



## **Indefinite Delivery-Indefinite Quantity Construction Contract**

**Contract Number: NC-R4-GC-090524-EAST**

**Service Type: General Construction**

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Eastern Corporation**, 124 Franklin Park Drive, Youngsville, NC 27596 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state, and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

### **I. TERM OF CONTRACT**

- 1) **Term.** This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the date of the final signature below. The term of this Agreement is one (1) year from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 20, 2025, unless it is cancelled or extended as defined in this Contract.
  - a) **Extensions.** Sourcewell and Contractor may agree to up to two (2) additional one-year extensions beyond the original one-year term. The total possible length of this Contract will be three (3) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

### **II. REGION AND SERVICES**

The Contractor's Region is: Region 4. The Contractor's IDIQ construction service type is: General Construction. The Contractor has agreed to perform work outside the Region.

### **III. ADJUSTMENT FACTORS**

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2389.

B. **Other Than Normal Working Hours and Performed in Non-Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2498.

C. **Normal Working Hours and Performed in Secure Areas:** Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2482.

D. **Other Than Normal Working Hours and Performed in Secure Areas:** Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2623.

E. **Non-pre-priced Adjustment Factor:** To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2894.

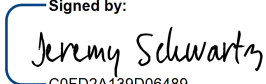
**VI. AUTHORIZED REPRESENTATIVE**

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Derek Barker. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

Eastern Corporation

Signed by:  
  
By: \_\_\_\_\_  
C0FD2A139D06489...

Signed by:  
  
By: \_\_\_\_\_  
D61361EAC06D48B...

Jeremy Schwartz

Derek Barker

Title: Chief Procurement Officer

Title: General Manager of Business Development

Date: 10/21/2024 | 2:50 PM CDT

Date: 10/21/2024 | 1:26 PM CDT



## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is by and among **Sourcewell; Eastern Corporation**, 124 Franklin Park Drive, Youngsville, NC 27596 (“Assignor”); and **Eastern Builders Incorporated**, 5825 Medlock Bridge Parkway, Suite 100, Johns Creek, GA 30022 (“Assignee”).

Sourcewell entered into the following contracts with Assignor for Indefinite Delivery-Indefinite Quantity Construction Services that include General Construction, Paving, Mechanical/HVAC, Electrical, Plumbing, Civil/Site Work, and/or Roofing (hereinafter referred to as the “Contracts”):

#NC-R1-GC-090524-EAST  
#NC-R5-RW-090524-EAST  
#NC-R1-RW-090524-EAST  
#NC-R6-GC-090524-EAST  
#NC-R2-GC-090524-EAST  
#NC-R6-RW-090524-EAST  
#NC-R2-RW-090524-EAST  
#NC-R3-GC-090524-EAST  
#NC-R3-RW-090524-EAST  
#NC-R4-GC-090524-EAST  
#NC-R4-RW-090524-EAST

Assignor wishes to assign the Contracts to its sister company, the Assignee, that is licensed to fully support and perform the work under the Contracts.

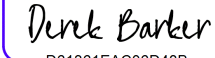
The assignment provision of the Contracts requires written consent of Sourcewell.

### ASSIGNMENT


1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Assignor wishes to assign to Assignee all rights, responsibilities, and other provisions set forth in the Contracts.
3. Assignee has obtained a copy of the Contracts from Assignor and certifies it will comply with the terms of the Contracts as executed by Assignor and Sourcewell. The parties agree this Assignment is unconditional and without recourse.
4. Assignor and Assignee jointly and severally represent and warrant to Sourcewell that:
  - a. Assignor is not in default of any of its obligations under the Contracts;
  - b. Assignee is ready, willing, and able to perform all of the obligations and responsibilities of the Contracts;
  - c. Assignor and Assignee request consent from Sourcewell to these assignments; and
  - d. Assignee will accept assignment of the Contracts.

IN CONSIDERATION for the above, Sourcewell consents to the Assignment of each of the Contracts.

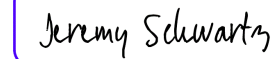
**Eastern Corporation**

Signed by:  
  
By: D61361EAC06D48B  
Name: Derek Barker  
Title: General Manager of Business Development  
3/3/2026 | 8:06 AM CST  
Date: \_\_\_\_\_

**Eastern Builders Incorporated**

Signed by:  
  
By: D61361EAC06D48B  
Name: Derek Barker  
Title: General Manager of Business Development  
3/3/2026 | 8:06 AM CST  
Date: \_\_\_\_\_

**Sourcewell**

Signed by:  
  
By: C0FD2A139D06489  
Name: Jeremy Schwartz  
Title: Chief Operating and Procurement Officer  
3/3/2026 | 10:40 AM CST  
Date: \_\_\_\_\_