

SUBCONTRACT AGREEMENT

SUBCONTRACT NUMBER: _____ DATE: _____

SUBCONTRACTOR: _____

(Herein called "Subcontractor")

CONTRACTOR: _____

The Ross Group Construction Corporation, LLC

510 E. 2nd St. Tulsa, OK 74120

(Herein called "Contractor")

PROJECT: _____

(Herein called "Project")

OWNER: _____

(Herein called "Owner")

ARCHITECT/ENGINEER: _____

(Herein called "Architect/Engineer")

SUBCONTRACT PERFORMANCE TIME: _____

In accordance with Contractor's project schedule.

RETAINAGE AMOUNT: _____

10% unless higher amount held by the owner

PROJECT COMPLETION DATE: _____

SUBCONTRACT SUM: _____

This Subcontract Agreement (herein called "Subcontract") is made to be effective this date, by and between Wilson's Electric (herein called "Subcontractor") and The Ross Group Construction Corporation, LLC (herein called "Contractor").

WITNESSETH, Whereas, Contractor has entered into a contract with the Owner to furnish all materials, tools, and equipment, and perform all Work and labor necessary for the complete construction of Project, and Whereas, Contractor requires the services of Subcontractor to complete a portion of the Project; and Whereas, Subcontractor is engaged in the business of construction of the nature required by the Scope of Work, Article 2; and Whereas, Subcontractor represents that it has reviewed contract documents and has an adequate, competent, fully trained organization together with the necessary tools, equipment and financial resources with which it desires to perform the Scope of Work for Contractor; and Whereas, Contractor and Subcontractor desire to enter into this Subcontract for the performing of the Scope of Work under the terms and conditions as herein provided.

In consideration of the mutual covenants and agreements herein contained Contractor and Subcontractor agree as follows:

ARTICLE I. CONTRACT DOCUMENTS: Subcontractor agrees to furnish all material and perform all work as described in Article II. Scope of Work, for the project in accordance with this Subcontract and the "Contract Documents", as prepared by the Architect/Engineer. The Contract Documents are a part of this Subcontract and consist of the following:

1. Contract between the Owner and the Contractor: _____
2. Specifications: _____
3. Plans: _____
4. Addenda and amendments: _____
5. Supplements: _____

(herein collectively called "Contract Documents").

Subcontractor hereby acknowledges possession or receipt of Contract Documents, Item No. 2 through Item No. 4. Item No. 1 of the Contract Documents shall be made available to the Subcontractor for review and copying upon request. Subcontractor shall revise specifications and plans to reflect any changes made by, addenda, amendments, modifications, and/or change orders, before using for construction.

This Subcontract contains the entire agreement between Contractor and Subcontractor and supersedes all proposals and other communications. Exhibit 4 to this Subcontract shall govern in the event of conflict with any provisions in the Contract Documents. Subcontractor shall be bound to Contractor by the terms of the Contract Documents and this Subcontract, and assume toward Contractor all the obligations and responsibilities that Contractor by those documents assumes toward the Owner, including all the provisions thereof affording remedies and redress to Contractor from the Owner.

Subcontractor, hereby agrees to perform all work in accordance with the directions of Contractor to the extent that such directions are not in conflict with the Contract Documents, and further agrees that all work shall be performed by skilled and reputable mechanics, artisans, and laborers satisfactory to Contractor,

and the Work to be performed shall fully comply with the aforesaid Contract Documents, and shall meet with the approval and acceptance of Contractor, the Architect/Engineer or other representative or agent of the Owner designated in the Contract Documents.

Any provisions required to be inserted in this Subcontract by the terms of the Contract Documents shall be deemed inserted, and shall have the same force and effect as if they are physically inserted herein in their entirety.

ARTICLE II. SCOPE OF WORK: The materials and equipment to be furnished and work to be performed by the Subcontractor are:

1. The Subcontractor shall furnish all materials, tools, and equipment, and perform all work and labor necessary for the completion of the following portion(s) of Project: _____

2. Specification Sections: _____

3. Includes: _____

4. Excludes: _____

(collectively called the "Work" herein)

If this Subcontract or the Contract Documents specify that Subcontractor is responsible for the design of (i) a particular system, material, equipment, or component for Project incorporation or (ii) the means, methods, techniques, sequences, or procedures related to the Work, Subcontractor shall be responsible for strict conformance of its design with the information given and the design concept expressed in the Contract Documents. As required by applicable law and/or the Contract Documents, Subcontractor shall procure design services and necessary certifications from licensed design professionals. The signature and seal of Subcontractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Subcontractor's design professional. Contractor, Architect/Engineer, and Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by Subcontractor's design professional. Subcontractor acknowledges the Project Architect/Engineer will review and approve or take other appropriate action on Subcontractor's submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

If Subcontractor's design professional is an independent professional, the design services shall be procured pursuant to a separate written agreement between Subcontractor and the design professional. Such agreement between Subcontractor and Subcontractor's design professional shall (i) not include any limitation of liability, except to the extent that consequential damages are waived, (ii) require insurance coverages and minimum limits as required by this Subcontract or the Contract Documents, whichever is higher, and (iii) incorporate such other provisions required by the Contract Documents. Subcontractor shall notify Contractor in writing its procured design professional and if it intends to change its procured design professional at any time.

ARTICLE III. CONSTRUCTION SCHEDULE: Time is of the essence and Subcontractor shall commence and prosecute the Work with the utmost of diligence to final completion in accordance with Contractor's Construction Schedule and directions, furnishing all supervision, labor, material and equipment for forty (40) hours each calendar week or as necessary to comply with such schedule and directions. Subcontractor shall notify the Project Superintendent upon arrival and prior to leaving the job site each working day. Subcontractor's workmen shall have in their possession and reviewed the Contract Documents and submittals to such an extent so as to enable them to diligently prosecute the Work.

Subcontractor shall, upon request by Contractor, furnish all necessary information and assist in the updating of the Construction Schedule and in the coordination of the performance of the Work so as to minimize conflict or interference within the work of others. The Construction Schedule given to Subcontractor by Contractor at the beginning of the Project is to designate the amount of time allocated for the completion of each phase of the Work. It is understood and agreed that the scheduling and sequencing of all construction operations on the Project, including, but not limited to Subcontractor's Work, are at the option and discretion of Contractor. The Construction Schedule may only be modified by Contractor at its sole discretion and Subcontractor agrees to comply with any such modification(s). Subcontractor further agrees that the dates, sequencing and durations indicated in the Construction Schedule are, without the prior consent of Subcontractor, or any surety or sureties, subject to change, however minor or cardinal, at the discretion of Contractor. Upon request, Subcontractor will furnish to Contractor evidence that it has arranged for timely delivery of material and equipment.

Subcontractor expressly agrees to perform the Work in accordance with within the time limits specified in the Construction Schedule. Subcontractor also recognizes that, as provided for herein, only time extensions may be granted on account of any delay, beyond the control of Subcontractor, in the prosecution or completion of the Work. Subcontractor shall notify Contractor in writing of within two (2) working days after the commencement of such delay, stating the cause or causes of the delay and the extension of time to which Subcontractor claims it is entitled. If such notice requesting additional time is not given, Subcontractor shall be deemed to have waived any right that Subcontractor may have had to an extension of time. The decision of Contractor on Subcontractor's request for an extension of time shall be final and conclusive upon Subcontractor. If, however, as the result of any delays to Subcontractor's performance and completion of the Work not excused by Contractor in writing, Contractor shall incur additional expense(s) and/or become liable to the Owner because of Subcontractor's failure to complete the Work within the specified time limits, then Subcontractor shall indemnify and hold Contractor harmless from and against all such liability and/or additional expense(s).

ARTICLE IV. PERFORMANCE AND PAYMENT BOND: Required ☒ Subcontractor shall, upon Contractor's demand with the execution of this Subcontract, provide to Contractor separate bonds, either guaranteeing the complete performance of all work under this Subcontract and/or the payment of all indebtedness incurred in the performance of the Work, with coverage equal to the Subcontract Sum. These bond(s) shall be executed by a surety acceptable to Contractor and identified on the then current United States Department of the Treasury's List of Approved Sureties (Department Circular 570). These bond(s) shall also be in the form attached to this Subcontract and shall provide for penal sums equal to the Subcontract Sum. The penal sums on all Subcontractor bonds shall be automatically adjusted by any changes (however cardinal or minor) to the sequence, type, nature, scope or size of the Work. Subcontractor's surety waives all requirements for notice of such changes. The bonds shall not be adversely affected by any changes (however cardinal or minor) to the type, nature, scheduling, scope or size of the Work or by prepayments to Subcontractor, regardless of whether the surety has been provided prior notice thereof, and surety's prior consent thereof shall not be required. The reference to this Subcontract within the Subcontractor's performance and/or payment bond(s) shall be deemed as an express acknowledgment and consent by the surety to be bound by all duties, liabilities and obligations which Subcontractor has to Contractor, including, but not limited to those in the event of delays or time related impact damages suffered by Contractor as a result of Subcontractor's performance or failure to perform.

ARTICLE V. PERIODIC PROGRESS PAYMENTS: Contractor shall make periodic, monthly progress payments to Subcontractor for the complete and satisfactory performance of the Work (subject to any additions and/or deductions as provided herein) only after receipt of payment for the Work from the Owner. The amount of the payment shall be for the value of Work completed by Subcontractor during the previous payment period, as approved and paid for by the Owner. It is the intention of the parties that the right of Subcontractor to payment under this Subcontract and the Contract shall be limited to payments from the fund consisting solely of the amounts Owner pays to Contractor on account of Subcontractor's Work under this Subcontract. Subcontractor promises to look for payment only from that fund. Subcontractor acknowledges that it relies on the credit of Owner, not Contractor, for payment of Subcontract Work. Subcontractor agrees that payment by Owner to Contractor on account of Subcontractor's Work is a condition precedent to Contractor's obligation to pay

Subcontractor under this Subcontract. If Owner pays Contractor less than the full amount Contractor believes is due under the Contract on account of Subcontractor's Work under this Subcontract, then Contractor shall have no obligation to pay Subcontractor more than the amount it receives from Owner on account of Subcontractor's Work, less any markups or costs incurred by Contractor and to which Contractor is otherwise entitled. Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract on account of Subcontractor's Work under this Subcontract.

Subcontractor shall submit a conditional application for payment along with a Contractor approved schedule of values (collectively, "Conditional Application") to Contractor no later than the twenty-fifth (25th) day of each month, to allow Contractor sufficient time to comply with the Owner's payment requirements. Subcontractor's Conditional Application shall be subject to Owner's approval, as determined during Owner's review of Contractor's corresponding application for payment. If the Owner does not fully approve Subcontractor's Conditional Application, Subcontractor shall revise and resubmit the Conditional Application as approved by the Owner ("Owner Approved Application") within five (5) business days of receiving the Owner response. Failure to resubmit the Owner Approved Application within five (5) days will result in the application being deemed untimely and processed as part of the payment period in which the Owner Approved Application is actually received by the Contractor. If the Owner does fully approve Subcontractor's Conditional Application, the Conditional Application shall be deemed an Owner Approved Application without necessity of further action from Subcontractor. In addition to any rights, claims, or entitlements of Owner, Contractor may withhold or offset amounts otherwise due to Subcontractor as may be necessary to protect Contractor from loss, liability, or damage arising from or relating to Subcontractor or Subcontractor's performance under this Subcontract.

Progress payments will be made to Subcontractor no later than seven (7) days after receipt by the Contractor of payment from the Owner for the Subcontractor's Work, subject to withholding, offset, deduction, and other Contractor rights, set forth in this Subcontract. Acceptance of period progress payments by Subcontractor shall constitute a waiver of any and all claims by Subcontractor against Contractor, its surety, the Owner, the premises, or any project payment bond through the date covered by such payment. Any payment to the Subcontractor shall not be deemed acceptance or approval of the quality, quantity, or compliance of Subcontractor's Work covered by the payment, and Contractor reserves the right to without or offset future payment for subsequently discovered defective or non-compliant Work.

As a condition precedent to the payment of any progress or final payment, the Subcontractor shall provide to Contractor with each Owner Approved Application (i) waiver and release affidavits from Subcontractor and its subcontractors and suppliers, as set forth in Exhibit 3, covering all labor and materials provided to the Project through the period covered by the Owner Approved Application, or (ii) such other evidence as the Contractor, in its sole discretion, requires to demonstrate all charges for labor and materials provided to Subcontractor on the Project have been paid. Additionally, as a condition precedent to the payment of any progress or final payment, the Subcontractor shall provide to Contractor (i) certificate(s) of insurance in compliance with this Subcontract current through the date of the Owner Approved Application, and (ii) if applicable to the Project, certified payrolls through the date of the Owner Approved Application.

ALL APPLICATIONS FOR PAYMENT ARE TO BE SUBMITTED AS SET FORTH IN EXHIBIT 3 OF THIS SUBCONTRACT

Subcontractor shall promptly pay all costs and expenses incurred in the performance of this Subcontract as they become due and shall furnish satisfactory evidence and verification of payment when requested by Contractor. Subcontractor shall not divert any payments received to the satisfaction of obligations unrelated to the Project. Subcontractor shall hold payments from the Contractor in trust for the benefit of Subcontractor's subcontractors and suppliers, of every tier, which may have a claim to payment, and shall make payment to such subcontractors and supplier prior to any other use of the payment by Subcontractor.

Subcontractor agrees to keep the premises or Project, to which this Subcontract relates, free and clear of materialmen's and mechanic's liens, other encumbrances or claims of any nature arising from Subcontractor's actions or this Subcontract and shall, at Subcontractor's sole cost and expense, defend against any such claim, lien, suit or proceeding that may be presented or filed. Subcontractor shall, upon request of Contractor, promptly purchase and provide an appropriate surety bond relative to any such liens or encumbrances. Contractor may require, prior to making any payment, that Subcontractor deliver written releases or waivers of all rights to assert any liens, charges or claims for additional compensation upon Project.

If any sub-subcontractor, laborer or material supplier of Subcontractor or any other person acting directly or indirectly for or through Subcontractor makes any demand or other claim against the Property or Project or against any payment bond executed by Contractor as principal in connection with the Project on account of any labor, material, services, equipment or other items furnished in connection with the Work, Subcontractor shall, at Subcontractor's sole cost and expense, defend against any such payment bond claim, demand, suit or proceeding.

Subcontractor hereby grants Contractor a lien upon all materials, tools and equipment of Subcontractor at the Project site or to be used in connection with the Work as security for the satisfactory performance and completion of the Work and for payment of all other outstanding obligations of Subcontractor arising from this Subcontract or the Work.

Subcontractor shall indemnify and hold harmless Contractor, the Owner, and the property upon which the Work is being performed from all liens, demands or payment bond claims of sub-subcontractors, laborers or material suppliers of Subcontractor or any other person acting directly or indirectly for or through it arising from the performance of the Work.

Subcontractor covenants and agrees that it will not file any mechanics' liens or claims against the Project, the Property or any payment bond executed by Contractor as principal in connection with the Project on account of any labor, material, services, equipment or other items furnished by Subcontractor in performing the Work.

Contractor may, at its election, pay any amount otherwise payable to Subcontractor under this Subcontract directly to any party as may be required to satisfy Subcontractor's obligation to such party for material or equipment furnished or labor performed on the Project or Contractor may make any such payment jointly to Subcontractor and a party to whom payment is due for equipment, material or labor.

Contractor may apply any amount payable to Subcontractor under this Subcontract to the satisfaction of any obligation of Subcontractor to Contractor, whether or not such obligation arises under this Subcontract or is related to the Project, and any amount that may be payable by Contractor to Subcontractor may be applied to the satisfaction of Subcontractor's obligations under this Subcontract, whether or not Contractor's obligation to Subcontractor is related to this Subcontract or to the Project.

ARTICLE VI. FINAL PAYMENT: Final payment by Owner to Contractor shall be a condition precedent to the right of Subcontractor to receive final payment from Contractor. Final payment shall be due when the Work is fully completed and performed in accordance with the Contract Documents, including furnishing all manuals, instructions, warranties, as-built drawings, parts lists, etc. and when the Work has been accepted and paid for in full by the Owner.

Acceptance by Subcontractor of final payment shall constitute a full and final release of all claims against Contractor, the Owner, and the Project for work performed and materials furnished, regardless of whether Subcontractor shall have executed a written release.

Subcontractor's final application for payment must be received by Contractor within sixty (60) calendar days of the end of performance of the Work (not including punchlist or other remedial work or warranty work). Final applications for payment received more than sixty (60) calendar days thereafter will not be paid. Issuance of final payment shall not constitute an acceptance of defective, latently defective, or non-conforming work.

ARTICLE VII. INDEMNITY AND INSURANCE: To the fullest extent permitted by law, Subcontractor shall indemnify Contractor, Architect/Engineer and the Owner, their respective officers, directors, owners, employees, agents, insurers, sureties, and parent and affiliated entities, against any and all claims, losses, injuries, demands, actions, judgments, damages and costs and expenses of every kind and description (including, without limitation, attorneys', consultants' and experts' fees) and hold them harmless therefrom arising out of or in any way related to (i) the performance by Subcontractor of its work under this Subcontract, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) any breach of this Subcontract by Subcontractor, or (iii) any act or omission by Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, their invitees, or any person performing work directly or indirectly on behalf of Subcontractor, or (iv) arising wholly or in part out of any negligent act or omission of Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or those for whom Subcontractor is responsible. The provisions of this paragraph are binding on Subcontractor where Subcontractor is, or is alleged to be, the cause, directly or indirectly, in whole or in part, of any injury, damage or loss, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. In the event any such claim, loss, injury, demand, action, judgment, damage, cost or expense arises out of this Subcontract, Contractor shall have the right to withhold from any payments due or to become due to Subcontractor an amount sufficient, in its sole discretion, to protect and indemnify it therefrom. Subcontractor's indemnification of any or all of the persons and entities indemnified hereunder shall, however, not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to Subcontractor, its agents, representatives, Subcontractor's subcontractors or suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Nor shall Subcontractor's obligation to indemnify hereunder apply to any claim resulting solely from the act or omission of Contractor, Architect/Engineer or Owner. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which otherwise exist as to a party or person described herein.

Subcontractor shall protect, indemnify, defend and save harmless Contractor, Architect/Engineer and Owner from and against all damages and all costs and expenses, including, but not limited to, attorneys' fees, arising out of any infringement or claim of infringement on any patent or license in the use of any articles, equipment, or processes furnished or required to be furnished by Subcontractor under this Subcontract. The indemnity provisions of this Subcontract shall survive any termination of this Subcontract.

Upon the execution of this Subcontract, and before commencing the Work, Subcontractor shall furnish to Contractor certificates evidencing that Subcontractor has in effect policies of insurance proving insurance of the types and minimum coverage limits stated in Exhibit No. 1 to this Subcontract or the schedule of insurance contained in the Contract Documents, whichever is higher.

The certificates of insurance shall provide that the policies shall not be terminated or changed without thirty (30) calendar days' advance written notice to Contractor from the licensed agent or insurance company issuing the certificate.

Any insurance policy obtained by Subcontractor to fulfill the insurance requirements of the Subcontract shall name Contractor and the Owner as additional insureds (except for Workers' Compensation and Professional Liability insurance) and provide that such insurance shall be deemed primary insurance to any similar insurance Contractor or the Owner may obtain for their benefit, which shall be excess or secondary but not contributing insurance. Each such policy obtained by Subcontractor shall provide that the insurer shall defend any suit, arising out of or related to this Subcontract, against Contractor or the Owner, their officers, agents or employees. Such insurance shall provide Contractor and the Owner the right to engage their own attorneys for the purposes of defending any legal action against Contractor or the owner, their officers, agents or employees and that Subcontractor shall indemnify Contractor and the Owner for costs and expenses, including attorneys' fees, arising out of or incurred in the defense of such action.

The liability insurance coverage of Subcontractor shall include coverage for contractually assumed liability, which will include Subcontractor's undertaking of indemnification herein. The limits of such insurance shall in no way be construed as limiting Subcontractor's obligation to completely indemnify and hold harmless Contractor.

If Subcontractor shall fail to obtain or maintain in force any required insurance then Contractor may, at its sole option and with no obligation to do so, procure such insurance and deduct the cost from any amount otherwise payable to Subcontractor under this Subcontract or terminate Subcontractor's continued performance under this Subcontract in accordance with Article XIII of this Subcontract. In any event, Contractor shall in no manner incur any liability to Subcontractor or because of any defect or omission in coverage of any insurance that Contractor may elect to procure.

ARTICLE VIII. CHANGES, EXTENSIONS OF TIME AND PASS-THROUGH CLAIMS: Contractor may at any time during the progress of the Work and without the prior consent of Subcontractor or any surety make changes, however minor or cardinal, of and/or to the Work, including, without limitation, the type, scheduling, nature and/or scope or size of the Work, without invalidating this Subcontract. Before proceeding with any such change, Subcontractor shall obtain written authorization (a "Change Order") from Contractor. All Change Orders will become a part of this Subcontract, but no additional compensation, extensions of time or other changes will be recognized or paid for unless each such Change Order is authorized and approved, in writing, by Contractor. Failure to give written notice to Contractor within ten (10) calendar days after receipt of revised Contract Documents shall be construed as an agreement on the part of the Subcontractor to make any changes to the Work required thereby without additional compensation or extension of time. Contractor shall not be liable to Subcontractor for any work claimed to have been performed for the benefit of Contractor or others, unless Contractor has signed an authorization for such work.

Subcontractor expressly agrees that Subcontractor's sole remedy for any delay or acceleration of the Construction Schedule, interference or other hindrance with performance, suspension of, or other changes in the sequencing or duration(s) of the Work arising from or related to any cause whatsoever shall be an extension of time only and that Subcontractor shall make no claim or demand to the Owner or Contractor for damages, of any kind, including any for increased or impact costs and/or extended overhead on account thereof. Subcontractor further agrees that Subcontractor shall not be entitled to payment or compensation of any kind from Contractor or the Owner for any increased costs or other direct, indirect or impact damages of any kind on account of any delay, acceleration, suspension of, interference or other hindrance arising from or related to any cause whatsoever in the progress of the Work. In the event Subcontractor chooses to litigate, in court or arbitration, any such claim or demand for damages, compensation or payment of any kind and does not prevail on any such claim or demand, Subcontractor agrees that Contractor shall be entitled to recover from Subcontractor all of the fees and expenses of its attorneys and any other expenses incurred in the entire legal proceeding, regardless of whether said legal proceeding also included other claims or demands not arising from or related to any such delay, acceleration, suspension of, interference or other hindrance of any kind to the Work.

Subcontractor agrees to do no work on this Project not covered by this Subcontract for the Owner or anyone else without first obtaining written permission from Contractor.

All claims which will affect or become part of a claim which Contractor is required to make under its contract with Owner within a specified time period or in a specified manner shall be made by Subcontractor as provided herein. Subcontractor shall provide Contractor with written notice and all particulars of such a "pass-through" claim, including all supporting documentation, within 10 working days preceding the time by which Contractor's claim under its contract with the Owner must be made. Failure to submit all particulars of such a claim, including all supporting documentation, within such time shall absolve Contractor and the Owner of all obligations therefor. Any additional claims made after an initial claim is submitted to the Owner and which is based or arises out of the same event as the initial claim will not be considered and is deemed waived. Notwithstanding anything in this Subcontract or the Contract Documents to the contrary, to the extent such a claim is ultimately a claim against the Owner or the Architect/Engineer, Subcontractor agrees that Contractor shall only be liable to the Subcontractor only to the extent that Contractor actually recovers damages or receives time extensions or additional costs from Owner pertaining to such claims.

ARTICLE IX. WARRANTY: Subcontractor shall warrant the Work against all defects in materials or workmanship as called for in the Contract Documents, or if no warranty is called for, then a period of one year from the project's date of Substantial Completion, or acceptance of designated equipment, whichever is sooner. Subcontractor shall indemnify and hold harmless Contractor from any direct or consequential damages resulting from defective work.

ARTICLE X. COMPLIANCE WITH LAWS, ORDINANCES, AND CODES: The Subcontractor shall comply with all federal, state and local laws, ordinances and codes applicable to the Project, and give adequate notices relating to the Work to proper authorities, and to secure and pay for all necessary licenses or permits to carry on the Work. Subcontractor shall pay all sales and use taxes applicable to this Work, unless otherwise specifically provided for herein.

Subcontractor shall as a minimum standard of safety comply with all applicable provisions of the Occupational Safety and Health Act and all other statutory or contractual safety requirements applying to this Work. Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor, its employees, and other subcontractors and suppliers from any liability, expenditure, obligation, penalties or damages arising from the alleged violation by Subcontractor for fines, penalties, counsel fees, expenses and costs of litigation, together with corrective measures required by reason of acts of commission or omissions by Subcontractor or Subcontractor's agents, employees, suppliers and assigns, due to failure upon the part of any one or all of them to comply with any safety and health standards, and all other pertinent municipal, state or federal laws, rules, codes or regulations of any law.

Subcontractor agrees that the contract sum specified herein includes all applicable state sales taxes, excise taxes, transportation taxes, health, welfare, training and/or other fringe benefits due under any collective bargaining or other agreement, unemployment compensation taxes, old age benefits and social security taxes. In addition, Subcontractor agrees to withhold from all employed by Subcontractor withholding taxes and to pay the same to the Collector of Internal Revenue and applicable state revenue department in accordance with the state and federal laws and regulations pertaining thereto.

ARTICLE XI. CLEAN UP AND PROTECTION OF WORK: Subcontractor shall keep the building and premises reasonably clean of debris resulting from the performance of the Work. If Subcontractor fails to comply with this requirement, Contractor will perform the same and deduct the cost of such performance from any amount due to Subcontractor. Contractor shall give Subcontractor one working day verbal notice followed by written notice of noncompliance before performing the clean-up work for Subcontractor's account. Subcontractor shall leave all completed work in clean conditions and shall take all reasonable precautions for the protection of completed work from damage by others.

ARTICLE XII. ASSIGNMENT: This Subcontract or any part of it shall not be assigned or sublet without the written approval of Contractor, nor shall the right to receive any payments due under it be assigned without the written approval of Contractor. No attempt to make such an unauthorized assignment need be recognized by Contractor. The approval of or acquiescence in any assignment or subletting shall not constitute a waiver of the right of Contractor to disapprove any other proposed assignee or sub-subcontractor or to refuse to consent to any other assignment or subletting.

ARTICLE XIII. SUBCONTRACTOR'S DEFAULT – TERMINATION FOR CAUSE: If Subcontractor fails or neglects to carry out the Work in strict compliance with the Subcontract and Contract Documents or is otherwise in default of any of its obligations thereunder, and fails to commence and continue correction of such default(s) or neglect with diligence and promptness as Contractor, in its sole discretion deems necessary, Contractor may, after 48 hours following delivery to Subcontractor of written notice thereof and without prejudice to any other remedy Contractor may have, (i) supplement Subcontractor's performance with additional material, supplies, equipment or labor, pay for same and deduct the amount therefrom from any money then or thereafter due Subcontractor (if such offset is not sufficient, Subcontractor hereby agrees to pay any deficiency promptly upon demand), or (ii) terminate Subcontractor's continued performance under the Subcontract. Termination of performance may be immediate (without prior notice) in the event of conditions hazardous to persons or property. Any such termination of performance shall be deemed to be for cause.

Upon a termination of Subcontractor's continuing performance under the Subcontract for cause, Contractor may, without limitation of any other available remedies, proceed as follows: (i) direct Subcontractor to immediately leave the site, but to give possession of all materials and supplies at the Project site or stored off-site to Contractor for use in completing the Work; in the event of such a directive to leave the site, Subcontractor agrees to do so immediately, even if it disputes the grounds for the directive; Contractor shall also provide or cause to be provided such other materials, supplies, tools, equipment, machinery, labor, services and other items as Contractor, in its sole discretion, deems necessary to complete the Work; or (ii) by certified mail addressed to Subcontractor's surety, if any, require the surety to provide such materials, supplies, tools, equipment, machinery, labor, services and other items as may be necessary to complete the Work in strict compliance with the Subcontract and Contract Documents. Contractor shall apply any unpaid balance under the Subcontract to pay for all such completion costs; provided, that Contractor may first require Subcontractor or its surety, if any, to fund any anticipated excess completion costs. In all such events, if the unpaid balance of the Subcontract exceeds the costs of completing the Subcontractor's Work together with interest on such costs and together with any offsets and deductions available to the Contractor, such excess shall be paid to the Subcontractor. However, if the total of all such costs, interest, deductions and offsets exceed any such unpaid balance under the Subcontract, Subcontractor or Subcontractor's surety shall pay the difference to Contractor upon demand.

Under no circumstances shall Contractor be liable to Subcontractor for any damages, special, compensatory, punitive or otherwise, due to the breach of any express or implied duty or obligation by Contractor arising under this Subcontract.

It is recognized that if Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), or if it dissolves, dies or otherwise ceases to exist, or if it becomes insolvent or unable to pay its debts as they become due, such events could impair or frustrate Subcontractor's performance of this Subcontract. Accordingly, it is agreed that upon the occurrence of any such event, Contractor shall be entitled to make a written request of Subcontractor or its successor or surety, if any, to provide adequate assurances of future performance. Failure to comply with such a request by Contractor within 48 hours of delivery of the written request shall entitle Contractor, in addition to any other rights and remedies provided by this Subcontract or by law or equity, to (i) supplement Subcontractor's performance with additional material, supplies, equipment or labor, pay for same and deduct the amount so paid from any money then or thereafter due Subcontractor (if such offset is not sufficient, Subcontractor shall pay any deficiency promptly upon demand), or (ii) terminate Subcontractor's continued performance under the Subcontract. Such termination of performance shall be deemed to be for cause, and this article shall apply thereto.

ARTICLE XIV. ARBITRATION: Notwithstanding any provisions in the Contract Documents, neither Contractor nor Subcontractor shall have any right to compel the other to arbitrate any dispute involving a claim for money or any other dispute, unless all parties necessary to the complete determination of all rights and liabilities, including claims over against third parties, may be compelled or agree to join in and be bound by the arbitration proceedings.

ARTICLE XV. ATTORNEYS' FEES AND EXPENSES: If any proceeding shall be prosecuted, in court or in arbitration, by either party to enforce this Subcontract or to obtain money or other relief on account of the breach or non-performance of any obligation arising from this Subcontract, the parties agree that neither, as the prevailing party or otherwise, shall be entitled to recover any of its attorneys' fees, costs or other expenses incurred in the prosecution of the proceeding. To that end, the parties hereto expressly waive every statutory or other basis for the recovery of attorneys' fees, costs or other expenses in any such proceeding.

ARTICLE XVI. HEADINGS: The descriptive headings of the Articles of this Subcontract are for convenience of reference only and shall not be considered in the construction or interpretation of any provision.

ARTICLE XVII. TERMS AND PROVISIONS: The terms and provisions of this Subcontract shall extend to and be binding upon the heirs, successors, executors, administrators, trustees, and lawful assignees of the parties hereto.

ARTICLE XVIII. RISK OF LOSS: With respect to any materials delivered or installed in the Project by Subcontractor, its employees, agents and Sub-Subcontractors and suppliers, the risk of loss shall be upon Subcontractor. The complete performance of the Subcontract is at the risk of the Subcontractor until final acceptance.

ARTICLE XIX. QUALITY OF THE WORK: Subcontractor agrees to perform the Work in a good and workmanlike manner, and in accordance with the best construction practices. Skilled and reputable craftsmen and laborers shall perform the Work.

ARTICLE XX. REMOVAL OF SUBCONTRACTOR'S EMPLOYEES: At the request of Contractor, Subcontractor shall immediately remove from the Project any employee, representative, agent or any other person acting directly or indirectly for or through Subcontractor (hereinafter collectively "Person(s)"), who fails to conform to the instructions of Contractor's representative(s) in connection with the performance of any Work on the Project. Subcontractor agrees to indemnify Contractor, its officers, directors, owners, employees, agents, insurers, sureties and apparent and affiliated entities against and from any claims, losses, injuries, demands, actions, judgments, damages and costs resulting from the removal of any such Persons from the Project.

ARTICLE XXI. CONTROLLING LAW AND EXCLUSIVITY OF VENUE: This Subcontract shall be governed by and interpreted in accordance with the laws of the State of Oklahoma and Subcontractor further agrees that the venue of any action hereunder shall lie exclusively in either the District Court for Tulsa County, State of Oklahoma or in the United States District Court for Northern District of Oklahoma, as may be the case.

ARTICLE XXII. TERMINATION WITHOUT CAUSE: Contractor may at any time and without notice to any surety or sureties terminate Subcontractor's continued performance under the Subcontract for the convenience of Contractor without articulating any reason and without any default under the Subcontract. Any such termination shall be deemed to be "without cause." Upon receipt of any such notice, Subcontractor will cease all work under this Subcontract, and this Subcontract shall terminate effective as of the date such notice is received by Subcontractor. In the event of such a termination without cause and notwithstanding any other provision of the Subcontract to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive, as its entire and sole compensation, its actual costs of performing the Work to date of termination, as determined by audit of Subcontractor's records, plus verifiable cancellation charges and demobilization costs, as well as such markup for overhead and profit as Contractor, in its sole discretion, deems reasonable, but in no event shall such amounts paid and payable hereunder exceed the total Subcontract Sum. Subcontractor shall make its records available at reasonable times and places for Contractor's audit.

If Contractor is ever found to have improperly terminated Subcontractor's continued performance under this Subcontract for cause, such termination shall be automatically converted to a termination for convenience (without cause) and Subcontractor shall be limited in its recovery strictly to the compensation provided for in this article.

Under no circumstances shall Contractor be liable to Subcontractor for any damages, special, compensatory, punitive or otherwise, due to the breach of any express or implied duty or obligation by Contractor arising under this Subcontract.

If the Contract, or any portion of it, is terminated by the Owner, settlement for Subcontractor will be in accordance with Contract Documents. If no settlement provision exists, Contractor agrees to pay to the Subcontractor whatever amount attributable to this Subcontract Contractor succeeds in collecting from the Owner, less previous payments on account of Work completed by the Subcontractor up to the time of the Owner termination.

In the event that suspension of the Subcontract is ordered by Contractor because of a suspension of Contractor's contract with Owner for any reason, then receipt of payment by Contractor from Owner for such suspension of the Subcontract shall be a condition precedent to the right of Subcontractor to payment for such suspension.

ARTICLE XXIII. EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION: It is the policy of Contractor, to provide equal opportunity for employment and advancement at all levels of employment, on the basis of ability and aptitude, without regard to race, color, religion, sex, national origin, age, veteran status or handicap.

The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex or national origin.

Subcontractor shall comply with all provisions of Executive Order 11246 dated September 24, 1965, as amended and the Rehabilitation Act of 1973, as amended, and 38 USC 2012 Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended and of the rules, regulations and relevant order of the Secretary of Labor.

ARTICLE XXIV. CERTIFICATION OF NON-SEGREGATED FACILITIES: Subcontractor certifies to Contractor, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at all locations under its control where segregated facilities are permitted and maintained.

As used on this certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities, or any facility which is, in fact, segregated on the basis of race, color, creed or national origin because of habit, local custom, or otherwise. It is agreed and understood that maintaining or providing segregated facilities, or permitting employees to perform their services at any location under its

control where segregated facilities are maintained, is a violation of the Equal Opportunity Clause.

It is understood that a breach of this certificate may be grounds for termination or cancellation of the Subcontract in accordance with any order of the Secretary of Labor.

Subcontractor agrees that it has obtained, or will obtain prior to the award of any non-exempt contract, a like certification of non-segregated facilities from its subcontractors or vendors, and that it will retain such certificates in its file, and that it will forward to any subcontractor or vendor or proposed subcontractor or vendor a notice identical to that set forth above.

The penalty for the making of any false, fictitious, or fraudulent statement or representation is prescribed in 18 U.S.C. 1001.

ARTICLE XXV. MISCELLANEOUS: This Subcontract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives; provided, however, that nothing in this section shall be construed to authorize the Subcontractor to make an assignment or transfer prohibited by Article XII of this Subcontract.

No provision contained in this Subcontract shall create or give to third parties any claim of right of action against Contractor or the Owner beyond such as may legally exist in the absence of such provision.

In the event one or more of the provisions of this Subcontract or any application thereof shall be invalid, unenforceable, or illegal, the enforceability and legality of the remaining provisions and any other application thereof shall not in any way be impaired thereby. Further, any failure by Contractor to enforce any part of this Subcontract from time to time shall not operate as a waiver of that provision or any other provision herein.

ARTICLE XXVI. EXHIBITS: The following exhibits are hereby incorporated by reference and made a part of this Subcontract:

1. Insurance Requirements
2. Additional Information
3. Procore Pay Billing Process
4. General Description of Scope of Work
5. FAR Clauses as Applicable
6. Reporting Executive Compensation
7. Owner's Contract Wage Decision

To evidence their agreement, Contractor and Subcontractor have executed this Subcontract.

The Ross Group Construction Corporation, LLC

CONTRACTOR

By: _____

Printed Name: Clint Black

Title: COO

Date: _____

SUBCONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____

ANY CONTRACT BETWEEN THE PARTIES OR OTHER RIGHT TO COMPENSATION IS EXPRESSLY CONDITIONED UPON THE EXECUTION OF THIS SUBCONTRACT. CONTRACTOR RESERVES THE RIGHT NOT TO EXECUTE THIS SUBCONTRACT. UNLESS AND UNTIL CONTRACTOR EXECUTES THIS SUBCONTRACT, CONTRACTOR SHALL NOT BE BOUND BY ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN. SUBCONTRACTOR SHALL NOT BE OBLIGATED TO PERFORM ANY WORK HEREUNDER UNTIL CONTRACTOR EXECUTES THIS SUBCONTRACT. IN THE EVENT CONTRACTOR DOES NOT EXECUTE THIS SUBCONTRACT, NEITHER CONTRACTOR, NOR SUBCONTRACTOR SHALL HAVE ANY LIABILITY TO THE OTHER AND CONTRACTOR SHALL HAVE NO LIABILITY TO SUBCONTRACTOR TO MAKE PAYMENTS FOR WORK PERFORMED BY CONTRACTOR, IF ANY, OR FOR ANTICIPATED PROFITS.

EXHIBIT 1 TO SUBCONTRACT

INSURANCE REQUIREMENTS

As used in this Exhibit, "Subcontractor" shall mean Wilson's Electric, "Contractor" shall mean The Ross Group Construction Corporation, LLC, "Owner" shall mean Owner ABC, Architect/Engineer shall mean Mr. Designer, "Project" shall mean VA Austin, and "Work" shall mean the services, work, and labor performed by and/or materials, tools, and equipment furnished by the Subcontractor.

The Subcontractor shall and shall cause its tiers to purchase and maintain insurance of the following types of coverage and limits of liability, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and with an A.M. Best Rating of a least "A" and financial size of "Class VIII" or better, prior to commencement of its Work through final date of payment to Subcontractor:

- 1) Commercial General Liability ("CGL")
 - a) CGL with limits of at least: \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate limit, such General Aggregate shall apply per project.
 - b) CGL policy shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability, including without limitation, arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury, regardless of whether the operations or completed operations are by Subcontractor or its subcontractors or any person employed by them.
 - c) Subcontractor shall maintain CGL completed operations coverage for itself and the additional insured for at least 3 years after completion of the Project or the applicable statute of repose, whichever is longer.
 - d) CGL policy shall not contain an exclusion or restriction of coverage for:
 - i) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - ii) Claims for property damage to Subcontractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a subcontractor.
 - iii) Claims for bodily injury other than to employees of the insured.
 - iv) Claims for indemnity under the Subcontract Agreement arising out of injury to employees of the insured.
 - v) Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - vi) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
 - vii) Claims related to roofing, if the Work involves roofing.
 - viii) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - ix) Claims related to earth subsidence or movement, where the Work involves such hazards.
 - x) Claims related to blasting, explosion, collapse, and underground hazards, where the Work involves such hazards.
 - xi) Claims related to mold, fungi, or bacteria, where the Work involves such hazards and is not covered by a separate Pollution Policy (including, without limitation, building envelope, plumbing, HVAC, or other Work that could cause or contribute to water intrusion).
- 2) Business Auto Liability ("Auto")
 - a) Auto with limits of at least \$1,000,000 Each Accident.
 - b) Auto must include, without limitation, coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- 3) Commercial Umbrella or Excess ("Umbrella")
 - a) Umbrella with limits of at least \$2,000,000 Each Occurrence.
 - b) Umbrella must provide coverage over and follow the form of the CGL (including completed operations), Auto, and Employer policies carried by Subcontractor.
- 4) Workers Compensation and Employers Liability ("Employer")
 - a) Employer must include coverage for statutory obligations imposed by laws of the jurisdiction having authority and include stop gap coverage in monopolistic jurisdictions.
 - b) Employers with limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
 - c) If applicable to the Work, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - d) If applicable to the Work, the Maritime Coverage Endorsement shall be attached to the policy.
- 5) Professional Errors & Omissions Liability ("Professional")
 - a) If the Work involves any professional, design, or engineering services, Professional with limits of at least \$1,000,000 per claim.
 - b) Professional coverage shall include, without limitation, actual or alleged errors, omissions, or negligent acts in performing or failing to perform professional services and contractually assumed liability coverage.
 - c) If any portion of the design Work is to be performed by any person other than Subcontractor, then it shall be the responsibility of Subcontractor to require each such persons or entities to provide Contractor and Subcontractor with evidence of compliant insurance prior to commencement of their services. *[Even if another person is performing the design Work, Subcontractor should obtain its own Professional coverage.]*
 - d) The Professional shall be maintained for at least 3 years following completion of the Project or the applicable statute of repose, whichever is longer.
- 6) Pollution Liability ("Pollution")
 - a) If the Work involves any environmental remediation, the handling, disposal, or install of hazardous materials, potential risk to the environment, or losses or injury caused by hazardous materials or pollution conditions, Pollution with limits of at least \$1,000,000 per claim; written on a project basis.
 - b) Pollution coverage shall include, without limitation, the transport, dissemination, disposal, use, clean-up, remediation, or release of hazardous materials or pollutants (as such terms are defined by applicable federal, state or local laws).
 - d) Subcontractor shall maintain Pollution completed operations coverage for itself and the additional insured for at least 3 years after completion of

the Project or the statute of applicable repose, whichever is longer.

- 7) Rigger's Liability ("Rigger's")
 - a) If applicable to the Work, Rigger's with per occurrence limits of at least \$500,000 or such amount as the most expensive item or items Subcontractor may move, lift, rig, or hoist during the performance of its Work, whichever is higher.
 - b) If any portion of such rigging Work is to be performed by any person other than Subcontractor, then it shall be the responsibility of Subcontractor to require that each such persons or entities provide Contractor and Subcontractor with evidence of compliant insurance prior to commencement of their services.
- 8) Additional Insured
 - a) All required insurance policies (except Employer and Professional) shall name Contractor, Owner, Architect/Engineer, and all parties required of the Contractor, and their respective parent and affiliated entities, officers, directors, managers, owners, members, agents, and employees as additional insured. The additional insured coverage shall be as broad as the coverage provided for the named insured. The additional insured coverage shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the coverage provided by Subcontractor.
 - b) The CGL shall use ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds and shall not include any terms which make the coverage afforded to an additional insured excess to other insurance to which the additional insured is also an additional insured.
- 9) Waiver of Subrogation

Subcontractor hereby releases from any liability and waives all rights of subrogation against Contractor, Owner, and Architect/Engineer and their respective parent and affiliated entities, officers, directors, managers, owners, members, agents, employees, contractors (of any tier), and suppliers (of any tier) for recovery of damages to the extent such damages are covered, in whole or in part, by insurance policies required of Subcontractor.
- 10) Notification of Cancellation, Non-Renewal, or Material Change in Coverage

If Work is being performed for the federal government, FAR 52.228-5 Insurance – Work on a Government Installation requires all of Subcontractor's insurance policies to be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or material change in coverage of said policies and replace "will endeavor" with "must notify" in the Certificate of Insurance. For non-federal Work, all of Subcontractor's insurance policies required hereunder shall be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance of cancellation or non-renewal in coverage of said policies and Subcontractor shall be responsible for notification of any material change in coverage of said policies. Any notice hereunder shall not relieve Subcontractor of any contractual obligation to provide required coverage.
- 11) Certificates of Insurance

Subcontractor shall provide Contractor with certificates of insurance acceptable to Contractor verifying compliance with the insurance requirements at the following times: i) prior to commencement of Work, ii) upon renewal or replacement of each required policy of insurance, and iii) upon written request from Contractor. Each certificate of insurance shall include any deductible or self-insured retention over \$50,000 and an attached copy of any required additional insured, waiver of subrogation, and/or primary and non-contributory endorsement that is part of the Subcontractor's CGL and other policies requiring endorsements. Contractor's receipt of current and valid certificates of insurance shall be a condition precedent to Contractor's obligation to make any and all payments to Subcontractor.
- 12) Insurance Claims

In the event of a claim under any insurance policy naming Contractor, Owner, or other required party as an additional insured, Subcontractor shall include Contractor in all communications with the insurance claims adjuster and any payment from the insurer shall be paid directly to Contractor.
- 13) Clarifications

If the Contract Documents require different limits and/or coverages than in this Exhibit, Subcontractor shall maintain the higher limit and/or coverage. CGL and other insurance may be arranged under a single policy or by a combination of underlying policies with the balance provided by umbrella or excess coverage. The limits herein are minimums and shall in no way limit the maximum limits available under Subcontractor's policies nor limit Subcontractor's liability. Any deductible or self-insured retention for the required insurance shall be the sole responsibility of Subcontractor. Any communication or omission from Contractor regarding insurance requirements shall not amend, modify, relieve, waive, or change the insurance requirements, and Subcontractor remains solely responsible for compliance with all insurance requirements. Failure to maintain the required insurance shall be deemed a material breach.

**EXHIBIT 2 TO SUBCONTRACT
ADDITIONAL INFORMATION**

Amendments to the tax law requires that companies withhold twenty percent of any payments to recipients of dividends, interest, royalties or other payments required to be reported to the Internal Revenue Service unless the recipient of such payment has a federal identification number or social security number on file with the company making the payment.

In order to comply with regulations, thus allowing us not to withhold any money due you, we request that you complete the information and return the entire letter to our office as soon as possible.

Name of Vendor:	_____
Address:	_____ _____ _____
Check Type of Organization:	
Sole Proprietorship ()	Partnership ()
	Corporation ()
Vendor Tax I.D. Number:	_____
	Or
Social Security Number:	_____
SAM Unique Entity ID:	_____
Address that corresponds to SAM Unique Entity ID:	_____
Cage Code:	_____
Phone Number:	_____
Email Address:	_____
NAICS Code applicable to the work:	_____

Additionally, complete the following Business Size and Classification information to assist the Contractor with tracking and monitoring its business utilization goals as required on its Federal contracts. The definitions of each type of business areas are as indicated in FAR Clauses 52.219-1, 52.219-8, 52.219-9, and 52.226-2 and 13 CFR 121.

BUSINESS SIZE AND TYPE CLASSIFICATION

The Subcontractor represents, pursuant to the following that it is: (Check the applicable box or boxes).

- A. ☐ Large Business Concern (LBE) - business concern that exceeds the small business size standard for the assigned NAICS code established by the SBA as set forth in the Code of Federal Regulations, Title 13, Part 121.
- B. ☐ Small Business Concern - business concern that does not exceed the size standard established by the SBA for the assigned NAICS code.
- C. ☐ Women-Owned Small Business Concern (WOSB) – business concern at least 51% directly and unconditionally owned and controlled by one or more women who are citizens (born or naturalized) of the United States and who are economically disadvantaged.
- D. ☐ Small Disadvantaged Business Concern – a business concern at least 51% owned by one or more individuals who are both socially and economically disadvantaged.
- E. ☐ HUB Zone Small Business Concern (HUBZone SB) – business concern that meets SBA size standards, 51% owned and controlled by U.S. citizens, a Community Development Corporation, an agriculture cooperative, an Alaska Native corporation, a Native Hawaiian organization, or an Indian Tribe. Business has to be certified by the SBA.
- F. ☐ Veteran-Owned Small Business Concern (VOSB) – business concern 51% owned by one or more veterans.
- G. ☐ Service-Disabled Veteran-Owned Small Business Concern (SDVOSB) – business concern owned and operated by a veteran who suffered a disability while in the military service.
- H. ☐ Historically Black College or University/Minority Institution (HBCU/MI) - accredited academic institution whose enrollment of a single minority or a combination of minorities exceeds 50% of the total enrollment.
- I. ☐ Non-profit Institution – group organized for purposes other than generating profit and in which no part of the organization’s income is distributed to its members, directors, or officers.

- J. ☐ Foreign Business Concern – any concern other than a domestic concern. Overseas entities performing work under U.S. Government contracts.
- K. ☐ Indian Organization or Indian-owned Economic Enterprise – business concern Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51% of the enterprise.
- L. ☐ Indian Tribe Owned – entity organized for the conduct of trade or commerce with respect to which at least 50% of the property interests of the entity are owned by Indians or Indian Tribes.
- M. ☐ Alaska Native Corporation – any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act which is considered a minority and economically disadvantaged concern.
- N. ☐ 8(a) Small Business Concern - Business concern participating in SBA's 8a certified business program

The undersigned acknowledges and understands under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
Be punished by imposition of fine, imprisonment, or both;
Be subject to administrative remedies, including suspension and debarment; and
Be ineligible for participation in programs conducted under the authority of the Act.

AGREED TO AND CERTIFIED BY:

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

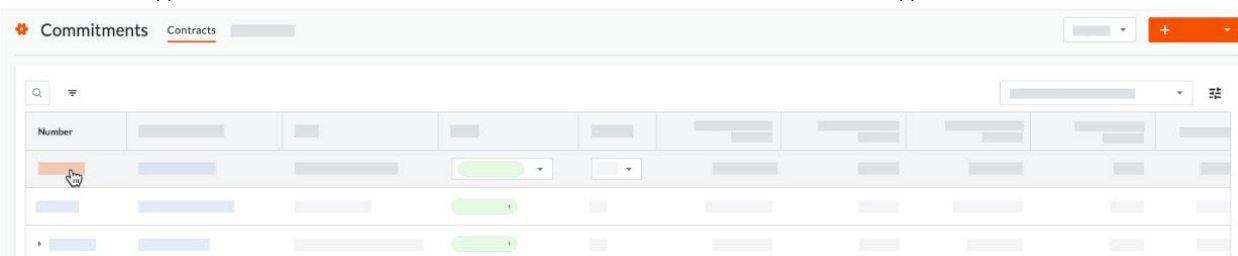
EXHIBIT 3 TO SUBCONTRACT PROCORE PAY BILLING PROCESS

All Subcontractor applications for payment/invoices must be submitted through Procore Pay before the 25th of each month. Submission through any other means will not be considered by Contractor.

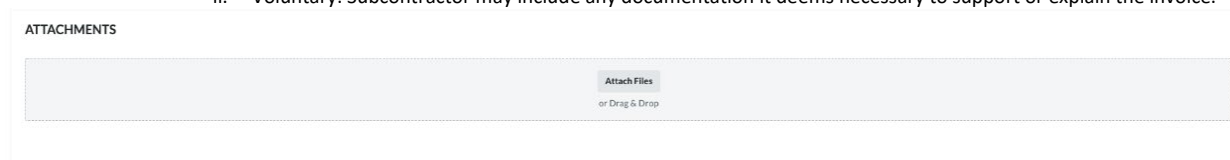
Subcontractor will receive an “Invite to Bill” email to remind Subcontractor to submit an invoice. (Ex: “[Project Name]: [Contractor POC] has invited you to bill.”) If the “Invite to Bill” email is lost, missing, or otherwise unavailable, Subcontractor can always create a new invoice for a commitment in Procore. It is solely Subcontractor’s obligation to submit applications for payment/invoices in accordance with the Subcontract.

Create a New Invoice:

1. From the Project’s home page, navigate to “Project Tools” (top of page) and under “Financial Management” click “Commitments”.
2. Locate the applicable contract in the table and click the link under “Number” column next to the applicable contract.



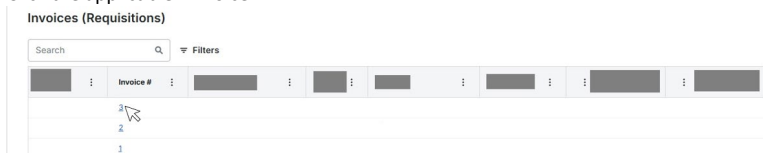
3. Click the orange “Create” button and click “Create New Invoice”.
4. Complete the necessary invoice information, “Schedule of Values”, and “Attachments”.
 - a. For the Invoice #, enter the next consecutive invoice number. (Ex: If last month was 1, use 2 for the current invoice.)
 - b. Verify the information in all fields. Procore auto fills the following dates for you.
 - i. Billing Date - Indicates the due date for the billing period.
 - ii. Period Start - Indicates the start date for the billing period.
 - iii. Period End - Indicates the end date for the billing period.
 - c. Under “Schedule of Values”
 - i. If available, click the BLUE arrow next to a “Item Number” to expand it.
 - ii. Subcontractor may enter either dollar values or percentages per “Item Number”.
 1. If a percentage is entered, Procore will automatically calculate and adjust the corresponding dollar values of the “Item Number”.
 - d. Add Attachments (bottom of page) by dragging and dropping into the Grey area or clicking “Attach Files”.
 - i. Required: As a condition to payment, the contract may require certain documentation, including without limitation, Owner waiver and releases, vendor invoices, certificate of insurance for and photos of stored materials, and/or other Owner required documentation.
 - ii. Voluntary: Subcontractor may include any documentation it deems necessary to support or explain the invoice.



5. If all necessary information has been entered and Subcontractor is ready to submit the invoice for Contractor’s review, click “Send” at the bottom on the page.
 - a. Alternatively, Subcontractor may click “Save as Draft” to save the input information and return to complete the invoice later.

Open a Saved Invoice:

1. From the Project’s home page, navigate to the “Project Tools” (top of page) and under “Financial Management” click Commitments.
2. Under the “Contracts” tab, locate the applicable contract in the table and click the “Number” link to open the applicable contract.
3. Click “Invoices” from the tabs under the name of the applicable contract.
4. Click the applicable “Invoice #”.



5. Click “Edit”; top right of the page.

After Contractor and Owner Approval of Invoice:

1. Subcontractor will automatically receive an email requesting execution of applicable conditional and/or unconditional waivers and releases for the approved invoice. (Ex: “Please sign: Conditional Waiver and Release on Progress Payment through [date] [document]”.)
2. Click the “View and Sign Lien Waiver” link in the email and follow the instructions to sign the applicable waivers and releases.

EXHIBIT 4 TO SUBCONTRACT
GENERAL DESCRIPTION OF SCOPE OF WORK

Attn:

Date:

Furnish all supervision, labor, materials, equipment, transportation, and supplies necessary to perform

Work for the Project in accordance with the Contract Documents, including, without limitation, Section(s) of the specifications, such work to include, without limitations, the following:

1. Notwithstanding anything to the contrary in the Contract Documents, the parties agree that the following provisions shall control:
 - a. In the event of any conflict between the Contract Documents and applicable governing codes, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Price as a result of making the Work so comply.
 - b. In the event of any conflict between the Contract Documents and the Subcontract Agreement, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Amount as a result of making the Work so comply.
 - c. In the event of any conflict between the Subcontract Agreement and applicable governing codes, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Amount as a result of making the Work so comply.
 - d. Onsite Contractor personnel, including but not limited to: Assistant Project Manager, Project Engineer, Superintendent, Assistant Superintendent, Quality Control Manager, and Site Safety Health Officer, do not have authority to sign for additional work.
 - e. Contractor shall not be bound to any terms and conditions contained herein until Contractor, at its sole discretion, has executed this subcontract, and as a condition precedent to Contractor executing this subcontract, subcontractor shall fully complete Contractor's prequalification process.
 - f. Provide all labor, materials, equipment, supervision, and QA/QC necessary to complete the scope of work.

Safety

1. Safety policies and procedures shall comply with governing codes and all other pertinent federal, state and/or municipal laws, rules, codes, regulations or standards or as required by owner.
2. All work shall be performed in a safe manner in compliance with OSHA regulations as in effect at any given time as well as all Owner and Contractor requirements.
3. MSDS Sheets shall be submitted for approval prior to chemical or material delivery.
4. Upon discovery of any hazardous materials, immediately stop and secure work and notify the Contractor in writing.
5. Provide waste management and documentation per Contract Documents and Contractor's Waste Management Plan.
6. All on-site employees are required to pass and adhere to Owner implemented security procedures prior to accessing the site. All necessary security documentation shall be submitted within fifteen (15) days of Subcontract Agreement date. All issued badges must be returned to Contractor on employees' final day of working onsite.
7. Dust, exhaust, and noise control as required by this scope of work per OSHA, Owner, Contractor, and governing code requirements.
8. Subcontractor's project personnel will attend a Weekly Safety Meeting as coordinated by Contractor.
9. Contractor reserves the right to undertake a search of Subcontractor's and its subcontractors' employees and their personal effects that are located on the Owner or Contractor's property (whether owned, controlled, or operated by Owner or Contractor) at any time during the performance of the Work to ascertain whether such employees are in compliance with Contractor and Owner's Drug and Alcohol Workplace Policy. Failed compliance or refusal to consent to the search will constitute cause for Contractor to immediately seek replacement of such employees and/or terminate the Subcontract Agreement.
10. All work shall be performed in accordance with the OSHA current standards, including but not limited to: 24-hour fall protection training for multiple competent personnel to be at the job site at all times when fall protection work is required.

Housekeeping

1. Clean all areas of debris, trash, food and drink containers caused by your operations on a daily basis. Failure to perform the required cleanup on a daily basis will result in a Backcharge if the work is performed by Contractor's forces.
2. Subcontractor shall keep all roads, walkways, and pathways clear of all debris generated from Subcontractor's operations. Keep project, site, and all surrounding areas free from accumulation of waste material, rubbish, construction debris and construction materials.
3. Smoking or use of other tobacco products shall only be permissible in Contractor designated areas.
4. Delivery and off-load of any and all material for subcontractors scope of work, including providing equipment and protection of stored materials. Subcontractor shall be responsible for the storage and security of material. Material shall be stored to keep free from damage. Damage occurring to material stored on site shall be the responsibility of the Subcontractor. Provide documentation of material condition and quantities to Contractor by close of business the day of delivery.
5. Coordinate storage of material with Contractor, in the event little to no storage is available Subcontractor will store off-site until material is needed on site per the Contract Schedule.
6. Subcontractor is responsible for Subcontractor's temporary office utilities, offices, data, storage, and parking provisions.
7. Dewatering as required for scope of work.

Quality Control

1. Subcontractor shall, within ten (10) calendar days from the date of this Subcontract, submit all shop drawings, brochures, data and samples as required by the Contract Documents or needed to carry on the work without delay, and shall provide sufficient copies to meet the requirements of Contractor, Owner and the Architect/Engineer per specifications referenced in Article II.

2. Subcontractor shall submit close-out documents including, but not limited to: all warranties, guarantees, maintenance manuals, redline markups, training, punch list completion and operating manuals prior to completion of fifty percent (50%) of Subcontractor's work.
3. Subcontractor shall include in their schedule of values, submitted with every application for payment, a line item for "Approved Submittals" and "Approved Closeout Documents", which shall be deemed Work paid in accordance with the Subcontract and not retainage or any other withholding. The line items value for "Approved Submittals" shall be equal to 5% of the Subcontract Sum and the line items value for "Approved Closeout Documents" shall be equal to 5% of the Subcontract Sum.
4. Subcontractor shall review for compliance with the Contract Documents, approve, and submit to the Contractor (or to such person or within such software as directed by Contractor) shop drawings, product data, samples, safety and environmental plans, training, certifications, and similar submittals required by the Contract Documents in accordance with a submittal schedule approved by Contractors, or in the absence of an approve submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Project, the Work, the activities of Contractor, its subcontractors and suppliers, or the Owner. Project delays due to Subcontractor's failure to comply with this paragraph shall be the responsibility of Subcontractor.
5. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved, (2) determined and verified materials, field measurements, and field construction criteria related thereto, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
6. Submit one (1) copy of the Standard Form 1413 via email to the certified payroll specialist listed on the contact sheet signed by a company officer. Subcontractors and Sub-tier subcontractors SF1413s must be submitted prior to submission of an application for payment, Certified Payrolls are due weekly; verify with the certified payrolls specialist that Subcontractors and sub-tier subcontractors certified payrolls are in compliance through the date of the application for payment. Contractor will not issue payment for Application for Payment if the Certified Payrolls are not current through the date of the subject application for payment.
7. Provide manufacturers confirmation of delivery dates for all equipment.
8. Provide suppliers confirmation of delivery dates for all material and equipment within fifteen (15) days of contract execution.
9. Attend all pre-construction, preparatory, construction progress, and other meetings as required by the Contract Documents. The competent person(s) shall attend all meetings as well as other personnel identified in the Contract Documents and/or as directed by the Contractor.
10. Subcontractor to provide Subcontractors site personnel with a complete set of current drawings, specifications, and project schedule onsite.
11. Subcontractor is responsible for distributing all updated drawings, supplemental instructions, RFIs, changes, and any other correspondence to its field staff. Any rework required stemming from outdated on-site Contractor Documents shall be the responsibility of the Subcontractor.
12. Subcontractor acknowledges that it has taken steps necessary to ascertain the nature and locations of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.
13. Complete subcontractor daily reports and submit on a daily basis by close of the same business day.
14. Update of Contractor's redline drawings on a weekly basis.
15. Identify any discrepancy in the drawings, specifications, and existing conditions within ten (10) days of contract execution and provide to Contractor in writing.
16. Subcontractor shall take reasonable precautions not to damage other subcontractors work, Subcontractor shall be responsible for any and all damages.
17. Subcontractor will pay for the cost of re-work and re-inspection fees as a result of testing or inspection failure.
18. Subcontractor shall prepare and complete its own punchlist prior to requesting Contractor inspection.
19. Subcontractor's work shall not be considered complete until approved by Contractor and Owner.
20. Provisions shall be taken to provide rough-in and final connection to any owner furnished equipment per shop drawings, manufacturers instructions, governing codes, and Contract Documents.
21. Coordination with other trades through Contractor as required.
22. Subcontractor plans to procure labor, materials, and/or equipment from the following lower tier contractors or vendors for this Project, and if such list changes, whether by addition or removal, Subcontractor shall provide Contractor written notice of such change prior to any new lower tier contractor or vendor providing labor, materials, and/or equipment for this Project.

Schedule

1. The normal working hours for the project are 7:00 AM to 5:00 PM Monday through Friday. Deviation from referenced working hours requires approval by the Superintendent. Seven (7) calendar day notice is to be provided for work to be performed during other than normal working hours.
2. Subcontractor shall submit a schedule of values to be approved by Contractor within ten (10) days of receipt of Subcontract.
3. Perform work in areas as directed by Contractor.
4. Subcontractor understands the schedule may indicate activities progressing in different areas of the Project simultaneously and will provide adequate manpower to meet the schedule requirements.
5. All trips and mobilizations as required for completion of work in accordance with construction schedule.
6. Subcontractor shall keep full and detailed records on the progress of material and equipment procured under this Subcontract for the Project. Records shall include, without limitation, documentation directly from the seller, manufacturer, and carrier verifying the order, manufacture, and transit details for all material and equipment valued greater than \$5,000.00 and/or with a lead time greater than 2 weeks. Upon request from Contractor, Subcontractor shall provide any such material and equipment records within 48 hours.

Scope:

AGREED TO AND CERTIFIED BY:

Subcontractor	
By:	
Printed Name:	
Title:	
Date:	

EXHIBIT 5 TO SUBCONTRACT
FAR CLAUSES AS APPLICABLE

A. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

This Exhibit is a compilation of Contract clauses, certifications, and representations, which are a part of the Contract Documents, and may require action by Subcontractor and lower-tier subcontractors. When applicable, these clauses are incorporated into this Subcontract and may further be required in lower tier subcontracts.

Subcontractor should review all applicable certifications and engage legal counsel to advise of the same.

B. INCORPORATION OF PROVISIONS/CLAUSES

The clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contract Disputes Act shall have no application to this Subcontract, except as necessary to give effect to the foregoing Articles contained in this Subcontract, *supra*. The resolution of any claim or other dispute shall be governed by the foregoing Articles contained in this Subcontract, *supra*.

C. GOVERNMENT SUBCONTRACT

This Subcontract is entered into by the Parties in support of a U.S. Government contract.

As used in the clauses referenced below and otherwise in this Subcontract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101
2. "Contract" means this Subcontract.
3. "Contractor" means Subcontractor, as defined in this Subcontract, acting as the immediate (first tier) subcontractor to Contractor.
4. "Prime Contract" means the contract between Contractor and the Owner or between Contractor and any higher-tier contractor who has a contract with the Owner.
5. "Subcontract" means any contract placed by Contractor or lower-tier subcontractors under this Subcontract.

D. NOTES

1. Substitute "Contractor" for "Government" or "United States" as applicable.
2. Substitute "Contractor" for "Contracting Officer", "Administrative Contracting Officer", and "ACO".
3. Insert "and Contractor" after "Government" or "Contracting Officer" as appropriate.
4. Insert "or Contractor" after "Government".
5. Communication/notification required under this clause from/to Subcontractor to/from the Contracting Officer shall be through Contractor.

E. AMENDMENTS REQUIRED BY PRIME CONTRACT

Subcontractor agrees that upon the request of Contractor it will negotiate in good faith with Contractor relative to amendments to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Contractor may reasonably deem necessary in order to comply with the provisions of the Prime Contract and any amendments to the Prime Contract, which may occur from time to time. Any such amendment to this Subcontract shall be made pursuant to Article VIII of this Subcontract and shall be at no additional cost and/or time to Contractor unless Contractor actually recovers cost and/or time from the Government pertaining to such amendment.

F. FAR FLOWDOWN PROVISIONS/CLAUSES

The following FAR clauses and provisions are herein incorporated by reference into this Subcontract:

- (a) 29 C.F.R. 471; NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS; (AUG 2009);
- (b) 48 C.F.R. 52.230-3; GRATUITIES (APR 1984);
- (c) 48 C.F.R. 52.203-5; COVENANT AGAINST CONTINGENT FEES (MAY 2014);
- (d) 48 C.F.R. 52.203-6; RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020);
- (e) 48 C.F.R. 52.203-7; ANTI-KICKBACK PROCEDURE (JUN 2020);
- (f) 48 C.F.R. 52.203-8; CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014);
- (g) 48 C.F.R. 52.203-10; PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014);
- (h) 48 C.F.R. 52.203-11; CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (SEP 2007);
- (i) 48 C.F.R. 52.203-12; LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020);
- (j) 48 C.F.R. 52.203-13; CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021);
- (k) 48 C.F.R. 52.203-14; DISPLAY OF HOTLINE POSTERS (NOV 2021);
- (l) 48 C.F.R. 52.203-15; WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010);
- (m) 48 C.F.R. 52.203-17; CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT (NOV 2023);
- (n) 48 C.F.R. 52.203-19; PROVISION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY (JAN 2017)
- (o) 48 C.F.R. 52.204-2; SECURITY REQUIREMENTS (MAR 2021);
- (p) 48 C.F.R. 52.204-7; CENTRAL CONTRACTOR REGISTRATION (OCT 2018);
- (q) 48 C.F.R. 52-204-8; ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2024);
- (r) 48 C.F.R. 52-204-9; PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2024);
- (s) 48 C.F.R. 52.204-10; REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020);
- (t) 48 C.F.R. 52.204-14; SERVICE CONTRACT REPORTING REQUIREMENTS (APPLIES TO CONTRACTS GREATER THAN \$2.5M) (OCT 2016);
- (u) 48 C.F.R. 52.204-18; COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020);
- (v) 48 C.F.R. 52.204-23; PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023);
- (w) 48 C.F.R. 52.204-25; PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS (NOV 2021);
- (x) 48 C.F.R. 52.204-27; PROHIBITION ON A BYEDANCE COVERED APPLICATION (JUN 2023);
- (y) 48 C.F.R. 52.204-30; FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (DEC 2023);
- (z) 48 C.F.R. 52.209-6; PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING (NOV 2021);

(aa) 48 C.F.R. 52.211-15; DEFENCE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008);

(bb) 48 C.F.R. 52.215-2; AUDIT AND RECORDS – NEGOTIATION (JUN 2020);

(cc) 48 C.F.R. 52.215-10; PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011);

(dd) 48 C.F.R. 52.215-11; PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020);

(ee) 48 C.F.R. 52.215-12; SUBCONTRACTOR COST OR PRICING DATA (JUN 2020);

(ff) 48 C.F.R. 52.215-13; SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (JUN 2020);

(gg) 48 C.F.R. 52.215-15; PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010);

(hh) 48 C.F.R. 52.215-18; REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005);

(ii) 48 C.F.R. 52.215-19; NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997);

(jj) 48 C.F.R. 52.215-21; REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (NOV 2021) [APPLICABLE ALTERNATE, IF ANY];

(kk) 48 C.F.R. 52.214-26; AUDIT AND RECORDS-SEALED BIDDING (JUN 2020);

(ll) 48 C.F.R. 52.214-27; PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS—SEALED BIDDING (JUN 2020);

(mm) 48 C.F.R. 52.214-28; SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS – SEALED BIDDING (JUN 2020);

(nn) 48 C.F.R. 52.219-8; UTILIZATION OF SMALL BUSINESS CONCERNS (FEB 2024);

(oo) 48 C.F.R. 52.222-4; CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAY 2018);

(pp) 48 C.F.R. 52.222-6; DAVIS-BACON ACT (AUG 2018);

(qq) 48 C.F.R. 52.222-7; WITHHOLDING OF FUNDS (MAY 2014);

(rr) 48 C.F.R. 52.222-8; PAYROLLS AND BASIC RECORDS (JUL 2021);

(ss) 48 C.F.R. 52.222-9; APPRENTICES AND TRAINEES (JUL 2005);

(tt) 48 C.F.R. 52.222-10; COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988);

(uu) 48 C.F.R. 52.222-11; SUBCONTRACTS (LABOR STANDARDS) (MAY 2014);

(vv) 48 C.F.R. 52.222-12; CONTRACT TERMINATION – DEBARMENT (FEB 1988);

(ww) 48 C.F.R. 52.222-13; COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (MAY 2014);

(xx) 48 C.F.R. 52.222-14; DISPUTES CONCERNING LABOR STANDARDS (FEB 1988);

(yy) 48 C.F.R. 52.222-15; CERTIFICATION OF ELIGIBILITY (MAY 2014);

(zz) 48 C.F.R. 52.222-21; PROHIBITION OF SEGREGATED FACILITIES (APR 2015);

(aaa) 48 C.F.R. 52.222-25; AFFIRMATIVE ACTION COMPLIANCE (APR 1984);

(bbb) 48 C.F.R. 52.222-26; EQUAL OPPORTUNITY (SEPT 2016);

(ccc) 48 C.F.R. 52.222-27; AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015);

(ddd) 48 C.F.R. 52.222-34; PROJECT LABOR AGREEMENT (JAN 2024);

(eee) 48 C.F.R. 52.222-35; EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUN 2020);

(fff) 48 C.F.R. 52.222-36; AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020);

(ggg) 48 C.F.R. 52.222-37; EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (JUN 2020);

(hhh) 48 C.F.R. 52.222-40; NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(iii) 48 C.F.R. 52.222-41; SERVICE CONTRACT ACT OF 1965 (AUG 2018);

(jjj) 48 C.F.R. 52.222-50; COMBATING TRAFFICKING IN PERSONS (NOV 2021);

(kkk) 48 C.F.R. 52.222-54; EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022);

(lll) 48 C.F.R. 52.222-55; MINIMUM WAGES UNDER EXECUTIVE ORDER 14026 (JAN 2022);

(mmm) 48 C.F.R. 52.222-60; PAYCHECK TRANSPARENCY (OCT 2016);

(nnn) 48 C.F.R. 52.222-62; PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022);

(ooo) 48 C.F.R. 52.223-15; ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007);

(ppp) 48 C.F.R. 52.223-17; AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS' (MAY 2008);

(qqq) 48 C.F.R. 52.223-18; CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010);

(rrr) 48 C.F.R. 52.223-19; COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011);

(sss) 48 C.F.R. 52.224-2; PRIVACY ACT (APR 1984)

(ttt) 48 C.F.R. 52.225-9/11; BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)(AS APPLICABLE);

(uuu) 48 C.F.R. 52.225-13; RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008);

(vvv) 48 C.F.R. 52.225-21; REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS (FEB 2021);

(www) 48 C.F.R. 52.225-22; NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS (MAR 2009);

(xxx) 48 C.F.R. 52.225-24; NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS – BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2021);

(yyy) 48 C.F.R. 52.226-1; UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000);

(zzz) 48 C.F.R. 52.226-7; DRUG-FREE WORKPLACE (MAY 2024);

(aaaa) 48 C.F.R. 52.226-8; ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024);

(bbbb) 48 C.F.R. 52.227-1; AUTHORIZATION AND CONSENT (JUN 2020);

(cccc) 48 C.F.R. 52.227-2; NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT (JUN 2020);

(dddd) 48 C.F.R. 52.228-5; INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(eeee) 48 C.F.R. 52.230-2; COST ACCOUNTING STANDARDS (JUN 2020);

(ffff) 48 C.F.R. 52.230-3; DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020);

(gggg) 48 C.F.R. 52.230-7; PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005);

(hhhh) 48 C.F.R. 52.232-27; PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017);

(iv) 48 C.F.R. 52.232-40; PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS (MAY 2023);

(jjjj) 48 C.F.R. 52.232-99; PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS CONTRACTORS (DEVIATION) (MAR 2023)

(kkkk) 48 C.F.R. 52.236-13; ACCIDENT PREVENTION ALTERNATE I (NOV 1991);

(llll) 48 C.F.R. 52.244-6; SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2024);

(mmmm) 48 C.F.R. 52.245-1; GOVERNMENT PROPERTY (SEP 2021);

(nnnn) 48 C.F.R. 52.246-21; WARRANTY OF CONSTRUCTION (MAR 1994);

(oooo) 48 C.F.R. 52.247-64; PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS (NOV 2021);

(pppp) 48 C.F.R. 52.248-3; VALUE ENGINEERING-CONSTRUCTION (OCT 2020);

(qqqq) 48 C.F.R. 52.249-2 ALT I; TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-) (APR 2012);
(rrrr) 48 C.F.R. 52.249-10; DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984);

G. FULL TEXT OF FAR FLOWDOWN PROVISIONS/CLAUSES

Upon Subcontractor's request, the full text of the FAR Flowdown Clauses, incorporated by reference into this Subcontract in subsection F, will be provided. Additionally, Subcontractor may access the full text of the FAR provisions and clauses at <https://www.acquisition.gov/far/>.

H. DFARS FLOWDOWN PROVISIONS/CLAUSES

The following DFARS clauses and provisions are herein incorporated by reference into this Subcontract:

- (a) 48 C.F.R. 252.204-7000; DISCLOSURE OF INFORMATION (OCT 2016);
- (b) 48 C.F.R. 252.204-7003; CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992);
- (c) 48 C.F.R. 252.209-7004; SUBTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY;
- (d) 48 C.F.R. 252.223-7006; PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014);
- (e) 48 C.F.R. 252.225-7001; BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (FEB 2024);
- (f) 48 C.F.R. 252.225-7002; QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022);
- (g) 48 C.F.R. 252.225-7013; DUTY FREE ENTRY (NOV 2023);
- (h) 48 C.F.R. 252.204-7020; NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023);
- (i) 48 C.F.R. 252.225-7031; SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005);
- (j) 48 C.F.R. 252.225-7043; ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (APPLIES TO CONTRACTS THAT REQUIRE PERFORMANCE OR TRAVEL OUTSIDE THE UNITED STATES; DOES NOT APPLY TO CONTRACTS WITH FOREIGN GOVERNMENTS, REPRESENTATIONS OF FOREIGN GOVERNMENTS, OR FOREIGN CORPORATIONS WHOLLY OWNED BY FOREIGN GOVERNMENTS) (JUN 2015);
- (k) 48 C.F.R. 252.225-7048; EXPORT-CONTROLLED ITEMS (JUN 2013)
- (l) 48 C.F.R. 252.226-7001; UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023);
- (m) 48 C.F.R. 252.231-7000; SUPPLEMENTAL COST PRINCIPLES (DEC 1991);
- (n) 48 C.F.R. 252.235-7010; ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (APPLIES TO SOLICITATIONS AND CONTRACTS FOR RESEARCH AND DEVELOPMENT) (MAY 1995);
- (o) 48 C.F.R. 252.235-7011; FINAL SCIENTIFIC OR TECHNICAL REPORT (APPLIES TO SOLICITATIONS AND CONTRACTS FOR RESEARCH AND DEVELOPMENT) (DEC 2019);
- (p) 48 C.F.R. 252.236-7000; MODIFICATION PROPOSALS-PRICE BREAKDOWN (DEC 1991);
- (q) 48 C.F.R. 252.236-7005; AIRFIELD SAFETY PRECAUTIONS (DEC 1991);
- (r) 48 C.F.R. 252.236-7013; REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (JAN 2023);
- (s) 48 C.F.R. 252.244-7000; SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (NOT APPLICABLE TO SOLICITATIONS AND CONTRACTS FOR COMMERCIAL ITEMS) (NOV 2023);
- (t) 48 C.F.R. 252.246-7001; WARRANTY OF DATA (MAR 2014);
- (u) 48 C.F.R. 252.246-7004; SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010);
- (v) 48 C.F.R. 252.246-7008; SOURCES OF ELECTRONIC PARTS (JAN 2023)
- (w) 48 C.F.R. 252.247-7023; TRANSPORTATION OF SUPPLIES BY THE SEA (JAN 2023);
- (x) 48 C.F.R. 252.247-7024; NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000);
- (y) 48 C.F.R. 252.294-7005; ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001).
- (z) 48 C.F.R. 252.215-7000; PRICING ADJUSTMENTS (DEC 1991).
- (aa) 48 C.F.R. 252.203-7000; REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011);
- (bb) 48 C.F.R. 252.203-7001; PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES JAN 2023);
- (cc) 48 C.F.R. 252.203-7002; REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022);
- (dd) 48 C.F.R. 252.203-7004; DISPLAY OF HOTLINE POSTERS (JAN 2023);
- (ee) 48 C.F.R. 252.209-7004; SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COMPANY (MAY 2019);
- (ff) 48 C.F.R. 252.223-7004; DRUG-FREE WORK FORCE (NOT APPLICABLE FOR COMMERCIAL ITEMS OR ANY PART OF A CONTRACT PERFORMED OUTSIDE OF THE UNITED STATES) (SEPT 1988);
- (gg) 48 C.F.R. 252.223-7006; PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR (SEP 2014);
- (hh) 48 C.F.R. 252.223-7008; PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2023);
- (ii) 48 C.F.R. 252.225-7012; PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022);
- (jj) 48 C.F.R. 252.242-7004; MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011);
- (kk) 48 C.F.R. 252.243-7001; PRICING OF CONTRACT MODIFICATIONS (DEC 1991);
- (ll) 48 C.F.R. 252.243-7002; REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2022);
- (mm) 48 C.F.R. 252.219-7003; SMALL BUSINESS SUBCONTRACTING PLAN (DEC 2019);
- (nn) 48 C.F.R. 252.219-7004; SMALL BUSINESS SUBCONTRACTING PLAN (DEC 2022);
- (oo) 48 C.F.R. 252.226-7001; UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APPLIES TO SOLICITATIONS AND CONTRACTS FOR SUPPLIES OR SERVICES) (JAN 2023);
- (pp) 48 C.F.R. 252.205-7000; PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (JUN 2023).

I. FULL TEXT OF DFARS FLOWDOWN PROVISIONS/CLAUSES

Upon Subcontractor's request, the full text of the DFARS Flowdown Clauses, incorporated by reference into this Subcontract in subsection H, will be provided. Additionally, Subcontractor may access the full text of the DFARS provisions and clauses at <http://www.acquisition.gov/content/regulations>.

J. GSAR FLOWDOWN PROVISIONS/CLAUSES

The following GSAR clauses and provisions are herein incorporated by reference into this Subcontract:

- (a) 48 C.F.R. 552.215-70; EXAMINATION OF RECORDS BY GSA; (JUN 2016);
- (b) 48 C.F.R. 552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016);
- (c) 48 C.F.R. 552.236-71; CONTRACTOR RESPONSIBILITIES (MAR 2019);

(d) 48 C.F.R. 552.246-72 FINAL INSPECTION AND TESTS (SEP 1999).

K. FULL TEXT OF GSAR FLOWDOWN PROVISIONS/CLAUSES

Upon Subcontractor's request, the full text of the GSAR Flowdown Clauses, incorporated by reference into this Subcontract in subsection J, will be provided or can be found at <http://www.acquisition.gov/content/regulations>.

L. NFS/KSC FLOWDOWN PROVISIONS/CLAUSES

- (a) 48 C.F.R. 1852.203-71; REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUL 2023);
- (b) 48 C.F.R. 1852.204-76; SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEVIATION 21-01B) (SEP 2024);
- (c) 48 C.F.R. 1852.223-70; SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)
- (d) 48 C.F.R. 1852.223-71; AUTHORIZATION FOR RADIO FREQUENCY USE (APR 2015)
- (e) 48 C.F.R. 1852.225-70; EXPORT LICENSES (FEB 2000);
- (f) 48 C.F.R. 1852.225-71; RESTRICTION ON FUNDING ACTIVITIES WITH CHINA (DEVIATION 12-01A) (FEB 2012);
- (g) 48 C.F.R. 1852.237-72; ACCESS TO SENSITIVE INFORMATION (JUN 2005);
- (h) 48 C.F.R. 1852.237-73; RELEASE OF SENSITIVE INFORMATION (JUN 2005);
- (i) 48 C.F.R. 1852.243-72; EQUITABLE ADJUSTMENTS (APR 1998);
- (j) KSC 52.222-6; SPECIAL ENCLAVE STATUS FOR KENNEDY SPACE CENTER (OCT 2023);
- (k) KSC 52.223-121; REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (OCT 2023);
- (l) Pursuant to 48 C.F.R. 1852.223-70; SAFETY AND HEALTH (JAN 2018);

M. FULL TEXT OF NFS FLOWDOWN PROVISIONS/CLAUSES

Upon Subcontractor's request, the full text of the NFS Flowdown Clauses, incorporated by reference into this Subcontract in subsection L, will be provided or can be found at <http://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

N. PRIME CONTRACT FULL TEXT FLOWDOWN PROVISIONS/CLAUSES

When applicable, the following clauses are incorporated into this Subcontract and may further be required in lower tier subcontracts.

RIGHTS OF EMPLOYEES UNDER THE NATIONAL LABOR RELATIONS ACT

It is the policy of the United States to encourage collective bargaining and protect the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid and protection.

Under federal law, you have the right to:

- A. Organize a union to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- B. Form, join or assist a union.
- C. Bargain collectively through a duly selected union for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- D. Discuss your terms and conditions of employment with your co-workers or a union; join other workers in raising work-related complaints with your employer, government agencies, or members of the public; and seek and receive help from a union subject to certain limitations.
- E. Take action with one or more co-workers to improve your working conditions, including attending rallies on non-work time, and leafleting on non-work time in non-work areas.
- F. Strike and picket, unless your union has agreed to a no-strike clause and subject to certain other limitations. In some circumstances, your employer may permanently replace strikers.
- G. Choose not to do any of these activities, including joining or remaining a member of a union.

It is illegal for your employer to:

- A. Prohibit you from soliciting for the union during non-work time or distributing union literature during non-work time, in non-work areas.
- B. Question you about your union support or activities.
- C. Fire, demote, or transfer you, or reduce your hours or change your shift, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in other activity for mutual aid and protection, or because you choose not to engage in any such activity.
- D. Threaten to close your workplace if workers choose a union to represent them.
- E. Promise or grant promotions, pay raises, or other benefits to discourage or encourage union support.
- F. Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace except under special circumstances, for example, as where doing so might interfere with patient care.
- G. Spy on or videotape peaceful union activities and gatherings or pretend to do so.

It is illegal for a union or for the union that represents you in bargaining with your employer to:

- A. discriminate or take other adverse action against you based on whether you have joined or support the union.

If your rights are violated:

- A. Illegal conduct will not be permitted. The National Labor Relations Board (NLRB), an agency of the United States government, will protect your right to a free choice concerning union representation and collective bargaining and will prosecute violators of the National Labor Relations Act. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits and may order an employer or union to cease violating the law. The NLRB can only act, however, if it receives information of unlawful behavior within six months.
- B. If you believe your rights or the rights of others have been violated, you must contact the NLRB within six months of the unlawful treatment. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's Web site: <http://www.nlr.gov>. Click on the NLRB's page titled About Us, which contains a link, Locating Our Offices. You can also contact the NLRB by calling toll-free: 1-866-667-NLRB (6572) or (TTY) 1-866-315-NLRB (1-866-315-6572) for hearing impaired.

Safeguarding and Dissemination of Sensitive but Unclassified (SBU) Building Information.

This clause applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

- a) Marking SBU. Contractor-generated documents that contain building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the Contracting Officer (CO) may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.
- b) Authorized recipients.
 1. Building information designated SBU must be protected with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Those with a need to know may include Federal, State and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov and have a legitimate business need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor shall keep this information related to the subcontractor for the duration of the contract and subcontract.
 2. All GSA personnel and Contractors must be provided SBU building information when needed for the performance of official Federal, State, and local government functions, such as for code compliance reviews and for the issuance of building permits. Public safety entities such as fire and utility departments may require access to SBU building information on a need to know basis. This clause must not prevent or encumber the dissemination of SBU building information to public safety entities.
- c) Dissemination of SBU building information:
 1. By electronic transmission. Electronic transmission of SBU information outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules per GSA policy.
 2. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include, but are not limited to CDs, DVDs, and USB drives. Nonelectronic forms of SBU building information include paper documents, among other formats.
 - (1) By mail. Contractors must utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - (2) In person. Contractors must provide SBU building information only to authorized recipients with a need to know such information. Further information on authorized recipients is found in Section 2 of this clause.
- d) Record keeping. Contractors must maintain a list of all entities to which SBU is disseminated, in accordance with sections 2 and 3 of this clause. This list must include at a minimum: (1) the name of the State, Federal, or local government entity, utility, or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.
- e) Safeguarding SBU documents. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those Individuals having a legitimate business need to know such information. GSA contractors and subcontractors must not take SBU building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a legitimate business need to know.
- f) Destroying SBU building information. When no longer needed, SBU building information must be destroyed so that marked information is rendered unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within GSA CIO IT Security 06-32, Media Sanitization Guide and Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization. Alternatively, SBU building information may be returned to the CO.
- g) Notice of disposal. The contractor must notify the CO that all SBU building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 6 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term. The contractor may return the SBU documents to the CO rather than destroying them.
- h) Incidents. All improper disclosures of SBU building information must be immediately reported to the CO at <insert address and contact information. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
- i) Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.28 GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy

11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

NFS 1852.204-76; Security Requirements for Unclassified Information Technology Resources (DEVIATION 21-01B) (SEP 2024)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the contract. The NASA data requirements description (DRD), "Security Requirements for Unclassified Information Technology Resources," defines specific implementation requirements for the clause. For policy information considered sensitive, the documents will be identified as such in the contract and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) Federal information system (FIS). The term "Federal information system" means an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency (40 U.S.C. §11331)

(4) Information System Security Plan (i.e., System Security Plan, IT Security Plan, or Security Plan) A formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

(d) Contractors that process, store, or transmit federal information or operate information systems on behalf of the federal government shall meet the same security and privacy requirements as federal agencies. The contractor shall develop and submit an Information System Security Plan when operating a FIS or maintaining or collecting information for the purpose of processing, storing, or transmitting Federal information, and those activities are not incidental to providing a service or product to the Government. Such FIS plans are to be accomplished in accordance with the current version of NASA Procedural Requirements (NPR) 2810.1 Security of Information and Information Systems. The security plan and Authorization to Operate (ATO) shall be in place before any system may operate in the NASA environment. When the contractor does not operate a FIS but receives, process, transmits, or stores NASA information in performance of the contract, the contractor shall attest to the ability to secure NASA information within its own IT /information system.

(e) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime. The contractor shall report immediately upon notification any incident involving NASA information on nonfederal (contractor) systems.

(f) The contractor shall provide the name and contact information for the contractor's IT Security point of contact during phase in of the contract. Contractor employees requiring physical access to NASA facilities or electronic access to NASA systems shall complete the NASA Cybersecurity and Privacy Awareness Training.

(g) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

FAR 52.222-99 Establishing a Minimum Wage for Contractor (JUL 2014) (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

- a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.
- b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

- c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.
- d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).
- e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

- a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.
- b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

O. SUBCONTRACTORS RESPONSIBILITY TO COMPLY WITH APPLICABLE ACQUISITION REGULATION FLOWDOWN PROVISIONS/CLAUSES

The aforementioned Executive Orders, FAR, DFARS, GSAR, and other regulation provisions/clauses are not intended to be an exhaustive or conclusive list of the applicable provisions/clauses with which Subcontractor must comply. Subcontractor is charged with knowledge thereof and must comply with all applicable Executive Orders, FAR, DFARS, GSAR, and other regulation provisions/clauses included in the Prime Contract. To that end, upon Subcontractor's request, an entire copy of the Prime Contract will be provided. Furthermore, Subcontractor agrees to indemnify Contractor, its officers, directors, owners, employees, agents insurers, sureties and apparent and affiliated entities against and from any claims, losses, injuries, demands, actions, judgments, damages and costs resulting from Subcontractor's failure with any applicable Executive Orders, FAR, DFARS, GSAR, and other regulation provisions/clauses.

P. CERTIFICATE OF COMPLIANCE

It is hereby certified and agreed that the Subcontractor executing this certificate will comply with the requirements herein regarding each agreement presently existing or which may be entered into hereafter between the Subcontractor and Contractor. Incorporated by reference in this agreement are all the requirements imposed by Executive Order 11246, as amended, Section 202, Paragraph 1 through 7; Section 503 of the Rehabilitation Act of 1973; 38 USC 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 Executive Order 11458 (Utilization of Minority Business Enterprises), and all reports. Subcontractor further agrees that they do not and will not maintain any facility provided for employees in a segregated manner or permit employees to perform their services at any location where segregated facilities are maintained.

AGREED TO AND CERTIFIED BY:

Subcontractor
By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT 6 TO SUBCONTRACT
REPORTING EXECUTIVE COMPENSATION

Project 06770.10 VA Austin

FAR 52.201.10 Reporting Executive Compensation and First-Tier Subcontract Awards Certification

FAR 52.201.10, in accordance with the Federal Funding Accountability and Transparency Act of 2006, as amended by the Government Funding Transparency Act of 2008, may require you as a first-tier Subcontractor to provide information pertaining to the compensation of your executives in order to be eligible for this Subcontract award. **Contractor Notice: Information required under FAR 52.201.10 will be made public.**

Please answer the following question(s) in sequential order to determine whether disclosure of executive compensation is required:

1. Is the value of the Subcontract, to which this Exhibit is attached, greater than \$30,000.00?
☐ Yes (proceed to question 2)
☐ No (You are exempt from this disclosure requirement. Please sign in the spaces indicated below and return to Contractor.)
2. Did your company in the previous tax year have a gross income, from all sources, greater than \$300,000.00?
☐ Yes (proceed to question 3 **AND** complete Table 1 below)
☐ No (You are exempt from this disclosure requirement. Please sign in the spaces indicated below and return to Contractor.)
3. Did your company receive 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance in the preceding fiscal year?
☐ Yes (proceed to question 4)
☐ No (You are exempt from this disclosure requirement. Please sign in the spaces indicated below and return to Contractor.)
4. Did your company receive \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance in the preceding fiscal year?
☐ Yes (proceed to question 5)
☐ No (You are exempt from this disclosure requirement. Please sign in the spaces indicated below and return to Contractor.)
5. Does the public NOT have access to information about the compensation of the your company's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
☐ Yes (If you answered yes to all five questions, you are required to disclosure the five most highly compensated executives in your company in Table 2 below, and on an annual basis for the life of this Subcontract.)
☐ No (You are exempt from this disclosure requirement. Please sign in the spaces indicated below and return to Contractor.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

AGREE TO AND CERTIFIED BY:

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

Table 1
(Required if answer to question 1 and 2 was “Yes”)

DUNS Number for Subcontractor receiving subcontract award	
DUNS Number for Subcontractor’s parent company, if Subcontractor has a parent company	
Subcontractor’s Primary Address (must include nine digit zip code and Congressional district)	
Subcontractor’s Primary performance address if different from primary address (must include nine digit zip code and Congressional district)	
North American Industry Classification System (NAICS) code	

Table 2
(Required if answer to question 1, 2, 3, 4, and 5 was “Yes”)

	Name	Total Compensation (as defined in FAR 52.204-10(a))
Executive 1		
Executive 2		
Executive 3		
Executive 4		
Executive 5		

- “Executive” means officers, managing partners, or any other employees in management positions.
- “Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - Salary and bonus.
 - Awards of stock, stock options, and stock appreciation rights.
 - Earnings for services under non-equity incentive plans.
 - Change in pension value.
 - Above-market earnings on deferred compensation which is not tax-qualified.
 - Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- Reference FAR 52.204-10 for additional clarification.

Table 3
(For Contractor Use Only)

Name of Subcontractor	
Amount of Subcontract Award	
Date of Subcontract Award	
Description of products or services being provided under the Subcontract, including overall purpose and expected outcome or results of the Subcontract	
Subcontract Number	
Prime Contract Number, and order number if applicable	
Awarding agency name and code	
Funding agency name and code	
Government contracting office code	
Treasury account symbol (TAS) as reported to FPDS	

EXHIBIT 7 TO SUBCONTRACT
OWNER'S CONTRACT WAGE DECISION

INSTRUCTIONS FOR MEETING LABOR REQUIREMENTS

The Davis-Bacon Act requires that all employees be classified and paid in accordance with Owner's Contract Wage Decision. It is required that employees be paid weekly and that payroll reports are submitted weekly. Employees must be classified and paid according to the work he/she is performing. An employee who works several different classifications, must be classified separately for each activity of work.

Contract Applicable Wage Decision and SF1413 provided with Subcontract at time of issuance to Subcontractor.

Document	Specifics
Wage Decision	* Designated by Owner. Copy provided with Subcontract Agreement.
Standard Form 1413	* Completed and submitted prior to commencing work
	* SF1413 must be executed by an Officer of the Company
	* Original wet ink required. Preferably blue ink for identification as original.
	* SF1413 Acknowledges that Subcontractor agrees to the Labor Provisions (Davis Bacon, etc.) that apply to the Owner Contract.
	* Items 14-17 should be completed.
Tier Subs	* SF1413 must be Completed and submitted prior to commencing work
	* SF1413 must be executed by an Officer of the Company
	* All Certified payroll requirements listed apply to Tier Subs.
Standard Form 1444	* Shall be submitted if classification being utilized is not listed on the issued Wage Decision.
	* SF1444 shall be submitted prior to work activity occurring on the project
	* U.S. Department of Labor renders the final determination on whether additional classification and wage rate is granted.
	* Final payment may be withheld on the Contract; therefore, the Subcontract Agreement, until the determination is rendered by the U.S. Department of Labor.
List of Employees	* Prime Contractor is required to keep records of all employees who perform work on the contract. Subcontractor will enter employee's information to LCP Tracker including full name, address, and social security number.
Certified Payrolls Salaried Employees	* Payrolls must be submitted WEEKLY via LCP Tracker from the time work begins until completion, even when No Work Performed.
	* Payrolls should be numbered consecutively beginning with number 1.
	* Payrolls must include Owner Contract Number, Wage Decision Number and Wage Decision Date.
	* Each payroll must include a Statement of Compliance. Additional information regarding Statement of Compliance below.
	* Final Payroll - when subcontractor's work is complete, the last payroll shall be marked FINAL .
	* Salaried Employees must be broken down into an hourly rate and are still due overtime pay for hours work over forty (40) hours.
Certified Payrolls - Required Information	Payroll must contain the following for each employee that performs on the Contract for a given seven (7) calendar day pay period. Payroll must include Contract Number, Wage Decision Number and Wage Decision Date.
Items 7-9 must reflect check	(1) Employee's Name / Last Four of Social Security Number
	(2) Employee's number of Withholding Exceptions - consistent with Employee's W-4
	(3) Employee's Work Classification -According to classification designated on the Contract's Wage Decision. Apprentice - Must list Period and Percentage.
	(4) Employee's Day and Date - Total Hours Worked Each Day for the seven (7) calendar day pay period for project.
	(5) Employee's Total Hours - Total hours worked by employee for the seven (7) calendar day pay period. Indicate total number of hours worked on the Contract.
	(6) Employee's Rate of Pay - Complete a separate line for each work activity that requires a different Classification according to the Wage Decision for the Contract. Rate of Pay shall be for the hours worked on the Contract.
	(7) Employee's Gross Amount Earned - For seven (7) calendar day pay period. Total Gross for employee - payment received.
	(8) Employee's Gross Amount Earned This Project - For seven (7) calendar day pay period for work on contract.

Certified Payrolls - Required Information	(9) Employee's Deductions - For seven (7) calendar day pay period based on Employee's Gross Amount Earned. Including, but not limited to the following: • Federal Withholding (FWH) • Medicare (MED) • Social Security (SOC) - FICA • State Withholding (SWH) • Other - any and all other Deductions withheld. Total Deductions - shall be the summation of all Deductions.
	(10) Employee's Net Wages Paid for Week - For seven (7) calendar day pay period based on Employee's Gross Amount Earned.
Deductions	* If deductions other than normal payroll taxes (FWH, MED, SOC, SWH) are withheld from an employee's payroll check; an Authorization to Deduct form executed by employee is required. Deductions listed as "Other" must be itemized and state type of deduction and exact amount.
	* Authorization to Deduct - submit with first payroll that deduction appears
	* Authorization to Deduct to include Contract Number, reason for deduction, deduction amount, and when and how often the deduction is withheld.
	* If a deduction is due to a garnishment, a copy of the garnishment will be accepted as authorization.
Apprentices	* Copy of executed Apprenticeship Standards Agreement must be submitted for review
	* Copy of Apprentice Certificate issued by Department of Labor is required to be submitted with first payroll for which apprentice is identified.
Statement of Compliance Fringes	* A Statement of Compliance must accompany each Payroll.
	* Statement of Compliance must cover a seven (7) calendar day work week
	* Subcontractor's work week does not have to be Sunday through Saturday, but the full seven (7) calendar days of the work week must be covered on each payroll.
	* If there is a period of time when no work is performed in a particular week, a Statement of Compliance with the words "No Work Performed" in the remarks column shall be submitted, again numbered consecutively with the certified payrolls.
	* Indicate on Statement of Compliance if Fringes are paid to programs or in cash. If fringes paid to programs, the name and address of the plan/program must be listed in the remarks section of Statement of Compliance.
	* A company paid fringe is an amount paid by employer on behalf of employee not added to gross and then deducted.
Ft. Worth District Specifics	* Ft. Worth District requires SWFP 1185-1-1 (Greenbook Receipt)
	* Contact Certified Payroll Specialist for SWFP 1185-1-1
	* Ft. Worth District requires Apprentice percentage and period
Discrepancies	* Owner will mail discrepancy letters to Contractor for resolution with its Subcontractor's payroll reports.
	* Contractor shall subsequently contact Subcontractor with items required to meet Owner's request. Items should be handled promptly in order to remain in compliance with the terms of the Subcontract Agreement and Owner's contract.

STATEMENT AND ACKNOWLEDGEMENT					OMB NO.: 9000-0066 Expires: 5/31/2025	
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0022. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.						
PART I - STATEMENT OF PRIME CONTRACTOR						
1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER		
4. PRIME CONTRACTOR				5. SUBCONTRACTOR		
a. NAME The Ross Group Construction Corporation, LLC				a. NAME		
b. STREET ADDRESS 510 E. 2 nd St.				b. STREET ADDRESS		
c. CITY Tulsa		d. STATE OK	e. ZIP CODE 74120	c. CITY		d. STATE e. ZIP CODE
6. The prime contract ☒ does, ☐ does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."						
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 to the subcontractor identified in item 5 by the following firm:						
a. NAME OF AWARDDING FIRM						
The Ross Group Construction Corporation, LLC						
b. DESCRIPTION OF WORK BY SUBCONTRACTOR						
8. PROJECT				9. LOCATION		
10a. NAME OF PERSON SIGNING Clint Black				11. BY (Signature)		12. DATE SIGNED
10b. TITLE OF PERSON SIGNING COO						
PART II - ACKNOWLEDGEMENT OF SUBCONTRACTOR						
13. The subcontractor acknowledges that the following clauses of the contract shown above in Item 1 are included in this subcontract: Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Construction Wage Rate Requirements and Related Regulations Construction Wage Rate Requirements Apprentices and Trainees Compliance with Copeland Act Regulations Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility						
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY						
A				C		
B				D		
15a. NAME OF PERSON SIGNING				16. BY (Signature)		17. DATE SIGNED
15b. TITLE OF PERSON SIGNING						

STATEMENT AND ACKNOWLEDGEMENT

OMB NO.: 9000-0066

Expires: 5/31/2025

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b. DESCRIPTION OF WORK BY SUBCONTRACTOR					
8. PROJECT			9. LOCATION		
10a. NAME OF PERSON SIGNING		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING					

PART II - ACKNOWLEDGEMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown above in Item 1 are included in this subcontract:			
Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)		Construction Wage Rate Requirements	
Payrolls and Basic Records		Apprentices and Trainees	
Withholding of Funds		Compliance with Copeland Act Regulations	
Disputes Concerning Labor Standards		Subcontracts (Labor Standards)	
Compliance with Construction Wage Rate Requirements and Related Regulations		Contract Termination - Debarment	
		Certification of Eligibility	
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY			
A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	17. DATE SIGNED
15b. TITLE OF PERSON SIGNING			

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