



## **MASTER SUBCONTRACT AGREEMENT**

THIS MASTER SUBCONTRACT AGREEMENT, duly made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_ (the "Effective Date"), by and between Liberty Industries, L.C., a Florida limited liability company d/b/a Tower Innovations, LLC, with offices in Newburgh, Indiana, (hereinafter referred to as the "Company"), and \_\_\_\_\_, with offices at \_\_\_\_\_ (hereinafter referred to as the "Subcontractor"). (*insert Address, City, State, Zip Code*)

WHEREAS, the Company is obligated to provide installation and/or maintenance services with respect to certain tower and/or antenna systems for a Company customer (hereinafter referred to as the "Owner") under a contract with the Owner (hereinafter referred to as the "Prime Contract");

WHEREAS, Subcontractor has offered to provide services for the Company as requested by the Company as an independent subcontractor; and

WHEREAS, the Company desires to enter into this Master Subcontract Agreement with the Subcontractor under which the Subcontractor will provide services for the Company as requested by the Company and detailed in a Statement of Work in the form of Schedule "A" attached (each, a "Statement of Work"). This Master Subcontract Agreement along with all attachments shall be hereinafter referred to as the "Agreement".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. Contract Documents. The contract documents consist of this Agreement and the General Subcontract Terms and Conditions. This Agreement and the General Subcontract Terms and Conditions form the complete agreement of the parties. The General Subcontract Terms and Conditions is incorporated into this Agreement and is a part of this Agreement as if attached to this Agreement and repeated herein in its entirety. This Agreement and the General Subcontract Terms and Conditions represent the entire agreement between the parties hereto and supersede prior negotiations, representations or agreements, either written or oral.

2. Term. The term of this Agreement shall commence on the Effective Date, and, unless terminated by the Subcontractor or Company, shall extend for a one-year period. The Company or Subcontractor may terminate this Agreement upon at least sixty (60) days prior written notice at any time during the term; however, unless this Agreement is terminated for breach pursuant to Section 16, this Agreement shall survive any expiration or termination with respect to each Statement of Work issued under this Agreement until all work described in such Statement of Work is completed.

3. Engagement. Each Statement of Work issued by the Company to the Subcontractor shall describe the work to be completed by Subcontractor at the work site or sites and include the scope of work, payment terms, and any other specific requirements, including, but not limited to, the provision by Company or purchase by Subcontractor of products related to the work, which product purchases shall be governed by the Company's standard Terms and Conditions of Sale (the "Project"). This Agreement is not a commitment by the Company to hire Subcontractor for any particular work or quantity of work, and the Subcontractor shall only be entitled to perform work set forth in a Statement of Work, as well as any and all other work incident or related thereto, including but not limited to that work reasonably necessary for a complete, properly working, and totally acceptable Project..

4. Price, Payment and Invoice Submission. The price and payment terms for the Subcontractor's work, including all mobilization charges, fees and taxes, shall be specified in each Statement of Work, and it is further

understood and agreed that no payment on account shall operate as an approval of said work or any part thereof. The Statement of Work prices are inclusive of any and all overtime that may be worked by the Subcontractor. Any interim payment by the Company for work in progress will not relieve the Subcontractor from its obligation to meet all requirements and specifications of this Agreement, nor does the Company waive any rights under the Warranty herein by making progress payments hereunder. The Subcontractor agrees to provide the Company with any and all information requested and required by the Company to obtain payment from the Owner.

5. Scope of Work. All work required by this Agreement shall be performed in strict accordance with this Agreement and the documentation incorporated herein by reference. The work to be performed by the Subcontractor includes that work specifically set forth in the issued Statements of Work, as well as any and all other work incident or related thereto, including but not limited to that work reasonably necessary for a complete, properly working, and totally acceptable Project.

6. Scheduling. The Subcontractor may work up to 6 days a week, Monday through Saturday, at 9 hours per day incurred between the hours of 7 AM to 5:30 PM. Subcontractor shall not incur additional hours, or overtime charges without the prior written consent of Company. Any delays to timely completion of the work which the Subcontractor anticipates or experiences shall be promptly notified to the Company.

7. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail, postage prepaid as follows:

Company: Liberty Industries, L.C.  
d/b/a Tower Innovations, LLC  
2855 Hwy 261  
Newburgh, IN 47630

Attention: David Nicholson, Executive V.P., COO

or at such other address as the Company shall designate in writing to the Subcontractor.

If to the Subcontractor, then to the address as set forth on the front of this Agreement or such other address as the Subcontractor shall designate in writing to the Company.

8. Tax Identification Number. The correct taxpayer identification number and address for the Subcontractor is (\_\_\_\_\_). The undersigned person on behalf of the Subcontractor certifies, under penalties of perjury, that the foregoing identification number is true and correct.

9. Daily Progress Reports. The Subcontractor agrees to supply the Company with a written daily report of progress made on the Project using the form provided in Schedule "B." These reports may be submitted on a daily basis, but no later than one week from date of occurrence.

10. Weather Days. A weather day may be declared if the Subcontractor is unable to work a minimum of (5) five hours per day Monday through Saturday. The Subcontractor agrees to supply the Company with a written report (in the form of Schedule "C") signed by the Subcontractor's onsite representative for each weather day declared. These reports must be submitted to the Company within 48 hours of occurrence. Compensation, if any, for such delays will be noted in each Statement of Work issued by the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove set forth.

COMPANY: Liberty Industries, L.C.  
d/b/a Tower Innovations, LLC

SUBCONTRACTOR:

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A-Statement of Work**

In order to resolve any conflicts between this Schedule, and the Master Subcontract Agreement duly signed and dated by both parties, the Master Subcontract Agreement will be interpreted as having the highest order of precedence.

As noted in the Master Subcontract Agreement, the Subcontractor shall submit Daily Progress Reports and Weather Delay Reports as necessary. The Subcontractor shall not assign this Agreement or any part or interest therein, or any money due or to become due without the Company's prior written consent.

DATE OF  
ISSUE:  
DIELECTRIC JOB # AND SITE  
NAME:  
SUBCONTRACTOR'S  
COMPANY NAME  
  
VENDOR #

TOTAL FIRM FIXED PRICE : \$ \_\_\_\_\_

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**PAYMENT & INVOICE SUBMISSION:**

**Mobilization Payment:** A payment of \$0.00 shall be made by Company after the Master Subcontract Agreement is duly signed and the Subcontractor mobilizes to the site. The Payment shall be made promptly after the receipt of an invoice. Faxed or emailed invoices will not be accepted.

**Progress Payments:** (If applicable)

**Final Payment upon Completion:** A final payment of \$0.00 shall be made by Company upon Subcontractor's 100% completion of all work and other requirements under the Master Subcontract Agreement and the Company's acceptance of that work. The Company shall not be required to accept Subcontractor's work until the Owner has accepted the work and made payment to the Company for the work. Once the above conditions are satisfied, Final Payment shall be made to the Subcontractor within 30 days after the Company's receipt of a proper invoice and a full release of all Subcontractor claims from the Subcontractor.

**Invoices:** The Subcontractor shall obtain the Company's site manager's approval on invoice for final payment, and then submit the original invoice issued by the Subcontractor, referencing the Tower Innovations Job # and PO # to:

Tower Innovations  
2855 Hwy 261  
Newburgh, IN 47630  
Telephone: 812-853-0595  
Fax: 812-853-6652

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INSURANCE REQUIREMENTS:  Standard – As noted in the Master Agreement.  
 Other – List any additional requirements as necessary on a separate page.

NOTE: Subcontractor shall submit to Company a revised certificate of insurance prior to mobilizing to the site for any additional insurance requirements.

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WEATHER DELAY COMPENSATION:  Yes or  No

If yes, explain in detail.

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ESTIMATED NUMBER OF DAYS  
ONSITE TO COMPLETE THE PROJECT: \_\_\_\_\_

**Statement of Work**

Detailed scope of work will be listed here.....

COMPANY: Tower Innovations

SUBCONTRACTOR: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule B**

**DAILY PROGRESS REPORT**

REPORT NO. \_\_\_\_\_ JOB NO. \_\_\_\_\_ JOB SITE \_\_\_\_\_  
DATE \_\_\_\_\_ START TIME \_\_\_\_\_ STOP TIME \_\_\_\_\_  
NUMBER OF WORK/CALENDAR DAYS ON JOB \_\_\_\_\_ / \_\_\_\_\_

WEATHER CONDITIONS:

	NONE	SLIGHT	MODERATE	HEAVY
WIND				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RAIN				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOG				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THUNDER ACTIVITY				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEMP _____				

CREW PERSONNEL ON SITE:

1. \_\_\_\_\_ 3. \_\_\_\_\_ 5. \_\_\_\_\_ 7. \_\_\_\_\_  
2. \_\_\_\_\_ 4. \_\_\_\_\_ 6. \_\_\_\_\_ 8. \_\_\_\_\_

WORK DONE BY CREW:

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CUSTOMER PERSONNEL ON SITE:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Deliveries**

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GENERAL OBSERVATIONS: / Site Conditions:

INFORMATION OR ACTION REQUIRED:

REPORT BY: \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_

# Schedule C

## Weather Delay Report

Date \_\_\_\_\_ Job No. \_\_\_\_\_ Site Name \_\_\_\_\_

Start Time \_\_\_\_\_ Stop Time \_\_\_\_\_

Total number of hours lost due to poor weather conditions based on an 8 hour day. \_\_\_\_\_

WEATHER CONDITIONS:

	NONE	SLIGHT	MODERATE	HEAVY
WIND				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RAIN				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ICE OR FOG				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THUNDER ACTIVITY				
DURATION _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEMP _____				

CREW PERSONNEL ON SITE:

1. \_\_\_\_\_ 3. \_\_\_\_\_ 5. \_\_\_\_\_ 7. \_\_\_\_\_  
2. \_\_\_\_\_ 4. \_\_\_\_\_ 6. \_\_\_\_\_ 8. \_\_\_\_\_

WORK COMPLETED THIS DAY (IF ANY)

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CUSTOMER PERSONNEL ON SITE:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Note to Signatory: *By signing below, I agree that weather conditions on this day were unfavorable thus creating a non safe work environment that would prohibit the crew from performing any work.*

Customer or Site Representative's Signature \_\_\_\_\_

Date \_\_\_\_\_

Comments:

REPORT BY: \_\_\_\_\_  
Crew foreman's signature

