



SUB-CONSULTANT AGREEMENT

This **AGREEMENT** is effective upon the “Posting Date” of **Sub-Consultant’s** professional profile on 4C Solutions’ Platform, by and between “Sub-Consultant” and 4C Solutions, LLC, a company organized under the laws of Colorado (hereinafter referred to as “4C Solutions” or "**Consultant**"). Consultant and Sub-Consultant are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties.”

WITNESSETH:

WHEREAS, Consultant facilitates the engagement of Professional Services and Resources contracted to owner entities, and to certain prime contractors, who operate in the Power, Communications, Pipelines, Petrochemical, Gas & Electric Utilities, Transportation and Alternative Energy Sectors of Infrastructure. ("Client(s)") and,

WHEREAS, Sub-Consultant represents and warrants that it is qualified and capable of providing Services through the Consultant’s Agreement(s) with Client(s), and,

WHEREAS, Consultant desires to engage Sub-Consultant, from time to time, to perform certain tasks, related technical services and provide certain deliverables (the “Work”) for Client(s), according to the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the reciprocal promises and covenants herein contained, the Parties hereto agree as follows:

1. ENGAGEMENT FOR WORK: Consultant engages Sub-Consultant to perform Services for Client(s) with whom Consultant has a Master Services Agreement (“MSA”) or Project Specific Contract. Each such engagement for Services shall be commenced upon acceptance of a written Work Order, in substantially the form attached as Exhibit "A," dated and signed by authorized representative(s) of Consultant and Sub-Consultant, identifying the Client(s) and generally defining the Scope of Services (“The Work”) to be performed by the Sub-Consultant. Except for items to be furnished by Consultant or Client(s) as provided in a Work Order, Sub-Consultant agrees to furnish all labor, equipment, material, supplies, and tools necessary to perform the Services. Prior to engagement to Work for a Client, Sub-Consultant shall communicate to negotiate its fee structure with Client through Sub-Consultant’s assigned 4C Solutions email. In addition, Sub-Consultant warrants and represents that it shall only submit invoices for Client Work to 4C Solutions. Sub-Consultant shall only accept payment for the Work from 4C Solutions. It is understood and agreed that all billing submittals and communications through 4C Solutions platform(s) may be monitored for Agreement compliance.

2. STANDARD OF PERFORMANCE:

A. Sub-Consultant shall perform the Work expeditiously and, in a manner, consistent with the highest level of care and skill exercised by other professionals engaged in the same profession and working under like conditions. Sub-Consultant agrees to timely render all Services and agrees to devote sufficient time and attention to ensure quality performance of the work.

B. Sub-Consultant shall inform itself of, and comply with, all applicable laws, ordinances, regulations, codes, standards, and other rules of federal, state, county, and municipal jurisdictions where the Services are to be performed.

3. CHANGE ORDERS: Changes to the Work shall be made only by an "Approved Change Order" with specific reference to Exhibit "A," on a form provided by the Consultant, substantially in the form of Appendix "1". Change Orders will specify changes in scope, duration, and budget. An authorized representative of Client(s) and the Sub-Consultant must sign Change Orders, for additional or changed Work or Schedule before such Change is authorized or commenced.

4. TERM: This Agreement shall be in effect for a term of one year beginning on the day and year first written above or such other date as Consultant and Sub-Consultant shall agree. This Agreement shall automatically renew upon the anniversary date, in each successive year unless previously terminated by notice delivered under paragraph 5.

5. TERMINATION: Consultant, upon transmittal of written notice to Sub-Consultant, may terminate this Agreement and any Engagement hereunder at any time without liability. Consultant shall have the right to terminate Sub-Consultant immediately, with or without cause, and certainly for any violation of Consultant's or of Client(s)' policies. It is expressly understood that Sub-Consultant shall perform the Work directly for Client(s) and Sub-Consultant agrees that it serves at the pleasure of Client(s) and shall inform itself fully and comply with all of Client(s)' workplace conduct and safety rules, regulations, and practices. Sub-Consultant agrees to execute such Non-Disclosure Agreements as requested by Client(s) or Consultant to protect Client(s)' or Consultant's confidential information and intellectual property rights.

6. EXHIBITS: Exhibits "A" ("Work Order"), "B" ("Invoice"), "C" ("Sub-Consultant's Insurance Certificates"), and "D" ("Professional Licenses and Certificates") attached hereto are hereby incorporated by reference and made a part of this Agreement.

7. INVOICING: Sub-Consultant shall submit invoice(s) within 5 business days after the first (1st) and sixteenth (16th) day of each month for the previous half-month (i.e. 1st through 15th; 16th through month end) of services and related expenses, as specified on Exhibit "B". Invoices must include proper documentation meeting Client(s)' specifications and requirements for all costs and expenses. Each invoice shall contain prior written approval by authorized representative of Client(s). Sub-Consultant shall submit all invoices, showing the Project Number and any Work Order number, along with copies of all receipts and supporting cost and expense documentation through Consultant's Web Portal in accordance with Exhibit "B".

8. PAYMENT: Sub-Consultant agrees to accept payment as specified on Exhibit "A", Work Order. Sub-Consultant shall receive payment(s) within Ten (10) business days of Consultant's receipt of Invoice payment from Client(s).

9. AUDIT: Sub-Consultant shall maintain all books and records with respect to the Work, and all receipts for expenses for two (2) years following completion of Work. Consultant shall have the right to audit or to have audited and copy the books and records of the Sub-Consultant which in any way relate to the Work or this Agreement. When requested by the Consultant, the Sub-Consultant shall provide the auditors with access to all personnel, property and records, and cooperation of the Sub-Consultant's personnel, necessary to effectuate the audit or audits hereunder. The Sub-Consultant shall include identical audit provisions in its agreements with its own approved subcontractors and, upon request of the Consultant, shall secure equivalent rights and information from any or all its subcontractors.

10. INDEPENDENT CONTRACTOR: Sub-Consultant shall be and remain an independent contractor with control over the accomplishment of the Work. Sub-Consultant agrees to perform the Work as an independent contractor and is not authorized to represent itself as an employee of Consultant or Client(s).

11. ASSIGNMENT: This Agreement may not be assigned or subcontracted by Sub-Consultant in

whole or in part without the prior written consent of Consultant. The Sub-Consultant will identify in writing to the Consultant any lower tier subcontractors, vendors, and outside service providers engaged by Sub-Consultant with respect to any Engagement.

12. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on and inure to the benefit of the successors and/or assignees of the parties hereto.

13. PERMITS AND LICENSES: Sub-Consultant shall procure, at its expense, all permits, authorizations and licenses, pay all charges, fines and fees, and give all notices necessary and incident to the prosecution of the Services, except those approved in writing by Client(s).

14. INDEMNIFICATION:

A. Sub-Consultant agrees to protect, indemnify and hold harmless, the Consultant, its directors, officers, agents and employees, from every kind and character of damages, losses, expenses, demands, claims, and causes of action arising against Consultant, its directors, officers, agents, employees, on account of personal or property injuries, death claims, or any other claim arising from, growing out of or incident to the Work performed and operations conducted by Sub-Consultant or its subcontractors under this Agreement. Sub-Consultant at its own expense shall defend any suit or action brought against the Consultant based on any such alleged injury, death, or damage and shall pay damages, costs, and expenses, including attorney fees, in connection therewith. Sub-Consultant shall not be liable to Consultant for Consultant's indirect or consequential damages including loss of interest, earnings, or profit.

B. Sub-Consultant shall ensure that itself, its employees and those of its subcontractors and suppliers, who are not citizens of the United States, hold all documentation required under U.S. immigration law to lawfully work in the United States. Sub-Consultants shall indemnify and hold harmless, 4C Solutions, LLC, its affiliates, its Clients, their respective directors, officers, agents and employees from and against any expenses (including, but not limited to, attorney's fees, court costs and expert witness fees), loss, fine, sanction, penalty, lawsuit, judgement or other proceeding arising in connection with the violation or alleged violation of this obligation.

15. LIENS: Sub-Consultant agrees that all work shall be free from all laborers', materialmen's and mechanics' liens or encumbrance upon the real property of the Consultant or Client(s) arising out of the Services furnished by Sub-Consultant or any of its subcontractors under this Agreement, and shall keep said property free and clear of all liens, claims and encumbrances arising from the performance of this Agreement by Sub-Consultant or its subcontractors. Consultant herein reserves the right to require lien releases from Sub-Consultant, its subcontractors, suppliers, and vendors prior to final payment on this Agreement.

16. WARRANTIES: Sub-Consultant shall perform its duties hereunder consistent with generally accepted industry standards, consistent with the state of art within the industry; but Sub-Consultant's liability in the event of default, error, omission, or failure (collectively called "defect") in any of Sub-Consultant's Services under this Agreement shall be limited to work product defects arising out of its negligence and further limited to the correction of defects in Services originally undertaken by Sub-Consultant, by Sub-Consultant re-performing the defective portion of the Services without additional cost to Consultant or Client(s), provided Sub-Consultant is notified in writing of such defect within one (1) year after completion or termination of Sub-Consultant's Services under each separate assignment undertaken pursuant to this Agreement and any amendments thereto, and such notice specifically includes a request for re-performance.

17. INSURANCE: Sub-Consultant shall obtain, pay for, and maintain the minimum insurance coverage amounts and corresponding conditions set forth in Exhibit "A" attached hereto. The limits set

forth are minimum limits and shall not be construed to limit Sub-Consultant's liability.

18. ALCOHOL AND DRUG POLICY:

A. Sub-Consultant, while on Consultant's or Client(s)' premises or engaged in work on behalf of Client(s), shall refrain from the consumption or possession of alcoholic beverages. Sub-Consultant understands that Consultant maintains a drug-free workplace as required by law and agrees to comply with Client(s) standards, policies and procedures pertaining to this requirement. Sub-Consultant will adhere to respective Client(s)' alcohol and drug abuse prevention program which may include, but not be limited to, drug testing and certification of such testing of Sub-Consultant, its subcontractors and its employees as appropriate and to the extent required by law and/or regulation, and shall submit to drug and alcohol testing at the direction of Client(s).

B. Notwithstanding any other provision of this Agreement, violation of this section by Sub-Consultant's or its affiliated personnel will result in immediate removal of offender(s) from the Consultant's or Client(s) premises and/or assignment.

19. CONFIDENTIALITY: Sub-Consultant acknowledges that all Work Orders pursuant to this Agreement or to any Change Order and all information prepared therefrom are valuable proprietary information and that misuse or disclosure of such information shall cause substantial damage to the Consultant or Client(s). During the term of this Agreement, and subsequent to the end term of this Agreement, any and all information learned pursuant to such work performed shall be held in strict confidence by Sub-Consultant, and shall not be used by Sub-Consultant, its employees, or affiliates, other than in furtherance of the purposes of this Agreement. Any contracts entered into by Sub-Consultant relating to the work for the Client(s) or Consultant shall contain a provision which similarly restricts the use and disclosure of such information. At the end of the term of this Agreement all tangible materials pertaining to such information including documents, memoranda, and samples (if any) shall be delivered to and will remain the sole and exclusive property of the Client(s) or Consultant; provided that Sub-Consultant is not obligated to deliver its internal documents or information of its business plans or policies, other than that required to audit under Article 9 above. Notwithstanding anything in this Agreement to the contrary, the terms of this Agreement may be disclosed by either party if requested by competent governmental authority or required by law or legal process.

20. DISCLOSURE: Sub-Consultant shall not in any manner attempt to profit from the exploitation of information that is the property of Client(s) or Consultant. Sub-Consultant further agrees to cooperate with and disclose information to any third parties as requested and permitted in writing by Client(s) or Consultant.

21. GOVERNING LAW: The rights and obligations of the Parties to this Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without giving effect to choose of law principles thereof. The courts of Larimer County, Colorado shall have exclusive jurisdiction over this Agreement, and each of the Parties hereby consents to the exercise of jurisdiction over it by such courts and waives any objection to any action being brought in such courts based on any grounds including improper venue and forum non conveniens. In the event either party brings an action at law or in equity to enforce this Agreement or any of its terms, the Parties agree that such claims shall be referred, first to professional Mediation for the purpose of resolution in mutual good faith, with failure to mediate resulting in mandatory arbitration before a single arbitrator, and if the parties are unable to agree on a single arbitrator each shall pick its own arbitrator and those two shall pick a third, which person shall become the sole arbitrator to determine the matter. In such a proceeding the arbitrator shall reasonably limit the scope and number of depositions and other discovery to limit discovery solely to the material facts at issue in dispute and to not unduly dilate the proceedings or to delay the hearing and determination of the dispute.

The hearing shall be commenced within Thirty (30) Days of service of the Arbitration Demand and the award shall be entered within Thirty (30) Days of the first day of hearing; in any event, the substantially prevailing party in any such action shall be awarded its itemized receipts and reasonable attorneys fees up to, but not to exceed, \$5,000, its itemized receipts expert witness fees, up to, but not to exceed \$2,000, and other actual and reasonable receipts expenses incurred, including accrued compounding interest at 1.50% per month from Thirty (30) Days past the date of the determination through the date of collection. In addition, each Party shall bear and pay its proportionate share of Arbitration fees.

22. OBSERVANCE OF THE LAW: The Sub-Consultant shall comply, at Sub-Consultant's own expense, with all applicable provisions of the worker's compensation, unemployment compensation, sickness and disability, social security laws, The Fair Labor Standards Act and all other local, state and federal laws or regulations relating to employment and to the licensing and operation of Sub-Consultant and incident to the prosecution of the work. Upon request from Consultant, the Sub-Consultant shall submit evidence of compliance with or coverage or qualification under applicable laws or regulations.

23. NON-WAIVER OF DEFAULT: A waiver by either party of any one or more defaults by the other party hereunder shall not operate as a waiver of any future default or defaults, whether of a like or different character.

24. CONSTRUCTION: The wording used in this Agreement is the language chosen by the Parties to express their mutual intent and no rule of construction will be applied to change its plain meaning

25. COMPLETE AGREEMENT: This Agreement, including Exhibits A, B, C and D, which are by reference incorporated herein, constitute the entire Agreement between the Parties relating to the subject matter hereof. Both Parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the Agreement between the Parties, which supersedes all previous bids, proposals, contracts, understandings, and other undertakings between them. This Agreement may not be changed, modified, or amended except in writing and signed by both Parties. In the event of an express and irreconcilable conflict between this Agreement and any Exhibit, the provisions of this Agreement shall prevail.

26. GENERAL:

- A.** The invalidity or unenforceability of any provision or portion thereof of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision or portion thereof were omitted.
- B.** In the event that any provision of this Agreement is found to be in conflict with any applicable law or governmental regulation, then to the extent necessary to resolve such conflict and only to such extent, such provision is to be deemed amended so as to be in compliance with any such law or governmental regulation.
- C.** No waiver by either party of any one or more defaults by the other party in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or a different character.
- D.** This Agreement shall inure to the benefit of and be binding upon Sub-Consultant and Consultant and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have entered into, and executed, this Agreement as of the day and year first above noted herein.

