
Purchase Order Agreement

To **Read Window Products, LLC**
 5900 Weisbrook Lane
 Knoxville, Tennessee 37909

Project Address:
 Long Wharf SALES
 5 Washington Street
 Newport, Rhode Island 02840

Note: A two working day notice is required prior to any material delivery to the job site. No partial shipments are allowed without prior notice and approval. No verbal communications shall be considered binding for any reasons.

Notify: **Joshua Arruda**
jarruda@iciofamerica.com (401) 297-7407

PO Number	PO Date	Terms	Commencement	Completion
24045-SC-010	03/17/2025	Section 3	03/14/2025	06/06/2025

WHEREAS the Contractor has entered into a Contract dated **03/14/2025** with Innovative Construction, Inc. (herein after called the General Contractor or Contractor) with Read Window Products, LLC (herein after called the Subcontractor.)

FOR THE CONSTRUCTION OF: Wyndham Vacation Resorts, Inc. (herein after called the PROJECT/Owner.)

NOW THEREFORE it is agreed as follows:

SECTION 1. CONTRACT

Subcontractor to perform complete scope of work per Drawings, Specifications & Assessments
 Subcontractor is responsible for all Federal, State and Local Taxes
 Provide all labor, materials and equipment to perform associated scope of work as listed below
 Subcontractor is responsible to abide by all state, county, city, and regulatory requirements for this project
 Subcontractor to clean each and every day associated work above is being performed
 Subcontractor to verify all selected finishes will be applicable to the project scope and be installed in accordance to Manufacturer Requirements
 Subcontractor to provide all submittals in accordance to the project within Drawings and Specification; Inclusive of materials and equipment not specifically listed in order to perform complete scope of work
 All Drawings and Specifications will be accessible through Procore; Subcontractor responsibility to retrieve information and notify Contractor if they are unable to gain access. If Contractor is not notified it is assumed that all required access is accessible by Subcontractor

Scope of Work:

- Subcontractor to Supply/Installation of new Window Treatments
- Subcontractor responsible for Field measuring
- Subcontractor responsible for all travel fees as required for Measuring and Installation Trips
- Includes Lodging Allowance up to 3 Days.

SECTION 2. PURCHASE

The Subcontractor agrees to furnish all equipment, materials, supplies and services as necessary to complete the agreed upon work as stated in prior section "Contract".

Total: Eleven Thousand Four Hundred Seventy-Five Dollars And Twenty-Five Cents \$11,475.25

SECTION 3. PAYMENT

(a). The Contractor agrees to pay Subcontractor for the performance of this Agreement the total sum as noted above subject to additions and deductions for changes agreed upon or determined, as provided in the project plans and specifications and hereinafter provided. Payment will be made upon General Contractor's receipt of payment from Owner:

Payment terms are as follows:

1. Payment Applications submitted upon Receipt of Payment by Owner to Contractor
2. Appropriate Lien Release Waivers shall be provided with all Payment Application requests
3. Payment Applications must be sent to accounting@iciofamerica.com

(b). The Contractor may deduct from any amounts due or to become due to the Subcontractor/Supplier any sum or sums owed by the Subcontractor/Supplier to the Contractor in the event of any breach by the Subcontractor/Supplier of any provision or obligation of this Subcontractor Agreement, or in the event of the assertion of other parties of any claim or lien against the Contractor or the premises arising out of the Supplier's performance of this Agreement. The Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor/Supplier an amount sufficient to completely protect the Contractor from any and all loss, damage or expense there from, until the situation has been satisfactorily remedied by the Supplier.

SECTION 4. COMMENCEMENT AND COMPLETION DATES:

All work shall be started no later than **03/14/2025** and completed on or before **06/06/2025** in allowance of other trades to complete their work within dates provided.

SECTION 5. INSURANCE

(a) SUBCONTRACTOR shall maintain, at its own cost, such insurance as will protect it and indemnitees from (i) claims under the worker's compensation law of the state in which the Work is being performed; (ii) contract claims; and (iii) any claim for bodily injury, including death, and property damage, both physical and loss of use, which may arise from the Work or any performance under this Agreement, whether such Work or performance is by SUBCONTRACTOR or any of its subcontractors or anyone directly or indirectly employed by it, said insurance to be in the minimum limits as set forth in the Contract Documents. SUBCONTRACTOR shall provide such insurance through an insurance company acceptable to CONTRACTOR, and shall timely furnish a Certificate of Insurance to CONTRACTOR as provided in Paragraph 27 below. SUBCONTRACTOR'S insurance (both primary and excess layers) shall be primary to CONTRACTOR'S insurance, exhausted before any other coverage, except for Builders Risk or other property insurance applicable to the Work or the Project and all shall be non-contributory. Further, SUBCONTRACTOR'S insurance shall name indemnitees as additional insureds and such coverage shall be provided only with Additional Insured Endorsement CG 2010 04/13 & CG2037 04/13, or its equivalent and will include coverage for ongoing and completed operations. The Certificate of Insurance and applicable endorsements must be timely returned with this Agreement, and further provide that notice shall be given to CONTRACTOR by the insurer thirty (30) days prior to any cancellation of the policy or coverage. In the event SUBCONTRACTOR fails or neglects to provide insurance as required, CONTRACTOR shall have the right, but not the obligation, to pay any premiums to maintain said insurance and offset such cost against any payments due under the Agreement. Failure of CONTRACTOR to exercise such right shall not affect or diminish the obligations of SUBCONTRACTOR under this Agreement.

(b) SUBCONTRACTOR shall bear the risk of loss with respect to the restoration or repair of any of the work (including tools, equipment and other facilities) caused by or resulting from casualties or risks not insured under any standard casualty or builder's risk policy that may be provided by CONTRACTOR or Owner under the Contract Documents. SUBCONTRACTOR waives any rights of subrogation against indemnitees for any loss covered by insurance of any type.

(c) SUBCONTRACTOR shall maintain for a period of one year from the date of Substantial Completion of the construction Project, whichever is later, the following coverages:

Commercial (Comprehensive) General Liability Insurance (including coverage for independent contractors, contractual liability, personal or bodily injury, products liability, premises/operations, completed operations, and broad form property damage) with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence and general aggregate limit of not less than two million dollars (\$2,000,000.00). Products & Completed Operations Coverage shall not extend earlier of the Statute of Repose or ten (10) years.

Umbrella Liability Insurance with an occurrence limit of one million (\$1,000,000.00), general aggregate limit of one million dollars (\$1,000,000.00), and Products & Completed Operations coverage aggregate limit of one million dollars (\$1,000,000.00). Products & Completed Operations coverage shall extend to the earlier of the Statute of Repose or ten (10) years.

Workers' Compensation Insurance (in compliance with State and Federal laws) covering all of Subcontractor's (and/or Sub-Subcontractors') employees engaged in the performance of Services hereunder, and Employers' Liability Insurance with a limit of not less than one million dollars (\$1,000,000.00).

Commercial Business Automobile Liability Insurance covering all owned, non-owned, leased, and hired vehicles, and providing coverage for bodily injury and property damage liability with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence.

Subcontractor's Certificate of Insurance must maintain the following:

Certificate Holder and Additionally Insured:
Innovative Construction, Inc.
295 Main Road
Tiverton, Rhode Island 02878

Description of Operations:

Club Wyndham Long Wharf, WVO Renovation Services, LLC, Wyndham Vacation Resorts, Inc, Interval Owners' Association: Long Wharf Resort, Inc., Innovative Construction, Inc., and all of its parent and subsidiary companies; and the officers, directors, agents, employees and assigns of each are named as additional insured. Property Address 25 Washington Street, Newport, RI 02840

SECTION 6. CHANGES

The Contractor may at any time by written order of the Contractor's authorized representative, make any changes in, additions to and omissions to the Work to be performed under this Agreement, and the Subcontractor/Supplier shall promptly proceed with the performance of this Agreement as so changed. Any increase or decrease in the Purchase price resulting from such changes shall be agreed to in writing by the parties hereto. Any claim for adjustment of the Purchase price under this Section must be made in writing within 48 Hours from the date such changes are ordered.

SECTION 7. PROSECUTION OF THE AGREEMENT

The Subcontractor/Supplier shall furnish all equipment, materials and supplies necessary for the performance of this Subcontractor Agreement in a proper, efficient and workmanlike manner. Materials that are furnished by the Subcontractor/Supplier here under, shall be furnished in sufficient time to enable the Contractor to perform and complete his work within the times provided herein. In the event the Subcontractor/Supplier fails to comply or becomes unable to comply with the provisions herein, as to character or time of performance, and the failure is not corrected within two working days after written request from the Contractor to the Subcontractor/Supplier, the Contractor, by Agreement or otherwise, may without prejudice to legal remedies, purchase the materials from other sources. Any additional costs incurred by the Contractor due to the failure of the Subcontractor/Supplier to perform will be the responsibility of the Subcontractor/Supplier.

SECTION 8. COMMUNICATIONS

All communications between the Subcontractor/Supplier and the Architect, Engineer or Owner with respect to the Work shall be transmitted through the Contractor.

SECTION 9. DISPUTES

In case of any disputes between the Subcontractor/Supplier and the Contractor regarding interpretation of the plans and/or specifications of the Prime Contract, Supplier agrees to be bound to the Contractor to the same extent that the Contractor is bound to the Owner both by the terms of the Prime Contract and by any and all decisions or determinations made there under by the party or board so authorized in the Prime Contract.

For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be as follows:

Arbitration
 Litigation in a court of competent jurisdiction
 Other:

SECTION 10. ADDITIONAL DOCUMENTS, if any, forming part of the Subcontractor Agreement

The following documents and/or Exhibits are to be part of this Subcontractor/Vendor Purchase Order Agreement.
Documents:

Additional Documents:

Exhibit A: Intentionally Deleted
Exhibit B: Intentionally Deleted
Exhibit D: Work Schedule (Detailed Project Schedule to Follow)
Exhibit E: Subcontract Key Employee List
Exhibit F: Subcontractor Project Qualifications
Exhibit G: Conditional Lien Release (Progress Payment)
Exhibit H: Final Lien Release (Final Payment)
Exhibit I: Background Checks
Exhibit J: Work Site Ethics Agreement

SECTION 11. ATTORNEY'S FEES

In the event either party institutes suit against the other party, or against the surety of the other party, in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any other relief granted.



IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

CONTRACTOR

INNOVATIVE CONSTRUCTION, INC.

DATE: _____

SUBCONTRACTOR/SUPPLIER

READ WINDOW PRODUCTS, LLC

DATE: _____

SCOPE OF WORK

Subcontractor to perform complete scope of work per Drawings, Specifications & Assessments

Subcontractor is responsible for all Federal, State and Local Taxes

Provide all labor, materials and equipment to perform associated scope of work as listed below

Subcontractor is responsible to abide by all state, county, city, and regulatory requirements for this project

Subcontractor to clean each and every day associated work above is being performed

Subcontractor to verify all selected finishes will be applicable to the project scope and be installed in accordance to

Manufacturer Requirements

Subcontractor to provide all submittals in accordance to the project within Drawings and Specification; Inclusive of materials and equipment not specifically listed in order to perform complete scope of work

All Drawings and Specifications will be accessible through Procore; Subcontractor responsibility to retrieve information and notify Contractor if they are unable to gain access. If Contractor is not notified it is assumed that all required access is accessible by Subcontractor

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[Read Window.pdf](#)

KEY EMPLOYEE LIST

PROJECT No.	24-045
PROJECT NAME	Long Wharf SALES
CONTRACTOR NAME	Read Window Products, LLC

KEY EMPLOYEE LIST

Subcontractor shall submit a list of key employees, as approved through Exhibit I (Background Checks), assigned to the project. The Subcontractor shall designate a primary representative authorized to act on behalf of the Subcontractor with respect to the Project. Any of the Key Employees designated below may only be changed upon written request and approval by Innovative Construction, Inc.

	NAME	POSITION	EMAIL ADDRESS	PHONE
01				
02				
03				
04				
05				
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SUBCONTRACTOR PROJECT QUALIFICATION

SUBCONTRACTOR NAME: Read Window Products, LLC
PROJECT NAME: Long Wharf SALES

The following requirements apply to all subcontractors. A company officer must agree by initialing each section and signing below. This document must be completed and returned with your executed Subcontract.

PRE-JOB REQUIREMENTS

I. **Designated On-Site "Competent Person":** This will be the point of contact on the job for all safety and overall project completion related issues and scheduling. This will be the superintendent/foreman who will responsible for receiving and completing any corrective actions. The Competent Person will be responsible for all daily inspections, safety meetings, and other required documentation. This person will be accountable for conducting your company's safety program while on-site. This person must comply with all OSHA Requirements. ICI's Superintendent will oversee and communicate with the Competent Person and work may not proceed until a designated Competent Person has been provided. The Competent Person shall be on-site during all activities that require their supervision such as, but not limited to, Demolition, Trenching & Excavation, Scaffolding (Erection/Dismantle & Use), Fall Protection, Steel Erection, and in general while the SUBCONTRACTOR is performing Work. If the Competent Person is not on-site Innovative Construction, Inc. will provide them at a rate of Four Hundred Dollars (\$400.00) per day in which will result in deduction from the SUBCONTRACT AMOUNT.

Primary Contact Name/Title _____
 Primary Contact Email _____
 Primary Contact Phone _____

II. **Training Certifications:** All employees operating machinery and/or equipment that require specific training per OSHA regulations shall be provided this training and it shall be documented accordingly. The training shall include required daily inspections along with a method of documenting those inspections. The items below are just a few areas that require specific training per OSHA regulations. Please check all applicable items that apply to your work on this project and certify by initialing to the side that each of your company's on-site employees has received all documented training required by OSHA and/or ANSI standards. Please have individual employee training and equipment inspection documentation available upon request by Innovative Construction, Inc., OSHA or other regulatory agencies.

Company Designated Equipment Operator Name _____
 Contact phone # for Designated Equipment Operator _____
 Equipment Type Forklift Crane Aerial Lifts Respirators Powder Actuated Tools Excavation Equipment

III. **General Safety Rules:** Each subcontractor is responsible for reading and abiding by the policies outlined in Section II of ICI's Safety Manual that are associated with their scope of work. A copy of ICI's Safety Manual can be reviewed at the project site or is available electronically upon request.

Company Designated Safety Director _____
 Contact phone # for Designated Safety Director _____

ACKNOWLEDGEMENT

Signature of Company Officer _____
 Printed Name _____ Date _____

CONDITIONAL WAIVER AND RELEASE OF LIEN

PROJECT No.	24-045	OWNER	Wyndham Vacation Resorts, Inc.
PROJECT NAME	Long Wharf SALES	CLAIMANT	Read Window Products, LLC
PROJECT ADDRESS	5 Washington Street Newport, Rhode Island 02840	THROUGH DATE	

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

MAKER OF CHECK Innovative Construction, Inc.
AMOUNT OF CHECK \$
CHECK PAYABLE TO

CLAIMANTS SIGNATURE _____
CLAIMANTS PRINTED NAME/TITLE _____
DATE OF SIGNATURE _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PROJECT No.	24-045	OWNER	Wyndham Vacation Resorts, Inc.
PROJECT NAME	Long Wharf SALES	CLAIMANT	Read Window Products, LLC
PROJECT ADDRESS	5 Washington Street Newport, Rhode Island 02840	THROUGH DATE	

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

MAKER OF CHECK Innovative Construction, Inc.
AMOUNT OF CHECK \$
CHECK PAYABLE TO

CLAIMANTS SIGNATURE _____
CLAIMANTS PRINTED NAME/TITLE _____
DATE OF SIGNATURE _____

BACKGROUND CHECKS

A. BACKGROUND CHECKS

- i. Contractor shall conduct national criminal background checks for all of its employees, subcontractors and agents providing Services or performing Work at the Project site pursuant to this Agreement. Contractor shall absorb all costs and expenses associated with such national background checks, whether for existing or new employees, subcontractors or agents of Contractor.
- ii. It is recommended that such national criminal background checks should, at minimum, include a criminal records check by social security number and place(s) of residence for a seven (7) year period from the date of the request in all federal, state, and local criminal databases (and all appropriate equivalent foreign databases for foreign nationals and US citizens who have made a permanent residence outside of the United States through the U.S. Department of State) on each of its employees, subcontractors and agents who will or are currently providing Services pursuant to this Agreement. Notwithstanding, Contractor should consult competent legal counsel ("Counsel") to determine what constitutes a satisfactory national criminal background check for purposes of determining whether candidates to be hired and placed hereunder are appropriately suited to work at the Project. Contractor will ensure that Counsel is made aware, for consideration in hiring determinations, that the Project is a family resort, the nature and scope of the positions to be filled by Contractor, and the duties to be performed in these positions.
- iii. Contractor shall cause all its contractors and/or subcontractors who will provide Services or perform Work at the Project site to additionally comply with the provisions of this Exhibit with respect to their respective employees, subcontractors and agents performing Work at the Project site.
- iv. Contractor understands and agrees that no employee, subcontractor or agent shall perform any Work pursuant to the Agreement unless or until after a satisfactory background check has been completed in accordance with the guidelines prescribed above.

B. PROOF OF CITIZENSHIP

- i. Contractor shall strictly comply with all federal, state, and local employment laws and wage and hour laws and regulations, including but not limited to, those relating to proof of citizenship and/or legal work status, for all new and existing employees, subcontractors and agents. Upon request by Owner, Contractor shall confirm that all new and existing employees have presented "proper documentation" establishing that they are legally authorized to work in the United States. "Proper documentation" is defined as those records indicated as acceptable documents in the I-9 Form/Employment Eligibility Verification (U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services published form) as satisfying identity and authorization to work requirements. Contractor shall absorb all costs and expenses associated with these checks whether for existing or new employees, subcontractors or agents of Contractor.

C. CERTIFICATION

- i. Contractor shall, from time to time upon request by Owner, but not more frequently than every six (6) months, certify in writing that all of the employees, subcontractors and agents of Contractor and/or its contractors and/or subcontractors who are or will be providing Work at the Project site: (1) have presented "proper documentation" as defined in paragraph (B), establishing that they are legally authorized to work in the United States, and (2) meet the requirements of a satisfactory national criminal background check as set forth in paragraph (A).

D. DOCUMENTATION & ACKNOWLEDGEMENT

- i. Contractor and Subcontractor shall maintain all documentation for all obligations set forth in this Exhibit.
- ii. Contractor and Subcontractor understand the requirements set forth in this Exhibit and shall abide by requirements; showing proof and proper documentation if required.

Signature

Printed Name

Date

WORK SITE ETHICS AGREEMENT

A. GENERAL

01. All Subcontractors, their employees and any 3rd party subcontractor(s) hired by the subcontractor that do business with Innovative Construction, Inc. (ICI) are obligated to adhere to the standards set forth in this exhibit.
02. Subcontractors shall sign in and out every workday with the ICI Superintendent.
03. Subcontractors shall park in designated areas ONLY.
 - a) Limited Parking might be offered on-site.
 - b) If parked in non-approved areas, vehicles might be towed at the expense of the owner.
 - c) Company vehicle shall not be parked overnight on the jobsite unless previously approved by ICI management.
04. Subcontractors must use designated entrances. At the beginning of each project the ICI superintendent will review the approved construction areas. Any other locations will be deemed not approved and can incur penalties and costs to the subcontracting company.
05. Subcontractors must maintain safe, clean and secure work areas at all times.
06. Noisy work will not be allowed prior to 9:00AM and after 6:00PM unless authorized in advance by ICI Superintendent.
07. Subcontractor materials and/or containers are subject to a security check, at any time.
08. All deliveries must be received at the designated area for the project. Deliveries and Storage of material on site must be coordinated with the ICI superintendent and scheduled a minimum of 48 hours in advance. Failure to provide this coordination may result in denying access to the site for off-loading. This will not be done punitively, but in deference to other scheduled operations that may be taking place.
09. No posting of signage will be allowed, unless instructed by ICI management.
10. There will be no alcohol or controlled substance use on the job site at any time.
11. Foul or offensive language will not be tolerated.
12. No radios will be allowed in the work area at any time.
13. Proper dress is mandatory by all subcontractors and they will be identified by matching shirts and or company uniforms. The following attire is not acceptable: shorts, muscle T-shirts, dirty clothes, ripped/torn clothes, baggy clothes, and any clothing that bare offensive language, symbols, or innuendos that may in any way offend a guest, child or particular race creed or color.

NOTE: Any infractions on this line item will result in the severest of penalty. If Subcontractor employee has neglected the use of company shirt according to the provisions stated above ICI shall provide a T-shirt at the cost of \$25.00 per in which the costs shall be deducted from the amount in the SUBCONTRACT AGREEMENT.

B. SERVICE/PROJECT INTERRUPTION

01. ICI Superintendent must be notified at least 48 hours in advance, or as required by building/facility management's rules and regulations of the need to shut off any services that could impact building operation, (i.e. power, water HVAC, elevator, alarm system) the approximate time of disconnection, the areas affected, and approximate time of return to service.
02. In addition, ICI reserves the right to direct individual subcontractors to relocate gang boxes and excess stored material should it become an impediment to the work of others. Any additional costs incurred, outside the original scope, shall be negotiated with the subcontractor at that time to complete work without delays.

C. DISPOSAL

01. Subcontractors are responsible for their own debris removal from project and to a GC provided dumpster.
02. At no times are toilets, vanities, sinks or tubs be used to dispose of glues, solvents, thin setting materials, grouts, paints, stains, joint compounds or any materials that would settle and clog pipes.

WORK SITE ETHICS AGREEMENT

03. At no times will cleaning of any containers, take place in any area other than what is designated ACCEPTABLE DISPOSAL by the Project Manager or ICI Superintendent.

D. MEETINGS

01. Weekly/Daily Trade Coordination Meetings are mandatory, and frequency and dates/times shall be determined prior to project start. It is required for the subcontractor's foremen and project manager to attend.

02. The subcontractors shall be required to attend all subcontractor/coordination meetings they are invited to attend. Regardless of attendance at the coordination meetings, the subcontractors will be responsible for the coordination and fit of their work with the work of others, as well as coordination of logistics. In addition, should the Owner require the subcontractor's presence at any special meeting, the subcontractor will attend.

E. MANPOWER

01. Subcontractors and tradesmen are to be fully licensed as required by scope of work and regulatory requirements.

02. Subcontractors are to provide a full time Foreman in charge of all work performed by this subcontractor and sub-subcontractors. This individual must be acceptable to ICI and be present at all times when work on-site is being performed except with written consent to substitute by ICI.

F. PUNCHLISTS & SIGN-OFFS

01. ICI encourages subcontractors to pre-punch their work prior to any known ICI or owner punch walk.

02. ICI will perform a subcontractor pre-punch prior to the owner punch list an estimate of (3) to (4) days prior to ensure that the project is ready for owner review. Subcontractor is required to complete Contractor Punch within (48) hours post completion of Unit. Any delays in scheduled Owner Punch List will conform to Liquidated Damages under SUBCONTRACT AGREEMENT.

03. Owner punch walks are mandatory, ICI requires a subcontractor foreman to be present during all scheduled punch lists. Any easily corrected items notated by owner should be completed during the walkthrough, any outstanding items will be completed by the same individual who is familiar with the punch list within (48) hours post completion of walk.

04. Project Management reserves the right to employ the services of others to complete outstanding punch list items that are not finished in a timely manner at this subcontractors' expense.

G. PROJECT STANDARDS

01. Restrooms shall be designated at the start of the project; any non-designated restroom shall require the offender to be required to clean and disinfect all areas which were used at the cost of the Subcontractor (offender). At no time should a Subcontractor be in a Hotel/Resort public restroom unless he or she is working in the public bathroom.

02. Subcontractors will confine themselves to their immediate work area & living area and not mingle in or frequent lobbies, amenity facilities, guest corridors or any public area not having work performed on it.

03. Neither the owner, hotel/resort, guests, ICI and/or its other subcontractors are responsible for any Subcontractors or tradesman's property.

04. If property has elevators, use shall be limited, only designated elevator(s) shall be used to transport workmen and materials during working hours. Contact ICI Superintendent for project specific requirements.

05. Subcontractors are not allowed to eat or drink in any restaurant lounge or public area designated as a guest area nor in the employees' cafeteria during working hours. If staying on property, and after working hours, subcontractors shall remove all company labeled shirts prior to visiting such facilities, conducting themselves properly and in accordance with the Exhibit set forth.

06. At no times are subcontractors or tradesmen to enter the project home, hotel/resort or restaurant kitchen to retrieve food or beverages. Food and beverages of any kind are forbidden in any workspaces and shall be only permitted in specified project laydown areas only.

07. Subcontractors and tradesman are not to use any project telephone(s) or television(s).

WORK SITE ETHICS AGREEMENT

08. If a window is opened, for any reason, it is up to the subcontractor close it when leaving that room/space. If not, the offender subcontracting company will be held responsible for any damage caused by the elements or intruders.

09. Thermostat(s) are to be left at ideal climate to suit the installation requirements for materials for that space. Any offender subcontracting companies making major adjustments to these elements and its effect on the equipment shall be held responsible for all costs to correct the outcomes.

10. All lighting is turned off when leaving the room and door is locked behind you, ICI superintendents will be monitoring each project inventory and subcontracting companies WILL be held liable for damaged, missing or stolen items.

11. Owner, Hotel/Resort towels and linens are not to be used during the project for any reason. 12. At no time may a Subcontractor use a Hotel/Resort cart in the performance of the work.

13. No access to occupied guestrooms shall be granted unless accompanied by ICI employee, and engineer/security and upon approval from Hotel/Resort Management.

14. Each subcontractor is charged with protecting all finished surfaces and will be held financially accountable for any damages caused by their employees.

15. Subcontractors are NOT to use any furniture, countertops or other finished surface as work surfaces. Damage resulting from such use will result in a deduction to the offending subcontractor.

H. LODGING/ACCOMODATIONS

01. If lodging on-site is approved, subcontractors' employees will be staying on-site and there are additional rules for those employees. Accommodations shall be made available as courtesy gesture from the Owner, and these accommodations are for working personnel only. **Please note, the following rules are not an option, they are mandatory. There will not be second chances, if a rule is broken, the subcontractor or subcontractor employee will be asked to leave the project site immediately and will not be allowed to return. Any personal belongings left behind will be shipped COD to an address provided at check in. Each subcontractor and each of the subcontractors' employees will be responsible to abide by these guest room rules and complete set of conditions if they are staying on site. Any infractions incurred will result in deductions under the Subcontract Agreement set forth hereof for amounts deemed reasonable by Innovative Construction, Inc. Project Manager.**

- a) No room keys shall be issued to any Subcontractor by means other than by ICI Superintendent.
- b) A list of occupants with names and vehicles/tags shall be given to the ICI superintendent for each unit provided.
- c) Subcontractor shall never approach a Hotel/Resort employee (front desk), or manager, to change a schedule, or rearrange a group of rooms to be worked in. Any and all communications with the Hotel/Resort Engineer, General Manager, Maintenance Staff, Housekeeping, etc. is prohibited and any needed communications must go through ICI superintendent.
- d) As work progresses the subcontractor or subcontractor employee might have to relocate through-out the duration of the project. The occupant's subcontractors' foreman will be given 24 hours' notice to prepare their team for the move. All coordination's shall be made through the ICI superintendent.
- e) Hotel/Resort amenities are prohibited during working hours, if used after working hours, appropriate behavior, language, and amenities rules shall be upheld.
- f) ICI superintendent shall have weekly "surprise" inspections of each unit, documenting its condition and taking photos for reference each week. The subcontractor's foreman is to be present for each unit inspection. The documentation gathered will be stored on ICI project folders for backup in case of incidentals.
 - i. Each occupant will have a valid form of Identification and will provide that documentation to the ICI superintendent & Hotel/Resort for copy and file.
 - ii. There will be no housekeeping services provided, DO NOT ask for or offer to pay for additional services.
 - iii. Crew rooms shall be kept clean and neat at all times – occupant(s) is/are responsible to change linens, clean bathrooms, vacuum, remove trash daily, primarily the room must be kept in a clean, neat and orderly condition.

WORK SITE ETHICS AGREEMENT

- iv. Fresh linens shall be provided weekly and arrangements will be made through the ICI superintendent for drop off of dirty linens and pickup of clean. The occurrence might vary by project, once weekly is typical. Do not attempt to make any other arrangements with Hotel/Resort staff.
- v. Before acceptance of a room, make notes of any deficiencies and notify the ICI superintendent of each instance for documentation.
- vi. Meals will not be eaten or prepared in project spaces/rooms. Subcontractor's employees must return to their crew room to prepare meals. *Preparation of meals are only allowed in units with working kitchens.*
- vii. Alcohol consumption or possession of alcohol is forbidden during or after work hours at the Hotel/Resort.
- viii. Subcontractors' employees shall remove any company logo clothing prior to going out after work hours as they enter and leave the building for errands or meals.
- ix. Telephones should NOT be used, and all communication will be via personal cell phone or computer.
- x. Pay for view movies are prohibited and the use of this service is forbidden. You may bring your own DVD or Blue Ray player and movies.

I. DOCUMENTATION & ACKNOWLEDGEMENT

01. Subcontractor understand the requirements set forth in this Exhibit and all subcontractor employees shall abide by requirements listed above.

Signature

Printed Name

Date