

SUBCONTRACT

PO No.

Effective Date: 4/18/2025

CONTRACTOR

SUBCONTRACTOR

Name JOHNSON CONTROLS, INC. ("Buyer", "Contractor", the "Company", or "JCI")	Name ("Seller", "Subcontractor", or "Supplier")
Physical Address	Physical Address
City, State/Province, Postal Code, Country	City, State/Province, Postal Code, Country

Project Name	JCI Contract No.	Project Complete Address
Subcontract Price: US\$ Retainage/Hold-Back: %		Description
Project Start Date:		Project Completion Date (if left blank, see SOW):

WORK TO BE PERFORMED: Subcontractor agrees to furnish all labor, materials, equipment, tools, incidentals, supervision of Subcontractor's personnel in connection therewith, and other items pursuant to the terms and conditions of this Subcontract and as set forth in an associated Statement of Work, SOW, Scope of Work, Purchase Order, Change Order, or other ordering document (individually and collectively an "Order") issued by Contractor (hereinafter the "Work"). Contractor reserves its right to control and supervise the Project (described above) overall; provided, that, any control and/or supervision over Subcontractor's Work shall only be performed to the extent Contractor is required to do so by law. The "Contract Documents" applicable to the Work to be performed by Subcontractor consist of (1) this Subcontract including the Subcontract Terms and Conditions (US), (2) all higher tier contracts (including but not limited to the Contract between the Owner and General Contractor the "Prime Contract"), (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, and (4) all general, supplementary, and other conditions together with the drawings, specifications, and all addenda. Notwithstanding the foregoing, if any terms and conditions contained in an Order including the [Global Terms of Purchase](#) conflict with any terms and conditions contained in this Subcontract, the order of precedence is: (a) any amendment to this Subcontract or Statement of Work signed by both parties, (b) the Subcontract, and (c) the applicable Order terms. The Prime Contract provides for the furnishing of labor, materials, equipment, and services in connection with the Work. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

SUBCONTRACT PRICE: The Subcontract Price set forth in the Order includes all local, state and federal taxes that may be due or charged by reason of performance of this Subcontract including, but not limited to, licenses, royalty payments, duties, tariffs, fees, costs, overhead, profit, labor, materials, insurance, payment and performance bonds (as required by and noted herein by the Contractor and includes any and all costs and expenses incurred in connection with the completion of the Work. For certainty, Subcontractor shall be responsible for new or changes in taxes, duties, or tariffs, imposed by any governmental body or agency required for the completion of the Work that take effect during this Subcontract (unless the Prime Contract provides relief and Owner does, in fact, issue relief to Contractor as related to the Work). No additional amounts shall be paid to Subcontractor other than the Subcontract Price agreed to in the Order, unless a written Change Order executed by an authorized representative of Contractor has been issued.

COMPLETION DATE: Subcontractor agrees to complete all Work by the date set forth in the Order (the "Completion Date"). Subcontractor acknowledges and agrees that the Completion Date is set to permit Contractor to complete its scope of work by the Project completion date set forth in the Contract Documents.

SUBCONTRACT: The "Agreement" between the parties consists of (a) this Subcontract; (b) the Contract Documents; and (c) all applicable Attachments and Orders. The foregoing documents (and any amendments or modifications thereto) constitute the entire and integrated understanding and agreement between the Contractor and Subcontractor with respect to the subject matter hereof, and supersedes all prior understandings, representations, communications, and agreements, whether written or verbal. In the event of any conflict between any Attachment and this Subcontract, this Subcontract will control except to the extent that any of the Attachments contain terms more favorable to Contractor. The terms and conditions of this Subcontract take precedence over the terms and conditions of any other agreement between Contractor and Subcontractor, as it relates to the Work.

BONDS: When required by Contractor, Subcontractor shall provide performance and payment bonds in the dollar amounts specified by Contractor, with sureties rated no less than an Excellent (A, A-) rating by A.M. Best Company or otherwise acceptable to Contractor, dated as of the date of the Order. Subcontractor shall not be entitled to any payment until such Bond(s) have been provided and the cost of such Bond(s) shall be included in the Subcontract Price. No additional cost for Bond(s) will be considered by the Contractor.

SCOPE OF WORK: "Scope of Work", "Statement of Work", or "SOW" shall mean the following description of the Work and all schedules checked below or otherwise attached to this Subcontract.

- ☐ SCHEDULE 1: Project Schedule, Timeline, Work Sequence, Deliverables, & Milestone Payments
- ☐ SCHEDULE 2: Contractor's Customer Requirements
- ☐ SCHEDULE 3: Building Automation System/Control System General Requirements
- ☐ SCHEDULE 4: Fire Alarm System General Requirements
- ☐ SCHEDULE 5: Access Control System General Requirements
- ☐ SCHEDULE 6: Video Management System General Requirements
- ☐ SCHEDULE 7: Sprinkler/Fire Suppression System General Requirements
- ☐ SCHEDULE 8: Crane Operators and Rentals
- ☐ SCHEDULE 9: Guard Services
- ☐ SCHEDULE 10: Other: _____

ATTACHMENTS TO THIS SUBCONTRACT INCLUDE ALL OF THE FOLLOWING, UNLESS EXPRESSLY EXCLUDED:

Attachment 1 - Application and Certificate for Payment	Attachment 7 - Certificate of Completion and Request for Final Payment
Attachment 2 - Partial Waiver of Claims and Liens	Attachment 8 - Final Waiver and Release of Liens
Attachment 3 - List of Subcontractors and Material Suppliers	Attachment 9 - Subcontractor Safety Specifications
Attachment 4 - Request for Information	Attachment 10 - Background Checks and Substance Testing
Attachment 5 - Subcontract Request for Change Order	Attachment 11 - US Federal Acquisition Regulation Flow Down Clauses
Attachment 6 - Subcontract Change Order	

SUBCONTRACTORS SHALL FURNISH ALL THE ITEMS CHECKED BELOW UPON EXECUTION OF THIS SUBCONTRACT, ALL OF WHICH FORM A PART OF THE AGREEMENT:

<input checked="" type="checkbox"/> Certificate of Insurance <input checked="" type="checkbox"/> Subcontractor License Number <input checked="" type="checkbox"/> NAICS – SIC Code <input checked="" type="checkbox"/> Prevailing Wage Compliance <input checked="" type="checkbox"/> Certified Payroll	<input checked="" type="checkbox"/> Tax ID Number <input checked="" type="checkbox"/> Business License Number <input checked="" type="checkbox"/> Alternative Method of Scheduling (Description) <input checked="" type="checkbox"/> Payment & Performance Bond <input checked="" type="checkbox"/> OCIP/CCIP
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The Work performed under this Subcontract is governed by the terms of this SUBCONTRACT including the SUBCONTRACT TERMS AND CONDITIONS and the Global Terms and Conditions of Purchase available at: <https://www.johnsoncontrols.com/betandc>

SUBCONTRACTOR

Name (typed)	Title
Signature	Date

CONTRACTOR

Name (typed)	Title
Signature	Date

For Office Use Only:

JCI Contract No. Click here to enter text.	Vendor No. Click here to enter text.	Retention % Select	Cost Code Click here to enter text.	Subcontract Price Click here to enter text.
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1. CONTRACT DOCUMENTS/WORK

1.1 Quality of Work

Subcontractor shall perform the Work in strict compliance with this Subcontract, the Contract Documents, the completion schedule for the Project as issued by Contractor's Customer from time to time (the "Project Schedule"), and all applicable laws. Subcontractor agrees that the quality of the Work to be performed under this Subcontract shall be of the same quality required by the Contract Documents, or if none is specified then with due care and diligence. Subcontractor also agrees to perform the Work with the same degree of skill and to assume the same risks, duties and obligations as Contractor is obligated to assume pursuant to the Contract Documents. Subcontractor agrees to perform all Work, and furnish and supply all equipment, supplies, materials, labor and services which may be required or reasonably implied from the Contract Documents for the complete performance of the Work.

Subcontractor shall commence Work upon receipt of a notice to proceed issued by Contractor. Prior to commencement of the Work, Subcontractor shall meet with Contractor to review the construction schedule, payment procedures and all other areas of Subcontractor's performance under this Subcontract. Subcontractor shall additionally participate in any such meeting required by the Contract Documents.

1.2 Examination of Contract Documents and Site

Subcontractor represents that it has had full opportunity to review and has carefully examined all of the Contract Documents, the Project and site. Subcontractor warrants that it has satisfied itself as to the character, quality and quantity of Work to be performed, the conditions that will be encountered at the site or otherwise affect the cost or difficulty of performing the Work, the materials and equipment and other items to be furnished, and all other requirements of the Contract Documents and this Subcontract.

1.3 Intent of Subcontract and Contract Documents

The intent of the Subcontract is for Subcontractor to furnish all permit, fees, labor, materials, equipment, tools, plans, water, light, power and other items necessary for complete and finished Work. This Subcontract and the Contract Documents shall be construed as a whole. They are intended to supplement and complement each other, and shall, where possible, be so interpreted, and what is called for by one shall be as binding as if called for by all. Subcontractor agrees to assume towards Contractor, in connection with the Work required by this Subcontract, all of the duties, obligations, redress, and responsibilities which Contractor agreed to undertake towards Contractor's Customer pursuant to the Contract Documents including but not limited to liquidated damages, scheduling, builder's risk insurance, general liability insurance, warranties, force majeure, clean-up, termination for default, termination for convenience, and indemnity.

The titling and division of Drawings and Specifications by trades or other classifications is for convenience only and the fact that any part of the Work should or could probably have been shown or specified under some other title or division shall not relieve the Subcontractor of performing or furnishing the required Work, nor entitle Subcontractor to extra compensation. "Specifications" means the written presentation of the Project requirements for materials, systems, equipment, standards, workmanship levels, service details, and the integration of all aspects of the Project. "Drawings" means all graphic or pictorial presentations of the designer that shows the design, dimensions, plans, elevations, layouts, diagrams, schematics, schedules, and views of the Project.

1.4 Conflicts in or Omission from Subcontract or Contract Documents

SUBCONTRACT TERMS AND CONDITIONS (US)

If Subcontractor believes that there is or may be any omission from the Contract Documents, or any conflict between this Subcontract and the Contract Documents, or if Subcontractor has any doubt as to the meaning thereof, Subcontractor shall immediately submit the matter to Contractor in accordance with the Request for Information set forth as Attachment 4. Any Work performed before Contractor responds to the Request for Information shall be at Subcontractor's sole risk and expense. Upon receipt of Subcontractor's Request for Information, Contractor will issue, within a reasonable time, a written response or appropriate Change Order pursuant to the Changes Section of this Subcontract.

Notwithstanding the provisions of this section, there shall be neither an increase in the Subcontract Price, nor an extension of the Completion Date on account of any misdescription in or omission from this Subcontract or the Contract Documents of details of the Work which are reasonably inferable or necessary to carry out the intent of the Contract Documents or which are customarily performed or furnished by contractors performing work similar to the Work described in the Subcontract for a complete finished job. Such misdescribed or omitted details shall be performed or furnished by Subcontractor at no cost to Contractor as if fully and clearly set forth in the documents.

If any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Documents, the provision granting greater rights or remedies to Contractor, or imposing the greater duty, standard, responsibility or obligation on the Subcontractor shall govern. In the event of a direct conflict between or among any of the Contract Documents, the order of precedence to resolve the conflict shall be as follows: first, the contract between the Contractor and its customer; second, the Project Specifications and any addenda thereto; third, the Project Drawings and any revisions thereto; and fourth, this Subcontract shall control.

1.5 Temporary Facilities

Unless otherwise specified or agreed, Subcontractor shall provide all temporary sheds, offices and utilities in order to complete the Work. Subcontractor shall arrange for temporary utility connections including by not limited to water, electricity, telephone, gas, compressed air, steam, heat and other similar services. All temporary services shall be secured and Subcontractor shall pay for the use or consumption of such services and facilities. Upon completion of the Work all temporary construction, signs and facilities shall be removed by Subcontractor at its expense.

1.6 Material and Workmanship

Unless otherwise specifically provided in this Subcontract, all material to be incorporated in the Work shall be new, of the most suitable grade for the purpose intended and in compliance with the terms and conditions of the Contract Documents. All Work shall be performed in a skillful and workmanlike manner, and in accordance with the Contract Documents. Contractor may, in writing, require Subcontractor to remove from the Project any employee of Subcontractor who Contractor deems incompetent, careless, or otherwise objectionable.

1.7 Conduct of Supplier Personnel

Whenever present at the worksite, (a) the Subcontractor shall comply and shall cause its personnel to comply with any and all applicable health, safety and environmental laws and regulations, all worksite policies and procedures, and all reasonable instructions or directions issued by Contractor, and otherwise conduct themselves in a businesslike manner; and (b) Subcontractor personnel shall at all times carry photo identification and shall dress in a manner appropriate in light of their job function and the environment in which they work. On all worksites, Subcontractor's

personnel must wear hard hats, work boots, and any other safety gear that is required by any and all applicable health, safety and environmental laws and regulations and/or worksite policies and procedures. No signs for Subcontractor shall be displayed on the worksite without Contractor's prior written consent. If Contractor requires removal pursuant to Section 1.6, Subcontractor shall promptly cause such person(s) to be removed and replaced at no cost to Contractor; notwithstanding the foregoing, Subcontractor shall retain the sole right to hire and fire its personnel, and shall be solely responsible for oversight of its personnel.

1.8 Compliance with Applicable Laws

Subcontractor shall comply with all applicable federal, state and local laws, ordinances and codes and all lawful orders, rules and regulations thereunder. Subcontractor shall, without additional expense to Contractor, obtain all licenses and permits required for the prosecution of the Work. Contractor makes no express or implied representations concerning the applicability of any prevailing wage requirements to the Work to be performed under this Subcontract, and Subcontractor shall be liable to Contractor for any prevailing wage assessments against Contractor in connection with Subcontractor's Work unless specifically waived in writing by Contractor. For certainty, if any Contract Documents specify, assume, or require prevailing wage and apprenticeship compliance, domestic content, and/or recordkeeping and information disclosure with respect to tax incentives, rebates, or other incentives pursued by Owner or Contractor, Subcontractor shall comply with all necessary regulatory requirements as to the Work, for the Subcontract Price. Subcontractor's recordkeeping and compliance obligations, and liability for penalties or damages resulting from regulatory noncompliance, shall survive termination of this Subcontract.

1.9 Warranty

Subcontractor warrants that all material furnished and all Work performed will be free from defects in material and workmanship for a period of one (1) year (or such longer period as may be specified elsewhere in the Contract Documents including any higher-tier contract) after final acceptance of the Work by the Owner of the completed Project. Subcontractor shall, at no cost to Contractor, promptly and satisfactorily replace any material and correct any workmanship found to be defective or otherwise not in conformity with the Subcontract requirements and remedy any damage to other parts of the work resulting therefrom. Subcontractor shall also assume any additional warranty responsibilities required by the Contract Documents.

2. SCHEDULE AND COMPLETION

2.1 Construction Schedule

Time is the essence of this Subcontract. The Subcontractor shall furnish a schedule in accordance with the Project Schedule and the Completion Date to Contractor for Contractor's approval. If no Completion Date is otherwise specified in this Subcontract, the Subcontractor shall complete the Work as required by the Project Schedule or otherwise in accordance with the Contract Documents. Contractor shall have the right to require that the Work be performed consistently with the progress of the work of the Contractor and of other contractors or subcontractors at the construction site. The method of Subcontractor's scheduling of the Work shall be performed by Subcontractor in accordance with the method identified in the Contract Documents. If no method is described in the Contract Documents, and Contractor does not direct otherwise, any generally accepted method of critical path scheduling shall be acceptable.

SUBCONTRACT TERMS AND CONDITIONS (US)

Prior to commencing Work, the Subcontractor shall deliver to Contractor (1) certificates of insurance; (2) required Bonds; (3) Subcontractor's Schedule; and (4) a list of conflicts or omissions, if any, (pursuant to Section 1.4). Upon receipt of such documents, Contractor will issue a notice to proceed. Issuance of the notice to proceed prior to receipt of the referenced documents shall not be considered a waiver by Contractor of the requirements of this section.

2.2 Inspection

All material and workmanship shall be subject to inspection and test by Contractor at all reasonable times and places. If the Work is found to be defective or nonconforming in any material respect due to the fault of Subcontractor, Subcontractor shall bear the cost and expense of examination, inspection and satisfactory correction and reconstruction of the non-conforming Work.

2.3 Sequence and Timing of the Work

Contractor has the right but not the duty to determine the sequence and timing of the Work. If Contractor exercises its right, then Contractor may reasonably direct the sequence and timing of the Work as required by the Contract Documents. If Contractor exercises its right under this section, then Contractor may authorize an extension in the Completion Date of this Subcontract or issue a Change Order in accordance with this Subcontract.

3. PAYMENT

3.1 Progress Payments

The Subcontract Price stated in this Subcontract shall represent Subcontractor's full compensation for performing all the Work required by this Subcontract, subject to adjustments as otherwise provided in this Subcontract.

Contractor shall make periodic progress payments to the Subcontractor in accordance with the same terms and conditions, including retainage, as provided in the Contract Documents. Payments shall be payable to Subcontractor by the Contractor only if and to the extent Contractor has received payment therefore or within such shorter period specified by applicable law, statute, or regulation. Payment shall be made by Contractor to Subcontractor as soon as practical after receipt by Contractor of payment allocable to the Subcontract Price. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Contractor or Contractor's Customer of any portion of Subcontractor's Work.

Before the Subcontractor submits its first Application for Payment, the Subcontractor shall submit to Contractor a Certified List of Subcontractors in the form attached as Attachment 3 and a Schedule of Values. After submission of the Certified List of Subcontractors, and the Schedule of Values, Contractor shall review, and, if acceptable to Contractor, approve the completed Attachments.

Subcontractor shall submit to Contractor an Application for Payment in accordance with Attachment 1, in sufficient time for Contractor to review and approve the Application and include the Application in Contractor's application for payment. Subcontractor's Application for Payment shall include: (1) the approved Certified List of Subcontractors; (2) the approved Schedule of Values completed in accordance with the actual completion of the Work as of the date of the Application, or through the end of the month as required by Contractor; (3) a fully executed Waiver of Liens and Claims in the form set forth as Attachment 2, and (4) fully executed Sub-

Subcontractors' Waiver of Liens and Claims in the form set forth as Attachment 2.

Upon receipt of Subcontractor's complete Application for Payment, Contractor shall have fourteen (14) days to: (1) accept the Application for Payment, (2) accept in part or reject in part the Application for Payment, or (3) reject the Application for Payment and request re-submission. If the Application for Payment is rejected in any part, Contractor shall state its reasons for the rejection. Subcontractor may re-submit its Application for Payment or part thereof to correct the reason for rejection. Any resubmission shall be completed in sufficient time for Contractor to include the Subcontractor's Application for Payment in Contractor's application for payment. Acceptance by Contractor of the Application for Payment in whole or part shall not be construed in any manner as acceptance of the Work completed by Subcontractor as in conformity with the Contract Documents.

3.2 **Final Payment**

In addition to meeting the requirements set forth in Section 3.1, as part of the Application for Final Payment, and in order to complete the Work by the Completion Date, the Subcontractor shall comply with all of the Contract Documents' requirements for Project closeout, including but not limited to, completion of final punch list items, warranty commencement, obtaining any applicable certificates of occupancy, and furnishing any documents, certificates, or approvals by jurisdictions having authority over the Project.

Upon receipt of Subcontractor's Application for Final Payment, Contractor shall have a reasonable time to: (1) accept the Application for Final Payment, (2) accept in part or reject in part the Application for Final Payment, or (3) reject the Application for Final Payment and request re-submission. If the Application for Final Payment is rejected in any part, Contractor shall state its reasons for the rejection. Subcontractor may re-submit its Application for Final Payment. Acceptance by Contractor of the Application for Final Payment in whole or part shall not be construed in any manner as acceptance of the Work completed by Subcontractor as in conformity with the Contract Documents. As a condition of receipt of Final Payment, Contractor, or the Owner, may require the Subcontractor to provide a Final Waiver and Release of Liens in substantially the form shown in Attachment 8.

Contractor shall make the Final Payment to the Subcontractor if and only if Contractor has received final payment from Contractor's Customer or within such shorter period required by applicable law, statute, or regulation. Contractor shall have the right to withhold from any Payments and to recover any and all amounts necessary to cover costs that may be incurred by Contractor as a result of Subcontractor's unsatisfactory job progress, including costs associated with supplementation of Work; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that such claims may be filed; failure of Subcontractor to make timely payments for labor, equipment and materials; reasonable evidence that the Subcontract cannot be completed for the unpaid balance of the Subcontract Price; and retainage

3.3 **Stored Materials**

If the Contract Documents authorize the payment for Subcontractor furnished materials stored either on-site or off-site, Subcontractor may include the value of its supplied and stored materials in its Application for Payment. Subcontractor must also submit to Contractor sufficient documentation to value properly the stored materials. Additionally, Subcontractor shall submit for Contractor's approval, evidence of insurance sufficient to cover the stored materials in case of any loss. Any cost of insurance shall be borne by Subcontractor. Any cost associated with the

SUBCONTRACT TERMS AND CONDITIONS (US)

transportation of the stored materials to the site shall be included in the Subcontract Price. Warranties for Subcontractor furnished and stored materials shall not commence until final completion of the Project or such other time as agreed in writing by Contractor.

4. CHANGE ORDERS

4.1 Changes

Contractor may at any time, by written orders in the form of Attachment 7, and without notice to the sureties, modify, change, omit or add to the Work to be performed pursuant to this Subcontract (a "Change Order"). If any such Change Order affects the cost of, or the time required for, performance of this Subcontract, an equitable adjustment in the Subcontract Price or the Completion Date shall be made. Where necessary to prevent undue delay, Contractor may issue a Change Order before agreement as to an equitable adjustment has been reached. In such event, Subcontractor shall immediately proceed in accordance therewith notwithstanding any delay in reaching agreement. Neither the issuance, nor performance of such a Change Order shall prejudice the rights of either party as to the adjustments, if any, either may be entitled to on account of such a Change Order.

Subcontractor within three (3) days after the Subcontractor knows or reasonably should know that work will be required outside the Scope of Work, must submit a Request for Change Order in accordance with Attachment 6. Unless a request for Change Order is submitted within the time specified in this section, Subcontractor is not entitled to any extra compensation and Subcontractor acknowledges its failure to submit such request constitutes such a waiver.

Contractor has the right but not the duty to order minor changes in the Work that neither impact the Subcontract Price, nor the Completion Date. Contractor shall order minor changes in the Work by issuance of a Change Order in accordance with Attachment 6.

Any Change Order issued pursuant to this section shall not in any way nullify the terms and conditions of this Subcontract.

4.2 Extra Compensation

No claim by Subcontractor for any extra compensation in connection with this Subcontract shall be enforceable against Contractor unless Subcontractor's claim is based upon a written Change Order issued by Contractor pursuant to the Changes section of this Subcontract. Notwithstanding any provision in this Subcontract or the Contract Documents to the contrary, Subcontractor agrees it shall not be entitled to any price adjustment, cost reimbursement, compensation or damages for any delay, interference, force majeure, change in law, or other event, except and as an absolute condition precedent to Subcontractor's right of recovery, Contractor has actually received corresponding price adjustment, cost reimbursement, compensation or damages from Contractor's Customer then only to the limited extent of the amount, if any, which Contractor on behalf of Subcontractor actually receives from Contractor's Customer on account of such delay, interference, a force majeure, change in law, or other event. Furthermore, Contractor will pay for extra work arising from changes upon the same terms and conditions as set forth in the Contract Documents, but only to the extent that Contractor is actually paid for the extra work.

To the extent the previous paragraph may not apply, claims by Subcontractor shall be based upon itemized costs including but not limited to labor including burden, copies of invoices, overhead, and profit.

Subcontractor's claims shall be fully supported by original documentation submitted with such claims. Such claims shall be limited to actual costs incurred by Subcontractor related to the specific claim for labor and material, 0% overhead and 0% profit. No total cost, modified total cost, or other methods of calculating quantum that do not segregate the costs specifically associated with each claim shall be permitted. Contractor's obligation to compensate Subcontractor for overtime work directed by Contractor and not caused by Subcontractor (due to its default of Subcontractor or Subcontractor's failure to maintain adequate progress of the Work) shall be limited to the premium time portion of overtime wages. Contractor's obligation to pay extra compensation under this paragraph shall arise if and only if Subcontractor fully performs all of its obligations under this Subcontract, including but not limited to compliance with this paragraph.

All claims for extra compensation must be submitted to Contractor by Subcontractor within (a) thirty (30) days following substantial completion of the changed Work or (b) at the time of Subcontractor's Application for Final Payment, whichever occurs first. The exact amount of the claim shall be stated and may not be subsequently increased. Such claims shall also be accompanied by a written certification indicating that such claims comply with this section; the information contained in such claims is accurate, complete and current as of the date of submission of the claim; and additional information relevant to the claim will be provided to Contractor as soon as such information becomes available. Any claim for extra compensation not made in accordance with these requirements will be deemed waived by Subcontractor.

4.3 Damages

Contractor shall recover all damages, costs and expenses, including compensation for direct and overhead costs, resulting from any breach of this Subcontract by Subcontractor.

To the extent that Contractor has been backcharged or otherwise has paid damages to the Contractor's Customer, higher-tier contractor, or the owner, including payment of liquidated damages, as a result of alleged defaults or nonperformance by Subcontractor, such backcharges shall be presumed to be valid unless Subcontractor disputes the validity and amount of such backcharges within ten (10) days after the time when Subcontractor first becomes aware of such backcharges and agrees in writing to indemnify, defend and hold Contractor harmless for any loss, costs or expense incurred by Contractor, including interest on amounts held by the Owner, higher-tier contractor or Contractor's Customer, as a result of such dispute.

As time is of the essence in the performance and completion of the Work, should the Subcontractor fail to complete the Work, within the time and manner specified, or within the time of such extensions as may be granted or approved by Contractor, Subcontractor shall be liable to Contractor for any damages suffered by Contractor by reason of such delay, and Contractor shall and may deduct and retain the amount of such damages out of money which may be due or become due under this Subcontract.

The provisions of this section shall control unless Contractor and Subcontractor specifically agree in writing to a fixed and determined sum which shall be paid by Subcontractor to Contractor for each and every day of delay which sum shall be liquidated damages that Contractor will suffer by reason of said delay and not as a penalty.

4.4 Damages Limitations

SUBCONTRACT TERMS AND CONDITIONS (US)

In no event shall Contractor or any party included in the definition of Indemnitees above be liable to Subcontractor or any of its sub-subcontractors, whether based on delay, contract, tort, negligence, warranty, indemnity, strict liability, error or omission or otherwise, for any consequential, special, incidental, indirect, exemplary or punitive damages or any other damages constituting, or arising from or in connection with loss of revenue or profit, actual or anticipated or otherwise, and Subcontractor hereby releases each of the Indemnitees from any such liability. Subcontractor shall obtain similar releases from each of its sub-subcontractors.

5. INSURANCE; INDEMNITY

5.1 Insurance

Subcontractor shall obtain and maintain the insurance policies shown below, or the insurance required under the Contract Documents, whichever is broader or has the higher minimum limits of insurance, from qualified insurance carriers who are A. M. Best Company rated no less than 'Secure Rating' of A-, or better, and 'Financial Size Category' rating of FCS VII, or larger. Subcontractor shall name Contractor, any higher-tier contractor and Owner as an additional insured under the Commercial General liability and auto liability policies. All policies furnished by Subcontractor shall be primary and non-contributory. Subcontractor's insurance policy shall also provide contractual coverage for Subcontractor's indemnity obligations required by Section 5.3 of this Subcontract. All policies shall be on an occurrence form. The insurance shall not be cancelled unless Contractor is given thirty (30) days' notice in advance of the cancellation date and Subcontractor has made arrangements for replacement insurance. Subcontractor shall furnish a certificate of insurance evidencing the required insurance policies and limits upon execution of this Agreement and as each policy renews thereafter, Contractor shall deliver copies of such Certificates of Insurance for each required policy to JCI at the address for notices as set forth in this Agreement demonstrating coverage that meets the greater of the following requirements or the insurance required in the Contract Documents.

<u>COVERAGES</u>	<u>MINIMUM LIMITS OF INSURANCE</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000/Each Accident \$500,000/Disease Each Employee \$500,000/Disease Policy Limit
Commercial General Liability Insurance, applicable to liability arising out of premises, operations, products, completed operations, contractual liability, including tort liability of another assumed in a business contract, including bodily injury (including death) property damage, independent contractors, personal injury and advertising injury, along with associated defense costs.	\$2,000,000 Each occurrence limit, general aggregate limit and products and completed operations aggregate limit Note 1, Note 2
Business Automobile Liability Insurance for any vehicle licensed for public road use, including without limitation, owned, non-owned and hired autos.	\$1,000,000 Each occurrence, combined single limit Note 2

Note 1: Commercial General Liability coverage can be satisfied by any combination of primary and umbrella or excess liability insurance. **Note 2:**

Subcontractor shall name Contractor, higher tier Contractor's and Contractor's Customer as an additional insured under the general liability and automobile liability policies. **Note 3:** Worker's compensation insurance will include a waiver of subrogation in favor of Contractor.

5.2 Risk of Loss

Until the completion of the Work and its final acceptance by Contractor, Subcontractor shall bear the risk of any loss or destruction of or damage to the Work or any materials, equipment or other items incorporated or to be incorporated therein arising from any cause other than a cause against which the Owner undertakes to carry insurance. At all times, Subcontractor shall protect all Work and materials including but not limited to stored materials, equipment and other items incorporated or to be incorporated into the Work from damage, deterioration, contamination, corrosion and exposure. All reasonable requests by Contractor to Subcontractor to enclose or otherwise protect such property shall be promptly completed by Subcontractor at no cost to Contractor.

5.3 Indemnification

Subcontractor hereby assumes exclusive responsibility for all personal injury, including death or property damage of whatever nature and however caused which results from or arises out of Subcontractor's performance of the Work. Subcontractor agrees to defend, indemnify, and hold harmless (a) the Contractor and the Contractor's officers, directors, agents, employees, subsidiary and affiliated companies, and (b) except where prohibited by law, any other contractor or Customer that Contractor is required to defend and indemnify pursuant to the Construction Documents (the "Indemnitees") from and against all claims, demands, suits (regardless of legal theory), losses, including but not limited to economic, expenses and reasonable attorney's fees, and damages ("Claims") that: (a) are brought by a complaining party or entity who was employed by or had a contractual relationship with Subcontractor at the time of the alleged occurrence; or (b) that arise out of Subcontractor's performance of this Subcontract or the Work, including but not limited to the use (and loss of use) of any materials, tools, machinery, equipment, facilities or other personal or real property, regardless of owner and regardless of whether such Claim is caused, or alleged to have been caused, in part by the party seeking indemnity. A Claim shall be considered to "arise out of" the Subcontractor's performance of the Subcontract if the Claim, involves or relates to Work performed by the Subcontractor, regardless of whether the Claim expressly alleges any negligence, wrongdoing, breach of contract, error or improper performance by the Subcontractor. Subcontractor, however, is not required to indemnify Contractor or any person seeking indemnity for Claims based upon the sole alleged negligence of the person seeking indemnity.

In claims by any employee of Subcontractor or anyone employed by Subcontractor against any person indemnified pursuant to this section, the obligation to indemnify pursuant to this section shall not be limited in any way by any limitation on amount or type of damages, compensation, benefits payable by Subcontractor or anyone employed by Subcontractor under worker's compensation acts, disability benefit acts, or the other employee benefit acts.

5.4 Patent, Copyright and Royalty Fees

Subcontractor shall pay as part of the Subcontract Price for this Subcontract, all licenses, and fees for royalties, copyrights and patents for any and all equipment, software, materials, supplies or anything furnished by Subcontractor as part of the Work. Subcontractor shall defend and indemnify Contractor and its officers, agents and employees, against any

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claims, demands, and liability, including costs, attorney's fees and expenses, for infringement upon any Letters Patent of the United States, any violation of copyrights, or any violation of any royalty agreements arising out of the performance of this Subcontract, or out of the use, or disposal by or for the account of Contractor of supplies, materials, software, equipment, or services furnished by Subcontractor.

5.5 Liens

The Subcontractor shall defend, indemnify, hold harmless and protect Contractor's Customer, any higher tier contractor and the Contractor against all laborers', materialmen's and mechanics liens upon the buildings or premises on which the Work is located arising out of labor or material furnished by Subcontractor or any party acting for or under Subcontractor under this Subcontract. Subcontractor shall furnish Contractor, upon request, affidavits of status of accounts and releases of liens as may be deemed necessary by the Contractor. All amounts paid by Contractor under this Subcontract shall be deemed trust funds held by Subcontractor for the benefit of its subcontractors and suppliers.

Subcontractor and its sub-subcontractors and suppliers shall provide Contractor with written notice of its intent to file a notice of lien against the real property of the owner or against funds held by the owner that are due the Contractor at least ten (10) days before taking such action. The notice shall specify the amount claimed, exclusive of interest and attorney's fees. Upon receipt from Contractor of a bond from a good and sufficient surety assuring payment of amounts recovered by Subcontractor against Contractor under the Disputes section of this Subcontract, not to exceed the amount stated in Subcontractor's notice, Subcontractor and its subcontractors and suppliers agree to dismiss with prejudice, withdraw or not file such lien claim. The cost of such surety bond shall be recoverable by Contractor under the Attorney's Fees section of this Subcontract. Subcontractor further agrees to include this provision in every subcontract, purchase order or agreement for labor to be performed or material to be provided in connection with the Work and acknowledges that such requirement is a material provision of this Subcontract. If Subcontractor or its subcontractors or suppliers takes any action contrary to this section, Contractor shall be entitled to recover liquidated damages of ten percent (10%) of the amount of the lien, which shall cover the cost of any bonds required from Contractor, interest on amounts withheld as a result of the lien, and attorney's fees incurred as a result of the defense against the lien. Subcontractor shall also be separately liable for any amounts covered by the lien that Contractor is required to pay.

6. DELAYS, SUSPENSIONS & TERMINATION

6.1 Excusable Delays

Subcontractor shall not be liable for delay in performance due to unforeseeable causes beyond its control and without its fault or negligence, provided: (1) Subcontractor exercises due diligence in promptly notifying Contractor of conditions which will result in delay and provides Contractor all information and assistance Contractor requests in prosecuting any corresponding claim for relief under the Prime Contract; (2) such delay in Subcontractor's performance does not cause Contractor to become liable for any damages or penalty pursuant to the Contract Documents for the delay; and (3) the Contractor was advised in advance of Subcontractor's Schedule.

6.2 Contractor-Directed Suspensions or Delays

Contractor may direct in writing that the Subcontractor suspend, delay or interrupt all or any part of the Work for such period of time Contractor determines to be appropriate or necessary. If the performance of the Work is so suspended, delayed or interrupted for an unreasonable period of time, an adjustment shall be made for any increase in the cost of performance of this Subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption. However, no adjustment shall be made for any suspension, delay or interruption to the extent that performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Subcontractor, or for which an adjustment is provided under Section 4.1, Changes, or that would be prohibited by Section 4.2, Extra Compensation.

Subcontractor shall have no right to recover any additional compensation for delays except to the extent that: (a) such request is consistent with Section 4.2, Extra Compensation; (b) Contractor was advised in advance of the Subcontractor's Schedule; and (c) the Subcontractor's Schedule was compiled and updated contemporaneously with the period of delay.

6.3 Termination for Default

Contractor shall have the right to terminate this Subcontract for default on any one or more of the following grounds:

- a) Subcontractor refuses or fails to prosecute the Work with such diligence as will ensure its completion of the Work by the Completion Date specified in this Subcontract, or any extension thereof.
- b) Subcontractor fails to correct Work that upon testing or observation fails to comply with the Contract Documents
- c) Subcontractor refuses to defend or indemnify Contractor for a claim asserted against Contractor that is covered by the insurance or indemnity sections of this Subcontract.
- d) Subcontractor otherwise materially defaults under this Subcontract.

If Contractor determines that Subcontractor defaulted under this Subcontract, Contractor shall give the Subcontractor written notice of its default. Contractor shall give Subcontractor no less than three (3) business days to cure the default specified by Contractor. If Subcontractor fails to cure the default(s), or to commence a cure, within the time specified in the notice, then this Subcontract shall be terminated.

Upon a termination or default, Contractor may take over the Work and prosecute the Work to completion, by contract or otherwise. Contractor may take possession of and utilize Subcontractor's, materials, equipment, appliances, software, computers and plant as may be on the site of the Work and necessary for completion of the Work. In advance of any termination for default, Subcontractor conditionally assigns to Contractor all rights, title and interest in any of Subcontractor's subcontracts and material supply contracts. In the event of a termination for default, the condition of default is satisfied and the assignments become effective. The Subcontractor shall upon termination for default complete any and all written assignments or other documentation to enable Contractor to use the Subcontractor's subcontractors and supply contracts to complete the Work.

The rights and remedies of the Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Subcontract. Subcontractor is not entitled to any further payment until the Work is completed and the total cost for the completion of the Work is known. Subcontractor is liable for all costs required to complete performance of the Work. In the event that the cost to complete the Work

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exceeds the amount due Subcontractor under this Subcontract, then Subcontractor shall pay to Contractor the difference.

A written notice that does not specifically refer to this section shall be treated as a termination for default. However, a termination for default of Subcontractor that is later determined to be wrongful shall be treated as a termination for convenience.

6.4 Termination for Convenience

This Subcontract may be terminated by the Contractor for any reason and (in whole or in part) at any time by written notice. In the event of a termination for convenience the Subcontractor will stop Work and follow the Contractor's instructions for winding down the Project. In such event the Subcontractor will be entitled to payment for all Work completed satisfactorily, as determined by the Contractor. Payment amount shall be on the basis of the Subcontractor's actual cost of performing such Work plus overhead and profit, as determined reasonable by the Contractor. The Subcontractor will not be entitled to payment for uncompleted Work or anticipated profit or unabsorbed overhead. In no event shall Subcontractor be entitled to receive more than the percentage of Work satisfactorily completed multiplied by the Subcontract Price. If Contractor has been terminated, the termination provisions of the Contract Documents will bind the Subcontractor.

6.5 Governing Law, Forum Selection, Disputes, Dispute Resolution Flow Down

6.5.1 Governing Law

This Subcontract, and any disputes arising from or related to this Subcontract or Subcontractor's Work under this Subcontract, shall be governed and enforced by, and interpreted and construed in accordance with, the governing law provisions of the Prime Contract, without regard to any conflict of laws principles of the specified jurisdiction. To the extent there is no Prime Contract, or the Prime Contract does not contain a governing law provision, any claims or disputes with respect to the Work or this Subcontract shall be governed by the laws of the state of Delaware, without regard to the conflict of laws principles thereof.

6.5.2 Forum Selection

Unless Contractor exercises its right to arbitration set forth in the "Disputes" section below, any dispute not settled by the parties through negotiation or mediation by the time of final completion of the Work shall be subject to the exclusive venue and jurisdiction of any state or federal court located in Milwaukee, Wisconsin unless prohibited by law or stipulated in the Contract Documents, in which case the dispute shall be subject alternatively and exclusively to the venue and jurisdiction of any state or federal court located in, or within 50 miles from, the location of the Project. Subcontractor hereby irrevocably waives any objection to jurisdiction or venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon the doctrine of forum non conveniens. Subcontractor also irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Subcontract by mailing a copy thereof via registered or certified mail to Subcontractor at the address for Subcontractor set forth in this Subcontract.

6.5.3 Disputes

If any dispute arises between Subcontractor and Contractor in connection with this Subcontract, regardless of the underlying legal theory, the parties shall promptly (1) provide the other party with notice of the dispute, and (2) attempt in good faith to settle the same by negotiation at the local leadership level. If the parties are unable to resolve such dispute at the local leadership level despite such good faith efforts, the parties shall submit such dispute to the applicable members of their senior management with authority to resolve such dispute. At any time, and at Contractor's election, the parties shall participate in mediation to assist in resolving the dispute. The costs of the mediation shall be borne equally by the parties.

All disputes not settled by negotiation or mediation shall be reserved until the final completion of the Work, at which time either party may initiate legal action pursuant to the provisions of this Section 6.5. In all cases, Subcontractor shall provide Contractor at least thirty (30) days advance written notice of its intent to initiate any legal action. Notwithstanding the foregoing, Contractor shall have the sole right to initiate binding arbitration in lieu of legal action. The arbitration shall be conducted in Milwaukee, Wisconsin or any other location reasonably specified by Contractor, unless otherwise prohibited by law or stipulated in the Contract Documents and shall be administered by a reputable arbitration provider chosen by Contractor. In the event Subcontractor has already initiated legal action against Contractor, Contractor may, at its sole option, elect to have the dispute resolved through binding arbitration instead, provided Contractor submits notice of this election in writing to Subcontractor within sixty (60) days following Subcontractor's service of process on Contractor. If Contractor elects arbitration as set forth herein, Subcontractor irrevocably submits to the jurisdiction of the arbitrator and waives any objection to the arbitration, including any defense that Subcontractor is not subject personally to the jurisdiction of such arbitrator, that such arbitration is brought in an inconvenient forum or that such venue is improper. Except with respect to disputes where the total value exceeds \$2,000,000 as set forth below, the award rendered by the arbitrator or panel shall be final. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction. The costs of the arbitration shall be borne equally by the parties.

Depending on the total value in dispute between the Parties, the arbitration shall be further conducted as follows:

a) **Disputes Under \$500,000:** Such disputes shall be resolved using a single arbitrator mutually selected by the parties or, if the parties are unable to agree, an arbitrator appointed in accordance with the rules of the arbitration provider that is a licensed attorney with at least fifteen (15) years of experience and primary practice in construction law. Such disputes shall be resolved on the papers only, without presentation of live testimony or any hearing on the merits, within three (3) months of the date the arbitrator is appointed in writing. No discovery shall be permitted. Each party, however, shall attach to its written submission any documents or materials relied on by that party in support of its position, such that the other party has a meaningful opportunity to review such materials and respond in writing to the arbitrator if it so chooses. The arbitrator shall issue a reasoned award stating in writing the findings of fact and conclusions of law that support the arbitrator's decision.

b) **Disputes Between \$500,000 and \$2,000,000:** Such disputes shall be resolved using a single arbitrator mutually selected by the parties or, if the parties are unable to agree, an arbitrator appointed in accordance with the rules of the arbitration provider that is a retired federal judge or a licensed attorney with at least fifteen (15) years of experience and primary

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practice in construction law. Such disputes shall be resolved within nine (9) months of the date the arbitrator is appointed in writing. No discovery shall be permitted, other than the exchange of expert reports, if applicable. Each party, however, shall exchange any documents or materials relied on by that party in support of its position sufficiently in advance of any merits hearing, such that the other party has a meaningful opportunity to review such materials and respond accordingly before or during the hearing. The parties shall have the right to bring a dispositive motion in advance of any merits hearing if directed to discrete legal issues or defenses based on clear contractual provisions, provided the arbitrator places limits on briefing and implements an accelerated schedule that will not delay the issuance of a final award within the nine (9) month time period contemplated herein. Following submission of a dispositive motion and/or completion of the arbitration hearing, the arbitrator shall issue a reasoned award stating in writing the findings of fact and conclusions of law that support the arbitrator's decision.

c) **Disputes Over \$2,000,000:** Unless the total value of the dispute exceeds \$10,000,000, such disputes shall be resolved using a single arbitrator mutually selected by the parties or, if the parties are unable to agree, an arbitrator appointed in accordance with the rules of the arbitration provider that is a retired federal judge or a licensed attorney with at least fifteen (15) years of experience and primary practice in construction law. For any dispute with a total value in excess of \$10,000,000, three arbitrators will be selected and appointed in accordance with the rules of the arbitration provider. Any dispute with a total value that exceeds \$2,000,000 shall be resolved within twelve (12) months of the date the arbitrator or arbitration panel is appointed in writing. Discovery will be permitted, but shall be limited as follows: Documentary discovery shall be limited to the exchange of Project files, accounting records, or other relevant claim support and documents directly relevant to significant issues in the case or to the case's outcome and proportional to the needs of the case, taking into consideration whether the burden or expense of the proposed discovery outweighs its likely benefit. Depositions will be permitted, but shall be limited to party representatives and/or experts, and may not exceed five total depositions per side. For cases involving expert discovery, expert reports shall be exchanged in advance of any expert depositions. The parties shall have the right to bring a dispositive motion in advance of any merits hearing if directed to discrete legal issues or defenses based on clear contractual provisions, provided the arbitrator(s) places limits on briefing and implements an accelerated schedule that will not delay the issuance of a final award within the twelve (12) month time period contemplated herein.

Following submission of a dispositive motion and/or completion of the arbitration hearing, the arbitrator(s) shall issue a reasoned award stating in writing the findings of fact and conclusions of law in support of the decision. Such award shall be final unless either party chooses to appeal the award, in which case the parties agree to utilize the applicable arbitration appeal procedure set forth in the rules of the chosen arbitration provider as it exists on the effective date of this Subcontract. Any award issued as a result of such appeal shall be final.

Contractor may, however, at any time so as to permit the Work to continue without interruption issue a written order, pursuant to the section hereof entitled "Changes," regarding the matter in dispute. Such order shall neither prejudice the rights of either party regarding the matter in dispute, nor be construed as an admission by Contractor that Subcontractor is entitled to extra compensation or an extension of time on account thereof. Upon receipt of any such order, Subcontractor shall immediately proceed in accordance therewith, as provided in Section 4.1

d) **Dispute Resolution Flow Down** Subcontractor shall include, in all subcontracts, purchase orders or other agreements for labor or material to be provided in connection with the Work, a provision that requires all disputes arising under, resulting from, or related to such agreements and in which Contractor is or may be a party, to be resolved in accordance with the governing law, forum selection, and dispute resolution provisions of this Subcontract. Subcontractor further authorizes Contractor to demand arbitration on its behalf against any subcontractor or supplier who claims that amounts are due for labor or material provided in connection with the Work. Subcontractor acknowledges that this is a material provision of this Subcontract.

e) **Joinder and Consolidation; Pass-Through Claims.**

Notwithstanding any other provision of this Section 6.5, in the event: a) Contractor becomes involved in any arbitration, mediation, litigation, administrative, or other proceedings with its Customer, higher-tier contractor, or Owner, and b) Contractor determines that it would be appropriate that any disputes or claims arising under this Subcontract be resolved in such proceeding due to the existence of common issues of fact or law, Subcontractor shall consent to joinder to, and a consolidated resolution of issues in that proceeding, and shall waive any objection to such proceeding, including any defense based on the grounds of lack of jurisdiction, improper venue, and/or forum non conveniens. Further, Subcontractor acknowledges that its redress against Contractor is no greater than Contractor's redress against its customer or Owner (except insofar as Contractor's sole, independent breach of Subcontract not otherwise precluded by this agreement). Accordingly, Subcontractor agrees to initiate all claims for which the Owner may be or is liable (including without limitation force majeure, change in law, differing conditions, delays, disruption or interference, if applicable) in the manner, and within the time limits, provided in the Contract Documents, with sufficient additional time for Contractor to assess and initiate such claims against the Owner (at Subcontractor's expense including attorney's fees, costs, and claim preparation expenditures) within the time periods specified in the Prime Contract. Subcontractor's failure to timely submit and substantiate claims shall waive and extinguish the claim, including as against Contractor. If Contractor permits or directs Subcontractor to prosecute a claim in the name of Contractor for the benefit of Subcontractor, Subcontractor shall so prosecute the claim at Subcontractor's expense (including Subcontractor and Contractor's attorney's fees, costs, and claim preparation expenditures) and cooperate with Contractor as Contractor directs. Subcontractor shall be bound by the outcome of upper-tier dispute resolution processes regardless of form (e.g., customer, contracting officer, or neutral determination; settlement; or award). Contractor shall be liable to Subcontractor only to the extent of the schedule relief or claim amount, if any, actually received by Contractor with respect to Subcontractor's claim (deducting any unreimbursed attorney's fees, costs, or claim preparation expenditures incurred by Contractor), and such relief or amount when received by Contractor from the Owner shall satisfy and discharge Contractor from all liability to Subcontractor on account of the circumstances giving rise to a pass-through claim.

7. OTHER

7.1 **Emergency Conditions**

If the Subcontractor encounters conditions which immediately affect the safety of persons or property, the Subcontractor may take those reasonable and necessary measures to prevent injury to person or damage or destruction of property. In such event, Subcontractor may present a Request for Change Order in accordance with Section 4.1 provided that Subcontractor did not cause or contribute to the cause of the condition.

7.2 **Assignments and Subcontracting**

No assignments by Subcontractor of this Subcontract or of any monies due or to become due hereunder shall be binding upon Contractor until Contractor's written consent thereto is obtained. Subcontractor shall not further subcontract any portion of this Subcontract beyond what may be set forth in Attachment 3 without written approval from Contractor. Any assignment by Subcontractor to anyone of any right under this Subcontract without the written consent of Contractor shall be null and void and without effect.

7.3 **Clean-Up**

Subcontractor shall keep its work and storage areas cleared of debris at all times and upon completion of the Work and before final acceptance shall leave the premises in a broom-clean, neat and workmanlike condition. Contractor may clean up the premises and charge to Subcontractor's accounts all costs for said cleanup. Contractor also reserves the right to allocate to Subcontractor cleanup back charges that have been imposed upon Contractor under the Contract Documents without first complying with this section and based upon Subcontractor's presence in areas for which cleanup back charges have been assessed against Contractor.

7.4 **Notice**

Notices permitted or required to be given under this Subcontract shall be in writing and shall be deemed duly given: (a) upon actual delivery if delivery is by hand or by nationally recognized courier service, or (b) after three (3) days following delivery into the United States Postal Service if such delivery is made by postage paid certified mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person that the respective party has subsequently so designated in the Contract Documents within such time and in such manner to permit Contractor to provide written notices in accordance with the Contract Documents.

If the Contract Documents are silent as to the address to submit notice to Contractor, the following address shall be used:

Johnson Controls
Contract Labor Administrative & Shared Services Team
5757 N. Green Bay Avenue, Milwaukee, WI 53209

7.5 **Independent Contractor**

Nothing in this Subcontract shall be construed as reserving or granting to Contractor any right to exercise any control over or to direct in any respect the conduct or management of the business or operations of Subcontractor. The entire control and direction of such business and operations shall be and shall remain with the Subcontractor. Neither Subcontractor nor any person performing any duties or engaged in any work on behalf of Subcontractor shall be deemed an employee or agent of Contractor.

Subcontractor expressly understands and agrees that neither Subcontractor, nor its sub-subcontractors, employees or agents are nor will with the passage of time become eligible for or entitled to participate in any plans or arrangements that Contractor or any of its affiliates maintain for the benefit of Contractor's employees, including, without limitation, pension, profit sharing, health, welfare benefit or other fringe benefit plans.

7.6 **Safety**

At all times, Subcontractor shall comply with the Contractor's Subcontractor Safety Specification attached and incorporated herein as Attachment 9 and Contractor's Zero Harm Behaviors attached and incorporated herein as Attachment 9- A. Additionally, all Subcontractor work must be performed in accordance with all applicable laws, rules and regulations of any governmental body that has jurisdiction over the Work. To the extent the Subcontractor seeks to vary, change or otherwise alter any safety practice, application or procedure, the Subcontractor will submit a job hazard analysis to Contractor for approval. If Subcontractor fails to seek approval and varies, changes or otherwise alters any safety practice, application or procedure, then Subcontractor assumes complete and exclusive responsibility for such change.

7.7 Equal Employment Opportunity

The provisions of Executive Order 11701 and the Affirmative Action clause, section 60-250.4 of 41 CFR, concerning affirmative action obligations of federal contractors and subcontractors, and Executive Order 11758 and the Affirmative Action clause, section 60-741.4 of 41 CFR, concerning affirmative action obligations for handicapped workers of federal contractors and subcontractors are all incorporated by reference and made a part of this Subcontract.

7.8 Warranty of Authority

Each party executing this Subcontract warrants and represents that it has full power and authority to enter into this Subcontract and to bind itself to performance hereunder. Each party warrants and represents that the individual signing this Subcontract is an officer or a principal of the party on behalf of whom it signs, or has been granted or delegated all requisite power and authority to bind the party on behalf of which he signs. This Subcontract is not binding upon Contractor unless executed by authorized representatives of Contractor.

This representation and warranty of authority shall apply with equal force to each and every document executed by either party subsequent to this Subcontract, in connection with the Work to be performed under this Subcontract.

7.9 Ethics and Compliance

Contractor has established an ethics policy as described and accessible through on the Contractor's website at <https://valuesfirst.johnsoncontrols.com/> and expects Subcontractor and each of its employees, subcontractors, and material suppliers to abide by this policy or an equivalent ethics policy of their own. Subcontractor acknowledges that it has reviewed its supply chain security procedures and certifies that in the countries in which Subcontractor is doing business, Subcontractor does and shall (a) comply with laws prohibiting forced labor, slavery and human trafficking, and (b) not use labor from persons of less than minimum working age. Subcontractor acknowledges that it and its personnel have a responsibility to bring any concerns related to these policies to Contractor through its confidential Internet-reporting service at www.JohnsonControlsIntegrityHelpline.com or by using Contractor's confidential, toll-free Integrity Helpline at 1-800-250-7830 (see the complete list of toll-free numbers for those outside of the United States at www.JohnsonControlsIntegrityHelpline.com).

Contractor and Subcontractor agree to comply with all the provisions contained in the COMPLIANCE CLAUSES FOR SUPPLIERS incorporated by this references and available for download at

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<https://www.johnsoncontrols.com/-/media/project/jci-global/johnson-controls/us-region/united-states-johnson-controls/suppliers/procurement-standards-and-terms/documents/compliance-provisions-for-suppliers.pdf>

7.10 Conflicts of Interest

Contractor does not permit the offering or acceptance of gifts or gratuities by Contractor employees from parties with whom Contractor is contracting for services, products or other matters and Subcontractor shall not make any offer to any Contractor employee that would violate this policy. Subcontractor further represents and warrants that there is no financial or business relationship or any other conflict of interest that Subcontractor has with or has offered to any employee of Contractor. Subcontractor will notify Contractor promptly if (a) Subcontractor has reason to believe that a breach of this Section has occurred or is likely to occur; or (b) if any conflicts of interest arise after execution of this Subcontract. If Contractor at any time believes, in good faith, that a breach of any of the representations and warranties in this Section has occurred or may occur, Contractor may withhold any compensation, reimbursement, or other payment until such time as Contractor has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Contractor shall also be entitled to reclaim all payments previously made to Subcontractor. Contractor shall not be liable to Subcontractor for any claim, losses, or damages whatsoever related to Contractor's decision to reclaim or withhold any compensation, reimbursement, or other payment under this provision.

7.11 No Publicity

Except as required by law, Subcontractor may not issue or release any press release, advertisement, promotional material, announcement or other statement regarding the relationship of the parties or the terms of this Subcontract without the prior written consent of Contractor.

7.12 Entire Agreement

These Subcontract Terms and Conditions (US), together with the Subcontract, set forth the entire agreement between the parties relating to the Work and supersedes all prior or contemporaneous agreements of the parties with respect to the subject matter contained therein. Contractor shall not be bound by, and Contractor specifically objects to, any term, condition, or other provision inconsistent with or in addition to any provision of this Subcontract that is submitted by Subcontractor in any correspondence or any other document, unless Contractor specifically agrees to such provision in a written instrument signed by an authorized representative of Contractor. No shrink-wrap, click-wrap, browse-wrap or other terms and conditions or agreements provided with any products or software hereunder will be binding on Contractor, even if use of such products or software requires an affirmative "acceptance" of those additional terms before access is permitted. All such additional terms will be of no force or effect and will be deemed rejected by Contractor in their entirety. For the purpose of this Subcontract, the terms "Day" or "day" means a calendar day.

7.13 No Third-Party Beneficiaries

No person other than the parties to this Subcontract shall have any rights in this Subcontract. The rights of this Subcontract are exclusively those of the parties to this Subcontract. There shall be no third-party beneficiaries of this Subcontract. In signing this Subcontract, Subcontractor represents that it is aware of any party claiming such rights.

7.14 Survival

Each provision of this Subcontract that would by its very nature or terms survive any termination or expiration of this Subcontract, including but not limited to insurance, indemnity, non-disclosure, and non-solicitation provisions, shall survive any termination or expiration of this Subcontract, regardless of the cause thereof.

7.15 Severability

If any paragraph of this Subcontract is held void or unenforceable or is otherwise stricken, then any and all remaining sections of this Subcontract shall remain valid and binding upon the parties.

7.16 No Waiver of Enforcement

The failure of Contractor to insist upon strict adherence to any term of this Subcontract on any occasion shall not be considered a waiver of Contractor's rights or deprive Contractor of the right thereafter to insist upon strict adherence to that term or any other term of this Subcontract.

7.17 Hazardous Materials

Subcontractor shall not be required to perform any identification, abatement, cleanup, control or removal of asbestos or other hazardous materials not included in the Subcontractor's Scope of Work. However, should Subcontractor become aware of or suspect the presence of asbestos or other hazardous materials, Subcontractor shall stop work in the affected area immediately and notify Contractor. Should Subcontractor fail to stop work, the Subcontractor shall be responsible for taking all necessary and reasonable steps to contain, control, and abate the asbestos or other hazardous materials in accordance with all applicable statutes and regulations. Subcontractor agrees to assume full responsibility for any claims arising out of or relating to the disturbance of asbestos or hazardous materials at the site of the Work resulting from the action or inaction of Subcontractor. If Subcontractor disturbs or otherwise fails to stop work as specified herein, then Subcontractor shall defend and indemnify Contractor against any and all claims which arise out of Subcontractor's action or inaction.

In the event that the Scope of Work requires Subcontractor to remove any hazardous materials as defined in 29 C.F.R. Section 1910.1200 et seq. from the Project site, Subcontractor shall: (1) deliver a Safety Data Sheet, "SDS", as defined and prescribed in 29 C.F.R. Section 1910.1200, to Contractor at least ten (10) days before transport of any hazardous substance; (2) furnish Subcontractor's procedures for disposal of hazardous substances, product residue, by-products, and wastes to Contractor at the time the SDS are delivered to Contractor; and (3) remove, handle and transport any and all hazardous substances in accordance with all applicable local, state and federal ordinances, statutes, regulations, and requirements.

In the event that the Scope of Work requires Subcontractor to remove any hazardous materials, and Subcontractor fails to remove, handle and transport any hazardous substances as provided herein, then Subcontractor agrees to defend, indemnify and hold Contractor harmless from and against all claims, losses, liabilities, damage and expenses including reasonable attorney fees and related expenses arising out of bodily injury (including death), property damages or penalties assessed or asserted, when such injury (including death), property damage or penalties occur or are assessed as a result Subcontractor's failure to remove, handle and transport any and all hazardous substances in accordance with this Agreement, or are incident to Subcontractor's failure to perform its duties as set forth in this Agreement.

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7.18 Field Coordination

Installations shown and implied on the Contract Documents are diagrammatic only. Unless specific dimensional information is expressly noted, the Contract Documents are not intended to indicate exact locations of installations; to identify all required off-sets, fittings, mountings, etc.; or to identify the required coordination between all trades and building elements. It is the Subcontractor's responsibility to coordinate with the other trades and building elements in the performance of the Work. Any changes to the location of the Work to be installed or any installation requirements necessitating Subcontractor to coordinate with other trades and building elements shall be accomplished by the Subcontractor WITHOUT ADDITIONAL COST TO THE PROJECT. It shall be the Contractor's sole discretion to determine whether a change in an installation due to a trade or building interference will constitute a material change in the Work and warrant a Change Order.

7.19 As-Built Documentation

At Contractor's request, during construction of the Work, Subcontractor will annotate a set of the Drawings (a) noting the actual physical conditions encountered at the Project site and/or building during construction; and (b) depicting changes to the Work made in the field and based on Change Orders (the "As-Built Drawings"). Subcontractor shall submit a complete set of As-Built Drawings as a condition precedent to receiving final payment. Upon Completion of the Work, and before application for final payment, the Subcontractor shall turn over the required As-Built Drawings along with all other required final documentation.

7.20 Non-Discrimination in Subcontracting

Subcontractor acknowledges that diversity among subcontractors and suppliers is important to JCI and that JCI and Subcontractor are committed to non-discrimination in subcontracting. Subcontractor also agrees that it may be asked to provide diversity spend performance data to JCI for informational purposes.

7.21 Non-Solicitation of Contractor's Customer

Subcontractor expressly acknowledges that Contractor's relationships with its customers and the goodwill associated with such relationships constitute the property of Contractor. With regard to the Work performed hereunder, Subcontractor shall not (a) utilize information received from Contractor pursuant to this Subcontract to directly compete with or gain a competitive advantage over Contractor; or (b) take any action intended to, or having the foreseeable effect of, adversely affecting Contractor's relationship with Contractor's customer. The terms of this Section shall apply, notwithstanding that any relationship between Subcontractor and the customer prior to the effective date of this Subcontract.

7.22 Contractor's Employees

Subcontractor understands and agrees that the specialized training, experience knowledge and skills of Contractor's employees working on or involved in the Work, and the confidential information, trade secrets, and/or other proprietary information related to the Work and/or Contractor's customer held by those employees by virtue of Contractor's role in the Work described in this Subcontract, are critical, valuable and proprietary components of Contractor's business and its relationship with its customer. Subcontractor further acknowledges that by virtue of its Work under this Subcontract, it will have unique access to such Contractor employees,

including the specialized training, experience, knowledge, skills, and/or confidential and proprietary information those employees possess. Except to the extent prohibited by law, Subcontractor shall not, without the advance written consent of Contractor, directly or indirectly, recruit, hire, solicit, or otherwise induce to terminate the employment of any Contractor employee, or other person who has had a material business relationship with Contractor, that has at any time worked on or in connection with the project during the term of this Subcontract and for a period of one (1) year after termination or completion of the Work, whichever occurs later. In the event of Subcontractor's breach of this provision, Contractor may proceed against Subcontractor by way of injunction or otherwise to restrain or prevent the continuance of such breach. Moreover, in respect of each such breach (each occurrence or repetition thereof constituting a separate breach event), Subcontractor shall pay on demand to Contractor an amount equal to the solicited employee's prior year's compensation as a genuine pre-estimate of damages and not as a penalty, the whole without prejudice to Contractor's right to claim, institute legal proceedings for and collect such greater amount of damages as may be sustained by Contractor. It is understood and agreed between the parties that this provision is reasonable and necessary for the protection of Contractor's business and this is an essential to the formation of this Subcontract.

7.23 Data Privacy and Security

If Subcontractor receives Contractor Customer confidential information and/or personal information about Customer or its personnel, Subcontractor will maintain and enforce safety and physical security procedures with respect to its access and maintenance of such data and information as set forth in this Subcontract and as required by law.

7.24 Confidentiality: Non-Disclosure

Subcontractor shall not disclose to any person or any entity any information obtained by Subcontractor or such information that is developed by Subcontractor prior to, during, or following the performance of the Work which relates in any way to (a) Contractor; (b) Contractor's business; (c) any of Contractor's affiliates or their respective businesses; or (d) Contractor's customer. Subcontractor expressly understands and agrees that all technical information including designs, blueprints, drawings, specifications, engineering data, technical manuals or proprietary product know-how and any other information or documentation connected with the Work are of a confidential nature and are not to be reproduced or disclosed to anyone except to the extent required to perform the Work, and will be returned to Contractor upon the earlier of the completion of the Work or termination of this Subcontract. The parties agree that an impending or existing violation of this provision may cause irreparable harm to Contractor, its affiliates and/or Contractor's customer for which there may be no adequate remedy at law. Accordingly, Subcontractor agrees that in addition to the foregoing indemnity and other rights and remedies that may be available to Contractor, its affiliates, and/or Contractor's customer, any one or all of them shall be entitled to seek immediate injunctive relief prohibiting such violation.

SUBCONTRACT TERMS AND CONDITIONS (US)

7.25 Electronic Media

These Subcontract Terms and Conditions (US), along with the Subcontract and related Contract Documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Subcontractor's acceptance will be deemed binding between the parties. Subcontractor acknowledges and agrees it will not contest the validity or enforceability of this Subcontract and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each party agrees that it will not contest the validity or enforceability of a signed facsimile, electronic, or other copy of the Subcontract or related Contract Documents on the basis that either lack an original handwritten signature. Computer maintained records of a party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

Either party may scan, fax, email, image, or otherwise convert this Subcontract and any other Contract Documents into an electronic format of any type. Any unaltered copy of this Subcontract produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Subcontractor accepts this Subcontract and forms a contract by: (a) commencing any work under the Order; (b) accepting the Order in writing; (c) failing to provide written rejection of the Order within forty-eight (48) hours of receipt; or (d) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order.

ATTACHMENT 1 – APPLICATION AND CERTIFICATE FOR PAYMENT

[To be provided by contractor as part of the contract documents.]

ATTACHMENT 2 – PARTIAL WAIVER OF CLAIMS AND LIENS

PARTIAL WAIVER AND RELEASE OF LIENS AND CLAIMS

In consideration of the payment by Johnson Controls, Inc. ("JCI") of \$ _____ dollars, the Undersigned waives and releases, in accordance with and subject to the terms of this Partial Waiver and Release of Liens and Claims, any and all lien rights which it may now have or may subsequently acquire under the laws of the State of **STATE** or any other state or local government. This waiver and release relates to the Undersigned's work under its Subcontract or Purchase Order # _____ with JCI on the Project known as **PROJECT NAME** located in **WORKSITE ADDRESS, CITY & STATE**. This waiver and release extends to any and all rights to claims, including bond claims against JCIs' surety, if any, or to claim a lien on the property and/or contract funds or against JCI, the General Contractor, or the Owner of the Project, for any materials furnished or labor performed by us on the Property pursuant to the above-referenced Subcontract with JCI on or before **DATE**, provided that payment for such materials furnished or labor performed has been made to the Undersigned by JCI in accordance with our Applications for Payment Nos. # _____, previously submitted to JCI. In addition, for and in consideration of the amount and sums received, the Undersigned hereby waives, releases and relinquishes any and all claims, rights of causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned Project, Contract or event transpiring prior to the date hereof, excepting the right to receive payment for retainage. This Partial Waiver and Release of Liens and Claims does not waive or release any lien rights or rights to file a claim for any work performed or materials furnished to the Project by us after the date noted above.

Subcontractor (typed)	
Name (typed)	Title (typed)
Signature	Date (mo, day, yr)

STATE OF _____) COUNTY OF

_____) ss.

On this _____ day of _____, 20____, before me personally appeared _____ who being by me duly sworn, did depose and say that he is the _____

of _____

and is authorized to execute the above instrument.

(Seal)

Notary Public _____

To be attached to each Application for Partial Payment form for the amount of money paid you by Johnson Controls, Inc. for the preceding period.

Signing this document waives the Subcontractor's right to submit a claim against Johnson Controls, Inc. and Others

ATTACHMENT 3 – LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

[SUBCONTRACTOR NAME]

The subcontractor listed above, herein after referred to as the "Subcontractor", hereby represents and warrants to Johnson Controls that as of the date of this Certified List of Subcontractors and Material Suppliers, the following list of Subcontractors and Material Suppliers constitutes a complete list of all Subcontractors and Material Suppliers furnishing labor and materials for the "Subcontractor". The "Subcontractor" further represents and warrants that it has not entered into any agreement with any Subcontractor or Material Supplier other than those listed in this Certified List of Subcontractors and Material Suppliers.

Subcontractor / Material Supplier	Address	Telephone	Contact Person

The "Subcontractor's" Authorized Representative named herein on oath deposes and states that this Certified List of Subcontractors and Material Suppliers is true and correct based upon the Affiant's personal knowledge as of :

date:

Signature

Typed Name

Title

Subscribed and Sworn to before me this:

day of , 20

Notary Public: County: State:

My Commission Expires: day of , 20

Signature

ATTACHMENT 4 – REQUEST FOR INFORMATION

JOB NAME:	Project Name _____	JOB NUMBER:	Project Number _____
CONTRACTOR:	_____	RFI NUMBER:	_____
REQUESTED BY:	_____	DATE:	_____
TO:	_____		
ATTN:	_____		
SPECIFICATION NUMBER:	_____		

Drawing:	_____	Rev.	_____	Sketch (If Required)
System:	_____		_____	
Location:		Bldg:	_____	
		Level:	_____	
Other Drawing Affected:		No:	_____	
Cost Impact:	_____	Yes	___	No
Time Delay:	_____	Yes	___	No
Description of Problem:				
Resolution of Problem:				
Accepted:	GC/CM	DATE:		

ATTACHMENT 5 – SUBCONTRACT REQUEST FOR CHANGE ORDER

	Request for Change Order No.	Subcontract No. PO
	Date (mo/day/yr)	JCI Contract No.
Project:		JCI Reference
Location:		

The below named Subcontractor hereby submits a Request for Change Order for Modifications to the Scope of Work of the above noted subcontract as described herein and/or as a specifically referenced attachment hereto. Unless specifically changed by this Subcontract Change Order, all Terms, Conditions and Provisions of the above noted Subcontract Agreement remain unchanged and in full effect.

Reason for Request:

Total amount of this Request for Change Order including all costs for the modifications to the scope of work described herein

\$
The Completion Date is requested to be: <div style="display: flex; justify-content: space-around;"> Increased working days Decreased working days Unchanged </div>

SUBCONTRACTOR		
Subcontractor		
Name (typed)		
Title		
Signature		Date
DO NOT TYPE BELOW THIS LINE - JOHNSON CONTROLS INC. USE ONLY		
Reason for Change Request: Scope change by Owner or JCI Customer (Y/N): Scope change by JCI (Y/N): Other (please specify):		
Change Order Issued		CO #
Date (mo/day/yr)		RFI #s
By		Title

ATTACHMENT 6 – SUBCONTRACT CHANGE ORDER

Subcontractor: Address: City, State, Zip: , Project Title: Location:	Change Order No. CO	FOR	Subcontract No. PO
	Date (mo/day/yr)		JCI Contract No.
			JCI Reference

This Subcontract Change Order hereby modifies the above numbered Subcontract Agreement strictly as set forth below in accordance with the Terms and Conditions of the CHANGES section thereof. This Change Order includes all adjustments in the Contract Price and the Contract Time arising out of or related to the specified changes in the Scope of Work described below, including any direct or indirect impact costs, related to the performance of the changed work, and Subcontractor waives any right to further adjustment thereof:

Subcontract Amount prior to this Change Order _____

Make changes to Statement of Work As follow:

Total amount of this change order including all costs for the above scope of work _____

Total amount of this subcontract as revised by this change order _____

The Completion Date is ☐ increased, ☐ decreased, ☐ unchanged.

The new Completion Date resulting from this Change Order is _____ (month, day year)

Unless specifically stated in and expressly changed by this Subcontract Change Order, all terms, conditions and provisions of the above numbered Subcontract Agreement remain unchanged and in full effect. Nothing in this Subcontract Change Order is, or shall be construed as, a waiver of JCI's rights with respect to any other dispute between the parties concerning the Subcontract Agreement, Scope of Work, and/or Contract Documents, including the meaning or interpretation thereof, and JCI expressly reserves all such rights.

JOHNSON CONTROLS, INC.
SUBCONTRACTOR

Name (typed)		Name (typed)	
Title		Title	
Signature	Date	Signature	Date

ATTACHMENT 7 – CERTIFICATE OF COMPLETION AND REQUEST FOR FINAL PAYMENT

Return to: JCI Branch Representative Certificate No.

Johnson Controls, Inc.		Subcontractor Subcontractor Company Name	
Branch Address		Subcontractor Address	
City, State or Province Postal Code		City, State or Province Postal Code	
Attn: JCI Branch Representative		Attn: Subcontractor Representative	
No later than:	AM PM	Date (mo, day, yr)	
For Project Project Name		PO No. Subcontract PO Number	Issued Date (mo, day, yr)
		Contract No. ####-####	
		Change Order No. CO	Date of Last C. Order

Project and/or designated portion(s) thereof covered by this certificate:

The work performed under this subcontract has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as _____, which is also the date of commencement of applicable warranties required by the contract documents, except as stated below.

A list of items to be completed or corrected, prepared by the Subcontractor and verified and amended by JCI is attached hereto.. The failure to include any items on such list does not alter the responsibility of the Subcontractor to complete all work in accordance with the contract documents., The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Subcontractor will complete or correct the work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

Subcontractor Certification: I certify that the project and/or portion(s) thereof as designated above are _____ % complete, and that I will complete/correct the work on list of items attached as specified above.	Subcontractor	
	Subcontractor Company Name	
	Name (typed)	Title
	Subcontractor Rep's Name	Subcontractor Rep's Title
	Signature	Date (mo, day, yr)

REQUEST FOR FINAL PAYMENT

1. Original Contract Price -----
2. Total of all Change Orders -----
3. Total Contract Price (line 1 + 2) -----
4. Retention: _____ % of completed work -----
 - A. Retention _____ % of already paid -----
 - B. Balance of retention due _____ % -----
5. Total previous payments made to date ... (Date last payment rec'd _____) -----
6. Balance to finish + retention (line 3 - 5 + 4B) -----

I certify that the dollar amount of line 6 will complete 100% payment of this subcontract.

Subcontractor	
Subcontractor Company Name	
Name (typed)	Title
Subcontractor Rep's Name	Subcontractor Rep's Title
Signature	Date (mo, day, yr)

ATTACHMENT 8 – FINAL WAIVER AND RELEASE OF LIENS

In consideration of the payment by Johnson Controls, Inc. of \$ _____ dollars, we waive and release, in accordance with and subject to the terms of this Final Waiver and Release of Liens and Claims, any and all lien rights which we may now have or may subsequently acquire under the laws of the State of **STATE**. Additionally, except as noted below, we waive and release any and all claims, demands, or causes of action which we now have or are aware of, or which may come to our attention after our signing of this Final Waiver and Release of Liens and Claims. Our waiver and release relates to our work under our Subcontract, Purchase Order # _____ with Johnson Controls, Inc. on the project known as **PROJECT NAME** located at **WORKSITE ADDRESS**. Our waiver and release extends to any and all rights to claim a lien on the property, and/or contract funds, or to otherwise file any claim, demand, or cause of action against Johnson Controls, Inc., the General Contractor, or the Owner of the project, for any material furnished or labor performed by us in performing work on the property pursuant to our Subcontract with Johnson Controls, Inc.

Subcontractor (typed)	
Name (typed)	Title (typed)
Signature	Date (mo, day, yr)

STATE OF _____) COUNTY OF

_____) ss.

On this _____ day of _____, 20____, before me personally appeared _____ who being by me duly sworn, did depose and say that he is the _____

of _____

and is authorized to execute the above instrument.

(Seal)

Notary Public

To be attached to Request for Final Payment form for the balance of monies due to you by Johnson Controls, Inc. for 100% completion of subcontract

Signing this document waives the Subcontractor's right to submit a claim against Johnson Controls, Inc. and Others

ATTACHMENT 9 – SUBCONTRACTOR SAFETY SPECIFICATIONS (ALL REGIONS)**TABLE OF CONTENTS**

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XXI.	HELICOPTER “EXTERNAL LIFT”
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XXVI.	JOB SITE ACCESS
XXVII.	ENVIRONMENTAL AND WASTE MANAGEMENT COMPLIANCE
XXVIII.	ADDITIONAL REQUIREMENTS/CONSIDERATIONS

I. GENERAL

- A. All Subcontractor personnel (including the personnel of all subcontractors working through subcontractor; hereinafter, individually and collectively a "Subcontractor") shall comply with all (i) applicable occupational safety and health laws, rules, and regulations; and (ii) worksite safety rules and those rules promulgated by the Contractor's customer.
- B. Upon request by the Contractor, Subcontractors shall provide environmental, health and safety performance documentation for review.
- C. Subcontractors will prepare a site-specific written safety plan that applies to the specific work they are performing at the site.
- D. When subcontracting is permitted by the Contractor, all Subcontractors who hire lower-tier subcontractors or other third parties to perform work at the site shall ensure that all such persons comply with the provisions of these Subcontractor Safety Specifications.
- E. Subcontractors shall implement effective controls to reduce the risk of an injury or illness occurring and any Subcontractor who creates a hazard shall eliminate the hazard before any further work may proceed.
- F. Any Subcontractor that creates a hazard shall implement effective controls to reduce the risk of an injury or illness occurring before work activities may proceed.
- G. If the subcontractor identifies uncontrolled hazards, either effective controls should be immediately implemented by the Subcontractor to reduce the risk of injury or illness, or a Stop Work should be issued and the subcontractor should immediately report the uncontrolled hazard to the Contractor.
- H. Subcontractors shall participate in all required pre-job safety meetings.

II. STOP WORK POLICY

Whenever an imminent danger is present to any person, including but not limited to, Contractor personnel, Subcontractor personnel, and third parties, the Subcontractor shall "stop work" until the imminent danger is abated. As used herein, an imminent danger includes is "any condition or practice that could reasonably be expected to cause substantial harm to the health and safety of others or to the environment." Examples of imminent danger include, but are not limited to:

A situation for which:

- A person completing a task (the "Worker") is not properly trained or experienced.
- The Worker is not equipped (i.e., lacks safety or personal protective equipment).
- The Worker encounters a hazard that cannot be controlled to reduce the risk of serious injury or illness from occurring and would be considered immediately dangerous to life and health.
- The Worker is unfit for work due to illness, the influence of alcohol, or illegal or mind-altering substances.
- A danger that would normally stop work in the affected area.

Subcontractor's personnel are required to report all "stop work" actions immediately to their supervisor for investigation. During the investigation, the person(s) issuing the stop work should not leave the site or return to the work activity without their supervisor's authorization.

If the "stop work" action is used for legitimate safety reasons, the individual initiating the action is protected from discipline, retribution, or retaliation by the Contractor.

III. SAFETY TRAINING

A. Safety Orientation Training

1. Subcontractors shall conduct relevant safety training and attend all site-specific training before performing any work on the job site, including conducting all training that is required by applicable occupational safety and health laws, rules, and regulations and all training required by and necessary to understand all relevant the Contractor and customer site requirements. Subcontractors shall ensure that a list of subcontractor workers that successfully completed all required training is maintained.
2. Subcontractor shall at their own expense require its subcontractors, agents and personnel to comply with all applicable safety requirements. When required by the Contractor or its customer, prior to commencement of any work under this Agreement, Subcontractor's subcontractors, agents, and personnel will complete a basic construction training safety course, or its equivalent, that is related to the work that the Subcontractor will perform under this Agreement. Subcontractor will provide the Contractor with certification that such training has been completed.

B. Weekly Toolbox Talks

When required by law, the Prime Contract, or by the Contractor, Subcontractors shall conduct weekly safety toolbox talks and shall provide documentation evidencing compliance upon request.

C. Job Hazard Analysis / Risk Assessment

Subcontractors shall review and train their affected personnel on the job hazard analysis / risk assessment that pertains to the job tasks such persons will perform. When required by law, the Prime Contract, or by the Contractor, Subcontractors shall provide documentation evidencing compliance upon request.

IV. PERSONAL PROTECTIVE EQUIPMENT/SAFETY EQUIPMENT**A. Personal Protective Equipment**

1. Subcontractors shall supply their personnel with the appropriate personal protective equipment that meets the safety requirements required by law, outlined by federal, state/provincial and local safety laws, rules and regulations.
2. The following minimum levels of personal protective equipment are mandatory on all Contractor construction sites without exception:
 - a. Hard hats
 - b. Eye protection with side shields
 - c. Hard-soled work boots with leather uppers
3. Shorts, tennis shoes and tank tops are prohibited on all Contractor construction sites.

B. Safety Equipment

Subcontractors shall supply their personnel with the appropriate safety equipment that will meet the safety requirements under (i) applicable occupational safety and health laws, rules, and regulations; and (ii) worksite safety rules and those rules promulgated by the Contractor's customer.

V. SAFETY INSPECTIONS

When required by law, the Prime Contract, or by the Contractor, Subcontractors shall perform safety inspections of specific job tasks for which Subcontractor is responsible for at the site. When required by law, the Prime Contract, or by the Contractor, Subcontractors shall provide documentation evidencing compliance upon request.

VI. SUBSTANCE ABUSE

Any Subcontractor personnel possessing, suspected of using or being under the influence of alcohol or an illegal or mind-altering substance while on the site shall be (1) immediately removed from the worksite for evaluation, and (2) if suspicions are confirmed, permanently removal from the project / worksite.

To the extent permitted by local law, if Subcontractor personnel demonstrate impaired behavior, the individual in question will be asked to submit to evaluation which may include a Breathalyzer or other test(s) at an occupational clinic. Any person found to be legally impaired will be immediately and permanently removed from the project/worksite. Refusal to submit to evaluation will result in the immediate and permanent removal of the person from the project/worksite.

VII. SMOKING AND TOBACCO PRODUCTS

Subcontractor shall comply with all worksite rules and laws, governing the use of smoking and smokeless tobacco products on the worksite.

VIII. ACCIDENT/INJURY REPORTING

Subcontractor shall coordinate with the Contractor to ensure compliance with any applicable reporting requirements to regulatory agencies. Further, Subcontractors shall report all workplace accidents, injuries, or illnesses, regardless of severity, to the Company project manager/contact person.

1. Fatalities or incidents involving significant, severe, or life-threatening injuries or illnesses must be reported within one (1) hour.
2. Other injuries, illnesses, or property damage events must be reported the same day.

IX. CRISIS MANAGEMENT PLAN

If a regulatory environmental, health or safety agency is on-site, a representative of the Contractor should be notified as soon as possible. Subcontractor personnel shall not discuss, talk, or communicate with the media regarding any issues concerning the project/worksite. The Contractor Crisis Management Team will be contacted immediately, and they will appoint a Contractor spokesperson to communicate with the media.

X. EMERGENCY RESPONSE/FIRST AID

- A. Subcontractor shall provide a first aid kit on worksite with adequate supplies to respond to anticipated injuries or illnesses.
- B. The Company will monitor and track all injuries and illnesses that occur on the worksite. This does not relieve Subcontractors of their record keeping requirements.
- C. Subcontractors are responsible for investigating all incidents occurring to their staff and their subcontractors and sharing the findings of such investigation with the Company. Subcontractor shall participate in additional Company incident investigation measures when requested to do so by the Company.

XI. RETURN TO WORK

For injuries or illnesses requiring medical treatment beyond first aid, any injured Subcontractor personnel shall only return to the worksite when authorized by the medical professional managing their case. If the injury is of the type that permits the person to return to work with restrictions, the Subcontractor will provide the person with work in accordance with the doctor's recommendations.

XII. DISCIPLINARY PROCEDURE

- A. Failure to abide by all (i) applicable occupational safety and health laws, rules, and regulations; and (ii) worksite safety rules and those rules promulgated by the Company's customer may place fellow workers and others at risk. Subcontractor shall develop appropriate disciplinary action plan to address any violations of the foregoing.

The Subcontractor should utilize a disciplinary process for violation of safety requirements taking into account various factors, including but not limited to the severity of the safety violation.

- B. Zero Tolerance

Consideration will be given to work practices that may cause immediate danger to the life and health ("IDLH") of any person present at the worksite. The disregard of safety in these situations will immediately result in immediate and permanent dismissal from the worksite. Violations considered IDLH include, but are not limited to, violations of the following programs:

- Energy Control (Lock-Out / Tag-Out)
- Work at Height
- Electrical Safety
- Confined Space
- Ladders
- Excavation / Trenching / Shoring
- Cranes / Hoists / Slings

XIII. JOB HAZARD ANALYSIS (JHA) / RISK ASSESSMENT (RA)

Subcontractors shall complete a documented JHA / RA prior to starting any type of work at the site, and will provide evidence of compliance upon request.

XIV. PERMITS

- A. Subcontractor shall comply with all site hazardous work permit processes, including - but not restricted to - Hot Work Permit, Confined Space Entry permit, Work at Height Permit, Lock-Out / Tag-Out Permit, Live Electrical Work Permit.
- B. In case the site does not operate a site-wide hazardous work permit process, subcontractors shall use their own permit process to ensure workplace safety. At a minimum, the permit process must meet the (i) applicable occupational safety and health laws, rules, and regulations; and (ii) worksite safety rules and those rules promulgated by the site.

XV. COMPETENT PERSON

Subcontractor ensures adequate competent persons are on-site to execute work. A competent person shall mean a person who is capable of identifying existing and foreseeable hazards in the surrounding work area or working conditions which are unsanitary, hazardous or dangerous, and who has authorization to take prompt, corrective measures to eliminate the hazardous or dangerous conditions. A competent person is also a person who has extensive knowledge and experience in a particular activity or job function, as well as knowledge of (i) applicable occupational safety and health laws, rules, and regulations; and (ii) worksite safety rules and those rules promulgated by the Company's customer.

Subcontractors shall designate a competent safety person for the following tasks:

- Scaffolding
- Excavation/Trenching/Shoring
- Fall Protection
- Steel Erection/Assembly
- Concrete & Masonry Construction
- Crane/Hoisting/Rigging
- Blasting

XVI. WORK AT HEIGHT

- A. Fall Protection

When fall protection devices like guardrails, nets, etc., cannot be provided and the Subcontractor is exposed to a fall greater than four feet / 1.22 meters, Subcontractor personnel shall use a personal fall arrest system. A personal fall arrest system consists of full body harness and shock absorbing lanyard.

B. Scaffolding

1. All scaffolding used on site that has a working surface higher than six feet must have guardrails. Each guardrail will consist of a top rail midrail and toe board.
2. Subcontractors shall use a personal fall arrest system when they are working on scaffolding that has a working surface higher than four feet / 1.22 meters but does not have a proper guardrail or complete deck.
3. Subcontractors shall comply with all legal and manufacturers' recommended maintenance and safety requirements.

C. Aerial Lifts/Scissors Lifts

1. Subcontractors shall comply with all manufacturers' recommended maintenance and safety requirements.
2. Subcontractors shall use fall limiting devices when the aerial lift device is equipped to accept the use of fall limiting devices during their work in an aerial lift and scissors lift.

XVII. LADDERS

All ladders shall comply with all (i) applicable occupational safety and health laws, rules, and regulations; and (ii) worksite safety rules and those rules promulgated by the Company's customer.

1. Subcontractors shall comply with all legal and manufacturer's recommended maintenance and safety requirements.
2. All ladders must be inspected prior to each day's use and maintained in good operating condition. Ladders - including but not limited to platform, cross-step platform, cross-step stepladder, stepladder, extension or fixed, observed to have structural defects must be tagged "DO NOT USE" and immediately removed from service.
3. Stepladders used by employees must be of non-conductive fiberglass (not wood or aluminum) with a minimum duty rating of Type 1A with a load capacity of at least 300 pounds.
4. All extension ladders shall be tied off and secured with an EPDM rubber strap or ratchet strap, or a second person must hold and secure the ladder at the bottom.
5. When climbing a ladder, Subcontractor employees must face the ladder and use both hands when ascending or descending, maintaining 3-point contact at all times.

XVIII. EXCAVATION/TRENCHING/SHORING/SLOPING/SHIELDING

Subcontractors shall comply with all legal and contractual requirements.

XIX. ENERGY CONTROL (LOCK-OUT/TAG-OUT)

- A. Any time a Subcontractor employee is servicing or maintaining a machine or piece of equipment (point of operation) where an unexpected start-up or release of stored energy (electrical, mechanical, hydraulic, pneumatic, chemical, gravity, etc.) could cause injury, all equipment and systems must be de-energized using proper lockout/tagout procedures before that work is performed, unless the particular activity is exempt from lock-out/tag-out under applicable occupational safety and health laws, rules, and regulations and performed in accordance with those regulations.
- B. Subcontractor employees shall only use locks designated for lockout/tagout.
- C. Lockout tags used by Subcontractor employees must have a place for their name, cell phone number and date.
- D. Zip or wire ties, string, cords, or tags only are not considered acceptable equipment for lockout/tagout purposes. Tags must always be accompanied by a lock and key.

XX. CRANES

- A. Crane operators must submit a copy of their valid training records and certification to the Company before they perform any type of lift on site.
- B. Daily inspections are required on all cranes before and during use. Daily inspection records shall be kept and made available to the Company upon Company request.
- C. Annual crane inspections, along with daily inspections, must be performed onsite and in the crane.
- D. Tag lines must be used for all loads. Tag lines will help control the load in windy conditions that may cause the load to swing, rotate, or become unbalanced.

- E. Subcontractors using cranes must post a copy of the crane hand signals that will be used.
- F. Subcontractors shall comply with the manufacturer's recommended maintenance and safety requirements.
- G. During the lift, no person can be underneath or in any area close to the lifted object where they could be impacted by an unexpected fall or movement of the lifted object.

XXI. HELICOPTER "EXTERNAL LIFT"

- A. Helicopter cranes shall comply with (i) applicable occupational safety and health laws, rules, and regulations; and (ii) worksite safety rules and those rules promulgated by the Company's customer.
- B. Subcontractors shall comply with all of the manufacturer's recommended maintenance and safety requirements.

XXII. HOUSEKEEPING

The worksite must be kept clean and free from hazards. Housekeeping must be conducted on a daily basis. The Company may issue a stop work order if housekeeping on the site is disregarded.

XXIII. POWERED INDUSTRIAL VEHICLES / FORKLIFTS

- A. Only trained and authorized individuals will be permitted to operate powered industrial equipment.
- B. Personnel must not stand or pass under the elevated portion of any vehicle, whether loaded or empty. The Subcontractor is responsible for placing appropriate warning signs or controlling access when work is done near doorways where personnel may inadvertently walk into the hazard area.
- C. When a powered industrial vehicle is left unattended the in addition to any precautions required by law or the contract, the following precautions must be taken:
 - 1. Load engaging means must be fully lowered
 - 2. Controls must be neutralized
 - 3. Power must be shut off
 - 4. Brakes must be set.
 - 5. Wheels should be blocked if the vehicle is parked on an incline.
- D. Powered industrial vehicles / forklifts shall be inspected daily before being placed into service.

XXIV. CONFINED SPACE

In addition to any precautions required by law or the contract, the entry into a confined space without the proper training, personal protective equipment and safety equipment is prohibited.

XXV. HAZARD COMMUNICATION

- A. All Subcontractors shall share information with one another and the Company regarding the hazardous materials that they are working with on site.
- B. Each Subcontractor is responsible for maintaining accessible safety data sheets for products it brings on site and for training its personnel on the proper handling, storage and disposal requirements of hazardous materials. Upon request, Subcontractors shall submit to the Company, a chemical inventory list and safety data before onsite work begins.

XXVI. JOB SITE ACCESS

- A. Subcontractors and their visitors shall follow the Company or its customer's Access and Security Requirements when entering and exiting the job site.
- B. Subcontractors and their visitors shall follow the Company or its customer's Vehicle Access Requirements while at the job site.

XXVII. ENVIRONMENTAL AND WASTE MANAGEMENT COMPLIANCE

- A. All Subcontractors agree to abide by all (i) applicable environmental, occupational safety and health laws, rules, and regulations; and (ii) worksite environmental rules and those rules promulgated by the Company's customer.
- B. All Subcontractors performing services related to environmental compliance, planning, or remediation shall provide written assurance that they have, and will maintain in effect, all required certifications and insurance that provides coverage for risks resulting from the release of hazardous substances or contaminants to the worksite and the environment.
- C. Subcontractors should refer to the safety data sheet for the proper storage and handling of chemicals.

- D. All Subcontractors shall be responsible for the removal of all hazardous wastes or substances generated during their onsite work.
- E. All Subcontractors agree to indemnify the Company and its customer against any claim by any entity, private or governmental in nature, arising out of environmental contamination caused or exacerbated by the Subcontractor during the course of its work.
- F. All Subcontractors shall respond to spills and to releases of hazardous substances, dispose of contaminated clean-up materials, and dispose of contaminated soils in accordance with (i) applicable environmental, occupational safety and health laws, rules, and regulations; and (ii) worksite environmental rules and those rules promulgated by the Company's customer. All Subcontractors must also report immediately each spill or release event to the onsite Company project manager/representative.

XXVIII. ADDITIONAL REQUIREMENTS/CONSIDERATIONS

- A. In addition to the safety requirements otherwise required by this Agreement, Subcontractor shall comply with all safety requirements for the Project including but not limited to the Company's customer worksite safety requirements and any and all higher tier and Subcontractor safety programs, procedures and rules. Subcontractor shall also comply with all laws, rules and regulations of any governmental body that has jurisdiction over the project. To the extent that there is more than one safety rule, regulation or law that applies to a given activity of the Subcontractor, the more stringent rule shall apply. Subcontractor shall advise all higher tier subcontractors and subcontractors of all safety issues not otherwise covered by any of the requirements of this Agreement. To the extent that the Subcontractor seeks to vary, change, or otherwise alter any required safety practice, application or procedure, then the Subcontractor will complete a job hazard analysis. If Subcontractor varies, changes, or otherwise alters any safety practice, application, or procedure, then Subcontractor assumes complete and exclusive responsibility and liability for such change.
- B. Subcontractor, by signing this Agreement, represents that it shall take all necessary precautions while performing its work to ensure the safety of its personnel, the personnel of other subcontractors and third parties.
- C. Subcontractor represents that it has studied and is familiar with all of the applicable requirements promulgated by any government authority, including, without limitations, the applicable requirements for the Occupational Safety and Health Act (OSHA); all applicable regulations published in 29 CFR parts 1910 and 1926; all applicable state occupational safety and health acts and any applicable regulations promulgated thereunder; and any other lawful orders of any public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss; as well as any safety or health programs published by any higher tier contractor, the Company and its customer. Upon request, Subcontractor shall provide a written safety program that complies with these governmental requirements and safety and health programs.
- D. Subcontractor agrees that it shall be liable for the actions, failures to act, failure to comply with these Subcontractor Safety Specifications, or violation of any laws by any of its subcontractors, agents and/or personnel.
- E. Subcontractor agrees that, if an action is undertaken against the Company for violations of any governmental safety requirements by the Subcontractor and/or its subcontractor(s), agents or personnel, Subcontractor shall indemnify and hold harmless the Company and its customer for all costs, damages and penalties assessed against the Company and its customer or related to this action including attorney's fees incurred in the defense or appeal of such action.
- F. Subcontractor agrees that it is an independent contractor. These Subcontractor Safety Specifications do not give the Company the power to direct and control the day-to-day activities of the Subcontractor or of create a relationship of employer/employee, partners, joint ventures, co-owners, principal-agent, or otherwise participants in a joint or common.

ATTACHMENT 9-A – ZERO HARM BEHAVIORS

Zero Harm Behaviors



Stop work

It is your responsibility to stop work and report risks that you cannot mitigate.



Working at height

Only use approved work at height equipment that is appropriate for the task.



Lock out, tag out

Lock out, tag out saves lives – comply with all steps of the LOTO process at all times.



Electrical work

Never work on live equipment, including troubleshooting and diagnostic testing, unless it is the only possible option for diagnostic testing.



Confined spaces

You need a permit to work in a confined space and you must verify that all required control measures are in place.



Chemical exposure

Protect yourself: know the chemical hazards, properties and precautions.



Hot work

Hot work (welding, burning, brazing, grinding, flame cutting, etc.) is NOT permitted unless adequate control measures are in place.



Safe driving

Avoid distracted driving. Keep your mind and eyes on the task to stay safe.



Traffic on site

Keep your mind and eyes on the task to stay safe.



Lifting

Lifting and handling can cause serious injuries. Think before you lift and consider using lifting equipment.



PPE

Do not start work without wearing all required PPE. All PPE must be in good condition and the user trained on its correct use.

The power behind your mission



Zero Harm

SUBCONTRACT TERMS AND CONDITIONS (US)

ATTACHMENT 10 – BACKGROUND CHECKS AND SUBSTANCE TESTING

THIS ATTACHMENT 10 SHALL **NOT** APPLY TO SUBCONTRACTOR PERSONNEL WHO DO **NOT** HAVE ACCESS TO JCI AND/OR JCI CUSTOMER PREMISES, WORKSITES, OR CONFIDENTIAL INFORMATION.

IF ANY TERMS OF THIS ATTACHMENT 10 ARE INVALID OR UNENFORCEABLE UNDER ANY APPLICABLE STATUTE, REGULATION, ORDINANCE, EXECUTIVE ORDER OR OTHER RULE OF LAW, THE TERM WILL BE DEEMED REFORMED OR DELETED AS THE CASE MAY BE, BUT ONLY TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW. TO THE EXTENT PERMITTED BY LAW, THIS ATTACHMENT 10 APPLIES TO PERSONNEL SUBJECT TO A COLLECTIVE BARGAINING AGREEMENT.

Performing Work for JCI is conditioned upon Subcontractor's implementation and administration of policies and procedures that provide for Substance Testing and Background Checks of all Subcontractor personnel having access to JCI's or JCI Customer's premises ("Worksite") and/or JCI's or JCI Customer's Confidential Information prior to performing any Work. Subcontractor is responsible for developing and administering such policies at its expense.

1. **Substance Testing.** **NOTE:** Subcontractor personnel subject to U.S. Department of Transportation ("DOT") testing due to the nature of the work to be performed, shall abide by the levels set by the DOT regulations.
 - a) "Substance Testing" means the analysis of urine, saliva, or breath; however, at times circumstances may warrant additional testing methods.
 - b) "10-Panel Drug Test" means testing by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of the following drugs or their metabolites: marijuana, cocaine, phencyclidine, opiates, methaqualone, methadone, amphetamines, barbiturates, benzodiazepines and propoxyphene.
 - c) "Reasonable-Suspicion" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - i) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - ii) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - iii) A report of drug use, provided by a reliable and credible source.
 - iv) Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 - v) Information that an employee has caused, contributed to, or been involved in an accident while at work.
 - vi) Evidence that a person has used, possessed, sold, solicited, or transferred drugs while working or while on the worksite or while operating the Subcontractor's vehicle, machinery, or equipment.
 - d) **Confidentiality.** Results of individual Substance Tests shall not be disclosed to JCI. Subcontractor must maintain records of such tests and such records are subject to compliance audits by JCI during the term of the Agreement and for six years after termination or expiration of the Agreement. The results of Substance Tests performed for Reasonable-Suspicion or accident/incident investigations (as described below) must be disclosed to JCI upon request. Audit results will be treated as confidential to protect the privacy of personnel.
 - e) **Requirements.** At a minimum, testing shall be performed as follows:
 - i) Pre-employment;
 - ii) Upon Reasonable-Suspicion (as defined above) by JCI that a Subcontractor's personnel performing the Services has consumed or is in possession of any substance or item prohibited by this policy; and
 - iii) When requested by JCI, immediately following any incident that results in a recordable bodily injury, as defined by OSHA, or damage to real or personal property not owned by the Subcontractor's personnel.In addition, any substance testing, following an incident requiring DOT Substance Testing as regulated and described by DOT (FHA, RSPA, USCG) must be strictly followed. Substance Testing may also be required following a near-miss incident. A "near-miss incident" is any incident that, if it had proceeded to a reasonably possible and more serious level of development, would have had the potential for personal injuries, property damage, or serious liability claims.
 - f) **Refusal to be tested.** Any Subcontractor personnel who refuse to sign a consent form or submit to testing will not be allowed to work on any JCI project.
 - g) **Subcontracts.** In all cases where Subcontractor is permitted to employ sub-subcontractors, Subcontractor is responsible for ensuring that such sub-subcontractor's Personnel comply with these requirements. Contracts between Subcontractor and sub-subcontractors must

SUBCONTRACT TERMS AND CONDITIONS (US)

stipulate that JCI has the right to audit sub- subcontractor's compliance.

h) **Consent Forms.** Subcontractor must provide notice to and obtain signed consents from its personnel who are subject to these requirements to release to JCI, at JCI's request, the results of any Substance Testing performed.

2. **Additional Requirements.** Subcontractor understands and will communicate to its personnel that the use, possession, concealment, transportation, promotion, or sale of the following substances is strictly prohibited on any JCI Worksite. Any Subcontractor personnel in violation of these provisions shall be removed from the Worksite and prohibited from performing work on any JCI project. Prohibited substances and materials are:

- a) any alcoholic beverage;
- b) any substance that the individual may not sell, use, or distribute under the laws of the state in which the Services are to be performed; and
- c) any otherwise legal, but illicitly-used substances. Otherwise legal, but illicitly-used substances include prescription drugs obtained without proper medical authorization, and prescribed drugs, over-the-counter drugs, and other substances not being used for their intended purposes or at the intended dosage.

3. **Background Checks.** For each of Subcontractor's personnel who are to be dispatched to a JCI Worksite or who will otherwise be performing Work, Subcontractor shall obtain at Subcontractor's expense a background check ("Background Check") that meets or exceeds the following standards or such other standards as required by JCI's customer. Subcontractor personnel may not perform Work until Subcontractor has certified in writing that such person has passed such Background Checks. JCI may, at its sole discretion, perform random audits to ensure that the certifications are accurate and/or require periodic Background Checks. The Background Check performed for personnel in the United States must include:

- National Address Locator
- Social Security Number ("SSN") Trace
- National Criminal File Search (including sex offender registry and terrorist watch lists)
- 7-year Criminal History Search in each county the applicant lived including up to three aliases based on the SSN Trace
- 10-year Federal Criminal Search
- Employment Verifications (for all employers in last 7 years)
- I-9 eVerify (US) or equivalent
- Professional License & Certificate Confirmation

For personnel outside the U.S. a comparable check shall be performed. The certification must state that the person has not, during the previous seven years, been convicted of or pled guilty, no contest or nolo contendere to a crime (felony or misdemeanor) involving a breach of trust, dishonesty or violence.

4. **Ongoing Duty to Inform.** Under penalty of perjury, all Subcontractor personnel who are to be dispatched to a JCI Worksite, must agree to inform their employer or the party with whom they are under contract, within forty-eight (48) hours if convicted of any disqualifying offense while such person is under contract in that capacity.

SUBCONTRACT TERMS AND CONDITIONS (US)

Attachment 11 - US Federal Acquisition Regulation Flow Down Clauses

APPLICABILITY: The Subcontract that this Exhibit is a part of is placed pursuant to a U.S. Government prime or subcontract and, in addition to and without limiting other attachments, the provisions, laws and regulations written in the Exhibit apply to Subcontractor. When reading FAR clauses as between JCI and Subcontractor, replace "Government", "United States", or any reference to a contracting officer with "JCI", and replace "contractor" with "Subcontractor."

FAR CLAUSES INCORPORATED BY REFERENCE: The clauses contained in the respective Government agency regulations, and the Federal Acquisition Regulations (FAR) from the prime contract are incorporated herein. The Subcontractor may review the full text of the referenced clauses on the internet at <https://www.acquisition.gov/far/>. Moreover, if, from time to time, the Government revises or amends these clauses and they are incorporated into or applied to JCI's prime contract or higher tier subcontract, the same revised or amended clauses shall be incorporated herein and applied to this Subcontract. The "Subcontract Documents" consist of this Subcontract Agreement (including all documents attached hereto or incorporated herein by reference) and the Prime Contract flow down provisions, which shall be provided to Subcontractor as a separate document at its request. Dollar thresholds listed below apply to this Subcontract as the terms of that clause require.

The provision of the clauses set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. Clauses made inapplicable by the reference or by the type of order or contract (e.g. order or contracts for services instead of supplies/equipment) are self-deleting. All other FAR or other agency clauses referenced or provided in full text in the prime contract are hereby flowed down to the Subcontractor if applicable to the order or subcontracted effort. The Subcontractor acknowledges that it is aware of and will comply with required FAR flow down terms and conditions.

GOVERNMENT SUBCONTRACT This Subcontract is entered into by the Parties in support of a U.S. Government contract. As used in the clauses referenced below and otherwise in this Contract:

1. "Commercial item" means a commercial item as defined in FAR 2.101.
2. "Prime Contract" means the contract between Johnson Controls and the U.S. Government or between Johnson Controls and its higher-tier contractor who has a contract with the U.S. Government.
3. "Subcontract" means this order, contract or purchase order.

Federal Acquisition Regulations Flow Down Clauses (in dollar threshold order) (1)(2)		
FAR Reference	Title	Dollar Threshold
FAR 52.203-3	Gratuities	All, if in prime
FAR 52.203-19	Prohibition on requiring certain internal confidentiality agreements	All, if in prime
FAR 52.204-2	Security Requirements (08/1996)	All, if in prime
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (01/2011)	All, if in prime
FAR 52.204-10	Reporting Executive Compensation & First Tier Subcontract Awards (08-2012)	All, if in prime
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information System (not applicable to COTS only orders)	All, if in prime
FAR 52.204-23	Prohibition on contracting for hardware, software, and services development or provided by Kaspersky Lab Covered Entities	All, if in prime
FAR 52.204-25	Prohibition on contracting for Certain Telecommunications and Video Surveillance Services or Equipment	All, if in prime
FAR 52.204-27	Prohibition on ByteDance Covered Application	All, if in prime
FAR 52.204-30	Federal Acquisition Supply Chain Act Orders	All, if in prime
FAR 52.209-5	Certification Regarding Responsibility Matters (04/2010)	All, if in prime
FAR 52.211-11	Liquidated Damages – Supplies, Services or Research and Development (09/2000)	All, if in prime
FAR 52.211-12	Liquidated Damages – Construction (09/2000)	All, if in prime
FAR 52.211-15	Defense Priority and Allocation Requirements (04/2008)	All, if in prime
FAR 52.222-34	Project Labor Agreement (05/2010)	All, if in prime
FAR 52.222-41 (3)	Service Contract Labor Standards	All, if in prime
FAR 52.222-50	Combating Trafficking in Persons (02/2009)	All, if in prime

SUBCONTRACT TERMS AND CONDITIONS (US)

FAR 52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (02/2009)	All, if in prime
FAR 52.222-51	Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment (11/2007)	All, if in prime
FAR 52.222-62 (3)(4)	Paid Sick Leave under Executive Order 13706	All, if in prime
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (12/2007)	All, if in prime
FAR 52.224-2	Privacy Act (04/1984)	All, if in prime
FAR 52.225-13	Restrictions on Certain Foreign Purchases (06/2008)	All, if in prime
FAR 52.227-1	Authorization and Consent (12/2007)	All, if in prime
FAR 52.227-2	Notice & Assistance Regarding Patent & Copyright Infringement (12/2007)	All, if in prime
FAR 52.227-3	Patent Indemnity (04/1984)	All, if in prime
FAR 52.227-10	Filing of Patent Application – Classified Subject Matter (12/2007)	All, if in prime
FAR 52.227-11	Patent Rights – Ownership by the Contractor	All, if in prime
FAR 52.227-13	Patent Rights – Ownership by Contractor (12/2007)	All, if in prime
FAR 52.228-5	Insurance – Work on a Government Installation (01/1997)	All, if in prime
FAR 52.229-3	Federal, State and Local Taxes (04/2003)	All, if in prime
FAR 52.232-27	Prompt Payment for Construction Contracts (10/2008)	All, if in prime
FAR 52.236-2	Differing Site Conditions (04/1984)	All, if in prime
FAR 52.236-7	Permits and Responsibilities (11/1991)	All, if in prime
FAR 52.236-13	Accident Prevention (11/1991)	All, if in prime
FAR 52.242-15	Stop Work Order	All, if in prime
FAR 52.244-6	Subcontract for Commercial Items (10/2010)	All, if in prime
FAR 52.245-1 (Alt 1)	Government Property (04/2012)	All, if in prime
FAR 52.245-2	Government Property (Installation Operation Services)(04/2012)	All, if in prime
FAR 52.246-2	Inspection of Supplies	All, if in prime
FAR 52.246-4	Inspection of Services	All, if in prime
FAR 52.246-20	Warranty of Services (05/2001)	All, if in prime
FAR 52.246-21	Warranty of Construction (03/1994)	All, if in prime
FAR 52.247-63	Preference for U.S. Flag Air Carriers (06/2003)	All, if in prime
FAR 52.247-64	Preference of Privately Owned U.S. Flag Vessels (02/2006) v	All, if in prime
FAR 52.249-2	Termination for Convenience of the Government (Fixed Price) (04/2012)	All if in prime
FAR 52.249-8	Default – (Fixed-Price Supply and Service) (04/1984)	All, if in prime
FAR 52.249-10	Default – (Fixed-Price Construction) (04/1984)	All, if in prime
FAR 52.227-9	Refund of Royalties (04/1984)	>\$250
FAR 52.222-4	Contract Work Hours and Safety Standards Act– Overtime Compensation (07/2005)	>\$2,000
FAR 52.222-6 (4)	Davis Bacon Act (07/2005)	>\$2,000
FAR 52.222-7 (4)	Withholding of Funds (02/1998)	>\$2,000
FAR 52.222-8 (4)	Payrolls and Basic Records (07/2010)	>\$2,000
FAR 52.222-9 (4)	Apprentices and Trainees (07/2005)	>\$2,000
FAR 52.222-10 (4)	Compliance with Copeland Act Requirements (02/1988)	>\$2,000

SUBCONTRACT TERMS AND CONDITIONS (US)

FAR 52.222-11 (4)	Subcontracts (Labor Standards) (07/2005)	>\$2,000
FAR 52.222-12 (4)	Contract Termination – Debarment (02/1988)	>\$2,000
FAR 52.222-13 (4)	Compliance with Davis-Bacon and Related Act Regulations (02/1988)	>\$2,000
FAR 52.222-14 (4)	Disputes Concerning Labor Standards (02/1988)	>\$2,000
FAR 52.222-15 (4)	Certification of Eligibility (02/1998)	>\$2,000
FAR 52.222-41	Service Contract Act (11/2007)	>\$2,500
FAR 52.219-28	Post Award Small Business Representation (04/2012)	>\$10,000
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (08/2010)	>\$10,000
FAR 52.222-21	Prohibition of Segregated Facilities (02/1999)	>\$10,000
FAR 52.222-40	Notice of Employee Rights Under the NLRA (10/2010)	>\$10,000
FAR 52.222-36	Affirmative Action for Workers with Disabilities (10/2010)	>\$15,000
FAR 52.225-8	Duty Free Entry (10/2010)	>\$250,000
FAR 52.209-6	Protecting the Govt's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (12/2010)	>\$35,000
FAR 52.248-1	Value Engineering – Construction (10/2010)	>\$250,000
FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (09/2010)	>\$150,000
FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (10/2010)	>\$150,000
FAR 52.223-3	Hazardous Material Identification and Material Safety Data	If Order Calls for Hazardous Materials
FAR 52.223-5	Pollution Prevention and Right-to-Know Information.	All, if in prime
FAR 52.223-11	Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons	If Order includes products or services under FAR 23.109(d)(1)
FAR 52.203-6	Restriction on Subcontractor Sales to the Government (09/2006)	>\$250,000
FAR 52.203-7	Anti-Kickback Procedures (10/2010)	>\$150,000
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (07/2007)	>\$150,000
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (10/2010)	>\$150,000
FAR 52.203-16	Preventing Personal Conflict of Interest (12/2011)	>\$250,000
FAR 52.215-2	Audits and Records – Negotiation (10/2010)	>\$250,000
FAR 52.215-14	Integrity of Unit Prices (10/2010)	>\$250,000
FAR 52.215-23	Limitations on Pass Through Charges (10/2009)	>\$250,000
FAR 52.219-8	Utilization of Small Business Concerns (01/2011)	>\$250,000
FAR 52.222-54 (5)	Employment Eligibility Verification (07/2012)	>\$250,000
FAR 52.248-1 (5)	Value Engineering (10/2010)	>\$250,000
FAR 52.228-15	Performance and Payment Bonds – Construction (10/2010)	>\$150,000
FAR 52.219-9	Small Business Subcontracting Plan (01/2011)	>\$750,000
FAR 52.219-16	Liquidated Damages – Subcontracting Plan (01/1999)	>\$750,000
FAR 15.406-2	Certificate of Current Cost or Pricing Data	>\$2,000,000
FAR 52.214-26	Audit and Records – Sealed Bidding (10/2010)	>\$2,000,000
FAR 52.214-28	Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding (10/1997)	>\$2,000,000

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FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (08/2011)	>\$2,000,000
FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (08/2011)	>\$2,000,000
FAR 52.215-12	Subcontractor Cost or Pricing Data (10/2010)	>\$2,000,000
FAR 52.215-13	Subcontractor Cost or Pricing Data – Modification (10/2010)	>\$2,000,000
FAR 52.215-19	Notification of Ownership Changes (10/1997)	>\$2,000,000
FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (10/2010)	>\$2,000,000
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (10/2010)	>\$2,000,000
FAR 52.203-13	Contractor Code of Business Ethics and Conduct (04/2010)	>\$6,000,000
FAR 52.203-14	Display of Hotline Posters (12/2007)	>\$6,000,000

Defense Federal Acquisition Regulations Flow Down Clauses		
252.204-7004	Antiterrorism Awareness Training for Contractors	All, if in prime
252.204-7012 (15)	Safeguarding Covered Defense Information and Cyber Incident Reporting	All, if in prime
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment and Services	All, if in prime
252.204-7020 (15)	NIST SP 800-171 DoD Assessment Requirement	All, if in prime
252.204-7021 (15)	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	All, if in prime
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	All, if in prime
252.227-7013	Rights in Technical Data - Other Than Commercial Products and Commercial Services	All, if in prime
252.219-7003	Small Business Subcontracting Plan (unless Seller is a small business)	>\$750,000
252.203-7003	Agency Office of the Inspector General	>\$6,000,000
252.203-7004	Display of Fraud or Hotline Posters	>\$6,000,000

Clauses for Buy American Act Domestic Preference Requirements (6)		
FAR 52.225-1 (7)	Buy American Act – Supplies (02/2009)	>\$10,000
FAR 52.225-3 Alt 1 (8)	Buy American Act – Free Trade Agreements – Israeli Trade Act (11/2012)	>\$50,000
FAR 52.225-3 Alt 2 (9)	Buy American Act – Free Trade Agreements – Israeli Trade Act (11/2012)	>\$50,000
FAR 52.225-3 (10)	Buy American Act – Free Trade Agreements – Israeli Trade Act (11/2012)	>\$100,000
FAR 52.225-5 (11)	Trade Agreements (11/2012)	>\$183,000
FAR 52.225-9 (12)	Buy American Act – Construction Materials (10/2010)	<\$6,708,000
FAR 52.225-11 Alt 1 (13)	Buy American Act – Construction Materials under Trade Agreements (11/2012)	>\$6,708,000
FAR 52.225-11 (14)	Buy American Act – Construction Materials under Trade Agreements (11/2012)	>\$12,001,460

Veteran's Rule: The Contractor and Subcontractor shall abide by the requirements of 41CFR60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Disability Rule: This contractor and subcontractor shall abide by the requirements of 41CFR60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractor to employ and advance in employment qualified individuals with disabilities.

SUBCONTRACT TERMS AND CONDITIONS (US)

Notes:

- (1) All dollar amounts are inclusive, for example ">\$100,000" means "greater than or equal to \$100,000." (2) The list assumes that the relevant FAR clauses are, in fact, in the prime contract.
- (3) Clauses apply to service work within the U.S..
- (4) Clauses apply to construction, alterations or repairs within the U.S.
- (5) This clause is not applicable for COTS or subcontracts with a period of performance of less than 120 days.
- (6) Dollar thresholds for Buy American requirements apply to the value of the Prime Contract
- (7) Applies to Non-DoD federal supply prime contracts valued between \$3,000 and \$25,000.
- (8) Applies to Non-DoD federal prime contracts valued at or above \$25,000 and less than \$50,000. (9) Applies to Non-DoD federal prime contracts valued at or above \$50,000 and less than \$70,079. (10) Applies to Non-DoD federal prime contracts valued at or above \$70,079 and less than \$203,000. (11) Applies to Non-DoD federal supply prime contracts.
- (12) Applies to Non-DoD construction prime contracts valued less than \$7,804,000.
- (13) Applies to Non-DoD construction prime contracts valued at or above \$7,804,000 and \$9,110,318.
- (14) Applies to Non-DoD construction prime contracts valued above \$9,110,318.
- (15) If covered defense information ("CDI") which is unclassified controlled technical information or other information, as described in the Controlled Unclassified Information ("CUI") Registration at www.archives.gov/cui/registry/category-list.html, is provided to the Subcontractor by or on behalf of the U.S. Department of Defense ("DoD") in support of the performance of this Subcontract; or collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of this Subcontract.