

CLLC Initials: _____

Sub's / Agent: _____

STANDARD CONTRACT



I. The Parties. This Contract Agreement (“Agreement”) made on **???**, is between **???** with a mailing address of **???, City of ???, State of Wyoming** (“Client”) and Core Concrete, LLC with a mailing address of PO Box 1985, City of Laramie, State of Wyoming (“Core Concrete LLC”) both of whom agree as follows:

II. Services Provided. Core Concrete LLC agrees to complete the following: **???** (“Services”). These Services are generally described here and are further outlined in the Responsibilities in Section IX

III. Location. The primary location for the Services of Core Concrete LLC shall be: **???** (“Location”).

IV. Commencement Date. Core Concrete LLC shall be permitted to begin the Services **???** (“Commencement Date”).

V. Completion. Core Concrete LLC will be required, unless otherwise stated under the terms of this Agreement, to complete the Services **within Business ???-??? days (with the exception of unforeseen circumstances out of our control)**. (Reference Section XXVII, if necessary)

VI. Payment Amount. Client shall pay Core Concrete, LLC **\$???.??** for the Services (“Payment”).

VII. Payment Method. Payment shall be made by the Client to Core Concrete LLC as follows: **(choose one)**

- Retainer Paid (indicated on Quote Sheet and/or Invoice) in order to schedule project (Note: 20% of Retainer is non-Refundable, per Quote / Invoice Sheet)

DATE of INVOICE: ???

- Within 3 business days after completion of the Services to the satisfaction of the Contractor. **DATE of COMPLETION of Project: _____**

- Shall be paid on a **weekly** **monthly** **quarterly** **other** _____ basis. If the Contractor completes the Services to the satisfaction of the Contractor, before the full amount or balance has been fully paid, any remaining amount shall be payable immediately.

Satisfaction of the completed Services by Core Concrete LLC shall be completed within a reasonable time period after completion of the Services. “Satisfaction” shall be a determination, in good faith, made by the Client and in accordance with commonly accepted industry standards.

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VIII. Warranty. Core Concrete LLC warrants to Client that any and all materials and equipment furnished shall be new and/or usable appropriately unless otherwise specified and that all Services provided under this Agreement will be performed, at a minimum, in accordance with industry standards. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. **Warranty extends for One (1) Year from Date of Completion of Project.**

IX. Core Concrete LLC Responsibilities. Core Concrete LLC shall be responsible for providing the following when performing their Services:

A. Labor – Including, but not limited to, employees, sub-Core Concrete LLCs and any other individuals or agents.

a. Appropriate Personnel on-site to complete Job

i. Stamped Concrete (as-is, as-finished) _____ (Initials of Customer)

ii. Colored Concrete (as-is, as-finished) _____ (Initials of Customer)

b. Subcontractor/s on-site to complete Job (Section X applies).

c. Traffic Control

i. Signs

ii. Flagger/s

B. Materials – Including, but not limited to, all supplies and products.

a. Provided by Core Concrete

i. Concrete:

1. Specified PSI: ???

2. Control Joint Style/s: ???

3. Finish Type: ???

4. Additive: Hot Water

5. Additive: Calcium

6. Additional Product - Fiber Mesh

ii. Rebar:

1. Reinforced Concrete

2. Dowels for Reinforcement

iii. Base Material:

1. Road Base (Measured and Compacted accordingly)

2. Dirt Fill (Measured and Compacted accordingly)

C. Equipment – Including, but not limited to, machinery, accessories, or devices.

a. Skid Loader

i. Jackhammer Attachment

ii. Auger Attachment

b. Damage Waiver

i. In addition to the Damage Waiver (See Section XXIX), we will do our best to not create any undue damage on your property beyond any of which is incidental. Heavy Equipment and heavy materials invariably and inevitably cause damage to property.

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D. Travel – Including, but not limited to, ensuring that the above-mentioned Responsibilities are provided at the Location mentioned in Section IV.

- a. **Hotel Lodging**
- b. **Per Diem**
- c. **Mileage Surcharge**
- d. **Site Inspection Fee (\$100)**

E. [Other]: _____

Core Concrete LLC shall not be responsible for any items not described above unless otherwise stated in this Agreement.

X. Assignment. This Agreement shall be binding upon the parties' heirs, executors, successors and assigns. To that end, Core Concrete LLC may assign, in whole or in part, its rights and obligations under this Agreement. If all or any part of this Agreement is assigned, Core Concrete LLC shall not be liable for any act or omission of any assignee or other subcontractor.

XI. Insurance. The Client shall require Core Concrete LLC, along with each of its sub-Contractors, to have insurance set forth in this Section under the following terms and conditions before commencing Services:

A. General Liability Insurance: Core Concrete LLC shall carry minimum primary General Liability Insurance for the following amounts:

- a.) \$ _____ Combined Single Limit: Bodily Injury + Property Damage;
- b.) \$ _____ Personal Liability Injury;
- c.) \$ _____ Aggregate for Products-Completed Operations; and
- d.) \$ _____ General Aggregate (This shall apply separately to the Services provided by Core Concrete LLC).

B. Vehicle Liability Insurance: \$ _____ minimum required insurance policy on all owned, hired, and non-owned vehicles of Core Concrete LLC for combined single limit liability for each accident affecting incurring bodily injury and/or property damage.

C. Excess Liability Insurance: \$ _____ minimum required insurance policy for anything other than General Liability or Automobile coverage.

D. Additional Insurance Requirement: Client and any other entity which the Client is required to name as an additional insured shall be named as additional insureds under the General Liability Insurance required by this Section and any such insurance afforded to the additional insureds shall apply as primary insurance. Any other insurance maintained by the Client shall be excess insurance and shall not be called upon to contribute to Core Concrete LLC's primary or excess insurance carrier's duty to defend or indemnify unless required by law. The excess insurance required above shall also afford additional insured

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protection to Client. This Section shall in no event be construed to require that additional insured insurance coverage be provided to a greater extent than permitted under the statutes or public policy governed under State law.

- E. Certificates of Insurance.** Certificates of insurance, and the required additional insured and other endorsements, including waivers of subrogation shall be furnished to Client before the performance of any Services or promptly upon request.
- F. Maintenance/Cancellation of Insurance.** There will be no cancellation or reduction of coverage of any required insurance without thirty (30) days' written notice to the Client. Such notice may be sent by Core Concrete LLC's insurance carrier, insurance broker, or Core Concrete LLC.
- G. Exclusions.** The above insurance coverages are operations by or on behalf of Core Concrete LLC providing insurance for bodily injury, personal injury, and property damage for the limits of liability indicated, including but not limited to, coverage for (1) the premises and operations; (2) products and completed operations; (3) contractual liability; (4) construction means, methods, techniques, sequences, and procedures, including safety and field supervision. Such coverage shall not be subject to any of the following limiting or exclusionary endorsements: subsidence or earth movement, prior acts or work, action over – precluding indemnity for passive acts of Client contributing to injury of a Core Concrete LLC's employee, contractual limitation – eliminating cover for assumed liability, supervisory or inspection service limitation, insured vs insured cross suits, clauses terminating coverage after a specific period of time, residential or habitational limitation if the Services include residential or habitational work, classification limitation voiding coverage for work not specified, defense inside limits provision, and sub-Core Concrete LLC insurance coverage exclusions for failure to satisfy coverage conditions.

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XII. Resolution of Disputes. If a dispute arises concerning the provisions of this Agreement or the performance of any of the parties mentioned, the parties hereby agree to settle the dispute by equally paying for mediation in the State where the Services are being performed. In connection thereto, the parties agree to enter into negotiations, in good faith, and through the neutral mediator, in an attempt to resolve the dispute. Mediation is a prerequisite to the parties commencing a legal action.

Notwithstanding the paragraph above, if the parties have a dispute, Core Concrete LLC may, before, during, or after any mediation or other legal proceeding, take any steps required by law to preserve or secure any lien on the property to enforce payment of monies due. Specifically, Core Concrete LLC may record one or more lien certificates and may commence legal action to enforce and preserve any lien as provided under State law.

XIII. Termination. During the course of this Agreement, Core Concrete LLC may, at any time and for any reason, terminate their Services hereunder at Core Concrete LLC's convenience with at least five (5) business day(s) written notice to the Client. In the event of termination for convenience, Core Concrete LLC shall recover only the actual cost, overhead, and other related expenses of work completed to the date of termination, in approved units of work or percentage of completion. **20% of the Retainer is non-Refundable and will not be returned.**

XIV. Change Orders. Any alteration or deviation from the Services mentioned or any other contractual specifications that result in a revision of this Agreement must be mutually agreed to in writing by Client and Core Concrete LLC and attached to this Agreement as a change order ("Change Order").

XV. Entire Agreement. This Agreement represents the entire agreement between the Client and Core Concrete LLC. This Agreement supersedes any prior written or oral representations.

XVI. Time. Time is of the essence of this Agreement. Core Concrete LLC shall provide the Client with scheduling information in a form acceptable to the Client and shall conform to the Client's progress schedules, including any changes made by the Client in the scheduling of Services. Core Concrete LLC shall coordinate its Services with that of all other Clients, Core Concrete LLCs, suppliers and/or materialmen so as not to delay or damage their performance.

XVII. Delays. Should Core Concrete LLC unreasonably delay the Client or any other Core Concrete LLCs, suppliers and/or materialmen on the entire project, Core Concrete LLC will indemnify the Client and hold Client harmless for any damages, claims, demands, stop notices, and other costs or liabilities imposed on the Client caused by said delay. Among other remedies for Core Concrete LLC's delay, the Client may supplement Core Concrete LLC's work and deduct associated costs at Client's election.

XVIII. Inspection of Services. Core Concrete LLC shall make the Services accessible at all reasonable times for inspection by the Client. Core Concrete LLC shall, at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in Core Concrete LLC's Services and give prompt notice of any defect therein. Core Concrete LLC

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assumes full responsibility to protect the work done hereunder until final acceptance by the Client or any authorized third (3rd) party.

XVIX. Labor Relations. Core Concrete LLC shall maintain labor policies in conformity with the directions of the Client and under State laws.

XX. Indemnification. To the fullest extent permitted by law, Core Concrete LLC shall defend, indemnify and hold harmless Client, along with any of its employees or individuals associated with its organization, from claims, demands, causes of actions and liabilities of any kind and nature whatsoever arising out of or in connection with Core Concrete LLC's Services, caused by any act or omission of Core Concrete LLC or anyone employed directly or indirectly by Core Concrete LLC or on Core Concrete LLC's account related to Core Concrete LLC's Services hereunder. However, Core Concrete LLC shall not be obligated to indemnify any party for claims arising from the negligence or willful misconduct of Client or its agents or employees or arising solely by the designs provided by such parties. Additionally, to the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Core Concrete LLC, along with any of its employees or individuals associated with its organization, from claims, demands, causes of actions and liabilities of any kind and nature whatsoever arising out of or in connection with the project for which Core Concrete LLC's Services pertain, caused by any act or omission of the Client or anyone employed directly or indirectly by Client or on Client's account. The indemnity set forth in this Section shall not be limited by any insurance requirement or any other provision of this Agreement.

XXI. Required Licenses. All parties of this Agreement, including but not limited to, Client, Core Concrete LLC, other Sub-contractors, and all parties' direct or indirect employees and agents shall be licensed in accordance with respective State laws where the individual is performing their trade or service. All individuals under this agreement shall be regulated by their respective licensing board which has jurisdiction to investigate complaints made by any third (3rd) parties.

XXII. Confidentiality. For the purposes of this Agreement, "Confidential Information" shall mean any information or material that is proprietary to a party or designated as confidential by such party ("Disclosing Party") and received by another party ("Receiving Party") as a result of this Agreement. Confidential Information may be considered any information that is conceived, originated, discovered or developed in whole or in part by Core Concrete LLC in accordance with providing their Services. Confidential Information does not include (1) information that is or becomes publicly known without restriction and without breach of this Agreement or that is employed by the trade at or after the time the Receiving Party first learns of such information; (2) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; (3) information the Receiving Party lawfully receives from a third (3rd) party without restriction of disclosure and without breach of a nondisclosure obligation; (4) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions of further disclosure; or (5) information the Receiving Party develops independent of any information originating from the Disclosing Party.

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A. Confidential Information. Confidential Information of the Client and Core Concrete LLC, which shall not be disclosed to third (3rd) parties, includes, without limitation: software [in various stages of development], designs, drawings, specifications, models, price lists, pricing policies and financial information, and this Agreement.

B. Non-Disclosure. The parties hereby agree that during the term of this Agreement, and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all documentation and records which in any way incorporate Confidential Information.

XXIII. Notices. All notices under this Agreement shall be in writing and sent to the address of the recipient specified herein. Any such notice may be delivered by: Email (preferred); Hand; by Overnight Courier; Certified Mail with return receipt; and will be deemed to have been received (1) if delivered by Email – at the time of delivery; (2) if delivered by Hand; (2) if delivered by Overnight Courier – 24 hours after the date of delivery to Courier with evidence from the Courier; (3) if delivered by Certified Mail with return receipt – the date as verified on the return receipt.

XXIV. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXV. Independent Client. No term, covenant, condition, or provision of this Agreement shall be considered to create an employer and employee relationship, a master-servant relationship, or a principal and agent relationship between Core Concrete LLC and/or any of Core Concrete LLC's employees and the Client. All parties to this Agreement attest that the relationship between the Client and Core Concrete LLC shall be recognized as Core Concrete LLC acting as an independent Client.

XXVI. Force Majeure. Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, prolonged shortage of energy, and pandemic(s). In the event of such delay, any date stated herein shall be extended by a period of time reasonably necessary by both Client and Core Concrete LLC. If the delay remains in effect for a period more than thirty (30) days, either party has the right to terminate this Agreement upon written notice to the other.

XXVII. Governing Law. This Agreement shall be governed under the laws in the State of Wyoming.

XXVIII. Attachments. The parties may attach any plans, schematics, drawings, details, or other information to assist with describing the aforementioned Services. Any attachment made shall be made part of this entire Agreement.

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XXIX. Damages waiver. Given that the services requested of Core Concrete LLC may involve the use of heavy machinery, the parties hereto anticipate and acknowledge that incidental damage to the Property and premises adjacent to the job site (including but not limited to damage to landscaping, fences, and other property or improvements) may arise as a result of and in the normal course of Core Concrete's construction efforts. The Client assumes the risk of such incidental damage and agrees that Core Concrete, LLC shall not be responsible for or liable to the Client or any other party for any such incidental damage.

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IN WITNESS WHEREOF, this Agreement was signed by the parties by their duly authorized officers/agents and made effective as of the undersigned date.

Client's Signature: _____ **Date:** _____

Print Name: _____

Company Name: _____

Core Concrete's Signature: _____ **Date:** _____

Print Name: _____

Role: _____

NOTARY PUBLIC (Below)

State of _____

County of _____

This _____ signed and sworn to (or affirmed) before me on
Title of document being signed & sworn eg. affidavit

_____ by _____
Date Name(s) or Person(s) Making Statement

Signature of Notarial Officer

Title (e.g. Notary Public)

My commission expires: _____