



SUBCONTRACT

To: National TAB
 105 Stone Village Dr.
 Fort Mill, SC 29708

Subcontract #: 252050002.50
Date Issued: 11/5/2025

Project Name: UNCC Hawthorn Hall Renovation
 25.205.0002

Job Address: 9213 Cameron Boulevard
 Charlotte, NC, 28223

| | |
|-----------------------|-------------|
| Payment Terms: | Net 60 Days |
| Contract Type | Firm Price |

| Subcontractor Contact Information | |
|------------------------------------------|-----------------------|
| Contact: | Scott Springer |
| Cell #: | 803-646-1559 |
| Email: | scott@nationaltab.com |

| InServ Contact Information for Subcontract | |
|---------------------------------------------------|--------------------|
| Project Manager | Bruce Atkins |
| Cell #: | (919) 737-0579 |
| Email: | batkins@inserv.org |

Scope of Work:

1. Subcontractor is responsible for furnishing management, supervision, labor, material, and equipment for Duct Leakage Testing per contract drawings dated 8/8/25 and the Metcon Prime contract.
2. All testing to be done per project specifications.

| Item Number | Description | Amount |
|-------------|-------------|--------|
|-------------|-------------|--------|

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 Fuquay-Varina, NC

10736-B Nations Ford Road,
 Charlotte, NC

1001 Investment Blvd, Unit 102,
 Apex, NC



| | | |
|---|------------------------------------------------------|------------|
| 1 | Duct Leakage Testing per Drawings and Specifications | \$3,000.00 |
| 2 | Written Report | |

Total Subcontract Amount: \$3,000.00

Notwithstanding anything herein to the contrary, the purchase price in any Purchase Order is firm and not subject to escalation for any reason unless expressly authorized by Purchaser in writing.

Inclusions:

(this is not a complete list of everything included but rather highlights of special items)

| Item Number | Description |
|-------------|-----------------------------------------------------------------------------|
| 1 | This scope of work should be performed in three days. |
| 2 | Any additional trips onsite for Dalt testing will be charged at \$1,000/day |

Exclusions:

(this is not a complete list of everything included but rather highlights of special items)

| Item Number | Description |
|-------------|-------------|
|-------------|-------------|

Contractual Obligations

This Subcontract dated as of **11/05/25**, is subject to the terms and conditions of the Master Services Agreement (the "Agreement") among InServ, Corp. and **National TAB**. The terms below shall be in addition to all terms contained in the Master Service Agreement, which will continue in full force and effect. In the event of a conflict between this Statement of Work and the Agreement, this Statement of Work shall control.

Other Contract Documents:

The following documents will also be considered as part of this subcontract.

1. Metcon Environmental Health and Safety Requirements
2. Site Specific Safety Plan –Inserv Site Specific Safety Plan.
3. Drawing – 01/08/2025 ASI #2 Set
4. Specification dated 01/08/2025 – Special Attention to Specification Sections 233113 Metal Ducts.
5. Prime contract from Metcon.

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Insurance:

The insurance requirements on this job are as follows.

| | |
|-------------------------------------------------------|--------------|
| General Liability - Aggregate | \$2,000,000 |
| Commercial Excess Liability – Umbrella - Aggregate | \$10,000,000 |
| Workers Compensation | \$1,000,000 |
| Auto insurance | \$1,000,000 |
| Pollution Insurance - If Required on Job | |
| Professional Liability Insurance - If Required on Job | |

The subcontractor must submit a certificate of insurance indicating compliance with this requirement that lists InServ Corp as an additional insured.

Sales and Use Taxes

Except as otherwise specified in the Purchase Order, the purchase price includes all applicable federal, state, and local taxes and other charges in effect on the date hereof. Notwithstanding anything herein to the contrary, the purchase price in any Subcontractor Purchase Order is firm and not subject to escalation for any reason unless expressly authorized by Purchaser in writing.

This Statement of Work is classified as a:

- Capital Improvement Project – E-589CI attached
- Capital Improvement Project that includes purchase of mill machinery or work on mill machinery in manufacturing industries or plants – E-595E attached
- Tax Exempt in accordance - NCDOR classification requirements - E-595E attached
- NA – work performed outside of the State of NC (checkbox)

Warranty.

Warranty shall be as described in the MSA period shall be:

- 12 Months
- 24 Months
- Other _____

The warranty period starts from the date of substantial completion.



PROJECT SPECIFICS

Schedule Requirements: We will contact National TAB once we have confirmed Dalt testing date.

| Milestone | Description | Date |
|-----------|-------------|------|
| | | |

Work schedule for this job will be performed:

- Monday through Thursday working 4, 10-hour days
- Monday through Friday working 5, 10-hour days
- Monday through Friday working 5, 8-hour days
- Weekends only

Site Specific Safety Requirements

- Site Safety Orientation
- Attendance at a Weekly Training meeting of a _____ duration
- Daily JHA
- Subcontractor supplied Dedicated Safety Professional
- Daily Safety Requirement
- Weekly site safety audit

PPE Requirements

- Safety glasses, hardhat, vest, steel toed boots, cut proof gloves
- Lift Spotter, Fire Watch, Vehicle Attendant
- Other Fall Protection

Special Safety Procedures Required

- Permitted Confined Space
- Trenching Procedures
- Crane and or Rigging Plan
- Other _____

Invoicing Instructions

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*121 Dickens Road,
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Charlotte, NC*

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All invoices shall be sent to APADMIN@INSERV.ORG

1. Sending duplicates will cause delays
2. Invoices sent to other email addresses will not be processed
3. The word "Invoice" or "Credit Memo" must be clearly stated (no Statements or Quotations will be processed).
4. Include the proper legal entity name as shown on Subcontract
5. Invoice date
6. Subcontract Agreement Number (only one PO Number per invoice can be accepted).
7. InServ Job Number - 25.205.0002
8. Description of services and/or goods matching the PO line:
BACnet Controls System
9. Amount owed by Subcontract Agreement
10. Name, remittance address

All T&M/NTE invoicing must include copies of approved timesheets (signed by an InServ representative) and backup documentation for material, equipment, and subcontract cost.

For Lump Sum AIA billing format, the Schedule of Values shall itemize the entire Subcontract Sum and shall indicate the percentage complete of each portion of the Subcontract Work for all Subcontract Work completed during the month.

Preliminary Applications for Payment shall be submitted by the 15th day of each month to the InServ Project Manager for review and approval. Agreed changes will be incorporated and a formal AIA document (Form G702 Application and Certificate for Payment and Form G703 Continuation Sheet for All Applications for Payment) shall be submitted by Subcontractor by the 20th day of each month.

Each invoice shall include a Partial or Final Lien Release in the form attached to your MSA as Attachments E & F, and any other backup documentation as required by the Contract Documents. In addition, at the completion of the project, both a Warranty and Certificate of Completion form must be submitted. All Subcontractor invoices must contain, at a minimum, the job number, the Purchase Order number, dates of work performed, and description of the work being billed.

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By signing below, you agree to the terms and conditions set forth in this document. Please return a signed copy to InServ for execution.

Signed:

National TAB

InServ Corp

Print Name

Print Name

Print Title

Print Title

From: Scott Springer <scott@nationaltab.com>
Sent: Tuesday, November 4, 2025 3:51 PM
To: Bruce Atkins
Cc: Stephan Gabbert
Subject: Re: UNCC Hawthorn Hall quote

Follow Up Flag: Follow up
Flag Status: Completed

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

It's good for 3 trips . \$1000 each additional trip



Scott Springer
NEBB CP
National TAB Intelligence
803-646-1559



From: Bruce Atkins <batkins@inserv.org>
Sent: Tuesday, November 4, 2025 11:44:50 AM
To: Scott Springer <scott@nationaltab.com>
Cc: Stephan Gabbert <sgabbert@nationaltab.com>
Subject: UNCC Hawthorn Hall quote

Scott,

Can you please confirm if the quoted price below is still valid for the DALT testing at UNCC \$3,000 for 3 days?

We're scheduled to begin installing the roof duct next week. The attached file are the only roof drawings we currently have. I've asked Carlos to measure the duct lengths, and we'll provide a drawing showing where we're capping off once that's complete.

We will not be performing pretesting as originally discussed. Based on the installation timeline, we expect to be ready for testing in about 2–3 weeks, depending on how quickly the install goes.

If the pricing is still valid, I'll issue a PO today.

Please let me know if you need any additional information from me at this point.

Best Regards,

Bruce Atkins

Bruce Atkins, MBA PMP

HVAC Project Manager

Mobile: (919) 737-0579

Batkins@InServ.org

www.InServ.org



From: Scott Springer <scott@nationaltab.com>

Sent: Wednesday, August 13, 2025 4:27 PM

To: Bruce Atkins <batkins@inserv.org>; Stephan Gabbert <sgabbert@nationaltab.com>

Subject: EXTERNAL : RE: EXTERNAL : RE: UNCC Hawthorn Hall quote

CAUTION: This email originated from outside of InServ. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

I will need drawings with actual duct sizes and lengths to do calculations for each test we will put in 3000 for 3 days any additional days will be added cost



Scott Springer | NEBB Certified Professional

National TAB | Fort Mill, SC

Cincinnati, OH • Kansas City, MO • Fort Mill, SC

D: (513) 889 7039 • **M:** (803) 646 1559 • **O:** (855) 682 6822

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From: Bruce Atkins <batkins@inserv.org>
Sent: Wednesday, August 13, 2025 3:39 PM
To: Scott Springer <scott@nationaltab.com>; Stephan Gabbert <sgabbert@nationaltab.com>
Subject: RE: EXTERNAL : RE: UNCC Hawthorn Hall quote

Yes. We plan to pretest. We'll need your calculations. Since it's just duct on the roof I'm thinking 2 days....3 max but I doubt it.

Best Regards,

Bruce Atkins

Bruce Atkins, MBA PMP
HVAC Project Manager
Mobile: (919) 737-0579
Batkins@InServ.org
www.InServ.org



From: Scott Springer <scott@nationaltab.com>
Sent: Wednesday, August 6, 2025 11:30 AM
To: Bruce Atkins <batkins@inserv.org>; Stephan Gabbert <sgabbert@nationaltab.com>
Subject: EXTERNAL : RE: UNCC Hawthorn Hall quote

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You guys will be pretesting correct?
How many test days do you envision? Or how many systems per day would we test. I can charge per system which would be more or per day for less.



Scott Springer | NEBB Certified Professional
National TAB | Fort Mill, SC
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From: Bruce Atkins <batkins@inserv.org>
Sent: Wednesday, August 6, 2025 9:34 AM
To: Stephan Gabbert <sgabbert@nationaltab.com>
Cc: Scott Springer <scott@nationaltab.com>
Subject: UNCC Hawthorn Hall quote

Stephan,

You quoted a job at UNCC Hawthorn Hall Renovation awhile back. We need a quote for DALT testing only. TAB is not in our scope. Please see attached drawings and specifications.

Your previous quote was for the risers only. Risers are no longer in our scope so we need to test all new duct. The duct risers are existing, UNCC decided not to replace.

If you need any other relevant information, please let me know.

Best Regards,

Bruce Atkins

Bruce Atkins, MBA PMP

HVAC Project Manager

Mobile: (919) 737-0579

Batkins@InServ.org

www.InServ.org





PURCHASE ORDER TERMS & CONDITIONS

1. THE AGREEMENT

These Purchase Order Terms and Conditions shall govern the terms and conditions under which each purchase order shall be issued by InServ (“Purchaser”) to purchase from the seller or vendor (“Seller”) of the goods and services as identified on such Purchase Order. Purchaser objects to the inclusion of any terms or conditions proposed by Seller which are different or in addition to the terms and conditions of a Purchase Order as originally issued by Purchaser. Seller accepts and shall be bound by the Purchase Order upon the occurrence of the following: (a) Seller executes and returns the acknowledgment copy hereof or a signed Purchase Order to Purchaser; or (b) Seller begins provision or performance of any Goods and Services identified in the applicable Purchase Order. Such events shall constitute acceptance by Seller of the Purchase Order and these Terms and Conditions.

2. PRODUCT DELIVERY

Supplier shall be responsible for packaging, loading, and shipping the Products in accordance with any packaging specifications, shipping methods and other related requirements set forth in this Purchase Order or otherwise communicated in writing to Supplier by InServ. If no such specifications, methods or requirements are so specified, Supplier shall be responsible for packaging, loading, and shipping the Products in a manner sufficient to prevent damage and loss to the Products during shipment. Shipments must equal quantity ordered, unless otherwise agreed to by InServ in writing. Supplier shall provide a packing list to InServ (which shall be securely attached to the outside of the package) for all shipments referencing the following information.

- Purchase Order number
- The name of the InServ contact that placed the order
- Shipper’s name and contact information
- The InServ job number as it appears on the purchase order form

(a) Safety Data Sheets - Supplier shall provide to InServ all information related to the safety, safe handling, environmental impact, and disposal of the Product including, without limitation, safety data sheets. Supplier shall promptly deliver to InServ any updates or amendments to the information, including those made to address the United Nations Globally Harmonized System of Classification and Labeling of Chemicals’ requirements, provided pursuant to this Section and any new information relating to the safety, safe handling, environmental impact, or disposal of the Product.

3. PRICE

The price for the Products shall, as applicable, cover the net weight of the Products, and no extra charge of any kind, including charges for boxing, packaging, or crating, shall be allowed unless specifically agreed to in advance in writing by InServ. The price for Services shall cover all activities required to perform the Services as contemplated in this Purchase Order. Unless otherwise specifically provided for herein, Supplier shall be responsible for freight and delivery to the



destination specified on the applicable Order Form. All freight and delivery charges will be borne by Supplier, unless specifically agreed to in advance, in writing by InServ.

4. INVOICE AND PAYMENT

Unless otherwise specified by InServ, Supplier shall invoice InServ for the Products or Services provided under this Purchase Order only after the Products or the Services are received by InServ. Final payment shall not be made until the Products or Services provided meet the requirements specified in this Purchase Order. Unless otherwise specified by InServ on the applicable Purchase Order, or if the vendor has different terms already established with InServ, payment terms shall be net sixty (60) days after InServ's receipt of the applicable invoice submitted in accordance with, and containing any information specified on the Purchase Order.

****General Invoice Guidelines****

Note: All invoices shall be sent to APADMIN@INSERV.ORG

1. Sending duplicates will cause delays in payments.
2. Invoices sent to other email addresses will not be processed.
3. The word "Invoice" or "Credit Memo" must be clearly stated (no Statements or Quotations will be processed).
4. Include the proper legal entity name as shown on Purchase Order.
5. Invoice date
6. PO Number (only one PO Number per invoice can be accepted).
7. InServ Job Number as it appears on the Purchase Order.
8. Description of services and/or goods matching the PO line items.
9. Amount owed by PO line.
10. Name, remittance address

5. SALES AND USE TAXES AND OTHER CHARGES

Except as otherwise specified in the Purchase Order, the purchase price includes all applicable federal, state, and local taxes and other charges in effect on the date hereof. Notwithstanding anything herein to the contrary, the purchase price in any Purchase Order is firm and not subject to escalation for any reason unless expressly authorized by Purchaser in writing.

6. CHANGES IN GOODS ORDERED

Supplier acknowledges and agrees that InServ may provide Supplier with a written request for changes to the Services and/or Products from time to time. InServ and Supplier shall review all such requests to determine the effect, if any, such requested changes may have upon fees payable, delivery schedule, and other terms and conditions of this Purchase Order. After such effects have been assessed, InServ may decide, in its sole discretion, whether to implement such changes. If InServ elects to implement such changes, the parties shall enter into a written agreement signed by both parties that describes such changes, which agreement shall constitute an amendment to this Purchase Order.



7. TERMINATION OF PURCHASE ORDER

Purchaser may at its option immediately terminate all or any part of any Purchase Order at any time and for any reason by verbal notice confirmed in writing or by written notice only. In the event of such cancellation, Purchaser shall not be liable to Seller or Seller's subcontractors or suppliers for any indirect costs, including but not limited to; loss of anticipated profit, unabsorbed overhead, product development, engineering costs, special tooling or general-purpose equipment (unless such items have been specifically ordered and separately priced in the applicable Purchase Order), or general and administrative burden from termination of the Purchase Order. Purchaser may also terminate all or any part of any Purchase Order for Seller's failure to comply with the terms of any Purchase Order or these Terms and Conditions or other default. In the event of termination for such non-compliance or default, Purchaser shall not be liable to Seller for any amount until the remaining Goods and Services have been procured by Purchaser. If the unpaid balance of the terminated Purchase Order(s) or the portion thereof in default, exceeds the expense of procuring the applicable Goods and Services, inclusive of compensation for additional managerial and administrative services and other costs and damages as Purchaser may suffer as a result of the default, then such amount shall be paid to Seller. If the expense, compensation, costs and damages incurred by Purchaser resulting from the default exceed such unpaid balance, Seller shall be liable for and shall pay the difference to Purchaser promptly on demand. Failure of Purchaser to exercise any of the rights given it under this Section 5 shall not excuse Seller from compliance with the provisions of any Purchase Order or these Terms and Conditions, nor prejudice any rights of Purchaser to recover damages for such default. Purchaser may also, by written notice of default to Seller, cancel a Purchase Order, or any part thereof, under any of the following circumstances: (a) if Seller fails to deliver any Goods or perform any Services in accordance with the Contract applicable thereto, or otherwise in accordance with any extension thereof by change order or amendment thereto; (b) if Seller so fails to make sufficient, timely progress in Purchaser's judgment as to endanger timely performance by Seller of Seller's obligations under any Contract; (c) if Seller fails to comply with any other provisions of any Purchase Order or these Terms and Conditions; or (d) at any time upon the insolvency of Seller or in the event of the institution of any proceeding by or against Seller in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or the appointment of a receiver or trustee or any assignment for the benefit of creditors of Seller.

8. INSPECTION AND REJECTION

All Goods and Services are subject to inspection and acceptance or rejection by Purchaser. Goods or Services may at any time be rejected for defects or non-conformity revealed by inspection, analysis or by manufacturing operations and/or use after delivery, even though such Goods or Services may have previously been inspected and accepted.

Payments made by Purchaser shall not constitute acceptance of any Goods and Services. Purchaser may inspect any Goods before accepting delivery and before issuing payment. Rejected Goods may be immediately returned at Seller's expense and credit taken at the time of the return, including the cost of packaging and transportation. No Goods returned as defective may be replaced except as expressly agreed upon by Purchaser.



10. WARRANTIES / CALLBACK PERIOD

Seller warrants to Purchaser that all Goods furnished under any Purchase Order; (a) will be of new manufacture (unless specifically noted otherwise in the applicable Purchase Order), and (b) will be free from defects in design, workmanship and materials, (c) shall conform strictly to the description on the face of the applicable Purchase Order and to all drawings, specifications, processes, materials, compounds and other criteria of Purchaser, (d) will be fit for the particular purpose for which it is intended (including but not limited to dimensions, tolerances, chemical resistance and tensile strength), to the extent such purpose is set forth in the Purchase Order or otherwise, or to the extent that Purchaser should reasonably know of such purpose, (e) will be in compliance, and will have been manufactured and sold in accordance, with all applicable governmental (federal, state and local) laws, statutes, regulations, codes, ordinances and orders (collectively, "Laws") and shall bear all warnings, labels and markings required thereunder, and (f) will have been fully and successfully tested pursuant to the applicable Purchase Order.

Seller warrants to Purchaser that any Services provided under any Purchase Order; (a) will comply strictly with such Purchase Order and these Terms and Conditions, and (b) be properly performed in accordance with the highest degree of skill and care for the applicable industry standards and practices then prevailing at the time the respective Purchase Order is issued, or, if higher, at the time such Services are performed.

If any Goods do not comply with the foregoing warranties or becomes noncompliant or defective within a period of one (1) year, or such longer period as specified in the applicable Purchase Order, after delivery and acceptance by Purchaser, then Seller shall, at its sole expense, promptly correct by repair or replacement, any defective or non-conforming Goods. The decision whether to repair or replace shall be made solely by Purchaser and such repair or replacement shall be scheduled consistent with Purchaser's or its customer's operating and scheduling requirements so as to minimize loss of production or use of the applicable Goods or of any plant or equipment of which the Goods is a part. All costs and expenses associated with access to, repair or replacement of such Goods, including, but not limited to, additional legal or engineering activities, packing, unpacking, examination, salvage, transportation, testing, re-shipping and any other incidental damages relating thereto shall be paid by Seller. The callback period for any repaired or replaced Goods shall be extended to one (1) year from the date of delivery and acceptance by Purchaser of the repaired or replaced Goods or for the duration of the unused callback period if such period is longer.

In the event of Seller's failure to repair or replace or re-perform any of the non-conforming Goods and Services, or to otherwise correct defaults in accordance with any of these Terms and Conditions or the applicable Purchase Order, Purchaser, after written notice to Seller, may correct any such deficiencies, or may purchase the replacement thereof. Purchaser may either invoice Seller for the cost of correcting the non-conforming Goods or Services, including the costs directly attributable to other services that are required to be performed in connection with the correction of such non-conformity, additional legal or engineering expense, salvage costs, testing expense and other incidental damages relating thereto, or deduct such costs from any payments due or subsequently due Seller.



11. NONCONFORMING GOODS

To the extent Purchaser rejects Goods as nonconforming, the quantities of the applicable Purchase Order may be reduced, at Purchaser's option. Nonconforming Goods will be held by Purchaser for disposition at Seller's risk. Seller's failure to provide written instructions within ten (10) days or such shorter period as may be commercially reasonable under the circumstances after notice of non-conformity, shall entitle Purchaser at Purchaser's option, to charge Seller for storage and handling or to dispose of the Goods without liability to Purchaser. Payment for nonconforming Goods shall not constitute an acceptance thereof limit or impair Purchaser's right to assert any legal or equitable remedy or relieve Seller's responsibility for latent defects.

12. COMPLIANCE WITH LAWS

Seller agrees, in connection with the production and delivery of the Goods specified herein and the Services performed hereunder, to comply (and to cause its employees, agents, subcontractors (of any tier) and invitees to comply) with all applicable Laws, and agrees to indemnify Purchaser against any loss, cost, liability, or damage by reason of Seller's violation of this Section.

13. FORCE MAJEURE

No Party shall be liable for any failure to perform or any delays in performance, and no Party shall be deemed to be in breach or default of its obligations set forth in this Purchase Order, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, including, without limitation, such causes as acts of God, natural disasters, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, or other similar causes ("Force Majeure Event"). For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event.

In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use commercially reasonable efforts to avoid or minimize the delay. The Party affected by the other Party's delay may elect to: (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Purchase Order. Purchaser may delay or be excused from timely performance of its obligations under any Purchase Order or these Terms and Conditions if Purchaser's failure to perform in a timely manner was caused by an Act of God or similar causes beyond its reasonable control.