



SERVICES AGREEMENT

Agreement No.	Date of Agreement
Amendment No.	Date of Amendment
Project No.	

The above Agreement No., Amendment No., and Project No. and KEMRON tax identification no. 11-2393978 must appear on all invoices, packing lists, cartons and correspondence related to this agreement.

PRIME CONTRACTOR				SUBCONTRACTOR				OWNER						
KEMRON Environmental Services, Inc. (KEMRON)														
Company Name				Company Name				Company Name						
1359A Ellsworth Industrial Blvd														
Address								Address						
Atlanta		GA	30318											
City		State	Zip		City		State		Zip		City			
Attention / Contact:		Sandy Carlson				Attention / Contact:		Attention / Contact:						
Tel.	404-601-6930		Fax			Tel.			DUNS #			Fax		
Email	scarlson@kemron.com		Tax ID #	11-2393978		Email			Tax ID #			Tax ID #		

SCOPE OF SERVICES

Exhibit C

AGREEMENT PRICE	PAYMENT TERMS	PERIOD OF PERFORMANCE
\$0.00		

INSURANCE REQUIREMENTS See Exhibit A, Section 4.b.

SPECIAL STIPULATIONS

List of Attachments incorporated into and made a part of this Agreement:

- Exhibit A – KEMRON Standard Terms & Conditions
- Exhibit B – Prime Contract Terms & Conditions
- Exhibit C – Subcontractor Proposal and/or Pricing
- Exhibit D – Subcontractor Representations & Certifications
- Exhibit E – Subcontractor Release & Waiver of Lien (If Applicable)
- Exhibit F – Subcontractor & Materialman Release & Waiver of Lien (If Applicable)

Entire Agreement:

Exhibit A and all other exhibits, addenda and attachments referenced above are an integral part of this Agreement. By signing below, the undersigned agree to be bound by all of the terms and conditions set forth or identified on this page (including the Standard Terms and Conditions and any other exhibits, addenda or attachments referenced herein and therein, all of which are hereby expressly incorporated herein) , shall constitute the entire agreement and understanding between the Parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

No changes to this Agreement shall be binding upon either party unless incorporated into a written modification to this Agreement signed by a KEMRON contractual representative or designee as listed herein.

KEMRON Authorized Signature	Name (printed)	Title	Date Signed
Subcontractor Authorized Signature	Name (printed)	Title	Date Signed

The following is for KEMRON internal use only and is not part of the Agreement

PERIOD OF PERFORMANCE (START AND COMPLETION)	CUSTOMER ACCOUNT No.	VENDOR No.	PAYMENT TERMS	CERTIFIED FOR NATIONAL DEFENSE

MASTER CONTROL SHEET



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

Note: No changes should be made in these terms and conditions. All change requests must be included in the "Special Stipulations" section on the cover sheet of this Agreement. KEMRON will not accept nor review any changes that are handwritten or marked directly in these terms and conditions.

1. GENERAL TERMS AND CONDITIONS

- a. **Access to Records:** Subcontractor will maintain accounting records, in support of this Agreement, to substantiate all invoiced amounts (including unit price quantities and cost reimbursable amounts), and shall make those records available for examination by KEMRON while this Agreement is in effect and for a period of three years after Subcontractor's final payment.
- b. **Assumption of Terms of Contract:** To the extent required by law or regulation, Subcontractor is bound to KEMRON by the terms of the Prime Contract between the Owner and KEMRON under which the Work is to be performed, and the Drawings and Specifications, if applicable to Subcontractor's Work.
- c. **Authorized Representatives:** Each party shall designate an authorized representative on-site through whom all communications will be conducted, except in emergency. Subcontractor's representative is authorized to act on its behalf with respect to the Work. All communications between KEMRON and Subcontractor and its agents (except in emergency) will be through the authorized representatives.
- d. **Captions & Paragraph Heading:** The Captions & Paragraph Headings are for convenience only and do not modify, interpret, enlarge or reduce the meaning of each section. When used herein, if required by the context, the masculine, feminine, or neuter gender shall include the other two genders, and the singular shall include the plural and vice versa.
- e. **Change Orders:** Unless otherwise stated in the change order documentation, agreement on any Change Order shall constitute a final settlement and an accord and satisfaction of all costs and changes to the Work or the applicable schedule date(s) relating to or arising out of the change in the Work that are the subject of the Change Order, including but not limited to all claims for direct and indirect costs, impacts, overtime, accelerations, inefficiencies, congestion, trade stacking, delays, interference, lost productivity, additional work, and the effect or accumulation of the changed work or services on any other work, services, or activities.
- f. **Changes:** Without notice to sureties, and without invalidating this Agreement, KEMRON may direct Subcontractor in writing to make changes or additions to or deletions from the Work. Adjustment, if any, in the compensation or performance schedule resulting from such changes shall be set forth in a change order reasonably acceptable to KEMRON, provided Subcontractor promptly notifies KEMRON of its claim for adjustment.

Subcontractor will proceed with performance of the Work pending resolution of any claim for adjustment. This Agreement may be amended or modified only by a written instrument signed by all of the parties.

- g. **Commencement of Work:** Subcontractor will promptly begin the Work and will diligently prosecute the Work, unless delayed by reasons or events which are outside the Subcontractor's control. In the event Subcontractor is delayed, Subcontractor shall promptly notify KEMRON in writing. If KEMRON is satisfied that said delay is caused by those other than Subcontractor hereunder, KEMRON will allow additional time sufficient to make up the time so lost. This paragraph shall cover any extra work done or materials furnished under this Agreement. Subcontractor shall provide written notification to KEMRON of any and all safety hazards and/or all work deficiencies prior to commencement of work on the subject area.
- h. **Consequential Damages:** In no event shall Subcontractor be responsible for any incidental, indirect, impact, or consequential losses, damages (including loss of profits), liabilities or expenses incurred by KEMRON or any third party as a result of Subcontractor's performance or nonperformance of this Agreement or by application or use of reports prepared or other services performed. Further, Subcontractor shall have no liability for any action including disclosure of information where Subcontractor believes in good faith that such action is required by professional standards of conduct for the preservation of public health, safety or welfare, or by law.

In no event shall KEMRON be responsible for any incidental, indirect, impact, or consequential losses, damages (including loss of profits), liabilities or expenses incurred by Subcontractor or any third party as a result of KEMRON's performance or nonperformance of this Agreement or by application or use of reports prepared or other services performed. Further, KEMRON shall have no liability for any action including disclosure of information where KEMRON believes in good faith that such action is required by professional standards of conduct for the preservation of public health, safety or welfare, or by law.



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

- i. **Defective Work:** If at any time KEMRON discovers or learns that Subcontractor's Work is materially defective, KEMRON may withhold in whole or in part any progress payments as may be necessary to protect KEMRON from loss because of: (a) defective work not remedied by Subcontractor; (b) claims filed or reasonable evidence indicating probable filing of claims or liens for labor, materials, supplies, sundries, equipment, equipment rental, taxes, insurance, union dues or contributions, and other applicable charges and/or expenses for which Subcontractor is liable; (c) a reasonable belief by KEMRON that Subcontractor cannot complete the Work under this Agreement for the balance of the agreement price then unpaid; and/or (d) damage caused by Subcontractor to KEMRON and other Subcontractors which is the direct result of Subcontractor's sole negligence or willful misconduct.
- j. **Definitions:** As used in the Agreement, the following terms shall have the following meanings:
- "Agreement" or "Services Agreement" means the Services Agreement to which these Standard Terms and conditions are attached and incorporated, together with all exhibits, addenda and other attachments expressly referenced and incorporated therein.
- "days" means work days, unless otherwise written.
- "including" means including, without limitation.
- "KEMRON" means KEMRON Environmental Services, Inc.
- "Master Control Sheet" means the first page of the Services Agreement, at the base of which is printed "MASTER CONTROL SHEET."
- "Owner" means the party identified as "Owner" on the Master Control Sheet.
- "Prime Contract" means the contract KEMRON has with the Owner identified on the Master Control Sheet.
- "Subcontractor" means the party identified as such on the Master Control Sheet.
- "Work" means the services and work described in "Scope of Services" on the Master Control Sheet, including any exhibits, addenda and other attachments referenced therein.
- k. **Drug Policy:** To assure a safe and productive work site, KEMRON prohibits the use, possession or distribution of Prohibited Articles on the Work site. Prohibited Articles include illegal and unauthorized drugs, alcoholic beverages, drug paraphernalia, firearms, marijuana, narcotics and all other drugs not prescribed by a licensed physician for use by the person possessing them and prescribed drugs which may adversely influence performance or behavior. KEMRON may conduct reasonable searches, including random searches, of Subcontractor's employees and employees of its subcontractors and suppliers. Any employee of Subcontractor, its subcontractors or suppliers found to possess a Prohibited Article, under the influence of a Prohibited Article, or refusing to consent to a reasonable search by KEMRON may, in KEMRON's sole discretion, be immediately removed from the Work site and denied future access to the site. Subcontractor agrees to be bound by the terms of KEMRON's drug policy, a copy of which shall be furnished to Subcontractor, and will arrange to bind its Sub-subcontractors and suppliers and their employees and agents.
- l. **Enforcement:** Failure or delay of either party to insist upon compliance with any provision hereof will not operate and is not to be construed as a waiver or amendment of the provision or the right of the aggrieved party to insist upon compliance with the provision or to take remedial steps to recover damages or other relief for noncompliance. A waiver of a breach of any provision of this Agreement must be in writing and shall not waive any subsequent breach. Similarly, the restrictions created by this Agreement may be waived in writing by the parties hereto, but any such waiver shall be limited to the terms thereof and shall not constitute a waiver of any other restrictions or rights created hereby.
- If any action at law or in equity by KEMRON is necessary to enforce the terms of this Agreement, then if KEMRON is the prevailing party, KEMRON shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and the counterparts together shall constitute but one and the same agreement, which shall be sufficiently evidenced by any one of the original counterparts. KEMRON's remedies hereunder shall be cumulative and in addition to any remedies available at law or in equity.



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if the unenforceable or invalid provision were omitted.

- m. **Force Majeure:** The obligation of each Party to perform under this Agreement shall be excused during each period of delay arising from causes beyond the control and without the fault or negligence of the Party. Examples of such causes include: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. Notice of Force Majeure must be provided as soon as practicable of the event, and parties must resume performance within three (3) days of conclusion of said event.
- n. **Governing Law:** Irrespective of the place of performance, the provisions in this Subcontract which adopt or adapt Federal Government acquisition regulations shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government.

To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Georgia shall apply, including but not limited to its Uniform Commercial Code provisions and without regard to its conflict of law provisions.
- o. **Inconsistencies and Omissions:** Should inconsistencies or omissions appear in the Agreement, it shall be the duty of the discovering party to provide notice in writing within three (3) days of discovery thereof. Such inconsistencies and omissions will be handled in accordance with the terms of this Agreement and applicable law.
- p. **Independent Contractor:** Subcontractor shall perform all Work as an independent contractor and will not be considered as an agent or employee of KEMRON or Owner and Subcontractor shall maintain complete control of its employees and operations. Neither Subcontractor nor anyone employed by Subcontractor shall be deemed the agent, representative, or employee of KEMRON in the performance of work hereunder. Nothing in the Scope of Services shall be construed to create a contractual relationship between Subcontractor and Owner, or between any other persons or entities besides KEMRON and the Subcontractor.
- q. **Invalidity:** In the event any clause or provision of this Agreement should be held invalid, the remaining clauses and provisions shall nevertheless be and remain in full force and effect.
- r. **KEMRON Not Liable For Subcontractor's Work:** It is mutually agreed that KEMRON shall not in any manner be liable or accountable for any loss or damage that shall or may happen to Subcontractor's work, or any part or parts thereof, respectively, or any things used and employed in finishing and completing the same, unless such loss or damage is attributable to the negligence or willful misconduct of KEMRON.
- s. **Limitation of Liability:** For all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity, or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "claim"; collectively, "claims"), Subcontractor's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Subcontractor is legally responsible, shall not, to the maximum extent permitted by law, exceed two times the total amount of compensation paid to Subcontractor for the Work Authorization under which such claim arises.
- t. **Obligation Derivative:** Subcontractor binds itself to KEMRON and to Owner as intended beneficiary under this Agreement in the same manner and to the same extent as KEMRON is bound to Owner under the agreement with Owner. Subcontractor acknowledges that a copy of the Contract with Owner was made available for review by Subcontractor before execution of this Agreement and has been reviewed by Subcontractor to its satisfaction.
- u. **Period of Performance:** It is expressly UNDERSTOOD AND AGREED by and between the parties hereto that time is of the essence under this Subcontract. Subcontractor shall perform and complete their portion of work within the time duration specified by KEMRON on the Master Control Sheet subject to the provisions of Subparagraph "f." herein.



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

- v. **Permits, Licenses, Laws, and Regulations:** Subcontractor shall obtain and pay for all required permits and licenses and shall comply with all applicable codes, standards, laws, ordinances, rules, regulations, best industry practices, and KEMRON and Owner instructions in effect during the term of this Agreement, including those regarding tax, the environment, labor, equal employment opportunity and affirmative action.
- w. **Safety and Protection of Work:** Prevention of accidents on or near the Work is Subcontractor's responsibility. Subcontractor shall take all necessary precautions to assure the safety of all persons and property during performance of the Work and will protect the Work and all persons and all property from damage or injury caused by Subcontractor's operations and any hazardous or toxic substances involved or encountered. Upon request of KEMRON, Subcontractor shall prepare and implement a safety plan reasonably acceptable to KEMRON.
- x. **Subcontracting and Assignment:** Subcontractor shall not subcontract any portion of the Work or assign any of the duties or rights or any claim relating to this Agreement without KEMRON's prior written consent. This Agreement shall be binding on the heirs, successors and permitted assigns of the parties. Any unauthorized assignment and/or attempt of assignment of this Agreement shall operate as an instant forfeiture and repudiation thereof by Subcontractor and the rights of the parties shall be determined in the same manner as though Subcontractor had at the time of such assignment or attempted assignment failed and refused to continue to perform the Agreement.
- y. **Taxes:** Subcontractor shall pay all federal, state and local taxes imposed in connection with the Work, this Agreement or any payments hereunder, except for income taxes of KEMRON.

2. RESPONSIBILITIES OF SUBCONTRACTOR

- a. **Compliance with Laws.** Subcontractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances, codes, and regulations (Laws) applicable to the Work. Subcontractor shall be liable to KEMRON for all loss, cost, and expenses attributable to any acts of or omissions by the Subcontractor, its employees and agents resulting from the failure to comply with Laws, including, but not limited to, all fines, penalties, or corrective measures.
- b. **Communications:** Unless otherwise provided and except in the case of emergencies, Subcontractor shall direct all communications regarding Work performed hereunder to KEMRON. Subcontractor further agrees that its personnel and subcontractors will maintain the confidentiality of the projects. Subcontractor's personnel shall not disclose any data or information to any party other than KEMRON personnel concerning the Project Sites or the Projects, including, without limitation, the nature or results of the Work performed by Subcontractor hereunder, and Subcontractor shall direct all third party inquiries or comments to a KEMRON representative. Such limitations on disclosure shall not apply to any information, documents, or materials that (i) are or become publicly available other than as a result of a disclosure by the Subcontractor or any of its representatives or (ii) are or become available to the Recipient or its representatives from a source other than the Disclosing Party or any of its representatives, or (iii) Subcontractor is required to furnish under law or court order.

Subcontractor agrees that it shall not communicate directly with the Owner regarding any KEMRON or Subcontractor matters. Subcontractor agrees that any unauthorized communications with the Owner shall be deemed a material breach of this Agreement.

- c. **Confidentiality:** Subcontractor shall strictly maintain the confidentiality of, shall not copy, reproduce, use or disclose except for the purpose of this Agreement, and shall return to KEMRON at the termination of this Agreement any and all drawings, specifications, calculations, field notes, pricing information, estimates, the terms and existence of this Agreement, the Work, the Contract with Owner and the related business relationships, data, information or workproduct (not rightfully generally known to the public) disclosed to, acquired by or developed by Subcontractor in connection with this Agreement. These obligations shall continue from the date of this Agreement until five (5) years after completion of the Work provided that in the case of a trade secret, these obligations shall continue thereafter for so long as the item as matter in question remains a trade secret.
- d. **Damages for Default:** If Subcontractor should default in performance of the Work or otherwise commit any act, omission, breach or nonperformance which causes delay to the work under the Agreement with Owner, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including consequential damages, liquidated damages and reasonable attorneys' fees suffered or incurred by KEMRON or for which KEMRON may be liable.



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

- e. **Differing Site Conditions:** Subcontractor will promptly, and before such conditions are disturbed, notify KEMRON in writing of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (b) physical conditions differing materially from those ordinarily encountered, including asbestos, and generally recognized as inherent in the Work. If previously unidentified hazardous wastes or conditions are encountered, Subcontractor shall immediately stop work and notify KEMRON. If the conditions do materially differ and cause an increase or decrease in Subcontractor's cost of, or the time required for, performing any part of the Work, KEMRON will, to the extent received by KEMRON from Owner, make an equitable adjustment in compensation payable to Subcontractor.
- f. **Disclosure:** The Subcontractor shall not publicly disclose any information and shall not issue any news releases, advertisements, publications, papers, or marketing materials concerning any aspect of the Work or the Scope of Services without the express prior written approval of KEMRON's authorized representative. Subcontractor shall bind its lower tier subcontractors to these Disclosure restrictions and requirements. Such limitations on disclosure shall not apply to any information, documents, or materials that (i) are or become publicly available other than as a result of a disclosure by the Subcontractor or any of its representatives or (ii) are or become available to the Recipient or its representatives from a source other than the Disclosing Party or any of its representatives, or (iii) Subcontractor is required to furnish under law or court order.
- g. **Health and Safety Compliance:** Prevention of accidents on or near the Work is Subcontractor's responsibility. Subcontractor shall take all necessary precautions to assure the safety of all persons and property during performance of the Work and will protect the Work and all persons and all property from damage or injury caused by Subcontractor's operations and any hazardous or toxic substances involved or encountered. Upon request of KEMRON, Subcontractor shall prepare and implement a safety plan reasonably acceptable to KEMRON.
- h. **Inspection:** Subcontractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by the Owner and/or KEMRON or their authorized representatives. Subcontractor shall immediately remove all materials and take down and rebuild all portions of the Work condemned and/or reasonably rejected by KEMRON upon written notification of such condemnation and/or rejection.
- i. **List of subcontractors and suppliers:** The Subcontractor shall provide KEMRON with a list of its proposed subcontractors and suppliers, and be responsible for taking field dimensions, providing tests, obtaining required permits related to the Work, ordering of materials and all other actions as appropriate to meet the schedule requirements of the Work, time being of the essence.
- j. **Materials and Specifications:** Subcontractor agrees that the materials to be furnished and the Work to be done by Subcontractor (1) shall all be in accordance with the true intent of the applicable Plans and Specifications, schedules, and drawings, and (2) will incorporate sufficient materials of all kinds whatsoever as shall be proper and sufficient for the completing and finishing of all the Work, and that such labor, supplies, tools, equipment or rentals pertaining to the above, required by the applicable plans and specifications, shall be furnished by Subcontractor and (3) that all Work shall be completed in accordance with the requirements of the Scope of Services.
- k. **Notices:** Notices to be given hereunder shall be in writing and served personally or by mail, including electronic mail. When service is by registered or certified mail, facsimile transmission, postage prepaid, addressed to the party at the address given herein, or all such other address as shall be designated in writing by certified or registered mail, service is complete effective five (5) days after mailing and deemed received. Any other service shall be complete on receipt.
- l. **Procurement Integrity and Ethics:** Subcontractor in dealing with KEMRON and any other lower tier Subcontractor agrees to abide by all Federal Acquisition Regulation (FAR) provisions regarding Improper Business Practices and Personal Conflicts of Interest, Organization and Consultant Conflicts of Interest, Procurement Integrity, the Procurement Integrity Act, and the Truth in Negotiations Act. Prohibited actions under this section include but are not limited to bribery, kick-backs, gratuities, personal relationships and other conflicts of interests with contracting officials that provide the Subcontractor a knowing advantage, and the submission of fraudulent cost and pricing data. <https://www.acquisition.gov/?q=browsefar>
- m. **Protection of Owners' Property.** Subcontractor understands and agrees that it is to safeguard and not harm, damage, or destroy in any way the property and other facilities and structures of KEMRON or the Owner, including those adjacent thereto, and those connected in any way with the Work or the Scope of Services.



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

- n. **Site Examination.** Subcontractor shall, prior to commencing the Work, examine each Site and familiarize itself with the Work, the laws, rules, and regulations relating to the Scope of Services. No allowance will be made to Subcontractor for not having made such examination and review, or for requirements which a reasonable examination, inquiry, or review would have disclosed. Subcontractor shall promptly report to KEMRON any errors, inconsistencies, omissions, or violations of legal requirements Subcontractor discovers.
- o. **Standard of Care:** Subcontractor agrees and warrants that all of its Work: (a) will conform with the terms of the Scope of Services, (b) will be performed in a good, skillful, and workmanlike manner; (c) will be performed by the proper number of experienced, skilled, and licensed personnel, qualified by education and/or experience to perform their assigned tasks; and (d) to the extent professional services are rendered, will conform to the standard of care, skill, and diligence exercised by other similar professionals performing the same or similar services. Subcontractor shall furnish competent, skilled employees experienced in the type of Work to be performed as specified by the scope of services.
- p. **Supervision:** Subcontractor shall keep a representative at the project site at all times that Subcontractor's Work is in progress, and such representative shall be authorized to represent Subcontractor as to all phases of the Work.
- q. **Suspension of Work:** Subcontractor shall suspend and resume the Work upon written notice from KEMRON to do so. After resumption of Work, the parties will agree to an appropriate extension of time, provided the reason for suspension is not attributable in any way to Subcontractor's act, omission, fault, breach or nonperformance.
- r. **Warranties:** Subcontractor warrants that (i) all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and will be of good quality, in conformance with the requirements of this Agreement, and free from defective workmanship and materials, and (ii) the standard of care applicable to services hereunder will be the degree of skill and diligence applicable to best industry practices. Warranties shall commence on the date of Substantial Completion of the Work or a designated portion of it (defined below). Subcontractor agrees to correct all of the Work which proves to be defective in workmanship or materials performed by the Subcontractor or any of its Subcontractors or suppliers at any tier, within a period of one year from the date of Substantial Completion or for a longer period of time as may be required by specific warranties stated elsewhere in this Agreement.

Substantial Completion of the Work, or a designated portion of it, occurs on the date when all of the objectives and requirements of this Agreement have been met. All Subcontractor's Work, work product, developments and inventions hereunder and information described in paragraph 2.c shall constitute works for hire, all right, title and interest in which shall be vested in KEMRON and Owner.

3. INVOICING / PAYMENT

- a. **Certified Payrolls.** If applicable, Subcontractor will furnish to KEMRON certified payroll lists for all construction labor provided on-site which falls under the provision of the Construction Wage Rate Requirements clause of the Prime Contract (formerly Davis-Bacon Act). Certified Payroll shall be submitted weekly to KEMRON's Authorized Representative / KEMRON's Contract Administrator or designee specified within five (5) days following the close of the relevant pay period. Submission of proper certified payrolls shall be considered a Condition Precedent to payment for any work performed during the relevant pay period. Subcontractor is responsible for verifying their tiered subcontractors correctly fill out and forward certified payroll forms to KEMRON. Progress payments may not be allowed if Certified Payrolls are not current.
- b. **Federal Wage Determinations:** Subcontractor services subject to Federal Wage Determination (Service Contract Act, Davis Bacon Act and/or others) are the sole responsibility of Subcontractor, and Subcontractor acknowledges and represents it is familiar with all obligations related thereto (including health and welfare benefits). All invoices for services subject to any wage determination (including health and welfare benefits) must include certified payroll (using the US Department of Labor Form WH-347 as the parties agree) for all employees subject to associated wage determinations.
- c. **General Information:** On or before the date specified by KEMRON, Subcontractor will submit to KEMRON a documented payment request consistent with the terms of this Agreement covering progress on the Work during the payment period in question. In addition to the information required on the Master Control Sheet, invoices shall also state the period of performance of the Service Agreement and include the date range covering the



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

Work performed applicable to the invoice. A hard copy invoice of all invoices SHALL be submitted to KEMRON (address as shown on the Master Control Sheet).

d. **Invoice Submission:** Invoices shall include all of the following information as specified in the contract or as applicable:

- Subcontractor name and business address
- Identification of Prime Contract AND Agreement Number
- Date of Invoice
- Period of time or services covered by invoice
- Period of performance of the Agreement
- Description of services provided during the invoice period, including deliverables (if applicable)
- Labor category, hours, and rates for services (if applicable)
- Description of other direct costs (if applicable)
- Description of travel expenses and copies of receipts (if applicable)
- Total labor charges and expenses
- Cumulative amount billed

Invoices shall be submitted to the designated assigned program manager, project manager, or designated website address.

- e. **Liens or Claims:** Subcontractor will promptly pay for all services, labor, materials, and equipment used or employed in the Work and will maintain the materials, equipment, premises, and other subject matter hereof free and clear of mechanics or materialmens liens. If KEMRON has reason to believe that Subcontractor has not paid labor, material or other obligations incurred in performing the Work, KEMRON may take any steps it deems necessary to assure proper payment, including issuing joint checks or set off payments made by KEMRON against amounts owed to Subcontractor. As a condition of final payment, or as otherwise requested by KEMRON from time to time, Subcontractor will furnish as part of its payment request a certification that all of Subcontractor's obligations with respect to the Work have been satisfied and shall supply releases or lien waivers from its subcontractors and material suppliers (Exhibits E and/or F as/if applicable).
- f. **Payment:** KEMRON will pay Subcontractor the approved invoice amount less any retainage specified in KEMRON's agreement with Owner or in this Agreement within 15 days following receipt of payment from Owner. Estimated quantities for which partial payments have been made are subject to correction on the final payment request. Final payment will be made within 15 days of receipt of said payment from Owner, provided Work has been completed to the satisfaction of KEMRON and Owner and all other provisions of this Agreement are fulfilled. Payment shall not constitute acceptance of defective, deficient or incomplete Work. KEMRON's liability to Subcontractor is subject to, conditioned upon and limited to receipt of corresponding payment from Owner. Under no circumstances are advance payments to the Subcontractor permitted. Acceptance of final payment by Subcontractor shall constitute a waiver of all Claims by Subcontractor through the date of final payment except those previously made in writing or identified by Subcontractor as being unsettled on the Final Waiver of Lien and Release.
- g. **Releases and Clearances:** With its final invoice or payment application, Subcontractor will attach and include a signed Final Waiver of Lien and Release of Claims (see Exhibits E and/or F as/if applicable). Submission of these documents is an absolute conditions precedent to any final payment otherwise due Subcontractor, and failure to submit such documents shall result in the withholding of payment from Subcontractor until such documents are properly submitted.
- h. **Right to Withhold.** KEMRON may withhold from current and future payments due to Subcontractor amounts necessary to protect KEMRON from loss if in the good faith opinion of KEMRON, the following events have occurred or are likely to occur:
- a. Claims filed by any lower tier subcontractor or supplier of Subcontractor.
 - b. Claims filed by an employee or trust fund of Subcontractor or lower tier subcontractors.
 - c. Damage by Subcontractor to the Work of another subcontractor or a third party.
 - d. Reasonable doubt that Subcontractor can complete the Work for the related unpaid WA Amount.
 - e. Subcontractor is in default of any term or provision of the Contract Documents.



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

- f. Notice by the Government of any wage and/or law violations.

Payment by KEMRON to Subcontractor shall not be deemed to be acceptance by KEMRON or Owner of Subcontractor's Work.

4. INDEMNIFICATION, INSURANCE AND INTELLECTUAL PROPERTY

- a. **Indemnification:** To the maximum extent permitted by law, Subcontractor shall indemnify KEMRON, Owner, and their officers, directors, subsidiaries, affiliates, agents and employees ("Indemnified Persons") from any and all claims, lawsuits damages, losses, costs, and expenses, including wage determinations (including health and welfare benefits), litigation expenses and attorneys' fees, suffered or incurred by Indemnified Persons and attributable to, caused by, arising out of or resulting from, or alleged to be attributable to or caused by or to have arisen out of or resulted from, the Work or performance of the Work, including any act or omission or breach (including breach of this Agreement) of or by Subcontractor or anyone for whose acts Subcontractor may be liable. The foregoing will not apply to the extent the lawsuits, claims, damages, losses, costs, or expenses are caused by the sole negligence of Indemnified Persons, but shall otherwise apply including to the extent caused by the concurrent fault or negligence of Indemnified Persons and Subcontractor.
- b. **Insurance:** Subcontractor shall maintain and keep in force insurance coverage with reputable and financially sound carriers consistent with industry standards and best practices (including appropriate tail coverage) and such other coverage as is reasonably requested by KEMRON, and shall name KEMRON and Owner as additional insured and/or loss payee, as appropriate. Policies representing such insurance shall expressly provide for waiver of subrogation and written notice to KEMRON before such policies can be terminated or expire, and Subcontractor shall furnish KEMRON evidence of coverage upon request. Without limiting the foregoing, at a minimum, Subcontractor shall maintain workers' compensation insurance in the statutory amount and employer's liability insurance in an amount not less than \$500,000 for all employees engaged in the Work; comprehensive automobile and vehicle liability insurance covering claims for injuries to all persons and damages to all property, including on-site and off-site operations and owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate; commercial general liability insurance in an amount not less than \$5,000,000 per occurrence and in the aggregate; when applicable, professional liability insurance in an amount not less than \$1,000,000 per occurrence and in the aggregate; and when applicable, pollution liability in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- c. **Intellectual Property Rights:** Subcontractor shall indemnify KEMRON and its officers, directors, agents and employees against any liability, including costs and attorney fees, for infringement of any U.S. patent, copyright, trademark or other proprietary right arising out of the manufacture or delivery of supplies, the performance of services, or the construction, modification, alteration, or repair of real property under this Agreement. Subcontractor shall provide written notice within five (5) days of becoming aware of any claim or notice of patent, copyright, trademark, trade secret, or other proprietary infringement. Patent indemnification shall include all goods and services used by Subcontractor under this Agreement. In all such cases where the indemnity provisions of the Agreement apply, Subcontractor and/or its insurer shall, upon demand by KEMRON, provide a competent defense of all indemnified claims and shall remain responsible for all of the costs of defense of the claim, and any damages awarded to the claimant by settlement, mediation, arbitration, litigation, or otherwise.

5. CLAIMS / DELAY

- a. **Claims for Additional Work:** Subcontractor shall make all claims to KEMRON for extra work, extensions of time, and damages. All claims for extra work or cost must be submitted by Subcontractor to KEMRON not later than 30 calendar days following the beginning of the event giving rise to such additional work, time extension, or other damages.
- b. **Delay or Liquidated Damages:** If Subcontractor is delayed in the completion of the Work by any circumstance for which KEMRON obtains a time extension or additional compensation under the Contract with Owner, the compensation or performance schedule of Subcontractor may be adjusted as reasonably determined by KEMRON.

Any Liquidated Damages which are to be applicable to Subcontractor's work shall be identified to Subcontractor by KEMRON and shall be enforced and subject to the application of the terms of this Agreement.

- c. **Notice and Performance:** If any dispute arises between KEMRON and Subcontractor involving performance of the Work or any alleged change in the Work or arising out of the Agreement of Scope of Services, Subcontractor,



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

as directed in writing by KEMRON, shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the Work within twenty (20) calendar days after commencement of the disputed work.

- d. **Resolution of claims.** KEMRON shall respond in writing to timely Subcontractor claims as soon as possible, but no later than thirty (30) calendar days following receipt of such a claim. If applicable, KEMRON shall submit Subcontractor's claim to the Owner for consideration as a change order or claim to the Prime Contract.
- e. **Requirements for Immediate Notice.** The Subcontractor shall give KEMRON immediate notice in writing regarding the following: (a) Any action, including any proceedings before a federal, state or local governmental or civilian agency, filed against the Subcontractor arising out of any performance under this Agreement; (b) Any claim by a third party against the Subcontractor, the cost and expense of which is, or may be allowable under this Agreement; (c) Any hazardous waste spill or release. In the event of the occurrence of any of the above, the Subcontractor shall immediately furnish to KEMRON copies of all pertinent papers and documents received by the Subcontractor with respect to such action or claim.

6. TERMINATIONS AND SUSPENSION

- a. **Cumulative Rights and Remedies:** The rights and remedies of KEMRON in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
- b. **Procedure:** If Subcontractor fails to correct contractual deficiencies within five (5) working days from receipt of KEMRON's written notice to do so, then KEMRON, without prejudice to any other right or remedies, shall have the right to take whatever steps it reasonably deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor.
- c. **Suspension by KEMRON for Convenience:** KEMRON may order the Subcontractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that reasonably determines appropriate. Suspensions, delays or interruptions are necessarily deemed reasonable to the extent issued by the Owner with respect to the Prime Contract. If the performance of all or any part of the Subcontractor's work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of KEMRON in the administration of this Agreement, or (2) by KEMRON's failure to act within the time specified in this Agreement (or within a reasonable time if not specified); an adjustment shall be made for any increase in the Subcontractor's cost of performance caused by the unreasonable suspension, delay, or interruption, and the Agreement shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.
- d. **Termination by KEMRON:** KEMRON may terminate the Agreement if the Work is stopped for a period of 30 calendar consecutive days through no act or fault of KEMRON or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with KEMRON, for any of the following reasons: (a) Issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) An act of the Government in its sovereign capacity, such as a declaration of national emergency which requires all Work to be stopped; (c) Non-payment of undisputed KEMRON invoices by the Government, provided the Government has not notified KEMRON of the reason for withholding or non-payment.

KEMRON may terminate the Agreement if, through no act or fault of KEMRON, Subcontractor persistently or repeatedly fails or neglects to carry out the Work or otherwise to perform in accordance with this Agreement and fails within five (5) working days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness. If Subcontractor fails to cure such default or non-conformance within a reasonable period of time, KEMRON may, without prejudice to any other remedy KEMRON may have, without further notice, terminate the Agreement and finish Subcontractor's Work by whatever reasonable method KEMRON may deem expedient, subject to an official notification to Subcontractor's surety, if the work is bonded by Subcontractor. If the unpaid balance of the Agreement sum exceeds the expense of finishing Subcontractor's Work and other damages incurred by KEMRON and not expressly waived, such excess shall be paid to Subcontractor. If such expense and damages exceed such unpaid balance, Subcontractor shall pay the difference to KEMRON. If KEMRON has to file suit against Subcontractor for any deficiencies, and a judgment is issued in favor of KEMRON, Subcontractor agrees to pay all reasonable attorneys' fees and costs of suit.



EXHIBIT A
SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS (Continued)

incurred by KEMRON. If such suit is filed by KEMRON and a judgment is issued in favor of the Subcontractor, KEMRON agrees to pay all reasonable attorneys' fees and costs of suit incurred by Subcontractor.

If the Government terminates KEMRON's Prime Contract for the convenience of the Government, KEMRON shall deliver written notice of same to Subcontractor. Upon receipt of written notice of termination, Subcontractor shall, to the extent practicable, cease operations as directed by KEMRON in the notice; take actions necessary or that KEMRON may direct, to protect and preserve the Work; and except for Work directed to be performed prior to the effective date of termination stated in the notice, shall terminate all existing Sub-subcontractors and purchase orders and enter into no further Sub-subcontracts and purchase orders. In such instance, KEMRON shall pay Subcontractor for work completed up to the date of termination as well as reasonable costs attributable to the termination (e.g. demobilization expenses and subcontractor settlements).

- e. **Termination for Convenience:** KEMRON may terminate all or part of this Agreement for its convenience. Subcontractor will be entitled to compensation for Work satisfactorily completed to the date of termination and reasonable costs incurred for demobilization and termination of subcontracts and purchase orders.
- f. **Termination for Default:** KEMRON may, by written notice, terminate the whole or any part of this Agreement if Subcontractor fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger timely completion or, in the opinion of KEMRON, becomes financially or legally incapable of completing the Work and does not correct any of the foregoing to KEMRON's reasonable satisfaction within five (5) days after receipt of notice from KEMRON.

Subcontractor is in material default under any provisions of the Agreement, including, but not limited to, failure, refusal, or neglect to provide all submittals as set forth in the Scope of Services, supply materials/equipment by due dates, provide the required skilled personnel and labor to complete the Work within the schedule set, or to promptly correct, replace or repair defective items, material or workmanship, KEMRON may give Subcontractor written notice describing the default.

If Subcontractor does not remedy the default within five (5) days after receipt of the notice, KEMRON may terminate all or any part of the Work under this Agreement, and may then complete or have others complete all such terminated work; provided, however, that if the default cannot be remedied in five (5) days, the remedy must be commenced in five (5) days after receipt of the notice, or KEMRON may terminate all or any part of the Work under this Agreement, and may then complete or have others complete all such terminated work. In the event a shorter time frame is required to remedy a default, if the unpaid amount due Subcontractor for the Work completed prior to termination exceeds the costs and charges to complete, KEMRON will pay such excess to Subcontractor.

If after termination, it is determined that the Subcontractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for convenience.

7. DISPUTE RESOLUTION

- a. **Dispute Resolution:** If the parties fail to resolve issues by negotiation, claims asserted against KEMRON by the Subcontractor which KEMRON asserts against the Owner or which the Owner asserts against KEMRON shall be decided by the dispute resolution procedure, including mediation and arbitration, specified in the Contract with Owner.

Disputes which do not involve a claim by or against the Owner shall be resolved by binding arbitration in Atlanta, Georgia, before a mutually acceptable arbitrator. If the parties are unable to agree on a single arbitrator, each party shall appoint one arbitrator, and the appointed arbitrators shall select a third arbitrator who shall serve as chairperson of the arbitration panel. Rules comparable to the Construction Industry Arbitration Rules of the American Arbitration Association shall govern the proceedings, provided that failure of the arbitrator(s) to comply with the American Arbitration Association rules shall not invalidate the final decision by the arbitrator(s). The final decision of the arbitrator(s) shall be conclusive and binding and a judgment thereon may be entered in any court having jurisdiction.