



The Nubo Group, Inc.

Subcontractor Agreement & Nonprofessional Services

This **AGREEMENT** made on _____
by and between **The Nubo Group, Inc.**, (hereinafter called "**The Nubo Group**")
and _____ (hereinafter called the "**Subcontractor**").

WHEREAS, The Nubo Group has a contract (hereinafter called "Prime Agreement") with multiple clients (hereinafter referred to as the "Client") to provide services related to the completion of the project of the Client.

WHEREAS, the The Nubo Group desires to retain the services of Subcontractor, and Subcontractor desires to be so retained, to assist The Nubo Group in meeting the requirements of the Prime Agreement.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration and intending to be legally bound, the parties agree as follows:

1. **Scope of Work.** Subcontractor will furnish all labor, materials, tools, supplies, equipment, licenses, permits, transportation, supervision and any other services necessary for and incident to the performance of the work set forth in EXHIBIT A, SCOPE OF SERVICES. All work shall be completed to the full satisfaction of The Nubo Group, the owner and any additional engineers or architects of the project. All work shall be done in accordance with applicable codes and ordinances.
2. **Payment.** The Nubo Group shall pay the Subcontractor in consideration of and upon completion of the above scope of work an amount to be determined on a time and material basis (or lump sum basis) in accordance with rates and unit prices established in EXHIBIT B, FEES, but such amount shall not exceed amounts from the attached rate schedule dated January 1, 2016.
3. **Billing.** The Subcontractor may invoice no more frequently than monthly. Final payment shall not be issued until fourteen days after The Nubo Group receives payment from Client on account of Subcontractor's work and invoice. Each invoice shall list the quantity of services/items provided at the applicable unit prices. The invoice shall be sent to The Nubo Group at 1424 Redwood Court, West Chester, PA 19380 attention: Richard Bauman for approval.
4. **Term.** This work shall commence on dates to be determined and be completed by dates to be determined.
5. **Warranty.** Subcontractor warrants to The Nubo Group that it possesses the expertise, capability, equipment and personnel to properly perform its services under this Agreement, and that it is properly and legally licensed to perform such services. The Subcontractor shall perform the services with diligence and in strict compliance with the standards set forth in this Agreement and in accordance with the applicable industry

standards. Subcontractor shall guarantee all labor, materials, articles, supplies and work furnished against defects which may develop within one year from the date of acceptance by Owner or within a period otherwise set by the contract. The guarantee excludes those defects due to ordinary wear and tear or improper use and maintenance. All guarantees extend to the Owner, or other awarding authority, and to The Nubo Group.

6. **Independent Contractor.** At all times while performing hereunder, the Subcontractor shall be acting as an independent contractor and not as The Nubo Group's agent. The Subcontractor is responsible for the means, methods and sequences of the work. The Nubo Group shall have no control or right to control Subcontractor or its employees.
7. **Compliance with Laws.** The Subcontractor shall comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies that relate to or affect the work, in whole or in part, that are in effect on the date of this Agreement or become effective during its term. Any changes to those laws or regulations having a material effect on the Subcontractor's performance shall be the basis for an equitable adjustment. The Subcontractor shall secure at its expense any licenses or permits that may be necessary for it to perform its work. The Subcontractor shall be responsible for the health and safety of its employees while performing the work and will comply with all applicable federal, state, local or job-site health and safety laws, regulations and rules.
8. **Safety.** The Subcontractor shall be responsible for its safety related to and during the performance of its work under this Agreement. The Subcontractor shall ensure that its employees are notified of and observe and abide by all safety regulations and laws applicable to their work, including but not limited to those issued by the Client, or the Owners and/or Operators of the property.
9. **Clean-Up.** The Subcontractor shall keep the premises free from accumulation of waste materials or rubbish resulting from the work. At the completion of work, the Subcontractor shall remove from the premises the project waste materials, rubbish, tools, construction equipment and surplus materials.
10. **Emergencies.** In the event that an emergency occurs while the Subcontractor is performing under this Agreement that poses an imminent threat to the health or safety of persons or to property or the environment and the Subcontractor is aware of the threat, the Subcontractor shall take appropriate action to minimize such threats to persons, property or the environment. The Subcontractor shall promptly notify The Nubo Group of such threats. If the Subcontractor's action has a material effect on the Agreement, an equitable adjustment will be made.
11. **Differing Site Conditions.** If the Subcontractor discovers or learns of subsurface or latent conditions at the site differing materially from those indicated in this Agreement, then the Subcontractor shall promptly and before such conditions are disturbed, if possible, notify The Nubo Group in writing of such conditions. If these differing site

conditions affect the cost or time of the Subcontractor's performance, this Agreement shall be modified accordingly.

12. **Indemnification.** The Subcontractor hereby agrees to indemnify, defend, and hold The Nubo Group, its officers, directors, agents, and employees harmless against any and all claims, liabilities, suits, judgments, costs and expenses, including attorney's fees, arising out of or in consequence of:
- (a) any act, error or omission of the Subcontractor in its performance of services under this Agreement;
 - (b) the failure of the Subcontractor to comply with any law, regulation, ordinance, rule or order of any governmental or regulatory body; or
 - (c) the Subcontractor's breach of any terms or obligations of this Agreement.

THE ABOVE INDEMNITY SPECIFICALLY INCLUDES DAMAGES ARISING FROM SUDDEN OR GRADUAL RELEASE OF WASTE MATERIALS. Such obligation shall not be construed to negate abridge or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Agreement.

13. **Insurance.**

- (a) The Subcontractor shall procure and maintain the following types and amounts of insurance with reputable insurance companies acceptable to The Nubo Group:
 - (i) Worker's Compensation and Occupational Disease Insurance in amounts needed to satisfy State Law.
 - (ii) Employer's liability insurance in the minimum amount of \$1,000,000 per occurrence and aggregate.
 - (iii) Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate (with explosion, collapse and underground exclusions removed).
 - (iv) Comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit.
 - (v) If professional services are being rendered, professional liability insurance in the minimum amount of \$1,000,000 per claim and aggregate.
- (b) The insurance, automobile liability insurance, and comprehensive general liability insurance the Subcontractor shall name The Nubo Group and Client, and their directors, officers and employees as additional insureds. A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE COVERAGE MUST BE PROVIDED PRIOR TO START OF THE WORK.

- (c) The Subcontractor shall require its insurance carriers to waive any rights of subrogation against The Nubo Group.
- (d) The insurance policies shall provide that the coverage may not be reduced or cancelled unless 30 days prior written notice is furnished to The Nubo Group.
14. **Supplementary Information.** All information obtained by The Nubo Group regarding site conditions will be available from The Nubo Group upon request. Such information is offered as supplementary information only. The Nubo Group assumes no responsibility for the completeness or for the Subcontractor's interpretation of such supplementary information.
15. **Utilities.** Neither The Nubo Group nor its officers or agents shall be responsible to the Subcontractor for damages as a result of the Subcontractor's failure to locate and protect utilities encountered in the work. The Subcontractor shall request and obtain a mark-out of subsurface utilities in accordance with applicable law. The Subcontractor shall, in the event of interruption of water, sewer, storm drain, or other utility services as a result of accidental breakage due to the Subcontractor's operations, promptly notify the proper authority. The Subcontractor shall cooperate with said authority in restoration of service. The Subcontractor shall bear the costs of repairs for damages caused by its work.
16. **Waste Generator.** It is understood that neither The Nubo Group nor the Subcontractor is the generator of any hazardous or toxic substances found, treated, or removed under this Agreement and neither shall be indemnified as such under any circumstances.
17. **Confidential Information.** The Subcontractor shall treat as confidential all specifications, drawings, and any other information supplied by The Nubo Group or the Client, or the Subcontractor obtains as a result of performance under this Agreement, unless such information is in the public domain or already known to the Subcontractor. The Subcontractor shall not disclose confidential information without prior written consent of The Nubo Group unless compelled to do so by law.
18. **Conflict of Interest.** The Subcontractor represents and warrants that, to the best of its knowledge, there are no conflicts of interest between the activities to be performed under this Agreement and the Subcontractor's other activities
19. **Applicable Laws.** This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.
20. **Changes.** The Nubo Group reserves the right to make changes in the scope and/or quality of work to be provided under this Agreement. Changes may only be made by a written change order signed by The Nubo Group. An equitable adjustment shall be made to reflect the increase or decrease in Agreement price and time for performance. Subcontractor shall not be entitled to an equitable adjustment unless it receives a written change order prior to performing changed work.

21. **Termination and Suspension.** This Agreement shall automatically terminate upon termination of the Prime Agreement. Notice of any other termination shall be in writing. The Nubo Group may terminate or suspend this Agreement in whole or in part at any time for any reason, including for the convenience of The Nubo Group or the Client. If terminated for convenience, The Nubo Group will provide written note and will pay to the Subcontractor all reasonable costs incurred to the date of termination for work properly completed, but shall not be liable for any loss of profits or contribution to overhead. If Subcontractor is in breach of this Agreement, The Nubo Group may terminate or suspend this Agreement, and withhold all payments to Subcontractor until damages can be determined and deducted.
22. **Equipment.** All equipment shall be maintained in good operating condition prior to and during use in the work. It is the responsibility of the Subcontractor to provide at all times an experienced, competent crew during all operations at the site.
23. **Disposal.** (This provision applies if the work scope requires disposal). Disposal must occur at an authorized site in accordance with applicable federal, state, and local guidelines and regulations. All dump receipts, trip tickets, transportation manifests, or other documentation of disposal shall be delivered to The Nubo Group as an attachment to Subcontractor's invoice for these services. A recommended record-keeping format utilizes the Uniform Hazardous Waste Manifest, or equivalent, which includes the names and addresses of the Generator (Client), Subcontractor, pickup site, disposal site, the estimated quantity of the waste, and the type of containers used. The form should be signed by the Generator, the Subcontractor, and the Disposal Site Operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number, and a signature should also appear on the form.
24. **Force Majeure.** Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, wars, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either part. Subcontractor shall be entitled to additional time to perform this Agreement equal to the reasonable time of any such delay.
25. **Inspection and Acceptance.** The Nubo Group may inspect the work at any reasonable time and place. The Nubo Group shall notify the Subcontractor of any deficiencies, and the Subcontractor shall correct such deficiencies at no additional cost. Acceptance of any work is conditional upon final acceptance by The Nubo Group and the Client under the Prime Agreement. Payment including final payment shall not constitute acceptance, nor shall it release the Subcontractor from its responsibilities hereunder.
26. **Ownership of Documents.** All plans, drawings, specifications and other information developed by the Subcontractor under this Agreement shall become the property of The Nubo Group or the Client, according to the terms of the Prime Agreement.

- 27. **Liens.** To the extent permitted by law, the Subcontractor, for itself and all its lower-tier Subcontractors and all laborers, mechanics and material men, hereby waives and agrees not to claim any lien against the work or property, and agrees to provide a release and waiver of lien with each invoice.
- 28. **Assignment.** The Subcontractor shall not assign this Agreement nor any rights or obligation herein, nor subcontract any services, without The Nubo Group's prior written consent.
- 29. **Severability.** The invalidity of any provision hereof shall not affect the validity of any other provisions or this Agreement as a whole.
- 30. **Flow-Thru of Prime Agreement.** The Nubo Group and Subcontractor shall be mutually bound by this Agreement and the terms of Prime Agreement, incorporated herein and attached hereto. Where a provision or term of the Prime Agreement is inconsistent with a term in this Subcontract Agreement, this Subcontract Agreement shall govern.
- 31. **Entire Agreement.** The parties acknowledge that they have read this Agreement and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof and contains the entire agreement of the parties. No modification or other change to this Agreement shall be binding unless such modification or change is in writing and made in accordance with paragraph 20, Changes, above.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth in the caption hereof.

THE NUBO GROUP, INC.
 1424 Redwood Court
 West Chester, PA 19380

 (Company Name - Subcontractor)

 (Address)

 (signature)

 (signature)

Richard V. Bauman
 President

 (signature)