



CONTRACT FOR SERVICES

Parties	Amalgamated Sugar Company an Oregon cooperative corporation ("Owner")	("Contractor")
Contact Information	Name: Phone: Email:	Name: Address Phone: Email:
Effective Dates From / To	From to	

THE PARTIES AGREE AS FOLLOWS:

1. Description of Work. Contractor shall promptly and diligently perform the following work: [REDACTED], as more particularly described on **Exhibit A** (the "**Work**"). Contractor shall perform the Work in accordance with, and shall comply with, all of the provisions of this Agreement and the exhibits attached hereto and incorporated by reference (the "**Exhibits**").

2. Contract Price. As full compensation for satisfactory performance of the Work, Owner shall pay Contractor according to prices in **Exhibit A** ("**Contract Price**"). Owner shall issue a purchase order for the Contract Price ("**Order**"). Except as otherwise required by law, Contractor shall pay all applicable taxes and fees.

3. Invoicing. All invoices, including final invoice, must be submitted to Owner within 30 days after completion of the Work. Contractor shall: (i) submit an invoice for the Contract Price to the address set forth above; (ii) provide any documentation that Owner may reasonably request to verify the invoice; and (iii) separately disclose and add any taxes imposed on the Work and payable by Owner by law to the amount of each invoice unless Owner provides Contractor with appropriate evidence of a tax exemption claimed for the relevant jurisdiction(s).

4. Payment. Owner shall pay all undisputed invoices within 30 days of receipt. Owner may set-off any amount due and payable to it from and against amounts held to the credit of Contractor on any account, whether under this Agreement or otherwise, without prejudice to any other rights or remedies available to Owner under this Agreement or otherwise. Payment shall not constitute acceptance of, or a waiver of Owner's rights with respect to, any nonconforming Work.

5. Change Orders. Owner may, at any time, by written notice to Contractor, make changes to the Work within the general scope of this Agreement (a "**Change Order**"), and Contractor shall perform according to the Change Order. The Order may, at Owner's discretion, be revised to reflect the provisions of the Change Order. If a Change Order causes an increase or

decrease in Contractor's cost of, or time required for, the performance of the Work, the parties shall agree upon an equitable adjustment in the Contract Price and/or time for performance, as full compensation to Contractor for such change, and modify this Agreement in writing accordingly.

6. Completion Date, Delay and Incentive. Contractor shall complete the Work no later than *****("Completion Date"). Contractor shall notify Owner in writing immediately upon Contractor's first learning of any delay that may affect timely completion of the Work. Any such notice shall include a full and complete explanation of the reasons for such delay. The parties agree that failure to complete the Work by the agreed-upon Completion Date will result in damages to Owner. In the event Contractor does not complete the Work by the Completion Date, Contractor shall pay to Owner liquidated damages in the sum equal to 1% of the Contract Price for each full week beyond the Completion Date, up to a maximum of 5% of the Contract Price ("**Liquidated Damages**"). The parties agree that these Liquidated Damages represent a reasonable estimate of the damages likely to be incurred by Owner due to the delay and shall be the sole and exclusive remedy for such delay. Payment of Liquidated Damages does not relieve Contractor of its obligation to complete the Work in accordance with the terms of this Agreement. If Contractor completes the Work before the Completion Date, Owner shall pay to Contractor an incentive payment in the amount equal to 1% of the Contract Price for each full week ahead of the Completion Date, up to a maximum of 5% of the Contract Price ("**Incentive Payment**"). The Incentive Payment is intended to encourage timely completion and shall be the sole and exclusive incentive for early completion.

7. Contractor's Responsibilities. Contractor represents that it is, and that at all times during performance of the Work it shall be, fully experienced and properly qualified, licensed, equipped, organized and financed to perform the Work. Contractor shall (i) provide all labor, materials, equipment, tools, vehicles, supervision and resources necessary to complete the Work, (ii) obtain and pay for all permits, inspections, licenses, fees and deposits as necessary to complete the Work, (iii) comply, and shall ensure that the Work complies, with all Applicable Laws, licenses, permits, best industry standards, and other requirements, and (iv) maintain complete and accurate records with regard to the Work and this Agreement for at least three (3) years after final acceptance by Owner and provide Owner access at all reasonable times to all such records for examination, copying and audit. Contractor shall bear the risk of loss for Work until Owner accepts all Work.

8. Cooperation. Contractor's performance of the Work may occur alongside or be dependent upon the concurrent performance of services by Owner or others. If applicable, Contractor shall fully cooperate and coordinate with Owner and others to assure orderly and expeditious performance and completion of Work and other projects. Contractor shall notify Owner in writing of any actual or apparent deficiencies or defects in such other services or projects that render it unsuitable for performance of the Work. Failure of Contractor to so notify Owner shall constitute acceptance by Contractor of such other work as suitable for performance of the Work in accordance with this Agreement, except as to latent defects that may subsequently be discovered in such other services or projects.

9. Work Area. Contractor shall take all precautions that are necessary to prevent injury, damage or loss to (i) any persons on the Work site and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, and (iii) other property at the site or adjacent thereto.

10. Safety; Environment. Contractor, its suppliers and subcontractors shall perform the Work subject to and in accordance with the applicable facility or plant security and safety rules in effect from time to time during the performance of the Work. Contractor acknowledges that it alone has the responsibility to supervise, control and enforce all applicable work and safety rules as to its own employees, suppliers and subcontractors and that the facility rules establish only a minimum level of acceptable conduct. Contractor shall not allow any employee of Contractor, a supplier or a subcontractor to perform any Work without first holding required and/or appropriate safety orientations. In the event it detects any unsafe condition or practice, Contractor shall immediately stop Work and correct the situation. Contractor's neglect or refusal to take immediate corrective action shall be deemed a material breach of this Agreement. Contractor shall not bring hazardous materials, waste, rubbish or surplus materials onto Owner sites without Owner's written consent. Contractor shall provide Owner with all required warnings and safety information pertaining to permitted goods prior to delivery onsite.

11. Inspection. Owner may inspect and test Work at all times. Owner's inspection or failure or delay to inspect shall not relieve Contractor of responsibility for performance of the Work in accordance with this Agreement or impair Owner's right to reject defective or non-complying items or affect any other right or remedy afforded to Owner under this Agreement or by law, notwithstanding Owner's knowledge of the defect or non-complying performance, its substantiality, or the ease of its discovery.

12. Warranty. Contractor warrants that: (i) the Work shall be performed in a workmanlike and skillful manner; (ii) the Work shall in all respects be of first-class quality, free from all faults and defects in workmanship, material, design (other than a defect in any design provided by Owner) and title, (iii) the Work will comply with the Agreement requirements, including the specifications set forth in the Exhibits; and (iv) all materials, equipment and other items incorporated in the Work or consumed in the performance of the Work shall be new and of the most suitable grade for the purpose intended. This warranty shall continue until the expiration of the later of **one year** after acceptance by Owner of all of the Work or such longer period as may be specified elsewhere in this Agreement (the "**Warranty Period**"). At its sole expense, Contractor shall promptly correct any noncompliance and remedy any damage to other parts of the Work or any other property resulting from such noncompliance to Owner's satisfaction ("**Correction**") during the Warranty Period. The Warranty Period for any Correction shall be **one year** after acceptance by Owner of the Correction.

13. No Liens. Contractor waives any lien rights it may otherwise have and shall promptly pay (and secure the discharge of any liens asserted by) all persons and entities furnishing labor, equipment, materials or other items in connection with the Work.

14. Rights in Property. All materials, information, property and other items accumulated or developed in connection with the Work (including, but not limited to, the Exhibits, drawings, specifications, designs, completed Work and Work in progress), together with all rights associated with ownership of such items (such as copyright and patent rights), shall become the property of Owner when so accumulated or developed, whether or not delivered to Owner. To the extent Contractor uses any pre-existing intellectual or other property in connection with the performance of the Work, Contractor grants to Owner a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up, sub-licensable right to use all such property in connection with the Work, including without limitation concepts, methods, processes, products, writings and other items (whether or not copyrightable or patentable).

15. Insurance. Contractor shall, at its own expense, procure and maintain in full force and effect during the performance of the Work (and for any additional periods herein specified) through companies and agencies satisfactory to Owner and in such specific forms as shall be reasonably required by Owner, the insurance listed on **Exhibit B**. Each subcontractor employed by Contractor in the performance of the Work must be covered by insurance of the same character and in the same amounts as Contractor, unless Owner and Contractor mutually agree that reduced coverage is adequate due to the nature of the particular subcontracted Work. Contractor shall provide Owner with certificates of insurance from each of its subcontractors before their part of the Work commences. Contractor waives all rights and claims against Owner and any of Owner's agents and employees for damages caused by perils that are or could be covered by the insurance required by this Agreement. Contractor shall require, as a condition to working on the Project, similar written waivers from all its subcontractors and sub-subcontractors. This waiver shall apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its Subcontractors. These insurance provisions are independent of the indemnity provisions of this Agreement.

16. Indemnity and Release. Contractor releases and shall defend, indemnify and hold harmless Owner, its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, representatives and agents from and against any and all claims, costs, losses, liabilities, damages, fines, and expenses of any nature (including, without limitation, reasonable attorneys' fees and costs) that arise out of or relate to, directly or indirectly, any actual or alleged: (i) defect in the Work, (ii) fault, negligence, strict liability or product liability of Contractor in connection with the Work or this Agreement, (iii) infringement or misappropriation of any intellectual property right by any Work, (iv) any lien asserted by any employee, subcontractor or supplier of Contractor upon any property of Owner, or (v) any breach of or default under this Agreement by Contractor. **CONTRACTOR WAIVES ANY IMMUNITY, DEFENSE OR PROTECTION UNDER ANY WORKERS' COMPENSATION, INDUSTRIAL INSURANCE OR SIMILAR LAWS.**

17. Termination. By written notice, Owner may terminate all or any part of this Agreement at any time. Upon such termination, (i) Owner may take possession of or use of any completed or partially completed portion of the Work, and (ii) Contractor shall be entitled to receive, as its full compensation, payment for only that portion of the Contract Price attributable to any Work satisfactorily performed prior to termination, less any advances or other payments already made to Contractor.

18. Independent Contractor. Contractor is, and shall act as, an independent contractor (and not as the agent or representative of Owner). Subject to compliance with the requirements of this Agreement, Contractor shall perform the Work in accordance with its own methods and be fully responsible for the acts, omissions, conduct and performance of its employees, subcontractors or independent contractors. Notwithstanding the foregoing, Owner reserves the right (i) to establish Contractor's working hours, including the right to limit Contractor's access to Owner's facility or plant, to the facility or plant's ordinary business hours, and (ii) to preapprove all of Contractor's employees and subcontractors before they enter Owner premises and revoke the same at any time, in Owner's sole discretion. Owner has the right at any time and for any reason to reject or to have Contractor remove Contractor's employees from performing the Work under this Agreement upon notice to Contractor. Upon such notice, Contractor shall replace the Contractor employee(s). In the event of any staffing change, Owner shall not be charged for the time required

to train the replacement. The amount of noncompensatory training time, if any, shall be mutually determined by Contractor and Owner's representative.

19. Assignment; Successor. Contractor shall not assign or subcontract all or any part of this Agreement without Owner's written consent. No assignment or subcontracting shall relieve Contractor from its responsibility for performance of the Work or any other Agreement obligations.

20. Notices. Any notice or other communication shall be (i) in writing (ii) delivered to the intended recipient at the address and to the attention of the party specified above or as updated from time to time and (iii) effective upon receipt.

21. Cumulative; Non-waiver. The rights and remedies of Owner set forth herein are cumulative and in addition to any other rights or remedies afforded to Owner by law. Owner's failure or delay to exercise any rights or remedies provided herein or at law shall not be construed as a waiver of Owner's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall remain in full force and effect.

22. Entire Agreement. This Agreement embodies the entire agreement, and supersedes any and all prior agreements, between Owner and Contractor regarding the Work. It may not be amended except by written instrument signed by the party to be bound thereby.

23. Inconsistency. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any Exhibit, the terms of this Agreement shall prevail; provided, however, that if an Exhibit by its terms expressly provides that certain provisions therein shall control over certain specified provisions in this Agreement, and such provisions are initialed by Contractor and Owner, then to the extent such provisions in the Exhibit conflict with the specified provisions in this Agreement, the provisions in the Exhibit shall control. Any additional, conflicting or different terms proposed by Contractor shall have no force and effect unless Owner agrees to such terms in writing.

24. Compliance: Contractor shall at all times and at its own expense: (i) comply with all applicable federal, state, and local laws, regulations, rules and governmental orders applicable to its performance under this Agreement (including, without limitation, maintaining in full force all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies) ("**Applicable Laws**"); (ii) abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) applicable to performance under this Agreement; (iii) certify that Work under this Agreement complies with Sections 6, 7 & 12 of the Fair Labor Standards Act and related U.S. Dept. of Labor regulations; (iv) comply with all Owner safety policies and procedures pursuant to this Agreement; and (v) comply with Owner's Supplier Code of Conduct available on Owner's website at www.amalsugar.com as may be amended from time to time.

25. Contractor Management System. Contractor must maintain at its own expense, a subscription to ISNetworld or such other contractor management system as Owner may designate in writing.

26. Applicable Law, Attorneys' Fees. The laws of the State of Idaho, excluding choice of law principles, govern this Agreement. The prevailing party in any action brought by either party to enforce the terms and conditions of this Agreement shall be entitled to receive from the

other party the prevailing party's reasonable costs and expenses of such action, including attorneys' fees and expert witness fees incurred in connection with such action.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and of which taken together shall constitute but a single instrument. Electronic or facsimile execution of this Agreement shall be legal, valid and binding execution and delivery of this Agreement.

Owner and Contractor have caused their duly authorized representatives to execute this Agreement in the space provided below.

Agreed to by:

Party	Amalgamated Sugar Company	[INSERT CONTRACTOR]
Signature		
Print		
Title		
Date		

EXHIBIT A
Scope of Work and Contract Price

Contractor shall: [INSERT DESCRIPTION OF WORK]

Contract Price: [INSERT DETAILS OF CONTRACT PRICE, INCLUDING TOTAL AMOUNT AND ANY PAYMENT SCHEDULE]

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EXHIBIT B INSURANCE REQUIREMENTS

Contractor shall carry the following insurance policies in the following amounts and with the following terms and conditions:

Worker's Compensation

Minimum Required Limits	▪ Worker's Compensation - Statutory Limits ▪ Employer's liability: - \$1,000,000 Each Accident for Bodily Injury by Accident - \$1,000,000 Each Employee for Bodily Injury by Disease - \$1,000,000 Aggregate Policy Limit for Bodily Injury by Disease
Required Terms and Conditions	▪ NCCI Workers Compensation and Employers Liability Insurance Policy form ▪ Waiver of Subrogation in favor of Owner and all other Indemnitees in the Agreement.

Commercial General Liability: The Contractor will maintain Commercial General Liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including the loss of use thereof), personal injury and advertising injury. Such insurance will have these minimum limits, terms and conditions:

Minimum Required Limits	▪ \$2,000,000 General Aggregate Per Project ▪ \$2,000,000 Premises, Products and Completed Operations Aggregate ▪ \$2,000,000 Bodily Injury/Property Damage Per Occurrence ▪ \$2,000,000 Personal Injury and Advertising Injury Limit <i>(Limits may be a combination of Primary and Umbrella/Excess policies)</i>
Required Terms and Conditions	▪ ISO Commercial General Liability Policy (Occurrence Form) ▪ Products and Completed Operations coverage maintained for at least two years after contract completion ▪ Blanket Contractual Liability (included in ISO form) ▪ Independent Contractors (included in ISO form) ▪ Cross Liability and Severability of Interest (included in ISO form) ▪ Explosion, Collapse and Underground (XCU) coverage (included in 1993 ISO form) ▪ Personal Injury and Advertising Injury (included in ISO form) ▪ Incidental Medical Malpractice (included in ISO form) ▪ Owner included as Additional Insured as noted below for ongoing and completed operations ▪ Provide that the general aggregate limit applies separately to this location where the Services will be performed ▪ Waiver of Subrogation in favor of Owner and all other Indemnitees in the Agreement

Automobile Liability: The Contractor will maintain Business Auto Liability covering liability arising out of any auto (including owned, non-owned and hired autos).

Minimum Required Limits	▪ \$1,000,000 Combined Single Limit Each Accident
Required Terms and Conditions	▪ ISO Business Auto Policy or Equivalent ▪ Owner included as Additional Insured as noted below ▪ Waiver of Subrogation in favor of Owner and all other Indemnitees in the Agreement. ▪ Covering all owned, hired, and non-owned automobiles

Professional Liability (Errors and Omissions): The Contractor will purchase and maintain Professional Liability insurance.

Minimum Required Limits	▪ \$2,000,000 Each Claim and Annual Aggregate
Required Terms and Conditions	▪ Insured's Interest in Joint Ventures (if applicable) ▪ Punitive Damages Coverage (where not prohibited by law) ▪ Limited Contractual Liability ▪ Retroactive Date Prior to Start of Services ▪ Extended Reporting Period of 24 Months or More ▪ No Pollution Exclusion

“Amalgamated Sugar Company and its affiliates” will be designated as an Additional Insured to the CGL and Automobile Liability as evidenced by copy of the endorsement or policy form attached to the Certificate of Insurance. If providing Services on Owner facilities, the Additional Insured endorsement will be applicable to Contractor’s “operations” for Owner. The coverage provided to the Owner under the Contractor’s commercial general liability policy shall be provided by a policy provision or an endorsement which is as least as broad as CG 20 10 07 04 (ongoing operations) in combination with CG 20 37 07 04 (completed operations). Notwithstanding the foregoing, Contractor shall provide ISO Form B - CG 20 10 11 85 or equivalent coverage where available from its carrier. The above required liability limits can be provided by any combination of primary and umbrella/excess insurance policies. To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage shall be follow form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary non-contributory basis and will be subject to vertical exhaustion before any other primary, umbrella, or any other insurance obtained by Owner will be triggered. Contractor will provide Owner with a Certificate of Insurance and endorsements or policy forms, including but not limited to endorsements or policy forms providing additional insured coverage and permitting waiver of subrogation, evidencing compliance with the above as soon as administratively possible. The failure of Owner to demand such certificate shall not waive Contractor’s obligation to provide such certificate and coverages. Contractor will provide Owner at least 30 days’ written notice prior to its cancellation of coverage. Contractor shall ensure that its subcontractors have insurance coverage and endorsements consistent with the above, including the additional insured, primary and non-contributory and waiver of subrogation requirements, with the exception of policy limits. Contractor shall cause its and its subcontractors’ insurance companies to waive rights of subrogation against Owner and its affiliates, and Contractor acknowledges that this waiver was

mutually negotiated. The Contractor's coverage naming Owner as additional insured shall include an endorsement specifying that the Contractor's coverage is primary and non-contributory to any other coverage available to Owner, including, without limitation, coverage maintained by Owner wherein Owner is the named insured, and that no act or omission shall invalidate the coverage. Insurance companies providing coverage for Contractor and its subcontractors will have an A.M. Best's rating of no less than B+ VII. All insurance or self-insurance of Owner and its affiliates will be excess of any insurance provided by Contractor or subcontractors.

Any self-insured retention or deductible in excess of \$10,000 must be declared and is subject to Owner's approval. Funding of deductibles and/or self-insured retentions maintained by Contractor shall be the sole responsibility of Contractor, including any deductible or self-insured retentions applicable to coverage afforded to Owner or other required additional insureds.

In specifying minimum Contractor insurance requirements, Owner does not represent that such insurance is adequate to protect Contractor from loss, damage or liability arising from its work. Contractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself. Notwithstanding anything to the contrary in this Agreement or in this Exhibit B, if the Contractor has procured any insurance coverage and/or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage and/or limits set forth in this Exhibit B or elsewhere in the Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance shall be considered the coverage and limits that are required by this Agreement and such coverage and limits shall be provided in full to the additional insureds and indemnified parties under this Agreement. The Parties expressly intend that the provisions set forth in the Agreement and in this Exhibit B shall be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under the Contractor's insurance policies.

Any acceptance of policies or certificates of insurance by Owner, or failure of Contractor to provide policies or certificates of insurance, shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.