

MASTER SUBCONTRACT AGREEMENT NO. XX-XX-XXXX-XX

THIS AGREEMENT (hereinafter, "Subcontract"), is effective as of this xxth day of xxxx 2026, ("Effective Date") by and between Centrix Energy Partners, LLC. ("CONTRACTOR") and the party identified below as "SUBCONTRACTOR."

SUBCONTRACTOR NAME AND ADDRESS: XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX	Centrix Energy Partners, LLC. (CONTRACTOR) 792 Lois Dr Sun Prairie, WI 53590
DESIGNATED REPRESENTATIVE: XXXXXX PHONE: XXXXXXXXXXXXXXXX EMAIL: XXXXXXXXXXXXXXXX	DESIGNATED REPRESENTATIVE: Todd Kananen PHONE: 517.294.5386 EMAIL: todd.kananen@centrix-partners.com

SCHEDULES AND EXHIBITS APPLICABLE TO THIS AGREEMENT

Note: The following Exhibits, by this reference, are hereby incorporated in this Agreement

- Exhibit 1 – General Terms and Conditions
- Exhibit 2 – SUBCONTRACTOR Certification for IRC 179D Compliance
- Exhibit 3 – SUBCONTRACTOR Insurance Requirements
- Exhibit 4 – Safety Requirements
- Exhibit 5 – Statement of Work
- Exhibit 6 – Compensation

SUBCONTRACTOR understands and agrees to be bound by all terms and conditions of this Subcontract, including those set forth herein and in all of the Exhibits referenced above. All work and services that SUBCONTRACTOR is required to perform under this Subcontract shall be referred to as the "Work" or "Subcontract Work." Capitalized terms defined herein shall apply to all Exhibits, and terms not defined herein shall have the same meanings as defined in the Exhibits.

EXHIBIT 1 - GENERAL TERMS AND CONDITIONS

CONTRACTOR engages and SUBCONTRACTOR accepts the engagement to perform work, services and/or provide materials or equipment (the "Work") more fully described in each Subcontract Statement of Work ("Work Order") issued under this Subcontract. Each Work Order will be issued in accordance with the terms and conditions of this Subcontract and is incorporated into this Subcontract by this reference.

1. Authorization The person signing this Agreement on behalf of SUBCONTRACTOR is authorized to sign and enter into contracts on behalf of the SUBCONTRACTOR.
2. Contract Duration The term of this Subcontract shall commence on the Effective Date and shall continue until the later of (3) three years, or the date of completion of the Work under any Work Order issued under this Subcontract.
3. Independent Contractor SUBCONTRACTOR shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Subcontract. SUBCONTRACTOR has no authority to act or make any agreements or representations on behalf of CONTRACTOR or CONTRACTOR's customer (the "Customer"), and no contractual relationship exists between SUBCONTRACTOR and the Customer. This Subcontract is not intended to create, and shall not be construed to create, between CONTRACTOR and SUBCONTRACTOR, the relationship of employer and employee, principal and agent, joint venturers, or co-partners. No employee, agent, or third party engaged by SUBCONTRACTOR shall be, or shall be deemed to be, an employee or agent of CONTRACTOR.
4. Permits and Licenses SUBCONTRACTOR represents that it is duly authorized to do business in all locations where the Work is to be performed; it has knowledge, license, certification, capability, and expertise to act as the SUBCONTRACTOR, and will provide evidence of license, certification, and capability to CONTRACTOR upon request
5. Insurance Prior to commencement of the Work, SUBCONTRACTOR shall provide, and maintain in full force and effect during the term of this Subcontract, the insurance coverage as specified in Exhibit D, plus such other insurance coverage as may be required in a Work Order. SUBCONTRACTOR shall not be allowed to commence the Work until the insurance certificates required by this Subcontract have been furnished to CONTRACTOR. Failure to obtain and maintain the insurance required by this Subcontract shall constitute a material breach of this Subcontract.
6. Indemnification To the fullest extent permitted by law, SUBCONTRACTOR shall defend, indemnify, and hold harmless the CONTRACTOR Indemnified Parties from and against any and all claims, demands, losses, liability, lawsuits, liens and judgments, including all reasonable attorneys' fees, costs and expenses (collectively "Claims") which arise from or relate to the Services, or which are alleged to arise from or relate to the Services, including without limitation: personal and property damage claims; vehicle claims, theft claims, employment-related claims of SUBCONTRACTOR employees or, if

applicable, sub-subcontractor employees. Indemnification required hereunder shall not apply to Claims to the extent caused by the gross negligence or willful misconduct of a CONTRACTOR Indemnified Party. The defense and indemnification obligations hereunder shall survive the expiration or termination of this Agreement. As used herein, the term "CONTRACTOR Indemnified Parties" means: (a) CONTRACTOR and any related company including CONTRACTOR Industries Incorporated and its subsidiaries; (b) the CONTRACTOR Client, property manager, property owner or other person or entity receiving services pursuant to this Agreement; and (c) the agents, officers, directors, representatives and employees of each person or entity falling under the foregoing categories (a) and (b). SUBCONTRACTOR's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement and any Statement of Work until it is determined by final judgment that an action against the Indemnitee for any matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The indemnification obligations of SUBCONTRACTOR under this Agreement shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) that SUBCONTRACTOR is required to carry under this Agreement. The right to indemnification and defense by SUBCONTRACTOR shall be in addition to CONTRACTOR's separate rights under the insurance to be provided by SUBCONTRACTOR under this Agreement.

7. SUBCONTRACTOR Employees SUBCONTRACTOR warrants that it shall perform this Agreement using properly uniformed employees, performing in a professional, skillful and workmanlike manner. SUBCONTRACTOR is responsible, at SUBCONTRACTOR's cost, for complying, to the extent legally permitted, with all CONTRACTOR's or Client background check requirements, photography, badging, fingerprinting and security requirements. SUBCONTRACTOR is responsible, at SUBCONTRACTOR's cost, for paying all wages, overtime, or other compensation to its employees and for withholding and paying all applicable taxes related to the employment of its workers in compliance with the federal Fair Labor Standards Act, state and local wage and hour laws, and all laws, rules and regulations regarding the filing of reports and payment of social security, withholding and income taxes.
8. Compliance with Laws SUBCONTRACTOR complies with and will continue to comply with all present and future laws, ordinances, orders, directives, rules and regulations, as amended, of the Federal, State and local governments, political subdivisions, counties, municipalities, and their respective agencies, authorities, or commissions of the Federal, State and local governments, applicable to, or affecting, directly or indirectly, Services provided under this Agreement including but not limited to those related to workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related issues, whether required by federal, state, or local law or regulation, including, but not limited to the Occupational Safety and Health Act, the Environmental Protection Agency regulations, the Fair Labor Standards Act and the Equal Pay Act, Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Rehabilitation Act of 1973, 41 CFR 60-741, the Americans with Disabilities Act, the Vietnam Era Veterans Readjustment Assistance Act of 1974, 41 CFR 60-25, and Executive Order 11625 (Minority Business Enterprise), as amended. All of SUBCONTRACTOR's employees have had their identity and eligibility for work within the United States properly verified.
SUBCONTRACTOR also understands that if this SUBCONTRACT is for work on a federal government construction project, and that there may be certain FAR, DFAR, DEAR and other federal law requirements that apply to its work under this Subcontract, and that it is fully aware of all such requirements that affect its work and shall fully comply with them
9. Safety SUBCONTRACTOR will render Services in compliance with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and contractor's Safety Requirements as set forth in Exhibit E. SUBCONTRACTOR is solely responsible for SUBCONTRACTOR's personnel's safety when performing SUBCONTRACTOR's Services pursuant to this Agreement. SUBCONTRACTOR will use all necessary, required and site mandated safety precautions when performing SUBCONTRACTOR's Services. SUBCONTRACTOR will provide all necessary personal protection gear and all necessary and/or site required/recommended training. SUBCONTRACTOR will report to CONTRACTOR all incidents with potentially adverse safety, health or environmental implications and all cases SUBCONTRACTOR determines to be recordable on the OSHA 300 log or its equivalent.
10. Workplace Environment SUBCONTRACTOR's workplace is drug and firearm free. SUBCONTRACTOR is in strict compliance with the Drug-Free Workplace Act of 1988, as amended. SUBCONTRACTOR warrants that the use, possession, distribution, or sale of alcohol, narcotics, drug-related paraphernalia, firearms, explosives, weapons, or other dangerous or hazardous substances or related articles will not be permitted at any locations where SUBCONTRACTOR is performing the Services.
11. Ethical Considerations SUBCONTRACTOR is ethical in conducting SUBCONTRACTOR's business. SUBCONTRACTOR has not participated in any collusion in submitting bids to CONTRACTOR and SUBCONTRACTOR calculated the price(s) contained in any such bid or proposal to CONTRACTOR without collusion, consultation, communication, or agreement with any other competing vendor for the purpose of restricting competition. SUBCONTRACTOR does not pay any salaries, commissions, fees, or make any payments or rebates to any employee of CONTRACTOR or any employee of any CONTRACTOR Client, or to any designee of any such employee, or favor any employee of CONTRACTOR or a CONTRACTOR Client, or any designee

- of any such employee, with gifts or entertainment or with services or goods sold at less than full market value.
12. No Debarment or Violation of the Law SUBCONTRACTOR has not been debarred from bidding by any local, state or federal government authority, defaulted on any contract with any SUBCONTRACTOR client or been convicted or pleaded nolo contendere, personally or as a business entity to the violation of any law
 13. Liens SUBCONTRACTOR agrees to keep CONTRACTOR's and Client's property free and clear of all liens arising out of any services or work performed, materials furnished or obligations incurred by SUBCONTRACTOR or anyone for whose acts SUBCONTRACTOR is liable. If SUBCONTRACTOR fails to release or bond any lien within 10 days, CONTRACTOR will have the right, but not the obligation, to cause the same to be released, and any sums expended by CONTRACTOR will be reimbursed by SUBCONTRACTOR or deducted by CONTRACTOR from monies owed SUBCONTRACTOR with interest at the maximum rate permitted by law, from the date of expenditure through the date CONTRACTOR is reimbursed.
 14. Inspection, Warranty and Clean Up The Services performed by SUBCONTRACTOR are subject to examination, inspection and testing by CONTRACTOR at any time. SUBCONTRACTOR agrees, at SUBCONTRACTOR's expense, to repair, replace, or correct defective material or workmanship for a period of twelve (12) months following the date of acceptance by CONTRACTOR or CONTRACTOR's Client, or such longer period as may be required by law, CONTRACTOR or CONTRACTOR's Client, or is otherwise specified in the Contract Documents. SUBCONTRACTOR further warrants that all materials and equipment furnished under the Contract Documents will be of good quality and new unless the Contract Documents permit otherwise. The Services will conform to the requirements of the Contract Documents and will be free from defects. SUBCONTRACTOR shall take all necessary steps to assign to CONTRACTOR, any and all manufacturer's warranties relating to materials used in the Services. SUBCONTRACTOR shall keep the Project premises and surrounding areas free of waste material and rubbish. SUBCONTRACTOR shall, within a reasonable amount of time of receipt of notice agreed upon by both parties to cure from CONTRACTOR, clean up all unsuitable or unsightly work areas; if SUBCONTRACTOR fails to do same, CONTRACTOR may perform the clean-up and charge the associated costs to SUBCONTRACTOR.
 15. Change Orders The CONTRACTOR may, without invalidating this SUBCONTRACT, order in writing, extra work or make changes by altering, adding to, or deducting from the work; and the SUBCONTRACT price shall be adjusted as agreed. All such work shall be executed under the conditions hereof and of the PRIME CONTRACT, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. The SUBCONTRACTOR shall make no claims for extras unless the same shall be agreed upon in writing by the CONTRACTOR prior to the performance of any such extra work. Any extra work performed without CONTRACTOR's written directive in accordance with this Subcontract will be at SUBCONTRACTOR's sole expense, including any extra work attributable solely to CONTRACTOR's acts or omissions. In addition, SUBCONTRACTOR shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change it makes without written direction from CONTRACTOR. All change proposals must strictly comply with the Prime Contract, including but not limited to any mark-up limitations, and be submitted in time for the CONTRACTOR to comply with the timeliness requirements thereof, or the claim is waived. SUBCONTRACTOR is bound by any decisions of Owner or, if applicable, Architect relating thereto. In no event shall a dispute between CONTRACTOR and SUBCONTRACTOR regarding a change order relieve SUBCONTRACTOR of performing its obligations under this Agreement. If any such dispute arises, SUBCONTRACTOR shall complete the work, including any additional work identified in the disputed Change Order.
If SUBCONTRACTOR discovers a condition or situation that it believes constitutes a change to its Work, or otherwise requires a change to the Contract Documents, SUBCONTRACTOR shall provide immediate written notice of the change upon discovering such changed condition. If a dispute arises between CONTRACTOR and SUBCONTRACTOR about whether particular work constitutes a change to the Work, SUBCONTRACTOR, upon direction from CONTRACTOR, shall timely perform the disputed work and give written notice of any claim for additional compensation for that work within five (5) days after SUBCONTRACTOR first began to perform the disputed work. SUBCONTRACTOR's failure to perform the work or failure to give timely notice of the change and claim constitutes an agreement by it that SUBCONTRACTOR will not be paid for the disputed work.
Notwithstanding any other provision of this Subcontract, CONTRACTOR shall not be liable to SUBCONTRACTOR for any delay, interference, acceleration or other damages to SUBCONTRACTOR, resulting from or arising out of any acts or omissions by Owner or Architect or anyone for whom either of them may be responsible, fire or other casualty, riots, strikes or other combined action of the workmen or others, any acts of God, or any other causes beyond CONTRACTOR's reasonable control. It is expressly understood that the only obligation CONTRACTOR has to SUBCONTRACTOR under this provision is to pass on to Owner any claim SUBCONTRACTOR has for such damages, and to pay to SUBCONTRACTOR any amounts which Owner pays to CONTRACTOR as a result of such claim. SUBCONTRACTOR will reimburse CONTRACTOR for all costs and expenses, including attorneys' fees, incurred in connection with presenting any such claim to Owner
 16. Scheduling CONTRACTOR shall give to SUBCONTRACTOR advance notice of the anticipated starting date for SUBCONTRACT work, as noted in each Work Order. CONTRACTOR shall consult with SUBCONTRACTOR on the development and update of

a construction schedule at SUBCONTRACTOR'S request and shall make such schedule available to SUBCONTRACTOR at SUBCONTRACTOR'S request. SUBCONTRACTOR shall start work on the date named by the CONTRACTOR and shall complete the several portions and the whole of the work herein sublet, at such times as will enable the CONTRACTOR to fully comply with the PRIME CONTRACT. SUBCONTRACTOR shall cooperate with the CONTRACTOR and other subcontractors. The SUBCONTRACTOR will be bound by any provisions in the PRIME CONTRACT for liquidated damages and shall pay such damages for any delay to the extent caused by the SUBCONTRACTOR. In addition to the foregoing, SUBCONTRACTOR shall be bound by all schedule milestones applicable to its work and shall be liable for CONTRACTOR'S actual delay damages resulting from SUBCONTRACTOR'S failure to comply with schedule milestones. SUBCONTRACTOR agrees to pay CONTRACTOR its actual delay damages within ten (10) business days of written notification from CONTRACTOR

17. Compensation/Terms of Payment The Subcontract Price includes, without limitation, all wages, fringe benefit costs, material costs, equipment costs, delivery and distribution costs, storage costs, taxes, insurance costs, permit and license fees, royalties, home and field office overhead and general and administrative costs and all other costs necessary to complete the Subcontract Work described in the Statement of Work; irrespective of when the Subcontract Work is performed, or when such costs are incurred or billed.

As full consideration for the complete, satisfactory, and timely performance by SUBCONTRACTOR of the Work contemplated by this Subcontract and in strict accordance with its requirements, CONTRACTOR shall pay to SUBCONTRACTOR the sum agreed upon in each Work Order. SUBCONTRACTOR'S applications for payment shall include lien, bond and retainage claim releases from all lower tier subcontractors and vendors in the form acceptable of a conditional lien release to CONTRACTOR. CONTRACTOR shall withhold retainage from the SUBCONTRACTOR in the amount as provided in each Work Order. The CONTRACTOR'S obligation to release retention to the SUBCONTRACTOR shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, retention of payment bond, or subject to (1) withholding of sufficient funds, or (2) SUBCONTRACTOR'S furnishing an adequate and sufficient payment and performance bond. SUBCONTRACTOR will send progressive billings by the 20th of each month, as approved by the ARCHITECT or ENGINEER, and CONTRACTOR will pay SUBCONTRACTOR within 60 days of receipt of invoice. Final payment for work under this SUBCONTRACT shall be made within ten days after the CONTRACTOR has received his final or complete payment. If the PRIME CONTRACT permits payment for materials delivered to the job site, or to satisfactory storage facilities, SUBCONTRACTOR may invoice for materials so delivered and receive payment therefor as outlines above; provided however that such stored materials shall be at the risk of the SUBCONTRACTOR until acceptance of the SUBCONTRACT work. SUBCONTRACTOR shall notify the CONTRACTOR of the assignment of the proceeds of this SUBCONTRACT prior to such assignment and shall require the acceptance by the assignee of the terms of this SUBCONTRACT including the obligation for adjustments and return to CONTRACTOR of overpayments. The SUBCONTRACTOR acknowledges that all payments accepted by him, or which are otherwise due under this SUBCONTRACT shall constitute a trust fund in favor of the laborers, materialmen, governmental authorities and all others who are legally entitled to claim a lien on the premises covered by this SUBCONTRACT or otherwise file a claim against any retained percentages or payment bond. SUBCONTRACTOR agrees that no assignment of any payment otherwise due under this SUBCONTRACT shall be made without first securing the express approval of any assignee to the limitations contained in this subparagraph. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment, or CONTRACTOR'S good faith determination that the remaining balance of payments may be insufficient to insure completion of work covered by this SUBCONTRACT in accordance with its terms or to pay lien, retention, or bond claims. If the CONTRACTOR determines in good faith that the SUBCONTRACTOR is obligated to the CONTRACTOR or anyone else for labor, fringes, taxes, delay damages, supplies, materials, equipment, rental or other proper charges against the work covered by this SUBCONTRACT, the amount of such obligation may be deducted by the CONTRACTOR from any payment or payments made under this provision. If any lien is filed against the property that is the subject matter of this contract by any person claiming a right to a lien by reason of labor or materials furnished for or at the request of SUBCONTRACTOR or any person acting on SUBCONTRACTOR'S behalf, SUBCONTRACTOR shall, at its cost, cause the lien to be discharged by payment or by bonding in accordance with applicable statutes within twenty (20) days after CONTRACTOR gives SUBCONTRACTOR notice to discharge the lien. Receipt of payment by the CONTRACTOR is a condition precedent to any payment to SUBCONTRACTOR and CONTRACTOR is relieved of any obligation to pay SUBCONTRACTOR if the OWNER does not pay CONTRACTOR. SUBCONTRACTOR acknowledges that it bears the risk of nonpayment by OWNER or any upper-tier CONTRACTOR. As a condition precedent to any payment under this SUBCONTRACT, SUBCONTRACTOR shall submit weekly certified payroll reports to CONTRACTOR for all workers performing labor under this SUBCONTRACT. All certified payrolls must comply with applicable prevailing wage and apprenticeship requirements as outlined in the governing contract documents and in the prevailing-wage compliance letter issued for the project. No payments, including progress or final payments, shall be made to SUBCONTRACTOR until all required certified payroll reports are current, complete, and in compliance with such requirements. Failure to provide current certified payroll documentation in the form and frequency required shall

constitute grounds for withholding payment and may be deemed a material breach of this SUBCONTRACT.

18. Payment and Performance Bonds If required by the PRIME Contract, SUBCONTRACTOR shall provide performance and payment bonds, in the amount set forth on Work Order, to secure the performance of the Services. In addition to any other remedy CONTRACTOR may have, any material breach of this Agreement or applicable Statement of Work or any of the Subcontract Documents by SUBCONTRACTOR shall entitle CONTRACTOR to declare SUBCONTRACTOR in default of this Agreement and demand the surety to perform or to pay as provide by the Payment and Performance Bonds, as applicable
19. Default SUBCONTRACTOR is in default if a bankruptcy, whether voluntary or involuntary, is commenced or an assignment of the proceeds under this Agreement is made or SUBCONTRACTOR fails to perform in accordance with this Agreement. In such event CONTRACTOR may terminate this contract immediately with notice to SUBCONTRACTOR; provided that CONTRACTOR in its sole discretion may provide SUBCONTRACTOR with an opportunity to cure the default within a specified period of time.
20. Termination CONTRACTOR may terminate this Agreement for default, or any specific appended scheduled services, as follows: (a) upon written notice to SUBCONTRACTOR; or (b) in the event that any portion of the Services are not performed in accordance with the Contract Documents. SUBCONTRACTOR may terminate this Agreement, with cause, on ninety (90) days prior written notice to CONTRACTOR. In the event of termination, CONTRACTOR shall pay for all Services satisfactorily performed as of the effective date of termination less the cost incurred by CONTRACTOR in correcting SUBCONTRACTOR's default or in completing the Services. CONTRACTOR may also terminate this Agreement for its convenience without cause and, in such event, CONTRACTOR shall remit payment to SUBCONTRACTOR for all services satisfactorily performed as of the date of such termination. In the event of termination, CONTRACTOR, or an assigned successor subcontractor, may, at their election, offer employment to some or all of SUBCONTRACTOR's employees who have been engaged providing the Services. Termination for Convenience CONTRACTOR may by written notice to SUBCONTRACTOR, terminate this Subcontract for its convenience and without cause. Upon receiving such notice, SUBCONTRACTOR will (unless the notice directs otherwise): (i) immediately discontinue the Subcontract Work on the date specified in the notice; (ii) place no further orders for materials, equipment, services, facilities and supplies; (iii) if required by the notice, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to CONTRACTOR, or at the option of CONTRACTOR, give CONTRACTOR the right to assume SUBCONTRACTOR's rights and obligations under such orders or contracts, and (iv) do only such work as may be necessary to preserve and protect the Subcontract Work already in progress and to protect material and equipment on the job-site or in transit thereto. Upon such termination for convenience at CONTRACTOR's election, SUBCONTRACTOR will be entitled to payment only as follows:
 - (a) the reasonable cost of the Subcontract Work completed in conformity with this Subcontract; plus (b) such other costs actually incurred by SUBCONTRACTOR as are permitted by the Prime Contract and approved by Owner; plus (c) ten percent (10%) of the cost of the Subcontract Work, or as allowed in Prime Contract, whichever is less, for overhead and profit, less (d) the amount of any payments made to SUBCONTRACTOR prior to the date of the termination of this Subcontract, less (e) any costs incurred by CONTRACTOR as a result of such termination. SUBCONTRACTOR will not be entitled to any claim or lien against CONTRACTOR or Owner for any additional compensation or damages in the event of such termination and payment, and SUBCONTRACTOR waives any such claims, including loss of anticipated profit. The provisions of this Subcontract, which expressly, or by their nature, survive final acceptance of the Work, will remain in full force and effect after any termination pursuant to this section.Termination Right Under the Prime Contract CONTRACTOR may also terminate this Subcontract or suspend the Subcontract Work for the same reasons Owner may terminate or suspend CONTRACTOR under the Contract Documents. If the Prime Contract is terminated for the convenience of Owner, the termination settlement under this Subcontract shall be as provided in the Prime Contract. SUBCONTRACTOR shall not be entitled to receive any greater amount than CONTRACTOR may on behalf of SUBCONTRACTOR recover from Owner for such termination. SUBCONTRACTOR shall cooperate by timely providing a proper termination for convenience cost proposal, if requested by the CONTRACTOR
21. Claims and Disputes SUBCONTRACTOR shall provide written notice to CONTRACTOR within five (5) days after the occurrence of any event giving rise to a claim by SUBCONTRACTOR or, if the PRIME CONTRACT provides for a shorter period, within sufficient time to allow CONTRACTOR to give notice to OWNER. For the purposes of this SUBCONTRACT a claim is defined as any event giving rise to an increase or decrease of the SUBCONTRACT amount or to a time extension, including but not limited to, interruptions, extra work, additional work, changed work, delay, hindrance and/or efficiency loss(es) of any nature whatsoever in the SUBCONTRACTOR'S work, believed by SUBCONTRACTOR to be caused by the acts or omissions of CONTRACTOR, Owner or other subcontractors or employees or agents of any of them. In the event SUBCONTRACTOR believes it is entitled to receive compensation due to damages from such claim(s), notice of the amount and all data supporting the claim ("Statement of Claim") must be received by CONTRACTOR within twenty (20) days, or if the PRIME CONTRACT provides for a shorter time, within sufficient time to allow CONTRACTOR to forward SUBCONTRACTOR'S claim

to OWNER. Failure of SUBCONTRACTOR to provide timely written notice (as provided in this paragraph) and/or failure by SUBCONTRACTOR to provide its Statement of Claim for an increase in the SUBCONTRACT amount, or for an extension of time, shall result in an absolute waiver of SUBCONTRACTOR'S claim. No claim(s) of SUBCONTRACTOR, including those for additional costs or time, shall be valid unless the timelines herein are met. Failure to provide complete, written notice, as provided herein, shall be an absolute waiver of any claim.

In the event any dispute or claim between CONTRACTOR and OWNER which directly or indirectly involves Work performed or to be performed by SUBCONTRACTOR, or in the event of any dispute or claim between CONTRACTOR and SUBCONTRACTOR caused by or arising out of conduct for which the OWNER may be responsible, SUBCONTRACTOR agrees to be bound to CONTRACTOR and CONTRACTOR agrees to be bound to SUBCONTRACTOR to the same extent the CONTRACTOR is bound to OWNER by the terms of the PRIME CONTRACT and by all procedures and resulting decisions, findings, determinations and/or awards made thereunder by the person or entity so authorized in the PRIME CONTRACT, or by an administrative agency, board, court of competent jurisdiction, or arbitration. The CONTRACTOR'S determination of whether any SUBCONTRACTOR claim arises out of the PRIME CONTRACT or is one for which the OWNER may be responsible, shall be final and conclusive. If any dispute or claim of SUBCONTRACTOR is prosecuted or defended by CONTRACTOR together with any of CONTRACTOR'S disputes or claims, and SUBCONTRACTOR is not directly a party, SUBCONTRACTOR agrees to cooperate fully with CONTRACTOR and to furnish all documents, statements, witnesses and other information required by the CONTRACTOR for such purpose and shall pay or reimburse CONTRACTOR for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of SUBCONTRACTOR'S interest in such claim or dispute. SUBCONTRACTOR agrees to be bound by the procedure and final determination as specified in the PRIME CONTRACT and agrees it will not take, or will stay or suspend, any other action with respect to such claims (including, but not limited to, actions commenced pursuant to Federal Miller Act, lien statutes or other state bond or retainage act) and will pursue no independent litigation with respect thereto, pending final determination of any resolution procedure between OWNER and CONTRACTOR. The timely presentation, cooperation and participation by SUBCONTRACTOR, in any determination of a dispute under the PRIME CONTRACT, including any and all appeals under the dispute provision(s) of the PRIME CONTRACT, shall be conditions precedent to pursuit of any action by SUBCONTRACTOR against CONTRACTOR with respect to any such claim or dispute. It is expressly understood and agreed that as to any and all claims asserted by SUBCONTRACTOR in connection with this Project arising from actions of or fault of the OWNER, the CONTRACTOR shall not be liable to the SUBCONTRACTOR for any greater amount than OWNER is liable to CONTRACTOR, less any mark ups or costs incurred by the CONTRACTOR. As to any claims asserted by the SUBCONTRACTOR for or on account of acts or omissions of the OWNER, or its agents or design professionals, at the sole option of CONTRACTOR, SUBCONTRACTOR agrees to prosecute such claims in CONTRACTOR'S name. SUBCONTRACTOR shall have full responsibility for the preparation and presentation of such claims and shall bear all expenses thereof, including attorneys' fees.

The parties agree that all litigation of all claims between CONTRACTOR and SUBCONTRACTOR which arise out of or relate to this Subcontract shall be brought only in the federal court in which the work is performed. EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

22. PRIME CONTRACT This Agreement pertains to a contract ("Prime Contract") between CONTRACTOR and its Client. SUBCONTRACTOR agrees to be bound by the terms and conditions of the Underlying Contract, as it relates to the Services under this Agreement, to the same extent as CONTRACTOR. For purposes of determining the SUBCONTRACTOR'S obligations, all references to Client in the Underlying Contract shall apply to CONTRACTOR, and all references to CONTRACTOR shall apply to SUBCONTRACTOR. In the event of a conflict in terms and conditions between this Agreement and the Underlying Contract, the more stringent to SUBCONTRACTOR shall apply. A copy of the underlying contract will be provided to SUBCONTRACTOR upon award of each project, as noted in the Work Order.
23. Background Checks SUBCONTRACTOR must institute and provide background checks as specifically required by CONTRACTOR or CONTRACTOR'S Client which include fingerprint checks. SUBCONTRACTOR shall not be permitted to commence work until such results are provided to CONTRACTOR. In all cases, the minimum acceptable background check will be a background check of federal, state and county jurisdictions and national and state sex offender registries for felony, and misdemeanor convictions for the prior seven (7) years, in an employee's or SUBCONTRACTOR'S county of residence(s) and county of work addresses for those years, along with the nationwide check, a Social Security number trace, a motor vehicle check, and verification of eligibility to work in the United States. No persons will be granted access to a Client location(s) if convicted of a felony or a misdemeanor involving violence, sexual misconduct, theft, fraud, financial or computer crimes, illegal drug possession/distribution or crimes involving unlawful possession or use of a dangerous weapon or is identified on any government registry as a sex offender. If any SUBCONTRACTOR employees' background check results are unacceptable to CONTRACTOR or Client for any reason, SUBCONTRACTOR and SUBCONTRACTOR'S employees can be immediately ordered to cease working at some or all of Client's locations covered by this Schedule or any Client location

where SUBCONTRACTOR provides services to an CONTRACTOR Client.

24. Drug Testing No SUBCONTRACTOR or SUBCONTRACTOR employee may start work at any Client location prior to receiving an acceptable drug test, if required by Client. The minimum acceptable drug testing is Five panel non-DOT urine assay (Opiates, Cocaine, Cannabinoids, Amphetamines and Phencyclidine) performed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified collection and testing facility and includes the use of Medical Review Officers (MROs) accredited by the American Association of Medical Review Officers to review results. In the event of different drug testing standards imposed by CONTRACTOR's Client, SUBCONTRACTOR will comply with such different standards as communicated to SUBCONTRACTOR by CONTRACTOR.
25. Time of the Essence. The parties acknowledge that TIME IS OF THE ESSENCE in the performance of all Statements of Work, work, and obligations under the Subcontract Documents, and maintaining the work schedule, and any breach of same shall be deemed material. If SUBCONTRACTOR fails to complete the work within the time specified herein as per the work schedule, SUBCONTRACTOR shall pay to CONTRACTOR, as liquidated damages, and not as a penalty, the sum of TWO HUNDRED FIFTY DOLLARS (\$250) per day for each day of delay in the completion of the work, or the amount of liquidated damages, if greater, for which CONTRACTOR is responsible for pursuant to the Underlying Contract, it being agreed between the parties hereto that it would be impracticable or extremely difficult to determine the actual damage. SUBCONTRACTOR's liability for liquidated damages shall not exceed the Subcontract Sum.
26. Representation of SUBCONTRACTOR. SUBCONTRACTOR represents that it has reviewed all of the Subcontract Documents, visited and examined the Project Site, and taken into account and familiarized itself with the Project, the Work, local conditions (including the labor situation) that affect the Project or the Work, and all other requirements and conditions of the Work, and has taken these conditions into account in submitting its proposal(s) and entering into this Agreement and any Work Agreements. If SUBCONTRACTOR believes that additional cost or time is involved because of any apparent or actual error, omission, code compliance issue, or deficiency in the Subcontract Documents, Project location, or Project conditions, SUBCONTRACTOR shall, on or before the earlier of five (5) business days after SUBCONTRACTOR first becomes aware of same or should become aware of same, notify CONTRACTOR in writing, in detail, of the existence or possible existence of same.
27. Limitation of Liability. In no event shall CONTRACTOR be liable for any incidental, indirect, special or consequential losses or damages of SUBCONTRACTOR, including, but not limited to, punitive damages or lost profits whether based upon contract, negligence, or other theory of law. CONTRACTOR's liability for any alleged breach of this agreement shall not exceed the amount of the compensation to be paid to SUBCONTRACTOR hereunder.
28. Governing Law/Jurisdiction Except where specific citation to Federal or other Law requires otherwise, all provisions in this agreement shall be construed and governed by the laws of the State of Wisconsin giving effect to any choice of law or conflict of law provisions or rules.
29. Complementary Documents This Agreement, the Prime Contract, and all parts of the Subcontract Documents are intended to be complementary. The Subcontract Documents will be construed together so as to give effect to every part. In the event of conflicts or discrepancies in the Subcontract Documents, interpretations will be based on the following priorities, in descending order:
 - a. Valid modifications, with more recent modifications controlling over previous ones;
 - b. The Underlying Contract;
 - c. This Agreement;
 - d. Exhibit to this Agreement; and
 - e. Statement of Work.

In the event of any irreconcilable inconsistency between the terms and provisions of this Agreement and the terms and provisions of a Work Agreement, the terms and provisions of the Agreement shall prevail, unless CONTRACTOR and SUBCONTRACTOR specifically indicate their intent to supersede any term or provision in the Agreement by identifying specifically such term or provision being superseded and indicating their intent to supersede such term or provision by separately signing and dating the paragraph herein in which it appears.

Each Statement of Work ("Work Order") shall also incorporate, as though fully set forth herein, all of the drawings, plans, specifications, terms and conditions, addenda, project schedules, site or facility rules, and environmental, health and safety requirements which are contained in or incorporated into the contract between CONTRACTOR and Customer (the "Contract"), with the exception of only those terms and conditions which, by ordinary and reasonable rules of construction, are not applicable to the Work to be performed by SUBCONTRACTOR. SUBCONTRACTOR acknowledges that it has reviewed, or has been offered an opportunity to review, these portions of the Contract.

30. Notices All notices and other communications required or provided to be sent under this Agreement shall be in writing and

shall be deemed properly delivered, received, given and served on the same day as it is either hand delivered, delivered by a nationally known overnight delivery service, delivered by U.S. certified mail, return receipt requested, or delivered by email; provided, that if delivery occurs after 5:00 p.m. in the time zone in which the party being notified is located, the notice or communication will be considered delivered on the following business day. All notices to CONTRACTOR or SUBCONTRACTOR shall be addressed to the applicable person and address (which could include an email address) specified on page 1 of this Agreement, unless that person or address is changed by written notice delivered in accordance with this section.

This page is intentionally left blank.

EXHIBIT 2 – SUBCONTRACTOR CERTIFICATION FOR IRC 179D COMPLIANCE

This certification is made by the undersigned subcontractor as a condition of performing work on the project and in connection with the requirements under Internal Revenue Code (IRC) Section 179D, as amended by the Inflation Reduction Act of 2022 and further clarified in IRS Notice 2022-61. By signing this document, the subcontractor certifies the following:

1. 1. Apprenticeship Requirements: The subcontractor shall meet all applicable apprenticeship participation requirements set forth under IRC Section 179D(f) and IRS Notice 2022-61, including compliance with the percentage of total labor hours to be performed by qualified apprentices and adherence to the applicable Department of Labor or state apprenticeship program standards.
2. 2. Prevailing Wage Requirements: The subcontractor shall pay prevailing wages, as determined by the Secretary of Labor under the Davis-Bacon Act (40 U.S.C. §§ 3141–3148), to all laborers and mechanics performing work on the project, as required under IRC Section 179D and IRS Notice 2022-61.
3. 3. Certified Payroll Submission: The subcontractor shall prepare and submit weekly certified payroll reports, consistent with U.S. Department of Labor Form WH-347 or equivalent, to the prime contractor or project owner as proof of compliance with prevailing wage and apprenticeship requirements. The certified payroll shall include worker classifications, hours worked, wage rates, and fringe benefits.

The subcontractor acknowledges that failure to comply with these requirements may result in disqualification of the project from claiming the increased deduction under IRC Section 179D, and the subcontractor agrees to indemnify and hold harmless the prime contractor and project owner for any loss, penalty, or recapture arising from noncompliance attributable to the subcontractor.

By signing below, the subcontractor agrees to the above terms and certifies compliance:

Authorized Representative (Print Name)

Title

Company Name

Signature

Date: _____

EXHIBIT 3 – SUBCONTRACTOR INSURANCE REQUIREMENTS

Minimum Insurance Coverage and Limits Required of all SUBCONTRACTORS. All SUBCONTRACTORS, and any lower tier subcontractors engaged by primary SUBCONTRACTOR, shall maintain the minimum insurance requirements stated below.

- A. **Commercial General Liability Insurance (CGL).** SUBCONTRACTOR shall maintain CGL insurance limits in the amount of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Coverage must include ongoing and completed operations, contractual liability, personal and advertising injury, products liability, coverage for independent contractors engaged by SUBCONTRACTOR, severability of interests, and medical payments (\$5,000 Med Pay limit required).
If SUBCONTRACTOR will perform snow removal, landscaping or application of pesticides / herbicides, coverage for claims arising from such services must not be excluded under SUBCONTRACTOR's CGL policy. Upon CONTRACTOR's request, SUBCONTRACTOR's broker or carrier must provide a signed statement that the above services are not excluded from coverage.
If SUBCONTRACTOR will perform services requiring potential contact with vulnerable populations (including but not limited to janitorial work in schools and hospitals / medical treatment facilities), coverage for claims arising from Sexual Abuse & Molestation and Assault & Battery must not be excluded under SUBCONTRACTOR's CGL policy. Upon CONTRACTOR's request, SUBCONTRACTOR's broker or carrier must provide a signed statement that the above claims are not excluded from coverage.
- B. **Commercial Automobile Liability Insurance.** SUBCONTRACTOR shall maintain a Commercial Automobile Liability policy in the amount of \$1,000,000 CSL. Coverage must be written for Symbol 1 (Any Auto). If SUBCONTRACTOR will be operating only CONTRACTOR-Owned or Leased vehicles or other Non-Owned Vehicles, either Symbol 1 or Symbol 9 coverage is required. SUBCONTRACTOR's insurance shall be primary for any liability or physical damage arising out of SUBCONTRACTOR's operation of CONTRACTOR vehicles.
- C. **Excess / Umbrella Liability Policy.** SUBCONTRACTOR shall maintain an Umbrella Liability insurance policy in the amount of \$1,000,000 Each Occurrence to apply in excess of its CGL, Automobile Liability and Employers Liability policies. Coverage shall follow form of the primary policies with respect to all requirements contained herein.
- D. **Workers' Compensation (WC) Insurance.** SUBCONTRACTOR, even if exempt from state requirements as a small business, sole proprietorship or otherwise, shall maintain Workers' Compensation insurance for the statutory coverage amount / benefits as required in states where SUBCONTRACTOR will perform work. CONTRACTOR's policy must be endorsed to designate CONTRACTOR as an Alternate Employer. If SUBCONTRACTOR is a Qualified Self Insurer for Workers' Compensation in any state, CONTRACTOR's Risk Management Department must review and approve the Self Insured Retention applicable to SUBCONTRACTOR's program.
- E. **Employer's Liability Insurance.** SUBCONTRACTOR must carry an Employer's Liability insurance policy with limits in the amount \$1,000,000 per Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.
- F. **Blanket Crime Insurance.** SUBCONTRACTOR must carry Blanket Crime Insurance in the minimum amount of \$100,000 per loss. SUBCONTRACTOR's policy must provide a Third Party Premises endorsement to protect against losses resulting from theft, forgery, fraud, and dishonest acts committed by SUBCONTRACTOR, its employees, or independent CONTRACTORS at CONTRACTOR's or its Client's premises.
- G. **Property Insurance.** SUBCONTRACTOR is responsible for any damage to its own property, and that of its sub-subcontractors, used in connection with the Services and any property of CONTRACTOR, CONTRACTOR's Client, or building owner in SUBCONTRACTOR's care, custody, or control. If CONTRACTOR's, CONTRACTOR's Client's or the building owner's mobile equipment or other property in SUBCONTRACTOR's care, custody or control is valued at over \$10,000, SUBCONTRACTOR must carry All Risk Property Insurance with limits adequate to insure the replacement of such property.

- H. **CONTRACTOR's Pollution Legal Liability Insurance.** If SUBCONTRACTOR's work requires the use of chemicals or other materials designated as environmentally "hazardous" under the Comprehensive Environmental Responsibility, Compensation & Liability Act (CERCLA), SUBCONTRACTOR is responsible for identifying and disclosing use of such chemicals and must provide coverage in the minimum amount of \$1,000,000 per occurrence and annual Aggregate.
- I. **Professional Liability Insurance.** If the scope of SUBCONTRACTOR's work involves the performance of any delegated design, design assist, or design services (including but not limited to architecture, engineering, landscape architecture, surveying, construction management, environmental consulting, testing, rigging, shoring or fastening) performed by or on SUBCONTRACTOR's behalf, SUBCONTRACTOR and any design subcontractors/consultants/vendors working under the SUBCONTRACTOR shall each maintain Professional Liability coverage with limits as required by the Contract Documents which shall not be less than \$2,000,000 per claim or the value of the Subcontract, whichever is greater. If Professional Liability coverage is provided on a "claims made" basis, the policy shall include a retroactive date prior to commencement of services and SUBCONTRACTOR shall continually maintain such policy or shall purchase an "extended reporting period" endorsement providing coverage for at least three (3) years beyond project completion or such longer period of time as specified in the Contract Documents.

General Insurance Provisions Applicable to all SUBCONTRACTORS.

SUBCONTRACTOR shall obtain and keep in force during the term of the contract, insurance with coverage equal to, or greater than, the minimum specified in the PRIME CONTRACT and as further required in the insurance requirements identified below.

- A. **Occurrence Based Policies Required.** All insurance policies required herein, with the exception of CONTRACTOR's Pollution Legal Liability (CPLL) must be written on occurrence policy forms. CCPLL insurance coverage will be accepted on Claims-Made forms subject to a policy retroactive date no later than date services will begin under this Agreement. The retroactive date must be stated on the Certificate of Insurance. SUBCONTRACTOR shall either maintain the Claims Made policy for three full years following the date of contract conclusion using the original policy retroactive date or shall purchase an extended reporting period for the policy in effect when services began covering three full years following the date of contract conclusion.
- B. **Insurer's Financial Rating.** All Insurance policies must be obtained from carriers licensed to do business in the states where work will be performed with an A.M. Best rating of A- VII or above.
- C. **Policy Limits.** Required limits may be satisfied by a combination of primary and excess coverage. Excess coverage must be written on a follow form basis with respect to all requirements contained herein.
- D. **Additional Insured and Loss Payee Endorsement Requirements.** As applicable, SUBCONTRACTOR's Commercial General Liability, Automobile Liability and CONTRACTOR's Pollution Legal Liability policies shall name by endorsement (1) CONTRACTOR, its successors, parent, subsidiaries, directors, officers, agents and employees; (2) CONTRACTOR's Client; and (3) owner of the premises where the Services are to be performed, as Additional Insured (AI) parties. SUBCONTRACTOR's Umbrella Liability policy shall follow form of the CGL and Auto Liability policies with respect to Additional Insured status. The Certificate of Insurance must specify AI status; SUBCONTRACTOR's broker shall provide all applicable AI endorsements with the Certificate. The CGL Additional Insured endorsement must include coverage for both continuing and completed operations. Blanket AI endorsements are acceptable. Under no circumstances will AI endorsements limiting recovery to the amount specified in this agreement or any amount less than full policy limits be accepted. SUBCONTRACTOR's Blanket Crime policy shall name CONTRACTOR and its Client as Joint Loss Payees. SUBCONTRACTOR's All Risk Property policy shall name CONTRACTOR, its Client and building owner as Loss Payees as their interests may appear.
- E. **Primary and Non-Contributory Status of SUBCONTRACTOR's Policies.** All policies maintained by SUBCONTRACTOR, with the exception of Workers' Compensation and Employers Liability, are primary to any insurance or self-insurance maintained by CONTRACTOR, its Client and building owner with respect to work performed by SUBCONTRACTOR under

this agreement and shall require no contribution from CONTRACTOR's, its Client's or building owner's policies.

- F. **Waiver of Subrogation.** On behalf of its insurers, SUBCONTRACTOR agrees to waive all rights of subrogation against CONTRACTOR, its client and their respective insurers under all policies required. SUBCONTRACTOR's policies shall allow such waiver.
- G. **Certificates of Insurance (COIs).** Prior to beginning work under this Agreement, SUBCONTRACTOR shall provide evidence of all required insurance coverages on an ACORD form, along with all applicable policy endorsements to:

Centrix Energy Partners, LLC LLC
792 Lois Dr
Sun Prairie, WI 53590
Attn: Michael Eaton

All Self-Insured Retentions must be stated on the COI. No policy may have a retention greater than \$10,000 without prior approval by CONTRACTOR. Certificates shall state that SUBCONTRACTOR's Insurance Carrier or Insurance Broker will provide 30 days advance notice of cancellation or non-renewal to CONTRACTOR for all policies. Any lapse of coverage is grounds for immediate termination of this Agreement. CONTRACTOR's failure to request certificates of insurance or to identify deficiencies in SUBCONTRACTOR's coverage shall not be construed as a waiver of SUBCONTRACTOR's obligation to maintain such insurance.

- H. **Indemnity Obligations.** SUBCONTRACTOR's insurance coverage shall exist independently and in addition to SUBCONTRACTOR's indemnity obligations set forth in this Agreement. The insurance requirements listed above are CONTRACTOR's minimum insurance requirements applicable to all SUBCONTRACTORS and shall not be considered indicative of the ultimate amounts and types of insurance that may be needed by SUBCONTRACTOR to meet its indemnification obligations.
- I. **Modifications to Insurance Requirements.** CONTRACTOR may modify or add additional insurance requirements on a service order basis, which may depend on Client requirements, or the nature of the services being provided.

The rest of this page intentionally left blank.

EXHIBIT 4 – SUBCONTRACTOR SAFETY REQUIREMENTS

The Subcontractor agrees to follow the attached Centrix Energy Partners safety requirements.

The Subcontractor will present CONTRACTOR with a site specific safety plan for each Work Order. Site work cannot start until approval is received from Contractor.

Subcontractor will fill out Job Hazard Analysis reports at the beginning of each work day and send to Contractor by email daily.

Any safety violations or incidents on the jobsite involving SUBCONTRACTOR, its employees, agents, subcontractors, or suppliers, will be reported in writing immediately upon occurrence of such violations or incidents, but no later than 8 hours after the violation or incident.

The rest of this page intentionally left blank.

EXHIBIT 5 – SUBCONTRACTOR STATEMENT OF WORK

This Statement of Work incorporates the CONTRACTOR Master Subcontractor Agreement. If Subcontractor is assigned more than one project, additional and separate Statements of Work shall be added for each such project.

Project Location: **XX**

SCOPE OF WORK

Turnkey XXXXXXXXXXXX

Note: **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**.

The subcontractor shall provide all labor and supervision necessary to complete the following work:

- 1. XXXXXXXXXXXXXXXXXXXX**
 - Remove and replace all existing **XXXXXXXXXXXXXXXXXXXX**.
 - Provide and install **XXXXXXXXXXXXXXXXXXXX**.
- 2. XXXXXXXXXXXXXXXXXXXX**
 - Remove and replace all existing **XXXXXXXXXXXXXXXXXXXX**.
 - Provide and install **XXXXXXXXXXXXXXXXXXXX**.
- 3. XXXXXXXXXXXXXXXXXXXX**
 - Remove and replace all existing **XXXXXXXXXXXXXXXXXXXX**.
 - Provide and install **XXXXXXXXXXXXXXXXXXXX**.

Schedule

- Substantial Completion Date: **XXXXXXXXXXXX**
- Final Completion Date: **XXXXXXXXXXXX**

General requirements:

1. Project Schedules

Project Schedules are a requirement of this contract and should be provided using MS Project.

- Within 10 days of contract award, submit a project schedule detailing the activities necessary to achieve a complete and usable product, detailing each task associated with the procurement, construction, and commissioning of the work.
- The schedule should include important events such as utility outages, necessary Owner interface or advance notices, hazardous activities, required inspection and important milestones.
- The schedule shall be subject to change so that Subcontractor's Work does not conflict with or otherwise disrupt normal operations of the Owner.
- Any substantial deviation from the project schedule, including overtime and weekends, must be pre-approved by CONTRACTOR.
- Subcontractor shall provide overtime as required for system outages, weekend rigging, final tie-ins, set up of temporary services and equipment, and/or as necessary to maintain schedule and meet critical path milestones at no additional cost.
- Time is of the essence and subcontractor shall meet schedule milestones agreed upon and included in this agreement. If CONTRACTOR determines Subcontractor may not meet the schedule, then CONTRACTOR may require Subcontractor to provide a manpower recovery schedule that clearly demonstrates how Subcontractor will meet the schedule.
- If CONTRACTOR reasonably determines that Subcontractor will not meet the schedule without a change in its approach, CONTRACTOR may require Subcontractor to take specified steps to meet the schedule, including increasing its labor force, the number of shifts, amount of overtime work, days of work including weekends, holidays, at no additional costs unless delays were not caused by subcontractor.
- Subcontractor shall submit daily progress reports to CONTRACTOR.
- Subcontractor shall submit weekly status reports to CONTRACTOR on Monday by 10:00 am CT. The reports will contain executed activities prior week, planned but not accomplished activities for prior week, two-week look ahead of planned activities, issues and action steps taken/needed, risks and risk mitigation.

2. Reports and Meetings

- Pre-Construction Meeting: Subcontractor shall conduct a pre-construction meeting at least 10 days prior to the start of construction to coordinate expectations for the construction period. An attendees list and agenda will be coordinated with CONTRACTOR prior to the meeting. Meeting minutes and agreements shall be documented.
- Progress Meetings: Subcontractor shall attend progress/coordination meetings on a weekly basis. Meetings may be required more frequently during certain periods as determined in the Pre-Construction Meeting. An attendees list and agenda will be coordinated with CONTRACTOR prior to the meeting. Meeting minutes and agreements shall be documented.
- Presentations and Meetings: Subcontractor shall attend Owner meetings as required and specified by CONTRACTOR, providing such personnel as is appropriate to address the meeting's issues. Subcontractor may request meetings whenever Subcontractor feels that such meetings are desirable.

3. Subcontractor is responsible for securing all permits and licenses required to execute the scope of work.

4. Subcontractor is responsible to provide inspection reports after each inspection.

5. All communication with Client will be conducted through CONTRACTOR.

6. Site supervision is required if any subs are working on site, until acceptance of work by Client.

7. Quality Control Plan

- Through the use of a Quality Control System, Subcontractor will strive for high quality workmanship throughout all phases of design, procurement, construction, and installation of equipment by adhering to the following:

- Establish a Quality Control Plan that maintains supervised controls and written instructions governing quality control procedures and practices and establish clearly defined responsibility and authority for compliance. The Quality Control Plan will support the 3 Phases of Control approach of CONTRACTOR and the Owner.
- Conform to all contractual requirements, specifications, applicable regulatory codes and standards and the CONTRACTOR Quality Control Plan. Compile accurate records of test certifications and other required documentation.
- Provide weekly QC Reports covering the day's quality control activities, typically by 10 AM the next business day. Reports will include attachments (photos, checklists, inspection, and test reports, etc.), which reflect the day's activities.
- Notify CONTRACTOR, and the Owner of quality discrepancies for immediate corrective action. Ensure that corrective action is implemented properly.

8. Submittals

- Subcontractor will provide to CONTRACTOR a list that schedules all required submittals. Required submittals include, but are not limited to:
 - Proposed Schedule of Values.
 - Certificates of Insurance and Bonds.
 - QA/QC plan.
 - Project specific safety requirements.
 - Design packages when required as part of the scope of services at 65%, 90% and 100% (Issued for Construction)
 - Detailed construction/installation schedule and updates
 - Material and equipment submittals.
 - Shop Drawings
 - Construction waste and recycling report with receipts with attached copies of receipts upon completion of the project if required
 - Certified Payrolls if required
 - Commissioning and testing plans
 - Red-line construction documents for as-builts.
 - Spare Parts list
 - Owner Training Plan
 - Warranty Letters
 - Operation and Maintenance (O&M) manual package.
- Submittal Procedures: Subcontractor shall provide two (2) hard copies and one (1) electronic copy of all required submittals.
- Identification numbers will be assigned to each submittal. The number will indicate the sequence of submittals. Subcontractor will determine and follow the identification number system.
- Transmit items under AIA form G810 or Subcontractor's equivalent form. Clearly identify pertinent reference information on transmittal.
- Allow sufficient time for review and approval of submittal.
- After receipt of reviewed submittal, revise and resubmit as required, identifying changes made since previous submittal.
- Submittal Approval: When approved by CONTRACTOR, a record copy of the submittal will be identified as having received approval by being stamped and dated.
- The approval of the submittals by CONTRACTOR shall not be construed as a complete check but will indicate only that the general method of construction and approach is satisfactory.
- CONTRACTOR's approval of submittals will not relieve Subcontractor of the responsibility for any error that may exist, as the Subcontractor shall be responsible for the dimension and design of adequate connections, details, and satisfactory construction of all work.

- In addition, the approval by CONTRACTOR will not relieve Subcontractor from responsibility for deviations from drawings or specifications unless Subcontractor has, in writing, called attention to the deviations and CONTRACTOR approves the change or deviations, in writing, at the time of submission.
- Approval by CONTRACTOR will not relieve Subcontractor from the responsibility for any errors of any kind in approved drawing schedules.
- When Subcontractor does call the deviations to the attention of CONTRACTOR, Subcontractor shall state whether or not such deviations involve any cost adjustment. If this is not mentioned, it will be presumed that no extra cost is involved in making the change. However, failure to mention deviations that should result in a credit to the CONTRACTOR will not prevent subsequent credit to CONTRACTOR. In the absence of approval, deviations shall not be performed, and if performed, it shall be at the Subcontractor's expense.
- Upon receipt of approved submittals, Subcontractor shall distribute as necessary.

9. Health and Safety

- Subcontractor is solely responsible for the safe performance of all agreed services by its employees and/or subcontracted service providers and implementation of any appropriate/required written health and safety documentation. All work will be performed in accordance with applicable Federal, state and local regulations governing health and safety, including the Health and Safety rules established for the site, including OSHA or the US Army Corp of Engineers, Safety and Health Requirements Manual, EM 385-1-1 (EM-385).
- In addition to those requirements, CONTRACTOR has prepared an Accident Prevention Plan (APP) which details site-specific hazards and safety procedures and programs related to the site-specific conditions, and specifications for minimum acceptable health and safety-related work practices and procedures. Subcontractor will agree to generate all AHA/JHAs required to complete their work components and will follow all APP requirements (as the minimum health and safety performance standard for its work operations), verify that the qualifications of its employees and/or subcontracted service providers will meet APP requirements, and ensure that all personnel will understand and abide by the APP and any amendments to the APP.
- Subcontractor will be required to prepare supporting safety and health documents as required by OSHA and/or EM-385 for any tasks they perform. The supporting safety and health documents may include (but are not limited to):
 - Fall Protection Plan
 - Critical Lift Plan
 - Activity Hazard Analysis
 - An CONTRACTOR Subcontractor Qualification form
 - Hazardous Energy Control Plan (including ArcFlash Hazard Analysis)
 - Incident Reports
 - Weekly Worksite Inspection Reports
 - Training and Qualification Records
- Subcontractor must take all reasonable steps and precautions to prevent accidents and/or injuries to site personnel, visitors, or the surrounding environment and community. Subcontractor will immediately report all injuries, illnesses, and accidents to CONTRACTOR's Construction and Project manager and provide follow-up documentation as required by the APP. Prior to the start of work activities, Subcontractor's personnel may be required to attend a health and safety orientation and acknowledge their participation by signing the acknowledgement form in the APP.
- Subcontractors will conduct weekly work site inspections and document the finding and report them to the CONTRACTOR Project manager. All findings shall be corrected immediately or controlled to prevent exposure to workers and member of the public until the conditions can be fully corrected. Subcontractor is also responsible for providing to the CONTRACTOR PM all Safety Datasheets for hazardous substances used or stored on site.
- Subcontractor is responsible for identifying the personal protective equipment (PPE) needs of its personnel (based on the planned work operations) and with providing its employees the necessary equipment and supplies as

identified and submitted in the AHA/JHA. At a minimum, Subcontractor personnel will be required to wear the following PPE, regardless of existing site conditions/hazards:

- Long pants and a short/long-sleeved shirt;
 - Safety-toe boots;
 - High visibility safety vests.
 - Hard Hats
 - Safety Glasses
 - Tank tops, shorts, or sleeveless shirts will not be permitted on-site at any time.
 - Additional PPE including, fall protection, hot-work protection, hearing protection, electrical shock protection and respiratory protection may be required.
- Subcontractor shall designate a competent person or qualified person for tasks that require this level of authority and responsibility under Occupational Safety and Health Administration regulations.
 - If at any time Subcontractor obtains the services of a subcontractor, consultant, or second tier subcontractor for any portion of the work to be performed, a copy of this SOW and the above referenced APP shall be provided as part of the package submitted to each respective subcontractor, consultant, or second tier subcontractor.
 - In the event of a conflict pertaining to health and safety between the contract requirements, the subcontract agreement between Subcontractor and CONTRACTOR, and the APP, the most stringent requirement(s) will apply.
 - Additionally, Subcontractor shall supply and receive approval for their Activity Hazard Analyses and other related plans as a condition of commencing work on the subject task.
 - Subcontractor will not perform any work on site without the presence of the respective competent person as defined in the APP.
 - Subcontractor will conduct on-site pre-task safety and health analysis briefings at the beginning of each work activity or whenever conditions or tasks change. All site personnel will attend these briefings.
 - Subcontractor will conduct and document daily safety tailgate meetings. Records should be kept on site and made available for inspection upon request.
 - While working in occupied areas, Subcontractor must take special care to protect the occupants. Provide protective measures as required to allow free and safe passage of personnel and the Owner workers to and from occupied portions of the surrounding buildings.
 - Subcontractor shall report any accidents, personnel injuries, or property damage immediately to CONTRACTOR, both verbally and in writing. Specific notification timeframes are shown in the Accident Prevention Plan.
 - Subcontractor shall notify the CONTRACTOR Construction Manager immediately of any damage to the existing facilities.
 - Prior to commencement of major risk activities over which Subcontractor has direct control such as excavation/trenching, working from heights, Lockout/Tagout, use of cranes, confined spaces or other activities identified by the CONTRACTOR Construction Manager will require a job hazard analysis or safe work procedure. The job hazard analysis/safe work procedures should identify hazards associated with the particular activity and what controls Subcontractor will deploy to protect the public and employees. Subcontractor can use the CONTRACTOR Safe Work Procedure template or their own if available.
 - Upon request subcontractor shall make available SHE Training records for personnel working onsite.
 - Subcontractor is required to submit SHE monthly reports to CONTRACTOR Project Manager capturing first aid, recordable and lost workday incidents.
 - Site Orientation Training: If Required - All site personnel will complete orientation training and will receive an CONTRACTOR issued badge prior to the start of any activities. The badge is to be visible at all times while working on site. Visitors to the site who do not complete orientation training will be allowed on site only to observe, and only with proper escort.
 - Fire Safety, Fire Prevention, Fire Protection, and First Aid: Subcontractor shall perform all work and maintain Subcontractor on post facilities in a fire-safe manner. On sites under Subcontractor control or responsibility, Subcontractor shall supply and maintain fire protection equipment adequate to extinguish incipient fires.

Subcontractor shall comply with applicable post, local, and State fire prevention regulations and applicable National Fire Protection Association (NFPA) codes. Subcontractor shall supply and maintain, at Subcontractor project facilities, such first aid equipment as is appropriate for dealing with minor incidents.

- Subcontractor shall ensure that its employees know process on reporting and activating Owner site fire alarms if necessary. Subcontractor shall observe all site requirements for handling and storing combustible supplies, materials, waste, and trash. Subcontractor employees operating critical equipment shall be trained to properly respond during a fire alarm and/or fire in accordance with the applicable installation's fire prevention procedures, rules, or regulations. Subcontractor shall obtain all required permits prior to performing any hot work (e.g., welding, cutting torch).
- Hazardous Materials Safety: Subcontractor certifies that the Work may involve known or unknown exposure to hazardous materials, pollutants, refrigerants, and mold, including asbestos and lead ("Hazardous Materials").
- Subcontractor's employees, lower tier subcontractors, and agents, shall be trained in the recognition, risks, and safeguards associated with work that may disturb and/or expose any person or property to Hazardous Materials prior to performing any work, and Subcontractor shall implement best practices to eliminate all dangers to persons and property associated with Hazardous Materials related to the work.
- Subcontractor shall consult with Hazardous Materials experts if reasonably necessary for Subcontractor to comply with the foregoing obligations. Subcontractor is solely responsible for damages and injuries that may arise out of Subcontractor's work associated with Hazardous Materials.
- If CONTRACTOR has received any assessments related to Hazardous Materials from Owner, then such assessments are available for review and inspection by Subcontractor but CONTRACTOR shall in no way be responsible for the accuracy, completeness or reliability of such assessments, and Subcontractor relies on such assessments at its sole risk.
- If hazardous material is identified after award, Subcontractor shall immediately stop work, take measures to reduce Subcontractor or building personnel contamination, and immediately notify CONTRACTOR and the building manager of the hazardous material condition and location.

10. Environmental

- All work shall comply with the National Environmental Policy Act (NEPA) and other applicable Federal, State, and local environmental protection regulations.
- Subcontractor shall comply with applicable Federal, State, and local laws and with the applicable regulations and standards regarding environmental protection.
- Subcontractor shall comply with all applicable regulations and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan, or similar plan.

11. **Security Requirements Passes and Badges:** All Subcontractor employees shall obtain employee and vehicle badges and passes, as required by the Owner, prior to the start of on-site work. The Owner will issue badges it requires, without charge, and the badges must be worn, clearly visible, by the employees at all times while on site. When an employee leaves Subcontractor's service, or when access is no longer required, the employee's pass and badge shall be returned in accordance with Owner requirements.

12. Temporary Facilities and Controls

- Availability of Utilities: The Owner may furnish water and electric current at existing outlets, as may be required for the installation work. No other services will be provided.
- Subcontractor shall be responsible for making all connections to Owner-supplied utilities. Subcontractor shall make all connections in accordance with the installation's requirements. Subcontractor shall maintain all necessary temporary connections and distribution lines for each utility, and shall remove all temporary connections, distribution lines, and associated equipment and return the system to the original configuration upon completion of the work. Subcontractor shall be responsible for any damage it may cause as a result of extending, connecting, altering, or removing such modifications.
- Subcontractor will provide the following Temporary Facilities and Services as necessary.
 - Storage for materials, tools, and equipment.

- Parking for vehicles- if Owner requires consolidated or off-site parking
 - Office trailer- if approved by Owner and CONTRACTOR and space is available
 - Potable water
 - Task Lighting
 - Transportation of personnel
 - Secured hazardous waste storage
 - Portable restrooms
- Information concerning the location of existing outlets may be obtained from the Owner.
 - Subcontractor shall provide any additional electrical devices, equipment, and conductors, including GFIs, necessary to perform the Work safely and in compliance with all laws and regulations.
 - Subcontractor shall provide site security (fencing, lighting, and/or guard service) as required. At a minimum, Subcontractor shall maintain the site and all other Subcontractor controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. Subcontractor shall comply with all site security regulations
 - Subcontractor shall provide all temporary fencing, barricades, secured containers, and other forms of protection as required to protect personnel and general public from injury during construction
 - Subcontractor shall provide temporary protection, including but not limited to storm water protection, erosion protection, and protection for trees and plants, as necessary.
 - Subcontractor shall coordinate site access, site staging areas, permissible storage areas, permissible parking areas, and hours of operation with CONTRACTOR in advance of mobilization.

13. Waste Disposal

- Disposal of Hazardous Materials: Subcontractor shall retain ownership and shall be responsible for the disposal of hazardous material and waste that Subcontractor generates. Disposal shall be off Owner property and in accordance with the Resource Conservation and Recovery Act and its associated state and local regulations.
- Subcontractor shall document the type and location of all hazardous materials removed in the performance of this contract and shall submit the data to CONTRACTOR.
- Subcontractor shall be responsible, in accordance with requirements set forth in the Scope of Work, for the removal of hazardous material that must be removed to perform the work required by this contract, with the exception of asbestos. Subcontractor shall properly package and label the material in accordance with the applicable laws and shall place the material in a location approved by the Owner.
- Subcontractor shall coordinate the collection and removal of all hazardous materials from the site with the CONTRACTOR Construction Manager.
- Disposal of Non-hazardous Waste: Non-hazardous debris, rubbish and unusable material resulting from the work shall be removed from Owner property and properly disposed or recycled by Subcontractor. Subcontractor shall provide waste disposal containers in adequate size to handle non-hazardous waste from the project.
- Salvage: All Owner material and equipment removed or disconnected and listed for storage shall remain the property of the Owner unless otherwise specified. Any material and equipment not to be stored, and all debris resulting from work shall be removed from the site by the Subcontractor at its expense, unless otherwise specified.

14. General Work Requirements

- Subcontractors: Subcontractor shall be responsible for coordination of the work of all trades, lower tier subcontractors, and suppliers relative to this contract. Other than payment related disputes, CONTRACTOR or its representatives will not undertake to settle differences between Subcontractor and a lower tier subcontractor or between subcontractors.
- No lower tier subcontractors will be allowed onsite without prior written approval from CONTRACTOR.
- Subcontractor's work is required to meet all local and state codes. No requirement of this contract shall supersede applicable regulations, local codes and/or standards.
- Existing Conditions: Subcontractor shall have examined the job site in order to familiarize himself with all conditions that would affect the Work prior to ordering equipment or beginning work. Subcontractor shall field

verify all existing conditions and dimensions, including all surveying, measurements, and underground locating as needed. It is Subcontractors responsibility to inform CONTRACTOR of any discrepancies identified.

- Any site information provided by the Owner or CONTRACTOR is for reference only. The existence and location of utilities and other site improvements are not guaranteed.
- Coordination: Subcontractor shall be responsible for coordination with all other trades and owner furnished items to insure proper interface between all systems. A contact list of all subcontractors can be obtained from CONTRACTOR's Project Manager.
- Systems Installation: Provide all fasteners, hardware, and miscellaneous accessories necessary for a complete installation of the applicable building system(s) according to the more stringent of contract documents, manufacturer's instructions or building codes unless explicitly identified elsewhere in this Subcontract.
- Layout: Subcontractor shall layout its work and be responsible for the accuracy thereof. Subcontractor shall coordinate its layout with the layout of other trades.
- Protection of Work and Property: Subcontractor shall continuously maintain adequate protection of its work from damage that may be caused by others. Subcontractor shall protect its work area from damage caused by the elements including rain, wind, snow, erosion. Subcontractor shall protect Owner property including existing finish work from damage arising in connection with this Subcontract. Subcontractor shall immediately notify the CONTRACTOR Project Manager of any damages to Owner property, including pre-existing damages, regardless how the damages are caused. Subcontractor is responsible for all damage it causes to any non-Subcontractor property, and Subcontractor will promptly repair such damage at its sole cost.
- Utility Interruptions: For any planned utility service interruptions, Subcontractor shall furnish a request to CONTRACTORS designated representative for approval. The request shall identify the affected buildings, utility service, and duration of planned outage, and shall be submitted a minimum of five (5) days in advance. Such utility and system outages shall only be performed with prior approval and shall be subject to coordination around the Owner's schedule.
- CONTRACTOR and the Owner shall have the right to inspect all Subcontractor work. Subcontractor shall ensure work area is accessible to CONTRACTOR and Owner inspectors.
- Compliance Testing, Metering, and Calibration: System or equipment components shall perform as required to meet contract requirements. Meters and instrumentation shall be in calibration and shall be recalibrated, as necessary, in accordance with the equipment manufacturer's recommendations as to frequency, with the recalibration being performed by a firm approved by CONTRACTOR
- Subcontractor shall prepare all documentation necessary to support obtaining permits to comply with all applicable Federal, State, and local requirements prior to implementing the work unless otherwise stated.
- Subcontractor is responsible to obtain and post at the jobsite all necessary and applicable permits and regulatory notices.
- Subcontractor shall keep a clean and safe work site. Ensure the work area is free of all construction related debris, trash, and recyclables, after each shift to the satisfaction of CONTRACTOR. When working in occupied areas, Subcontractor must return the area to a clean, safe, usable state to the satisfaction of the occupant before departing the area.

15. Project Record Documents

- Subcontractor shall maintain a set of red-lined, scaled, marked up drawings (latest revision status) that fully document the status of the work. These drawings shall be maintained on site and updated weekly throughout the construction phase and shall be available for review upon request and shall be submitted to the CONTRACTOR at the end of construction. These drawings may take forms ranging from simple schematics to detailed installation drawings. The form of the as-builts will be determined by the complexity of the project
- In addition to the red-lined drawings, maintain one (1) copy of each of the following at the jobsite to be used as the Record Copy:
 - Contract Documents
 - Specification and Addenda

- Reviewed Shop Drawings
- Change Orders
- Field Test Reports
- Other pertinent documents
- Make documents available for inspection by CONTRACTOR.
- Do not permanently conceal work until required project record information has been recorded.
- Deliver project record documents to CONTRACTOR at the completion of the project but prior to final inspection and final application for payment. Deliver with transmittal letter certifying in writing that documents as submitted are complete and accurate and reflect actual conditions at the building site.

16. Deviations and Changes

- Subcontractor is responsible for requesting all design and construction clarifications through a request for information (RFI) process.
- All deviations to designed routing/equipment shall be submitted for review and approval.
- Any proposed modification to the specifications must be specifically described in a substitution request and must be conspicuously called out on the shop drawings, product data, etc.

17. Closeout

- Closeout Submittals: At closeout, Subcontractor shall provide information to CONTRACTOR Project Manager that includes but is not limited to
 - operations and maintenance instructions and manuals,
 - warranty letters and certificates and information,
 - additional stock and spare parts,
 - proof of permit signoff,
 - start-up and Cx documents for all systems installed (based on scope of services provided)
 - proof of compliance with prevailing wage and certified payroll requirements as applicable,
 - When required- three (3) physical copies of as-built drawings for all phases of Work,
 - When required- one (1) electronic copy of as built drawings for all phases of the Work.
- Operations and Maintenance Manuals: Subcontractor shall furnish O&M manuals and recommended spare parts lists for O&M of Subcontractor installed equipment and modified Owner equipment. O&M plans and spare parts lists shall be submitted prior to CONTRACTOR acceptance of the project.
- Personnel Training: Subcontractor shall provide a training program for Owner and/or CONTRACTOR personnel for Subcontractor installed equipment and systems. The program shall provide instruction on operation, troubleshooting, maintenance, and repair of equipment. Training shall include both a classroom phase and a field demonstration phase, and shall include operation, maintenance, and repair in the case of emergencies. The course material shall include the operation and maintenance plans and manuals. The program shall be conducted at the specified site(s) in facilities provided by the CONTRACTOR or as otherwise directed.
- All Work is subject to CONTRACTOR inspection and punch-lists and shall be prepared to identify any items requiring completion and/or which have deficiencies requiring corrective work.
- Substantial Completion may be obtained with outstanding punch-list items if the installation can be utilized for its intended purpose.
- Final Completion may be obtained only after all deliverables have been approved and all punch-list items have been completed.
- Substantial completion is reached when the system is operational, tested satisfactorily, interconnected to the utility, and all necessary actions required of Subcontractor to provide a working system have been completed.
- Substantial completion will be determined on a site-by-site basis; however, overall completion will not occur until all sites have reached substantial completion.
- Contract Closeout Procedure: When subcontractor considers work complete, they will submit written certification of the following:
 - Contract Documents have been reviewed

- Work has been inspected
- Systems have been tested and are operational
- Training has been performed
- Required deliverables have been provided
- Work is complete and ready for final inspection
- If CONTRACTOR considers that work is complete, CONTRACTOR will issue Certificate of Substantial completion, and direct subcontractor to make project closeout submittals.
- If CONTRACTOR considers that work has not reached completion, CONTRACTOR will notify Subcontractor in writing, stating the reasons and a list of items remaining for completion. Subcontractor will promptly remedy the stated deficiencies, and then resubmit certification of completion.

18. Extended Warranties

For items that have manufacturer's extended warranties, Subcontractor will provide information needed to place warranty claims in the closeout materials. Typically, this includes a warranty certificate, proof of purchase (PO, etc.), and installation date. Other data may be required by the manufacturer. Subcontractor will register the extended warranty with the manufacturer on the Owner's behalf prior to submitting data. Proof of registration may be sufficient documentation for warranty claims.

The rest of this page intentionally left blank.

EXHIBIT 6 – SUBCONTRACTOR COMPENSATION

Total contract amount for this project is \$xxx,xxx.00, for the scope of work described in Exhibit 4.

The Schedule of Values, must reflect the following information:

- Site
- Retention percentage (5%)
- Payment and Performance bond
- Mobilization
- Equipment
- Materials
- Labor
- Rentals/Subcontractors/Other Cost

Payments shall respect the approved Schedule of Values for each site, and will be released per terms negotiated for each Statement of Work

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have executed this Agreement effective as of the Effective Date.

CONTRACTOR
Centrix Energy Partners, LLC

SUBCONTRACTOR
XXXXXXXXXXXXXXXXXXXX

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

The rest of this page intentionally left blank.