

SUBCONTRACT AGREEMENT**CONTRACTOR:**

("Contractor")

Phone:

Email

 :

**PRIME CONTRACTOR
(IF APPLICABLE):**

("Prime Contractor")

Phone:

Email

 :

SUBCONTRACTOR:

("Subcontractor")

AMP Quality Energy Services

PO Box 1725

Decatur, AL 35601

Phone: 256-513-8255

Email

accounting@ampqes.com

 :

WORK:

("Work")

See attached Exhibit A**PROJECT:**

("Project")

OWNER:

("Owner")

ARCHITECT:

("Architect")

ENGINEER:("Engineer")

PRIME CONTRACT:

Dated:

("Subcontract Documents")

SUBCONTRACT PRICE:("Price")

(

) Dollars**MOBILIZATION ADVANCE**

 Dollar
s

MONTHLY BILLING DATE:("Monthly Billing Date")

MONTHLY BILLING MAILED TO:

(____ Original ____ Copies)

SUBMIT ELECTRONICALLY TO:

(The above terms are incorporated by reference and are more fully explained below.)

On this the ____ day of _____, ____ (the "Subcontract Date"), pursuant to that certain Notice of Award Form and Purchase Order, attached as Exhibit B, Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns agree as follows:

Article 1.
Subcontract Work

Section 1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage, and all other things necessary to perform the work set forth in the proposal dated [] (the "Proposal"), a copy of which is attached hereto as Exhibit A (the "Work"). Such Proposal was prepared based on the drawings and specifications provided by Contractor dated [].

Section 1.2 Contractor acknowledges that Subcontractor's performance of Work is conditioned upon the existence of power at the Project Site (the "Site"). In the event that power is unavailable or interrupted, Contractor shall have the duty to provide Subcontractor with power at the Site.

Section 1.3 Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the same terms and conditions by which Contractor is bound to Owner or Prime Contractor or both and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner or Prime Contractor or both.

Section 1.4 Contractor shall provide Subcontractor with copies of all relevant agreements between Contractor and Prime (the "Subcontract Documents"). If there is a conflict between this Subcontract and any Subcontract Document, this Subcontract, including the terms and conditions of the Proposal, shall govern.

Article 2. Subcontract Price

Section 2.1 Contractor shall pay Subcontractor a five percent (5%) mobilization advance in the amount set forth above upon execution of this Subcontract (the "Mobilization Advance"). To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Subcontract Price shall be computed in accordance with the unit prices set forth in Exhibit A based on actual quantities. The Subcontract Price and all unit prices shown in Exhibit A include compensation for all costs, direct and indirect, and all overheads and profit for Subcontractor's performance of the Work or changes thereto.

Article 3. Progress Payments

Section 3.1 Within ten (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule of values showing a cost breakdown of the Subcontract Price according to the various line items, or parts, of the Work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

Section 3.2 On or before the 10th day of each month, Subcontractor shall submit to Contractor a progress payment application on a form acceptable to Contractor. The application shall include the value of the portions of the Work completed (including supporting labor,

material and Equipment backup), and if the Subcontract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Prime Contractor and Owner) at the Site or other approved location (the "Stored Materials"). Subcontractor shall submit a partial release of lien, a copy of which is attached hereto as Exhibit D, acceptable to Contractor with each payment application.

Section 3.3 On the 30th day of the following month, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials, less (a) all previous payments, including the Mobilization Advance, (b) all charges and back charges for services, materials, equipment, and other items furnished or otherwise chargeable by Contractor to Subcontractor. [Progress payments shall be due within thirty (30) days of invoice. All late payments shall be subject to a monthly interest penalty in amount of the lesser of 1% monthly or the maximum allowable interest under Alabama law.]

Article 4. Final Payment

Section 4.1 Final billing from Subcontractor, including billing for all Change Orders shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

Section 4.2 The final payment shall be due and payable within thirty (30) days of the later of (a) acceptance of all Work, (b) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (c) delivery of a release of lien and general release on Contractor's form executed by Subcontractor.

Article 5. Payment Conditions

Section 5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Work and all taxes and insurance applicable thereto; and Subcontractor agrees to so hold and apply the payments from Contractor.

Section 5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to ensure that they are being paid in accordance with this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

Section 5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress and the nature and extent of all obligations incurred by

Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

Section 5.4 Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorneys' fees, if any of the following occur: (i) Subcontractor fails to provide evidence satisfactory to Contractor that its subcontractors, suppliers, and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment; (ii) a portion of the Work is unacceptable to Contractor, Prime Contractor, Owner or Architect; (iii) a third party asserts a claim against Contractor arising from the Work; (iv) Subcontractor fails to carry out the Work in accordance with Subcontract; or (v) Subcontractor fails to furnish certificates of insurance or bonds in compliance with Subcontract requirements.

Section 5.5 No payment shall be evidence of the performance or progress of the Work or constitute or imply Contractor's acceptance of any portion of the Work. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, Prime Contractor, its or their sureties, and Owner.

Section 5.6 In the event that Contractor fails to pay any invoice issued by Subcontractor within the terms of this Agreement, Subcontractor reserves the right to suspend or stop all Work until outstanding invoices are paid in full.

Article 6. Time

Section 6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Subcontract Documents) and agrees commercially reasonable steps to ensure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner or Prime Contractor or both of them (in accordance with the schedule for the Project to be prepared or provided by Contractor (the "Schedule")). If Subcontractor fails to maintain the progress required by Contractor and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to resume progress as required by Contractor.

Section 6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work within fourteen (14) calendar days of Contractor's order to do so; (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any; (d) to perform the Work, thereto, in such sequence as Contractor may direct, subject to Subcontractor's safety plans and requirements; (e) when requested, to provide all information required by Contractor to prepare schedules, updates or revisions to the Schedule; and, (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress set forth in the Schedule. The parties acknowledge

and agree that Subcontractor shall use commercially reasonable efforts to comply with any changes in the Schedule that are not within the reasonable control of Subcontractor, but in no event shall Subcontractor be liable or subject to withholdings of payments due to changes in the Schedule that are outside of Subcontractor's reasonable control.

Section 6.3 Subcontractor agrees: (a) to order all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted); (d) to cause a qualified representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain any Schedule prepared by Contractor.

Section 6.4 Subcontractor represents that it has satisfied itself as to any provision in the Subcontract Documents concerning liquidated damages, and agrees that if liquidated damages are imposed by on Contractor as the result, in whole or in part, of Subcontractor's performance or non-performance, liquidated damages (or an appropriate share thereof) may be assessed against Subcontractor by Contractor and will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by back-charge or otherwise. In addition to liquidated damages, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to Owner or Prime Contractor, and for any extra expense incurred by Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

Article 7. Extensions of Time

Section 7.1 Subcontractor will not be entitled to extension of time or to compensation or damages for any delay unless a written notice of that delay is delivered to Contractor within five (5) calendar days of the beginning of the event causing the delay.

Article 8. Changes

Section 8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written notice to Subcontractor, request Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Such changes in Work shall be pursuant to a purchase change order in substantially the form set forth in Exhibit C (a "Change Order"). Contractor and Subcontractor agree to negotiate in good faith with respect to any requested Change Order. No Change Order shall be binding until fully executed by both parties.

Section 8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Subcontract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions, or that otherwise deal with changed conditions at the Site (“Differing Conditions”). Should Subcontractor encounter Differing Conditions during the progress of the Work, Subcontractor must notify Contractor in writing before such conditions are disturbed.

Section 8.3 Within five (5) calendar days of a change in the Work or discovery of a Differing Condition, Subcontractor shall submit to Contractor a Change Order for the Work or with respect to the Differing Condition, which shall conform with the requirements of the Subcontract Documents. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

Section 8.4 Subcontractor agrees that when changes are the subject of unit prices under Exhibit A, the Subcontract Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units actually allowed by Owner.

Section 8.5 Subcontractor’s price quotations for all Change Orders or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen’s compensation insurance; bond premiums; actual rent for or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions. In addition to the foregoing costs, a markup of 12 % will be added for overhead and profit. The markup is intended to address both Subcontractor’s direct and indirect overhead costs (Site, branch and home office) and profit.

Section 8.6 A Change Order to this Subcontract is a written modification signed by the parties. No agreement with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, shall be enforceable unless reflected in a written Change Order.

Section 8.7 Subcontractor shall not proceed with changed work unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

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Article 9. Pricing and Documentation

Section 9.1 Subcontractor agrees to comply fully with all federal, state, and local laws, ordinances, and regulations relating to cost and pricing data (including certification thereof),

audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

Section 9.2 Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Subcontract Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Subcontract Price and extension of time that Subcontractor in good faith believes it should receive.

Section 9.3 Upon Contractor's written request, Subcontractor agrees to cause a responsible, authorized officer to certify that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes Contractor, Prime Contractor, or Owner is liable.

Section 9.4 In exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under this Article 9 above.

Article 10. Insurance

Section 10.1 Before commencing the Work, Subcontractor shall provide and pay for the insurance coverage policy limits.

Section 10.2 Subcontractor shall furnish a certificate, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor showing the required insurance to be in force and stating that the insurance will not be cancelled, non-renewed, or materially changed except for after providing at least thirty (30) days actual, written notice to Contractor or longer if required by Subcontract Documents. Contractor shall have the right but not the obligation to review all of Subcontractor's insurance policies applicable to the Project.

Section 10.3 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

Section 10.4 Contractor shall be included as insureds on the certificate of insurance (“COI”), using ISO Additional Insured Endorsement CO 20 10 11 85 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary noncontributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

Section 10.5 Subcontractor shall maintain COI coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion of the work.

Article 11. Damages

Section 11.1 Contractor shall not be liable or responsible for loss or damage not caused by Contractor to the equipment, tools, facilities, or other property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work. Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders’ risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work not caused by Contractor. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

Article 12. Indemnity

Section 12.1 In exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify, and hold harmless Contractor, Prime Contractor, Owner, and any other parties Contractor may be required in the Subcontract Documents, to indemnify, and their officers, directors, shareholders, members, employees, agents, and representatives (collectively “Indemnified Parties”), separately and severally, from and against any claim, cost, expense or liability (including attorneys’ fees), attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor’s duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the negligence of a party indemnified hereunder. Subcontractor’s obligation hereunder shall not be limited as to an amount

or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

Section 12.2 If Owner, Prime Contractor, or any other person or entity asserts a claim or institutes a suit, action, or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon Contractor's written request, promptly assume the defense of such claim, suit, action or proceeding at Subcontractor's expense. Subcontractor shall indemnify and save harmless Contractor and its officers, directors, shareholders, members, employees, agents, and representatives, from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or related to such claim, suit, action or proceeding.

Article 13. Assignments and Subcontracts

Section 13.1 Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any part of the Work without Contractor's prior written consent. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

Article 14. Compliance

Section 14.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by Contractor and in the Subcontract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Prime Contractor, Owner, and all other contractors and subcontractors in their respective safety programs.

Article 15. Safety

Section 15.1 If Subcontractor or any of its employees or its subcontractors' employees fail to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/or remove any noncomplying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work if the Work was stopped due to Contractor's concern about safety deficiencies.

Section 15.2 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe

practices or to insure that Subcontractor's practices and methods of performing the Work are safe.

Section 15.3 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager (the "Project Manager") as soon as reasonably possible. In addition, Subcontractor shall submit to the Project Manager the following, when applicable, as soon as possible but in no event longer than within five (5) working days of the injury or damage or the time required by the Prime Contract, whichever is shorter: (a) a copy of "Employer's First Report of Injury;" (b) a copy of all property/casualty insurance claim reports; and, (c) a copy of all OSHA inspection/citation reports.

Article 16. Cleaning Up

Section 16.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging, and other debris by collecting and removing such debris on daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance for Owner.

Section 16.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gives Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least five (5) days prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

Article 17. Temporary Facilities

Section 17.1 Temporary facilities and services shall only be provided by Contractor as defined in the Subcontract Documents. Subcontractor may request approval for temporary facilities as required for the performance of the Work.

Article 18. Quality

Section 18.1 Subcontractor shall provide materials and workmanship conforming to the requirements of the Subcontract Documents. Subcontractor shall at all times provide proper facilities and access for the inspection of the Work by Contractor, Prime Contractor, Owner, Architect, and their representatives. Subcontractor shall, within five (5) days after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Site all portions of the Work which Contractor, Prime Contractor, Owner, or Architect

have condemned as unsound, improper or as failing in any way to conform to the Subcontract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting therefrom. If Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Subcontract Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

Article 19.

Section 19.1 Reserved.

Article 20.

Submittals

Section 20.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittals") required by the Subcontract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

Section 20.2 Neither review nor approval of Submittals by Contractor, Prime Contractor, Owner, or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Subcontract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Subcontract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Subcontract Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

Article 21.

Performance

Section 21.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor and, consistent with the requirements of the Subcontract Documents, the Subcontract, and any Schedule, is free to perform the Work by any appropriate means as it may choose.

Section 21.2 Subcontractor shall notify and obtain Contractor's approval before the arrival of Subcontractor's employees or delivery of materials and equipment to the Site, before any substantial change in either the composition or size of its employees, and before leaving the

Site.

Article 22. Liens

Section 22.1 Upon execution of this Subcontract, Subcontractor shall be entitled to file a notice of intent to file a workman's lien on the Project for the full Price. Provided Subcontractor has been paid in accordance with this Subcontract, Subcontractor shall defend, indemnify and save harmless Indemnified Parties from any lien, encumbrance, claim of lien, or suit in connection with a lien or encumbrance filed or maintained by any laborer, materialman, subcontractor, or other person directly or indirectly acting for through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Prime Contractor, from Prime Contractor to Contractor, or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed, or discharged by bond, payment or otherwise within ten (10) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner, Prime Contractor's, and Contractor's attorneys' fees, incurred as a result of any such lien.

Article 23. Patents and Copyrights

Section 23.1 Subcontractor shall defend, indemnify and save harmless the Indemnified Parties from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have specified or otherwise assumed responsibility therefor under the Subcontract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

Article 24. Labor

Section 24.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Section 25.03. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in Contractor's sole and exclusive opinion.

Section 24.2 Subcontractor warrants and represents that it is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

Section 24.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin.

Article 25. Termination and Default

Section 25.1 Either party, by written notice to the other, may terminate the Subcontract in whole or in part for such party's convenience upon fifteen (15) days' written notice. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus the reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Section 25.01.

Section 25.2 In the event that either party (the "Defaulting Party") fails to perform or comply with any material term, condition, or obligation of this Subcontract Agreement, the non-defaulting party shall provide the Defaulting Party with written notice specifying the nature of the default. Upon receipt of notice, the Defaulting Party shall have thirty (30) days from the date of the notice to cure the default to the satisfaction of the non-defaulting party, provided such cure is reasonable under the circumstances. If the Defaulting Party does not cure within the specified period of time, the non-defaulting party shall have the right to terminate this Subcontract Agreement by providing written notice to the Defaulting Party, and the non-defaulting party shall be entitled to pursue additional remedial measures available that are reasonable under the circumstances.

Section 25.3 If Subcontractor is a Defaulting Party or voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's rights to proceed under this Subcontract by written notice. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the Site, stored off Site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Section 25.03. If the unpaid balance of the Subcontract Price, after deduction of all claims

that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (the "Total Completion Cost" which Total Completion Cost shall include but not be limited to Contractor's reasonable overhead and profit, the cost of Architect's and, if applicable, other designer's additional services, attorneys' fees and costs of fifteen percent (15%) and all other costs and charges related to the termination or the completion of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. If the Total Completion Cost exceeds the unpaid balance of the Subcontract Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

Article 26.

Inspection, Tests and Cutting and Fitting

Section 26.1 Subcontractor agrees to perform all tests and inspections called for in the Subcontract Documents and to make provisions for inspection and testing by Contractor, Prime Contractor, Owner, or Architect at the Site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Prime Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Subcontract Documents and shall not prejudice the rights of Contractor, Prime Contractor, Owner, or Architect to reject or require correction of the same.

Section 26.2 Subcontractor shall do all cutting, fitting, or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost of repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

Article 27.

Claims and Disputes; Arbitration

Section 27.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Subcontract Documents and this Subcontract, including Article 8 and this Article 27.

Section 27.2 Contractor agrees to make a good faith effort to request that Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices to Owner or Prime Contractor with respect to such claim in a timely manner.

Section 27.3 Except as provided in Section 27.04, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Subcontract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators

selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this Subcontract Agreement to arbitrate is enforceable under 9 U.S.C 1, *et seq.* The place of arbitration shall be Birmingham, Alabama. Subcontractor shall not stop, hinder, or delay the Work in any way during the pendency of arbitration.

Section 27.4 Regardless of the agreement to arbitrate set forth in Section 27.03, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, Prime Contractor, other subcontractors, or third parties against Contractor.

Article 28.

Section 28.1 Reserved.

Article 29. Miscellaneous

Section 29.1 Event of Force Majeure. Subcontractor shall not be liable for any delay or failure to perform under this Subcontract Agreement when such interruption, delay or failure results from causes beyond its reasonable control, including any strikes, lockouts or other labor difficulties, acts of any government, riot, insurrection or other hostilities, embargo, fuel or energy shortage, fire, flood, acts of God, wrecks or transportation delays, or inability to obtain necessary labor, materials or utilities. In any such event, Subcontractor's obligations hereunder shall be postponed for such time as its performance is suspended or delayed on account thereof. Subcontractor will promptly notify Contractor upon learning of the occurrence of such event of force majeure.

Section 29.2 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

Section 29.3 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Alabama, except: (a) if any provision or requirement of the Subcontract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Prime Contract is with the federal government or an agency or branch thereof, then the Subcontractor's rights to recover from

Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from Prime Contractor or Owner.

Section 29.4 No Third-Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third-party beneficiaries of this Subcontract.

Section 29.5 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Subcontract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

Section 29.6 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor or any Subcontractor with any of the provisions of the Subcontract or Subcontract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

Section 29.7 Survival of Terms. The terms of this Subcontract and the Subcontract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

Section 29.8 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Subcontract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

Section 29.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

Section 29.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract or by personal delivery to Subcontractor. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

Section 29.11 Subcontractor warrants that no statement, representation, inducement, or promise, oral or in writing, of any kind by Owner, Prime Contractor, Contractor, or Architect, not expressly made a part of the Subcontract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

Section 29.12 This Subcontract embodies the entire agreement between Contractor and Subcontractor. All bids, proposals for or acknowledgments of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Subcontract Documents, are void and of no force or effect. All negotiations, proposals, or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties,

understanding or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

CONTRACTOR:

SUBCONTRACTOR:
AMP, LLC

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

Exhibit A
Scope of Work

[Insert Proposal]

Exhibit B

Notice of Award

Project Name: _____

Name of Subcontractor: AMP Quality Energy ServicesLegal Address: PO Box 1725
Decatur, AL 35601City: Huntsville State: AL 35804 FEIN: 27-0192536Type of Work: NETA Testing

OCIP Contact: _____ Email: _____

Award Date: _____ Est. On-Site Start Date: _____ Est. Completion Date: _____

Est # of Days Onsite: _____ Contract Value: _____

Name of Contractor:

Submitted By: _____ Date: _____

Phone: _____ Email: _____

Does this subcontractor's scope of work qualify them to be an Excluded Contractor?

☐ Yes ☐ No

Does this subcontract require Professional Liability / E&O

☐ Yes ☐ No

Does this subcontract require Pollution Liability

☐ Yes ☐ No

Will the subcontractor have a crane onsite?

☐ Yes ☐ No

Purchase Order

Exhibit C

Form of Change Order

Contract Company:	Contract for:	NETA Testing
Date of Subcontract	CO created by:	
Contract Status:	Revision Number:	
Request received from:		
Designated Reviewers:	Review Date	
Invoiced Date	Paid Date:	
Reference:	Change Reason:	
Paid in Full	Executed:	
Accounting Method	Schedule Impact:	
Description:		
Attachments:		

Original Contract Sum:	
Net Change previously authorized by previous Change Orders	
Contract Sum prior to this Change Order:	
Contract Sum will be changed in the amount of:	
New Contract Sum, including this Change Order:	

Contractor

AMP

Signature

Date

Signature

Date

Exhibit D

Release of Lien