



# MetWest™

## MASTER CONTRACT

This Master Contract made and entered into in Los Angeles, California this date \_\_\_\_\_ by and between Metropolitan West hereafter called "CONTRACTOR" and \_\_\_\_\_ hereinafter referred to as "VENDOR" agrees to provide installation and perform the work necessary to complete the project in strict accordance with the Contract Documents and as more particularly, though not exclusively, specified in:

Installers, General CONTRACTORS, Subcontractors, Glaziers (hereinafter referred to as "VENDOR" or "VENDORS") agrees to provide installation and perform the work necessary to complete the project in strict accordance with the Contract Documents and as more particularly, though not exclusively, specified in:

*Installation of material provided by CONTRACTOR.*

VENDOR agrees to submit all invoices for this contract agreement to Metropolitan West.

CONTRACTOR agrees to pay VENDOR for the performance of work subject to additions and deletions for changes in the work as may be agreed upon, and to make payment in accordance with the payment terms.

Payment terms – CONTRACTOR agrees to pay VENDOR Net 30 terms for all labor.

CONTRACTOR requires proof of General Liability Insurance Coverage through an insurance carrier with an A.M. Best Rating of "A-VII" or better, see Insurance Certificate(s) Request Form for specific limits.

— CONTINUED ON NEXT PAGE —

1. General Conditions of the Contract for Construction (AIA Document 201) are made part of this contract.
2. The VENDOR agrees to warrantee and guarantee all labor and workman-ship for a period of one year from date of full completion of work.
3. The VENDOR will furnish all labor, implements, tools, etc., required to carry on his work in the most approved and up to date manner. The VENDOR will, if required by the CONTRACTOR do all necessary cutting and patching of his own work for the installation of other works in the building The VENDOR shall, daily, or less frequently as the CONTRACTOR will require, remove from the premises all debris and dirt caused by his work and all the VENDORS unused materials, and at the completion of the building the VENDOR shall leave his work in the building and else where on the premises properly finished.
4. The VENDOR agrees that he will, during the performance of his work, plan proper guards upon and about the same for the prevention of accidents, and that he will indemnify and save harm less the CONTRACTOR for any loss or damage which the CONTRACTOR may sustain by reason of injury or damage to its work, tools, or materials, or the work, tools, or materials of any other VENDOR, or to the building or structure, or to any adjoining building or structure, or to any adjoining work or property, whether of any VENDOR or any other person or for injury to any person, or person, either workman or the public arising out of the performance of the work hereunder, or by or on ac count of any act or omission of the said VENDOR. The VENDOR shall also cover, protect and exercise due diligence to secure the work from injury, and all damage or injury to the same, not cause by the CONTRATOR, shall be made good by the VENDOR. The VENDOR agrees to pay or allow all just charges of the CONTRACTOR for repairs to other work made necessary by damage or injury done by this VENDOR, and for removal of rubbish, etc., occasioned by the said VENDOR and also agrees to pay or allow charges of the CONTRACTOR for glass breakage. The VENDOR fur-ther agrees that where other contractors or VENDORS are employed on the work or structure, he will not hold the CONTRACTOR responsible for loss or damage or injury caused by any fault or negligence of such Other contractor or vendor, and he further agrees that he will enter into written hold harmless agreements, the form thereof to be subject to the approval of the CONTRACTOR with each such Other contractor and vendor for the protection of the CONTRACTOR from any such damage or injury. The VENDOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the VENDOR or otherwise, and to all property caused by resulting from, arising out of or occurring in connection with the execution of the work provided for in this contract, whether such claim be based upon the CONTRACTORS alleged active or pas-sive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the CONTRACTOR and the VENDOR agrees to indemnify and save harmless the CONTRACTOR and the Owner, and their respective agents, servants and employees from and against any and all loss, expenses, damage or injury that CONTRACTOR, the Owner and their respective agents, servants and employees may sustain as a result of any such claim.
5. (A) INDEMNITY-VENDOR agrees to indemnify and save harmless the Owner, CONTRACTOR and their agents and employees, and any other party designated by project specification from any and all liability, claims, loss, damages, or injuries to any person or to property, in cluding injuries to VENDOR employees, and all expenses or investigating and defending against the same - (a) arising from, or connected with the performance of, or failure to per form, the work or other obligations of this VENDOR, (b) caused or claimed to be caused by the independent negligence of the VENDOR of the concurrent negligence of the VENDOR with the active or passive negligence of the CONTRACTOR, Owner or any other party designated by project specifications or their agents or employees. (B) INSURANCE - To procure, pay for and maintain at all times during the performance of work under this Contract, insurance under forms and through companies and agencies acceptable to the CONTRACTOR and/or Owner, as follows:
  1. Statutory Worker's Compensation Insurance and Employer's Liability Insurance with minimum limit specified in Insurance Certificate(s) Requirements, coverage shall be endorsed to include occupational disease and voluntary compensation for employee classifications excluded from Statutory Benefits.
  2. Comprehensive General Liability Insurance including owned and non-owned auto, CONTRACTOR'S protective, blanket contractual broad form property damage, and products and completed operations liability coverage, with limits specified in Insurance Certificate(s) Requirements for property damage claims, unless higher limits are required by project specifications. This blanket contractual insurance coverage shall recognize and insure the indemnification of Paragraph (A) above.

— CONTINUED ON NEXT PAGE —

3. The VENDOR shall furnish to the CONTRACTOR prior to commencement of work at the project site or within ten (10) days after signing this Contract, whichever should first occur. Certificates of the insurance required in sub-paragraphs 1 and 2 above and which confirm that the policies have been endorsed to provide as follows. VENDOR indemnifies Owner, CONTRACTOR and any other party designated by the project specifications and will cause them to be named as additional insured for the project under VENDORS Comprehensive General Liability policy.
4. At least twenty (20) days prior written notice will be furnished to CONTRACTOR by the insurer before reduction or cancellation of the policy. The policy shall be endorsed to indicate that it is primary and any similar insurance which the Owner of CONTRACTOR or other designated party may effect to carry for their own protection shall be secondary or excess and not contributing insurance.
5. To insure his interests and work product from loss resulting from fire, earth settlement, earth quake, theft, embezzlement, riot or any other cause whatsoever, and neither Owner or other party designated by the Project Specifications nor the CONTRACTOR will under any circumstances, be liable or accountable to the Vendor for such loss. The Vendor shall require that coverage contains a waiver of subrogation in favor of the Owner, CONTRACTOR and said other designated party. Nothing contained herein shall relieve the VENDOR of his responsibility to respond directly to the CONTRACTOR and other project VENDORS for damage he may cause to their interest without recourse to insurance carried by Owner or CONTRACTOR.
  - a. The VENDOR agrees to assume full and exclusive liability for the payment of any sums due under any and all laws governing all payroll related taxes, including, but not limited to unemployment or disability benefits for the benefit of said VENDORS employees engaged in the performance of work subject to this contract VENDOR, where required by law, shall make payroll deductions and payments to insure that State Unemployment Benefits. Disability Benefits and any other payroll related deductions and /or taxes remain in full force and effect for the benefit of his employees. VENDOR agrees to indemnify and hold-con-tractor harmless from any and all liability which may be imposed by any governmental agency with respect to the aforementioned.
  - b. VENDOR further agrees to comply with all requirements of Federal, State or other government agency with respect to deductions for taxes and social security from his employees' wages. The VENDOR further agrees to indemnify and hold harmless the CONTRACTOR for any assessments or penalties which may be levied on the CONTRACTOR by any State, Federal or governmental authority by reason of VENDORS failure to comply with any of the requirements of law, governing payroll tax deductions and social security deductions.
- c. The VENDOR further agrees that his VENDORS will observe and comply with the aforesaid provisions, all of which shall be specifically set forth in each VENDORS contract. The parties hereto agree that the VENDOR herein shall be considered the employer of all employees engaged by said VENDOR to perform under this contract. In the event VENDOR does not incorporate the foregoing provisions in his VENDORS then VENDOR agrees that he shall be deemed the employer of all of his VENDORS and their employees, and VENDOR further agrees to indemnify and hold harmless contractor from any and all liability as set forth in 6 (a) and (b) above.
6. The VENDOR shall procure and pay for all necessary permits required for performance by the VENDOR.
7. The VENDOR shall not sub-contract any part of the work herein provided for without first obtaining written approval of the CONTRACTOR, and the approval of the CONTRACTOR shall not release the VENDOR from any direct responsibility or liability in connection with said VENDOR. Any assignment or attempt to assign any part of the CONTRACTOR'S interest in the work herein provided for or in monies due or which may become due to the VENDOR under this contract shall be void and of no force and effect unless prior thereto the VENDOR shall have obtained the written consent to the CONTRACTOR.
8. The CONTRACTOR may at any time during the progress of this work, make any additions to alterations in, or deviations from, the drawings or specifications or revisions without invalidating this agreement, and the VENDOR shall diligently perform the work as so added to, altered or deviated from. If such additions, alterations, or deviations shall result in any additional work or in the omission of any of the work, then, in that event, the fair and reasonable value of the same as provided in Paragraph 15 shall be added to, or deducted from, the amount herein agreed to be paid by the CONTRACTOR, provided however, that no additional work shall be considered extra unless the same shall be done in pursuance of a verbal work order number given by the CONTRACTOR.

— CONTINUED ON NEXT PAGE —

9. PREVENTION OF LIENS - To pay, when due, all claims for (a) labor, (b) materials, (c) contracts of VENDOR, and to prevent the filing of any lien of mechanics or materialmen or attachments, garnishments, or suits involving the title of the property upon which the improvements are erected. VENDOR agrees within ten (10) days after written demand to cause the effect of any such suit or lien to be removed from the premises, and in the event the VENDOR shall fail to do so. CONTRACTOR is authorized to use whatever means he may deem best to cause said lien attachment or suit together with its effects upon the title, to be removed, discharged, compromised, or dismissed and the costs thereof shall become immediately due CONTRACTOR. VENDOR may litigate any lien or suit above described provided he cause the effect thereof to be removed from the premises above mentioned and shall further do such things as may be necessary to cause Owner not to withhold any monies due to CONTRACTOR from Owner by reasons of such liens, or suits, and shall execute and deliver to CONTRACTOR such affidavits, contracts, bills, records, accounts, etc. as CONTRACTOR may deem necessary for protection in such events.
10. The VENDOR shall, on each application for payment, submit appropriate receipts and lien waivers as required by CONTRACTOR.
11. If the Agreement between the Owner and the CONTRACTOR, provides that the Owner, CONTRACTOR and all VENDORS waive all rights of recovery, had by each against the others, for damages that may be claimed as a result of loss by fire or other casualty insured against under the fire loss and extended coverage policies provided for under said Agreement, except as to their respective interests in insurance proceeds held by Owner, and trustee, then, and in such event, the VENDOR hereby affirms and ratifies such waiver of right recovery.
12. This contract shall be constructed in accordance with the laws of the State of California, unless a different intent of the parties is expressed in writing on the front of this agreement.
13. The VENDOR shall be liable for and agrees to make payment or any change in lieu thereof which shall become due and payable by reason of doing the work provided for under this contract.
14. The VENDOR is to perform any extra work, other than overtime work, ordered by the CONTRACTOR, on basis as elected by the CONTRACTOR of (I) a negotiated price or of (II) actual cost to either the VENDOR or to others performing such work for the VENDOR of labor and the supplier's change for materials plus overhead, plus profit.
15. In the event of any dispute concerning the scope or the work to be performed hereunder, or under Paragraph 9 of this contract, or the amount of compensation payable, there shall be no delay or work stoppage by reason thereof and the VENDOR will diligently proceed with the work upon written order from the CONTRACTOR, subject to any later determination of the rights of the parties. Should overtime work be ordered by the CONTRACTOR, the CONTRACTOR will pay the VENDOR only the actual labor cost of said overtime work, plus Compensation insurance on said additional labor and any other payroll insurance. Any extra overtime work performed by others for the VENDOR is to be paid for by the VENDOR on the same basis as specified above. In the case of overtime work, the CONTRACTOR will then pay the VENDOR the exact cost of such overtime work performed by others.
16. If any paragraph, sub-paragraph, sentence, clause, phrase or work of this agreement shall be held invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining parts of this agreement.

— CONTINUED ON NEXT PAGE —



## MASTER CONTRACT CONT.

### PROJECT RULES

1. No eating inside the buildings. All liquids and food are to be kept outside. When finished all trash is to be placed in trash container. If eating outside, do so in an assigned or designated location.
2. No radios.
3. No horseplay of any kind.
4. No smoking. Anyone caught smoking on the site will be removed and not allowed back.
5. Make sure to turn off all lights when you leave.
6. Do not place tape on the entry doors locks. Site to be secured at all times.
7. All ladders are to be padded on the bottom to prevent noise / scratches as much as possible.
8. Pick up and place all tools, equipment, and material. No dragging across the floor or dropping any heavy items.
9. Vendor is responsible for cleaning up their mess daily and placing in designated containers.
10. No cleaning of any paint tools in any sinks on site.
11. Do not lean on any walls including elevator panels.
12. Do not remove or cut any items that might be in the way of the area of your work, specifically when working near drop ceiling.
13. Always notify a supervisor to coordinate with other trades to prevent any conflict that would prevent the project from passing inspection.
14. Off hours access must be coordinated with the site Superintendent.
15. No installation or use of any hazardous, toxic, or potentially disruptive materials on any job site.
16. All subcontractor employees or vendors must comply with wearing appropriate and clean work attire prior to entering any job site premise or commencing work. Work site attire must also include appropriate health and safety gear that meets all industry and OSHA standards, including but not limited to hard hats, eye safety gear, closed toed boots, and long-legged pants, and shirt identifying MetWest.

— CONTINUED ON NEXT PAGE —



- 17. Onsite communications will be directed only to Metropolitan West, Inc and Superintendent. No communications to clients, tenants or other outside personal.
- 18. Do not use common building restrooms for cleaning any equipment and clean up after yourself.
- 19. Change order work is only authorized and approved by Metropolitan West.
- 20. Please remember to come to work with a good attitude even if you are having a bad day.
- 21. It is imperative that you treat others with same respect with which you would want them to treat you.
- 22. Follow local COVID guidelines.

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT (I) IT HAS READ, UNDERSTOOD AND AGREES TO COMPLY WITH EACH OF THE FOREGOING PROJECT RULES, AND (II) THAT A VIOLATION OF ANY OF THE FOREGOING PROJECT RULES SHALL CONSTITUTE A VIOLATION OF THE AGREEMENT, ENTITLING CONTRACTOR TO EXERCISE ALL OF ITS RIGHTS AND REMEDIES UNDER THE AGREEMENT.

---

Signature of Vendor

---

Title

---

Date