



CDR Facility Solutions – Subcontractor Master Service Agreement (MSA)

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1. PURPOSE AND PARTIES

This Subcontractor Master Service Agreement ("Agreement") is entered into by and between CDR Facility Solutions LLC ("CDR") and the undersigned subcontractor ("Contractor"). This Agreement governs performance of commercial disaster recovery, mitigation, restoration, reconstruction and related services on a project-by-project basis under written work orders or purchase orders issued by CDR.

2. INDEPENDENT CONTRACTOR

Contractor is an independent business and not an employee, partner, joint venturer, agent, or representative of CDR. Contractor is solely responsible for payroll, taxes, licenses, permits, supervision, and means and methods of its work.

3. SCOPE OF WORK; NTE; CHANGE ORDERS

Authorized scopes include: (a) commercial water damage mitigation; (b) fire and smoke restoration; (c) mold remediation; (d) board-up and temporary weather protection; (e) emergency electrical and plumbing; and (f) general contracting/reconstruction. Each assignment begins with a written Not To Exceed (NTE) amount. Contractor shall not exceed the NTE without a written Change Order signed by CDR. Additional work or funds must be approved in writing by CDR before work proceeds.

4. RESPONSE TIME; STAFFING

Upon notice to proceed, Contractor shall mobilize and arrive on site within two (2) hours when

local/regional conditions permit, or as otherwise directed for catastrophe deployments. Contractor shall maintain qualified, properly badged personnel for the duration of the work.

5. QUALITY; STANDARDS

Contractor shall perform all services in accordance with industry standards including IICRC S500 (water), IICRC S520 (mold), NFPA and NEC/OSHA standards, applicable building codes, manufacturer guidance, and CDR directives. Materials shall be new and of merchantable quality unless otherwise approved.

6. SAFETY; COMPLIANCE

Contractor shall comply with all applicable laws and regulations including OSHA 29 CFR 1910/1926, EPA, state and local codes, RRP/lead, asbestos, silica, confined space, lockout/tagout and hazard communication. Contractor shall implement site-specific safety plans and Job Hazard Analyses (JHAs), provide PPE, and immediately report any incident to CDR within four (4) hours.

7. INSURANCE REQUIREMENTS

Contractor shall maintain, at its sole cost, the following minimum coverage: (i) Commercial General Liability \$2,000,000 per occurrence and \$2,000,000 aggregate; (ii) Commercial Auto Liability \$1,000,000 combined single limit (including owned, hired and non-owned autos); (iii) Workers' Compensation statutory and Employers' Liability \$1,000,000; (iv) Umbrella/Excess Liability \$1,000,000. Policies shall name CDR Facility Solutions LLC as Additional Insured on a primary and non-contributory basis, include Waiver of Subrogation, and provide 30 days' notice of cancellation. Certificates of Insurance (COIs) and endorsements must be delivered to CDR before mobilization and kept current for the term of this Agreement.

8. BUSINESS LICENSES AND PERMITS

Contractor shall maintain all required business licenses, trade licenses, permits and registrations in the jurisdictions of work and present proof to CDR upon request.

9. TOOLS, EQUIPMENT AND CLEANUP

Contractor shall furnish all labor, supervision, tools, equipment, and consumables necessary to complete the work. Contractor shall keep the site clean and secure, remove debris, and dispose of waste lawfully with manifests as required.

10. DOCUMENTATION; PHOTOS; REPORTING

Contractor must provide time logs, moisture maps, meter readings, daily reports, before/during/after photos, disposal manifests, permits, inspection approvals and warranties as applicable. All documentation becomes part of the Project Closeout Package and a condition precedent to payment.

11. INVOICING; PAYMENT; PAY■WHEN■PAID

Contractor shall invoice in accordance with CDR instructions and the issued work order. Payment to Contractor is expressly contingent upon and shall not be due until CDR is paid by its client for the corresponding work ("Pay■When■Paid"). After CDR receives and clears payment, and after verification of deliverables and lien waivers, CDR will pay undisputed amounts within Net 30–45 days. No draws or advances will be issued. Any draw must be pre■approved in writing by CDR and CDR's client and shall not be payable until CDR first receives such client funds.

12. RATES; TAXES; WITHHOLDING

Unless unit pricing is specified, work is billed per the approved rate schedule attached or referenced in the work order. Contractor is responsible for all applicable taxes. CDR may withhold amounts for defective or incomplete work or third■party claims attributable to Contractor.

13. LIEN WAIVER; NO LIENS

To the fullest extent permitted by law, Contractor waives and releases all mechanics' lien and bond claim rights against the project and agrees not to file or maintain any lien, stop■notice or similar claim. If prohibited by law, Contractor shall, within three (3) business days of notice, bond off or discharge any lien filed by or through Contractor at its sole cost.

14. CONFIDENTIALITY; NON■SOLICITATION

Contractor shall keep confidential all CDR and client information, procedures, pricing and project data and use such information solely to perform the work. During the term and for one (1) year thereafter, Contractor shall not solicit or perform work directly for a CDR client at a project location arising from CDR■introduced opportunities without CDR's written consent.

15. INTELLECTUAL PROPERTY; PUBLICITY

All project documentation prepared by Contractor for the work shall be owned by CDR. Contractor shall not use CDR's name or logo in advertising without written approval.

16. SUB■TIER SUBCONTRACTING

Contractor shall not subcontract any portion of the work without CDR's prior written consent. Contractor

remains fully responsible for the acts and omissions of sub■tier contractors.

17. WARRANTY

Contractor warrants its workmanship will be free from defects for not less than one (1) year from substantial completion, or longer if required by law or the work order. Contractor shall promptly correct defects at no cost and reimburse CDR for damages caused by defective work.

18. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless CDR, its affiliates, clients and their respective officers, directors and employees from and against claims, damages, losses, costs and expenses, including attorneys' fees, arising out of or resulting from Contractor's work, except to the extent caused by the sole negligence of an indemnified party.

19. TERMINATION

CDR may terminate for convenience upon written notice; Contractor shall stop work and submit a closeout invoice for completed, accepted work only. CDR may terminate for cause due to default, safety violations, noncompliance, or inadequate performance; in such case CDR may supplement or replace Contractor at Contractor's expense.

20. FORCE MAJEURE

Neither party shall be liable for delays due to causes beyond its reasonable control, including acts of God, war, terrorism, government actions, labor disputes or catastrophic events; however, Contractor shall take reasonable steps to mitigate and promptly notify CDR.

21. AUDIT; RECORDS

CDR may audit timecards, equipment logs, purchase receipts and other project records. Contractor shall keep accurate records for at least three (3) years after final payment.

22. DISPUTE RESOLUTION; VENUE; GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflicts principles. Exclusive venue and jurisdiction lie in the state or federal courts located in Virginia, and Contractor consents to such courts. The parties waive jury trial to the extent permitted by law.

23. NOTICE

Notices shall be in writing and deemed given when delivered by hand, recognized courier, or email with

confirmation to the addresses designated by the parties on the signature page.

24. ENTIRE AGREEMENT; ORDER OF PRECEDENCE

This Agreement, together with exhibits and written work orders, constitutes the entire agreement and supersedes prior discussions. In case of conflict, the work order (including NTE/Change Orders) controls, then this Agreement, then other documents.

25. ELECTRONIC SIGNATURES; COUNTERPARTS

The parties consent to electronic signatures and execution in counterparts, each of which is deemed an original and together one instrument.

SIGNATURES

For CDR Facility Solutions LLC: Name: James C. Cox Jr.; Title: Strategic Director.

For Contractor: Provide company name, authorized representative, title, address, phone, email, signature and date in the fields below.

SIGNATURES

For CDR Facility Solutions LLC:

Name: James C. Cox Jr. Title: Strategic Director

Signature: _____ Date: _____

For Contractor (fill the fields below):

Company Name:

Authorized Representative:

Title:

Address:

Phone:

Email:

Signature: Date: