

Change Order

PROJECT: <i>(Name and address)</i> Mansfield ISD 2024 Bond Program P3 Wester Middle School Addition & Renovation Final GMP 1520 North Walnut Creek Drive Mansfield, Texas 76063	CONTRACT INFORMATION: Contract For: General Construction Date: August 04, 2025	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: April 06, 2026
OWNER: <i>(Name and address)</i> Mansfield Independent School District 605 East Broad Street Mansfield, Texas 76063	ARCHITECT: <i>(Name and address)</i> Huckabee & Associates, Inc. 801 Cherry Street, Suite 500 Fort Worth, Texas 76102	CONTRACTOR: <i>(Name and address)</i> Reeder General Contractor, Inc. 6600 Hawks Creek Avenue, Suite 200. Fort Worth, Texas 76109

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The roofing scope was removed from the GMP and the CMAR shall still manage the Owners roofing contractor.

The original Guaranteed Maximum Price was	\$ 19,285,599.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 19,285,599.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ 439,875.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 18,845,724.00

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be July 09, 2027

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

 _____ ARCHITECT <i>(Signature)</i>	 _____ CONTRACTOR <i>(Signature)</i>	_____ OWNER <i>(Signature)</i>
BY: Erin Evans _____ <i>(Printed name, title, and license number if required)</i>	J. Tenner Whitson _____ <i>(Printed name and title)</i>	BY: Dr. Benita Reed _____ <i>(Printed name and title)</i>
04/14/2026 _____ Date	4/14/26 _____ Date	_____ Date



04/14/2026

PROPOSAL No. 010 - RFP 05 Roofing Credit

Document Reference: MISD WESTER RFP 05
(attached hereto)

To: Bruce Morris / Lacy Beckler

DATE: 3/9/2026

PROJECT: MISD -Brooks Wester Middle School Additions and Renovations GMP 2

REASON FOR REQUEST: RFP 05 Roofing Credit

Our quote on the following is in the amount of:

Credit of Four Hundred Thirty Nine Thousand Eight Hundred Seventy Five and 00/100
(\$439,875.00)

This Change Order is based on the following:

Per MISD, roofing scope for this project shall be removed from GC's contract and issued as a deductive change order. This cost shall include the full roofing scope cost, include downspouts, coping, and associated flashing at roof edge, penetrations and curbs, as well as associated insurance. GC shall keep all management, including scheduling, coordination and submittal processing and review in their scope. Management fee of 2.5% has been removed from the overall credit for management and document control on the roofing scope of work.

FUNDING SOURCE: Removal from Contract back to Owner

Sincerely,
REEDER GENERAL *Contractors Inc.*

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. Reeder General Contractors is authorized to proceed with the additional work as specified by this this proposal and all "Doc. Reference" as listed above. Payment to be made 30days net upon final completion of the work or per the conditions of the existing contract if this proposal is a Change Order .

By: _____

Date: _____

Itemization Sheet

Proposal No: 010 - RFP 05 Roofing Credit

ITEM	DESCRIPTION	QTY.	UNIT	COST	Subtotals	TOTALS
1	LABOR					
2	Detailing & Document Preparation	0.00	HR	\$120.00	\$0.00	
3	Overtime Supervision	0.00	HR	\$87.00	\$0.00	
4	Supervision	0.00	HR	\$58.00	\$0.00	
5	Equipment Operator	0.00	HR	\$34.00	\$0.00	
6	Carpenter	0.00	HR	\$34.00	\$0.00	
7	Labor Forman	0.00	HR	\$29.00	\$0.00	
8	Labor - Moving	0.00	HR	\$23.00	\$0.00	
9	Labor - Clean Up Ex Entry	0.00	HR	\$35.00	\$0.00	
10	Private Property Underground Utility Locating	0.00	HR	\$125.00	\$0.00	
11	Surveying and Layout	0.00	HR	\$125.00	\$0.00	
12		0.00			\$0.00	
13				Labor Burden	\$0.00	
14					LABOR TOTAL	\$0.00
16	MATERIALS / EQUIPMENT / RENTALS					
17	Disposal	0.00	DR	\$750.00	\$0.00	
18	Small Tools	0.00	LS	\$50.00	\$0.00	
19	Safety Supplies	0.00	EA	\$50.00	\$0.00	
20	Barricades	0.00	EA	\$45.00	\$0.00	
21	Scaffolding & Ladders	0.00	Day	\$57.00	\$0.00	
22	Dust Control	0.00	Day	\$47.00	\$0.00	
23	Trailer	0.00	Day	\$75.00	\$0.00	
24	Truck	0.00	Day	\$185.00	\$0.00	
25	Skid Steer/Fork Lift/ Mini Excavator	0.00	Day	\$193.00	\$0.00	
26	Plans & Specs-Min Charge	0.00	LS	\$50.00	\$0.00	
26				MATERIALS / EQUIPMENT / RENTALS TOTAL		\$0.00
28	SUBCONTRACTORS & OTHER SUPPORT					
29	Paragon Roofing	1.00	LS	(\$450,000.00)	-\$450,000.00	
30	Reeder Construction - 2.5% Fee	1.00	LS	\$10,125.00	\$10,125.00	
31		0.00	LS		\$0.00	
32		0.00	LS		\$0.00	
33		0.00	LS		\$0.00	
34		0.00	LS		\$0.00	
35		0.00	LS		\$0.00	
36		0.00	LS		\$0.00	
37				SUBCONTRACTORS & OTHER SUPPORT TOTALS		(\$439,875.00)
38						
39	Additional Calendar Days To Be Added:	0	DAYS			

COMMENTS:	<i>SUB-TOTAL</i>	(\$439,875.00)
	<i>4% OH&P</i>	\$0.00
	<i>SUB-TOTAL</i>	(\$439,875.00)
	<i>.017% Bond</i>	
	<i>.0038% GL Ins</i>	
	<i>BR Ins</i>	
	GRAND TOTAL	(\$439,875.00)

LEGEND:

MH Man-hours

DR Dump & Return

EA EACH

LS Lump Sum

By: Kayla Cordero

Project Name: Brooks Wester Middle School
Client: Mansfield ISD
Mansfield, Texas
Project Number: 01885-14-01



01/29/2026

ARCHITECTURAL ITEMS FOR RFP NO. 5

REFERENCE IS MADE TO THE DRAWINGS AND THE PROJECT MANUAL AS NOTED:

CLARIFICATIONS:

Per MISD, roofing scope for this project shall be removed from GC's contract and issued as a deductive change order. This cost shall include the full roofing scope cost, include downspouts, coping, and associated flashing at roof edge, penetrations and curbs, as well as associated insurance. GC shall keep all management, including scheduling, coordination and submittal processing and review in their scope.

END OF ARCHITECTURAL REVISION

Huckabee

Project Name: Brooks Wester Middle School
Client: Mansfield ISD
Mansfield, Texas
Project Number: 01885-14-01



01/29/2026

ARCHITECTURAL ITEMS FOR RFP NO. 5

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CLARIFICATIONS:

Per MISD, roofing scope for this project shall be removed from GC's contract and issued as a deductive change order. This cost shall include the full roofing scope cost, include downspouts, coping, and associated flashing at roof edge, penetrations and curbs, as well as associated insurance. GC shall keep all management, including scheduling, coordination and submittal processing and review in their scope.

END OF ARCHITECTURAL REVISION

Huckabee



Contract WS3-WO-20

REEDER Construction
6600 Hawks Creek Ave
Suite 200
Westworth Village, Texas 76114
Phone: (817) 439-2022

Project: MISD-WS3 - MISD- WS3 - Wester JWP3
1520 N Walnut Creek Dr
Mansfield, Texas 76063
Phone: 682-314-1800

+ Paragon Roofing - Roofing - WS3

DATE CREATED:	09/02/2025		
CONTRACT COMPANY:	Paragon Roofing, Inc 1601 N. Walton Walker Blvd. Dallas, Texas 75211-1044 Phone: (214) 630-6363 Fax: (214) 630-6677	CREATED BY:	Melina Garcia (REEDER Construction) 6600 Hawks Creek #200 Fort Worth, Texas 76114
CONTRACT STATUS:	Out for Signature	EXECUTED:	No
START DATE:	09/08/2025	SIGNED CONTRACT RECEIVED DATE:	
ESTIMATED COMPLETION DATE:	07/09/2027	ACTUAL COMPLETION DATE:	
CONTRACT DATE:		ISSUED ON DATE:	09/02/2025
EXECUTION DATE:		RETURNED DATE:	
LETTER OF INTENT DATE:	08/28/2025		
DEFAULT RETAINAGE:	5.0%		

ATTACHMENTS:

[MS2025 - Paragon Roofing, LLC.pdf](#), [Work Order-Paragon -WS3.pdf](#), [Exhibit A - Roofing R1 - WS3.pdf](#), [Exhibit B - List of Plans and Specs - Wester - JWP3.pdf](#), [Exhibit C - VE Post Bid Addendum - ws3.pdf](#), [COI Sample.pdf](#), [W9 Paragon 2024.pdf](#), [Exhibit F - Workplace Policy.pdf](#), [Exhibit G - Background Checks.pdf](#), [Exhibit H - Health & Safety.pdf](#), [Exhibit I - Project Information Sheet.docx](#), [Exhibit J - ACH Form & Notice.pdf](#), [Exhibit K - Tax Use & Resale - MISD.pdf](#)

#	Budget Code	Description	Amount
1	07-07.52.00.0.G2 Modified Bituminous Membrane R.GMP2	Roofing	\$450,000.00
Grand Total:			\$450,000.00

REEDER Construction
6600 Hawks Creek Ave
Suite 200
Westworth Village, Texas 76114

Paragon Roofing, Inc
1601 N. Walton Walker Blvd.
Dallas, Texas 75211-1044

9/6/2025

SIGNATURE

DATE

9/6/2025

SIGNATURE

DATE



MASTER AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Agreement No. MS2025-213121517

CONTRACTOR:

REEDER GENERAL CONTRACTORS, INC.
6600 Hawks Creek Ave., Suite 200
Fort Worth, TX 76114
(817) 439-2022
www.reedergeneral.com

SUBCONTRACTOR:

Paragon Roofing, LLC
1601 N Walton Walker Blvd.
Dallas, TX 75211
(469) 916-3433

This Master Agreement Between Contractor and Subcontractor ("Master Agreement") is effective by the execution of this Master Agreement by **REEDER GENERAL CONTRACTORS, INC.** ("Contractor") and by **PARAGON ROOFING, LLC** ("Subcontractor"), or by Subcontractor's acceptance of the terms of this Master Agreement by commencement of the performance of the Subcontract Work.

ARTICLE I SUBCONTRACT WORK

- 1.1 **Term of Master Agreement.** This Master Agreement establishes the general terms and conditions between Contractor and Subcontractor for all Work Orders entered between Contractor and Subcontractor, after the effective date noted hereof, This Master Agreement shall be for a term of one (1) year from the date hereof and shall continue on a year-to-year basis unless cancelled by either Party, by written notice to the other or superseded by another; provided, however, the cancellation or expiration of the term of this Master Agreement shall not affect either party's obligations under any Work Orders issued and accepted prior to such expiration or cancellation.
- 1.2 **Ordering and Acceptance.** Subcontract Work under this Master Agreement shall be ordered as follows:
 - 1.2.1 If Contractor desires Subcontractor to perform work on any Project, Contractor shall deliver a written Work Order, to Subcontractor. Upon issuance and acceptance of a Work Order, as evidenced by the signatures of both Contractor and Subcontractor thereon or by Subcontractor's commencement of the Subcontract Work, Contractor and Subcontractor shall have entered into a binding contract for performance of the Subcontract Work in accordance with the terms of this Master Agreement.
 - 1.2.2 The execution and delivery of this Master Agreement does not constitute a guaranty or commitment by Contractor that it will issue any Work Orders under this Master Agreement. Contractor and Subcontractor are contractually bound only to the extent Work Orders are issued by Contractor and accepted by Subcontractor, as evidenced by the signatures of both Parties thereon or by Subcontractor's commencement of the Subcontract Work stated in the Work Order.
- 1.3 **Subcontract Work.** For each Work Order, Subcontractor shall (i) furnish and pay for all labor, materials, fuel, equipment, transportation, tools, machinery, and supplies; (ii) perform all work; (iii) obtain and pay for all necessary approvals, permits, licenses, and fees; (iv) pay all state sales taxes, state and federal unemployment taxes, and all other taxes and fees associated with the subcontract labor and/or materials; (v) provide all required construction layout and surveying; and (vi) do all things necessary to complete the work to be performed under the Work Order, Scope of Work and Subcontractor's obligations under this Master Agreement (collectively the "Subcontract Work").
- 1.4 **Contract Documents.** The Contract Documents for each Work Order shall include: (i) this Master Agreement; (ii) the applicable Work Order and Scope of Work along with any attachments thereto; and (iii) all documents reflecting the agreement between Contractor and the Owner for the construction of the Project identified in the Work Order, including,



but not limited to, the plans, specifications, general conditions, special conditions, addenda, performance bond, and payment bond (the "Prime Agreement"). For any Work Order issued under this Master Agreement, the Prime Agreement (subject to redaction of pricing information and such other information deemed by Contractor as confidential information) will be available for Subcontractor's review upon request at Contractor's office during normal business hours.

- 1.4.1 Subcontractor agrees and represents to Contractor that prior to acceptance of any Work Order, Subcontractor will read the Contract Documents pertaining to said Work Order and be familiar with each and every part thereof affecting the Subcontract Work, specifically including, but not limited to, all related drawings, plans, specifications, and all general conditions and special conditions incidental thereto.
- 1.4.2 Subcontractor agrees and represents to Contractor that prior to acceptance of any Work Order, Subcontractor will be satisfied by (i) examination as to the nature and location of the Subcontract Work; (ii) the character, quantity, and kinds, prices, and availability of equipment and materials necessary; (iii) the adequacy of any surface or subsurface conditions necessary to ensure proper performance of the Subcontract Work; and (iv) other local conditions or matters affecting compliance with the Contract Documents. Subcontractor accepts these existing conditions for the performance of the Subcontract Work at the Subcontract Price and in accordance with the Project Schedule.
- 1.4.3 Subcontractor agrees and represents to Contractor that prior to acceptance of any Work Order, Subcontractor will review the Owner's financial information and will accept the risks associated with the Owner's failure to make payment. Further, Subcontractor's acceptance of a Work Order, either by signature or initiation of the Subcontract Work, shall constitute Subcontractor's representation to Contractor and confirmation that prior to such acceptance of a Work Order: (i) Subcontractor reviewed the Owner's financial information; (ii) such information was adequate for Subcontractor to evaluate and understand the risks of the Owner's non-payment; (iii) Subcontractor accepted the risk of the Owner's non-payment as a condition precedent to Contractor's obligation to pay Subcontractor; and (iv) that the Subcontract Price includes an amount for assuming such risk of payment.
- 1.4.4 Subcontractor represents to Contractor that Subcontractor is fully qualified, in the business of contracting, building, and installing projects including, but not limited to, the construction, installation, and improvement of facilities and systems on a regular, fast-track and/or design-build schedules, and holds all valid approvals, authorizations, certifications, or licenses required to perform the Subcontract Work. Subcontractor further represents to Contractor that it has substantial experience and expertise in performing work similar to the Subcontract Work and is knowledgeable and familiar with all statutes, codes, ordinances, rules, and regulations applicable to the Subcontract Work. Subcontractor further agrees that Subcontractor will promptly notify Contractor in writing of any portion of the Subcontract Work that is in violation of any such statute, code, ordinance, rule, or regulation and will not proceed with any such portion of the Subcontract Work without written approval from Contractor after Contractor's receipt of such written notification.
- 1.4.5 Any questions arising with respect to interpretation of the Contract Documents applicable to any Work Order, any related drawings, plans, or specifications, or any other communication related to the performance of the Subcontract Work shall be submitted to Contractor for submission to the Owner or the Architect/Engineer, as the Owner's representative. Subcontractor shall follow the directions of the Owner or the Architect/Engineer, as conveyed by Contractor, with respect to any such matters. Subject to Subcontractor's right to participate in a proceeding disputing such a decision as provided in the applicable Prime Agreement, or upon Contractor's assertion of any such claim on Subcontractor's behalf, Subcontractor agrees that the Owner's interpretation of the requirements of the Contract Documents shall be final.
- 1.4.6 For each Work Order, Subcontractor agrees to become familiar with the respective rights, powers, benefits, and liabilities of Contractor and the Owner under the Prime Agreement and hereby agrees to comply with and perform all provisions thereof which are applicable to the Subcontract Work. Subcontractor further agrees to be bound to Contractor under this Master Agreement and the applicable Work Order according to the same terms and conditions as Contractor is bound to the Owner under the applicable Prime Agreement. Subcontractor shall assume and perform all of the obligations and responsibilities of Contractor under the Prime Agreement which pertain or relate to the Subcontract Work.



ARTICLE II. PERFORMANCE AND PROSECUTION OF WORK

- 2.1 **Independent Contractor.** Subcontractor agrees that it is an independent contractor under this Master Agreement and all Work Orders. Subcontractor is exclusively and solely responsible for, and has sole control over, all construction means, methods, techniques, procedures, and supervision of the Subcontract Work including any means, methods, techniques, procedures, and supervision related to the safety of Subcontractor's employees and any other persons working in the area of the Subcontract Work. Subcontractor represents that it has reviewed Contractor's safety program and safety policies.
- 2.2 **Storage of Materials.** Subcontractor shall examine all equipment and materials furnished in connection with the Subcontract Work for compliance with the applicable Contract Documents. Subcontractor shall then unload and properly store all such equipment and materials to prevent damage or loss. If Subcontractor fails to perform its obligations under this Section, then Contractor may deduct all resulting costs for damage or loss from any payments then due or thereafter to become due to Subcontractor under this Master Agreement. If such costs exceed the unpaid Subcontract Price, then Subcontractor shall pay Contractor the balance of such excess upon demand.
- 2.3 **Surface and Subsurface Conditions.** Subcontractor shall inspect surface and subsurface conditions affecting the Subcontract Work to ensure that the Subcontract Work will be properly performed in accordance with the applicable Contract Documents. If any remedial work is required to the surface or subsurface, Subcontractor shall immediately notify Contractor in writing. **IF SUBCONTRACTOR PERFORMS SUBCONTRACT WORK WITHOUT DELIVERING WRITTEN NOTICE THAT SUCH REMEDIAL WORK IS REQUIRED, SUBCONTRACTOR ACCEPTS ALL SURFACE AND SUBSURFACE CONDITIONS AND WAIVES ANY CLAIMS FOR EXTRA COMPENSATION OR PERFORMANCE TIME TO REPAIR OR REMEDY SUCH CONDITIONS OR FOR REPLACEMENT OF THE SUBCONTRACT WORK ARISING OR RESULTING FROM DEFECTS IN THE SURFACE OR SUBSURFACE.**
- 2.4 **Submittals.** Subcontractor shall submit shop drawings, product data, samples, and similar submittals required by the Contract Documents (collectively "Submittals") within fourteen (14) days or as requested by Contractor, in order to carry out the Subcontract Work efficiently and without delay in the progress of the Project. Subcontractor shall resubmit, within three (3) working days, any Submittals returned for correction. All Submittals shall be checked, signed, and dated by a duly authorized representative of Subcontractor certifying that the same meet all requirements of the Contract Documents and are in accordance with the construction plans and specifications. Contractor, Owner, and Architect are entitled to rely on the accuracy and completeness of any professional certifications required by the Subcontract Documents concerning the performance criteria of systems, equipment, or materials, including all calculations relating thereto and any governing performance requirements.
- 2.5 **Protection of Work.** Subcontractor shall take necessary precautions to properly protect the Subcontract Work, the work of Contractor and other contractors and subcontractors, and other property at the Project site or surrounding areas, including, but not restricted to, equipment, fences, lawns, materials, pavements, roadways, shrubs, sidewalks, structures, trees, utilities, and vehicles. Subcontractor shall promptly repair any damage caused to such work or other property by Subcontractor or its sub-subcontractors or materialmen at any tier. If Subcontractor fails to promptly repair such damage, then Contractor may deduct the costs of such repairs from any payments then due or thereafter to become due to Subcontractor under this Master Agreement. If such costs exceed the unpaid Subcontract Price, then Subcontractor shall pay Contractor the balance of such excess upon demand.
- 2.6 **Inspection of Work.** Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the Subcontract Work by the Owner, Contractor, and/or their authorized representatives. Subcontract Work not complying with the requirements or intent of the applicable Contract Documents, including, but not limited to, the drawings, plans, and specifications, shall be promptly removed, rebuilt, and retested to conform to the requirements of the Contract Documents, all at Subcontractor's expense.
- 2.7 **Cleanup.** Subcontractor shall keep the construction site, work areas, and surrounding areas clean at all times of debris associated with the Subcontract Work and/or employees of Subcontractor and its sub-subcontractors and materialmen at any tier. Subcontractor shall remove from the Project site all waste and excess materials related to the Subcontract Work. If Subcontractor fails perform such duties, then Contractor may proceed to perform such duties, and may deduct all costs incurred in performing such duties from any payments then due or thereafter to become due to Subcontractor under this



Master Agreement. If such costs exceed the unpaid Subcontract Price, then Subcontractor shall pay Contractor the balance of such excess upon demand.

- 2.8 **Coordination of the Subcontract Work.** The Subcontractor shall: (i) cooperate with the Contractor and all others whose work may interfere with the Subcontract Work; (ii) specifically note and immediately advise the Contractor of any interference with the Subcontract Work; and (iii) participate in the preparation of coordination drawings and work schedules involving the Subcontract Work.
- 2.9 **Communications.** Unless otherwise provided in the Subcontract Documents, Subcontractor communications by and with the Owner, Architect, the Owner's separate contractors and/or other subcontractors and suppliers of Contractor, regardless of tier, shall be through the Contractor only.
- 2.10 **Tests and Inspections.** The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work or portions thereof at appropriate times so as not to delay the progress of the Subcontract Work. The Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor by the Subcontract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Required certificates of testing, approval or inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to the Contractor.
- 2.11 **DBE Participation.** If Subcontractor is to perform as a Disadvantaged Business Enterprise ("DBE"), Minority Business Enterprise ("MBE") or Women Business Enterprise ("WBE"), Subcontractor agrees to comply with all applicable federal, state, or municipal laws, rules, regulations, or ordinances governing the Subcontractor's performance and agrees to continue certification requirements so that it's performance will count towards Contractor's DBE requirements in the Prime Agreement.
- 2.12 **Sub-Tier Subcontracting.** Lower-tier subcontracts are subject to the provisions of this Master Agreement, and Subcontractor shall insert in Subcontractor's subcontracts all provisions required by the Contract Documents or necessary to enable lower-tier Subcontractors to comply with the terms hereof. Subcontracting by Subcontractor shall not abrogate any obligation of Subcontractor. Subcontractor after award of the Master Agreement, Work Order and monthly thereafter, provide a detailed, itemized list of materials and equipment to be provided under the Subcontract along with the ultimate supplier of each material item and equipment, the supplier's representative and phone number, and the current proposed delivery date of the material and equipment.

ARTICLE III - TIME, SCHEDULES, AND DELAYS

- 3.1 **Time.** Time is of the essence to this Master Agreement and to each Work Order. Subcontractor shall begin the Subcontract Work as soon as instructed by Contractor and shall prosecute the Subcontract Work promptly, efficiently, and in a manner that will not cause delay in the progress of Contractor's work or other work performed on the Project by other subcontractors. ALL SUBCONTRACT WORK SHALL BE PERFORMED IN THE NUMBER OF DAYS SHOWN ON THE APPLICABLE PROJECT SCHEDULE FOR THE SUBCONTRACT WORK.
- 3.2 **Project Schedule.** Contractor from time to time may issue a Project Schedule applicable to the Subcontract Work. Contractor may, from time to time, reschedule the order of the Subcontract Work or otherwise revise Subcontractor's schedule. Subcontractor agrees to perform all Subcontract Work in compliance with such Project Schedule and such schedule revisions without any increase to the Subcontract Price for acceleration, delays, or inefficiencies.
- 3.3 **Progress Meetings and Reports.** Subcontractor shall furnish periodic progress reports of the Subcontract Work as may be required by Contractor; and shall attend periodic conferences at the Project site to discuss progress. Subcontractor shall also attend weekly Project meetings as scheduled by Contractor with a representative fluent in English and authorized to bind Subcontractor. Subcontractor's attendance at such conferences and meetings is mandatory, and Subcontractor's failure to attend two (2) or more of these conferences and/or meetings shall be a material breach of this Master Agreement and the Work Order entitling Contractor to terminate for default under Section 8.2.
- 3.4 **Damages for Delay to Contractor.** Subcontractor shall be liable for any damages sustained by Contractor as a result of delays caused directly or indirectly by Subcontractor; including, but not limited to, damages, liquidated or otherwise, assessed against Contractor by the Owner. Any such damages shall be deducted from any payments then due or thereafter



to become due to Subcontractor under this Master Agreement. If such damages exceed the unpaid Subcontract Price, then Subcontractor shall pay Contractor the balance of such excess upon demand.

- 3.5 **Time Extensions, Claims, and Damages for Delay to Subcontractor.** CONTRACTOR SHALL NOT BE LIABLE TO SUBCONTRACTOR FOR ACCELERATION, DELAYS, HINDRANCES, OR INTERRUPTIONS TO THE SUBCONTRACT WORK, ADDITIONAL COSTS, OR OTHER DAMAGES CAUSED BY THE ACT, NEGLIGENCE, OR DEFAULT OF THE OWNER OR THE OWNER'S DESIGN PROFESSIONALS OR OTHER CONTRACTORS AND THEIR REPRESENTATIVES; BY REASON OF EARTHQUAKE, FIRE, FLOOD, PRECIPITATION, WIND, OR OTHER CASUALTY OR WEATHER EVENT; ON ACCOUNT OF CIVIL DISOBEDIENCE, GOVERNMENTAL SHUTDOWNS OR ORDERS, RIOTS, STRIKES, TERRORISM, OR WAR; ON ACCOUNT OF DISEASE, EPIDEMIC, OR PANDEMIC; ON ACCOUNT OF ANY ACTS OF GOD; OR OTHERWISE RESULTING FROM ANY OTHER CAUSES BEYOND CONTRACTOR'S CONTROL. Contractor will cooperate with Subcontractor to submit any valid and enforceable claim against the Owner or the Owner's representative for such acceleration, delays, hindrances, or interruptions to the Subcontract Work, or additional costs, or other damages as may be allowed under the applicable Prime Agreement. Contractor shall be reimbursed by Subcontractor for any expense, including attorney's fees, incurred in connection with any claims asserted at the request of Subcontractor. SHOULD SUBCONTRACTOR BE DELAYED IN THE SUBCONTRACT WORK BY CONTRACTOR, SUBCONTRACTOR'S SOLE AND EXCLUSIVE REMEDY AGAINST CONTRACTOR SHALL BE AN EXTENSION OF TIME FOR COMPLETION EQUAL TO THE DELAY CAUSED TO THE SUBCONTRACTOR'S CRITICAL PATH, AND THEN ONLY IF WRITTEN CLAIM FOR DELAY IS DELIVERED TO CONTRACTOR PRIOR TO INTERFERENCE WITH THE SUBCONTRACT COMPLETION TIME. SUBCONTRACTOR WAIVES AND RELEASES CONTRACTOR FROM ALL CLAIMS AND CAUSES OF ACTION AGAINST CONTRACTOR FOR DAMAGES ARISING OUT OF ANY ACCELERATION, DELAYS, HINDRANCES, OR INTERRUPTIONS EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS SECTION 3.5 OR AS PROVIDED IN SECTION 5.4 FOR PASS-THROUGH CLAIMS.

ARTICLE IV - PRICE AND PAYMENTS

- 4.1 **Subcontract Price.** The Subcontract Price for any Subcontract Work shall be as set forth in the applicable Work Order subject to adjustments as provided in this Master Agreement. The Subcontract Price is firm for the duration of the Project.
- 4.2 **Progress Payments.** Subcontractor shall submit to Contractor separate monthly applications for payment for the Subcontract Work performed under each Work Order. Such applications shall be submitted on the date specified by Contractor in the Work Order or as otherwise required to enable Contractor to include such amount in its application for payment to the Owner. The amounts of progress payments requested shall be based on Contractor's valuations of the Subcontract Work, considering the schedule of values submitted by Subcontractor and approved by Contractor of the various parts of the Subcontract Work aggregating the total Subcontract Price. In applying for payment, Subcontractor shall submit a statement based upon this schedule. Payments shall be made on account of materials not incorporated in the Subcontract Work, but delivered and suitably stored at the Project site, only upon submission of evidence of payment from suppliers and only in accordance with the terms and conditions of the applicable Contract Documents. No applications for payment will be processed and no payments will be made unless Subcontractor has submitted a sworn statement certifying the name of all Subcontractor's unpaid materialmen and sub-subcontractors. Expressly contingent upon Contractor's receipt of payment for that month from the Owner, payments for such applications shall be due after the expiration of the statutory period in which a laborer, materialman, or sub-subcontractor of Subcontractor can perfect a valid lien or bond claim. Contractor may pre-pay any payment without waiving any of Contractor's rights under this Master Agreement. Applications for payment shall be accompanied by completed lien/bond claim waivers and/or bills paid affidavit forms as may be required by Contractor or the Owner.
- 4.3 **Retainage.** Retainage in the amount withheld by Owner for the Subcontract Work, or in an amount specified in the Work Order shall be withheld until final payment.
- 4.4 **Withholding from Payment.** If Contractor believes any of the following conditions warrant such action, Contractor may withhold from any payments due or to become due under this Master Agreement and any Work Order, the amount Contractor deems necessary to protect Contractor and/or the Owner from any losses on account of: (i) defects in the Subcontract Work not remedied; (ii) failure of Subcontractor to pay bills for labor and/or materials furnished in connection with the Subcontract Work; (iii) Contractor's determination that Subcontractor will be unable to complete the Subcontract Work for the unpaid balance of the Subcontract Price; (iv) failure of Subcontractor to diligently prosecute the Subcontract Work such that damages for delay are likely; (v) damages to another subcontractor or the Owner's separate contractors;



(vi) breach by Subcontractor of any provision or obligation of this Master Agreement, of any Work Order, or of the Prime Agreement applicable to such Subcontract Work; or (vii) breach by Subcontractor of any provision or obligation of another Work Order or other contractual agreement with Contractor.

- 4.5 **Joint Payments.** Contractor may in its sole discretion make any payments due under this Master Agreement by means of checks jointly payable to Subcontractor and any of Subcontractor's materialmen or sub-subcontractors. Subcontractor agrees that any such joint check payments made shall constitute payment to Subcontractor under this Master Agreement for the full amount of such joint check.
- 4.6 **Lien Claims.** If Contractor receives notice of a lien claim or bond claim from Subcontractor's materialmen, sub-subcontractors, or laborers, at any tier, Contractor may, at Contractor's option, directly pay any such claimant. Any such direct payment to a claimant and any attorneys' fees incurred in processing such claim and payment shall be deducted from any payments then due or thereafter to become due to Subcontractor under this Master Agreement, and if such payments and attorneys' fees exceed the amount of payments due, Subcontractor shall pay Contractor upon demand such excess amount. If Subcontractor cannot obtain a lien release within seven (7) days of receiving Contractor's demand, Subcontractor shall be in material default of this Master Agreement and the Work Order. Subcontractor shall obtain a bond to indemnify against any recorded lien within seven (7) days of receiving written demand from Contractor. Subcontractor and Contractor agree that Contractor will incur substantial additional internal costs and expenses in administration of claims when a notice is received, and that such costs would be difficult to ascertain. Therefore, Contractor and Subcontractor agree that the sum of \$350.00 is reasonable and just compensation to Contractor for each notice received, and that \$350.00 for each such notice shall be deducted from any payments then due or thereafter to become due to Subcontractor under this Master Agreement, as liquidated damages for such administration.
- 4.7 **Suspension for Nonpayment.** If Contractor fails to make payments to Subcontractor which are due pursuant to the terms of the applicable Work Order, after receipt of payment from the Owner for the Subcontract Work, then Subcontractor may, upon ten (10) days' written notice to Contractor, stop work under the applicable Work Order without prejudice to any other remedy Subcontractor may have, but only if Contractor fails to cure after receipt of said notice.
- 4.8 **Final Payment.** Contractor's obligation to make final payment to Subcontractor under any Work Order is specifically contingent upon the following conditions, which are conditions precedent to final payment: (i) submittal by Subcontractor of an affidavit that all payrolls, bills for material and equipment, and other indebtedness connected with the Subcontract Work have been paid except for indebtedness specifically identified in the affidavit; (ii) submittal by Subcontractor of a final lien/bond claim release/waiver, contingent only upon receipt of the final payment; (iii) submittal by Subcontractor of lien releases/waivers, or bond claim releases/waivers on bonded projects, indicating that all of Subcontractor's materialmen, laborers, and sub-subcontractors have been fully paid and are releasing and waiving all statutory lien rights and releasing and waiving all bond claims, except claims specifically listed and identified in the releases; (iv) submittal by Subcontractor of a certificate evidencing that insurance required by the Work Order and this Master Agreement to remain in force after final payment is currently in effect; (v) consent of Surety to final payment, if required; (vi) approval by the Owner, the Architect/Engineer, and Contractor of the Subcontract Work and final verification of the quantities of the Subcontract Work performed, if applicable; and (vii) receipt by Contractor of all payments related to the Subcontract Work, including any retainage withheld. SUBCONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF ALL CLAIMS BY SUBCONTRACTOR RELATING TO THE SUBCONTRACT WORK AND THE WORK ORDER, BUT SHALL IN NO WAY RELIEVE SUBCONTRACTOR OF LIABILITY FOR THE OBLIGATIONS FOR REPLACING NON-CONFORMING OR DEFECTIVE WORK APPEARING AFTER FINAL PAYMENT.
- 4.9 **Assignment.** Except as provided in the Contract Documents, neither party hereto shall assign or transfer the Subcontract, or funds due hereunder, without the prior written consent of the other party, nor subcontract the whole of the Subcontract Work without the written consent of Contractor, nor further subcontract portions of any Subcontract Work without written notification to Contractor.

ARTICLE V - CHANGES AND ADDITIONAL COMPENSATION

- 5.1 **Changes.** Contractor, from time to time, without invalidating this Master Agreement or any Work Order, may order changes in the Subcontract Work within the general scope thereof consisting of additions, deletions, or other revisions. For changes ordered by the Owner or Owner's representatives, Subcontractor shall within five (5) days of Contractor's initial request



submit a reasonable price quotation for proposed changes, failure to comply with said procedure shall constitute a waiver of the right to additional compensation for such change.

- 5.1.1 **ALL CHANGES TO SUBCONTRACT SUM, SHALL ONLY BE APPROVED BY MUTUALLY AGREED, EXECUTED CONTRACTORS CHANGE ORDER, SIGNED TIME & MATERIAL (T&M) TICKETS, EMAILS, TEXT AND OR ANY OTHER FORMS OF IMPLIED AUTHORIZATION WHETHER IN WRITING OR NOT, ARE AUTOMATICALLY NULL, VOID AND SHALL NOT CONSTITUTE A BINDING AGREEMENT. NO EMPLOYEES, REPRESENTATIVES OR AGENTS OF CONTRACTOR ARE AUTHORIZED TO APPROVE CHANGES TO ORIGINAL SUBCONTRACT SUM PRIOR TO A FULLY EXECUTED CHANGE ORDER.** IF SUBCONTRACTOR PERFORMS SUBCONTRACT WORK WITHOUT CONTRACTORS EXECUTED CHANGE ORDER, SUBCONTRACTOR ACCEPTS ALL ASSOCIATED COST, LIABILITY, RESPONSIBILITY AND FURTHER WAIVES ANY AND ALL CLAIMS FOR EXTRA COMPENSATION OR TIME RESULTING FROM PERFORMANCE WITHOUT EXECUTED CONTRACTORS CHANGE ORDER.
- 5.2 **Notice Required.** SUBCONTRACTOR SHALL NOT BE ENTITLED TO ANY EXTRA COMPENSATION OR ADDITIONAL PERFORMANCE TIME UNLESS WRITTEN NOTICE IS DELIVERED PRIOR TO BEGINNING THE WORK FOR WHICH CLAIM FOR EXTRA COMPENSATION OR EXTRA TIME IS MADE; OTHERWISE, SUCH CLAIM SHALL BE WAIVED. Subcontractor shall not perform any changed, revised, or extra work unless prior to the performance of such work, either: (i) Contractor and Subcontractor enter into a Change Order modifying the Subcontract Price and/or Project Schedule for such changed, revised, or extra work; or (ii) Contractor, after receiving Subcontractor's written notice of claim, provides Subcontractor written notice to proceed with the changed, revised, or extra work absent such modification. Such written notice to proceed with the alleged changed, revised, or extra work shall not constitute Contractor's consent or agreement to Subcontractor's claim that the labor and materials to be provided have changed, been revised, or constitute extras; or to the amount of time that Subcontractor claims for the changed, revised, or extra work, and Subcontractor shall proceed pursuant to Section 5.5.
- 5.3 **Finality of Owner's Decision.** Notwithstanding anything contained herein to the contrary, **IF THE WORK FOR WHICH SUBCONTRACTOR CLAIMS EXTRA COMPENSATION AND/OR TIME TO BE DUE IS DETERMINED BY THE OWNER, OR THE ARCHITECT/ENGINEER AS THE OWNER'S REPRESENTATIVE, TO BE SUCH THAT CONTRACTOR IS NOT ENTITLED TO ADDITIONAL COMPENSATION AND/OR TIME FOR SUCH WORK FROM THE OWNER, THEN SUBCONTRACTOR WAIVES ITS RIGHT TO EXTRA COMPENSATION AND/OR TIME FOR SUCH WORK AND RELEASES CONTRACTOR FROM ANY LIABILITY THEREFOR, EXCEPT TO THE EXTENT CONTRACTOR RECOVERS FROM THE OWNER ON A CLAIM PURSUED AT SUBCONTRACTOR'S REQUEST AND EXPENSE.** Subject to Section 5.4, the decision of the Owner, or the Architect/Engineer as the Owner's representative, shall be final with regard to whether extra compensation and/or time is due and with regard to the amount of such extra compensation and/or time.
- 5.4 **Claims Against Owner.** Contractor will cooperate with Subcontractor to submit any valid and enforceable claim against the Owner for extra compensation or other relief allowed under the applicable Prime Agreement; provided, however, that nothing herein shall require Contractor to certify a claim under the Prime Agreement when it cannot do so in good faith. As a condition precedent to Contractor's agreement to cooperate in the submittal of Subcontractor's claim against the Owner, Subcontractor agrees to pay for any expense, including attorney's fees, incurred in connection with claims asserted at the request of Subcontractor, including the pre-payment of any fee that may be requested. The intended result of this Master Agreement is to permit pass-through claims as authorized by Texas law, with the express understanding that Contractor's liability to Subcontractor on said claims is limited to the funds collected from the Owner on the claims which Contractor asserts on behalf of Subcontractor, after deduction of Contractor's actual cost (such as expert witness fees, attorneys' fees, Court costs, etc.) incurred in pursuing said claims.
- 5.5 **Proceeding with Work.** If Subcontractor and Contractor do not agree upon either (i) whether or not Subcontractor's written notice requesting extra compensation constitutes changed work or additional work beyond the original scope of the Subcontract Work, or (ii) the reasonable amount of adjustment to the Subcontract Price or performance time due for the changed or additional work, then Subcontractor shall proceed with the work in accordance with the instructions of Contractor. In such event, Subcontractor shall maintain and present to Contractor daily, in such form as Contractor may prescribe, an itemized accounting of the additional costs which Subcontractor alleges to be outside the original scope of the Subcontract Work, segregated from the costs within the original scope of the Subcontract Work.
- 5.5.1 The daily accounting for additional costs alleged to be outside the original scope of the Subcontract Work shall itemize all material costs, all labor costs, and all equipment costs, together with sufficient supporting data, incurred by



Subcontractor for the changed or additional work. Specifically contingent upon Subcontractor’s submittal to Contractor each day during the performance of the alleged changed or additional work, and a final determination by Contractor that the work was outside the original scope of the Subcontract Work, Subcontractor shall be entitled to recover, subject to the requirements for notice, all actual costs for labor, material, and equipment reasonably expended at the Project site for the changed or additional work, minus the costs for any deleted work, plus a sum equal to the percentage amount allowed in the Prime Agreement for Subcontractor’s overhead and profit.

5.5.2 If the Prime Agreement does not specify a percentage or limitation for Subcontractor’s overhead and profit, then the maximum amount of Subcontractor’s overhead and profit shall not exceed the lesser of the percentage amount allowed by the Prime Agreement or ten percent (10%) of its actual costs of labor, material, and equipment reasonably expended at the Project site for such changed or additional work as an aggregate amount for Subcontractor’s overhead and profit. If Subcontractor’s costs include lower tier subcontractors, the aggregate sum of Subcontractor’s overhead and profit, together with all its lower tier subcontractors’ overhead and profit, shall not exceed the lesser of the percentage amount allowed by the Prime Agreement or fifteen percent (15%) of the actual costs for labor, materials, and equipment at the Project site reasonably incurred by Subcontractor and all its sub-subcontractors for such changed or additional work.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.1 **Insurance. PRIOR TO STARTING THE SUBCONTRACT WORK**, Subcontractor shall procure and maintain in force (i) statutory workers’ compensation insurance for all of Subcontractor’s employees and/or workmen at the Project site performing the Sub-subcontract Work and employer’s liability insurance with no less than Subcontractor’s standard coverage or \$1,000,000.00 coverage, whichever is greater; (ii) commercial general liability insurance; (iii) business automobile liability insurance; (iv) umbrella insurance; and (v) such other insurance to the extent required by the Prime Subcontract Agreement for the Subcontract Work.

6.1.1 Subcontractor’s commercial general liability, automobile liability, and umbrella insurance shall be primary and non-contributory; shall, to the fullest extent allowed by Texas law, contain an endorsement listing the Owner, the Contractor, and Subcontractor, and any other person or entity required by the Work Order or the Prime Subcontract Agreement as additional insured (CGL policy shall use endorsement CG 20 10 10 01 for Ongoing Operations and CG 20 37 10 01 for Completed Operations, or alternatively, endorsement CG 20 10 11 85, such that coverage is provided to the additional insured parties for completed operations) (Business Automobile Liability policy shall use endorsement CA 20 48 or equivalent); shall have a per project aggregate endorsement; and shall be written for not less than (i) Subcontractor’s standard limits of liability, or (ii) as follows, to the extent the same are greater than Subcontractor’s standard limits of liability:

- (i) Commercial General Liability.
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 General Aggregate per Project
 - \$2,000,000.00 Products/ Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

- (ii) Business Automobile Liability.
 - \$1,000,000.00 Combined Single Limit, including Owned, Non-Owned, and Hired Vehicles

- (iii) Umbrella Liability Policy.
 - \$3,000,000.00 Each Occurrence
 - \$3,000,000.00 General Aggregate per Project
 - \$3,000,000.00 Products/ Completed Operations Aggregate

6.1.2 The commercial general liability policy shall contain a contractual liability endorsement and a products/completed operations endorsement. The umbrella insurance shall be excess over and no less broad than all coverages described



in this Article. Subcontractor shall maintain the coverage listed above, and in the following paragraph 6.01(i), if applicable, including the additional insured coverage and the completed operations coverage, until expiration of the statute of repose applicable to the Project. Subcontractor's insurance coverage shall not include any of the following endorsements, or any other endorsements or standard policy terms similarly, excluding or limiting coverage:

- (i) Contractual Liability Limitation, CG 21 39;
- (ii) Amendment of Insured Contract Definition, CG 24 26;
- (iii) Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43;
- (iv) Limitation of Coverage to Designated Premises or Project, CG 21 44 07 98;
- (v) Exclusion-Damage to Work Performed by Subcontractors on Your Behalf, CG 22 94 or CG 22 95;
- (vi) Any type of Construction Defect Completed Operations exclusion;
- (vii) Any type of Punitive, Exemplary or Multiplied Damages exclusion; and/or
- (viii) Any type of Habitational, Residential, or Condominium Exclusion.

- 6.1.3 The Workers' Compensation policy, and commercial general liability, automobile liability, and umbrella insurance shall contain a waiver of subrogation endorsement in favor of Subcontractor and its employees. Subcontractor shall execute a joint agreement with Subcontractor, Texas DWC-85, stating that Subcontractor is an independent contractor and not an employee of Subcontractor.
- 6.1.4 For each Work Order issued and accepted hereunder, prior to starting the Sub-subcontract Work, Subcontractor shall deliver to Subcontractor two original Certificates of Insurance, meeting statutory requirements, which evidence the coverages and the endorsements required herein. Separate certificates of insurance shall be provided for each Work Order. If Subcontractor subcontracts any portion of the Sub-subcontract Work or utilizes employee leasing companies, then Subcontractor shall deliver to Subcontractor for each of Subcontractor's lower tier subcontractors and employee leasing companies an original Certificate of Insurance which evidences the same coverages and endorsements for Workers' Compensation insurance as required herein. All insurance companies providing coverage to Subcontractor pursuant to the requirements of this Blanket Agreement and any Work Order shall have a minimum Best's Rating of A- and a Financial Size Category listing of no lower than VII, both as provided by A.M. Best Company, Inc. Upon request from Subcontractor, Subcontractor shall deliver a copy of all policies of insurance required herein. Subcontractor shall provide written notification to Subcontractor of the cancellation, expiration, or material change of any insurance required by this Article. Subcontractor shall provide such written notice within five (5) calendar days of the earlier of (i) the date Subcontractor is first aware of the cancellation, expiration, or material change; or (ii) the date Subcontractor is first aware that the cancellation, expiration, or material change is threatened or otherwise may occur.
- 6.1.5 Subcontractor shall be solely responsible for insuring Subcontractor's equipment and tools against physical loss or damage of any kind, and shall be responsible for the deductible portion of each claim covered by the Builder's Risk Insurance procured by either the Owner or the Contractor.
- 6.1.6 SUBCONTRACTOR WAIVES ANY CLAIM AGAINST THE CONTRACTOR, THE OWNER, ANY OTHER PARTIES REQUIRED BY THE PRIME SUBCONTRACT AGREEMENT, AND/OR THEIR EMPLOYEES AND OFFICERS FOR ANY AND ALL LOSSES, INJURIES, DAMAGES, OR EXPENSES WHICH ARE COVERED BY POLICIES OF INSURANCE, EXCEPT SUCH RIGHTS AS SUBCONTRACTOR MAY HAVE TO THE PROCEEDS OF SUCH INSURANCE.
- 6.1.7 The requirements for additional insured coverage contained in this Master Agreement are intended to comply with the requirements of Section 151.104 of the TEXAS INSURANCE CODE, if said Section is applicable to the Work Order. Said requirements for additional insured coverage shall be construed to comply with the requirements of Texas Law and any provision in the requirements for additional insured coverage contained in this Master Agreement or the Prime Subcontract Agreement that are determined to expand or restrict the permissible scope of additional insured coverage allowed by Texas law shall be disregarded and said requirements shall be read to require additional insured coverage to the fullest extent permitted by Texas law.



6.1.8 Subcontractor's full compliance with the requirements of this Article 6 is a condition precedent to Subcontractor's payment obligations to Subcontractor and Subcontractor's noncompliance with any of the requirements of this paragraph shall excuse Subcontractor's payment obligations to Subcontractor until such noncompliance is cured.

6.1.9 If the Sub-subcontract Work involves the construction, fabrication, preparation, installation, application, maintenance, or repair of any Exterior Insulation and Finish System (EIFS), or Direct Applied Exterior Finishing System (DEFS), or any substantially similar system or any part therefore, then (i) in addition to the insurance required by the preceding paragraph 6.01(a), Subcontractor shall procure and maintain in force pollution liability insurance, with coverage for mold included, with policy limits of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, which shall be primary and non-contributory and shall contain an endorsement listing the Owner, the Contractor, Subcontractor, and any other person or entity required by the Work Order or the Prime Subcontract Agreement as additional insured; and (ii) Subcontractor's insurance coverage required by this paragraph 6.01 shall also not include any of the following endorsements, or any other endorsements or standard policy terms similarly, excluding or limiting coverage:

- (i) Exterior Insulation and Finish Systems, CG 21 86 or CG 31 66.

6.2 **INDEMNIFICATION. TO THE FULLEST EXTENT AND UNDER THE CONDITIONS ALLOWED UNDER TEXAS LAW, SUBCONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR, THE OWNER, AND THEIR OFFICERS, MEMBERS, PARTNERS, REPRESENTATIVES, AND EMPLOYEES, AND ANY OTHER PERSON OR ENTITY REQUIRED BY THE PRIME AGREEMENT (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES (INCLUDING ANY ARBITRATION OR ARBITRATOR FEES, COSTS OF COURT, EXPERT WITNESS FEES, AND RELATED EXPENSES), AND/OR ATTORNEYS' FEES ARISING OUT OF, RELATED TO, OR CONNECTED WITH THE PERFORMANCE, OR FAILURE IN PERFORMANCE, OF THE SUBCONTRACT WORK AND/OR SUBCONTRACTOR'S OBLIGATIONS UNDER THIS MASTER AGREEMENT AND THE APPLICABLE WORK ORDER, EVEN IF ANY SUCH CLAIM, DAMAGE, LOSS, EXPENSE, AND/OR ATTORNEYS' FEES ARE CAUSED IN PART OR IN WHOLE BY A NEGLIGENT ACT OR OMISSION BY ANY OF THE INDEMNIFIED PARTIES. THE EXPRESS INTENTION OF THE PARTIES IS THAT SUBCONTRACTOR'S INDEMNITY HEREIN WILL SURVIVE THE TERMINATION OF THIS MASTER AGREEMENT AND ANY WORK ORDER AND WILL INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, TO THE MAXIMUM EXTENT ALLOWED UNDER TEXAS LAW.**

6.2.1 In any and all claims against any of the Indemnified Parties by an employee of Subcontractor, or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation under this Section 6.2 shall not be limited in any way by any limitation or bar under the Texas Workers' Compensation Act or other employee benefit acts.

ARTICLE VII - BONDS AND WARRANTIES

7.1 **Performance/Payment Bonds.** As required by Contractor, a Performance Bond and a Payment Bond shall be furnished to the Contractor before any work begins and not later than five (5) days after the execution of this Master Agreement by Subcontractor. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance and shall fully comply with Texas Insurance codes. The Surety company shall have a rating of not less than "A-" according to the latest posted ratings on the A.M. Best website. All bonds shall be original and shall guarantee the faithful performance of all the covenants, stipulations, and terms of this Master Agreement. Bonds forms must be satisfactory to Contractor and shall be furnished by Subcontractor in connection with any Work Order in the full amount of the Subcontract Price as set forth in the Work Order. If at any time during the continuance of the Contract, any of the Subcontractors bonds become insufficient, the surety becomes insolvent, or the surety rating drops below the required level, the Contractor shall have the right to require from the Subcontractor additional of sufficient sureties or other security acceptable by the Contractor with the Subcontractor shall furnish to the Contractor within ten (10) days after notice



to do so. These contractual remedies are in addition to all remedies available by law, in default thereof, all payment or money due to the Subcontractor may be withheld until Subcontractor provides additional surety or security. If Contractor requires such Bonds after the Work Order is issued, the cost thereof shall be paid by Contractor as a change to the Subcontract Work; otherwise, it shall be included in the Subcontract Price. This obligation shall continue throughout the term of this Master Agreement and any Work Order that may be required at any time during the performance of the Subcontract Work under any Work Order. These bonds shall be furnished by a certified company on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570), current as of the date the bonds are requested, with sufficient underwriting limitations published therein to cover the penal sum (face amount) of the bonds.

- 7.2 **Conformance with Contract Documents.** Subcontractor warrants to the Owner and Contractor that all Subcontract Work shall be performed in a good and workmanlike manner and shall be free from all defects due to faulty workmanship and/or materials and shall comply with all requirements of the applicable Contract Documents. Subcontractor shall promptly remove, replace, correct, and/or repair any portion of the Subcontract Work that Contractor, or the Owner, or the Architect/Engineer as the Owner's representative determines is defective or is not in compliance with the applicable Contract Documents. Subcontractor further agrees, as a condition precedent to final payment, to (i) execute any special guarantees or warranties as required by the terms of the Contract Documents, and (ii) provide all close-out documents required by the Contract Documents in connection with the Subcontract Work. If Subcontractor fails to promptly perform its obligations under this Section, then Contractor may perform such obligations and deduct the costs of performance from any payments then due or thereafter to become due to Subcontractor under this Master Agreement. If such costs exceed the unpaid Subcontract Price, then Subcontractor shall pay Contractor the balance of such excess upon demand.
- 7.3 **Payment of Laborers and Materialmen.** Subcontractor warrants that all laborers, materialmen, and sub-subcontractors, at any tier, providing labor, equipment, and/or materials for the Subcontract Work will be paid such that neither the Owner, nor Contractor, nor the Owner's property, nor Contractor's Surety will be subject to any claims, liens, or encumbrances.

ARTICLE VIII - SUPPLEMENTATION AND TERMINATION

- 8.1 **Supplementation by Contractor.** If Subcontractor at any time in connection with any Work Order accepted under this Master Agreement fail in any respect to (i) supply a sufficient number of properly skilled workmen, or sufficient materials or equipment of the proper quantity or quality, as determined by Contractor in its sole discretion; (ii) to prosecute the Subcontract Work with promptness and diligence; or (iii) promptly correct defective Subcontract Work; (iv) perform any of the obligations contained in the applicable Contract Documents, then Contractor may, at its option without notice, provide such labor, equipment, materials, and/or anything else necessary to cure such failure. Contractor shall deduct the cost thereof, including, without restriction, all charges, expenses, losses, costs, damages, and attorneys' fees (regardless of whether a lawsuit or arbitration has been filed) (collectively the "Supplementation Cost") incurred as a result of Subcontractor's failure to perform, from any payments then due or thereafter to become due to Subcontractor under this Master Agreement. If such Supplementation Cost exceeds the unpaid Subcontract Price, then Subcontractor shall pay Contractor the balance of such excess upon demand.
- 8.2 **Termination of Work Under Work Order for Default.** If Subcontractor at any time shall (i) refuse or neglect in connection with any Work Order accepted under this Master Agreement to supply a sufficient number of properly skilled workmen, or sufficient materials or equipment of the proper quantity or quality, as determined by Contractor in its sole discretion; or (ii) fail in any respect to prosecute the Subcontract Work with promptness and diligence; or (iii) cause by any action or omission the stoppage or interference with the work of Contractor or other subcontractors; or (iv) fail to promptly correct defective Subcontract Work; or (v) fail in the performance of any of the obligations contained in the applicable Contract Documents; or (vi) be unable to meet its debts as they mature, then Contractor may, at its option, at any time terminate the Subcontract Work under the Work Order for Subcontractor's default by delivering written notice of termination to Subcontractor. Thereafter, Contractor may take possession of the materials and equipment of Subcontractor at the Project site, and through itself or others provide labor, equipment, materials, and/or anything else necessary to prosecute and complete the Subcontract Work and Subcontractor's other obligations under the Contract Documents on such terms and conditions as shall be deemed necessary. Contractor shall deduct the cost thereof, including, without restriction, all charges, expenses, losses, costs, damages, and attorney's fees (whether or not a lawsuit or arbitration has been filed) incurred as a result of Subcontractor's failure to perform and all other credits, deductions, and offsets to which Contractor is entitled under this Master Agreement (collectively the "Completion Cost") from any payments then due or thereafter to become due to



Subcontractor under this Master Agreement. If such Completion Cost exceeds the unpaid Subcontract Price, then Subcontractor shall pay Contractor the balance of such excess upon demand.

- 8.3 **Termination of Work Under Work Order for Convenience.** Contractor may, at its option, at any time, terminate without Subcontractor's default the whole or any part of the Subcontract Work under any Work Order for the convenience of Contractor. Subcontractor agrees that upon any such termination, Subcontractor's sole and exclusive remedy shall be payment of the lesser of: (i) the appropriate share of the amount which Contractor is paid under the Prime Agreement for the Subcontract Work properly completed by Subcontractor as of the date of such termination, less all prior payments to Subcontractor under the applicable Work Order, and less all credits, deductions, and offsets to which Contractor is entitled under this Master Agreement; or (ii) the value of all work properly performed by Subcontractor, less all prior payments to Subcontractor under the applicable Work Order, and less all credits, deductions, and offsets to which Contractor is entitled under this Master Agreement. The value shall not exceed the lesser of (1) the amount allowed by the Prime Agreement or (2) Subcontractor's actual costs for labor, materials, and equipment, plus fifteen percent (15%) for profit and overhead. Except for the payment required by this Section 8.3, Subcontractor waives all claims for damages, including, but not limited to, lost or anticipated profits, arising from or related to any such termination by Contractor.
- 8.4 **Payments After Termination.** If Contractor terminates the Subcontract Work under a Work Order pursuant to Section 8.2, then Subcontractor shall not be entitled to any further payments under the Work Order until the Subcontract Work has been completed and accepted by the Owner, and payment therefor has been received by Contractor from the Owner for any payments then due or thereafter to become due to Subcontractor under this Master Agreement, receipt of such payment being an express condition precedent to Contractor's payment obligations. If Contractor terminates the Subcontract Work under any Work Order for default under Section 8.2, and Subcontractor is subsequently found not to be in default, then Contractor's termination for default shall be deemed for all purposes to be a termination for convenience as provided in Section 8.3. Contractor's receipt of payment from the Owner for the Subcontract Work properly completed by Subcontractor as of the date of termination under Section 8.3 is an express condition precedent to Contractor's payment obligations under Section 8.3.

ARTICLE IX - DISPUTE RESOLUTION

- 9.1 **Dispute Resolution.** Except as otherwise provided in the Prime Agreement, this Master Agreement or any Work Order, all claims, disputes, and controversies arising out of or relating to the Subcontract Work, this Master Agreement, or any Work Orders, including claims for extra work or changed conditions to or related to the Subcontract Work, shall be decided pursuant to Arbitration pursuant to the Construction Industry Rules of the American Arbitration Association with the hearing locale to be in Tarrant County, Texas. Any claim for contribution and/or indemnity may be asserted by Contractor, and decided by the Court or Arbitrator, in the suit or arbitration in which claims are brought against Contractor for which Contractor seeks contribution and/or indemnity from Subcontractor. Any claim by Subcontractor against Contractor in which Contractor asserts the claim, in whole or in part, against the Owner shall be asserted and resolved pursuant to the claims and dispute resolution procedures in the Prime Agreement. In the event Contractor and others arbitrate matters arising out of or relating to the Subcontract Work, Subcontractor hereby irrevocably consents to arbitrate such matters and to be joined in such arbitration. If the forum or procedure for resolution of a dispute or controversy between Contractor and Subcontractor is contested by either party, the issue shall be submitted to a court of competent jurisdiction in Tarrant County, Texas, and all other proceedings shall be stayed until the determination by the Court.
- 9.2 **Third-Party Claims.** If Contractor and the Owner or others arbitrate or litigate matters arising out of or relating to the Subcontract Work, it shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to the Subcontract Work under the applicable Work Order, and Subcontractor shall be bound by the results of such arbitration or litigation to the same degree as Contractor.
- 9.3 **Continued Performance Pending Dispute Resolution.** Subcontractor shall maintain the progress of the Subcontract Work during any dispute resolution proceedings and Contractor shall continue to make any undisputed payments in accordance with the terms of this Master Agreement.



- 9.4 **Statute of Repose.** Subcontractor and Contractor agree that for purposes of this Master Agreement and any Work Order, the statute of repose shall commence to run thirty (30) days after the substantial completion of the entire Project, unless the Prime Agreement contains a different time period, in which case the Prime Agreement shall control.
- 9.5 **Waiver of Consequential Damages.** Subcontractor waives all claims against Contractor for consequential damages arising out of or relating to this Master Agreement, the Work Order, and the Subcontract Work. This waiver includes damages incurred for Subcontractor's principal office expenses including the compensation of personnel stationed there, loss of future income or profit, loss of financing, loss of business and reputation, and loss of management or employee productivity or of the services of such persons.

ARTICLE X – MISCELLANEOUS

- 10.1 **Additional Obligations of Subcontractor.** In addition to the other engagements of Subcontractor under this Master Agreement, Subcontractor hereby agrees that under this Master Agreement and any Work Order, Subcontractor shall:
- 10.1.1 Not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, or disability.
- 10.1.2 Comply with all Federal, State, and local statutes, codes, ordinances, rules, and regulations relating to construction of buildings, or structures, or improvements; including, but not limited to, the American with Disabilities Act requirements and the Texas Accessibility Standards; and give adequate notices relating to the Subcontract Work to the proper authorities; and secure and pay for all necessary licenses or permits to carry out the Subcontract Work as described in the applicable Contract Documents.
- 10.1.3 Comply with federal, state, and local statutes, codes, ordinances, rules, and regulations relating to reporting and payment of (i) wages (including but not limited to, the Davis Bacon Act if applicable); (ii) federal and state payroll taxes on wages, including but not limited to, Federal Income Tax withholding provisions of the Internal Revenue Code, Federal Insurance Contribution Act (FICA) payments, and Federal Unemployment Tax Act (FUTA) payments; and (iii) applicable state unemployment tax payments. Subcontractor shall also comply with all prevailing wage rates as required in the Contract Documents.
- 10.1.4 Comply with all applicable federal, state, and local statutes, codes, ordinances, rules, and regulations, including, but not limited to, the rules and regulations promulgated pursuant to statute related to the Texas Workers' Compensation Act; Consolidated Omnibus Budget Reconciliation Act (COBRA); Immigration Reform and Control Act of 1986; Consumer Credit Protection Act; Title 3 and Title 7 of the 1964 Civil Rights Act; Age Discrimination Employment Act; Employees Retirement Income Security Act (ERISA); Occupational Safety and Health Act of 1970 (OSHA); the Construction Safety Act of 1969; and the Clean Water Act; and with all regulations promulgated by the Environmental Protection Agency including Storm Water Pollution Prevention Plan requirements. Subcontractor shall defend and be responsible for all citations, fines, and penalties, and shall indemnify and hold the Owner, Contractor, and all other subcontractors harmless from any loss sustained by reason of any failure to so comply. As an independent contractor, Subcontractor is exclusively responsible for compliance with these statutes, codes, ordinances, rules, and regulations, and for the safety of Subcontractor's employees.
- 10.1.5 Maintain a qualified, English-speaking person approved by Contractor at all times when Subcontractor is actively working on the Project.
- 10.1.6 Adopt a Drug-Free Workplace Program equal to or exceeding Contractor's Drug-Free Workplace Program, including Subcontractor's pre-employment and post-accident testing of employees and Subcontractor's permanent removal of employees failing tests or refusing to submit to tests.
- 10.1.7 Exercise every precaution necessary to eliminate asbestos and/or lead-containing materials from any of the materials incorporated in the Subcontract Work. If asbestos fibers or lead contaminants are found in materials associated with the Subcontract Work, Subcontractor shall be responsible for determining the source of and removing all materials containing asbestos fiber or lead contaminants.



- 10.1.8 Promptly provide Contractor written notice of any condition which could increase Contractor's cost of the Subcontract Work or Contractor's liability for claims or damages, to allow Contractor to confirm the condition and mitigate damages arising from the condition. **SUBCONTRACTOR WAIVES ALL CLAIMS AND DAMAGES, AND FULLY RELEASES CONTRACTOR FROM LIABILITY FOR ANY CLAIMS OR DAMAGES, WHICH ARISE PRIOR TO SUBCONTRACTOR'S DELIVERY OF WRITTEN NOTICE TO CONTRACTOR OF ANY SUCH CONDITION.**
- 10.2 **Notices.** All notices required to be given under this Master Agreement shall be deemed delivered when deposited in the United States mail, first-class postage prepaid, addressed to the recipient identified on the first page of this Master Agreement, provided the notice is also transmitted via email on the same day during normal business hours to the identified email address. Notices transmitted via email after normal business hours shall be deemed delivered the following business day.
- 10.3 **Conflicts in Terms.** If there is a conflict between the terms of this Master Agreement, any Work Order, and the other Contract Documents applicable to the Work Order, the terms of the Work Order shall control over this Master Agreement and the other Contract Documents and the terms of this Master Agreement shall control over the other Contract Documents, unless the terms of the Prime Agreement imposes more stringent requirements upon Contractor with regard to the Subcontract Work, in which case the more stringent terms shall control.
- 10.4 **Attorney's Fees.** If Contractor is required to retain the services of an attorney to enforce this Master Agreement, or any Work Order, or to defend against any cause of action, claim, or counterclaim brought by Subcontractor on which Subcontractor does not prevail, then Contractor shall be entitled to recover the attorney's fees and costs incurred (including, but not limited to, any Arbitration or Arbitrator fees, cost of court, expert witness fees, and related expenses), in addition to other remedies to which Contractor is entitled under Texas law. If Subcontractor is required to retain the services of an attorney to enforce this Master Agreement or any Work Order, and Subcontractor prevails in asserting a valid claim under this Master Agreement, then Subcontractor shall be entitled to recover attorney's fees and costs incurred, in addition to other remedies to which Subcontractor is entitled under Texas law.
- 10.5 **No Waiver.** Contractor's waiver of any right under this Master Agreement in one or more instances shall not constitute a waiver as to future enforcement of such right (by way of example and without limitation, waiver of right to receive releases with one or more payment applications shall not constitute a waiver of the right to receive releases with future payment applications).
- 10.6 **Joint Drafting.** The Parties to this Master Agreement agree that both Parties had an opportunity to negotiate the terms of this Master Agreement and obtain the assistance of legal counsel in reviewing the terms prior to execution. The Parties expressly agree, therefore, that the terms of this Master Agreement shall be construed neither against nor in favor of either Party. The Parties further agree that the doctrine of ejusdem generis shall not be applied to limit or restrict Subcontractor's liabilities or obligations, or Contractor's rights or remedies under this Master Agreement or any Work Orders.
- 10.7 **Third-Party Beneficiary.** Nothing contained in this Master Agreement shall create a contractual relationship with, or create a cause of action in favor of, a third party which is neither Contractor nor Subcontractor. Contractor and Subcontractor agree that there are no third-party beneficiaries to this Master Agreement.
- 10.8 **Merger.** Subcontractor further agrees that (i) the applicable Work Order combined with this Master Agreement and Contract Documents represents the entire and integrated agreement of the Parties; (ii) no representations or warranties of any kind have been made by Contractor or its agents or their employees, nor relied upon by Subcontractor, other than those expressed in the Work Order and this Master Agreement; and (iii) the terms and conditions of the Work Order and this Master Agreement are not in any way amended or modified by any prior negotiations, offers, bids, proposals, exclusions, or agreements, whether written or oral, respecting the subject matter of the Subcontract Work or the Work Order or this Master Agreement, and any such prior negotiations, offers, bids, proposals, exclusions, and/or agreements are no longer of any force or effect. All modifications to this Master Agreement or any Work Order accepted under this Master Agreement shall be in writing signed by the Parties. No employee or agent of Contractor has the authority to verbally modify this Master Agreement or any Work Order.
- 10.9 **Unconditional Guaranty.** To induce Contractor to enter into this Master Agreement with Subcontractor and, from time to time, to issue Work Orders under this Master Agreement for the Subcontract Work as described therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor

REEDER

hereby unconditionally, irrevocably, and absolutely, jointly and severally, guarantees the performance of each and every obligation of Subcontractor, including warranties, under the Master Agreement, any Work Order issued and accepted under this Master Agreement, and/or any modifications or Change Orders issued pursuant to the terms of this Master Agreement. The obligation of the Guarantor shall be performable upon demand by Contractor and shall be unconditional, irrespective of any alleged irregularity or equitable discharge of any Surety. Guarantor hereby waives all diligence, presentment, demand, and protest, and agrees to fully and faithfully perform Subcontractor's obligations under the Master Agreement and all Work Orders upon demand by Contractor. Guarantor further agrees that Contractor may demand performance of the obligations under this Master Agreement or any Work Order without any obligation by Contractor to first: (i) proceed against Subcontractor; (ii) proceed against any surety bond or exhaust any collateral held by Contractor as security for performance of Subcontractor's obligations guaranteed hereby; or (iii) pursue any remedy it may now have or hereafter have against Subcontractor. Guarantor further agrees that at any time, without notice to Guarantor, Contractor and Subcontractor may agree to: (i) alter or amend the time for Subcontractor's performance or compliance with any covenant, agreement, or warranty under the Master Agreement or any Work Order; (ii) alter or amend the scope of any Subcontract Work pursuant to the terms of the Master Agreement; or (iii) alter or amend any time for payment or amounts of payment, whether such payments are partial payments or final payment; all without affecting the liability and obligation of Guarantor. Guarantor hereby acknowledges that the withdrawal from, termination of, or restructuring of any ownership interest that Guarantor may have in Subcontractor shall not alter, affect, or in any way limit the obligations of the Guarantor under this Master Agreement. Guarantor further consents and agrees that this guaranty agreement shall be subject to and governed by the terms of the dispute resolution provisions in the Master Agreement and that any claims by either Guarantor or Contractor arising out of or relating to the obligations of this guaranty agreement shall be subject to the dispute resolution clause in this Master Agreement. Guarantor hereby agrees that, in the event of termination, liquidation, or dissolution of Subcontractor, this unconditional guaranty shall continue in full force and effect. The obligations of Guarantor shall not terminate until (i) Guarantor has delivered written notice of revocation of guaranty for Subcontract Work on future Work Orders issued after Guarantor's revocation, and (ii) Subcontractor has fully performed all obligations (expressly including, but not limited or restricted to, indemnity and warranty obligations) under all Work Orders issued prior to Guarantor's revocation, including any and all modifications thereof.

EXECUTED as subject to venue in Tarrant County, Texas on this date: 9/6/2025

SUBCONTRACTOR:

PARAGON ROOFING, LLC

By: Jim Stalcup
Name: Jim Stalcup
Title: Vice President
Date: 9/6/2025

CONTRACTOR:

REEDER GENERAL CONTRACTORS, INC.
A Texas corporation

By: 
Lane Reeder, CEO
Date: 9/6/2025

GUARANTOR:

By: _____
Printed Name: _____
Date: _____



WORK ORDER

REEDER GENERAL CONTRACTORS, INC.
6600 Hawks Creek Ave, Suite 200
Fort Worth, TX 76114
Telephone: 817-439-2022

WORK ORDER TO MASTER AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

This Work Order is made and entered into between **REEDER GENERAL CONTRACTORS, INC.** and **PARAGON ROOFING, LLC** pursuant to the terms and conditions of the Master Agreement between Contractor and Subcontractor (the "Master Agreement") identified below, the terms and conditions of which are incorporated herein by reference.

Master Agreement Number: MS2025-213121517

Work Order Number: WS3-WO-20 **Work Order Date:** 9/2/2025

Subcontractor:

Paragon Roofing, LLC
1601 N Walton Walker Blvd.
Dallas, TX 75211
Telephone: (469) 916-3433
E-Mail: celius.green@paragonroofingus.com

Owner:

Mansfield Independent School District
605 E. Broad St.
Mansfield, TX 76063

Architect/Engineer:

Huckabee Architects
801 Cherry St., Ste. 500
Fort Worth, TX 76102

Project:

MISD – GMP2 - Brooks Wester MS Additions and Renovations
1520 N. Walnut Creek Dr.
Mansfield, TX 76063

Subcontract Work: Furnish and pay for all labor, materials, fuel, equipment, transportation, tools, machinery, and supplies; perform all work; obtain and pay for all necessary approvals, permits, licenses, and fees; pay all state sales taxes, state and federal unemployment taxes, and all other taxes and fees associated with the subcontract labor or materials; provide all required construction layout and surveying; and do all things necessary required by the Prime Agreement to complete the Scope of Work attached as Exhibit A in accordance with the Plans and Specifications identified in Exhibit B.

Performance Schedule: The Subcontract Work shall be completed pursuant to the requirements of this Work Order and the Master Agreement and the Project Schedule. The Subcontract Work shall be completed no later than **7/9/2027**.

Subcontract Price: (Check one)

Lump Sum - The Subcontract Price shall be the lump sum of **Four Hundred Fifty Thousand Dollars (\$450,000.00)** which sum may be subject to adjustment but only per the terms provided in the Master Agreement.

Unit Price - The Subcontract Price shall be the total sum of the extensions of the unit prices (as contained on the unit price schedule below), multiplied by the units approved by the Owner under the basis for measurement provided by the terms of the Prime Agreement (i.e. in-place quantities vs. excavated quantities, weight vs. volume, plan quantities vs. actual quantities, etc.) which sum shall be subject to adjustment only as provided in the Master Agreement.

Retainage: Pursuant to Section 4.3 of the Master Agreement, withheld retainage shall be 5% of each progress payment made under this Work Order.

Payment Terms: Pursuant to Article IV of the Master Agreement, with monthly progress payment applications due not later than the 20th day of each month. All payments are processed through GCPay and pay applications must be submitted for processing through <https://ww3.gcpay.com/>. Applications received after the 20th day of the month will be considered for payment during the next period. If you have any questions, please contact rgcpay@reedergeneral.com.

Required Insurance: Per Master Agreement.

Named Additional Insured(s):

Contractor – REEDER GENERAL CONTRACTORS, INC.
Owner – [OWNER'S NAME]
Other – _____

Certificates of Insurance sent to:

Contractor – REEDER GENERAL CONTRACTORS, INC.
Other - _____

Required Coverage and Policy Limits: Subcontractor shall procure and maintain insurance per Article VI of the Master Agreement, the terms and conditions of which are incorporated herein.

Bond Requirements: Per Master Agreement.

Subcontractor Performance & Payment Bonds

- Required by Contractor
- Not required


Required Bonds: Subcontractor shall furnish Performance and Payment Bonds per terms of Article VII of the Master Agreement.

Other Special Provisions: _____

SUBCONTRACTOR:

PARAGON ROOFING, LLC
By: Jim Stalcup
Name: Jim Stalcup
Title: Vice President
Date: 9/6/2025

CONTRACTOR:

REEDER GENERAL CONTRACTORS, INC.
A Texas corporation
By: 
Lane Reeder, CEO
Date: 9/6/2025

GUARANTOR:

By: _____
Printed Name: _____
Date: _____



**EXHIBIT A
SCOPE OF WORK**

Subcontractor:	
	Paragon Roofing, LLC

Project:	
	Mansfield ISD - Brooks Wester Middle School - GMP 2

Architect:	
	Huckabee Architects

Drawing Issue Date:	
	5/22/2025

Specifications Issue Date:	
	5/22/2025

Issue Date:	Addenda No.:
6/3/2025	Addendum #1
6/12/2025	Addendum #2
6/19/2025	Post Bid Addendum #1

Issue Date:	Drawing Set Name:
5/22/2025	IFC Set
6/3/2025	Addendum #1
6/12/2025	Addendum #2
6/19/2025	Post Bid Addendum #1

Unit Cost Amount:	Unit Cost Description

Specifications Included in this Scope of Work:	
Sec. #:	Specification Section Title:
07 5419	Polyvinyl-Chloride (PVC) Roofing
07 6200	Sheet Metal Flashing and Trim
07 7200	Roof Accessories

This exhibit is not to be considered or construed to be the entire contracted Scope of Work. The subcontractor represents that by accepting this awarded project, they have carefully examined all contract documents, and they have satisfied themselves as to the nature of all requirements needed to successfully perform the awarded Scope in its entirety.

Item #:	Description of Subcontract Scope of Work:
1	Provide all labor, materials, equipment, tools, supplies, supervision, insurance, trade permits, licenses and all other incidentals required to perform all ROOFING WORK as described herein in a "TURNKEY" manner for this project. All Work shall be performed in accordance with the plans and specifications, and all amendments. Items not specifically shown but considered standard requirements in the completion of this scope are included.
2	This Scope of Work is intended to provide bidders with general direction of the work to be proposed and shall not be considered a complete listing of all requirements included in the contract documents. In no event shall this Scope of Work be misconstrued to limit the obligations of this subcontractor to provide a complete and functioning system as defined by the contract documents. All items necessary, reasonably incidental, and/or customarily included by industry standards, even those items that may not be specifically shown on the drawings, shall be included as part of this subcontract.



**EXHIBIT A
SCOPE OF WORK**

3	Contractor acknowledges that the contract documents may contain occasional contradictions of product/performance locations, quantities, requirements, etc. pertaining to this scope of work. As required by project specifications, in the event of such discrepancies not identified prior to bidding, this subcontractor shall be responsible for the more stringent requirement or more expensive product/installation method. In no event will a change order be written for discrepancies not caught prior to bid time.
4	Provide sufficient manpower to meet the construction schedule dates as noted. Although the start date of individual activities may change, the durations of those individual activities for work performed under this subcontract shall not change. This subcontractor shall be responsible for performing the work in accordance to these durations and any acceleration, overtime, or additional costs incurred to maintain the schedule shall be the responsibility of the subcontractor.
5	Foreman &/or Project Manager to attend all weekly site coordination meetings starting 2 weeks before mobilization
6	Maintain a clean and orderly work environment and keep all trash picked up after each task is completed/daily cleanup as a minimum. Dust area and wet mop floors after each shift in area of work and path from outside to work area.
7	All site personnel shall wear proper PPE at all times. None compliance warrants removal from project site
8	Provide Job Hazard Analysis Sheets (JHAs) at the start of each work day or at the start of a new task
9	Shall provide an English speaking competent Foreman with a minimum of 10hr OSHA & CPR training that will be onsite at all times while crew is onsite
10	This subcontractor shall provide a full-time 3rd party safety consultant while workers are onsite.
11	Provide all layout for this scope of work installed under this subcontract.
12	Provide all receiving, unloading, distributing, hoisting (including crane rental if needed) and installation of all material provided under this agreement.
13	All workers shall Attend the Mandatory REEDER Safety Orientation. Each worker will receive a badge sticker at completion and must display this sticker at all times while on site. No workers will be allowed to work onsite with the proper badging and safety orientation. This a zero tolerance policy.
14	Subcontractor is responsible for providing a competent person onsite at all times as required by REEDER or Mansfield ISD. Each subcontractor will provide documentation for each competent person prior to the start of work. Subcontractor to provide all safety required documentation to REEDER prior to commencing work.
15	All workers shall sign in and out of Reeder's Job Site Office each day.
16	Phasing of the work may require weekend working hours. Phasing and working hours will be provided by the Subcontractor at the sole discretion of the Contractor.
17	Protect surfaces adjacent to work that is required to be installed by this subcontract.
18	This project will use Procore software for all field and office document distribution. Make all necessary arrangements for all staff associated with this project to utilize this software.
19	SALES TAX: This project is tax exempt therefore all applicable sales and use taxes are excluded.
20	MOBILIZATIONS: Multiple mobilizations as required to complete the scope of work.
21	SCHEDULE: Subcontractor agrees to follow the Project Schedule and meet the milestone dates. Certain areas may be made earlier than originally indicated on Schedule. Subcontractor must be prepared for any adjustments to the Schedule as work progresses.
22	INSURANCE: Subcontractor shall provide and maintain required standard insurance coverage as required.
23	SURVEYING: All vertical and horizontal layout associated with this work, working from benchmarks and control points established by others, for the work of this subcontract to be performed by this Subcontractor.
24	PROTECTION: Protection of all adjacent existing work that is at risk due to the proximity to this Subcontractor's work. All equipment inside the building used in the completion of this scope shall having non-marking tires and diapers to protect the concrete slab including exhaust scrubbers if required. It is this subcontractor's responsibility to protect the building concrete slabs from material or liquids used in the completion of this scope that may stain.



**EXHIBIT A
SCOPE OF WORK**

25	TRAFFIC CONTROL: Traffic control and barricades as required by OSHA and/or local municipalities the superintendent. If required by this scope of work
26	CORRECTIONS: Correct any damages caused as a result of the work by this subcontractor acceptable to REEDER and Owner. Subcontractor shall be responsible for costs incurred for re-testing or re-inspections due to failure of Subcontractors work to meet local building codes, and/or the specifications contained in the Contract Documents.
27	CLEAN UP: Provide daily clean up of all debris generated by this scope of work (including Lunch trash) to a REEDER provided dumpster. Failure to comply will result in a back charge for the actual cost incurred by REEDER to provide clean up of this subcontractor's debris and trash. Any mud, dirt, or debris deposited onto a public street or the existing paving during the performance of this scope, including due to employee, delivery or hauling vehicular traffic, shall be cleaned up during the course of daily operations and again prior to work stoppage for that day. Any fines issued by AHJ's as a result of this Subcontractors negligence in complying with the above is to be paid for by this subcontractor.
28	EXCESS MATERIAL: Subcontractor shall haul off and legally dispose of all spoil material off-site.
29	TESTING AND INSPECTIONS: Coordinate all material testing as required for this scope of work with REEDER and the Testing Agency.
30	COORDINATION OF DOCUMENTS: Coordination between all drawing disciplines is the responsibility of this subcontractor. Should discrepancies occur in the Contract Documents, the more stringent requirements will be followed and REEDER should be notified immediately.
31	PUNCH LIST: All punch lists must be completed within 2 weeks of receipt. Items to be verified by REEDER personnel upon completion. Failure comply may result in a back charge to ensure punch list is complete on time.
32	CLOSEOUT: Provide all closeout documents no later than 15 calendar days prior to the original substantial completion date of the project.
33	DELIVERIES: All material delivery is to be "Just-In-time," there is limited site laydown space available. No exceptions will be made and all deliveries are to be scheduled with REEDER 2 weeks in advance.
34	BADGING: All workers must obtain a Mansfield ISD Badge and comply with MISD National Criminal History Background Check Instructions. All workers must attend the mandatory REEDER safety orientation and display the hardhat sticker received upon completion at all times while onsite. No workers will be allowed to work onsite without displaying the proper badge and safety orientation sticker. This is a zero-tolerance policy.
35	Description of Specific Scope Inclusions:
36	Provide submittals and/or shop drawings within (14 days) of contract
37	Pre-qualification process is required before contracts can be issued.
38	Subcontractor is required to provide a Payment and Performance Bond from a surety acceptable to REEDER Construction, covering the full subcontract amount and all related payment obligations.
39	This Subcontractor shall provide and install R102 & R107 roofing scope turnkey as indicated on the roof plans.
40	Furnish and install a fully adhered 80-mil fleece-back PVC roofing membrane system in strict accordance with the Contract Documents and the roof manufacturer's requirements.
41	Furnish and install a continuous vapor retarder over all roof substrates, sealed at perimeters and penetrations, coordinated with adjacent envelope assemblies.
42	Furnish and install cover board fully adhered to the underlying substrate per the drawings and specifications.
43	Furnish and install polyisocyanurate insulation to achieve a minimum R-25, attached to the structurally sloped substrates as detailed.
44	Furnish and install tapered cricket insulation where indicated to promote positive drainage to designated drains and scuppers.
45	Furnish and install all base and counter flashings at parapet walls, roof penetrations, and mechanical/RTU curbs per membrane manufacturer details.
46	Furnish and install shop-fabricated roof expansion joint assemblies with required membrane and sheet-metal flashings to achieve a watertight tie-in to adjacent roof and wall systems.



**EXHIBIT A
SCOPE OF WORK**

47	Coordinate and furnish preservative-treated wood blocking, nailers, plywood, and curb extensions required for the roofing assembly at perimeters, penetrations, and equipment supports, with elevations coordinated with Mechanical, Electrical, and Sheet Metal Subcontractors.
48	Provide temporary daily water cut-offs and weather protection to maintain the building watertight during roofing operations and phasing.
49	Remove and legally dispose of all debris and unused materials resulting from this scope and leave roof areas clean upon completion. Do not use REEDER dumpsters for disposal from this scope.
50	Provide closeout documentation including a 20-year manufacturer's roof system warranty and a 5-year contractor workmanship warranty.
51	Furnish and install all roof walk pads as specified and drawn on the plans.
52	Provide through-wall flashings to Masonry for integration with the roofing at parapets/walls.
53	Provide and install all downspouts and downspout boots
54	Furnish and install all pre-finished sheet metal flashing, trim, reglets, coping, coping caps, scuppers, gutters, and splash blocks per the contract documents.
55	Coordinate with trades including but not limited to concrete, steel, masonry, HVAC, plumbing and electrical for installation of complete roof scope.
56	Contractor is responsible for creating a water tight roof system per the contract documents.
57	Appropriate fasteners and lapping at all roof systems per the contract documents.
58	Tie in existing roof systems into new construction turnkey
59	Demolish roofing down to existing deck, as needed for new construction. This includes for new RTUs and demolition of the existing building structure. This subcontractor shall replace/repair roofing after turnkey
60	Extend roof flashing into scuppers as required.
61	Coordinate with expansion joint cover assemblies trade partner to ensure roof is built as required.
62	Spud back existing roof system minimum 3'-0" as required, continued around perimeter as needed for installation of new construction. Fill all voids with matching insulation. Prime roof surface to install roof system. Verify components with existing roof system warranty.
63	Remove existing metal coping, repair existing roof membrane overlapping wall as required, patch, repair, and clean wall and prepare to receive new expansion joint cap. Reference roof plans.