

**LENNOX AES HOLDINGS LLC  
SUBCONTRACTOR AGREEMENT**

<b>TO:</b>	National TAB Intelligence 1329 E. Kemper Road Suite 4210 Cincinnati, OH 45426	<b>SUBCONTRACT:</b>	27201
<b>PHONE NO:</b>	(513) 889-8214	<b>DATE:</b>	8/14/2024
<b>JOB #</b>	245189	<b>TRADE:</b>	Mechanical
<b>PROJECT:</b>	WG -Dayton, OH #05430	<b>PRICE:</b>	\$895.00
<b>MANAGER:</b>	Caleb Poole		
<b>LOCATION:</b>	4121 Hoover Ave Dayton, OH 45402		

This Agreement is made this day of 8/14/2024 (the "Effective Date"), by and between Lennox AES Holdings LLC, a Delaware limited liability company, with offices located at 2171 AL Hwy 229S, Tallassee, AL 36078 (hereinafter referred to as "AES" or "Contractor") and National TAB Intelligence, with offices located at 1329 E. Kemper Road Suite 4210 Cincinnati, OH 45426 (hereinafter referred to as "Subcontractor").

WITNESSETH: That AES and Subcontractor, for the consideration of the agreed upon scope and the mutual promises hereinafter contained, value of which is acknowledged as received by the parties hereto, agrees as follows:

**INCORPORATION OF PRIME CONTRACT**

1. Subcontractor will perform such labor as stipulated in accordance to the plans and specifications contained within the Agreement between the owner or lessor of the site (the "Owner") and the Prime Contractor (the "Prime Contract") pertaining to that job and pursuant to the terms of the contract between the Prime Contractor and AES (the "AES Contract"). If Subcontractor does not have a copy of the Prime Contract and/or a copy of the AES Contract, copies will be provided by AES upon request from Subcontractor. A purchase order issued to Subcontractor by AES ("Purchase Order") will incorporate and be subject to all the terms and conditions of this Agreement, including the terms of the Prime Contract and the AES Contract. In the event of a conflict between the terms of this Agreement and the terms of a Purchase Order, the terms of this Agreement will control.

**SCOPE OF WORK**

2. AES and Subcontractor agree that the Subcontractor is to furnish all labor as may be specified (hereinafter referred to as "Work"), including such layout, temporary services, providing all tools, equipment and supervision as shall be necessary to perform the specified Work according to such Purchase Orders, plans and specifications.

YOUR WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

Survey Scope:

Complete the excel survey sheet to the fullest extent possible.

This includes all of the following:

- RTU information – complete all items on survey
- Exhaust fan information – complete all items on survey
- Breaker panel information - complete all items
- Refrigeration questions - complete all items
- Split system information - complete all items if applicable.

**INCLUDING: .**

**EXCLUDING: .**

### **COMPENSATION**

3. AES will compensate Subcontractor for Work pursuant to the applicable Purchase Order. AES will pay undisputed invoices within sixty (60) days of the date Subcontractor's invoice is received by AES. Invoices will match the applicable Purchase Order regarding quantity and price and must include Subcontractor's name, Subcontractor's vendor number (if one is assigned by AES), AES's delivery address, products and Work being supplied (defined by part number, model number, or serial number), and other information reasonably requested by AES. AES will be excused from its obligation to pay invoices submitted more than sixty (60) days after completion of Work. AES may set off any loss, damage, liability, or claim AES may have against Subcontractor against any payment owing to Subcontractor.

### **CLEANING**

4. Subcontractor is responsible for daily clean-up and trash removal.

### **TIME/PROJECT SCHEDULE**

5. Time is of the essence in the performance of the labor specified in such Purchase Orders, and any failure by Subcontractor to progress the Work as required therein and as set forth in the contract shall constitute a material default of Subcontractor's obligations. Work covered must be commenced and completed pursuant to the Project Schedule (as specified in this Agreement, the Prime Contract, and/or the AES Contract) in sufficient time to allow all other work on this Project to be completed according to the Project Schedule. Subcontractor agrees to commence the Work when directed by AES and to diligently and continuously prosecute such Work and to coordinate the Work with other work being performed on the Project by other trades.

### **INDEMNITY**

6. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless AES, its affiliates, agents, directors, officers and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of or resulting from Subcontractor's Work; any personal injury, death, or property damage caused by Subcontractor or its employees, representatives, or agents; the acts or omissions of Subcontractor or its employees, subcontractors, representatives, or agents; breach of this Agreement by Subcontractor or its employees, subcontractors, representatives, or agents; any violation of any governmental laws, rules, regulations, ordinances, permits, licenses or orders by Subcontractor or its employees, subcontractors, representatives, or agents; and/or other obligations herein undertaken by Subcontractor. Subcontractor will not, without the written

consent of AES, as part of any settlement or compromise (i) admit to liability on the part of AES; (ii) agree to an injunction against AES; or (iii) settle any matter in a manner that separately apportions fault to AES.

### **INSURANCE**

7. Subcontractor agrees to carry and maintain for the duration of any project period, at its own cost, such insurance as will protect it from claims under the Worker's Compensation Laws of the State in which the Work is being performed in addition to Commercial General Liability, Automobile Liability, and Commercial Umbrella insurance in the limits as acceptable to AES, the Prime Contractor and Owner, as stated in Exhibit A attached hereto. The Subcontractor shall have its insurance company or companies, which are acceptable to AES, execute the Certificate of Insurance form and file a copy of same with AES prior to commencing Work on the Project. Should the Subcontractor fail or neglect to provide said insurance, AES shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to the Subcontractor any and all premiums paid by AES for and on account of said insurance.

### **NON-SOLICITATION**

8. **Employees.** During the Term of this Agreement and for 18 months thereafter, Subcontractor will not directly or indirectly hire AES' employees without AES' prior written consent. Notwithstanding the foregoing, this Agreement will not prohibit (i) solicitation through general public advertising or other publications of general public circulation or (ii) the hiring of any employee of AES or its affiliates who contacts Subcontractor without Subcontractor having solicited such employee.

9. **Customers.** During the Term of this Agreement and for 18 months thereafter, Subcontractor will not directly or indirectly sell to AES' contracted customers without AES' prior written consent. Notwithstanding the foregoing, this Agreement will not prohibit (i) solicitation through general public advertising or other publications of general public circulation or (ii) the selling of goods or services to any AES customer who contacts Subcontractor without Subcontractor having solicited the customer.

### **ASSIGNMENT**

10. Subcontractor shall not let, assign or transfer this agreement or any work described in a Purchase Order or any part thereof, or any interest therein, without the express written consent of AES.

### **TAXES**

11. Subcontractor will pay all social security and other taxes imposed upon it as an employer in connection with the performance and will furnish evidence, when required by AES, showing that all such payments required to be made have been paid. Subcontractor shall pay all local, state and federal taxes in connection with its Work.

### **LIENS**

12. Subcontractor will save and keep building or buildings free from all mechanic's liens and all other liens by reason of its Work.

## **SAFETY; WARRANTY**

13. Subcontractor represents and warrants that it is an expert in the Work and that all Work will be conducted safely. Subcontractor further represents and warrants that it will adhere to, and will cause its employees to adhere to, all AES safety rules and regulations, copies of which may be provided to AES or posted. To the extent the Work includes Subcontractor's removal of HVAC equipment from the jobsite, Subcontractor acknowledges that, to the extent the equipment contains refrigerant or other hazardous substances, it assumes responsibility for the removal and proper disposal of the refrigerant and compliance with all applicable safety and environmental laws and regulations. Subcontractor will defend and indemnify AES for any claims arising from Subcontractor's handling, removal, or disposal of refrigerant or other hazardous materials.

14. Subcontractor warrants that (a) the Work will be performed in a good and workmanlike manner and in accordance with generally accepted professional standards in the industry; (b) Subcontractor and its employees have the experience, skill, training, equipment, and ability necessary to perform the Work; (c) it will adhere to minimum safety procedures during the scope of the Work performed; and (d) it will comply with all applicable governmental laws, rules, regulations, ordinances, permits, licenses, and orders. Neither Subcontractor nor any of its employees or agents will represent or hold themselves out as "factory trained," "certified," "authorized," "endorsed," or any similar term implying AES's endorsement of their competence to perform Work or any other services, except on those products and systems for which they have attended and successfully completed all AES required training. Subcontractor does hereby provide a one-year warranty for labor and workmanship on all Work performed. This warranty is to commence on the date of Owner's possession, or opening date, whichever occurs first.

## **SAFETY**

15. Subcontractor accepts complete responsibility for the health and safety of its employees, the safety performance of the Work, compliance with safety procedures and policies issued by the Prime Contractor, Owner, and AES, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety and Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Prime Contractor, Owner, AES, and all other contractors and subcontractors in their respective safety programs. Subcontractor will immediately report all injuries or equipment/property damage that arise (or are alleged to arise) in connection with the Work to AES and the Prime Contractor. In addition, Subcontractor shall submit to AES and the Prime Contractor the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

## **DRUG-FREE WORKPLACE**

16. The Subcontractor shall maintain a drug-free workplace and ensure that its employees/workers do not use, possess, sell, trade, offer for sale, offer to buy, or be under the influence of illegal drugs or alcohol on the jobsite. The Subcontractor shall not assign any person to the Work that has tested positive for illegal drugs or alcohol or refused to submit to such testing.

## **TERM AND TERMINATION**

17. This Agreement will begin on the Effective Date and will continue until the Work has been fully performed, unless terminated earlier by AES (the "Term"). AES may terminate this Agreement without cause and without liability to Subcontractor at any time. Upon termination, Subcontractor will refund AES any amounts paid for unperformed Work. If this Agreement expires or is terminated by AES, and Subcontractor continues to furnish goods or services to AES, such provision of goods and services will be subject to all of the terms and conditions of this Agreement.

18. In the event the Subcontractor breaches any term of this Agreement, becomes insolvent, or refuses or is unable to perform the Work or any other contractual obligations, for any reason whatsoever, then in such event, AES shall have the right and option, at its election and sole discretion, after forty-eight (48) hours written notice to Subcontractor, to declare the Subcontractor in default and terminate any contract existing between the parties.

19. Upon termination of this Agreement prior to the completion of Work, Subcontractor agrees to reasonably cooperate and provide such assistance and information as may be reasonably requested by AES in order that the Work may be completed by AES. In addition, upon termination of Subcontractor's relationship with AES for any reason, or at any time upon request of AES, Subcontractor will immediately deliver to AES all materials of any nature which are in Subcontractor's possession or control and which are or contain Confidential Information, or which are otherwise the property of AES or of any AES customer, and no copies thereof will be retained by Subcontractor or its employees without the prior written consent of AES.

## **LIMITATION OF LIABILITY**

20. IN NO EVENT WILL AES BE LIABLE TO SUBCONTRACTOR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE.

## **CONFIDENTIALITY**

21. Subcontractor will treat as confidential all information disclosed by AES or learned by Subcontractor during the Term relating to AES or its affiliates ("Confidential Information"). Subcontractor will use Confidential Information received solely for the purpose of fulfilling its obligations under this Agreement. Subcontractor will protect Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential information, but in no event less than a reasonable standard of care. All Confidential Information of AES will remain the sole and exclusive property of AES. Upon termination or expiration of this Agreement, or upon written request of AES, Subcontractor will no longer use any Confidential Information and will destroy or return, at AES's option, all such information to AES. The parties acknowledge and agree that damages at law would be insufficient in the event of breach of any obligation contained in this section. Accordingly, the parties agree that in the event of a breach or threatened breach, AES may be entitled to injunctive or other equitable relief without the need for posting a bond, in addition to other remedies or rights that may be available, including monetary damages.

## **DISPUTE RESOLUTION; GOVERNING LAW**

22. AES and Subcontractor will attempt to amicably resolve any dispute arising under this Agreement. If the parties are unable to resolve the dispute within 30 days following written notice of the dispute, either party may initiate litigation. Notwithstanding the foregoing, either party may pursue injunctive relief at any time to avoid irreparable harm. The laws of the State of Texas will exclusively govern this Agreement without regard to any conflict of laws provision. All litigation will be brought in a court of competent jurisdiction in Dallas County, Texas, and the parties agree to submit to the personal jurisdiction of such courts.

### **LEGAL FEES**

23. If either party seeks monetary damages from the other party, and a final judgment is entered entirely in favor of the party defending the monetary damages claim, then the party who brought such monetary claim shall reimburse the defending party for its reasonable attorney's fees and costs paid defending that claim. Otherwise, each party shall bear its own fees and expenses unless otherwise provided by statute. The judge presiding in any such legal proceeding will determine based on all the facts and circumstances which party or whether any party is a "prevailing" party.

### **WHOLE AGREEMENT**

24. THIS SUBCONTRACT MAY BE AMENDED OR MODIFIED ONLY BY A WRITTEN INSTRUMENT SIGNED BY OR ON BEHALF OF THE PARTIES HERETO. THE PARTIES COVENANT AND AGREE THAT THEY WILL NOT OFFER OR ATTEMPT TO OFFER PAROLE EVIDENCE TO VARY THE TERMS HEREOF AND THAT SUCH EVIDENCE SHALL NOT BE ADMISSIBLE FOR ANY PURPOSE WHATSOEVER.

### **NOTICES**

25. All notices pertaining to this Agreement will be sent by overnight courier or certified mail, return receipt requested, or delivered in person to the party concerned at the address set forth on the signature page hereof or to any other address as to which the party concerned has given written notice to the party serving such notice. Notices will be effective upon the earlier of receipt or three (3) business days after being sent in accordance with this Section. Copies of all notices sent to AES will also be sent to: Lennox International Inc. 2140 Lake Park Blvd, Richardson, TX 75080, Attn: Legal Department.

### **SEVERABILITY**

26. In the event any one or more of the provisions of this Agreement, or any instrument executed and delivered hereunder or pursuant hereto, shall be held to be invalid, illegal or unenforceable in any respect or as to any person or party by any court or by any arbitration proceeding, the validity, legality and enforceability of the remaining provisions of this Agreement or of any other instrument executed and delivered hereunder or pursuant hereto, and as to all other persons and parties, shall not be affected or impaired thereby.

### **ENTIRE AGREEMENT**

27. This Agreement sets forth the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions, either

written or oral, and cancels and supersedes any terms and conditions which may appear on any invoice, purchase order, receipt or other form ("Sales Form") issued by or on behalf of Subcontractor prior to, during, or after the course of performance of this Agreement. Notwithstanding AES's signature on any Sales Form, AES will not be bound by any of the terms of such Sales Form. This Agreement may not be amended, except by a written instrument signed by both Subcontractor and AES. If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. No claim or right arising out of this Agreement can be discharged in whole or in part except by a waiver made in writing signed by the waiving party. AES's remedies under this Agreement are cumulative and include all rights at law and in equity. If any part of this Agreement is found to be unenforceable, all other parts will remain enforceable. All Sections will survive expiration or termination of this Agreement as necessary for Subcontractor to fulfill its obligations under this Agreement.

**SUBCONTRACTOR'S EMPLOYEES; INDEPENDENT CONTRACTOR**

28. Subcontractor warrants it will be responsible for all employees/workers employed or engaged by it in the performance of this Agreement and will comply with all applicable Federal and State laws and regulations pertaining to such employees/workers, including but not limited to: complying with wage and hour, anti-discrimination, and safety laws; ensuring a drug-free work site; properly withholding income taxes, Social Security, and unemployment compensation payments; ensuring work authorization; and providing workers' compensation and other applicable benefits. Subcontractor will indemnify, defend, and hold harmless AES from any and all liability resulting from Subcontractor's breach of this provision. Subcontractor will furnish AES a Certificate of Insurance and evidence of required licensing acceptable to AES, prior to starting work.

29. Subcontractor is an independent contractor, not an agent or employee of AES. Neither Subcontractor nor its employees/workers are authorized to enter into any agreement on AES's behalf. AES will have no direction or control of Subcontractor or its employees/workers, and neither Subcontractor nor its employees/workers are entitled to participate in any AES benefit plans, and said Subcontractor shall not be deemed or construed to be an employee or agent of AES, or any of AES'S principals, partners, or enterprises.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date herein first written fully intending to be bound by the terms and conditions as expressed herein for such period as the parties hereto shall maintain their business relationship.

**SUBCONTRACT: 27201 WG -Dayton, OH #05430**

Lennox AES Holdings LLC  
(Contractor)

National TAB Intelligence  
(Subcontractor)

By: Michael Fowler  
Michael Fowler (Aug 14, 2024 12:41 CDT)

By: Joe Hertenstein  
Joe Hertenstein (Aug 14, 2024 13:40 EDT)

Print name: Michael Fowler

Print name: Joe Hertenstein

Title: Director of Operations

Title: President

Date: 8/14/24

Date: 8/14/2024

Other information to be completed/submitted by Subcontractor:

Payment Remit Address: \_\_\_\_\_

FEIN Number: \_\_\_\_\_

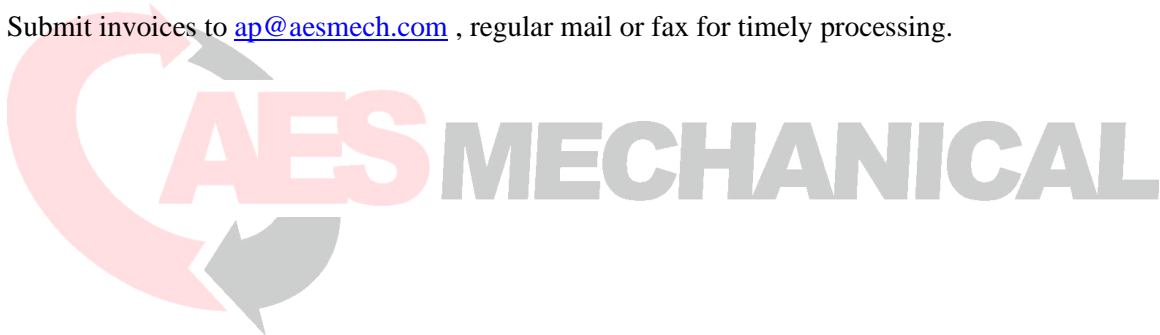
Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ Other \_\_\_\_\_

State of Domestication: \_\_\_\_\_

Required State or Local Licensing, if applicable: Type\_Number

Form W-9 and Certificate of Insurance naming Lennox AES Holdings LLC as the certificate holder including general liability and worker's compensation coverage is required before payment can be rendered.

Submit invoices to [ap@aesmech.com](mailto:ap@aesmech.com) , regular mail or fax for timely processing.



## **EXHIBIT A - MINIMUM INSURANCE STANDARD REQUIREMENTS**

Subcontractor will maintain insurance meeting the following requirements:

- A. General Required Insurance Coverage:
1. Commercial General Liability as follows:
    - \$1,000,000.00 per occurrence
    - \$2,000,000.00 general aggregate
    - Medical Expense: \$5,000.00 anyone (1) personCommercial General Liability coverage will include coverage for contractual liability. The noted liability lines of coverage will not contain exclusions for explosion, collapse or underground.
  2. Business Automobile Liability coverage, including coverage for owned, hired, leased, rented and non-owned vehicles as follows: \$1,000,000 combined single limit per accident.
  3. Workers' Compensation and Employer's Liability as follows: Workers' Compensation -Statutory limits Employer's Liability:
    - Bodily Injury by Accident -\$1,000,000.00 each accident
    - Bodily Injury by Disease -\$1,000,000.00 policy limit
    - Bodily Injury by Disease -\$1,000,000.00 each employee
  4. Excess/Umbrella Coverage: \$1,000,000.00 per occurrence/aggregate - The required minimum limits of coverage shown above, will not be deemed to limit or diminish Subcontractor's liability.
  5. Riggers Liability Insurance : (required if work involves rigging including, but not limited to, moving, erecting, storing, hoisting, or lowering) Limits shall be not less than: \$1,000,000 each occurrence \$1,000,000 aggregate.
- B. Additional Coverage:
1. Professional Liability Insurance: For work involving any type of design or design/build, Subcontractor must maintain a Professional Liability policy covering the effects of errors and omissions in the performance of professional duties (i.e., architects, engineers and other similar professionals) with a minimum limit of \$2,000,000 per occurrence and \$5,000,000 general aggregate.
  2. Additional Coverage Requested by the Owner: If, the Owner requires that Subcontractor maintain additional type(s) of coverage in specified amounts required by the Owner, Subcontractor must agree to maintain such insurance.
- C. Additional Requirements:
1. Insurers must be licensed to do business in the state or province where the project is located and have at least one of the following ratings: an A.M. Best's rating of A-, and/or a Standard & Poor's rating or Moody's rating that is equivalent to A.M. Best A-.
  2. AES must receive 30 days prior written notice of cancellation/renewal from the insurer of any insurance policies held by Subcontractor (10 days prior written notice if cancellation is due to nonpayment of premium).
  3. Lennox AES Holdings LLC and its parent, subsidiaries and affiliates, if any, will be named as an additional insurer on all insurance policies required to be maintained by Subcontractor (except Workers' Compensation).

4. Subcontractor's insurance coverage will be primary and non-contributory. All claims will be covered by Subcontractor's insurance on a primary basis, without contribution from Lennox AES Holdings LLC insurance. Primary and Non-contributory shall apply only to the extent caused by the negligent acts or omissions of the Subcontractor.
5. Subcontractor will ensure that its insurers agree to waive subrogation rights against Lennox AES Holdings LLC (excluding Subcontractor's – contractor equipment floater policy) and will obtain endorsements to its policies of insurance to such effect.
6. All insurance will be maintained by Subcontractor during the Term of this Agreement and for a minimum of 5 years after Work has been completed.
7. The insurance requirements set forth herein are minimum coverage requirements and are not to be construed in any way as a limitation of Subcontractor's liability under any applicable order and/or agreement.











# 5430 Survey Contract

Final Audit Report

2024-08-14

Created:	2024-08-14
By:	Caleb Poole (caleb.poole@aesmech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVFwmV_0L8Q1V4_Ajn4aZ8CdKqg6mT17K

## "5430 Survey Contract" History

-  Document created by Caleb Poole (caleb.poole@aesmech.com)  
2024-08-14 - 3:56:09 PM GMT
-  Document emailed to Joe Hertenstein (joe@nationaltab.com) for signature  
2024-08-14 - 3:56:15 PM GMT
-  Email viewed by Joe Hertenstein (joe@nationaltab.com)  
2024-08-14 - 5:39:46 PM GMT
-  Document e-signed by Joe Hertenstein (joe@nationaltab.com)  
Signature Date: 2024-08-14 - 5:40:40 PM GMT - Time Source: server
-  Document emailed to Michael Fowler (michael.fowler@aesmech.com) for signature  
2024-08-14 - 5:40:42 PM GMT
-  Email viewed by Michael Fowler (michael.fowler@aesmech.com)  
2024-08-14 - 5:41:27 PM GMT
-  Document e-signed by Michael Fowler (michael.fowler@aesmech.com)  
Signature Date: 2024-08-14 - 5:41:41 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-14 - 5:41:41 PM GMT