



CONTRACTOR AGREEMENT

This Standard Independent Contractor Agreement (“Agreement”) is made and entered into by and between **Rebuilding Together Atlanta** (“*RTA*”) and the undersigned (“Contractor”), effective as of the latest date signed by a party hereto.

For one year from the effective date hereof (unless this Agreement is earlier terminated in accordance with the terms hereof), the Contractor shall be available to RTA on a per-project basis to perform such projects as may be assigned to Contractor by RTA. Prior to the commencement of any work by the Contractor on any such project, the Contractor and RTA shall agree upon the material terms of such project, including the address, fee, scope, deliverables and deadlines, and shall memorialize such terms in a work order signed by each party in the form of Exhibit A (each, a “Work Order” and the activities to be performed by Contractor under a Work Order, the “Work”). Each Work Order and this Agreement are the “Contract Documents.” Any conflict between the terms of this Agreement and the terms of a Work Order shall be resolved in favor of the terms of this Agreement, except to the extent any term of such Work Order specifically references and supersedes the conflicting term of this Agreement.

Contractor shall perform the Work under this Contract Documents in a professional manner, in accordance with the highest applicable professional standards, and in compliance with all applicable laws, rules, regulations and procedures applicable to the Work. RTA may for any reason and at any time terminate this Agreement and/or any Work Order by giving written notice to the Contractor specifying the effective date of such termination (which shall be at least 5 days following the date of notice, unless such termination is based upon a breach hereof, in which case the termination shall RTA be liable for, and Contractor waives, any claim of damages for lost profit, lost fee, loss of business or any punitive, special, indirect, incidental or consequential damages, including any lost profit or fee on Work not performed.

The Contractor certifies to RTA and/or agrees as follows:

1. The Contractor performs work and services in the construction industry, holds itself out to the public as available to provide the same or similar services to other parties and either (a) is not required to have Workers' Compensation under GA Law or (b) has provided RTA concurrent certificates of Workers' Compensation insurance.
2. The Contractor's obligations to timely perform all of its obligations in Contract Documents, including its obligation to provide timely notice of events and claims as set forth herein, are of essence to the Contract Documents. The Contractor shall diligently prosecute and perform its Work and shall timely achieve all Work as set forth in the Contract Documents.
3. The Contractor is licensed to perform the Work and shall obtain all required licenses and building permits from the “local city, county or regional” Department of Licenses and Inspections and will do so as required on all projects for which the Contractor is hired. The Contractor is not under suspension or debarment by the Fed Gov, State of GA or local city or any governmental entity, instrumentality or authority, and is in compliance and will maintain compliance with all applicable federal, state and local laws, regulations and policies relating to the Work, including nondiscrimination and sexual harassment. The Contractor will

immediately notify RTA if the foregoing sentence becomes incorrect in any respect during the term of this Agreement.

4. If the Contractor becomes aware of any condition or event that would constitute a material change or labor change (change order) in the performance of the Work, it shall provide written notice of that within two days of becoming aware of such condition or event and shall not proceed with the changed Work unless directed by RTA. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work (or the earlier termination of the applicable Work Order), the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.
5. The Contractor performs its services independently, provides its own tools and maintains all necessary licenses and permits, is free of RTA's control and direction, performs functions using an approach of its own choosing, determines when and where to work and determines how much work is needed to perform the project for which it has been retained. The Contractor shall be liable for payment of all applicable taxes and fees based on the Work or services performed hereunder including, but not limited to, any sales taxes, FICA, visa and associated work fees, and unemployment insurance.
6. If the Contractor fails to perform Work in accordance with the Contract Documents or fails to correct Work which is not in accordance with the Contract Documents, Rebuilding Together Atlanta may direct the Contractor in writing to stop the Work, correct it and/or not proceed with other Work until the correction is made. The Contractor shall warrant that all repairs shall be free from defects in material and workmanship for a period of at least one year from the date of completion by the Contractor or the length of any applicable builders' statute or other construction defect law, whichever is longer.
7. The relationship of Contractor to RTA is that of an independent contractor (subcontractor) and the Contractor shall not be considered an employee of RTA for purposes of any federal, state or local laws regarding employment related taxes, including, but not limited to, reporting, paying, withholding or remitting any income tax, FICA, FUTA, unemployment insurance, social security, workers' compensation, disability insurance or any laws or regulations that may impute any obligation or liability to RTA by reason of an employment relationship. Contractor is not entitled to participate in or receive any benefits or have any rights as an employee of RTA under any employee welfare benefit plan or any fringe benefit plan, and will not be covered by any liability insurance or workers' compensation policies of RTA. Contractor shall be responsible for and pay (and indemnify RTA against) all taxes, fees and levies or other charges of any type imposed by any federal, state or local governmental authority, including the Georgia's Department of Licenses and Inspections, on any fees that the Contractor receives from RTA in respect of services.
8. The Contractor, and each of its subcontractors, shall maintain insurance at the levels and requirements set forth in **Exhibit A**. Rebuilding Together Atlanta and Rebuilding Together Inc (the "Additional Insureds") must be named as Additional Insureds on all liability policies, and such insurance shall be primary and noncontributing with any other insurance in effect for any of the Additional Insureds. A Certificate of Insurance and Additional Insured Endorsement that complies with Exhibit A must be given to Rebuilding Together Atlanta prior to the commencement of any Work, and subsequently upon the reasonable request of RTA.
9. Contractor will defend, indemnify and hold harmless Rebuilding Together Atlanta, Rebuilding Together, Inc., the building site (home) owner, and all of their respective directors, officers, employees, representatives and agents from all liability, loss, expense, cost or damage whatsoever, including costs and expenses of

enforcement, settlement and third party agents (collectively, “Losses”), from any cause that may arise in whole or in part from Contractor’s breach of any Contract Document or negligent or wrongful performance of the Work, or the use of Rebuilding Together Atlanta premises by Contractor, its employees, subcontractors, representatives or invitees, regardless of whether or not such Loss is caused in part by a party indemnified hereunder. In no case shall the indemnification obligation under this Section shall be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

10. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs related to the Work, including all those required by OSHA and all other laws in connection with performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the worksite and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall also comply with the COVID-19 Safety Rules for Construction and incorporated into this Agreement herein.
11. The Contractor shall not use RTA’s name, logo or trademarks (or those of any RT affiliate) or make any public statement regarding this Agreement or the Work without RTA’s prior consent.
12. The last sentence of the third paragraph of this Agreement, the last sentence of paragraph 4 of this Agreement and paragraphs 5, 6, 7, 9 and 11 through 17 of this Agreement shall survive the expiration or termination of this Agreement.
13. This Agreement and each other Contract Document shall be governed by and interpreted, and all disputes under or with respect to any Contract Document shall be resolved, according to the laws of the state of Georgia, City of jurisdiction without regard to any choice of law rules that would result in the application of the laws of another jurisdiction.
14. Except as provided in paragraph 9 above, nothing contained in this Agreement, express or implied, is intended to confer upon any person other than the parties and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement or any Work Order.
15. If any covenant or provision of any Contract Document is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of any Contract Document is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.
16. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.
17. This Agreement (together with each Work Order) states the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements (oral or written) between the parties with respect thereto. The failure of any party to exercise its rights under any Contract Document or applicable law shall not be construed as a waiver of such rights or any remedies to which such

party is entitled. No waiver of any of the provisions hereof or of any Work Order shall be effective unless in writing and signed by the party against whom such waiver is asserted, and no waiver made shall constitute a waiver of any succeeding breach of the same or any other provision hereof. This Agreement cannot be modified or amended except in a written agreement signed by both parties.

CONTRACTOR:



REBUILDING TOGETHER Atlanta

Signature

Date

Signature

Date

ATTACHMENT A
PROJECTS WITH FEDERAL FUNDING REQUIREMENTS

Conflict of Interest

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 1. Respondent may have an unfair competitive advantage; or
 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to RTA that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. RTA may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to RTA, RTA may disqualify the respondent
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of RTA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which RTA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer, or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of RTA. Claims for sums of money due, or to become due from RTA pursuant to the contract may be assigned to a bank, trust company or other financial institution. RTA is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold RTA harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold RTA harmless in every respect against tax liability.

Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. RTA reserves the right to remove any company's employee from any site for any reason.

Federal, State, and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by RTA to comply with all Federal, State, and local law reporting requirements.

Nondiscrimination

The firm agrees that it will abide by Federal, State and Local Laws, and RTA ordinances incorporated by reference herein.

Section 3 Clause

When applicable every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development if applicable. All proposals must also include a Compliance Plan to include the submittal of reports applicable to Section 3 requirements. Currently, all RTA projects do not meet the Section 3 threshold.

Davis Bacon Requirements

When applicable, contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

BABA Requirements

BABA The Build America, Buy America (BABA) Act, part of the Infrastructure Investment and Jobs Act, mandates that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects must be produced in the United States. Currently, all RTA projects do not meet the BABA threshold.

Small and Minority Firms, Women's Business Enterprises

RTA, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

I have received and reviewed this Federal Funding Requirements. I acknowledge and agree to all provisions contained above