

CONSTRUCTION AGREEMENT

ARTICLE 1 - AGREEMENT

DATE: FEBRUARY 7, 2025

PROJECT: PORTLAND PUBLIC SCHOOLS PH 12

CONTRACTOR: AMERESCO, INC.
9700 SW CAPITOL HWY, SUITE 110
PORTLAND, OR 97219

PROJECT NO.: 1005851.001

OWNER: PORTLAND PUBLIC SCHOOLS
P.O. BOX 3107
PORTLAND, OR 97206

SUBCONTRACTOR: EMPOWER DIGITAL SOLUTIONS, INC.
7700 SW HYLAND WAY
BEAVERTON, OR 97008

TABLE OF CONTENTS

(X)	DESCRIPTION	PAGE(S)	(X)	DESCRIPTION	PAGE(S)
X	CONSTRUCTION AGREEMENT	4	APPENDIX D		
X	GENERAL CONDITIONS	26	X	CONDITIONAL WAIVER & RELEASE OF LIENS	2
X	EXHIBIT A – FLOWDOWN PROVISIONS		X	UNCONDITIONAL WAIVER & RELEASE UPON FINAL PAYMENT	4
X	EXHIBIT B – CODE OF BUSINESS CONDUCT & ETHICS	10			
X	EXHIBIT C – EEO	1			
APPENDIX A			APPENDIX E		
X	SECTION I - SCOPE OF WORK		X	PAYROLL FORM WH-347	2
	SECTION II –PLANS & SPECIFICATIONS ¹			WAGE RATES	
X	<input checked="" type="checkbox"/> ¹ INCORPORATED BY REFERENCE ONLY.		APPENDIX F		
X	SECTION III – PRICING	1		DIAGRAMS/DRAWINGS/SKETCHES ²	
APPENDIX B				<input checked="" type="checkbox"/> ² INCORPORATED BY REFERENCE ONLY.	
X	PAYMENT TERMS & PROCEDURES	2	APPENDIX G		
X	PAYMENT APPLICATION & INSTRUCTIONS	6	X	SCHEDULE AND LIQUIDATED DAMAGES	1
APPENDIX C			APPENDIX H		
X	INSURANCE REQUIREMENTS	2	X	NOTICE TO PROCEED	1

CONTRACT PRICE: \$812,527.00
EIGHT HUNDRED TWELVE THOUSAND FIVE HUNDRED TWENTY SEVEN AND 00/100 DOLLARS

Contract Price is firm subject only to additions and deletions as explicitly provided herein. Contract Price also includes payment and performance bonds as prescribed by GC4-8 of the General Conditions.

Substantial Completion: The Subcontractor’s Work shall be Substantially Complete by August 31, 2026 as such term is later defined herein, and performance by the Subcontractor hereunder shall be subject to the Liquidated Damages provisions attached hereto and incorporated herein as Appendix G.

AMERESCO, INC.

EMPOWER DIGITAL SOLUTIONS, INC.

Officer’s Signature

Officer’s Signature

Printed Name & Title of Authorized Personnel

Printed Name & Title of Authorized Personnel

1.1 Agreement. This Construction Agreement (this "Agreement") is made effective as of the date above, by and between AMERESCO, INC. its successors and assigns, and its directors, officers, employees, agents, and representatives hereinafter referred to as the ("Contractor") and the company listed above hereinafter referred to as the ("Subcontractor"), to perform the work described in Appendix A as it may be amended or supplemented from time to time in accordance with this Agreement. This Agreement may be executed in one or more counterparts (including counterparts delivered by facsimile or other electronic means), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

ARTICLE 2 - SCOPE OF WORK

2.1 Work. Contractor employs the Subcontractor as an independent contractor, to perform the work described in Appendix A, attached. The Subcontractor shall perform its work (hereinafter called the "Work") under the general direction of Contractor and in accordance with this Agreement and the Contract Documents as such term is defined below.

2.2 Materials. The term Materials shall be defined as those Materials and miscellaneous Materials provided by Subcontractor to complete the Work under this Agreement.

2.3 Contract Documents. The Contract Documents, which are binding on Subcontractor, are set forth in Article 1, the Table of Contents. Subcontractor acknowledges receipt of this Agreement (including all Exhibits and Appendices listed in Article 1, the Table of Contents, which are hereby incorporated by reference), which shall comprise all of the Contract Documents.

2.4 Conflicts and Amendments. Where a provision of the Contract Documents is inconsistent with any other provision of the Contract Documents, the provision imposing the higher standards, duty, cost or obligation on Subcontractor shall govern.

2.5 Commencement of Work. The Subcontractor shall commence its Work upon receipt of written notice to proceed ("Notice to Proceed") in the form as provided in Appendix H, from Contractor and if such Work is interrupted for any reason, Subcontractor shall resume such Work within two (2) working days from Contractor's notice to do so.

2.6 Representations of Subcontractor. Subcontractor represents and acknowledges that it has carefully examined this Agreement and the locations where the Work is to be performed and that it has satisfied itself as to (and Subcontractor shall have, and does hereby assume, full and sole responsibility for) the nature, location, character, quality, and quantity of the Work and all requirements of this Agreement as well as the conditions and other matters that may be encountered or that may affect performance of the Work or the cost or difficulty thereof, including, but not limited to, those conditions and matters affecting: transportation, access, disposal, handling, and storage of Materials, equipment, and other items; availability and quality of labor, power and utilities; and physical conditions. The failure of Subcontractor to fully acquaint itself with any applicable condition or matter shall not in any way relieve it from the responsibility for performing the Work in accordance with, and for the compensation provided for, in this Agreement. Subcontractor also represents that it has and will maintain at all times during the term hereof, all necessary permits, trade and business licenses, city, state authorizations to do business.

ARTICLE 3 - CHANGES

3.1 Changes in the Work. Should alterations or extra work hereunder be required by Contractor, Subcontractor shall furnish the material for and perform same. Should omissions be required, Subcontractor shall omit such of the Work as Contractor may from time to time direct. Should Subcontractor encounter during the progress of the Work subsurface and/or latent conditions at the site materially differing from those indicated on the drawings or specifications to the Contract Documents which could not have been foreseen or reasonably anticipated, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as existing in work of the character provided for in the plans and specifications, Contractor's attention shall be called to same in writing before such conditions are disturbed.

3.2 Contract Price. Contractor, without invalidating this Agreement, may order changes in the Work consisting of additions, deletions or modifications, the Contract Price and contract Schedule being adjusted accordingly (The Contract Price shall only increase with additions to the Scope of Work). Such changes in the Work shall be authorized by written Change Order signed by Contractor. The Contract Price and contract Schedule shall be changed only by Change Order signed by Contractor. The cost or credit to Contractor from a change in the Work shall be determined by mutual agreement. Additions to the Work shall be priced at corresponding unit cost, or if none, then by mutual agreement.

3.3 Firm Proposal. To facilitate a determination of any such increase or decrease, Subcontractor at Contractor's request will within five (5) days submit to Contractor a firm proposal for the performance by Subcontractor of any alterations or extra work required by Contractor in such detail as Contractor may require, but the actual addition to the Contract Price shall be fixed in accordance with the foregoing provisions of this paragraph after the increase in the amount due shall have been finally determined. No changes are to be made, however, except upon a written order from Contractor and Contractor shall not be liable to Subcontractor for any extra labor, materials, or equipment furnished without such written order. Nothing contained in this Article shall excuse Subcontractor from proceeding with the prosecution of the changed work when and as directed by Contractor.

ARTICLE 4 - SCHEDULE OF WORK

4.1 Time is of the Essence. Time is of the essence for Subcontractor, and Subcontractor agrees to see to the performance of the Work and the work of its sub-subcontractors so that the entire project may be completed in accordance with the Contract Documents including the Schedule of Work attached hereto as Appendix G. Subcontractor, prior to commencement of the Work, shall prepare and deliver to

Contractor a schedule of the Work (hereinafter called the "Schedule of Work") in conformance with Contractor's schedule and shall update its schedule from time to time in conformance with Contractor's schedule as required by Contractor.

4.2 Duty to be Bound. Subcontractor shall be bound by the Schedule of Work. Subcontractor shall provide Contractor with any requested scheduling information for the Work. The Schedule of Work and all subsequent changes thereto shall be provided by Contractor to Subcontractor in advance of the required performance. Subcontractor shall advise Contractor of any disagreement with the provided Schedule of Work.

4.3 Schedule Changes. Subcontractor recognizes that changes will be made in the Schedule of Work of Subcontractor and agrees to comply with such changes.

4.4 Priority of Work. Contractor shall have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of Subcontractor's Work.

4.5 Substantial Completion. Subcontractor's Work shall be substantially completed no later than the date identified in Appendix G, Schedule and Liquidated Damages.

4.6 Force Majeure. Neither Contractor nor Subcontractor shall be responsible for any failure to fulfill, or any delay in fulfilling, its obligations hereunder, except for the obligation to make payments of money, if such failure or delay is beyond the reasonable ability of such party to control, avoid or mitigate and is due to storm, flood, or other Act of God, or to fire, war, rebellion, scarcity of water, insurrection, riots, strikes (other than strikes directed at Subcontractor), or is the result of some order, rule or regulation of any federal, state, municipal, or other governmental agency that could not have been reasonably anticipated or that was not scheduled to take effect .

ARTICLE 5 - CONTRACT INTERPRETATION

5.1 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of Subcontractor to so notify Contractor in writing within three (3) working days of Subcontractor's discovery thereof.

5.2 Law and Effect. This Agreement shall be governed by the laws of the State in which Subcontractor's Work is being performed.

5.3 Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

5.4 Titles. The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

5.5 Entire Agreement. This Agreement and Contract Documents are solely for the benefit of the signatories hereto and represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

5.6 Work Continuation and Payment. Unless otherwise agreed in writing, Subcontractor shall carry on the Work and maintain the Schedule of Work pending dispute resolution, and, if so, Contractor shall continue to make payments in accordance with this Agreement.

5.7 Venue. Subcontractor agrees that it will not commence any action against Contractor, or the sureties on the performance bond given by Contractor to Owner because of any matter arising out of this Agreement in the Courts of any State other than the State in which the Work is being performed.

5.8 Cooperation in Proceedings with Owner. If the Owner and Contractor go to dispute resolution, mediation, arbitration or litigation under the Prime Contract (as defined in Exhibit A) over a matter involving, in whole or in part, Subcontractor's performance of the Work, Subcontractor agrees, upon Contractor's request, to submit to the jurisdiction of such, dispute resolution, mediation, arbitration or litigation and to prepare for such proceeding, at Subcontractor's sole expense, the portion of the matter involving Subcontractor's Work, and, when requested by Contractor, to become a party to such proceeding.

ARTICLE 6 – ALTERNATIVE DISPUTE RESOLUTION

6.1 Informal Dispute Resolution. If during the term of this Agreement any issue, dispute, claim or controversy should arise out of or in connection with the Agreement ("Dispute") and the parties are unable to resolve the Dispute on or before the 30th Day following written notice by one of the delivery methods required under Section 7.1 of such Dispute, which notice describes in reasonable detail the nature of the Dispute and the facts and circumstances relating thereto, each party shall nominate a member of its senior management team for the purpose of meeting at a mutually agreeable time and place to resolve such Dispute. Such meeting shall take place on or before forty-five (45) Days following the date of the notice of the Dispute, and if the Dispute has not been resolved within fifteen (15) Days following such meeting (or if a party fails to designate a member of its senior management team), any party may commence legal proceedings.

ARTICLE 7 - NOTICE

7.1 Written Notice. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder (other than regularly scheduled payments) shall be deemed properly given or made upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up, or two business days after being deposited in the mail if sent by registered or certified mail, return receipt requested, postage prepaid, or the next business day if sent by overnight delivery service, in each case, addressed as follows:

IF TO SUBCONTRACTOR: Empower Digital Solutions, Inc.
7700 SW Hyland Way
Portland, OR 97008
Attention: Eric Hopkins

IF TO AMERESCO: Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, Massachusetts 01701
Attention: Goran Matesic, Senior VP Construction Services
With a copy to: General Counsel at the same address

Either Party may change such address from time to time by written notice to the other Party.

7.2 Work Changes Notice. For questions related to changes in the Work or conditions at the Premises not requiring a change in the Agreement or a Change Order, all questions should be directed to Contractor's and Subcontractor's Authorized Representative(s) as follows:

Name: Natasha Coats
Telephone: 801 358-5260
Email: ncoats@ameresco.com

Name: Eric Hopkins
Telephone: 503 806-0530
Email: erik.hopkins@empowerdigital.com

7.3 Contract Changes Notice. For all other matters, the Parties designate the following as their address for all other Notices under this Agreement

Natasha Coats
9700 SW Capitol Hwy, Suite 110
Portland, OR 97219

Subcontractor Company: Empower Digital Solutions, Inc.
Address: 77 SW Hyland Way
Portland, OR 97008

GENERAL CONDITIONS

GC 1 - CLAIMS AND LIENS

GC1-1 WAGE AND COST INCREASES. Any and all wage increases or increases in costs of Materials (other than the excluded materials, if any noted in the Exclusions portion of the Scope of Work attached hereto) shall be borne by Subcontractor exclusively.

GC1-2 CLAIMS RELATING TO CONTRACTOR. Subcontractor shall give Contractor written notice of all claims within five (5) days of the beginning of the event for which such claim is made; or immediately upon Subcontractor's first knowledge of the event, whichever occurs first.

All unresolved claims, disputes and other matters in question between Contractor and Subcontractor not relating to claims included in GC1-2 shall be resolved in accordance with the terms of the Agreement.

GC 2 - ADMINISTRATION

GC2-1 AUTHORIZED REPRESENTATIVE. Contractor shall designate one or more persons who shall be Contractor's authorized representative(s) a) on-site and b) off-site. Such authorized representative(s) shall be the only person(s) Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

GC2-2 STORAGE ALLOCATION. Contractor shall allocate adequate storage areas to the extent available for Subcontractor's Materials and equipment during the course of the Work.

GC2-3 TIMELY COMMUNICATIONS. Contractor shall transmit, with reasonable promptness, all submittals, transmittals, and written approvals submitted by Subcontractor relating to the Work.

GC 3 - SUBCONTRACTOR'S RESPONSIBILITIES

GC3-1 OBLIGATIONS DERIVATIVE. Subcontractor binds itself to Contractor under this Agreement.

GC3-2 RESPONSIBILITIES.

- (A) Subcontractor shall furnish all of the labor, Materials (other than the excluded materials, if any, noted in the Exclusions portion of the Scope of Work attached hereto), equipment and services, including, but not limited to, competent supervision, shop drawings, samples, tools and scaffolding as are necessary for the proper performance of the Work.
- (B) Subcontractor shall provide a list of proposed sub-subcontractors and suppliers, be responsible for taking field dimensions, providing tests, ordering of Materials and all other actions as required to meet the Schedule of Work.
- (C) Subcontractor shall submit in time not to delay the Work, all Shop Drawings, samples, Material lists, catalog cuts, color charts or other data applicable to the Work. Contractor's failure to note errors, omissions or deviations from the requirements of the Contract Documents shall not relieve Subcontractor from liability therefor.
- (D) Subcontractor shall order the Materials required under this Agreement as soon as possible to avoid delays caused by late deliveries, and require same to be delivered to the site of the project or Subcontractor's shop. Subcontractor shall be fully responsible for such Materials and shall not be entitled to payment therefor until Contractor has accepted the Work of which they are a part.
- (E) Subcontractor shall at its own expense perform in a skillful and workmanlike manner all cutting, fitting and patching necessary for completion of the Work. The time, manner and extent of such cutting, fitting and patching and the obligations of the respective trades in connection therewith shall be determined by Contractor in his sole discretion and such determination shall be final and binding on Subcontractor.

GC3-3 TEMPORARY SERVICES. Subcontractor shall provide and pay for all facilities and conveniences that it may require for the performance of the Work including, but not limited to, hoists, scaffolding, ladders, light, power and heat. If Contractor shall furnish any such services or facilities, Subcontractor shall pay his pro-rata share of the cost thereof.

GC3-4 COORDINATION. The Subcontractor shall:

- (A) Coordinate its Work with the work of other trades so as to allow the entire project to progress without delay;
- (B) cooperate with Contractor and all others whose work may interfere with the Work;
- (C) specifically note and immediately advise Contractor of any such interference with the Work;
- (D) participate in the preparation of the coordination drawings and work schedules in areas of congestion; and
- (E) immediately notify Contractor of the existence or continuation of any delay or disruption caused as a result of any deficiency in cooperation or coordination.

GC3-5 QUALITY ASSURANCE/QUALITY CONTROL. If requested, Subcontractor shall, prior to commencement of the Work, submit for Contractor's approval a detailed written quality assurance/quality control ("QA/QC") program to be implemented for the Work. Such program shall be compatible with Contractor's QA/QC program and Subcontractor shall be bound at a minimum, to the standards and procedures set forth in Contractor's QA/QC program.

GC3-6 PROVISION FOR INSPECTION. Subcontractor shall notify Contractor when portions of Subcontractor's Work are ready for inspection. Subcontractor shall at all times furnish Contractor and its representatives adequate facilities for inspecting Materials at the site or any place where Materials under this Agreement may be in the course of preparation, process, manufacture or treatment.

Subcontractor shall furnish to Contractor in such detail and as often as required, full reports of the progress of Subcontractor's Work irrespective of the location of such work.

GC3-7 CLEANUP. In addition to its own cleaning obligations, Subcontractor shall follow Contractor's cleanup directions, and
(A) at all times keep the building and premises free from debris and unsafe conditions resulting from the Work; and
(B) broom clean each work area prior to discontinuing work in the same.

If Subcontractor fails to immediately commence cleanup duties within twenty-four (24) hours after receipt from Contractor of written notice of noncompliance, the Contractor may implement such safety or cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due Subcontractor.

GC3-8 PROTECTION OF THE WORK. Subcontractor shall take necessary precautions to properly protect the Work and the work of others from damage caused by Subcontractor's operations. Should Subcontractor cause damage to the Work or property of Contractor or others, Subcontractor shall promptly remedy such damage to the satisfaction of Contractor, or Contractor may so remedy and deduct the costs thereof from any amounts due or to become due Subcontractor.

GC3-9 PERMITS, FEES AND LICENSES. Subcontractor shall give adequate notices to authorities pertaining to Subcontractor's Work and secure and pay for all federal, state, and local permits, fees, licenses, assessments, inspections and taxes necessary to complete Subcontractor's Work in accordance with the Contract Documents. Subcontractor shall not be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of the Agreement.

GC3-10 ASSIGNMENT. Subcontractor shall not assign this Agreement or its proceeds nor subcontract the whole nor any part of Subcontractor's Work without prior written approval of Contractor, and Contractor may in its sole discretion withhold consent.

GC3-11 NON-CONTRACTED SERVICES. Subcontractor agrees, except as otherwise provided in this Agreement, that no claim for non-contracted construction services rendered or Materials furnished shall be valid unless Subcontractor provides Contractor notice as follows and shall then be subject to the acceptance of Contractor:

- (A)** prior to furnishing of the services or Materials, except in an emergency affecting the safety of persons or property;
- (B)** in writing of such claim within three (3) days of first furnishing such services or Materials; and
- (C)** the written charge for such services or Materials to Contractor no later than the tenth day after rendering such services or supplying such Materials.

GC3-12 TITLE TO INTELLECTUAL PROPERTY. Title to drawings, designs, plans, Specifications and other tangible media specifically prepared as part of the Subcontractor's work in connection with the design, engineering and construction of the project (including but not limited to as-built drawings) and in which Subcontractor has rights it may convey, assign or otherwise transfer, shall be vested in Contractor, and to the extent Subcontractor does not have the right to convey, assign or otherwise transfer such title, then Subcontractor shall, and hereby does, grant to Contractor an irrevocable, unrestricted, non-exclusive, fully paid, royalty-free, transferable license with respect to the use and reproduction thereof.

GC 4 - CONTRACT PROVISIONS

GC4-1 LAYOUT RESPONSIBILITY AND LEVELS. Contractor shall establish principal axis lines of the Work and site whereupon Subcontractor shall lay out and be strictly responsible for the accuracy of the Work and for any loss or damage to Contractor or others by reason of Subcontractor's failure to set out or perform the Work correctly. Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces and interconnection with the work of others.

GC4-2 WORKMANSHIP. Every part of the Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all Materials used in the Work shall be furnished in ample quantities to facilitate the proper and timely execution of the work, and shall be new except such Materials as may be expressly provided in the Contract Documents to be otherwise.

GC4-3 MATERIALS FURNISHED BY OTHERS. In the event the Work includes installation of Materials or equipment furnished by others, it shall be the responsibility of Subcontractor to examine the items so provided and handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of Subcontractor or its sub-subcontractors shall be deducted from any amounts due or to become due Subcontractor. Unless otherwise specified in this Contract or directed, in writing, by Contractor, Subcontractor shall arrange for and effectuate safe, sufficient, and proper storage at the Premises of all reusable equipment or materials located at the Premises prior to commencement of the Work which Subcontractor removes or disconnects in performing the Work. To the extent that Subcontractor is responsible, in accordance with

the provisions of this Contract, for disposing of any such equipment or materials Subcontractor shall be responsible for disposing of any hazardous or toxic substances that may exist in any such equipment or materials (for example, lamps, in ballasts, fluorescent bulbs, capacitors or transformers) prior to such disposal in a manner which complies with all applicable local, State and Federal laws.

GC4-4 SUBSTITUTIONS. No substitutions shall be made in the Work unless permitted in the Contract Documents and only then upon Subcontractor first receiving all approvals required under the Contract Documents for substitutions.

GC4-5 USE OF CONTRACTOR'S EQUIPMENT. Subcontractor, its agents, employees, sub-subcontractors or suppliers shall not use Contractor's equipment without the express written permission of Contractor's designated representative.

If Subcontractor or any of its agents, employees, suppliers or lower tier sub-subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Contractor, Subcontractor shall be liable to Contractor as provided in GC8 for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of Contractor's employees operating such equipment.

GC4-6 CONTRACT BOND REVIEW. Intentionally omitted.

GC4-7 WARRANTY. Subcontractor warrants the Work against all deficiencies and defects in Materials and/or workmanship and as may be more strictly called for in these Contract Documents.

Subcontractor agrees to satisfy such warranty obligations which appear within the guarantee or warranty period established in the Contract Documents and all applicable laws without cost to Contractor.

If no guarantee or warranty is expressly required by the Contract Documents, then Subcontractor shall guarantee or warranty the Work as described above for the minimum period of one (1) year from the date(s) of Substantial Completion as defined in Appendix G of all or a designated portion of the Work or acceptance or use by Contractor of designated equipment, whichever is sooner. In addition, any manufacturer's warranties which exceed this one (1) year period shall be assigned to Contractor if allowed by the manufacturer.

Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Work prior to final payment.

GC4-8 PAYMENT AND PERFORMANCE BONDS. If the contract price exceeds One Hundred Thousand Dollars (\$100,000), Subcontractor shall **simultaneously with the execution of this Agreement**, deliver to the Contractor and pay all premiums for payment and performance bonds running to Contractor in a sum equal to the total price of this Agreement with corporate sureties listed on the Department of Treasury's Department Circular 570 satisfactory to Contractor, conditioned upon the faithful performance by Subcontractor of the Work to be performed under this Agreement in each and every of its particulars, as it may be from time to time modified by Change Orders, such bonds to be in such form and from such party and to otherwise contain such provisions as are reasonably satisfactory to Contractor.

GC 5 - RECOURSE BY CONTRACTOR

GC5-1 FAILURE OF PERFORMANCE

GC5-1-1 NOTICE TO CURE. If Subcontractor refuses or fails to supply enough properly skilled workers, proper Materials, or maintain the Schedule of Work, or fails to make prompt payment for its workers, sub-subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a material breach of any provision of this Agreement, and fails within three (3) working days after receipt of written notice by one of the delivery methods required under Section 7.1 to commence and continue satisfactory correction of such default with diligence and promptness, then Contractor, without prejudice to any rights or remedies, shall have the right to exercise any or all of the following remedies:

- (A) supply such number of workers and quantity of Materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof which Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees;
- (B) contract with one or more additional Subcontractors to perform such part of Subcontractor's Work as Contractor shall determine will provide the most expeditious completion of the Work and charge the cost thereof to the Subcontractor;
- (C) withhold payment of any monies due Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor; and
- (D) in the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without notice.

GC5-1-2 TERMINATION BY CONTRACTOR. If Subcontractor fails to commence, satisfactorily continue and prosecute to completion the correction of a default within forty-eight (48) hours after receipt by Subcontractor of the notice issued under GC5-1-1 then Contractor may, in lieu of or in addition to GC5-1-1, issue a second written notice, by certified mail, to Subcontractor and its surety. Such notice shall state that if Subcontractor fails to commence and continue correction of a default within forty-eight (48) hours after receipt by Subcontractor of the notice, Contractor may terminate this Agreement and use any Materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete Subcontractor's Work. Contractor also may furnish those Materials, equipment and/or employ such workers or sub-subcontractors as Contractor deems necessary to maintain the orderly progress of the Work.

All of the costs incurred by Contractor in so performing the Work, including reasonable overhead, profit and attorney's fees, shall be deducted from any monies due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the contract price.

GC5-1-3 USE OF SUBCONTRACTOR'S EQUIPMENT. If Contractor performs work under this General Condition or sublets such work to be so performed, Contractor and/or the persons to whom work has been sublet shall have the right to take and use any Materials, implements, equipment, appliances or tools furnished by, belonging or delivered to Subcontractor and located at the project.

GC5-2 BANKRUPTCY

GC5-2-1 TERMINATION ABSENT CURE. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors Contractor may terminate this Agreement upon giving three (3) working days written notice, by one of the delivery methods required under Section 7.1, to Subcontractor and its surety, if any. If an order for relief is entered under the bankruptcy code with respect to Subcontractor, Contractor may terminate this Agreement by giving three (3) working days written notice, by certified mail, to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

- (A) promptly cures all defaults;
- (B) provides adequate assurances of future performance and proof of improved credit status;
- (C) compensates Contractor for actual pecuniary loss resulting from such defaults; and
- (D) assumes the obligations of Subcontractor within the statutory time limits.

GC5-3 SUSPENSION BY CONTRACTOR. Intentionally omitted.

GC5-4 TERMINATION BY CONTRACTOR. Intentionally omitted.

GC5-5 TERMINATION FOR CONVENIENCE. Contractor may cancel and terminate this Agreement, at will, with or without cause, by serving five (5) days advance written notice upon Subcontractor. Upon receipt of such notice, Subcontractor shall immediately cease performance of the Work except for such work as may be authorized by Contractor as being necessary to preserve or protect work previously performed. Unless otherwise instructed by Contractor, Subcontractor shall take all steps reasonably necessary to terminate any sub-subcontractor with respect to the Work. If Contractor so requests, Subcontractor will assign its rights (but not its pre-existing obligations) under any subcontract to Contractor.

GC5-6 PAYMENT TO SUBCONTRACTOR FOR TERMINATION OR SUSPENSION. In the event of any termination for convenience or suspension of this Agreement with Subcontractor by Contractor, Subcontractor will be entitled to receive payment (in accordance with the rates set forth in this Agreement, and pro-rata based upon the amount of Work completed or any portions thereunder, and subject to payment terms and retainage indicated in this Agreement) for any Work properly performed up to the time of receipt of such notice of Termination, and will turn over any and all Work to Contractor. Subcontractor will not be entitled to special billing rates, termination fees, cancellation charges, or any other fees or damages whatsoever, and will not be entitled to seek reimbursement for charges incurred with regard to cancellation costs incurred regarding arrangements which Subcontractor might have with any sub-subcontractors or suppliers.

In the event of termination for cause of this Agreement with Subcontractor by Contractor, Subcontractor will not be entitled to receive any further payment under this Agreement until the Work required hereunder shall be fully completed and accepted by Contractor; and at such time, if the unpaid balance of the Contract Price to be paid hereunder shall exceed the expense incurred by Contractor in completing the said Work, such excess shall be paid by Contractor to Subcontractor; but if such expense shall exceed such unpaid balance, then Subcontractor shall pay the difference to Contractor.

GC 6 – ENVIRONMENTAL SAFETY & HEALTH COMPLIANCE

GC6-1 SAFETY. Subcontractor shall be responsible for the prevention of accidents and injury in the vicinity of or connected with the Work. Subcontractor agrees to comply with all federal, state, municipal and local laws, ordinances, rules, regulations, codes and other requirements concerning safety, including but not limited to the Federal Occupational Safety and Health Act of 1970 (OSHA), U.S. Department of Labor Occupational Safety & Health Administration and with all safety standards or programs established by Contractor.

Subcontractor shall notify the Contractor Project Manager of the occurrence of any accident or injury or the existence of any unsafe condition on or about the jobsite, within 15 minutes upon discovery of such accident, injury or condition. When so ordered, Subcontractor shall stop any part of the work which Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken. The Subcontractor shall complete and submit to the Contractor's Project Manager a completed written Accident/Injury Investigation Report (Contractor's Form) within 24-hours of the occurrence.

The Subcontractor shall conduct employee post accident/Injury drug testing as soon as practicable following an incident in accordance with established policies and guidelines.

GC6-2. SAFETY PRECAUTIONS AND PROGRAMS

GC6-2-1. Subcontractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement.

GC6-3. SAFETY OF PERSONS AND PROPERTY

GC6-3-1. Subcontractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and Materials and equipment to be incorporated therein, whether in storage on or off the site under care, custody or control of Subcontractor or Subcontractor's sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks pavements, roadways structures and utilities not designated for removal, relocation or replacement in the course of construction.

GC6-3-2. Subcontractor shall give notice and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

GC6-3-2-1. Subcontractor shall comply with applicable provisions of the Federal Occupational Safety and Health Act ("OSHA"), In addition to all other laws, ordinances, rules regulations, and orders of any Federal, state, or local public authority having jurisdiction for the safety of persons or property, including but not limited to the local fire department and board of health. Subcontractor shall promptly notify Contractor upon becoming aware of an inspection under, or any allege violation of OSHA or any other provision of federal, state or local law, relating in any way to undertaking of this Agreement.

GC6-3-2-2. Subcontractor shall comply with regulations, conditions, or instructions affecting the performance of the Work issued by the Federal Environmental Protection Agency, the Oregon Department of Health and Environmental Control and other federal, state or local public authority having jurisdiction to abate or prevent pollution, including water pollution, air pollution, land pollution and/or other health or safety hazards.

GC6-3-2-3. Contractor places special emphasis on the protection of persons and existing structures, and there shall be no compromise as to the degree of protection required.

GC6-3-3. Subcontractor shall (a) verify compliance with all laws, ordinances, rules, regulations and lawful of orders of public authorities referred to in GC6-3-2 and (b) submit a project-specific Health and Safety Plan to Contractor's Project Manager at least (5) days prior to startup of work, which addresses to Contractor's satisfaction the procedures to be implemented by Subcontractor to comply with all laws, ordinances, rules, regulations and lawful orders of public authorities referenced in GC6-3-2. The review and approval by Contractor of Subcontractor's Health and Safety Plan is solely for Contractor's benefit, and without any representation or warranty whatsoever to Subcontractor or any third party with respect to the adequacy, correctness or legal compliance thereof or otherwise; nor shall Contractor incur any liability, obligation or responsibility to Subcontractor or any third party by reason of such review and approval. As part of Subcontractor's Health and Safety Plan, Subcontractor is responsible for implementing a worker protection program that is in compliance with all applicable regulations. Subcontractor is also responsible for identifying and providing the appropriate personal protective equipment (e.g., eye protection, gloves, hard hat, safety boots, respirator) to all workers based on the type of work they will be performing. Subcontractor shall identify and provide all required environmental, health and safety training and related job-site supervision to all workers. This training may include, but is not limited to, chemical, safety hazard, communication, spill prevention, occupational exposure to blood borne pathogens, lockout/tag out, confined space entry, emergency evacuation, fall protection, ladder safety, hazardous waste management and personal protective equipment training. Subcontractor shall maintain on-site for Contractor review, documentation that supports adherence to the requirements of GC6-3-3.

GC6-3-4. Subcontractor shall erect and maintain, (i.e. flagging, temporary barricades, etc.) as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying sub-subcontractors and users of adjacent sites and utilities.

GC6-3-5. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, Subcontractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel and in accordance with all Federal, State and local regulations. Storage locations of explosives and hazardous materials shall be coordinated through and approved by the Contractor's Project Manager.

GC6-3-5-1. Subcontractor is required to develop, implement and maintain a hazard communication program in accordance with OSHA regulations in order to protect workers who may use or be exposed to hazardous substances during the course of construction activity, Subcontractor shall submit a Hazard Communication program and an inventory of all on-site hazardous chemicals with accompanying material safety data sheets (MSDS's) to

Contractor's Project Manager as part of its overall Health and Safety Plan prior to the start of the Work. The Subcontractor shall submit an updated inventory list to the Contractor's Project Manager, when hazardous chemicals have been added or deleted.

GC6-3-6. Subcontractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in GC 6.3.1.2 and 6.3.1.3 caused in whole or in part by Subcontractor a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Subcontractor is responsible under GC6-3-1-2 and 6-3-1-3, except for damage or loss attributable to acts or omissions of Contractor or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Subcontractor.

GC6-3-7. Subcontractor shall designate a responsible member of Subcontractor's organization at the site of the Work whose duty shall be the prevention of accidents. This person shall be Subcontractor's superintendent unless otherwise designated by Subcontractor in writing to Contractor and Contractor's Construction Manager and shall be specifically referenced by name and title as part of Subcontractor's Health and Safety Plan.

GC6-3-8. Subcontractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

GC6-3-9. Subcontractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work by the local fire chief or fire marshal. The area within the site limits, including all storage areas, shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

GC6-3-10. Subcontractor is responsible for maintaining the area within the site limits free of all debris and food-related trash that may harbor and/or attract rodents. Subcontractor shall provide secure refuse containers for all food-related trash. The containers shall be heavy-duty refuse containers with tight-fitting domed lids, with a spring loaded flap, and no opening that allow access by rodents. Subcontractor shall notify Contractor immediately whenever rodents or signs of rodents (e.g., burrows, droppings) are observed.

GC6-3-11. Subcontractor shall at all times protect excavations, trenches, buildings and Materials, from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin. Subcontractor shall remove promptly and dispose of properly, any accumulation of water. Subcontractor shall provide and operate all pumps, piping and other equipment necessary to this end.

GC6-3-12. Subcontractor shall comply with all Federal, State and local regulations pertaining to air and water pollution control.

GC6-3-12-1. Subcontractor shall keep dust down at all times including nonworking hours, weekends, and holidays, Subcontractor shall treat all on-site soil that is disturbed by the operations, including stockpiled material, with wet suppression or other means to control dust in accordance with Subcontractor's Health and Safety Plan. The use of petroleum products for dust suppression is prohibited.

GC6-3-12-2. Subcontractor shall clean trucks leaving the site and entering paved public streets of all mud and dirt clinging to the vehicle body and wheels. Subcontractor shall manage all run-offs from equipment/wheel washing as described in GC6-3-11 and in accordance with Subcontractor's submitted Health and Safety Plan.

GC6-3-12-3. Subcontractor shall load trucks arriving at and leaving the site in a manner that will prevent the dropping of Materials or debris on the streets. Subcontractor shall secure and cover transport equipment and loose Materials to ensure that Materials do not become airborne during transit. Subcontractor shall remove spills of materials in public areas immediately at no additional cost to the Contractor.

GC6-3-12-4. Subcontractor shall maintain all equipment, trucks and other vehicles in such a manner as to minimize pollutant emissions.

GC6-3-12-5. Subcontractor shall temporarily stockpile excavated soil onsite in soil storage areas in accordance with site-specific considerations regarding size and location of piles as directed by Contractor. Subcontractor shall manage all run-offs from soil storage areas as described in GC6-3-12.

GC6-3-13. Subcontractor shall remove snow and ice which might result in damage or delay. Subcontractor's snow melting/de-icing procedures shall utilize alternative de-icing compounds such as CaCl₂ and calcium magnesium acetate (CMA) in order to minimize pollutant-loading impacts.

GC6-3-14. During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by Contractor, whichever is earlier, Subcontractor shall provide temporary heat, ventilation, and enclosure adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to Materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided for in the Contract Documents. Subcontractor must obtain Contractor's prior written approval for the source and type of fuel intended to be used for temporary heat.

GC6-4 - HAZARDOUS MATERIALS

GC6-4-1. Hazardous waste that is generated by Subcontractor as part of the Work shall be stored and disposed of in accordance with all applicable Federal State, and local laws and regulations. Hazardous waste storage requirements include, but are not limited to, secondary containment, proper labeling, segregation of incompatible materials and routing inspection of storage areas. In addition, all hazardous waste containers shall be constructed of a material that is compatible with the waste, shall be in sound condition, and shall be kept securely closed at all times. Subcontractor shall be responsible for disposal of all non-hazardous equipment and materials which are rendered useless and removed as a result of installation of a Materials and or equipment pursuant to this Agreement. Subcontractor shall, at its cost, cause all lamps which are classified as hazardous wastes by the rules and regulations of the U.S. Environmental Protection Agency (40 CFR Parts 260 through 279) as may be applicable, and PCB-contaminated ballasts, if any, which have been removed as a result of the Work to be transported and disposed of.

GC6-4-2. Intentionally Omitted.

GC6-4-3. Intentionally Omitted.

GC6-4-4. Subcontractor is responsible for the proper removal and disposition of all surplus chemicals (e.g., paints, lubricants, and cleaning products) that they bring on-site as part of the Work. Subcontractor shall not use any drain, pipe or plumbing fixture for the disposal of any hazardous or caustic waste materials. No chemicals that Subcontractor brings on-site shall remain on site at the completion of the Work.

GC6-4-5. To ensure that construction activities and the use of heavy equipment does not increase the risk of a release of oil or hazardous materials to the environment, Subcontractor shall have and implement a Spill Plan that reflects all applicable regulatory standards. Subcontractor shall immediately report all spills/releases to Contractor. Subcontractor shall coordinate with Contractor regarding reporting and follow-up documentation to outside regulatory agencies. Subcontractor shall submit its Spill Plan to Contractor as part of the overall Health and Safety Plan, prior to the start of Work.

GC6-4-6. In the event Subcontractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead-based paint, oil, pollutants, hazardous materials, or contaminants, Subcontractor shall immediately stop Work in the area affected and report the condition to Contractor and Contractor's Construction Manager in writing. If in fact the material is asbestos, polychlorinated biphenyl (PCB), lead-based paint, oil, pollutants, hazardous materials or contaminants and it has not been rendered harmless, the Work in the affected area shall not thereafter be resumed except by written agreement of the Contractor and Subcontractor. If the material is other than asbestos, polychlorinated biphenyl (PCB), lead-based paint, oil, pollutants, hazardous materials, or contaminants, the Work in the affected area shall only be resumed upon explicit direction by Contractor and Contractor's Construction Manager.

GC6-4-7. Owner or Contractor shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Subcontractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, Contractor shall furnish in writing to Subcontractor and Subcontractor's Construction Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task removal or safe containment of such material or substance. Subcontractor agrees to cooperate with other consultants engaged by Contractor to perform services with respect to the detection, removal containment, treatment or disposal of asbestos, polychlorinated biphenyl (PCB), lead-based paint, oil, pollutants, hazardous, materials, or contaminants. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement by Contractor and Subcontractor. The contract Schedule shall be extended appropriately and the Contact Price shall be increased in the amount of Subcontractor's reasonable additional costs of shut-down, delay and start-up which adjustments shall be accomplished as provided in Article 3.

GC6-4-8. Contractor shall not be responsible under GC6-4 for materials and substances brought to the site by Subcontractor.

GC6-5 - EMERGENCIES

GC6-5-1. The Subcontractor shall maintain on-site and conspicuously posted a current list of emergency numbers and notifications. The Subcontractor shall maintain onsite during all work activities a reasonable means to summons assistance in case of an emergency. In an emergency affecting safety of persons or property, Subcontractor shall act, at Subcontractor's discretion and in accordance with their submitted Health and Safety Plan, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by Contactor on account of an emergency shall be determined as provided in Article 3. The Subcontractor shall ensure that all employees have reviewed, and are familiar with the on-site emergency action/response procedures as defined in the Site Safety & Health Plan prior to the startup of work activities.

GC 7 - LABOR RELATIONS

GC7-1 WORK STOPPAGE. Subcontractor shall employ only such labor as can work in harmony with any other trades on the job and as will not cause dissension among any other workers or cause any work stoppage. If a work stoppage occurs on the job, whether by workers employed by Subcontractor or by others because of matters relating to Subcontractor's work, Contractor shall have the right to terminate this Agreement in

accordance with the procedures set forth in GC5-1-2. In any event, and in addition to any other remedies set forth herein, Subcontractor shall be responsible to Contractor for all losses, damages and expenses incurred by Contractor as a result of any such work stoppage.

GC 8 - SUBCONTRACTOR COMPLIANCE OBLIGATIONS

GC8-1 COMPLIANCE WITH LAWS. Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances, resolutions, codes, rules and regulations (hereinafter collectively referred to as "laws") applicable to the Work including, but not limited to, equal employment opportunity, minority business enterprises, women business enterprises, disadvantaged business enterprises, safety, Executive Order No. 11246, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, and the Drug-Free Work Place Act, and all rules and regulations promulgated thereunder, all as the same may have been or may be amended, all of which are incorporated herein by this reference and all other laws with which Contractor must comply. Upon Contractor's request, Subcontractor shall furnish Contractor a Certificate of Non segregated Facilities and shall obtain a similar certification from any of its sub-subcontractors.

Subcontractor agrees to advise its employees and the employees of its sub-subcontractors and agents that: (1) it is the policy of Contractor that the use, possession, sale, transfer or purchase of alcohol, drugs or controlled substances is prohibited as is the presence of anyone under the influence of same; (2) entry onto Contractor's work site constitutes consent to an inspection of the employee and his or her personal effects when entering on, or leaving the property as allowed by the laws of the State of Oregon; (3) any employee who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Contractor's property work site, at the discretion of Contractor. Subcontractor's policy is required to meet or exceed Contractor's policy regarding the restrictions and use of alcohol, drugs or controlled substances.

Subcontractor shall be liable to Contractor for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

GC8-2 EQUAL EMPLOYMENT OPPORTUNITIES. Subcontractor agrees to comply with all local, state and federal laws and ordinances, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, regarding discrimination against any individual on the basis of age, race, color, disability, religion, sex, sexual orientation, national origin, Vietnam era military service, or ancestry.

GC8-3 PATENTS. Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented Materials in the Work, and Subcontractor shall, and hereby does, grant to Contractor an irrevocable, unrestricted, non-exclusive, fully-paid, royalty-free, transferable license with respect to any patented Materials used in the Work. Subcontractor shall defend all suits for claims for infringement of any patent, trademark, copyright, or similar rights arising out of the Work, which may be brought against Contractor, and shall be liable to Contractor for all losses, including all costs, expenses, and attorney's fees. If a final injunction against Contractor's use of any patented Materials results from any such claim (or if Contractor reasonably believes such a claim is likely), Subcontractor shall, at its expense, and as Contractor requests, obtain for Contractor the right to continue using the patented Materials or replace or modify them so they become noninfringing, but functionally equivalent.

GC8-4 LIENS AND CLAIMS. In the event that any Mechanic's Liens or claims are filed by anyone in relation to the labor and material of Subcontractor or any of its sub-subcontractors, Subcontractor shall have same discharged within five (5) days after receipt of notice thereof from Contractor. Upon failure of Subcontractor to do so, Contractor may have said liens or claims discharged and the expense thereof, including any obligation assumed by deposit, bond, indemnity or otherwise, plus attorney's fees shall be paid by Subcontractor and may be deducted by Contractor from any amounts due Subcontractor under this Agreement.

GC8-5 CODE OF BUSINESS ETHICS. The Contractor's Code of Business Ethics dated May 27, 2010 (the "Code") requires any individual or company who conducts business for or with the Contractor to comply with the Code, a copy of which is attached hereto as Exhibit B. Subcontractor represents and warrants that it shall comply with the Code as it relates to the Work.

GC8-6 ACCEPTABLE USE POLICY. For all Contracts involving the Subcontractor's access to personal information, and confidential data as defined in 201 CMR 17 (herein collectively "personal information"), Subcontractor certifies under the pains and penalties of perjury that the Subcontractor (1) has read 201 CMR 17 and agrees to protect any and all personal information; and (2) has reviewed the Contractor's Acceptable Use Policy.

Notwithstanding any contractual provision to the contrary, in connection with the Subcontractor's performance under this Agreement, the Subcontractor shall:

- (1) obtain a copy, review, and comply with the Contractor's Acceptable Use Policy (AUP) and any pertinent security guidelines, standards and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;
- (2) communicate and enforce the Contractor's AUP and such Security Policies against all employees (whether such employees are direct or contracted) and sub-subcontractors;
- (3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which Subcontractor is given access by the Contractor from unauthorized access, destruction, use, modification, disclosure or loss;
- (4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or sub-subcontractors during or after the term of this Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;

- (5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the Contractor if Subcontractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the Contractor to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the Contractor and Subcontractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Agreement, such that the Contractor may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 29 of the General Terms and Conditions, withholding of payments, suspension, or termination. In addition, Subcontractor may be subject to applicable statutory or regulatory penalties, including without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

GC8-7 FORCED LABOR: Subcontractor does not support any initiative that endorses or utilizes forced (or child) labor in any form. Further, Subcontractor is committed to diligently ensuring that any company they engage for business purposes, including sub-contractors, consultants, and vendors, share the same stance.

GC 9 - SPECIAL PROVISIONS

GC9-1 PRECEDENCE. It is understood the work to be performed under this Agreement, including the terms and conditions thereof is as described in the Contract Documents, Subcontract Agreement and these General Conditions together with the Special Conditions if any, which are intended to complement same. However, in the event of any inconsistency, Subcontractor's obligations shall be determined as set forth in Article 2.4, Conflicts and Amendments, of the Agreement.

GC9-2 CONFIDENTIALITY/CONTRACTORSHIP/RECORD RETENTION. Notwithstanding any other provision in this Agreement or its exhibits to the contrary, Subcontractor acknowledges and agrees that this Agreement, its exhibits and attachments, and the information contained herein and any and all information which the Contractor provides or discloses in the future to Subcontractor ("Confidential Information") is to remain confidential and is proprietary and owned by Contractor, and all Work performed hereunder is owned by Contractor. Subcontractor acknowledges and agrees that it will not divulge the terms, conditions, and contents of the Confidential Information to any person whatsoever, without (a) the prior written consent of Contractor, or (b) a valid order of a court or agency of competent jurisdiction. Subcontractor shall retain all records relating to the Work under this Agreement for at least seven (7) years or such longer period as required by applicable law, beyond the completion and final payment for all Work hereunder, and shall make such records available to Contractor for inspection during regular business hours during such record retention period.

GC9-3 COOPERATION WITH CONTRACTOR. Subcontractor shall take all necessary measures to cooperate with the Contractor to achieve the orderly and proper performance of the Work.

GC 10 - PREVAILING WAGE RATES

GC10-1 PREVAILING WAGE RATES. Subcontractor's compliance with prevailing wage rates is determined in Article 1, Table of Contents, Appendix E as indicated either by a check mark indicating applicability or a notation indicating nonapplicability (NA). When subject to prevailing wage rates, no workers employed on this project shall be paid less than the prevailing wage rates identified in Appendix E and Subcontractor shall submit certified payrolls weekly to Contractor as evidence of compliance with such prevailing wage rates.

GC 11 – ADDITIONAL CONTRACT REQUIREMENTS

GC11-1 ADDITIONAL CONTRACT REQUIREMENTS. Subcontractor represents and warrants the following to Contractor (in addition to any other representations and warranties contained in this Agreement including the Contract Documents) as a material inducement to Contractor to execute this Agreement, which such representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the final completion and acceptance of the Work.

(A). Subcontractor is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

(B). Subcontractor is able to furnish the plant, tools, materials, supplies equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience, staff and competence to do so;

(C). Subcontractor is, authorized to do business in the State of Oregon and is properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over Subcontractor the Work and the project;

(D). Subcontractor's execution of this Agreement and performance thereof is within Subcontractor's duly authorized powers and the signature placed by the representative hereon is duly authorized and within the authority granted to the signatory;

(E). Subcontractor's duly authorized representative has visited the site of the Work and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of this Agreement; and

(F). Subcontractor possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of this particular project and will perform the Work with the care, skill and diligence of such a Subcontractor.

GC11-2 AUDIT. Contractor or its representatives shall have the right to audit, examine, and copy, at reasonable times and places, all records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, the project and the Work, and Subcontractor shall preserve these for a period of four years after final payment, or for such longer period as may be required by law; provided, however, that such right shall be limited to the extent Contractor deems necessary to determine or confirm matters relating to any adjustment to the Contract Price (whether arising from changes in the Work or otherwise). If any inspection or audit by Contractor reveals an overcharge, Subcontractor shall pay Contractor upon demand, an amount equal to such overcharge, as reimbursement for said overcharge, and shall also, in the event the amount of such overcharge (in any single instance or in the aggregate with all other overcharges for the Work) is equal to or greater than three percent (3%) of the Contract Price, bear the cost of performing the audit. In addition, Subcontractor shall reimburse Contractor for the administrative expenses incurred by Contractor in determining the overcharge(s).

GC11-3 SUBCONTRACTOR REVIEW. Execution of the Contract by Subcontractor is representation that the Subcontractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and has become familiar with the site specific conditions and constraints as well as all local, state and other applicable regulatory requirements affecting the site and correlated personal observations with requirements of the Contract Documents. The Subcontractor has evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and physical condition of the project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of Materials, tools and equipment. (5) geotechnical data of the soil and subsurface conditions of the project site, (6) parking, traffic and logistics, and (7) other similar issues. Subcontractor recognizes that the project may involve working in a facility which will be in full use during the period of construction, and Subcontractor shall cooperate with Contractor and perform the Work hereunder in such a manner and at such times so as to minimize the interference with the present operation of any occupied facility. Subcontractor acknowledges that the progress of the Work may be adversely affected by the fact that (a) the facility and surrounding areas are operating and are open to the public and/or (b) the project forms a part of a network of buildings with complex and integrated infrastructure and utility systems, and Subcontractor agrees to make no claim for addition costs damages associated with any such related delays or inefficiencies. The Contractor shall not be required to make any adjustment in the contract Schedule in connection with any failure by Subcontractor or any of its sub-subcontractors to comply with the requirements of or on account of the conditions detailed in this GC11.

GC11-4 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.

GC11-4-1. The drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer of Record, are instruments of service through which the Work to be executed by Subcontractor is described. Subcontractor may retain one set as set forth more fully in GC9. Subcontractor shall maintain at the site for the Contractor a record copy of such documents which shall be marked currently to record changes and selections made during construction and which shall be delivered to the Engineer of Record for review and submittal to Contractor upon completion of the Work. Subcontractor may elect at Subcontractor's own expense, to prepare and retain Subcontractor's one (1) record set. Neither Subcontractor nor any sub-subcontractor, sub--sub-subcontractor or Material or equipment supplier shall own or claim a copyright in the drawings, Specifications and other documents prepared by or on behalf of the Engineer of Record. Except with the prior written permission of Contractor, Subcontractor shall not use the drawings, Specifications and /or other documents prepared by the Engineer of Record, other than for this project. Subcontractor, sub-subcontractor, sub-sub-subcontractors and Material or equipment suppliers are authorized and granted a limited license to use and reproduce applicable portions of the drawings, Specifications and other documents prepared by the Engineer of Record and appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements of for other purposes in connection with this project is not to be construed as publication in derogation of copyright or other reserved rights.

GC 12 - SUBCONTRACTOR

GC12-1 GENERAL

GC12-1-1. Subcontractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Subcontractor shall designate in writing a representative who shall have express authority to bind Subcontractor with respect to all matters requiring Subcontractor's approval or authorization. The term "Subcontractor" means Subcontractor or the Subcontractor's authorized representative(s).

GC12-1-2. Subcontractor shall perform the Work in accordance with the Contract Documents.

GC12-1-3. Subcontractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Contractor's Construction Management of the Agreement, or by tests, inspections or approvals required or performance by persons other than Contractor.

GC 13 - REVIEW OF CONTRACT DOCUMENTS AND FIELD DOCUMENTS BY SUBCONTRACTOR

GC13-1. Since the Contract Documents are complementary, before starting each portion or the Work, Subcontractor shall carefully study and compare the various drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by Contractor pursuant to Subparagraph GC13-2, shall take field measurements of any existing conditions related to the portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Subcontractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Subcontractor shall be reported promptly to Contractor's Construction Manager as a request for information in such form as Contractor's Construction Manager may require. The drawings are generally drawn to scale; however, the figured dimensions of notes thereon shall govern. Before ordering any Materials or doing any Work Subcontractor and each sub-subcontractor shall verify all measurements at the building site, and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual measurements and the dimensions indicated on the drawings. All differences which may be found shall be reported in writing to Contractor's Construction Manager for consideration before proceeding with the Work.

GC13-2. If Subcontractor believes that additional cost or time is involved because of clarification or instructions issued by the Engineer of Record in response to Subcontractor's notices or requests for information pursuant to Subparagraphs GC13-1, GC13-2 and GC13-3 Subcontractor shall make claims as provided in Article 3, Changes. If Subcontractor fails to perform the obligations of Subparagraphs GC13-1, and GC13-3, Subcontractor shall pay such costs and damages to Contractor as would have been avoided if Subcontractor had performed such obligations. Subcontractor shall not be liable to Contractor for damages resulting from errors, inconsistencies of omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless Subcontractor recognized or should have recognized pursuant to the requirements of Subparagraphs GC13-1, GC13-2 and GC13-3, such error, inconsistency, omission or difference and knowingly failed to report it to Contractor's Construction Manager.

GC13-3. Subcontractor shall give Contractor's Construction Manager notice of any additional drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work, Requests for such information shall be made by Subcontractor sufficiently in advance of the time such information is needed by Subcontractor so as to permit the Engineer of Record a reasonable time for responding to such requests without delaying the progress of the Work.

GC13-4. Subcontractor represents and covenants that the construction means, methods, procedures and techniques necessary to perform the Work will be consistent with and conform to: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) applicable laws, ordinances, regulations, rules, orders, permits and approvals which bear upon Subcontractor's performance of the Work.

GC 14 - SUPERVISION AND CONSTRUCTION PROCEDURES

GC14-1. Subcontractor shall supervise and direct the Work, using Subcontractor's best skill and attention. Subcontractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures (including, without limitation, all safety precautions and programs) and for coordinating all portions of the Work under this Agreement unless the Contract Documents give other specific instructions to these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Subcontractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If Subcontractor determines that such means, methods, techniques, sequences or procedures may not be safe, Subcontractor shall give timely written notice to Contractor's Construction Manager that such means, methods, techniques or procedures referred to in the Contract Documents are not safe or suitable and shall not proceed with that portion of the Work without further written instructions from the Engineer of Record and Contractor. If Subcontractor is then instructed by Contractor in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by Subcontractor, Subcontractor shall not be solely responsible for any resulting loss or damage. The actual determination as to whether any instructions concerning means, methods, techniques, sequences or procedures contained in the Contract Documents may be safely and suitably carried out shall be the responsibility of Subcontractor, and all loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by Subcontractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless Subcontractor has given timely notice to the Contractor's Construction Manager in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and Contractor has then instructed Subcontractor in writing to proceed. In no event shall Subcontractor employ construction means, methods, procedures and techniques that violate (1) requirements of any warranties applicable to the Work, or (2) laws, ordinances, regulations rules, orders, permits and approvals which bear upon Subcontractor's performance of the Work or upon the completed Work and its use.

GC14-2. Subcontractor shall be responsible to Contractor for acts and omissions of Subcontractor's employees, sub-subcontractors and their agents and employees, and any other person or entity performing portions of the Work for or on behalf of Subcontractor or any of its sub-subcontractors.

GC14-3. Subcontractor shall be responsible for inspection of all portions of the Work already performed to determine that such portions are in proper condition to receive subsequent Work.

GC14-4. Subcontractor shall coordinate and supervise the work performed by sub-subcontractors to ensure that the Work is carried out without conflict between trades and so that no trade, as a result of improper coordination or supervision, causes delay to the general progress of the Work. Subcontractor and all sub-subcontractors shall at all times afford each trade, any separate Subcontractor, or Contractor, every reasonable opportunity for the installation of work and the storage of materials.

GC14-5. Subcontractor shall arrange for and attend job meetings with Contractor's Construction Manager and such other persons as Contractor may from time to time wish to have present. Subcontractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Subcontractor's own superintendent. An authorized representative of any sub-subcontractor or any sub-sub-subcontractor shall attend such meetings if the representative's presence is required by Contractor's Construction Manager. Such representatives of Subcontractor and the sub-subcontractors shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower, and any notices required under the Agreement may be served on such representatives.

GC 15 - LABOR AND MATERIALS

GC15-1. Unless otherwise provided in the Contract Documents, Subcontractor shall provide and pay for labor, Materials other than the excluded materials, if any, noted in the Exclusions portion of the Scope of Work attached hereto), equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" shall mean, furnish and install complete, including connections, unless otherwise expressly specified.

GC15-2. Subcontractor may make substitutions only with the consent of the Engineer of Record and in accordance with a Change Order. If Subcontractor desires to substitute a product or method in lieu of what has been specified or shown in the Contract Documents, Subcontractor may propose to do so in a written request to Contractor's Construction Manager setting forth the following; (1) full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, and test results. Installation instructions, operating procedures, and other like information for the original specified item and the proposed substitution as necessary for a complete evaluation of the substitution; (2) reasons why the substitution is advantageous and necessary, including the benefits to Contractor and the Work in the event the substitution is acceptable; (3) the adjustment, if any, in the Contract Price in the event the substitution is acceptable; and; (4) the adjustment, if any, in the contract Schedule and the Milestone Dates in the event the substitution is acceptable. Proposals for substitutions shall be submitted to Contractor's Construction Manager not later than thirty (30) days prior to the time of such substitute product or method would be incorporated in the Work or, if to be used or incorporated within thirty (30) days of the commencement of the Work. No substitutions will be considered or allowed without Subcontractor's submittal of complete substantiating data and information as stated herein. Approval of a proposed substitution shall be at the sole discretion of Contractor (after consulting with the Engineer of Record).

By making a request for substitution, Subcontractor: (1) represents that Subcontractor has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; (2) represents that Subcontractor will provide the same warranty for the substitution that Subcontractor would for that originally specified; (3) certifies that the cost data presented is complete and includes all related costs under this Agreement except the redesign cost, and waives all claims for additional costs related to the substitution which subsequently become apparent; and (4) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

GC15-3. Subcontractor shall enforce discipline and good order among Subcontractor's employees and other persons carrying out this Agreement. Subcontractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

GC15-4. All manufactured Materials shall be ordered to be delivered in the manufacturer's original, unbroken packages, containers or bundles, bearing the name of the manufacturer and brand name or other designation, and all Materials shall be handled stored, installed, cleaned and protected in accordance the manufacturer's directions, unless otherwise indicated in the Contract Documents.

GC15-5. Any product Material or equipment specified in the Contract Documents by reference to the number symbol or title of a specified standard, such as a commercial standard, federal specification, trade association standard, or other similar or related construction industry standard, shall comply with the requirements in the latest revision thereof as of the date Contractor and Subcontractor execute this Agreement.

GC15-6. In all cases in which a manufacturer's name, trade name or other propriety designation is used in the Contract Documents in connection with a material, equipment or product to be furnished thereunder, the Subcontractor shall furnish the material, equipment, or product of the named manufacturer(s) unless a written request for substitution is made in accordance with subparagraph GC4-4 and the substitution approved in writing by the Contractor. Subcontractor is encouraged to propose substitutes which Subcontractor believes are equal or superior in quality to the Materials or articles specified under this Agreement. Acceptance of proposed substitutes shall be in the sole discretion of Contractor and the Engineer of Record.

GC15-7. Subcontractor and all sub-subcontractors shall make all provisions necessary to avoid any disputes with labor unions. Subcontractor shall be responsible for any delays, damages or extra costs incurred as a result of such disputes. Subcontractor shall be responsible for the maintenance

of labor relations among its employees and the employees of its sub-subcontractors in such manner as will provide for harmony as far as practical among workers at the project site. Prior to contracting with any sub-subcontractor, Subcontractor will require such sub-subcontractor to certify its willingness to cooperate with not only the other sub-subcontractors hired by Subcontractor, but also with Contractor, any other sub-subcontractors hired by Contractor, and their sub-subcontractors. Any sub-subcontractor not cooperating shall, in Contractor's reasonable discretion, be dismissed by Subcontractor and a replacement sub-subcontractor shall be hired at Subcontractor's expense.

GC15-8. Subcontractor shall be responsible for determining that all Materials furnished for the Work meet all requirements of the Contract Documents. The Engineer of Record may require Subcontractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Engineer of Record, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at Subcontractor's expense.

GC 16 - WARRANTY

GC16-1. Subcontractor warrants to Contractor that: the Materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer of Record, Subcontractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment.

GC16-2. Subcontractor hereby assigns to Contractor, effective at the time of Substantial Completion of the Work, any and all manufacturer's warranties required by the Contract Documents relating to Materials and labor used in the Work or that it otherwise obtains and further agrees to perform the Work in such a manner so as to preserve all such manufacturer's warranties.

GC16-3. Subcontractor shall procure and deliver to Contractor's Construction Manager, no later than the date that Substantial Completion is certified, all special warranties required by the Contract Documents. Delivery by Subcontractor shall constitute Subcontractor's guarantee to Contractor that the warranty will be performed in accordance with its terms and conditions.

GC16-4. The warranty provided in this GC16 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or as otherwise provided by law.

GC 17 - TAXES

GC17-1. Contractor shall provide a sales tax exemption form to Subcontractor. Subcontractor shall pay all other taxes for the Work provided by the Subcontractor hereunder which are legally enacted as of the date of this Agreement, whether or not yet effective or merely scheduled to go into effect.

GC 18 - PERMITS, FEES AND NOTICES

GC18-1. Unless otherwise provided in the Contract Documents, Subcontractor shall secure and pay for the building permit and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required as of the date of this Agreement.

GC18-2. Subcontractor shall comply with and give notices required by laws, statutes, ordinances, building codes, rules, regulations, permits, approvals and lawful orders of public authorities, applicable to performance of the Work by one of the delivery methods required under Section 7.1 .

GC18-3. It is Subcontractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules, regulations, permits and approvals.

GC18-4. Subcontractor shall be responsible for familiarizing themselves with the regulatory requirements governing the disposal of materials, including materials containing pollutants, from the site. Contractor will not recognize claims for additional disposal costs.

GC 19 - ALLOWANCES

GC19-1. Subcontractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as Contractor may direct, but Subcontractor shall not be required to employ persons or entities to whom Subcontractor has reasonable objection.

GC19-2. Unless otherwise provided in the Contract Documents:

GC19-2-1. Allowances shall cover the cost to Subcontractor of Materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

GC19-2-2. Subcontractor's costs for unloading and handing at the site, labor installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;

GC19-2-3. Intentionally Omitted

GC19-3. Materials and equipment under an allowance shall be selected by Contractor in sufficient time to avoid delay in the Work.

GC 20 - SUPERINTENDENT

GC20-1. Subcontractor shall employ a licensed, competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the Work. The superintendent shall represent Subcontractor, and communications given to the superintendent shall be as binding as if given to Subcontractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case.

GC20-2. The superintendent shall keep a daily log of the progress of the Work and make it available to Contractor's representative at all times. A copy of the log shall be submitted to Contractor's representative from time to time as requested by Contractor's representative and in any event upon completion of the project.

GC20-3. Subcontractor shall furnish to Contractor's Construction Manager the names, addresses, and telephone numbers of the superintendent, the superintendent's immediate supervisor, the superintendents of all sub-subcontractors, and at least two other of Subcontractor's and each sub-subcontractor's authorized representatives indicating where they can be contacted at times other than normal working hours in case of emergency. A copy of this list shall be permanently and conspicuously posted in a manner to be viewed from outside the field office without additional lighting.

GC20-4. Subcontractor's superintendent shall not be assigned to, or become involved in, any project other than that of this Agreement and separate contracts related to this project that may be let by Contractor. Subcontractor's superintendent shall remain in attendance at the site, and except for illness or other reason excusable to Contractor, shall be present at all times when Work of any kind is being done, including Work done during overtime. If absent for illness or other reason excusable to Contractor, a replacement shall be named for the period of absence, such replacement having the same full authority and responsibility of the full-time superintendent.

GC 21 - SUBCONTRACTOR'S CONSTRUCTION SCHEDULES

GC21-1. Subcontractor, promptly after execution of this Agreement, shall prepare and submit for Contractor's Construction Manager, information, a construction schedule (unless the construction schedule has been agreed to by the parties and incorporated into the Agreement), shall meet with Contractor's Construction Manager to discuss the required schedule for performing the Work and shall then prepare and submit within two weeks thereof, for Contractor's approval, a proposed construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the entire Scope of Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The proposed construction schedule shall be in a detailed format acceptable to Contractor and shall: (1) provide a graphic representation of material activities and events that will occur during performance of the Work; (2) identify each phase of construction; (3) indicate a proposed cash flow schedule based on anticipated monthly requisitions by the Subcontractor through final completion; (4) identify key dates for Contractor-provided information and Materials, and (5) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (herein referred to as the "Milestone Dates"). Without limiting the generality of the foregoing, the proposed construction schedule shall include the following:

GC21-1-1. The proposed date for the start and completion of each major section of the Work.

GC21-1-2. The proposed cash flow schedule based on anticipated monthly expenditures throughout the duration of construction.

GC21-1-3. The proposed date of award for each subcontracted item of Work.

GC21-1-4. The proposed dates for the start and completion of each subdivision of Work.

GC21-1-5. The delivery dates of major items of equipment and Materials.

GC21-1-6. Any other items of importance to the overall completion of the Work.

Upon review and approval by Contractor, such proposed construction schedule shall be deemed the "Construction Schedule" and shall be considered part of the Contract Documents. If not approved by Contractor, the proposed construction schedule shall be promptly revised by Subcontractor in accordance with the recommendations of Contractor and resubmitted for acceptance which such acceptance shall not be unreasonably withheld.

GC21-2. Subcontractor shall prepare and keep current, for the Contractor's Construction Manager's approval, a schedule of submittals which is coordinated with Subcontractor's Construction Schedule and allows the Engineer of Record reasonable time to review submittals. Subcontractor, promptly after execution of this the Agreement, shall meet with Contractor's Construction Manager to discuss the required schedule of submissions and then shall prepare and submit within two weeks thereof, for approval a schedule of submissions for the Work. The schedule of submissions shall relate to the entire Scope of Work, shall be consistent with the Construction Schedule, and shall contain the following:

GC21-2-1. Shop Drawing Schedule (for shop and setting drawings to be provided by Subcontractor).

GC21-2-2. Sample Schedule (for samples to be provided by Subcontractor).

GC21-2-3. Product Data Schedule (for manufacturer's product data, technical information, test reports, catalog cuts, etc., to be provided by Subcontractor).

The Sample Schedule referenced in Subparagraph GC21-2-2. shall list (1) all of the submissions required of each trade, (2) the item, description, type quantity, and size (where applicable) of each submission, and (3) the following dates, as estimated; (a) required date of submission; (b) required date of approval; (c) estimated date of beginning fabrication or manufacture of product (where applicable); (d) required date of submission of product to testing laboratory; (e) required date of testing laboratory approval; (f) required date for delivery of product to site;(g) required date for beginning of installation of product; and (h) required date for completion of installation (and in-place testing),. Each schedule shall allow adequate time for review by the Contractor's Construction Manager. Contractor and the Engineer of Record will not be responsible for Work performed in shop or field prior to approval. The schedules shall be subject to change in accordance with the progress of the Work.

GC21-3. Subcontractor shall perform the Work in general accordance with the most recent schedules submitted to Contractor's Construction Manager and the Construction Schedule approved by Contractor.

GC21-4. Subcontractor shall monitor the progress of the Work for conformity with the requirements of the Construction Schedule and shall promptly advise Contractor of any delays or potential delays. Subcontractor shall deliver a written report to Contractor's Construction Manager each month (or more frequently if requested by Contractor) setting forth the actual progress of the Work and highlighting discrepancies between the actual progress of the Work and the Construction Schedule (such updates are sometimes referred to in these General Conditions as "progress reports"). In the event any progress report indicates delays in achievements of any Milestone Date, Subcontractor shall propose in written form an affirmative plan (the "Corrective Plan") to correct the delay, including overtime and /or additional labor, if necessary, which Corrective Plan shall indicate the date by which the progress of the Work will comply with the Construction Schedule and shall be subject to the approval of Contractor. In no event shall any progress report or Corrective Plan constitute an adjustment in the Construction Schedule, contract Schedule or any Milestone Date unless any such adjustment is agreed to by Contractor and authorized pursuant to a Change Order.

GC21-5. In the event (i) that the performance of the Work as of a Milestone Date has not progressed or reached the level of completion required by the Construction Schedule and (ii) Subcontractor fails to submit a Corrective Plan that is approved by Contractor or the progress of the Work is not brought back into compliance with the Construction Schedule on the date proposed by an approved Corrective Plan, Contractor shall have the right to order Subcontractor to take corrective measures to expedite the progress of the Work. Including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. Contractor's right to require Extraordinary Measure is solely for the purpose of ensuring Subcontractor's compliance with the Construction Schedule. Subcontractor shall not be entitled to an adjustment in the Contract Price in connection with Extraordinary Measures required by Contractor under or pursuant to this subparagraph GC21-5. Contractor may exercise the rights furnished Contractor under or pursuant to this subparagraph GC21-5 as frequently as reasonably necessary to ensure that Subcontractor's performance of the Work complies with the Milestone Dates set forth in the Construction Schedule.

GC21-6. Prior to commencing any of the Work and at weekly intervals thereafter, Subcontractor shall provide Contractor with a schedule setting forth in detail all activities which Subcontractor proposes to perform over the immediately succeeding two-week period that is likely to disrupt the use, enjoyment and/or operations of Owner, Contractor or any of Contractor's neighbors at or in the vicinity of the project site. Subcontractor shall use diligent efforts to minimize any such disruption. Notwithstanding anything to the contrary, (a) Contractor shall have the right to cause Subcontractor to reschedule any of such activities that could possibly disrupt the use and enjoyment of Owner, Contractor or any of Contractor's neighbors at or in the vicinity of the project site and (b) Subcontractor shall have no right to an adjustment in the contract Schedule, the Construction Schedule, the Guaranteed Maximum Price or the Contract Price in connection with any such rescheduling required by Contractor.

GC 22 - DOCUMENTS AND SAMPLES AT THE SITE

GC22-1. Subcontractor shall maintain at the site for the Contractor one record copy of the Plans and Specifications, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction (the "As-Built Documents"), and one record copy of approved Shop Drawings, Product Data, Samples and similar required Submittals as such terms are defined below. These shall be available to the Engineer of Record and shall be delivered to Contractor upon receipt and review. The markups to the As-Built Documents shall consist of record information including; (i) deviations from the drawings made during construction; (ii) details in the work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on the drawings; (iv) the actual installed position of equipment, piping conduits, light switches, electric fixtures, circuiting, ducts dampers access panels control valves, drains, openings, and stub-outs; and (v) such other information as Contractor reasonably requests. Upon completion of the Work, Subcontractor shall deliver to Contractor's Construction Manager marked As-Built Documents and reproducible transparencies thereof. Approval by the Engineer of Record and Contractor of As-Built Documents prepared by Subcontractor and its sub-subcontractors and suppliers shall be a condition precedent to Contractor's obligation to make final payment to Subcontractor. Subcontractor shall also deliver to Contractor's Construction Manager all operations manuals for equipment.

GC 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

GC23-1. Shop Drawings are drawings diagrams, schedules and other data specially prepared for the Work by Subcontractor or a sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

GC23-2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Subcontractor to illustrate Materials or equipment for some portion of the Work.

GC23-3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

GC23-4. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which Subcontractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

GC23-5. Subcontractor shall review for compliance with the Contract Documents, approve and submit to Contractor's Construction Manager, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Contractor or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and Approved by Subcontractor may be returned by Contractor's Construction Manager without action.

GC23-6. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, Subcontractor represents that Subcontractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

GC23-7. Subcontractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by Contractor's Construction Manager and the Engineer of Record. The portions of the Work that are the subject of the approved submittal shall be completed in accordance with such approved submittal.

GC23-8. The Work shall be in accordance with approved submittals except that Subcontractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Contractor's Construction Manager's approval of Shop Drawings, Product Data, Samples or similar submittals unless Subcontractor has specifically informed Contractor's Construction Manager in writing of such deviation at the time of submittal and (1) The Engineer of Record has given written approval to the specific deviation as a minor change in the Work or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. Subcontractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by Contractor's Construction Manager's approval thereof.

GC23-9. Subcontractor shall direct attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer of Record on previous submittals. In the absence of such approval, unless such written notice has been given, the Engineer of Record's approval of a resubmission shall not apply to such revisions, resubmitted Shop Drawing, Product Data, Sample, or similar submittal and shall not constitute approval of any changes not requested on the prior submittal.

GC23-10. Subcontractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless Subcontractor needs to provide such services in order to carry out Subcontractor's responsibilities for construction means, methods, techniques, sequences and procedures. Subcontractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related

to systems, Materials or equipment are specifically required of Subcontractor by the Contract Documents, Contractor and the Engineer of Record will specify all material performance and design criteria that such services must satisfy. Subcontractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Contractor's Construction Manager. The Engineer of Record shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Contractor and the Engineer of Record have specified to Contractor all material performance and design criteria that such services must satisfy. Pursuant to this Subparagraph GC23-10, Contractor's Construction Manager will review, approve or take other appropriated action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Subcontractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

GC 24 - USE OF SITE

GC24-1. The right of possession of the premises and the improvements made thereon by Subcontractor shall remain at all times in Contractor. Subcontractor's right to entry and use thereof arises solely from the permission granted by Contractor under the Contract Documents. Subcontractor shall confine operations at the site to areas permitted by Contractor. Subcontractor shall limit its apparatus, the storage of Materials, and the operations of Subcontractor's workmen to limits indicated by law, ordinances, permits, rights-of-way, easements and the Contract Documents and Permits and/or directions of Contractor's Construction Manager and shall not unreasonably encumber the site with Materials or equipment. Contractor shall not be liable to Subcontractor, sub-subcontractors, their employees or anyone else with respect to the condition of the premises. Contractor shall have the right to refuse admittance to the site to any agent or employee of Subcontractor or sub-subcontractors whose presence Contractor deems hostile to Contractor's interest.

GC 25 - CUTTING AND PATCHING

GC25-1. Subcontractor shall be responsible for all cutting and fitting or patching required to complete the Work or to make its parts fit together properly or with the existing systems to which it connects.

GC25-2. Subcontractor shall not damage or endanger a portion of the Work or fully or partially completed construction of Contractor or separate sub-subcontractors by cutting, patching or otherwise altering such construction, or by excavation. Subcontractor shall not cut or otherwise alter such construction by Contractor or a separate sub-subcontractor except with written consent of Contractor and of such separate sub-subcontractor; such consent shall not be unreasonably withheld or delayed. Subcontractor shall not unreasonably withhold from Contractor or a separate sub-subcontractor Subcontractor's consent to cutting or otherwise altering the Work. Existing work that is cut, damaged, disturbed or otherwise interfered with by Subcontractor, a sub-subcontractor, or anyone for whom they are responsible shall be fully, properly and carefully repaired by either the Subcontractor or the responsible sub-subcontractor. All such repairs shall be completed in a first-class manner to the satisfaction of Contractor's Construction Manager, and shall match similar existing adjoining work.

GC 26 - CLEANING UP

GC26-1. Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Subcontractor shall remove from and about the project waste materials, rubbish, Subcontractor's tools, construction equipment, machinery and surplus materials. Immediately prior to Contractor's Construction Manager's inspection for Substantial Completion, Subcontractor shall cause the premises to be completely and thoroughly cleaned by professional cleaners. Without limiting the generality of the forgoing, (a) concrete and ceramic surfaces shall be cleaned and washed, (b) resilient coverings shall be cleaned, waxed and buffed, (c) woodwork shall be dusted and cleaned, (d) sash; fixtures and equipment shall be thoroughly cleaned. (e) stains, spot, dust, marks and smears shall be removed from all surfaces, (f) hardware and all metal surfaces shall be cleaned and polished, and (g) glass and plastic surfaces shall be thoroughly cleaned. All damaged, broken or scratched material shall be replaced by Subcontractor at Subcontractor's expense.

GC26-2. If Subcontractor fails to clean up as provided in the Contract Documents, Contractor may do so and the cost thereof shall be charged to Subcontractor.

GC 27 - ACCESS TO WORK

GC27-1. Subcontractor shall provide Contractor's Construction Manager, Owner and the Engineer of Record safe access to the Work in preparation and progress, wherever located.

GC 28 - ROYALTIES, PATENTS AND COPYRIGHTS

GC28-1. Subcontractor shall pay all royalties and license fees for all Materials, services and equipment provided hereunder. Subcontractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold Contractor and the Engineer of Record harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in drawings, Specifications or other documents prepared by Contractor or the Engineer of Record. However, if Subcontractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, Subcontractor shall be responsible for such loss unless such information is promptly furnished to Contractor's Construction Manager.

GC 29 - INDEMNIFICATION

GC29-1. To the fullest extent permitted by law Subcontractor shall save, indemnify, defend, protect and hold harmless Contractor, Contractor's Construction Manager, Owner, and its and their agents, employees, invitees and guests (each an "Indemnitee" and collectively Indemnitees"), from and against all claims, damages losses, suits, administrative proceedings, demands, judgments, royalty, interest, liens, cost, expense, actions or any liability and expenses, including but not limited to attorneys' fees, of whatsoever kind or nature, ("Indemnified Claims") caused by, arising out of, resulting from or occurring in connection with this Agreement or the Work performed by Subcontractor, or its agents, employees or anyone for whose acts Subcontractor may be liable, whether arising during the Work hereunder or after completion of the Work, directly or indirectly, whether or not caused in part by the active or passive negligence or other fault of any Indemnitee except to the extent caused by the negligence of the Indemnitee(s), which arise out of or are connected with, or are claimed to arise out of or be connected with: (a) the performance of Work or any act or omission of Subcontractor, its sub-subcontractors, suppliers, materialmen or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 29.1; (b) any accident or occurrence which happens, or is alleged to have happened, in or about the place where such Work is being performed or in the vicinity thereof (i) while Subcontractor is performing the Work, either directly or indirectly through a sub-subcontractor sub-sub-subcontractor, supply or material agreement, or (ii) while any of Subcontractor's property, equipment or personnel are in or about such place or the vicinity thereof by reason of or as a result of the performance of the Work; or (c) the use misuse, erection, maintenance, operation or failure of any machinery or equipment (including, but not limited to, scaffolds, derricks, ladders, hoists, rigging supports, etc.) whether or not such machinery or equipment was furnished, rented or loaned by Contractor or their officers, employees, agents servants or others, to Subcontractor. Without limiting the generality of the foregoing, such defense and indemnity includes all Indemnified Claims on account of bodily and personal injury, death or property damage and loss to any Indemnitee, any of Indemnitee's employees, agents, sub-subcontractors, licensees or invitees, or any other persons, whether based upon, or claimed to be based upon, statutory (including, without limitation, worker's compensation), contractual, tort or other liability of any Indemnitee or any other persons. In addition, the Indemnified Claims shall include all claims for trademark, copyright or patent infringement, for unfair competition or infringement or any other so-called "intangible" property rights for defamation false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatever or which arise out of any failure of Subcontractor to discharge its duties specified in the Contract Documents, including, without limitation, these General Conditions.

GC29-2. No performance bond or insurance protection required by the Contract Documents, or otherwise provided by Subcontractor, shall in any way limit the responsibility to indemnify, defend, protect and hold harmless all the Indemnitees as herein provided in claims against any person or entity indemnified under this Paragraph 29 by an employee of Subcontractor, or any sub-subcontractor. To the extent that an additional insured endorsement is not obtained in favor of Ameresco and Owner, Subcontractor shall in addition to those obligations of Indemnity set forth herein, provide Ameresco and Owner the protections afforded as an additional insured under the Indemnification section of this Construction Agreement.

GC29-3. Each subcontract shall contain an indemnification in favor of the Indemnitees and Subcontractor, which indemnification shall be in the same form as this Paragraph 29.

GC29-4. Subcontractor shall bear any and all reasonable expenses incurred by any Indemnitee because of any Indemnified Claim or other matter indemnified against hereunder, including without limitation, attorneys' and consultants' fee and expenses, court costs and costs related to the defense of, or preparing for the defense against, any such Indemnified Claim. If any such Indemnified Claim has not been settled or discharged when the Work is finished, Contractor may withhold an amount equal to one hundred fifty percent (150%) of the outstanding Indemnified Claim until any such Indemnified Claim is paid or settled or Subcontractor provides a bond, acceptable to Contractor in form, substance and credit worthiness of surety, to satisfy such Indemnified Claim

GC29-5. In any and all Indemnified Claims against the Indemnitees by an employee of Subcontractor any sub-subcontractor, supplier, materialmen or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Subparagraph GC29-1 hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or any sub-subcontractor under workers' or workmen's compensation acts, disability benefit acts or other such employee benefits act.

GC29-6. Subcontractor shall further indemnify, defend, protect, and hold harmless the Indemnitees from and against any and all Indemnified Claims and shall bear any and all expense, whether incurred or paid, of any indemnitee (including without limitation, attorneys' and consultants' fees and

expenses, costs related to preparing for and/or defending any action and court costs) suffered, incurred or arising from the failure of Subcontractor or those acting under Subcontractor to conduct the Work in accordance with the laws, statutes, ordinances regulations, permits and approvals of any governmental authority.

GC29-7. Subcontractor shall pay any judgment finally awarded in any Indemnified Claim which is brought against any Indemnitee, regardless of whether the Indemnitee or Subcontractor directs the defense thereof, and shall pay any amounts payable in settlement or compromise of any such Indemnified Claim.

GC29-8. In the event that Subcontractor is requested but refuses to honor its indemnity obligation hereunder, then Subcontractor shall, in addition to its other obligations, pay the cost of bringing any action to enforce Subcontractor's indemnity obligations, including, without limitation, attorney's and consultants' fees, expenses, and court costs, to the party requesting indemnity.

GC29-9. Any sum or sums chargeable to Subcontractor under this paragraph may, at the election of Contractor, be deducted from any payments otherwise due or to become due to Subcontractor under this or any other contract between Contractor and Subcontractor, or Contractor may sue Subcontractor and recover damages therefor.

GC 30 - LIENS

GC30-1. In the event that any sub-subcontractor, supplier or any other party for whom Subcontractor is responsible establishes a lien against the project and/or the project site, Subcontractor shall, within five (5) days of receipt of notice from Contractor regarding such lien, cause the lien to be discharged (either by obtaining and recording a lien discharge bond from a surety in a form acceptable to Contractor or otherwise at no cost to Contractor. If Subcontractor fails to cause the lien to be discharged within such five day period, Contractor shall have the right to either (i) withhold all further payments to Subcontractor until the lien is discharged or (ii) withhold from the next progress payment or any other sum payable to Subcontractor, an amount equal to one hundred and fifty percent (150%) of the amount of such lien. Contractor may either (a) apply amounts so withheld to discharging such lien or (b) retain such amount until such lien is discharged or released by Subcontractor or the lienor, and shall thereafter credit to Subcontractor any amounts remaining after payment of the fees and expenses Contractor incurs in connection with such lien. Subcontractor agrees to indemnify and hold harmless Contractor from all costs and expenses incurred by Contractor in connection with such liens. For purposes of this paragraph 30.1 the term "lien" shall mean instrument filed with the applicable registry of deeds and /or registry district of the Land Court which creates or perfects a lien under M.G.L. ch.254 (e.g. the filing of a statement of Account following the filing of a Notice of Contract) or the local equivalent thereof in any other jurisdiction: provided, however, that the filing of a Notice of Contract alone shall not be deemed to create a lien hereunder.

GC 31 - AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTION OF THE WORK

GC31-1. Unless otherwise stated in the Contract Documents or the bidding requirements, Subcontractor, as soon as practicable after execution of this Agreement (and in any event not later than thirty days after the execution of this Agreement), shall furnish in writing to Contractor's Construction Manager, the names of persons or entities (including those who are to furnish Materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Contractor's Construction Manager will promptly reply to Subcontractor in writing stating whether or not Contractor or Contractor's Construction Manager, after due investigation, has reasonable objection to any such proposed person or entity if adequate data on any proposed manufacturer or installer is not available, Contractor's Construction Manager may state that action will be deferred until Subcontractor provides further data. The failure of Contractor to reply promptly shall not constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents and all products furnished by Subcontractor must fully conform to all such requirements.

GC31-1-1. At the time that Subcontractor furnishes the name of each person or entity proposed for a portion of the Work pursuant to Subparagraph GC31-1, Subcontractor shall also disclose any active disputes between such proposed person or entity and Contractor (either directly or through a sub-subcontractor). Notwithstanding anything to the contrary (including, without limitation, the provisions of Subparagraph GC31-3 of these General Conditions and any corresponding or similar provisions of this Agreement), (a) Contractor may reject any person or entity engaged in any such dispute without adjusting the contract Schedule and/or the Contract Price and (b) if Subcontractor fails to disclose any active dispute with a person or entity proposed for a portion of the Work pursuant to Subparagraph GC31-1 that is thereafter engaged by Subcontractor to perform a portion of the Work, Contractor may later require Subcontractor to dismiss and replace such person or entity without adjusting the contract Schedule and/or the Contract Price.

GC31-1-2. Notwithstanding anything to the contrary, if a dispute first arises between Contractor and a person or entity engaged by Subcontractor to perform a portion of the Work (either directly or through a Subcontractor) after the execution of the subcontract, Contractor may require Subcontractor to dismiss and replace such person or entity; provided, however, that the Contract Price and/or contract Schedule shall be increased or decreased by the difference, if any, occasioned by such change.

GC31-2. Subcontractor shall not contract with a proposed person or entity to whom Contractor or Contractor's Construction Manager has made reasonable and timely objection. Subcontractor shall not be required to contract with anyone to whom Subcontractor has made reasonable timely objection.

GC31-3. If Contractor or Contractor's Construction Manager has reasonable objection to a person or entity proposed by Subcontractor, Subcontractor shall propose another to whom Contractor or Contractor's Construction Manager has no reasonable objection. If the proposed but rejected sub-subcontractor was reasonably capable of performing the Work and of complying with bonding, insurance and other applicable requirements under the Contract Documents, the Contract Price and contract Schedule shall be increased or decreased by the difference, if any occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute sub-subcontractor's Work. However, no increase in the Contract Price or contract Schedule shall be allowed for such change unless Subcontractor has acted promptly and responsively in submitting names as required.

GC31-4. Subcontractor shall not change a sub-subcontractor, person or entity previously selected if Contractor or Contractor's Construction Manager makes reasonable objection to such substitute.

GC31-5. Subcontractor shall provide Contractor (from time to time, but no less frequently than quarterly, and at the time of Substantial Completion) a cumulative list of all sub-subcontractors, and of every person who has given Subcontractor a written contract for the furnishing of labor or Materials, or labor and Materials, or rental equipment, appliances or tools for completion of the Work.

GC31-6. Intentionally omitted.

GC 32 - SUBCONTRACTUAL RELATIONS

GC32-1. By appropriate agreement, a written agreement complying with the requirements of subparagraph GC31-6 and this GC32-1. Subcontractor shall require each sub-subcontractor, to the extent of the Work to be performed by the sub-subcontractor, to be bound to the Subcontractor by the terms of the Contract Documents, and to assume toward Subcontractor all the obligations and responsibilities, including the responsibility for safety of the sub-subcontractor's Work, which the Subcontractor, by the Contract Documents, assumes toward Contractor and Contractor's Construction Manager. Each subcontract agreement shall preserve and protect the rights of Contractor and Contractor's Construction Manager under the Contract Documents with respect to the Work to be performed by the sub-subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the sub-subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the sub-subcontractor that the Subcontractor, by the Contract Documents, has against Contractor. Where appropriate, Subcontractor shall require each sub-subcontractor to enter into similar agreements with its sub-subcontractors. Subcontractor shall make available to each proposed sub-subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the sub-subcontractor will be bound, and, upon written request of the sub-subcontractor, identify to the sub-subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. sub-subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors. Each subcontract agreement shall state that the sub-subcontractor agrees that Subcontractor's rights under the subcontract agreement may be assigned to Contractor, subject to the condition of GC3-10 of these General Conditions.

GC 33 - SUBCONTRACT SUPERVISION

GC33-1. Subcontractor will require each sub-subcontractor to employ a competent superintendent or trade foreman who shall be in attendance at the site during the progress of such sub-subcontractor's Work.

GC 34 - CHANGES IN THE WORK

GC34-1. GENERAL

GC34-1-1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this GC34 and elsewhere in these Contract Documents.

GC34-1-2. A Change Order shall be based upon agreement among Contractor, Subcontractor and the Engineer of Record. A Construction Change Directive requires agreement by Contractor and Contractor's Construction Manager and may or may not be agreed to by Subcontractor. An order for a minor change in the Work may be issued by Contractor's Construction Manager (with the approval of Contractor) alone.

GC34-1-3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Subcontractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

GC34-1-4. Subsequent to execution of the Agreement, the Engineer of Record may issue additional drawings and Specifications for portions of the Work, supplemental instructions, sketches and other materials intended to further define, clarify or modify the drawings and Specifications existing as of the date thereof and/or provide details regarding the construction or design of various parts of the Work (collectively, the "Supplemental Drawings and Specifications"). Contractor's Construction Manager may also, but shall have no obligation to, request that Subcontractor submit a proposal, called a Change Estimate, with regard to the amount of the adjustment of the Contact Price (if any), the Guaranteed Maximum Price (if any) and the extent of the adjustment in the Milestone Dates (if any) and/or contract Schedule (if any) attributable to the Supplemental Drawings and Specifications. Contractor's Construction Manager shall assign a Change Estimate number for and request or confirm in writing, with a copy to Contractor, any requests that Subcontractor submit a Change Proposal with respect to any Supplemental Drawings and Specifications.

GC34-1-4-1. Subcontractor shall review all Supplemental Drawings and Specifications in detail and shall, within ten (10) days of receiving any Supplemental Drawings and Specifications, notify Contractor and Contractor's Construction Manager in writing of any error, inconsistency or discrepancy that Subcontractor discovers between the Supplemental Drawings and Specifications and the Drawings and Specifications listed in the Agreement. Within such ten day period, Subcontractor shall also notify Contractor in writing of any item which, in Subcontractor's opinion, represents a Scope Change, as defined in GC34-1-4-2 below setting forth, with particularity, the reasons Subcontractor contends such item represents a Scope Change (such notice shall constitute a "Scope Change Request"). Subcontractor shall not be permitted to claim any adjustment in the Contract Price, Guaranteed Maximum Price, contract Schedule and/or Milestone Dates, as applicable in connection with any Supplemental Drawings and Specifications unless the work described in such Supplemental Drawings and Specifications constitutes a Scope Change. A Scope Change request shall set forth Subcontractor's preliminary estimates of the increased costs and the impacts on the contract Schedule, if any, that Subcontractor attributes to the Work covered by such Scope Change Request Failure of Subcontractor to notify Contractor of any item Subcontractor considers a Scope Change within ten days after the date of receipt by Subcontractor of Supplemental Drawings and Specifications is hereby deemed to mean: (1) such Supplemental Drawings and Specifications are consistent with the drawings and Specifications listed in the Agreement; (2) no Scope Changes exist; and (3) Subcontractor is willing and able to perform all of the Work for the Contract Sum or the Guaranteed Maximum price, as applicable, and in accordance with all the requirements of the Contract Documents. Subcontractor shall also, within ten days of receipt of any Supplemental Drawings and Specification that contain an item or items Subcontractor considers to require a Scope Change (unless Contractor consents in writing to allow Subcontractor additional time therefore, which consent shall not be unreasonably withheld), prepare and provide to Contractor a detailed breakdown of the proposed increase in the Contact Price or Guaranteed Maximum Price, as applicable, and the proposed changes to the contract Schedule and Milestone Dates, if any, related to such alleged Scope Change.

GC34-1-4-2. A "Scope Change" is hereby deemed to mean Work described in the Supplemental Drawings and Specification which is not reasonably inferable from the drawings and Specifications listed in the Agreement and is either (i) materially inconsistent with the original qualifications and assumptions (if any) or (ii) constitutes a change in the quantity, quality, programmatic requirements or other substantial deviation from the drawings and Specifications listed in this Agreement.

GC34-1-4-3. If Subcontractor timely submits a Scope Change request or a Change Estimate to Contractor in accordance with requirements of subparagraph GC34-1-4-1, Contractor's Construction Manager will review Subcontractor's response and provide Contractor with recommendations for approval or disapproval and Contractor shall have one or more of the following options:

(a) Contractor may direct the Engineer of Record (a) to modify that aspect of the Supplemental Drawings and Specifications to which Subcontractor objects. Subcontractor shall cooperate with Contractor and the Engineer of Record during the modification effort and shall make recommendations appropriate to correct such portions of the Supplemental Drawings and Specifications. The Engineer of Record shall submit to Subcontractor the revised Supplemental Drawings and Specifications as approved by Contractor. Subcontractor shall promptly reexamine such revised Supplemental Drawings and Specifications as described in subparagraph GC34-1-4-1;

(b) If, upon review of Scope Change Request or Change Estimate, Contractor (after consultation with the Engineer of Record) believes that the portion of the Work described therein does not constitute a Scope Change, or disagrees as to the impact claimed by Contractor to the Contact Price, Guaranteed Maximum Price, contract Schedule and/or Milestone Dates, as applicable, Contractor may so advise Subcontractor. If such disagreement is not promptly resolved, the Work subject to disagreement shall be identified in a schedule (the "Disputed Work Schedule"). Whenever possible, Contractor and the Subcontractor shall resolve items set forth in the disputed Work Schedule confirming such resolution in Change Orders. Items in the Disputed Work Schedule that are not resolved by Contractor and Subcontractor shall be subject to the Dispute resolution procedures set forth in Article 6 of this Agreement. During the pendency of such dispute resolution procedures, all items remaining in the Disputed Work Schedule shall be performed by Subcontractor as required by the Contract Documents and a tentative adjustment shall be made to the Guaranteed Maximum Price in the amount of the undisputed portion of the Scope Change Request or Change Estimate. No adjustment shall be made to the Contract Sum or the Guaranteed Maximum Price, as applicable, for disputed portions of the Scope Change Request or Change Estimate. For each remaining item in the Disputed Work Schedule, Subcontractor shall keep a specific, detailed accounting of the time and Materials required to complete such item. Adjustments to the contract Schedule shall not be permitted on a tentative basis.

(c) If, upon review of the Scope Change Request or Change Estimate, Contractor agrees that all or a portion of the Work therein constitutes a Scope Change and upon the impact to the Contract Price, Guaranteed Maximum Price, contract Schedule and /or Milestone Dates as applicable, and Contractor elects not to direct the Engineer of Record to modify the Supplemental Drawings and Specifications Contractor and Subcontractor shall

enter into a written Change Order providing for such agreed changes to the Contract Price, Guaranteed Maximum Price, contract Schedule and/or Milestone Dates as applicable.

GC34-1-4-4. If requested, Subcontractor shall meet with Contractor and/or Contractor's Construction Manager for negotiation with respect to any Scope Change Request or Change Estimate.

GC34-1-4-5. Contractor shall have the right at any time to notify Subcontractor if, in Contractor's opinion, any Supplemental Drawing and Specifications are grounds for a change in the Contract Price, Guaranteed Maximum Price contract Schedule and/or Milestone Dates as applicable. Any disagreement between Contractor and Subcontractor relating to such claim by Contractor that is not resolved by such parties shall be subject to the Dispute resolution procedures set forth in Article 6 of this Agreement.

GC34-1-5. Unless otherwise agreed to by Contractor, the aggregate limitation on the amount of profit and overhead that the Subcontractor, each sub-subcontractor and all lower tier sub-sub-subcontractors and suppliers can charge for Work performed pursuant to Change Orders and Construction Change Directives shall be a reasonable amount based on the original scope of work pricing. This aggregate combined profit and overhead amount shall include all other mark-ups and non-direct costs.

GC34-2. CHANGE ORDERS

GC34-2-1. A Change Order is a written instrument prepared by Contractor's Construction Manager and signed by Contractor and Subcontractor stating their agreement upon all of the following:

1. Change in the Work
2. the amount of the adjustment, if any, in the Contract Price; and
3. the extent of the adjustment, if any, in the contract Schedule.

GC34-2-2. The method used in determining an executed Change Order, unless expressly reserved therein, shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change.

GC 35 - PRIOR APPROVAL REQUIRED FOR EXTRA COMPENSATION OR EXTENSION OF TIME

GC35-1. Any changes undertaken without Contractor's Construction Manager or Contractor's authorization will not be recognized as a basis for a claim for extra cost at a later date. If Subcontractor claims that any instructions or orders whether oral, written, by drawings, or otherwise, involve extra cost or time, and such instructions or orders are not accompanied by a written acknowledgement by Contractor or Contractor's Construction Manager that extra payment will be made or time extended, they shall promptly so notify Contractor's Construction Manager in writing and should not proceed with the Work until they have received a further written order to proceed, except in cases of emergency affecting life or property. No claim for extra cost or time on account of such instructions shall be valid unless Subcontractor has so notified Contractor's Construction Manager, before proceeding, that they claim extra cost and time and has received the further written order to proceed.

GC 36 - Intentionally omitted.

GC 37 - Intentionally omitted.

GC 38 - EMERGENCIES

GC38-1. In an emergency affecting safety of persons or property, Subcontractor shall act, at Subcontractor's discretion and in accordance with their submitted Health and Safety Plan, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by Contractor on account of an emergency shall be determined as provided in Article 3.

GC 39 - INSURANCE PROVIDED BY SUBCONTRACTOR

GC39-1. REQUIREMENTS FOR ALL PROJECT INSURANCE - See Appendix C attached hereto and incorporated herein.

GC 40 - TESTS AND INSPECTIONS

GC40-1. Tests inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, permits, approvals or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, Subcontractor

shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to Contractor, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Subcontractor shall give Contractor's Construction Manager timely notice of when and where tests and inspections are to be made so that Contractor's Construction Manager may be present for such procedures. Contractor shall bear the costs of tests inspections or approvals which do not become requirements until after execution of this Agreement.

GC40-2. If Contractor's Construction Manager, Contractor or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph GC40-1, Contractor's Construction Manager will, upon written authorization from Contractor, instruct Subcontractor to make arrangements for such additional testing inspection or approval by an entity acceptable to Contractor, and Subcontractor shall give timely notice to Contractor's Construction Manager of when and where tests and inspections are to be made so that Contractor's Construction Manager may be present for such procedures. Such costs, except as provided in Subparagraph GC40-3, shall be at Contractor's expense.

GC40-3. If such procedures for testing, inspection or approval under subparagraphs GC40-1 and GC40-2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for Contractor's Construction Manager's services and expenses shall be at Subcontractor's expense.

GC40-4. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by Subcontractor and promptly delivered to Contractor's Construction Manager. Subcontractor shall obtain and deliver promptly to Contractor's Construction Manager the final certificates of acceptance or approval as issued by the approving authority(ies) for the project and all certificates of final inspection for any part of the Work and all operating permits for any mechanical apparatus, as applicable, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises or use of the finished project, as applicable under this Agreement, by Contractor. Receipt of such permits, approvals or certificates by Contractor or Contractor's Construction Manager shall be a condition precedent to final completion and acceptance of the Work.

GC40-5. If Contractor's Construction Manager is to observe tests, inspections or approvals required by the Contract Documents, Contractor's Construction Manager will do so promptly and, where practicable, at the normal place of testing.

GC40-6. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

GC 41 - ADVERTISEMENT AND PUBLICATION

GC41-1. Neither Subcontractor nor any sub-sub-contractor shall cause or allow the name of Ameresco, Inc., or any of its respective affiliates, subsidiaries or parent entity, or Owner thereof, to be used in any advertising or promotional literature, or in any articles in any publication without the express prior written approval by Contractor, and the other named entities. Subcontractor or sub-subcontractors will contact Contractor's representative to request such approvals.

GC41-2. Subcontractor shall not disclose any details of the Work to any person or persons except those engaged in its performance and only then to the extent required for the particular portion of Work being done. Subcontractor shall not give any information concerning details of the Work to the press or news-disseminating agency without Contractor's prior written consent. Subcontractor shall not display any sign, poster or other advertising matter in or on any part of the site without the prior written consent of the Contractor. No photographs of the Work are to be taken without prior written approval of Contractor and Owner.

GC 42 - PROJECT INFORMATION MANAGEMENT SYSTEM

GC42-1. If Contractor elects to use a project information management software, internet or extranet system for the project, Subcontractor shall (at no additional cost to Contractor) use, and cause the other project team members for whom they are responsible to use, such system as and to the extent directed by Contractor. Such uses may include, without limitation posting the following information on such system: CAD models, drawing and engineering files; project schedules; meeting notes; drawings; Specifications; Supplemental Drawings and Specifications; and any other information requested by Contractor, Contractor shall have the right at any time, in its sole and absolute discretion, to (i) cease use of the project management system, (ii) restrict or eliminate any party's access to the project management system and /or (iii) impose rules and regulations with respect to the use of the project information management system.

GC 43 - NONDISCRIMINATION

GC43-1. During the performance of this Agreement, Subcontractor agrees as follows:

GC43-1-1. Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations

require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, disability or veteran status.

GC43-1-2. Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, religion, age condition or handicap, veteran status, political beliefs, or national or ethnic origin.

GC43-1-3. Subcontractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Subcontractor's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

GC43-1-4. To the extent applicable, Subcontractor will comply with all antidiscrimination laws, with provisions of executive Order 11246 dated September 24, 1965 and with the applicable rules, regulations and relevant orders of the Secretary of Labor.

GC43-2. EMPLOYMENT OPPORTUNITIES

GC43-2-1. Subcontractor will maintain a plan to assure equal employment opportunity throughout the performance of the Work on this project.

GC43-3. MANNING TABLE

GC43-3-1. Subcontractor will endeavor to achieve the range of minority and female employment set forth in a manning table for the entire project. At the request of Contractor, Subcontractor shall submit a manning table. The manning table must be acceptable to Contractor prior to execution of this Agreement.

GC43-4. REFERRAL NOTICES

GC43-4-1. At the request of Contractor, Subcontractor shall direct special efforts toward the recruitment of minority and women workers.

GC43-4-2. At the request of Contractor, Subcontractor shall develop, in coordination with Contractor's Equal Employment Opportunity Office, a method of anticipating their manpower requirement and notifying applicable agencies in advance of job openings.

GC43-4-3. Records or notification and copies of the actual work orders shall be submitted to Contractor.

GC43-5. JOB APPLICANTS

GC43-5-1. Subcontractor shall maintain records of all minority and women workers who apply for work directly at the job site. If the person is not hired, the reason shall be stated on the application.

GC43-5-2. Copies of all such applications shall be submitted to Contractor's representative.

GC43-5-3. These applications shall be reviewed and if possible, these persons contacted to fill job openings.

GC43-6. CONTRACTOR REFERRAL

GC43-6-1. Subcontractor shall notify Contractor if Subcontractor is unable to maintain the indicated range of minority and female employment on the project.

GC43-6-2. Contractor may refer qualified minority and women workers to the project for employment and Subcontractor shall so employ this person or persons.

GC43-7. SUBCONTRACT PROVISIONS

GC43-7-1. Subcontractor shall require, by use of contract clauses, that each sub-subcontractor agree to Subcontractor's equal employment policy.

GC43-7-2. Subcontractor shall require each proposed sub-subcontractor to submit a written affirmative action program prior to the award of a subcontract unless the requirement is waived by Contractor on subcontracts that are less than Fifty Thousand Dollars (\$50,000) in value.

GC43-7-3. Subcontractor shall require every sub-subcontractor to submit their estimated manpower tables, which shall include the information required above.

GC43-7-4. Contractor shall review and approve all programs and manpower tables submitted by the sub-subcontractors.

GC43-8. MINORITY AND WOMEN SUB-SUBCONTRACTORS

GC43-8-1. Subcontractor shall make affirmative efforts to work with individual minority and women sub-subcontractors to ensure that minority and women sub-sub-contractors have the option to submit bids on all phases of the Work

GC43-8-2. Subcontractor shall notify Contractor of their intended bid list. Contractor may recommend additional bidders for any phase of the Work.

GC43-9. TRAINING

GC43-9-1. Subcontractor and their sub-sub-contractors shall actively seek to initiate and shall participate in industry training programs for minority and women workers.

GC43-9-2. Should an industry-wide training program be instituted which, in the judgment of Contractor and Subcontractor, meets the terms and conditions of this Article, the provision of such program shall be the basis for evaluation compliance under this provision.

GC43-9-3. Subcontractor and Subcontractor's sub-sub-contractors shall support the apprenticeship programs and shall actively seek out and sponsor minority and women applicants for admission to such programs. Contractor may refer such persons to Subcontractor.

GC43-10. REPORTING

GC43-10-1. Subcontractor shall advise Contractor, through written weekly memoranda, of the progress of the affirmative action program.

GC43-10-2. Subcontractor's Equal Employment Opportunities Officer shall coordinate their activities with Contractor's Representative.

GC43-11. EQUAL EMPLOYMENT OPPORTUNITIES OFFICERS

GC43-11-1. Subcontractor shall designate a representative of its company as Subcontractor's Equal Employment Opportunities Officer. It shall be the responsibility of this person to interpret and enforce the provisions the affirmative action program and to communicate this policy to all participants in this project.

GC43-11-2. Equal Employment Opportunities Officer shall observe:

GC43-11-2-1. Hiring procedures

GC43-11-2-2. Job opening notifications

GC43-11-3. and shall observe and participate in the following:

GC43-11-3-1. on-site working conditions of minority and women workers

GC43-11-3-2. sub-subcontractors' meetings

GC43-11-3-3. progress reports

GC43-11-3-4. At the request of Contractor, Subcontractor's Equal Employment Opportunities Officer and Contractor's representative and Equal Employment Opportunities Officer shall establish procedures to be followed in determining the qualification of a worker or sub-subcontractor if a dispute over qualifications arises.

GC43-12. PRECONSTRUCTION MEETING AS PREREQUISITE TO PAYMENT

GC43-12-1. Prior to doing any Work, at the request of Contractor, Subcontractor and all sub-subcontractors shall have a preconstruction meeting with Contractor's representative and Contractor's Equal Employment Opportunities Officer to agree upon the means for implementation of this Article.

GC43-12-2. Contractor shall not be under any obligation to make any payments to Subcontractor until the preconstruction meeting referred to in Subparagraph GC43-12-1 has taken place and reasonable progress has been made toward implementation of this Article.

GC43-13. COMPLIANCE

GC43-13-1. Subcontractor's effort and the results of Subcontractor's program shall be reviewed by Subcontractor's Equal Employment Opportunities Officer, and Contractor's Representative, in order to determine if Subcontractor has acted in good faith in the discharge of Subcontractor's responsibilities toward the stated policy.

GC43-13-2. If Subcontractor is judged by Contractor to be in default of Subcontractor's obligations under this Article because of Subcontractor's failure to make good faith efforts to meet the terms and conditions of this Article, Subcontractor shall be given two weeks in which to correct Subcontractor's deficiency.

GC43-13-3. Should Subcontractor or Subcontractor's sub-subcontractors fail to correct their deficiency, Contractor may remedy the deficiency by exercising their options as allowed under these General Conditions.

GC43-14. ABSENCE OF FRAUD OR COLLUSION

GC43-14-1. Subcontractor hereby certifies, by its execution of this Agreement, that no official or employee of Customer has any pecuniary interest in this Agreement or in the expected profits to arise here from, and that this Agreement is made in good faith without fraud or collusion with any other person involved in the process.

GC43-15. FURTHER DOCUMENTS AND EVENTS

GC43-15-1. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement, in that regard, it being understood and agreed that Subcontractor covenants and agrees to execute or procure the execution of all documents reasonably required to release any lien held by Subcontractor or its assignees upon the termination of this Agreement and payment of all amounts required to be paid by Contractor to Subcontractor, pursuant to this Agreement. It being further agreed and understood that Subcontractor agrees to execute all documents which may be reasonably required by an entity which provides funds for any financing contemplated herein and to cooperate with Customer and Contractor in obtaining such funds.

EXHIBIT A FLOWDOWN PROVISIONS

The clauses, provisions and contract sections contained in the Design and Construction Contract between Ameresco and the Portland Public School District No 1J Multnomah County (Owner), dated August 14, 2023, (hereafter the "*Prime Contract*"), shall govern various portions of the Services to the extent attached hereto as Exhibit A. Ameresco shall have the same rights and remedies as against Subcontractor under this Agreement as the Owner in the Prime Contract has against Ameresco. Subcontractor agrees to be bound to Ameresco by the terms and conditions of the Prime Contract and assumes toward Ameresco all the obligations and responsibilities that Ameresco assumes toward the Owner in the Prime Contract. All subcontracts and agreements entered into by Subcontractor (and its lower tier subcontractors or sub consultants), shall include a reference to the Prime Contract and shall include each provision set forth in Exhibit A. To the extent there is a conflict or inconsistency in the language contained in the body of this Agreement and the language contained in the Prime Contract, the more restrictive provision shall govern.

Included herein by reference and made a part of this Agreement:

- Portland Public School District No. 1J Construction ESP Contract #ESPC95955
- Attachment C Portland Public School Career Learning Requirements

The Contractor is required to register on the District's Career Learning database tool, PPS Partner Connect, which is located at <https://www.pps.net/partnerconnect>

EXHIBIT B CODE OF BUSINESS CONDUCT AND ETHICS

This Code of Business Conduct and Ethics (the "Code") sets forth legal and ethical standards of conduct for directors, officers and employees of Ameresco, Inc. (the "Company"). This Code is intended to deter wrongdoing and to promote the conduct of all Company business in accordance with high standards of integrity and in compliance with all applicable laws and regulations. This Code applies to the Company and all of its subsidiaries and other business entities controlled by it worldwide.

If you have any questions regarding this Code or its application to you in any situation, you should contact your supervisor or the Company's General Counsel.

Compliance with Laws, Rules and Regulations

The Company requires that all employees, officers and directors comply with all laws, rules and regulations applicable to the Company wherever it does business. You are expected to use good judgment and common sense in seeking to comply with all applicable laws, rules and regulations and to ask for advice when you are uncertain about them.

If you become aware of the violation of any law, rule or regulation by the Company, whether by its officers, employees, directors, or any third party doing business on behalf of the Company, it is your responsibility to promptly report the matter to your supervisor or to the Company's General Counsel. While it is the Company's desire to address matters internally, nothing in this Code should discourage you from reporting any illegal activity, including any violation of the securities laws, antitrust laws, environmental laws or any other federal, state or foreign law, rule or regulation, to the appropriate regulatory authority. Employees, officers and directors shall not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against an employee because he or she reports any such violation, unless it is determined that the report was made with knowledge that it was false. This Code should not be construed to prohibit you from testifying, participating or otherwise assisting in any state or federal administrative, judicial or legislative proceeding or investigation.

Conflicts of Interest

Employees, officers and directors must act in the best interests of the Company. You must refrain from engaging in any activity or having a personal interest that presents a "conflict of interest." A conflict of interest occurs when your personal interest interferes, or appears to interfere, with the interests of the Company. A conflict of interest can arise whenever you, as an officer, director or employee, take action or have an interest that prevents you from performing your Company duties and responsibilities honestly, objectively and effectively.

For example:

- No employee, officer or director shall perform services as a consultant, employee, officer, director, advisor or in any other capacity for, or have a financial interest in, a competitor of the Company, other than services performed at the request of the Company and other than a financial interest representing less than one percent (1%) of the outstanding shares of a publicly-held company; and
- No employee, officer or director shall use his or her position with the Company to influence a transaction with a supplier or customer in which such person has any personal interest, other than a financial interest representing less than one percent (1%) of the outstanding shares of a publicly-held company.

It is your responsibility to disclose any transaction or relationship that reasonably could be expected to give rise to a conflict of interest to the Company's General Counsel or, if you are an executive officer or director, to the Board of Directors, who shall be responsible for determining whether such transaction or relationship constitutes a conflict of interest.

Insider Trading

Employees, officers and directors who have material non-public information about the Company or other companies, including our suppliers and customers, as a result of their relationship with the Company are prohibited by law and Company policy from trading in securities of the Company or such other companies, as well as from communicating such information to others who might trade on the basis of that information. To help ensure that you do not engage in prohibited insider trading and avoid even the appearance of an improper transaction, the Company has adopted an Insider Trading Policy, which is available in the Human Resources – Policies & Procedures section of the Company's Intranet.

If you are uncertain about the constraints on your purchase or sale of any Company securities or the securities of any other company that you are familiar with by virtue of your relationship with the Company, you should consult with the Company's General Counsel before making any such purchase or sale.

Confidentiality

Employees, officers and directors must maintain the confidentiality of confidential information entrusted to them by the Company or other companies, including our suppliers and customers, except when disclosure is authorized by a supervisor or legally mandated.

Unauthorized disclosure of any confidential information is prohibited. Additionally, employees should take appropriate precautions to ensure that confidential or sensitive business information, whether it is proprietary to the Company or another company, is not communicated within the Company except to employees who have a need to know such information to perform their responsibilities for the Company.

Third parties may ask you for information concerning the Company. Subject to the exceptions noted in the preceding paragraph, employees, officers and directors (other than the Company's authorized spokespersons) must not discuss internal Company matters with, or disseminate internal Company information to, anyone outside the Company, except as required in the performance of their Company duties and, if appropriate, after a confidentiality agreement is in place. This prohibition applies particularly to inquiries concerning the Company from the media, market professionals (such as securities analysts, institutional investors, investment advisers, brokers and dealers) and security holders. All responses to inquiries on behalf of the Company must be made only by the Company's authorized spokespersons. If you receive any inquiries of this nature, you must decline to comment and refer the inquirer to your supervisor or one of the Company's authorized spokespersons. The Company's policies with respect to public disclosure of internal matters are described more fully in the Company's Disclosure Policy, which is available in the Human Resources – Policies & Procedures section of the Company's Intranet.

You also must abide by any lawful obligations that you have to your former employer. These obligations may include restrictions on the use and disclosure of confidential information, restrictions on the solicitation of former colleagues to work at the Company and non-competition obligations.

Honest and Ethical Conduct and Fair Dealing

Employees, officers and directors should endeavor to deal honestly, ethically and fairly with the Company's suppliers, customers, competitors and employees. Statements regarding the Company's products and services must not be untrue, misleading, deceptive or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

Protection and Proper Use of Corporate Assets

Employees, officers and directors should seek to protect the Company's assets. Theft, carelessness and waste have a direct impact on the Company's financial performance. Employees, officers and directors must use the Company's assets and services solely for legitimate business purposes of the Company and not for any personal benefit or the personal benefit of anyone else.

Employees, officers and directors must advance the Company's legitimate interests when the opportunity to do so arises. You must not take for yourself personal opportunities that are discovered through your position with the Company or the use of property or information of the Company.

Gifts and Gratuities

The use of Company funds or assets for gifts, gratuities or other favors to employees or government officials is prohibited, except to the extent such gifts are in compliance with applicable law, insignificant in amount and not given in consideration or expectation of any action by the recipient.

Employees, officers and directors must not accept, or permit any member of his or her immediate family to accept, any gifts, gratuities or other favors from any customer, supplier or other person doing or seeking to do business with the Company, other than items of insignificant value. Any gifts that are not of insignificant value should be returned immediately and reported to your supervisor. If immediate return is not practical, they should be given to the Company for charitable disposition or such other disposition as the Company, in its sole discretion, believes appropriate.

Common sense and moderation should prevail in business entertainment engaged in on behalf of the Company. Employees, officers and directors should provide, or accept, business entertainment to or from anyone doing business with the Company only if the entertainment is infrequent, modest and intended to serve legitimate business goals.

Bribes and kickbacks are criminal acts, strictly prohibited by law. You must not offer, give, solicit or receive any form of bribe or kickback anywhere in the world.

Accuracy of Books and Records and Public Reports

Employees, officers and directors must honestly and accurately report all business transactions. You are responsible for the accuracy of your records and reports. Accurate information is essential to the Company's ability to meet legal and regulatory obligations.

All Company books, records and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record. The financial statements of the Company shall conform to generally accepted accounting rules and the Company's accounting policies. No undisclosed or unrecorded account or fund shall be established for any purpose. No false or misleading entries shall be made in the Company's books or records for any reason, and no disbursement of corporate funds or other corporate property shall be made without adequate supporting documentation.

It is the policy of the Company to provide full, fair, accurate, timely and understandable disclosure in reports and documents filed with, or submitted to, the Securities and Exchange Commission and in other public communications.

Concerns Regarding Accounting or Auditing Matters

Employees with concerns regarding questionable accounting or auditing matters or complaints regarding accounting, internal accounting controls or auditing matters may confidentially, and anonymously if they wish, submit such concerns or complaints in writing to the Company's Chief Financial Officer or General Counsel or may use the toll-free telephone number (877) 309-9395 or submit on-line at www.ethicspoint.com. See "Reporting and Compliance Procedures." All such concerns and complaints will be forwarded to the Chairman of the Audit Committee of the Board of Directors, unless they are determined to be without merit by the Company's General Counsel and Chief Financial Officer. In any event, a record of all complaints and concerns received will be provided to the Audit Committee each fiscal quarter. Any such concerns or complaints may also be communicated, confidentially and, if you desire, anonymously, directly to the Chairman of the Audit Committee of the Board of Directors.

The Audit Committee will evaluate the merits of any concerns or complaints received by it and authorize such follow-up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint.

The Company will not discipline, discriminate against or retaliate against any employee who reports a complaint or concern, unless it is determined that the report was made with knowledge that it was false.

Dealings with Independent Auditors

No employee, officer or director shall, directly or indirectly, make or cause to be made a materially false or misleading statement to an accountant in connection with (or omit to state, or cause another person to omit to state, any material fact necessary in order to make statements made, in light of the circumstances under which such statements were made, not misleading to, an accountant in connection with) any audit, review or examination of the Company's financial statements or the preparation or filing of any document or report with the SEC. No employee, officer or director shall, directly or indirectly, take any action to coerce, manipulate, mislead or fraudulently influence any independent public or certified public accountant engaged in the performance of an audit or review of the Company's financial statements.

Waivers of this Code of Business Conduct and Ethics

While some of the policies contained in this Code must be strictly adhered to and no exceptions can be allowed, in other cases exceptions may be appropriate. Any employee or officer who believes that a waiver of any of these policies is appropriate in his or her case should first contact his or her immediate supervisor. If the supervisor agrees that a waiver is appropriate, the approval of the Company's General Counsel must be obtained. The Company's General Counsel shall be responsible for maintaining a record of all requests by employees or officers for waivers of any of these policies and the disposition of such requests.

Any executive officer or director who seeks a waiver of any of these policies should contact the Company's General Counsel. Any waiver of this Code for executive officers or directors or any change to this Code that applies to executive officers or

directors may be made only by the Board of Directors of the Company and will be disclosed as required by law or stock exchange regulation.

Reporting and Compliance Procedures

Every employee, officer and director have the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this Code. Any employee, officer or director who knows or believes that any other employee or representative of the Company has engaged or is engaging in Company-related conduct that violates applicable law or this Code should report such information to his or her supervisor or to the Company's General Counsel, as described below. You may report such conduct openly or anonymously without fear of retaliation. The Company will not discipline, discriminate against or retaliate against any employee who reports such conduct, unless it is determined that the report was made with knowledge that it was false, or who cooperates in any investigation or inquiry regarding such conduct. Any supervisor who receives a report of a violation of this Code must immediately inform the Company's General Counsel.

You may report violations of this Code, on a confidential or anonymous basis, by contacting the Company's General Counsel by fax, mail or e-mail at: Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, MA 01701, telephone (508) 661-2219, fax (508) 598-3219, or dcorrsin@ameresco.com. In addition, the Company has established a toll-free telephone number (877) 309-9395 where you can leave a recorded message about any violation or suspected violation of this Code. You also may report any violation or suspected violation of this Code on-line at www.ethicspoint.com. While we prefer that you identify yourself when reporting violations so that we may follow up with you, as necessary, for additional information, you may leave messages anonymously if you wish.

If the Company's General Counsel receives information regarding an alleged violation of this Code, he or she shall, as appropriate, (a) evaluate such information, (b) if the alleged violation involves an executive officer or a director, inform the Chief Executive Officer and Board of Directors of the alleged violation, (c) determine whether it is necessary to conduct an informal inquiry or a formal investigation and, if so, initiate such inquiry or investigation and (d) report the results of any such inquiry or investigation, together with a recommendation as to disposition of the matter, to the Chief Executive Officer for action, or if the alleged violation involves an executive officer or a director, report the results of any such inquiry or investigation to the Board of Directors or a committee thereof. Employees, officers and directors are expected to cooperate fully with any inquiry or investigation by the Company regarding an alleged violation of this Code. Failure to cooperate with any such inquiry or investigation may result in disciplinary action, up to and including discharge.

The Company shall determine whether violations of this Code have occurred and, if so, shall determine the disciplinary measures to be taken against any employee who has violated this Code. In the event that the alleged violation involves an executive officer or a director, the Chief Executive Officer and the Board of Directors, respectively, shall determine whether a violation of this Code has occurred and, if so, shall determine the disciplinary measures to be taken against such executive officer or director.

Failure to comply with the standards outlined in this Code will result in disciplinary action including, but not limited to, reprimands, warnings, probation or suspension without pay, demotions, reductions in salary, discharge and restitution. Certain violations of this Code may require the Company to refer the matter to the appropriate governmental or regulatory authorities for investigation or prosecution. Moreover, any supervisor who directs or approves of any conduct in violation of this Code, or who has knowledge of such conduct and does not immediately report it, also will be subject to disciplinary action, up to and including discharge.

Dissemination and Amendment

This Code shall be distributed to each new employee, officer and director of the Company upon commencement of his or her employment or other relationship with the Company and shall also be distributed annually to each employee, officer and director of the Company, and each employee, officer and director shall certify that he or she has received, read and understood the Code and has complied with its terms.

The Company reserves the right to amend, alter or terminate this Code at any time for any reason. The most current version of this Code can be found in the Human Resources – Policies & Procedures section of the Company's Intranet.

This document is not an employment contract between the Company and any of its employees, officers or directors.

Adopted by the Board of Directors on May 27, 2010

**ADDENDUM:
U.S. GOVERNMENT CONTRACTING CONSIDERATIONS**

Representations and Certifications

Bidders and offerors seeking U.S. Federal Government contracts (“Offerors”) must maintain updated representations and certifications in the System for Award Management (“SAM”) at <http://www.sam.gov>.

By submitting an offer containing the representations and certifications in FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, the Company is certifying that the SAM representations and certifications have been entered or updated electronically in SAM within the last 12 months, are current, accurate, complete, and applicable to the specific solicitation as of the time the offer is submitted.

Incomplete or inaccurate representations and certifications may make the Company ineligible for award and could subject the Company and Company personnel to liability. Company personnel are prohibited from misrepresenting any matter in any representation or certification, or from making or approving any false statement to any governmental body or official, or from misrepresenting the small business size or socioeconomic status of the Company, any affiliate, or any third party that is an actual or prospective subcontractor, supplier, service provider, vendor, or teaming partner.

Procurement-Related Information

The Procurement Integrity Act prohibits improper exchanges of source selection information and contractor bid or proposal information to protect the legitimacy of Government contract competition procedures. No person on behalf of the Company may solicit, receive, offer or disclose source selection information or contractor bid or proposal information relating to any other offeror or prospective offeror.

Conflicts of Interest

Organizational Conflict of Interest

Organizational conflicts of interest (“OCIs”) may occur when the Company or a person affiliated with the Company has competing roles or responsibilities that can distort the fairness of procurement-related decisions. OCI’s can arise from a loss of objectivity or impartiality, or from unequal access to information that may lead to an unfair competitive advantage. OCI most often arise when a contractor provides systems engineering and technical assistance (“SETA”) services or other consulting services to a Government customer and subsequently seeks to participate in a procurement related to that work. OCIs may be managed through disclosure and mitigation measures, but if left unaddressed can lead to lost business opportunities and rescinded contract awards. Any Company employee who suspects that the Company may have an OCI or may be disadvantaged by another entity’s OCI should report the situation immediately to the Company’s General Counsel.

Personal Conflict of Interest

Personal conflicts of interest (“PCIs”) may also affect the basic fairness of the procurement system. Personal conflicts of interest may arise when an employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Company or its Government customer. Among the sources of personal conflicts of interest are (i) personal, household or family financial interests; (ii) employment and compensation relationship; and (iii) receipt or anticipated receipt of persons gifts, entertainment, or travel. Company personnel may be asked to periodically disclose any known sources of PCI that may be relevant to the Company’s business. Whether or not a PCI is disclosed, all Company personnel are required to inform the Company’s General Counsel of any known or suspected PCI that may reasonably impact the Company’s business.

Recruiting and Hiring Former Government Officials

After leaving Government employment, former Government employees may be subject to restrictions on their new employment activities. These restrictions particularly apply to activities that involve appearing before or communicating with federal agencies or courts after the former federal employee has left the Government. The post-Government employment statute, 18 U.S.C. § 207, does not prohibit former federal employees from working for any particular employer (although other authorities may limit permissible compensation), but it does restrict what former federal employees can do for their new employers. Accordingly, no person on behalf of the Company may recruit or hire any former federal official except under guidance from the Company’s General Counsel. The following are the principal restrictions on former federal officials:

Lifetime Ban - A former federal employee is prohibited from representing anyone else before the Government on a particular matter involving specific parties in which the employee participated personally and substantially during Government service.

Two-Year Ban - A former federal employee is prohibited for two years from representing another person before the Government on a particular matter involving specific parties that was pending under that employee's official responsibility during their last year of Government service. "Official responsibility" means the direct administrative or operating authority, whether intermediate or final, and either exercisable alone or with others, and either personally or through subordinates, to approve, disapprove, or otherwise direct Government actions.

One-Year Ban - A former senior federal employee is prohibited from communicating to, or appearing before, the agency in which the former senior employee served during the last year of Government service. Whether a former employee is a "senior employee" depends on their rate of basic pay during their last year of service.

Compensation by Contractors to former U.S. Public Officials

As a Government contractor, the Company is prohibited from compensating a former federal employee for one year after the former Government official served in certain procurement-related or supervisory roles relating to procurements of more than \$10 million in which the Company was involved as a bidder or offeror. Accordingly, no person on behalf of the Company may recruit, hire or compensate any former Government official who had any procurement-related supervisory or operational responsibilities, except with approval from the Company's General Counsel.

Subcontractor Antikickback

The Anti-Kickback Act of 1986, 41 U.S.C. §§ 8701 *et seq.*, prohibits offering, giving, soliciting or accepting anything of value to influence the award of a federal contract or subcontract or to include the cost of such a kickback in the price of the contract or subcontract. The contracting officer must deduct the amount of any kickback from contract payments. Violators are subject to civil penalties, double the amount of the kickbacks, and criminal penalties including fines and up to ten years' imprisonment.

Accordingly, Company personnel are prohibited from providing or attempting to provide or offering to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Company to the Government or to any higher-tier contractor. Importantly, offering or soliciting a kickback is a violation even if no actual payment ever occurs.

All payments between the Company and any subcontractors or higher-tier contractors shall be handled via electronic fund transfer and immediately recorded in the Company's general ledger.

The Company is required to promptly report in writing any reasonable grounds to believe that a violation of the subcontractor kickback prohibition may have occurred. To facilitate this reporting, any Company employee having a basis for suspecting a kickback must report it to the Company's General Counsel or the Company's whistleblower hotline. The Company will fully cooperate with any investigation of such a matter.

Bribery

Company personnel are strictly prohibited from giving or offering to give money or anything of value to a Government official to influence any governmental action or decision. Under 18 U.S.C. § 201(b), it is a crime to bribe a federal public official with an intent to influence the official to perform an official act or to refrain from performing an official act. The term "public official" is interpreted broadly to include Members of Congress, officers, employees, jurors, or other persons acting for or on behalf of the United States, or any department, agency or branch thereof. The law prohibits offering or giving "anything of value" to a public official to influence an official act, and violation is punishable by a fine in an amount treble the value of the payment or gift and up to fifteen years' imprisonment.

Gratuities

Company personnel are strictly prohibited from giving or offering to give money or anything of value to a Government official as a reward or indication of gratitude for any governmental action or decision. Under 18 U.S.C. § 201(c), it is a crime to give anything of value to a federal public official "for or because of" an official act. Unlike the bribery statute, which requires proof of an intent to influence an act, a gratuity may be given after an act has been performed and without any intent to influence such act. The gratuities statute applies if a gift or payment was made *because of* an official act even if it was not made *to influence* the act. Violation is punishable by a fine and up to two years' imprisonment.

Gifts

Even without any such intent to influence or reward official conduct, any gifts to Government officials can be improper. Questions frequently arise with regard to business practices such as meals, beverages, entertainment, travel to industry events, promotional items given away at trade fairs or conventions, and honoraria for speeches. In these circumstances, it is important to realize that Government officials are subject to strict rules regarding what gifts they may accept from anyone, but especially from a contractor that receives Government-funded business.

Ethical guidelines for Government officials involved in procurements or contracts appear at FAR Subpart 3.1. FAR 3.104(b)(2) notes that the acceptance of gifts is prohibited "under certain circumstances." The acceptance by Government officials from an entity "doing business with" or "regulated by" the Government is prohibited unless it complies with guidelines established by the ethics office of an agency. Some federal agencies prohibit their employees from accepting any gifts while others allow employees to accept modest business lunches or snacks offered at a meeting or conference.

Since this is an area in which even well-intended courtesies could be problematic, Company personnel are prohibited from providing any gifts, regardless of value, to any federal official, unless the planned gift is approved by both the Government employee who will receive it and by the Company's General Counsel.

Fraud and False Claims

The Company values its principles of honest dealing with all parties, including all Government customers and higher-tier contractors and subcontractors who may support Government customers. Company personnel are strictly prohibited from pursuing or facilitating any invoice or other claim for payment with Government funds unless the payment is fully justified according to the terms of a binding, written contract. Excess, improper, or inadequately justified billings or inaccurate or unsubstantiated certifications can lead to substantial corporate and individual liability under fraud laws, including the False Claims Act and several related laws.

Civil False Claims Act

The False Claims Act, 31 U.S.C. §§ 3729-33, provides for civil damages and penalties for companies or persons that present false or fraudulent claims for payment involving Government funds. A violation requires knowledge of the false or fraudulent nature of the claim, but knowledge includes deliberate indifference or reckless disregard as to the false or fraudulent nature of the claim.

False claims do not necessarily have to be inflated invoices or invoices for work not performed. Knowingly submitting invoices for goods that do not meet technical specifications or failed to pass required testing has been found to be a false claim. Other examples of false claims include defective cost or pricing data, or falsifying specifications, country of origin, labor category mapping, and employee time tracking.

The Government is entitled to receive treble damages in most cases, but this can be reduced to double damages if the company cooperates by furnishing information to the Government within 30 days of learning about the false claim. Civil penalties can also be assessed in the amount of \$5,500 to \$11,000 per claim; in some cases, this penalty has been applied to every submitted invoice and can often exceed the amount of damages the Government incurs.

The False Claims Act contains a "*qui tam*" provision under which private parties can bring a lawsuit on behalf of the Government to recover damages for false claims. The Government may intervene in such a suit or choose not to intervene. If it intervenes, the Department of Justice takes over the litigation. If the Government chooses not to intervene, the person bringing the action, the "relator," may continue to prosecute the lawsuit. The relator shares in any damages received by the Government if the allegations had not already been publicly disclosed through the news media or other sources. Most False Claims Act lawsuits are brought by *qui tam* relators.

The False Claims Act also contains strong provisions protecting whistle-blowers, including *qui tam* relators who are company employees or consultants, from retaliation.

Criminal False Claims Act

There is also a criminal false claims act, 18 U.S.C. § 287, which applies to persons or companies that knowingly present false, fictitious or fraudulent claims. The standard of knowledge is higher than for a civil false claim, since it does not explicitly include reckless disregard or deliberate indifference, but "willful blindness" is a well-established equivalent of actual knowledge in criminal law. The penalties for violation of this criminal statute include a fine of up to \$10,000 and imprisonment for up to five years. For false claims submitted to the Department of Defense, the fine may be up to \$1 million.

Overpayments

Knowing retention of a Government overpayment is a false claim. The regulations relating to suspension and debarment also implicitly create a duty to disclose overpayments, since knowing failure to disclose a significant overpayment is listed as a cause for debarment. FAR 9.406- 2(b)(1)(vi).

Mandatory Disclosure

Federal contractors and subcontractors are required to disclose certain matters relating to government contracts. All Company personnel must support this obligation by reporting information about potential violations that might be subject to mandatory disclosure. Mandatory disclosure is implicated when, in connection with a federal government contractor subcontract, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations, or a violation of the civil False Claims Act, or a significant overpayment made by the government. Such disclosures must be made promptly, so rapid communication with the Company is critical to ensure the Company's compliance. Company personnel with information about any matter that might trigger a mandatory disclosure should report the issue to the Company's General Counsel or through the Company's whistleblower hotline.

Suspension and Debarment

Suspension and debarment are administrative exclusion procedures that can be used to protect the U.S. Government from contractors and subcontractors whose business ethics and operational controls are so poor that they are not "presently responsible" enough to be trusted to handle Government obligations and Government funds. Under FAR Subpart 9.4, contractors can be suspended or debarred from receiving federal contracts if they are indicted or convicted of fraud or other criminal offenses. They may also be debarred or suspended for serious violations of contract terms, including willful failure to perform in accordance with contract terms or a history of failure to perform contracts in a satisfactory manner. They can also be debarred for failing to submit a timely mandatory disclosure when required.

The Company is proud of its record of being a responsible steward of government funds. All Company personnel should report to the General Counsel or through the Company's whistleblower hotline any matter that calls into question the Company's responsibility as a trusted government contractor or subcontractor, or that indicates a lack of business integrity or business honesty.

Whistleblowing and Employees' Right to Report

The Company operates a whistleblower hotline that can be reached by toll-free telephone number (877) 309-9395 or online at www.ethicspoint.com for Company personnel to report anonymously improper or unlawful activities, without any fear of retribution or retaliation. All whistleblower reports are appreciated and carefully investigated.

Examples of possible wrongdoing include: mismanagement of a Federal contract or grant; waste of Federal funds; abuse of authority relating to a Federal contract or grant; substantial and specific danger to public health or safety, or violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract).

Notwithstanding confidentiality or nondisclosure agreement applicable to Company personnel (other than confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency), Company personnel and subcontractors are not prohibited from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General). To the extent that any provision of a confidentiality or nondisclosure agreement prohibits or appears to prohibit such lawful reporting, that provision is no longer in effect.

Human Trafficking

All Company personnel and subcontractors are advised of the policy of the United States Government prohibiting trafficking in persons, under which contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of any contract;
- (2) Procure commercial sex acts during the period of performance of any contract;
- (3) Use forced labor in the performance of any contract;

- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
 - (ii) The requirements of paragraph (7)(i) of this clause shall not apply to an employee who is—
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
 - (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
 - (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

All Company personnel are further advised that violations of this policy may be subject to disciplinary actions including, but not limited to, removal from a Government contract or subcontract, reduction in benefits, termination of employment, and referral to appropriate law enforcement authorities.

The Company will, as required by contract or regulation, inform the appropriate Government officials of any credible information it receives from any source (including host country law enforcement) that alleges a Company employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in recited above.

ADDENDUM:
INTERNATIONAL TRANSACTIONS

Export Control and Sanctions Laws

Employees, officers, and directors must observe all laws and regulations of the United States and other countries in which the Company does business with respect to the export and re-export of goods, software, technologies, and services and transactions involving countries, organizations and individuals that are subject to trade embargoes or other economic sanctions. Subject to only narrow exceptions, exports and re-exports to and non-export transactions with Cuba, Iran, North Korea, Sudan, and Syria are generally prohibited or subject to stringent case-by-case licensing requirements. Licensing requirements depend in part upon the regulatory classifications for the relevant items. U.S. regulations permit self-classification, except for certain encryption items that must be submitted for pre-export classification review by U.S. Government regulatory authorities. Non-U.S. counterparties, including foreign customers and foreign-national employees who do not have permanent residency status, must be screened against restricted party lists before exporting or re-exporting any items or disclosing technology or software for which licensing may be required.

Exports of commodities, software and technology may be subject to restrictions based on technical characteristics or capabilities, the country of destination, the parties to a transaction, the expected end use of the exported items, or a combination of these factors.

It is presumed that no commodities, software, technology, services may be provided to, and no financial transactions conducted with, any party that is located in, organized under the laws of, controlled by, or a national of Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine. In addition, exports of commodities, software and technology to Sudan are presumptively prohibited.

Company personnel must ascertain all applicable export control and sanctions restrictions prior to initiating any sales activity or engaging any employee, contractor or consultant for which prior Government licensing might be required. Company product sale, distribution, reseller, consulting, and other contracts should include assurances that Company goods, software, technologies and services will be handled in accordance with all applicable export, re-export and sanctions laws and regulations.

The Foreign Corrupt Practices Act

The Foreign Corrupt Practices Act (FCPA) prohibits giving anything of value to a foreign official, which includes party officials and representatives of international organizations, for the purpose of obtaining, retaining or directing business to any person or company or of obtaining an improper business advantage. Facilitation of payments is also prohibited. These are small payments, usually made in cash, that are typically provided to a Government official to speed up or guarantee a routine action that the official is already obligated to perform. Examples of these might be payments made in order to expedite work permits, visas, licenses, utility services or to obtain police protection. While commonplace in certain parts of the world, such payments are illegal in many countries and prohibited by company policy. Participating in bribery subjects employees and the Company to potential civil and criminal penalties, disgorgement of profits, as well as potential termination of employment.

The FCPA applies to any organization or person operating under U.S. jurisdiction, including companies listed on any U.S. stock exchange (even foreign issuers), companies incorporated or based in the U.S., the officers, employees, and agents of such companies, U.S. nationals and residents.

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY

Ameresco is a contractor under various contracts with agencies of the U.S. federal government. The following applies to Subcontractor as a subcontractor, to the extent that goods or services provided by Subcontractor are, in whole or in part, necessary to the performance of any such U.S. federal government contract, or to the extent that Subcontractor performs, undertakes or assumes any portion of the contractor's obligation under any such U.S. federal government contract:

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

This agreement also hereby incorporates, where applicable, 29 CFR Part 471, Appendix A to Subpart A.

**APPENDIX A
SUBCONTRACTOR'S WORK**

Section I - SCOPE OF WORK

Portland Public Schools – Phase 12

Scope of Work for Each School:

1. Install client specified cable throughout the school that will connect to all the HVAC controllers via “daisy chain”.
2. Install client specified cable from controllers to each thermostat.
3. Install client specified cable from controllers to the room HVAC units.

PRICING:

School	Labor	Materials	Ineligible ETO Costs	Bonds	Total
Beach	\$50,000.00	\$29,825.00	\$175.00	\$2,480.00	\$82,480.00
Capitol Hill	\$26,250.00	\$31,320.00	\$175.00	\$1,790.00	\$59,535.00
Rigler	\$30,000.00	\$20,880.00	\$175.00	\$1,650.00	\$52,705.00
Sellwood	\$52,500.00	\$33,772.00	\$175.00	\$2,680.00	\$89,127.00
Irvington	\$50,000.00	\$36,150.00	\$175.00	\$2,680.00	\$89,005.00
Sitton	\$40,625.00	\$26,285.00	\$175.00	\$2,080.00	\$69,165.00
Boise Elliot	\$53,250.00	\$ 34,900.00	\$175.00	\$2,738.00	\$91,063.00
Buckman	\$43,000.00	\$34,778.00	\$175.00	\$2,418.00	\$80,371.00
Roseway Heights	\$60,000.00	\$44,132.00	\$175.00	\$3,234.00	\$107,541.00
West Sylvan	\$56,250.00	\$32,356.00	\$175.00	\$2,754.00	\$91,535.00
Total	\$461,875.00	\$324,398.00	\$1,750.00	\$24,504.00	\$812,527.00

Notes/Exclusions:

1. All cable installation work is based on site drawings provided by Ameresco.
2. This proposal does not include cable terminations and equipment activation.
3. All installation labor will be paid at “prevailing wage” rates. Certified payrolls will be provided with invoices.
4. Hi-Lifts are not included in this proposal.

Note: To the extent that a conflict exists between certain portions of the language set forth in APPENDIX A, Subcontractor’s proposal dated January 20, 2025 and the Agreement with regards to the Scope, the document imposing the higher standard or more restrictive condition shall govern. Any terms and conditions set forth in said proposal are expressly excluded.

**APPENDIX A
SUBCONTRACTOR'S WORK**

Section II – SPECIFICATIONS

Included herein by reference and made a part of this agreement, see Appendix A Section I – Scope of Work

**APPENDIX A
SUBCONTRACTOR'S WORK**

Section III – SUBCONTRACTOR PRICING

Subcontractor's Fee for the Work required hereunder as shown in Appendix A, shall be Eight Hundred Twelve Thousand Five Hundred Twenty Seven Dollars and Zero Cents (\$812,527.00). Includes reimbursement of direct cost for performance and payment bonds up to an amount of Twenty Four Thousand Five Hundred Four Dollars and Zero Cents (\$24,504.00), based upon acceptable documentation substantiating such direct cost.

APPENDIX B PAYMENT TERMS & PROCEDURES

B.1 SCHEDULE OF VALUES. Subcontractor shall provide a schedule of values ("Schedule of Values") satisfactory to Contractor no later than fifteen (15) days from the date of the Notice to Proceed. The Schedule of Values must contain a breakout of labor and materials by task code.

B.2 PROGRESS PAYMENTS

B.2.1 APPLICATION. Subcontractor shall submit an application for payment, based upon the approved Schedule of Values, for Work performed in the preceding payment period in a form acceptable to Contractor for approval, no later than the 25th day of each month, per the terms of this Agreement.

B.2.2 RETAINAGE. Contractor shall withhold five percent (5%), of the value of Subcontractor's work in respect of each properly completed application for payment on account of Work done by Subcontractor for that period, such amount to be held as additional security for the faithful performance by Subcontractor of all the Work required under this Agreement. Contractor shall pay such retained amounts to the Subcontractor pursuant to the provisions of Section B.3, Final Payment.

B.2.3 PAYMENT DUE. Progress payments shall be due Subcontractor thirty (30) days after Contractor receives and approves a proper and accurate application for payment from Subcontractor.

B.3 FINAL PAYMENT

B.3.1 APPLICATION. Upon acceptance of Subcontractor's Work by both Owner and Contractor, and upon Subcontractor furnishing evidence of fulfillment of Subcontractor's obligations in accordance with the Contract Documents Contractor shall within thirty (30) days thereafter, make payment to Subcontractor of the amount due.

B.3.2 REQUIREMENTS. Before Contractor shall be required to make final payment, Subcontractor shall submit to Contractor:

- (A) Unconditional Waiver and Release Upon Final Payment (Appendix D, Part II)
- (B) an affidavit that all payrolls, bills for Materials and equipment, and other indebtedness connected with Subcontractor's Work for which Contractor or his property or Contractor's surety might in any way be liable, have been paid or otherwise satisfied (Affidavit as to Lower Tier Sub-subcontractors Appendix D, Part III);
- (C) consent of surety to final payment, if required;
- (D) satisfaction of required close-out procedures; and
- (E) other data if required by Contractor, such as receipts, releases and final Unconditional Waivers of Liens to the extent and in such form as may be designated by the Contractor as provided in Appendix D, hereto.

B.3.3 ACCEPTANCE OF FINAL PAYMENT. Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontractor's Work and all of the sub-subcontractors relating to the various sub-subcontractor's Work, but shall in no event, relieve the Subcontractor or the sub-subcontractors of liability for their warranty obligations or for faulty or defective Work appearing after final payment.

B.4 PAYMENT USE RESTRICTION. No payment received by Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by Subcontractor to a person furnishing labor or Materials for use in performing the Work.

B.5 PAYMENT USE VERIFICATION. Contractor shall have the right at all times to contact Subcontractor's sub-subcontractors and suppliers to ensure that the same are being paid by Subcontractor for labor or Materials furnished for use in performing the Work.

B.6 CERTIFICATION OF PAYMENT. As a condition precedent to any partial or final payment, Subcontractor and each of his sub-subcontractors, if any, shall submit itemized written statements certifying the amounts expended and amounts owed for taxes, labor, material, services and supplies furnished in connection with, or applicable to, the work covered by the Subcontract. Subcontractor shall also as a condition precedent to any partial or final payment submit evidence satisfactory to Contractor that all claims for the aforesaid taxes, labor, Material, services and supplies have been paid or otherwise provided for and submit all affidavits, certificates and other documents required to enable Contractor to comply with all requirements of any other interested agency or authority and to assure itself that all debts have been paid.

B.7 LIEN WAIVERS AND AFFIDAVITS. As a condition precedent to payment, the Subcontractor shall provide lien and claim waivers and affidavits, using Conditional and Unconditional Waivers and Release of Liens as shown in Appendix D hereto, as the case may be for interim and final payments respectively, from Subcontractor, and its sub-subcontractors and suppliers in the forms as set forth in Appendix D hereto.

B.8 SUBCONTRACTOR PAYMENT FAILURE. In the event Contractor has reason to believe that labor, Materials or other obligations incurred in the performance of the Subcontractor's Work are not being paid, Contractor shall give written notice of such claim or lien to Subcontractor and may take any steps deemed necessary to ensure that any progress or final payment shall be utilized to pay such obligations.

If upon receipt of said notice, Subcontractor does not:

- (A) supply evidence to the satisfaction of Contractor that monies owing to the claimant have been paid; or
- (B) post a bond indemnifying Contractor, the Contractor's surety, if any, and the premises from such claim or lien; then Contractor shall have the right to retain out of any payments due or to become due to Subcontractor a reasonable amount to protect Contractor from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien until the claim or lien has been satisfied by the Subcontractor. In such cases Contractor may, at its sole option, apply any sums so retained directly toward satisfaction of such claim or lien and Subcontractor shall have no recourse as to such sums.

B.9 PAYMENT NOT ACCEPTANCE. Payment to Subcontractor is specifically agreed not to constitute or imply acceptance by Contractor of all or any portion of the Work.

Sample Payment Application:

<p>CUSTOMER:</p>	<p>PROJECT:</p>	<p>APPLICATION NO : _____ INVOICE NO : _____ APPLICATION DATE : _____ PERIOD FROM : _____ PERIOD TO : _____ PURCHASE ORDER NO : _____</p>															
<p>CONTRACTOR'S APPLICATION FOR PAYMENT</p>																	
<p>The undersigned Contractor certifies that to the best of his knowledge and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Customer, and that current payment shown herein is now due.</p> <p>CONTRACTOR: By: _____ Date: _____</p> <p>State of: _____ County of: _____ Subscribed & sworn to before me this _____ day of _____, 19____</p> <p>Notary Public: My Commission expires: _____</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Change Order Summary</th> <th style="width:25%;">Additions</th> <th style="width:25%;">Deductions</th> </tr> <tr> <td>Total changes approved in previous months by Contractor</td> <td></td> <td></td> </tr> <tr> <td>Total approved this Month</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">TOTALS</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">NET CHANGES</td> <td></td> <td></td> </tr> </table>	Change Order Summary	Additions	Deductions	Total changes approved in previous months by Contractor			Total approved this Month			TOTALS			NET CHANGES			<p>Application is made for Payment, as shown below, in connection with the Contract. The Contract Schedule of Values, and Change Order Summary, is attached.</p> <p>The present status of the account for this Contract is as follows:</p> <p>ORIGINAL CONTRACT SUM \$ _____</p> <p>Net change by Change Orders \$ _____</p> <p>CONTRACT SUM TO DATE \$ _____</p> <p>TOTAL COMPLETED & STORED TO DATE \$ _____ (Column G in Schedule of Values)</p> <p>LESS: RETAINAGE <u>10%</u> of Completed Work \$ _____ (Column I in Schedule of Values)</p> <p>TOTAL EARNED LESS RETAINAGE \$ _____</p> <p>LESS PREVIOUS CERTIFICATES FOR PAYMENT ... \$ _____</p> <p>CURRENT PAYMENT DUE \$ _____</p> <p>BALANCE TO FINISH, (Including Retainage) \$ _____</p> <p>AMOUNT CERTIFIED (Attach explanation if amount certified differs from amount applied for) CUSTOMER By: _____</p> <p>This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Customer under this Contract.</p>	
Change Order Summary	Additions	Deductions															
Total changes approved in previous months by Contractor																	
Total approved this Month																	
TOTALS																	
NET CHANGES																	
<p>CUSTOMER'S CERTIFICATE FOR PAYMENT</p>																	
<p>In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Customer certifies that the work has progressed to the point indicated; that to the best of his knowledge information and belief, the quality of the work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.</p>																	

<p>CONTINUATION SHEET</p>								<p>APPLICATION NO : _____ APPLICATION DATE : _____ PERIOD TO : _____ PURCHASE ORDER NO : _____</p>
<p>SCHEDULE OF VALUES</p>								
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIAL STORED (NOT IN D or E)	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		(D + E + F)	(%)	
<p>TOTALS:</p>								

CONTINUATION SHEET - CHANGE ORDERS ADDITIONS

APPLICATION NO : _____
 APPLICATION DATE : _____
 PERIOD TO : _____
 PURCHASE ORDER NO : _____

SCHEDULE OF VALUES

A ITEM NO.	B CHANGE ORDER DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIAL STORED (NOT IN D or E)	G TOTAL COMPLETED & STORED TO DATE		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		(D + E + F)	(%)	
	ADDITIONS IN SCOPE OF WORK							
TOTALS:								

CONTINUATION SHEET - CHANGE ORDERS DEDUCTIONS

APPLICATION NO : _____
 APPLICATION DATE : _____
 PERIOD TO : _____
 PURCHASE ORDER NO : _____

SCHEDULE OF VALUES

A ITEM NO.	B CHANGE ORDER DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIAL STORED (NOT IN D or E)	G TOTAL COMPLETED & STORED TO DATE		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		(D + E + F)	(%)	
	DEDUCTIONS IN SCOPE OF WORK	USE NEGATIVE(-) VALUES TO INPUT IN CELLS						
TOTALS:								

APPENDIX B (continued)
PAYMENT APPLICATION AND INSTRUCTIONS

A. GENERAL

1. Submit Payment Application(s) each month for payment. The Payment Application form must include Ameresco's PO number.
2. Provide a Conditional Waiver and Release of Liens (in the form set forth in Appendix D hereto) with each application in the amount requested, less retainage, except for the final payment. Final payment Applications shall include Unconditional Waivers and Releases of Liens.
3. Provide Certified Payroll for **entire** pay period of invoice, to include "no work" payrolls.
4. Provide a separate final Application and Waiver for release of retainage.
5. Remit the Payment Applications directly to:

AMERESCO, INC.
Attention: Accounts Payable
AP@Ameresco.com

B. COMPLETING THE PAYMENT APPLICATION

After Subcontractor has completed the Schedule of Values, Continuation Sheet attached hereto, summary information should be transferred to the Payment Application form attached hereto. The Payment Application form must include Ameresco's PO number.

Subcontractor should sign and send the Payment Application together with the Schedule of Values, to Contractor's Accounts Payable Department at the address above.

Contractor's Project Manager will review the Payment Application and Schedule of Values and, if they are acceptable, complete the Payment Application. The Project Manager may certify a different amount than that applied for, pursuant to the Agreement. The Project Manager will then initial all figures on the Payment Application and Schedule of Values form that have been changed to conform to the amount certified and attach an explanation. The completed Payment Application and Schedule of Values form will be forwarded to Contractor's Accounts Payable group and if changes have been made to the Application submitted, one copy shall be returned to Subcontractor. Subcontractor must revise any subsequent Applications to reflect such changes.

C. COMPLETING THE SCHEDULE OF VALUES FORM

Heading: This information should be completed to be consistent with similar information on Payment Application form.

Columns A, B & C: These columns should be completed by identifying the various portions of the project and their scheduled value consistent with the Schedule of Values submitted to Contractor's Project Manager at the commencement of the project or as subsequently adjusted via approved Change Orders. The breakdown may be by sections of the Work or by Sub-subcontractors and will remain consistent throughout the project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the project.

Column D: Enter in this column the amount of completed Work covered by the previous application (columns D + E from the previous application). Values from **Column F** (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this Application, including the value of Materials incorporated into the project which were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both Materials newly stored for which payment is sought and Materials previously stored which are not yet incorporated into the project. Mere payment by Contractor for stored Materials does not result in a deduction from this column. Only as Materials are incorporated into the Work is their value deducted from this column and incorporated into column E (Work Completed-This Period).

APPENDIX B (continued)
PAYMENT APPLICATION AND INSTRUCTIONS

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contact amount.

Change Orders: Although Change Orders could be incorporated by changing the Schedule of Values each time a Change Order is added, this is not normally done. Usually, Change Orders are listed separately, either on their own Schedule of Values form or at the end of the basic schedule. The amount of the original Contract Price adjusted by Change Orders is to be entered in the appropriate location on the Payment Application.

D. PAYMENT

Contractor will make payment directly to Subcontractor based on the amount certified by Contractor's Project Manager on the Payment Application. The Payment Application must contain the name and address of Subcontractor. Payment will not be made to any other party unless specifically indicated on the Payment Application or in a tri-party or other such subcontract agreement.

E. EXECUTION OF THE DOCUMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e. president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

APPENDIX C INSURANCE REQUIREMENTS

1. Subcontractor shall ensure that, with respect to all persons performing Work or Services hereunder, Subcontractor maintains in effect at all times during the performance of such Work or Services coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the applicable Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or merely elective under applicable law. Subcontractor shall furnish to Ameresco assurance and evidence acceptable to Ameresco of such coverage or insurance including, without limitation, Certificates of Compliance issued by the applicable Department of Labor and Industries).
2. Prior to the commencement of any Work or Services hereunder, and as a condition precedent to payment Subcontractor shall secure such liability insurance as will protect Subcontractor, Ameresco and Portland Public Schools (Owner), and any other third parties as may be required (Ameresco and the Customer collectively, the "*Additional Insureds*") from and against any and all claims and liabilities arising out of bodily injury (including death), personal injury or property damage that may result from performance of the Work or Services, whether such performance is by Subcontractor or any of its subcontractors and sub consultants.
3. Without limiting the generality of the foregoing, Subcontractor and all sub subcontractors and sub consultants of all tiers shall maintain without interruption, as a minimum, the following insurance coverage's and limits in full force and effect at all times during the term of this Agreement and or until the end the end of the applicable warranty period or as specified herein. Ameresco shall not be responsible for any deductibles or self-insured retentions or for any tools and equipment owned, leased or used by Subcontractor in the performance of the Work or Services.
 - a. Commercial General Liability coverage including Premises/Operation Liability, Products/ Completed Operations Liability (to remain in force from the date of final completion of the Work or Services until the expiration of the statute of repose of the State in which the Project is located), Contractual Liability, Independent Contractors and Personal & Advertising Injury coverage, with no exclusion for explosion, collapse and underground property damage, in all cases where sub consultants are to perform any of the Work or Services to be done under this Agreement, and Broad Form Property Damage coverage): Bodily Injury (including death) - \$1,000,000 per occurrence; \$2,000,000 per project aggregate; products completed operations aggregate \$2,000,000. Such policy shall be written on ISO CG 00 01 12/07 or its equivalent and shall not contain exclusions for residential construction, mold and or fungi.
 - b. Comprehensive Automobile Liability coverage (including owned, hired, and non-owned vehicles): Bodily Injury (including death), Property Damage - \$1,000,000 Combined Single Limit per occurrence. If hauling hazardous waste and/or materials such policy shall include MCS 90 endorsements and CA 99 48. **If applicable** to the Work provide riggers liability insurance \$1,000,000 per occurrence, \$2,000,000 general aggregate as well as warehousemen's liability insurance \$1,000,000 per occurrence, \$2,000,000 general aggregate. In the event Subcontractor does not carry warehousemen's liability insurance, Subcontractor shall provide broad form coverage for the care, custody and control of Contractor's property via an endorsement to Subcontractor's property insurance policy. Subcontractor (i) acknowledges that it has no title to Contractor's equipment, (ii) waives any statutory or common law liens which it may have on the equipment, (iii) permits Contractor to UCC-1 filing it so chooses, (iv) represents that it will not grant or permit others to create a lien on Contractor's equipment and (v) represents it correct legal name and filing office for such filing.
 - c. Workers' Compensation – Statutory Limits including USL&H, marine employees and Jones Act endorsement as applicable to the Work and/or Services. A separate Defense Base Act policy will be required for work performed on a US military base.
 - d. Employers Liability - \$1,000,000 each accident; \$1,000,000 for disease, each employee and \$1,000,000 disease, policy limit. A separate Defense Base Act policy with limits of \$1,000,000 each accident, \$1,000,000 for disease, each employee and \$1,000,000 disease, policy limit will be required for work performed on a US military base.
 - e. Commercial Umbrella Liability Insurance with a limit of not less than \$5,000,000 per occurrence and in the aggregate. These limits shall apply in excess of the Commercial General Liability, Employer's Liability and Commercial Automobile Liability coverage's described above.
 - f. Contractor's Pollution Liability with a limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate. Coverage for bodily injury or property damage shall include but not limited to asbestos, lead, mold, fungus, EIFS, release, discharge or escape of any pollutants or hazardous materials including the cost of on-site and off-site cleanup; and

defense, including costs and expenses incurred in the investigation, defense or settlement of claims. Claims-made policies shall contain coverage for completed operations for a period of three (3) years following completion of the Work and/or Services (or the statute of repose in the State in which the project is located whichever is greater) and include a retroactive date which is no later than the effective date of this Agreement.

- g. Professional Liability Insurance - \$1,000,000 per claim; \$2,000,000 aggregate, as will protect Subcontractor from claims which may arise out of or result from Subcontractor's professional services under this Agreement or by a subcontractor or sub consultant of Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts Subcontractor may be liable and include a retroactive date which is no later than the effective date of this Agreement, and be renewed or have an extended reporting period totaling at least three (3) years (or the statute of repose in the State in which the project is located whichever is greater) which requirement may be met by providing renewal certificates of insurance to Ameresco.
- h. Cyber Liability Insurance - \$5,000,000 per claim; \$5,000,000 aggregate, coverage shall include but not limited to computer or network system attacks, denial or loss of service, introductions, implantation, or spread of malicious software code, theft, loss or misuse of data, release of private information and responsibility for costs, fines and penalties incurred by Ameresco, unauthorized access and use of computer systems, privacy liability, breach response coverage.
- i. Crime Insurance - \$5,000,000 coverage shall include but not limited to theft or loss of money, securities or other property, dishonest or fraudulent acts committed by employees. Ameresco shall be named as a loss payee as its interest may appear.
- j. Aircraft liability, to the extent exposure exists, covering any owned, non-owned or hired aircraft used in the operation of the Project with a limit of not less than \$10,000,000 per occurrence and in the annual aggregate.

4. All such insurance shall;

- a. Be placed with such insurers and under such forms of policies as may be acceptable to Ameresco.
- b. With the exception of Workers' Compensation, Employer's Liability and Professional Liability be endorsed to name the Additional Insureds as additional insured's, and to allow severability of interests and rights of cross-claim and shall not contain any commutation clause or any other provision that limits third party action over claims. The general liability additional insured endorsement shall be provided by CG 2010 10 01 and CG 2037 10 01, or equivalent.
- c. Be primary insurance with respect to the interest of the Additional Insureds and any insurance or self-insurance maintained by the Additional Insured's is excess and not contributory insurance with the insurance required hereunder.
- d. With the exception of workers' compensation insurance and employers' liability insurance, apply severally and not collectively to each insured against whom claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy.
- e. Provide that the policies will not be canceled or their limits or coverage reduced or restricted without giving at least thirty (30) days prior written notice to Ameresco, Inc., 111 Speen Street, Suite 410, Framingham, MA 01701, Attention: Contract Administrator.
- f. Include a waiver of the insurer's right of subrogation in favor of the Additional Insured's. To the extent permitted law, Subcontractor hereby waives all rights of subrogation against the Additional Insured's.

5. Subcontractor shall notify Ameresco of any erosion of aggregate limits under any of the insurance policies required hereunder and, if requested, purchase additional limits of coverage as may be deemed appropriate by Ameresco.

6. Subcontractor shall furnish Ameresco with evidence of insurance required by this Agreement as Ameresco may from time to time request. Insurance certificates (and/or copies of policies if requested), shall be furnished to Ameresco prior to Subcontractor commencing any Work or Services under this Agreement, and thereafter, thirty (30) days prior to the expiration date of each such policy. Failure of Ameresco to demand such certificate or other evidence of full compliance or failure of Ameresco to identify deficiencies from such certificates or evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

7. The insurance requirements under this Agreement and Ameresco's acceptance of the insurers maintained by Subcontractor and its sub consultants are not intended to and shall not in any manner limit or qualify the liabilities, defense and indemnity obligations assumed by Subcontractor under this Agreement.
8. In the event Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, Ameresco may purchase such coverage and charge the expense thereof to Subcontractor, or terminate this Agreement.
9. All policies of insurance must be written on an occurrence basis, except for workers' compensation, employer's liability and professional liability insurance, and must be issued by companies licensed and admitted, or authorized to do business, in the state or jurisdiction where the Work or Services are to be performed, having a rating of at least "A" (Excellent) and a financial rating of "X" as rated by the most recent A.M. Best's Insurance Rating Guide.
10. In the event Subcontractor has in force any insurance with coverage's broader and/or limits higher than the minimum coverage amounts specified in herein, (a) such broader coverage's and higher limits shall insure and be available to all Additional Insureds and (b) this Agreement shall be deemed to require such broader coverage's and higher limits.

APPENDIX D
WAIVERS & RELEASES OF LIENS
(Conditional and Unconditional)

The following form shall be submitted with each Subcontractor Application for Payment or invoice submitted, excluding Final Payment. Payment of these progress billings will not be issued without receipt of the completed form. At Final Payment, the Unconditional Waiver and Release Upon Final Payment for Subcontractor and all lower tier sub-subcontractors, must be provided. Final Payment will not be issued without receipt of the completed forms.

**CONDITIONAL WAIVER
AND
RELEASE OF LIENS UPON PAYMENT**

In consideration of the payment by AMERESCO, INC. ("AMERESCO") in the sum of \$ _____ dollars payable to _____, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto any mechanic's lien, stop notice or bond right the undersigned has on the job of:

PO No.: _____

Project No.: _____ 1005851.001 _____

Project Name: _____ Portland Public Schools Ph. 12 _____

Location (State): _____ Oregon _____

to the following extent:

This release covers payment for labor, services, equipment or Materials furnished to AMERESCO through the date of signature below only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon Work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment or breach of the contract, or the right of the undersigned to recover compensation for the furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the payment.

CLAIMANT

By: _____

Name: _____

Title: _____

Date: _____

NOTE: This release only becomes effective when the check, properly endorsed, has cleared the bank.

STATE OF: _____

COUNTY OF: _____

The individual who has before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says he/she is authorized to execute the foregoing on behalf of said firm and that the statements contained therein are true and correct.

NOTARY PUBLIC: _____

My Commission Expires: _____

APPENDIX D (Continued)
Part II – UNCONDITIONAL WAIVER AND RELEASE

To expedite payments of the retainage, please find below a form entitled "Unconditional Waiver and Release Upon Final Payment". When the Work has been completed and accepted by Owner and Contractor in accordance with the requirements of this Agreement, Subcontractor is required to fill out the form below. Be sure that the sum reflects the Total Price with all amendments, Change Orders, etc. Attach this form to the Application for release of retainage and send the whole package to Contractor for payment. This procedure will expedite the processing of any monies due to you for all work satisfactorily performed. Failure to submit the "Unconditional Waiver and Release Upon Final Payment" from Subcontractor and all lower tier sub-subcontractors will result in the withholding of your payment.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

PO No.: _____

Project No.: 1005851.001

Upon receipt by the undersigned of a check from AMERESCO, INC. in the sum of \$ _____ payable to Subcontractor and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right(s) or any other encumbrances, security interests and attachments whatsoever the undersigned has or may have on the Work, Materials and equipment associated with and installed in accordance with the Agreement between Subcontractor and Contractor.

This release covers a final payment to the undersigned for labor, services, equipment or Materials and the Work furnished to AMERESCO, INC. Including any and all project retainage.

The undersigned certifies that all labor, services, Materials and Work furnished, and all applicable state and federal payroll insurance taxes payable by or through the undersigned in connection with the performance of the undersigned's Agreement have been paid in full, and the undersigned agrees to defend, indemnify and hold AMERESCO, INC. harmless from and against any cost, liability or expense, including without limitation attorney's fees, in connection with the same. The undersigned acknowledges any continuing applicability of the Agreement according to its terms, including without limitation, all warranty provisions contained therein.

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

(Claimant) _____

BY _____

TITLE _____

ADDRESS _____

DATE: _____

STATE OF: _____

COUNTY OF: _____

The individual who has before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says he/she is authorized to execute the foregoing on behalf of said firm and that the statements contained therein are true and correct.

NOTARY PUBLIC: _____

My Commission Expires: _____

APPENDIX D (continued)

Part III – Affidavit of Lower Tier Sub-subcontractors

Please submit this Affidavit and Statement of Lower Tier Sub-subcontractors and Suppliers listing your major suppliers as well as any sub-subcontractors who will be performing portions of your Work. A Release of Liens from these suppliers and sub-subcontractors will be required with your Application for Final Payment. It will also be necessary to have Certificates of Insurance for the sub-subcontractors who will be working for you.

**SUB-SUBCONTRACTOR AFFIDAVIT AND STATEMENT OF LOWER
TIER SUB-SUBCONTRACTORS AND SUPPLIERS**

STATE OF _____ COUNTY OF _____

AFFIANT, (Insert Name) of _____ being first duly sworn upon oath deposes and says that he is the best informed agent of the Subcontractor for all of the Work relative to Contract No. _____ under the Contract with AMERESCO, INC.

AFFIANT further says that the following are the names of all parties from whom the Materials and labor, including equipment, power and fuel, will be purchased to fully complete the Work.

NAME AND ADDRESS	KIND: MATERIAL OR SUBCONTRACT	APPROXIMATE \$ AMOUNT
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Attach additional sheets if necessary.

This Affidavit and Statement and representations herein made are made as statements of fact and not as opinions.

Claimant

BY _____
TITLE _____
ADDRESS _____
DATE: _____

Subscribed and sworn to before me this ____ day of ____ 202__

NOTARY PUBLIC: _____

My Commission expires: _____

NOTICE: This Affidavit must be signed by a corporate officer if incorporated or by a Contractor or partner if not incorporated.

APPENDIX F
DIAGRAMS/DRAWINGS/SKETCHES

APPENDIX G SCHEDULE AND LIQUIDATED DAMAGES

The following schedule is based on the execution date of this Agreement.

- Subcontractor shall submit a Schedule of Values to Contractor (within two (2) weeks of the date of execution hereof).
- Subcontractor shall submit, Insurance Certificates and Performance and Payment Bonds to Contractor in accordance with the provisions of the Agreement. Notice to Proceed shall not be effective until said Insurance Certificate and Payment and Performance Bonds are provided.
- Subcontractor shall mobilize and start work upon receipt of written Notice to Proceed from Contractor.
- Subcontractor's Scope of Work shall be Substantially Complete by August 31, 2026.
- Subcontractor shall Complete all punchlist items within two (2) weeks of the date of Substantial Completion.

Subcontractor shall be liable for and shall pay to Contractor, delay liquidated damages ("Liquidated Damages") in the amount of One Hundred Dollars (\$100.00) per day (or any part thereof) that the Work under this Agreement which incorporates the Contract Documents, is not "Substantially Complete" (as such term is defined below) on August 31, 2026 (the "Guaranteed Substantial Completion Date"). In the event that any circumstances or condition that are not the fault of or which could not reasonably have been foreseen or planned for, or in the event Contractor materially delays the performance of the Subcontractor's Work, the Guaranteed Substantial Completion Dates shall be adjusted accordingly. The Work under this Agreement which incorporates the Contract Documents, shall be considered to be "Substantially Complete" when all "Work" as detailed in the Contract Documents (Appendix A, Section I), excluding minor punchlist items which shall mean only those minor incomplete items which do not adversely affect the performance or the safe, normal, dry condition and continuous operation of Portland Public Schools on or before August 31, 2026, such that Owner and Contractor accepts the Work as Substantially Complete.

**APPENDIX H
NOTICE TO PROCEED**

DATE:

Empower Digital Solutions, Inc.
7700 SW Hyland Way
Portland, OR 97008

In accordance with the Construction Agreement, dated **February 7, 2025**, made by and between Ameresco ("Contractor") and Empower Digital Solutions, Inc. ("Subcontractor"), Subcontractor is hereby authorized to proceed with the installation of the Work as authorized in the Construction Agreement at the Portland Public Schools facility's located in Oregon.

Subcontractor shall perform for Contractor the Work as described in the Scope of Work. Subcontractor shall perform the Work in accordance with all of the provisions of the Construction Agreement.

Released By:

Goran Matesic
Senior VP Construction Services