

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

#### I. GENERAL

1. In this Agreement the word “Work” shall mean the construction and related services required to fulfill the Subcontractor’s obligations under this Agreement (including all referenced exhibits, amendments, incorporated documents/flow-downs, and the like) and everything reasonably inferable therefrom, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Subcontractor. The Work may constitute the whole or a part of the Project.
2. The word “Owner” shall mean the person, partnership, firm, corporation, municipality, county or department or agency of the State or Federal government originally contracting with the Contractor for the performance of the Work.
3. “Prime Contract” shall be deemed to be the contract between the Owner and the Contractor or between the Prime Contractor and the Contractor in the event Contractor is not in direct contract with the Owner, and in all cases, shall further be deemed to be a Contract Document (as defined below).
4. The “Contract Documents” shall be deemed to consist of this written Agreement, drawings, specifications and any identified addendum, special requirements agreements, schedules.
5. Prior to starting Work, the Subcontractor shall, at its sole cost and responsibility, thoroughly inspect, investigate and become fully familiar with all site conditions in, on, under and surrounding the Project, including, without limitation, all reasonably inferable conditions, local requirements, and any conditions that may affect cost, means, methods, sequencing, and/or the performance of the Work. The Subcontractor acknowledges that it has had the opportunity to conduct such investigations and that it is not relying on any representations by the Contractor regarding site conditions.
6. The Subcontractor assumes responsibility for reviewing and taking into account all site conditions that are observable, discoverable, or reasonably inferable from (a) a careful and diligent inspection of the Project site, (b) the Contract Documents, and (c) information reasonably available to the Subcontractor through customary pre-bid and pre-construction investigation by a subcontractor of similar experience meeting high standards of subcontracting practice. The Subcontractor shall bear the risk of such conditions and shall not be entitled to any adjustment in the Subcontractor’s schedule or compensation arising from conditions that were or should have been identified through such efforts. With respect to concealed, latent, or materially differing site conditions that could not reasonably have been discovered by such investigation, the Subcontractor’s rights, if any, to an adjustment in the Subcontract cost/compensation or Subcontract time/schedule shall be limited to the extent that the Contractor is entitled to, and actually receives, corresponding relief from the Owner under the Prime Contract, and then only as a pass-through and without creating any independent liability of the Contractor. The Contractor shall have no obligation to pursue such relief unless otherwise expressly agreed in writing.
7. The Subcontractor further agrees to furnish and provide all labor, materials, scaffolding, equipment, systems, machinery, tools, apparatus, transportation, and incidentals necessary to complete the Work in accordance with the Contract Documents and applicable laws, without reliance on the Contractor for site condition verification or coordination beyond that expressly required under the Prime Contract.
8. Except as expressly modified by this Agreement, the Work shall be performed and completed in accordance with the Contract Documents, including the drawings, plans, specifications, and this Agreement. The drawings and specifications are intended to be complementary and to describe the Work as a whole; any Work shown on the drawings but not specified, or specified but not shown on the drawings, shall be deemed included in the Work to the same extent as if fully set forth in both.
9. Upon execution, the Subcontractor shall be bound to the Contractor by the Contract Documents including the Prime Contract, to the extent applicable to the Subcontractor’s Work, all of which are incorporated herein by reference. The Contractor shall have the benefit of all rights and remedies against the Subcontractor that the Owner has against the Contractor, and the Subcontractor shall have the benefit of corresponding rights against the Contractor, in each case as applicable to this Subcontract. A copy of the Prime Contract, with pricing and

certain other confidential information redacted, is available upon written request. In the event of a conflict, the Prime Contract shall control to the extent applicable to the Subcontractor's Work.

## II. SUBCONTRACTOR RESPONSIBILITIES

1. The Subcontractor shall provide adequate, competent, experienced, English-speaking, full-time on-site supervision, satisfactory to the Contractor, throughout performance of the Work. Such supervision shall be authorized to receive and implement the Contractor's directions and to make decisions regarding scheduling, manpower and cost related to the Work.
2. The Subcontractor shall provide such technical services as are required by the Contract Documents to support the installation, startup, testing, and proper operation of equipment and/or material furnished under this Agreement. This includes performing testing and commissioning activities and providing reasonable instruction to the Owner's personnel in the operation, maintenance and control of such equipment.
3. All Work shall be performed to the satisfaction of the Contractor and Owner. Their determination as to whether the Work complies with the Contract Documents, and as to the reasonable interpretation of the plans and specifications, shall be final, subject to the terms of the Contract Documents. The Subcontractor shall promptly correct any Work rejected by the Owner, architect, or Contractor as defective or nonconforming to the Contract Documents whether identified before or after Substantial Completion (defined below) and regardless of the stage of fabrication, installation or completion. The Subcontractor shall bear costs of correcting such rejected Work, including additional testing and inspections and costs, expenses or services of the architect or Contractor.
4. For purposes of this Agreement, "Substantial Completion" shall mean the stage in the progress of the Work, as determined solely by the Contractor and, if applicable, the Owner in accordance with the Prime Contract, at which the Work is sufficiently complete in strict accordance with the Contract Documents so that the Owner can fully occupy or utilize the Work for its intended purpose, with all systems operational and required inspections, testing, and approvals obtained, and only minor punch list items remaining that do not affect safety, functionality, or intended use.
5. Subcontractor shall field verify all dimensions where accurate measurements are required to ensure a complete, high-quality and properly coordinated installation of the Work in accordance with the intent of Contract Documents and details provided.
6. The Subcontractor shall coordinate all its Work, and unless otherwise expressed or provided, the Subcontractor shall begin Work covered by this Agreement as soon as the Project is ready for such Work, or immediately upon verbal or written notice by the Contractor and shall carry on said Work efficiently and at a rate that will not cause delay in the progress of the work of others.
7. Subcontractor agrees to fully and accurately complete all subcontractor qualification requirements established by Contractor, including those initiated prior to the date of this Agreement and any implemented or updated during the term of this Agreement. The Subcontractor shall promptly update, supplement, or correct any information previously provided, including, without limitation, safety records, insurance, licensing, or any other information affecting the Subcontractor's risk profile or ability to perform the Work in accordance with the Subcontract. Failure to provide or maintain accurate and complete qualification information shall constitute a material breach of this Agreement.
8. The Subcontractor shall at all times provide and promptly pay for tools, appliances, equipment, and a sufficient number of properly skilled and experienced workers, as well as materials and supplies of the required quality, necessary to prosecute the Work efficiently and properly. The adequacy and competency of labor are of critical importance to the Contractor and shall be maintained at all times.
9. Subcontractor is responsible for furnishing, coordinating delivery, unloading, storing, handling, inventorying, installing, and protecting all materials furnished under this Agreement, shall protect its Work from damage and loss, including materials stored on site until the final installation. In the event Subcontractor utilizes Contractor's equipment, materials, supplies or facilities, Subcontractor shall reimburse Contractor for such use assume full responsibility for any loss or damage thereto caused by Subcontractor or its agents, employees or permittees.

10. Subcontractor shall be responsible to the Contractor and the Owner for the acts and omissions of its employees, lower tier subcontractors and their agents, employees and other persons performing any of the Work under or through the Subcontractor. Prior to commencing the Work, Subcontractor shall submit to the Contractor, for approval, a complete list of all proposed lower tier subcontractors. The Subcontractor shall not engage any such lower-tier subcontractor without the Contractor's prior written approval, which may be granted or withheld in the Contractor's sole discretion.
11. The Subcontractor shall at all times maintain strict discipline and good order among its employees and shall not employ on the Work any person who is unfit or not properly skilled in the task assigned them. The Contractor shall have the right to require any person to be removed from the site for cause.
12. It is understood that contracts shall be awarded and labor employed on the Project without discrimination based on whether the employees of any contractor or subcontractor are members or are non-members of any labor organization.
13. To the extent required by the Prime Contract, Subcontractor and any lower-tier subcontractors shall utilize the E-Verify system to confirm the employment eligibility of all newly hired employees during the term of this Agreement. E-Verify is an internet-based system that compares information from an employee's Form 1-9, Employment Eligibility Verification, and records available to the United States Department of Homeland Security and the Social Security Administration to confirm employment eligibility. There is no cost to employers to use the E-Verify. The E-Verify system is available at: <https://www.e-verify.gov/>. The Subcontractor and its lower-tier subcontractors shall enroll in E-Verify prior to hiring any new employee after the date of this Agreement.
14. The quantity and scope of Work are described in the Contract Documents, including all requirements expressly set forth therein and those reasonably inferable therefrom. Subcontractor acknowledges its obligation to fully coordinate its Work with the work, materials and equipment of others to ensure a complete, functional, and compatible result.
15. Subcontractor represents that it has carefully reviewed the Contract Documents and that they are sufficiently complete to enable it to determine the cost, means, methods, sequencing, and coordination of the Work, and to perform the Work in compliance with applicable laws and the requirements of the Contract Documents. The Subcontractor assumes responsibility for all aspects of its Work necessary to achieve a complete and operational system, whether or not every detail is expressly shown or specified. Subcontractor shall promptly report in writing any errors, inconsistencies, discrepancies or omissions discovered in the Construction Documents. Such written notice shall be a strict condition precedent to any entitlement to an adjustment in the Subcontract compensation or Subcontract schedule. If Subcontractor performs any construction activity with knowledge of any such condition without first providing such written notice, then Subcontractor shall be responsible for all resulting costs, impacts, and corrections, and shall bear the full cost and expense thereof, without entitlement to additional compensation or time.
16. The Subcontractor shall not be required to provide professional services constituting the practice of architecture or engineering except to the extent expressly required by the Contract Documents or as necessary to perform the Subcontractor's responsibilities for its own means, methods, techniques, sequences, and procedures. All such professional services performed shall be performed by properly licensed design professionals engaged by the Subcontractor. All drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professionals shall bear their signature and seal, as required, and their written approval prior to submission to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of such professional services, certifications, and approvals.
17. Unless otherwise provided in the Contract Documents, Subcontractor shall obtain and pay for all permits, fees, licenses, and inspections by government and quasi-governmental authorities having jurisdiction necessary for the proper execution and completion of the Subcontractor's Work.
18. Subcontractor shall be liable for any damages to adjacent installations or work completed by other subcontractors caused by its Work, including damages resulting from Subcontractor's improper cleaning of such surfaces.

19. The Subcontractor shall be responsible for all layouts of the Work, including establishing and maintaining accurate lines, grades, elevations, dimensions, and the like, as necessary for the proper execution of the Work, for the accuracy of all such layouts.
20. The Subcontractor shall perform all cutting, fitting, patching, sleeving, grouting, sealing and related work which may be necessary to properly integrate its Work with the work of others, whether shown, or reasonably inferable from the Contract Documents, or required by applicable rules and regulations, laws, codes and requirements of all authorities having jurisdiction over the Project; and to achieve a complete, compatible, and functional installation. Prior to starting any Work, Subcontractor shall review all site and job conditions and promptly notify Contractor in writing of any interferences, conflicts, unacceptable conditions, or defective work by others that may affect the proper and timely performance of the Work. The Subcontractor shall not proceed with affected Work until such conditions are resolved or as directed by the Contractor. If the Subcontractor performs any construction activity without full compliance with the requirements of this paragraph, Subcontractor shall assume full responsibility for the resulting Work and shall bear all costs and impacts associated with correction, without entitlement to additional compensation or time.
21. *Warranty.* Subcontractor warrants to the Owner and Contractor that all materials and equipment furnished under this Agreement shall be new, unless otherwise expressly specified, and that all Work shall be of good quality, free from faults and defects and in strict accordance with the Contract Documents. Subcontractor shall promptly, at its sole cost and expense, correct any Work found to be defective or not in accordance with the Contract Documents within the warranty period. The warranty period shall be as set forth in the Contract Documents or the Prime Contract, whichever is longer; if no period is specified, the warranty period shall be one (1) year from the date of Substantial Completion of the Project or acceptance of the Subcontractor's Work, whichever occurs later.
22. If, within the applicable warranty period, any defects or nonconforming Work are identified, the Subcontractor shall, promptly upon receipt of notice, promptly repair, replace, or otherwise correct such Work at its sole cost and expense, including all costs of removal, replacement, restoration, and any damage to other work or property resulting therefrom.
23. The warranty period for any repaired or replaced Work shall recommence upon completion of such corrective Work. If the Subcontractor fails to promptly perform its warranty obligations, the Contractor may, upon reasonable notice, perform or cause such corrective Work to be performed, and the Subcontractor shall be responsible for all resulting costs.
24. Failure of the Subcontractor to respond to any notice of warranty Work within two (2) calendar days and to promptly and diligently commence and pursue corrective action shall constitute a material breach of the Subcontractor's warranty obligations. In such event, the Contractor may, upon additional notice if practicable, perform or cause the corrective Work to be performed, and the Subcontractor and the Subcontractor and its surety shall be liable for all resulting costs and expenses incurred by the Contractor.
25. Unless otherwise required by the Contract Documents, all warranties shall commence on the date of Substantial Completion of the Project or substantial completion acceptance of the Subcontractor's Work, whichever occurs later. The Subcontractor shall be responsible for providing any extended warranties needed to allow the use of equipment or systems prior to Substantial Completion, including for start-up, testing, or completion of the Work.
26. *Indemnification.* To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor and its directors, officers, employees, consultants, agents, affiliates, successors, permitted assigns and customers (collectively, the "Indemnitees") from and against any and all costs, losses, damages, claims, liabilities, and expenses (including attorneys' fees), arising out of or resulting from the performance of the Work, the Subcontractors operations/activities, or products furnished under this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of property (including loss of use), or is otherwise caused by, arising out of, or resulting from any act or omission of the Subcontractor, its employees, lower-tier subcontractors, or anyone for whose acts they may be liable. Subcontractor's indemnity obligations shall also apply to any claims, damages, losses, or expenses arising out of or resulting from the Subcontractor's failure to comply with applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of any public or quasi-public authority. The indemnity obligations set

forth herein are intended to be as broad as permitted by applicable law and shall include, without limitation, any additional or more stringent indemnity obligations imposed upon the Contractor under the Prime Contract, which are hereby incorporated by reference and shall be binding upon the Subcontractor to the same extent. *No limitation of liability, waiver of consequential damages, or other similar provision contained in this Agreement or the Prime Contract shall be construed to limit, restrict, or otherwise affect the Subcontractor's indemnity obligations, which shall survive and remain in full force and effect notwithstanding any such provision.* In claims brought by an employee of the Subcontractor, its lower-tier subcontractors, or anyone directly or indirectly employed by them, the Subcontractor's indemnity obligations shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, and only to the extent required by applicable law, including Florida Statutes §725.06, the Subcontractor's obligation to indemnify the Indemnitees shall not apply to the extent of the sole negligence or willful misconduct of an Indemnitee.

### III. SCHEDULE OF WORK

1. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with the Project schedule, schedule of submittals, and such additional scheduling information as the Contractor may deem necessary for proper planning and performance of the Work. The Subcontractor shall perform the Work in strict accordance with such schedules, as updated from time to time, and shall not delay or interfere with the work of others. All float contained in the Project schedule shall be for the exclusive use of the Project, as determined by the Contractor, and shall not be for the sole benefit of the Subcontractor.
2. If, in the opinion of the Contractor, the Subcontractor falls behind schedule or fails to maintain required progress of the Work, the Contractor may, upon two (2) calendar days written notice, direct the Subcontractor to take such measures as the Contractor deems necessary to improve progress, including requiring the Subcontractor to increase the labor force, number of shifts and/or overtime operations, days of work, amount of plant or other resources. If Subcontractor fails to comply with the requirements of this subparagraph to Contractor's satisfaction, in addition to any other right or remedy Contractor may have under this Agreement, Contractor may, in addition to any other rights or remedies, supplement the Subcontractor's forces or otherwise take corrective action, and the Subcontractor shall be responsible for resulting costs and expenses. The Subcontractor shall not be entitled to any increase in the Subcontract Price for delays, disruptions, interference, or acceleration, except to the extent the Contractor is entitled to, and actually receives, corresponding relief from the Owner under the Prime Contract, and then only as a pass-through. The Subcontractor's rights, if any, to time extensions or compensation shall be further subject to any greater or additional requirements, limitations, and conditions applicable to the Contractor under the Prime Contract.
3. The Subcontractor shall submit shop drawings, product data, samples, and similar submittals in accordance with the approved submittal schedule and with sufficient promptness and proper sequencing to avoid delay to the Project or the work of others. By submitting such submittals, the Subcontractor represents that it has reviewed and approved them; verified or will verify materials, field measurements, and field construction criteria; and coordinated the submittal information with the requirements of the Work and the Contract Documents.
4. The Date of Substantial Completion of the Work or designated portion thereof shall be as determined by the Contractor, consistent with the Prime Contract, when the Work is sufficiently complete in accordance with the Contract Documents to permit the Owner's intended full use (and not partial).
5. To the extent liquidated damages are assessed against the Subcontractor related to the Prime Contract and are attributable, in whole or in part, to the Subcontractor or to those for whom it is responsible, the Subcontractor shall be liable to the Contractor for such liquidated damages to the extent of its responsibility.

### IV. CHANGES IN SUBCONTRACT WORK

1. The Contractor may at any time, without notice to the surety, by written order designated as a change order, direct changes in the Work within the general scope of this Agreement. The Subcontractor shall promptly proceed with such changes. If the Subcontractor contends that any such Change Order entitles it to an adjustment in cost or schedule, then it shall provide written notice to the Contractor within seven (7) calendar days after receipt of the Change Order. Such written notice shall be a condition precedent to any entitlement to an adjustment.

2. If the Contractor requests the Subcontractor to review a proposed modification that may affect the Subcontractor's Work, the Subcontractor shall respond in writing within seven (7) calendar days after receipt of such request, or within such other time as directed by the Contractor, setting forth the anticipated effects of the proposed modification on its performance, including detailed impacts to cost and time.
3. If the Subcontractor is directed by the Contractor to perform additional or changed Work for which the amount of compensation has not been previously agreed upon, the Subcontractor shall promptly prepare and submit to the Contractor a detailed written proposal setting forth estimated quantities, compensation, and schedule impacts. The Subcontractor shall not be entitled to additional compensation or time except as authorized by a written Change Order issued by the Contractor. Subcontractor shall maintain accurate, detailed, and itemized records of all costs associated with such Work and shall submit such records to the Contractor in the form and manner prescribed by the Contractor as a condition of payment. All claims for adjustment of contract price and/or extension of time shall be submitted in writing to the Contractor within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Such written notice shall be a strict condition precedent to any entitlement to an adjustment, and failure to comply shall constitute a waiver of any such claim. Pending final resolution of any claim or dispute, and except in the event of termination or as otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Work, and the Contractor shall continue to make payments in accordance with the terms of this Agreement.
4. *Concealed Or Unknown Conditions.* Subject to the terms of the Contract Documents, if the Subcontractor encounters concealed or unknown conditions that materially differ from those indicated in the Contract Documents and that could not have been discovered through the Subcontractor's required review and investigation, the Subcontractor shall promptly and in no event later than five (5) calendar days after first observance, provide written notice to the Contractor before disturbing such conditions. Such written notice shall be a strict condition precedent to any entitlement to an adjustment. Failure to provide timely written notice, or proceeding with the Work without direction from the Contractor, shall constitute a waiver of any claim arising from such conditions. The Subcontractor's rights, if any, to an adjustment in the Subcontractor's compensation or schedule shall be limited to the extent that the Contractor is entitled to, and actually receives, corresponding relief from the Owner under the Prime Contract, and then only as a pass-through and without creating any independent liability of the Contractor. If the Prime Contract requires shorter notice periods or imposes additional requirements, limitations, or conditions, the Subcontractor shall comply with such more stringent provisions.

#### V. SUSPENSION AND TERMINATION

1. If in the Contractor's opinion, the Subcontractor at any time to supply a sufficient number of properly skilled workers or sufficient materials or equipment of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to correct defective Work promptly, otherwise fails to perform any of the requirements of this Agreement, Contractor may, upon not less than two (2) business days' notice (or immediately if an emergency) at its option, provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to Subcontractor.
2. If in the Contractor's opinion, the Subcontractor at any time refuses or neglects to supply sufficient properly skilled labor or materials or equipment of the proper quality and quantity, fails to prosecute the Work with promptness and diligence, causes delay, disruption, or interference with the work of Contractor or others, fails to perform any obligations as they mature, the Contractor may, upon not less than two (2) business days' notice (or immediately if an emergency), terminate Subcontractor's rights to continue with the Work. Upon such termination, Contractor may take possession of Subcontractor's materials, equipment, tools, and appliances at the Project site and, by itself or through others, complete the Work using such means and methods and the Contractor deems appropriate.
3. All costs, expenses, damages, and losses incurred by the Contractor in completing the Work, including without limitation overhead, supervision, administrative costs, acceleration, and attorneys' fees, shall be recoverable from the Subcontractor and may be deducted from any amounts then due or thereafter to become due. The Subcontractor and its surety shall be jointly and severally liable for any costs in excess of the unpaid balance of

the Subcontract. Following termination for default, the Subcontractor shall not be entitled to any further payment unless and until the Work is fully completed and accepted by the Owner, and the Contractor has received final payment from the Owner for the Subcontractor's Work. Any remaining balance, if any, shall be payable only to the extent required by the Prime Contract and after satisfaction of all costs, claims, and obligations, including warranty obligations.

4. The Contractor shall have the right, at any time and for any reason or no reason, to terminate this Agreement by written notice to the Subcontractor, including for its own or the Owner's convenience and require Subcontractor to immediately stop work and take all reasonable steps to protect and preserve the work. In such event, Subcontractor shall be entitled to payment only for Work properly performed in accordance with the Contract Documents and accepted by the Contractor, to the extent the Contractor is entitled to, and actually receives, payment from the Owner for such Work under the Prime Contract. The Subcontractor shall not be entitled to any payment for unperformed Work, anticipated profits, home office overhead, loss of efficiency, or any indirect, consequential, or impact damages. The Subcontractor's recovery, if any, shall in no event exceed the amount recoverable by the Contractor from the Owner attributable to the Subcontractor's Work under the Prime Contract. The Subcontractor shall comply with all applicable local, state and federal laws, codes, regulations and ordinances in demobilizing the Work.

## VI. SAFETY AND ENVIRONMENTAL PROTECTION

1. Subcontractor shall be solely responsible for the safety of its employees, its Work, and its means, methods, techniques, sequences, and procedures, and shall comply with all applicable laws, rules, and regulations relating to safety. Subcontractor shall comply with all safety standards, rules and regulations, including OSHA, relating to safety, sanitation and health. The Subcontractor shall also comply with all safety programs, rules, and requirements established by the Contractor and the Owner for the Project. Subcontractor shall immediately stop work and take corrective action upon notice from Contractor or Owner because of any unsafe condition or practice. Subcontractor shall be responsible for the safety of its workers and the Work and shall not create hazards for others or the work of others. The Subcontractor shall not create or permit any unsafe condition or hazard to persons or property, including the work of others, and shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its Work. Any review, approval, direction, or enforcement of safety requirements by the Contractor or Owner, including safety meetings, inspections, or issuance of directives, is for the benefit of the Project only and shall not relieve the Subcontractor of its sole responsibility for safety, nor shall it be deemed to constitute control by the Contractor or Owner over the Subcontractor's means, methods, techniques, sequences, or procedures.
2. The Subcontractor shall promptly notify the Contractor in writing of any known or suspected hazardous materials or toxic substances encountered or required in connection with the Work. Subcontractor shall not bring onto or incorporate into the Work any materials or products which are designated by any Governmental Authority to be hazardous materials or toxic substances or which Subcontractor knows or should know are hazardous materials or toxic substances, including without limitation, asbestos, asbestos products, and polychlorinated biphenyls (PCBs).
3. The Subcontractor shall give all notices required by, and comply with, all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any governmental or quasi-governmental authority relating to the safety of persons or property or their protection from damage, injury, or loss. The Subcontractor shall promptly, and in no event later than twenty-four (24) hours after receipt or occurrence, notify the Contractor in writing of any notices, citations, violations, or directives issued by any such authority relating to the Subcontractor's Work.
4. The Subcontractor shall be knowledgeable of and comply with all applicable OSHA requirements and standards, as well as any other applicable safety laws and regulations. The Subcontractor shall maintain at the Project site all safety documentation required by applicable law. Non-compliance with OSHA or other applicable safety requirements shall constitute a material breach of this Agreement and shall be grounds for the Contractor to require immediate correction and/or to stop the affected Work until such non-compliance is remedied, without additional cost or time to the Contractor.

5. The Subcontractor shall provide, erect, and maintain, as required by existing conditions and the progress of the Work, all reasonable and necessary safeguards for safety and protection of persons and property, including posting danger signs, providing warnings of hazards, and implementing appropriate safety measures. The Subcontractor shall be responsible for protecting adjacent property, utilities, and the work of others, and shall provide all required notices to and coordinate with owners and users of adjacent utilities or facilities. The Subcontractor shall be liable for any damage, loss, or injury resulting from its failure to provide or maintain such safeguards.
6. Subcontractor shall be solely responsible for compliance with all applicable environmental laws, permits, requirements, codes, and regulations, including those applicable to the Project and its Work. The Subcontractor shall implement all necessary measures to prevent pollution, contamination, or environmental damage arising from its operations. The Subcontractor shall be responsible for all costs, fines, penalties, damages, and remediation arising from its failure to comply with such environmental requirements or from any release or discharge caused by or attributable to the Subcontractor or those for whom it is responsible.
7. The Subcontractor shall be responsible for preserving and protecting existing lands, waters, and environmental conditions in accordance with applicable laws and the Contract Documents. The Subcontractor shall be liable for, and shall pay, all fines, penalties, fees, remediation, replacement and restoration costs, and any other damages or expenses arising out of or related to its failure to comply with such obligations, or from any environmental damage, contamination, or discharge caused by or attributable to the Subcontractor or those for whom it is responsible.

#### VII. INSURANCE AND BONDS

1. The Subcontractor shall procure and maintain, at its sole cost and expense, insurance in the types, coverages, and limits required by this Agreement (including, without limitation the Special Requirements) and the Prime Contract, whichever are more stringent. Such insurance shall include, at a minimum, WORKERS' COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE, COMMERCIAL GENERAL LIABILITY INSURANCE, and AUTOMOBILE LIABILITY INSURANCE, all in forms and with insurers satisfactory to the Contractor. Failure to maintain required insurance shall constitute a material breach of this Agreement.
2. The Subcontractor shall require each lower-tier subcontractor, of any tier, to procure and maintain, at its sole cost and expense, insurance of the same types, coverages, terms, and limits required of the Subcontractor under this Agreement and the Contract Documents, including the Prime Contract, whichever are more stringent. Such insurance shall be placed with insurers and in forms satisfactory to the Contractor, and the Subcontractor shall be responsible for ensuring full compliance by all lower-tier subcontractors
3. Except as to Workers' Compensation and Professional Liability insurance, the Subcontractor's and all lower tier subcontractors' insurance shall name the Contractor, Owner and such other parties as required by the Contract Documents and the Prime Contract as additional insureds, on a primary and non-contributory basis, for both ongoing and completed operations. The Subcontractor shall ensure that such coverage is maintained for the duration required by the Contract Documents and the Prime Contract.
4. All required insurance shall be maintained in full force and effect for the duration of the Work and, with respect to the Commercial General Liability and any other applicable liability coverages, for the duration of the warranty period and any longer period required by the Contract Documents or the Prime Contract for completed operations coverage, but in no event less than the applicable statute of repose.
5. *Waiver of Subrogation.* To the fullest extent permitted by law, Subcontractor hereby waives all rights of recovery, claims, causes of action, and rights of subrogation against the Contractor, BRPH Construction Services, Inc., Owner, Client, and each of such parties parents, affiliates, subsidiaries, shareholders, owners, partners, employees, agents and representatives (collectively, the "Insurance Released Parties") for any loss, damage, liability, cost or expense arising from or related to this Agreement or the Work, to the extent covered, or required to be covered, by insurance maintained or required under this Agreement and/or the Prime Agreement, whether by the Subcontractor or any other party engaged directly or indirectly by it. This waiver applies regardless of any cause of loss, legal theory, insurable interest, or the availability, collectability, denial, limitation,

or exclusion of insurance coverage, and regardless of any indemnification, contribution, or contractual obligation under this Agreement or otherwise.

Subcontractor shall ensure that all required insurance includes subrogation waivers for the Insurance Released Parties and that certificates reflect this. Failure to do so does not excuse non-compliance. Subcontractor shall also be responsible for all deductibles, SIRs, and uninsured amounts and must reimburse Contractor for related costs. Subcontractor must also pass these obligations to all lower-tier parties, if applicable. Notwithstanding anything in this Agreement to the contrary, Contractor and Owner retain all rights of recovery against Subcontractor and lower-tier parties.

6. Notwithstanding anything in this Agreement to the contrary, in the event of any conflict between the insurance requirements set forth in this Agreement and those required under the Prime Contract or Contract Documents, the more stringent requirements shall govern, including, but not limited to, coverage types, amounts, and terms. No review, approval, or acceptance by the Contractor of any certificate of insurance, endorsement, or policy shall not deemed a waiver of, or relieve the Subcontractor from, its obligation to procure and maintain all insurance required by this Agreement, the Contract Documents, or the Prime Contract. The Contractor shall have the right, but not the obligation, at any time and from time to time, to review and reject any insurance that does not comply with such requirements.

#### VIII. PAYMENT

1. The Subcontractor shall deliver the Work to the Contractor free and clear of all claims, liens, and encumbrances arising out of or relating to the performance of the Work. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless the Contractor and Owner from and against all such claims, liens, and encumbrances, including all associated costs and expenses, including attorneys' fees, arising out of or related to the Subcontractor's Work. If any such claim or lien is asserted, the Subcontractor shall promptly discharge or bond off such claim or lien at its sole cost and expense. In the event of failure by the Subcontractor to promptly and fully comply with this requirement, the Contractor may, at its option and without obligation, discharge or bond off such claims or liens and all costs incurred by Contractor, including attorneys' fees, shall be recoverable from the account of the Subcontractor and may be deducted from any amounts due or to become due to Subcontractor.
2. The Subcontractor shall, upon request by the Owner or by the Contractor, furnish a sworn statement identifying all parties furnishing labor, materials, or services in connection with the Work, including without limitation, their names, addresses and amounts paid or due or to become due each of them. The Contractor may at its option, require similar sworn statements from any lower-tier subcontractors or suppliers of any tier, and the Subcontractor shall be responsible for obtaining and timely providing the same.
3. The Subcontractor shall, upon request of the Contractor, promptly furnish satisfactory evidence of payment of all bills and expenses incurred for labor, services, equipment, materials and the like used in connection with the Work. Such evidence shall be provided in a form acceptable to the Contractor and may be required as a condition to payment.
4. The Subcontractor shall be solely responsible for and shall pay all taxes, duties, tariffs, levies, stamps, imposts, fees and similar charges of any kind (including, without limitation, sales, use, gross receipts, excise, customs, transportation, and goods and services taxes), together with any related interest, penalties, assessments, arising out of or related in any manner to the Subcontractor's Work or performance under this Agreement. This includes, without limitation, amounts associated with (a) the purchase, delivery, or use of goods, materials, equipment and the like or (b) labor, services or other work performed by or through the Subcontractor or its lower-tier subcontractors. For the avoidance of doubt, any such foregoing amounts shall include those imposed, assessed or payable to or by any or all municipal, local, state, national, federal, U.S. and foreign governments or foreign countries, authorities, or similar entities responsible for any such administration. All such amounts shall be borne exclusively by the Subcontractor, regardless of when assessed or payable, including after completion of the Work or final payment.
5. The compensation to be paid to Subcontractor shall be as expressly set forth in this Agreement. Progress payments shall be made for Work properly performed, in an amount equal to ninety percent (90%) of the value

of the Work completed each payment period (or such other amount as required by applicable law), with the remaining ten percent (10%) retained as retainage. As a condition precedent to any payment, the Subcontractor shall submit, in the form and within the time required by the Contractor, a complete and accurate application for payment, including all required supporting documentation. No payment application shall be processed unless and until the Subcontractor has (a) executed this Agreement, (b) provided all required insurance, and (c) furnished lien waivers and releases from itself and all lower-tier subcontractors and suppliers for the Work included in the payment request. All applications for payment are subject to the Contractor's review and approval.

6. Subject in all cases to any limitations at law, receipt of payment from Owner or Prime Contractor for the Subcontractor's Work is an express condition precedent to any obligation of the Contractor to make the corresponding payment to Subcontractor. In the event applicable law limits or prohibits enforcement of this condition precedent, this provision shall be deemed modified to the minimum extent necessary to comply with such law, and the Subcontractor shall be entitled only to such payment rights as are required by applicable law, but no greater. Subject to the foregoing and after satisfaction of all conditions precedent, Contractor shall pay Subcontractor's approved payment applications within fifteen (15) days of Contractor's actual receipt of payment from the Owner or Prime Contractor, or within any shorter period as may be required by applicable law or Prime Contract.
7. As a continuing condition to payment, Subcontractor shall furnish, upon request, and with each payment application as required by the Contractor, properly executed lien waivers and release from Subcontractor and all lower-tier subcontractors and suppliers of any tier, in forms as shall be determined by Contractor.
8. As a condition to final payment, the Subcontractor shall furnish an affidavit, in a form acceptable to the Contractor, certifying that all labor, materials, services, and equipment furnished in connection with the Work have been paid in full.
9. No payment, whether progress or final, shall constitute acceptance of the Work or any portion thereof, nor shall it be deemed a waiver of any defects, nonconforming Work, or other failures of the Subcontractor to comply with the requirements of this Agreement. The Contractor reserves the right to reject or require correction of any such Work at any time.
10. To the fullest extent permitted by applicable law, the Contractor may withhold, in whole or in part, any payment otherwise due, or, on account of subsequently discovered evidence, nullify or offset any payment previously made, to the extent the Contractor deems necessary to protect against actual or potential loss, cost, damage, delay, or liability arising out of or related to the Subcontractor's Work or performance under this Agreement. Such grounds for withholding may include, without limitation: (1) defective, incomplete, or non-conforming Work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claims or liens; (3) failure of Subcontractor to make proper payments to its lower-tier subcontractors, suppliers or labor; (4) a reasonable doubt that the Work can be completed for the unpaid balance of the compensation to the Subcontractor under this Agreement; (5) damage to the Work, Contractor, Owner, or others; (6) penalties, fines, or assessments arising from Subcontractor's performance; (7) failure of Subcontractor to comply with state, federal or local laws and regulations or the Contract Documents; (8) failure to provide required documentation, including payment applications, lien waivers, or proof of payment; or (9) any other condition or circumstance giving rise to a risk of loss or liability to the Contractor or Owner allowed by state or federal law. The Contractor may withhold or offset amounts sufficient, in its reasonable judgment, to cover such exposure, including anticipated costs of investigation, correction, completion, or defense. When the basis for withholding has been cured to the Contractor's satisfaction, any undisputed amounts shall be paid in accordance with this Agreement.
11. If any lien or claim is asserted for which the Contractor or Owner may become liable, and which is attributable to Subcontractor or those for whom it is responsible, Contractor shall have the right to withhold or offset any amounts due or to become due under this Agreement an amount sufficient, in the Contractor's reasonable judgment, to protect against such liability, claim or demand, including reasonable attorneys' fees. If any claim or lien arises after payment has been made, the Subcontractor shall promptly discharge or bond off such claims or liens, and shall reimburse Contractor for all amounts paid by the Contractor in connection therewith, including all costs and expenses of investigation, defense, discharge, and collection, including attorney's fees.

**IX. MISCELLANEOUS PROVISIONS**

1. *Entire Agreement.* This Agreement, together with the Contract Documents and incorporated Prime Contract provisions, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral. No amendment shall be binding unless in writing and signed by the Contractor. The Subcontractor acknowledges that it has not relied upon any representation not expressly contained in the Contract Documents.
2. *Definitions; Interpretation.* The terms “Agreement,” “Contract,” and “Subcontract” shall be used interchangeably and mean this Agreement unless expressly referring to a different agreement identified by date and parties. Headings are for convenience only and shall not affect interpretation.
3. *Prime Contract Incorporation; Upstream Obligations.* The Prime Contract between the Contractor and the Owner or Prime Contractor, whether existing now or entered into later, is incorporated herein by reference to the extent applicable to the Work. The Subcontractor shall assume toward the Contractor all obligations and responsibilities the Contractor assumes toward any upstream party relating to the Work. References to “Owner” shall include, as applicable, any Prime Contractor or upstream contracting party. Any distinction between “Owner” and “Prime Contractor” shall be interpreted to effectuate the full flow-down of obligations, requirements, rights, remedies, limitations, and protections applicable to the Contractor.
4. *Conflicts.* In the event of any inconsistency among this Agreement, the Contract Documents, or the Prime Contract, the more stringent requirement or greater obligation applicable to the Work shall govern unless prohibited by law.
5. *No Additional Terms.* No riders, addenda, proposals, invoices, acknowledgments, or other documents submitted by the Subcontractor shall modify this Agreement unless expressly accepted in a written amendment signed by both Parties. *The Subcontractor is encouraged to review this Agreement with legal counsel prior to execution.*
6. *Waiver; Remedies.* Failure of the Contractor to enforce any provision shall not constitute a waiver. No waiver shall be effective unless in writing and signed by the Contractor. All rights and remedies are cumulative and in addition to those available at law or in equity.
7. *Conditions Precedent.* Strict compliance is required with all notice, documentation, approval, and other conditions precedent to Subcontractor’s entitlement to payment, time, or other relief.
8. *Export Control and Sanctions Compliance.* To the extent this Agreement involves access to or use of articles, technical data, software, equipment, or services subject to applicable export control or sanctions laws and regulations, including without limitation the Arms Export Control Act and International Traffic in Arms Regulations (“ITAR”) (22 C.F.R. Parts 120–130), the Export Control Reform Act and Export Administration Regulations (“EAR”) (15 C.F.R. Parts 730–774), regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control (“OFAC”) (31 C.F.R. Parts 500–599), and all applicable Federal Acquisition Regulation (“FAR”) and Defense Federal Acquisition Regulation Supplement (“DFARS”) requirements relating to export controls, cybersecurity, controlled unclassified information, or covered defense information, together with all successor and supplemental laws and regulations (collectively, the “Export and Sanctions Laws”), the Subcontractor shall, at its sole responsibility, strictly comply with all applicable Export and Sanctions Laws and all licenses, approvals, and authorizations issued thereunder. The Subcontractor acknowledges that it is solely responsible for determining the applicability of any Export and Sanctions Laws to its Work. The Subcontractor shall not export, disclose, transfer, or provide access to any export-controlled articles, technical data, software, equipment, or services except in full compliance with applicable Export and Sanctions Laws and shall restrict access to ITAR- or EAR-controlled items to U.S. persons, unless otherwise expressly authorized in writing and permitted by applicable law. The Subcontractor shall ensure that all lower-tier subcontractors and suppliers of every tier comply with all applicable Export and Sanctions Laws and shall use diligent best efforts to monitor, supervise, and enforce such compliance throughout its performance of the Work.

Reference materials relating to Export and Sanctions Laws are available at:

<https://www.pmdtdc.state.gov/>

<https://www.bis.doc.gov/>

<https://ofac.treasury.gov/>

9. *Independent Contractor; Assignment.* The Subcontractor is an independent contractor and shall retain exclusive control over its means, methods, techniques, sequences, and procedures. Nothing herein creates any employment, agency, partnership, or joint venture relationship. The Subcontractor shall not assign, transfer, or delegate this Agreement, the Work, or any right to payment without the Contractor's prior written consent, which may be withheld in the Contractor's sole discretion. Any attempted assignment without such consent shall be void. The Contractor may assign this Agreement to the Owner, Prime Contractor, lender, or affiliate/parent entity without consent of the Subcontractor.
10. *Compliance with Laws.* The Subcontractor shall comply with all applicable laws and shall bear all costs arising from any violation. To the extent applicable to the Work, the Subcontractor shall also comply with all applicable Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement requirements, including those relating to cybersecurity, safeguarding covered defense information, export controls, domestic sourcing, and flow-down obligations to lower-tier subcontractors and suppliers. The Subcontractor shall indemnify, defend and hold harmless the Contractor from all related claims, damages, costs, and expenses, including attorneys' fees.
11. *Non-Discrimination.* The Subcontractor shall not discriminate in violation of applicable law.
12. *Prohibited Substances and Weapons.* Prohibited drugs, drug paraphernalia, alcoholic beverages, firearms, explosives, and weapons are prohibited at the Project or any work location.
13. *Notices.* All notices required under this Agreement shall be in writing and delivered by personal delivery, recognized courier, certified mail, or electronic transmission with confirmation of receipt, and shall be effective upon delivery or confirmed receipt.
14. *Time of the Essence.* Time is of the essence with respect to the Subcontractor's performance.
15. *Records and Audit Rights.* The Subcontractor shall retain records related to the Project and/or its Work for at least three (3) years after final payment, or longer if required by law or the Prime Contract, and shall provide the Contractor access to such records upon reasonable advance notice.
16. *No Third-Party Beneficiaries.* Nothing in this Agreement creates rights in favor of any third party except as expressly provided herein.
17. *Governing Law; Venue.* This Agreement shall be governed by the laws of the state where the Project is located. Venue shall lie where the Project is located unless the Prime Contract requires otherwise, in which case the Prime Contract shall control.
18. *Dispute Resolution.* Before commencing litigation or arbitration, the Parties shall attempt in good faith to resolve disputes through project-level discussions, escalation to senior management, and informal, non-binding mediation. If a dispute involves the Prime Contract or an upstream party, the Subcontractor shall participate in and be bound by the dispute resolution procedures required upstream.
19. *Waiver of Consequential Damages.* To the fullest extent permitted by law, the Subcontractor waives consequential, indirect, incidental, special, and punitive damages against the Contractor. The Contractor waives such damages against the Subcontractor only to the extent waived by the Owner and/or Prime Contractor against the Contractor, and only to the same extent. This waiver shall not limit (i) indemnification obligations, (ii) third-party claims, (iii) damages covered by required insurance, (iv) liquidated damages, or (v) damages arising from gross negligence or willful misconduct to the extent permitted by law.
20. *Intellectual Property.* The Subcontractor grants the Contractor, Owner, and Prime Contractor a perpetual, worldwide, royalty-free, non-exclusive license to use all intellectual property necessary for the ownership, operation, maintenance, repair, replacement, use, or enjoyment of the Work.
21. *Severability; Survival.* If any provision is held unenforceable, it shall be modified only to the extent necessary to make it enforceable, and the remaining provisions shall remain in effect. All provisions which by their nature should survive completion, termination, or final payment shall survive, including indemnity, warranty, insurance, audit, payment, and dispute resolution obligations.

22. *No Construction Against Drafter.* To the fullest extent permitted by law, this Agreement shall not be construed against either Party as the drafter.

Please remit all information to:

**BRPH CONSTRUCTION SERVICES, INC.**

Attention: Subcontracts Team

Email: [subcontracts@brph.com](mailto:subcontracts@brph.com)

5700 North Harbor City Boulevard, Suite 400

Melbourne, Florida 32940

321-254-7666

[www.brph.com](http://www.brph.com)