

EA as used herein means **EA Engineering, Science, and Technology, Inc., PBC** and includes its directors, officers, employees, agents and assigns.

Subcontractor as used herein means the other party to this agreement, an independent entity and not an agent of EA or its subsidiaries, and includes its directors, officers, employees, agents and assigns and any of its subcontractors and suppliers at any tier and their respective directors, officers, employees, agents and assigns.

Client(s) as used herein means EA's Client(s).

WHEREAS, EA provides an extensive range of consulting, engineering, scientific, and analytical services to its Clients; and

WHEREAS, EA desires to engage Subcontractor to assist EA in providing services to the Client;

NOW, THEREFORE, for good and valuable consideration, Subcontractor agrees to provide the materials and/or services described herein, and EA agrees to accept and pay for such materials and/or services, all in accordance with the terms and conditions of this **SUBCONTRACTOR SERVICE ORDER AGREEMENT** (the "**Agreement**").

1. Subcontractor shall furnish all personnel, materials, equipment and facilities necessary to provide the services identified on the face of this Agreement. All equipment, material supplies, property, or documents furnished by Subcontractor, or purchased from funds advanced or reimbursed by EA under this Agreement shall be work performed for hire and become the sole property of EA or Client.
2. Time is of the essence. All work shall be performed entirely under Subcontractor's supervision, direction and control and shall be done in accordance with EA's specifications in a thorough, workmanlike manner, subject to acceptance by EA. Nonacceptance by EA will be construed as a failure of Subcontractor to perform.
3. If within 1 year from completion and acceptance (unless EA specifications or equipment guarantees provide for a longer period of time), any materials furnished or services performed by Subcontractor are, in EA's opinion, defective, Subcontractor will re-perform the services and/or replace or repair any materials at no cost to EA. Subcontractor agrees to transfer all materials' or other guarantees to Client upon request. If Subcontractor fails to begin remedial work within 5 days of demand from EA or Client, and to complete such work within a reasonable time, EA or Client shall have the right to engage the services of another subcontractor to perform the work and Subcontractor agrees to pay EA or Client for all associated costs and/or increases in the cost of the work.
4. All or part of this Agreement may be terminated by EA for its convenience. Subcontractor will be entitled to compensation for services satisfactorily performed up to the termination date and reasonable termination expenses, as may be determined in EA's sole discretion, but in no event shall Subcontractor be entitled to compensation for lost revenue or profit.

EA may terminate this Agreement, or any part thereof, for default if, in EA's opinion, Subcontractor: (i) ceases to work; (ii) fails to perform so as to endanger satisfactory and timely performance of the Agreement; (iii) fails to comply with any provision of this Agreement; (iv) or, is financially, legally or otherwise unable to complete the work and does not remedy such default to EA's satisfaction within a period of five (5) days after notice from EA.

Subsequent determination that Subcontractor was either not in default or that the default was excusable will be treated as termination for convenience.

Regardless of the cause of termination, Subcontractor shall deliver to EA all completed or partially completed work products required under this Agreement. The rights and remedies of EA provided herein are not exclusive and are in addition to any other rights available to EA as a matter of law or equity.

5. EA reserves the right to audit the records of Subcontractor insofar as they apply to work performed on any basis other than a fixed-price basis.
6. Subcontractor shall comply with all applicable laws, rules, regulations and ordinances including, without limiting the generality of the foregoing, those relating to its relationships with its employees and subcontractors as well as those relating to the environment, toxic or hazardous materials, occupation health and safety, and EA's safety regulations. Subcontractor is required to obtain and maintain all permits, licenses and approvals necessary or requested by EA for the performance of this Agreement. If this Agreement calls for the transfer to EA by Subcontractor of any chemical substance or any hazardous agent, Subcontractor shall provide prior to or simultaneously with said transfer a material safety data sheet (OSHA Form 20 or equivalent) and label which are current, accurate and complete, including but not limited to a statement of product hazards and precautions for safe use. Any safety and health requirements specified by EA shall not release Subcontractor from developing safety and health programs and procedures necessary to control hazardous conditions or operations unique to the work assignment.
7. Subcontractor shall advise all its employees and the employees of its subcontractors and agents that: (1) it is the policy of EA that the use, possession, sale, transfer, or purchase of illegal drugs on EA or Client property is prohibited; (2) entry onto EA or Client property constitutes consent to an inspection of the employee and his or her personal effects at any time; (3) anyone found in violation of this policy or who refuses to permit inspection may be removed and barred from EA or Client property at the sole discretion of EA or Client.
8. Subcontractor accepts full and exclusive liability for all contributions and taxes for unemployment insurance, old age

and retirement benefits, annuities or pensions now or hereafter imposed by the United States or any state or governmental subdivision thereof, measured by the wages, salaries or other remuneration paid to Subcontractor's employees. Subcontractor shall comply with all rules and regulations applicable thereto; and reimburse or allow EA to deduct any amount charged to and/or paid by EA from any sums due Subcontractor if EA is held liable to pay any such tax or contributions. Subcontractor accepts full and exclusive liability for the payment of all sales taxes, including but not limited to all state taxes on the sales of goods and/or services and contributions. Notwithstanding anything to the contrary in Subcontractor's proposal, quote, bid, or any other documentation, Subcontractor affirms that the prices paid pursuant to this agreement are tax inclusive and that Subcontractor shall properly pay such taxes to the appropriate state of local agency.

9. Subcontractor shall, at EA's request, furnish a performance bond, a labor and material payment bond and/or a maintenance bond, each issued in form, amount, and by a surety approved by EA.
10. Subcontractor shall keep EA's and Client's and/or Owner's property, premises, and delivered material free of liens, claims, encumbrances, and charges. If requested by EA, and as a condition of payment to Subcontractor, Subcontractor shall execute and deliver to EA an affidavit stating the Subcontractor has paid in full for all labor, materials, rental of equipment, transportation and all other charges in connection with work performed under this Agreement. All mechanics and material suppliers' liens, both of Subcontractor and of all subcontractors and material suppliers, are hereby waived. If requested by EA, and as a condition of payment to Subcontractor, Subcontractor shall procure and deliver to EA statements and waivers of lien (including partial waivers of lien) from all subcontractors and material suppliers.
11. Subcontractor for itself and its officers, directors, agents, servants, subcontractors, employees, material suppliers and insurers agree to release, defend, protect, indemnify and hold EA harmless from and against any and all claims, losses, liens, liabilities, settlements, judgments, fines, penalties, demands and causes of action of any kind (hereafter "Claims") however caused, and the costs thereof, including without limitation, damage to or loss of property and injury, illness or death of person(s), arising out of or in any way connected with Subcontractor's performance or failure of performance under this Agreement, whether or not the Claim in question is based on any actual or alleged negligence (active, passive, joint or concurrent) of EA or on any actual or alleged strict liability or breach of warranty (express, implied or otherwise) or any other legal fault of EA, except for third party Claims which have been determined by final nonappealable judgment to have arisen from the sole negligence or sole willful misconduct of EA.
12. With respect to operations performed under or incident to this Agreement, Subcontractor further agrees to obtain and maintain insurance acceptable to EA. Such insurance shall include:
 - a. Comprehensive general liability insurance with a minimum combined single liability limit of \$2,000,000 each occurrence (or the equivalent) for bodily injury and property damage, including coverage for personal injury, subcontractor's contingent liability, premises operations, contractual liability, products and completed operations, and, shall include the hazards of explosion, collapse and underground property damage; and,
 - b. Comprehensive automobile liability insurance covering all owned, hired and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 each occurrence (or the equivalent) for bodily injury and property damage; and,
 - c. Pollution and/or Professional liability insurance as required by Client; and
 - d. (i). Workers compensation insurance as required by law, for all states of operation; and (ii). Employers' liability insurance with a minimum limit of \$1,000,000 each occurrence.
 - e. Excess Liability as required by Client.

Any deductibles are Subcontractor's sole responsibility. EA shall have the right to require Subcontractor to change the limits of the foregoing insurance coverages. The insurance requirements above do not limit Subcontractor's liability under this Agreement.

The insurance provisions of this Agreement shall be required of all Subcontractor's subcontractors and their subcontractors. Subcontractor agrees to release, defend, protect, indemnify, and hold EA and Client free and harmless from and against any and all Claims howsoever caused, and the costs thereof, that might arise from Subcontractor's failure to enforce this requirement on its subcontractors and their subcontractors.

Before commencing any work under this Agreement, Subcontractor shall furnish EA with policies or certificates of insurance acceptable to EA which specifically provide that: (1) the coverage will not be canceled or materially changed except upon thirty (30) days advance written notice to EA; (2) subrogation against EA and Client shall be waived under all of the insurance policies set forth above, including all policies of any subcontractor; (3) all policies are primary to any other existing, valid and collectible insurance carried by EA or Client; and (4) except for Workers Compensation, Employer's and Professional Liability insurance coverages, EA and Client are additional insureds and include a cross liability (severability of interest) clause.

Subcontractor shall be solely responsible for the investigation and defense of any and all Claims against EA filed by or on behalf of any of Subcontractor's employees.

13. Subcontractor agrees to release, protect, defend, indemnify and hold EA free and harmless from and against any and all claims, losses, liabilities, demands, actions and causes of action of all kinds by reason of any actual or alleged improper use or infringement of any patent, copyright, trademark, trade name, or proprietary right of any third party arising out of any work done by Subcontractor pursuant to this Agreement or the manufacture, possession, use or sale of any material supplied pursuant to this Agreement.
14. Unless otherwise stated herein, payment shall be due when all work related to an invoice has been, in EA's sole discretion, completed and accepted. EA will include approved Subcontractor charges on its next monthly invoice to Client. EA will pay Subcontractor for approved work only after EA has received payment from its Client. EA may retain the greater of 10% of the approved invoice amount or the retainage amount required by the Contract between EA and

Client. If any claim or demand is made against EA or Client property arising from Subcontractor's activities, EA may withhold any sum due until EA is satisfied that the claim or demand has been released or, at EA's discretion, is adequately secured. Subcontractor shall attach a signed Final Release and Release of Claims form along with Subcontractors final invoice.

15. Any delays or failures of performance of either party shall not constitute default or give rise to any claim for damages if and to the extent caused by or resulting from acts of God, earthquake, fire, explosion, flood, the elements, strikes, lockouts, boycotts, picketing, labor disturbances or differences with workers, acts of the public enemy, war, rebellion, riots, acts of the government (federal, state or municipal) or any cause whatsoever beyond the control of the party in default, but performance hereunder shall be resumed with all dispatch as soon as the cause preventing performance has been removed.
16. Subcontractor agrees to not disclose any information and shall not issue any new releases, advertisements, publications, papers or marketing materials concerning any aspect of EA's project, the work or contractual documents without the prior express written approval of EA's authorized representative. If required and attached, Subcontractor agrees to sign EA's or Client's confidentiality agreement.
17. Failure of EA to require strict performance hereunder by Subcontractor, or by any other entity whether or not related to Subcontractor, or any course of dealing or performance between the parties hereto, shall not be considered a waiver by EA of any terms or conditions of this Agreement. No waiver by EA of any of the terms, provisions or conditions hereof shall be effective unless in writing and executed by EA's authorized representative. No such waiver by EA, shall operate as a waiver of any other provisions of this Agreement or of the same provision on a future occasion.
18. In the event of any conflict between any term or condition of this Agreement and any term or condition of any attachment to this Agreement, the term or condition of this Agreement shall prevail over the term or condition of any attachment.
19. Subcontractor shall not assign or sublet any right or obligation hereunder without EA's prior written consent.
20. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on EA unless in writing and signed by EA's authorized representative. Any modification to these terms and conditions without the express written approval of EA shall be null and void. In no event will the terms or conditions of any purchase order, work order or any other document provided by Subcontractor modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms or conditions supersede the terms or conditions of this Agreement.
21. The terms and conditions of this Agreement shall be construed and governed by the laws of the State of Maryland.