

Comprehensive Risk Services, LLC, dba CRS/COCAT (“Contractor”) has issued the attached scope of work (“Work”) to _____ (“Subcontractor”). The parties agree that Contractor hereby retains Subcontractor to perform the Work for the total Subcontract Sum of not to exceed \$_____ per Project, all in accordance with—and subject to the terms and conditions of—the parties’ Master Agreement Between Contractor and Subcontractor (“Agreement”) and the terms and conditions of the Prime Contracts between Contractor and multiple Owners. Contractor shall deduct and withhold from each Subcontractor payment application retainage of ___% until completion of the Work.

In accordance with the Agreement, Subcontractor’s signature below forms a Subcontract between the parties. Subcontractor shall perform the Work and substantially complete each Project by the dates specified in each work assignment. Subcontractor shall sign this Notice to Proceed and return it to Contractor with proper insurance certificates in accordance with the Agreement.

This letter constitutes Subcontractor’s Notice to Proceed on the date Subcontractor signs below and delivers the signed Notice to Proceed with insurance certificates to Contractor.

Sincerely,

Comprehensive Risk Services, LLC, dba CRS/COCAT

By _____
Marissa Trujillo
Controller

Accepted and agreed to
this ___ day of _____, 2015.

Subcontractor

By _____
(signature)

Name: _____

Title: _____

Exhibit 2

INSURANCE REQUIREMENTS

Prior to starting work on the project site, Subcontractor shall provide, subject to the approval of Contractor, certificates and endorsements evidencing the insurance required within this Attachment. Any acceptance of Certificates of Insurance or endorsements by Contractor, or failure of Subcontractor to provide Certificates of Insurance or endorsements, shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract. All insurance policies shall remain in full force and effect throughout the contract duration.

Submit project specific insurance certificates **with endorsements** for review and processing via email or fax to:

Comprehensive Risk Services, LLC
Email: kevin.hanson@crs-info.com
Fax: 602-845-6151

Please ensure that the certificates include “any and all jobs” in Description of Operations and all additional insureds as required by the Contract Documents. Endorsements, if not blankets, must also include the names of all additional insureds. Your submission will otherwise be rejected.

Required Additional Insured(s) listed below:

Comprehensive Risk Services, LLC (Contractor)

The Certificate Holder will be:

Comprehensive Risk Services, LLC
333 E Osborn Rd., Suite 300
Phoenix, AZ 85012

INSURANCE REQUIREMENTS:

1. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Policy form must include:

- a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.

- b) Products and Completed Operations coverage shall be maintained from the Substantial Completion date of the project through the expiration of the statute of repose for the jurisdiction in which the project is located.
- c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- d) Broad Form Property Damage coverage, including completed operations or its equivalent.
- e) An endorsement naming Contractor as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on both ISO forms CG2010 10/01 and CG2037 10/01, or their equivalent. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- f) An endorsement stating: “Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.”
- g) Coverage on an “Occurrence” form. “**Claims-Made**” and “**Modified Occurrence**” forms are not acceptable.
- h) Coverage to include general aggregate limits on a “per project” basis.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for “Any Auto” or “All Owned, Hired and Non-Owned”.

If the Contract Documents require Subcontractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Excess Liability:

Subcontractor shall obtain umbrella or excess liability insurance (must cover over WC Employer’s Liability, GL, and Auto. in addition to the above liability amounts at the following limits, both per occurrence and in the aggregate of \$2,000,000. Contractor’s Pollution Liability and/or Professional Liability shall be included (if applicable).

4. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

5. Pollution Legal Liability: \$1,000,000 per occurrence (or per claim if Claims-Made)

Subcontractor shall maintain insurance covering losses caused by pollution conditions that arise from the Subcontract Work. If the scope of the "Work" involves the delivery, protection, or containment of water in any manner or form whatsoever or the protection from water intrusion, then no "mold", "fungi", "bacteria" or "water intrusion" or similar exclusion may be attached to the Subcontractor's Commercial General Liability policy. In the alternative, "mold", "fungi", "bacteria" coverage may be provided under a separate policy. If coverage is provided on a claims-made basis, a minimum of a five-year extended reporting period is required.

6. Property Insurance:

A. Such property insurance maintained by Contractor does not cover tools or equipment owned or rented by Subcontractor including trailers, excavators, scaffoldings, or forms. Subcontractor is responsible for providing insurance coverage for such items.

B. Contractor and Subcontractor waive all rights against each other and against Owner, Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

7. Other Requirements:

a) All policies shall be endorsed to provide Contractor a thirty (30) day notice prior to any insurance policy, represented therein, being cancelled or modified.

b) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to Contractor.

c) Certificates of Insurance with the required endorsements (as stated above) evidencing the required coverages must be delivered to the Contractor prior to commencement of any Subcontract Work. Failure of Contractor to demand such certificate or other evidence of full

compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

d) Subcontractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by this Subcontract.

e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards and, to require Subcontractor to name additional parties in interest to be Additional Insureds.

f) In the event that rental of equipment is undertaken to complete and/or perform the Subcontract Work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

g) If the Work involves the design, construction, fabrication, preparation, installation, application, maintenance or repair (including remodeling, service, correction, or replacement) of any "exterior insulation finish system" (EIFS) or any part thereof, or substantially similar system, the Subcontractor's CGL policy shall not include exclusions for such work. Alternatively, "EIFS" coverage may be provided under a separate policy.

*****Evaluate for each Subcontractor*****