(the agreement shall be prepared for individual package/lot for which the contactor will be awarded the contract)

SAMPLE AGREEMENT ON THE SUPPLY OF MATERIAL AND SERVICES FOR THE OVERHAUL OF BOILER TUBELINES, TURBINE AND GENERATOR OF UNIT 6 - _____ *(name of the package/lot)*

(Agreement no. _____)

agreed and concluded by and between

TERMOELEKTRARNA ŠOŠTANJ d.o.o.,
Cesta Lole Ribarja 18, 3325 ŠOŠTANJ,
Represented by Director General dr. Viktor Vračar and Director Mitja Tašler,
Hereinafter: **Contracting Entity**.
VAT for ID: SI92189903.
Registration number: 5040388000.

and

NAME OF THE COMPANY,
ADDRESS
Represented by Director
Hereinafter: **Contractor/Supplier**
VAT for ID: SI _____.
Registration number: _____.

as follows:

1. INTRODUCTORY PROVISIONS

With publication No. _____ of _____ published on the Public Procurement Portal and with publication No. _____ of _____ published in the Official Journal of the EU, the Contracting Entity announced the public contract entitled »The Supply of material and services for the overhaul of boiler tubelines, turbine and generator of Unit 6«.
The public procurement procedure was conducted in a negotiated procedure with the publication taking place in accordance with Article 45 of Public Procurement Act (hereinafter: ZJN-3).
The decision on the award of the public contract became final as of _____.

The Contracting Parties hereby acknowledge that in order to ensure an unhindered, reliable and safe operation of the facility (TEŠ) the material and services have to be provided during the overhaul of boiler tubelines, turbine and generator of Unit 6 - _____ *(name of the package/lot)* (hereinafter: the material or services).

The Supplier/Contractor submitted tender No. _____of_____, and on the basis of negotiations the Contractor/Supplier submitted their final tender No. _____ of _____, which the Contracting Entity reviewed and approved as adequate. The aforementioned tender (No. _____ of _____ and No._____ of _____) was the most cost-effective one and forms the basis for entering into this Agreement made after the public procurement procedure.

The Contracting Parties also acknowledge that the Contractor/Supplier is professionally qualified to supply the material and services - _____ *(name of the package/lot)*.

Documents related to the submission of the public contract and the tender submitted by the Contractor/Supplier form an integral part of this Agreement. All documents forming this Agreement constitute a whole and shall also be construed as such. In case of contradictory statements or inconsistencies regarding certain obligations the following order shall apply for the interpretation purposes:

1. Agreement;
2. Documents related to the submission of the public contract;
3. Technical part of the documentation;
4. Pro forma invoice with specifications of material/services;
5. Tender of the Contractor/Supplier.

2. SUBJECT OF THE AGREEMENT

2.1
By signing this Agreement, the Parties hereto agree that the Contractor/Supplier shall, for consideration, supply for the Contracting Entity the material or services - _____ *(name of the package/lot)* in a manner agreed herein. The Contractor/Supplier undertakes to perform all obligations under this Agreement in a quality and professional manner and in the scope required by the Contracting entity and the applicable legislation.

2.2
The supply of material or services - _____ *(name of the package/lot)* shall encompass all works/materials stated under technical specifications as well as any other works/materials identified as necessary for an unhindered operation of Unit 6.

3. CONTRACTUAL VALUE

3.1 Prices as per individual items
Contractual prices as per individual items are specified in the attached Specifications of material/services, are fixed for the term of the Agreement, and are stated without VAT which shall be charged as per the applicable VAT legislation.

3.2. Contractual value
The Contracting Parties acknowledge that the contractual value for the supplied material or services - _____ *(name of the package/lot)* shall be _____ EUR (without VAT). VAT shall be charged as per the applicable VAT legislation.

4. TIME LIMIT FOR THE IMPLEMENTATION/SUPPLY OF MATERIAL

The Contractor/Supplier undertakes to perform/supply in total _____ *(name of the package/lot)* no later than within _____ of the date of the signing of the Agreement or no later than until date of start the Overhaul in 2021.

After the implementation/supply, the Contractor/Supplier and the Contracting Entity shall sign a protocol of the implementation/supply. By signing the aforementioned protocol, the obligations under this Agreement shall be considered completed in full.

On an account of potential unforeseen circumstances, the time limit for the implementation/supply may be postponed or extended for so many days as such circumstances have lasted. This, however, may not cause any changes concerning the obligations of the Contractor/Supplier or the value of the Agreement. The Contracting Entity reserves the right to extend the time limit for the completion of the implementation/supply if due to a reason on the side of the Contracting Entity the anticipated beginning of works is postponed, the implementation of works is suspended at the request of Contracting Entity, if the latter orders new works or significantly changes the implementation so that such changes affect critical pathways in the implementation of works, for as long as is necessary for such works to be completed; if there are unexpected physical circumstances on the site, such as physical conditions, unexpected underground and hydrological conditions and physical obstacles which the Contractor/Supplier comes across during the implementation of works, and these circumstances affect critical pathways in the implementation of works, for as long as is necessary for the works to be completed.
The above-mentioned change shall be implemented by the Contracting Entity in accordance with indent one of paragraph one of Article 95 of ZJN-3.

5. OBLIGATIONS OF THE CONTRACTOR/SUPPLIER

The Contractor/Supplier undertakes to fulfil their obligations under the Agreement in accordance with the rules of profession, requirements and instructions of the Contracting Entity, and within the agreed time limit, and to

immediately notify the Contracting Entity in writing of any circumstances that may make quality and correct implementation of works/supplies difficult or impossible, and to use advanced methodologies and methods in the implementation of works.

The Contractor/Supplier undertakes to have all necessary equipment and technology with the aim to secure timely and quality implementation of works/supplies.

The Contractor/Supplier as a professional with long-standing experience hereby states that they have carefully inspected the technical part of the documentation of the Contracting Entity which shall form the basis for the implementation of works/supplies under this Agreement, that the documentation is free of any errors or shortcomings, that the tender was prepared on the basis of such documentation, and further represents and as a professional warrants that the tender submitted considers all quantities and types of services as well as all costs necessary for the implementation/supply under this Agreement, and that they are responsible and shall cover the costs for any potential unforeseen or excessive services required for the implementation of works/supplies under this Agreement.

In the framework of implementing the obligations under this Agreement the Contractor/Supplier is obliged in particular:

- to start their contractual obligations in the agreed time, and implement them in accordance with the provisions of the Agreement, and complete them in the agreed time limit;
- to complete contractual obligations correctly, diligently, in a quality manner, in accordance with technical rules, standards and norms;
- to complete all contractual obligations economically and to the benefit of the Contracting Entity;
- to allow the Contracting Entity to have uninterrupted control over the implementation of obligations, and control over the quality of the implemented works/supplies;
- to cooperate with the control personnel of the Contracting Entity for the entire duration of implementing their obligations;
- to notify the Contracting Entity in due time of any bottlenecks or delays influencing the time limit of the implementation of works/supplies.

If the Contracting Entity reasonably believes that the Contractor/Supplier will not be able to meet their contractual obligations within the agreed time limits, provide the required quality or meet other obligations under this Agreement, the Contracting Entity shall be obliged, at their own expense, to do everything in order to remedy the delays and to establish the required quality. Otherwise, the Contracting Entity may seek to withdraw from the Agreement and enforce contractual penalties.

6. OBLIGATIONS OF CONTRACTING ENTITY

In the framework of implementing their obligations under this Agreement the Contracting Entity is obliged in particular:

- to make all that is necessary for the Contractor/Supplier to be able to meet their contractual obligations;
- to cooperate with Contractor/Supplier in order to ensure the contractual obligations will be completed in time and to the satisfaction of both;
- to notify the Contractor/supplier in due time of any bottlenecks or delays influencing the time limit of the implementation of works/supplies.

7. CONTRACTUAL PENALTY

The Contracting Parties agree that if the Contractor/Supplier fails to meet their obligations under this Agreement within the agreed time limit or if the Contracting Entity finds out that the Contractor/Supplier will not be able to meet the obligations imposed on them by the Contracting Entity, the Contractor/Supplier shall pay the contractual penalty within 8 days of the date on the invoice, and provided the Contractor/Supplier fails to meet their obligations within the given time limit, the Contracting Entity may, at the expense of the Contractor/Supplier, hire a different contractor/supplier, and demand the difference between the purchase price defined in the Agreement and the purchase price in the covering purchase.

In case a different contractor/supplier is hired, the original Contractor/Supplier shall also pay to the Contracting Entity, in addition to the contractual penalty, the costs of the invoice of the other contractor/supplier increased by 8% of handling costs incurred by the Contracting Entity.

If the Contractor/Supplier was unable to meet their contractual obligations in time for reasons on the side of the Contracting Entity or due to force majeure, the contractual time limit may be extended proportionately to the duration of such circumstances or force majeure. In such case, the Contractor/Supplier is obliged to demonstrate the circumstances that had prevented them to fulfil their contractual obligations. The contractual time limit may also be extended in other cases if the Contracting Entity estimates that despite insignificant delay in the implementation of contractual obligations the change of the contractor/supplier does not make sense.

The amount of the contractual penalties shall be defined on the basis of contractual prices determined under Section 3 hereof, depending on the time of implementing the contractual obligations. The contractual penalty shall correspond to 0.5% of the contractual value for each day of delay with a maximum total amount of contractual penalty corresponding to 15% of the total contractual value.

Apart from the contractual penalty, the Contractor/Supplier is also obliged to indemnify the Contracting Entity for any damage, but no more than up to the total contractual price with VAT, that the Contracting Entity might suffer on account of Contractor/Supplier violating their obligations assumed under this Agreement. Such limitation does not apply to damage resulting from misconduct or gross negligence.

8. CALCULATION, TIME LIMIT AND PAYMENT METHODS

(to be adequately completed given the option selected by the Contractor/Supplier)

The basis for the calculation is the protocol demonstrating that the works/supplies under this Agreement have been completed in full. The said protocol shall be annexed to the invoice.

Option 1

The Contracting Entity shall pay the value of the implemented works/supplies within 60 days of the date on which such works/supplies are implemented to the bank account: _____ opened at _____.

Option 2

The Contracting Entity shall pay the works/supplies implemented in the following manner:

- 20% of the contractual price shall be paid in the form of an advance payment within 30 days of the invoice for the advance payment issued together with the advance payment guarantee;
- 80% of the contractual value shall be paid within 60 days of the date on which such works/supplies are implemented to the bank account: _____ opened at _____.

VAT shall also be stated on the invoice or an adequate VAT exemption clause in accordance with the provisions governing the charging of VAT in EU member states.

The Contractor /Supplier undertakes to deliver the invoice, free of any errors (both in terms of content and calculation), to the seat of the Contracting Entity within eight (8) business days of the date on which the contractual obligation was met.

VAT shall also be stated on the invoice or an adequate VAT exemption clause in accordance with the provisions governing the charging of VAT in EU member states.

Default interest shall be charged in the amount of a 6-month EURIBOR applicable on the date when the invoice is due for payment. The Contracting Entity shall be obliged to pay the default interest within 30 days of the date of the invoice.

9. OTHER OBLIGATIONS OF THE PARTIES

9.1 Business secret and personal data protection
The Contractor/Supplier undertakes to:

- permanently protect as business secret any data and information which they will obtain or have access to or become acquainted with in any way, in whatever form (written, oral), and on whatever medium,

provided such data or information is considered business secret as well as such data or information not considered business secret if they were supposed to know that communicating or disclosing such information to unauthorised people, companies within the group of the Contracting Entity or to third parties would cause material or non-material damage;

- permanently protect all personal data which they shall become acquainted with while working with the Contracting Entity or companies within the group of the Contracting Entity, regardless of whom such data or information refer to.

Permanent protection of business secrets and personal data under the preceding paragraph means the obligation of the Contractor/Supplier to use the documents, data and information under the preceding paragraph solely for the purpose of implementing this Agreement, and not to disclose them in any way to third parties without the prior written consent of the Contracting Entity, in particular not by publishing them in the media, not to reproduce them, to exploit them solely with the aim to implement this Agreement, and to immediately return or destroy all documents or media containing such data or information if the Contracting Entity so requires.
The Contractor/Supplier undertakes to make all persons participating in the implementation of this Agreement on the side of the Contractor/Supplier respect at least the same business secret and personal data protection standards as they are bound by under this Section.

The Contracting Parties are aware that the violation of obligation to protect business secret and/or personal data under this Section constitutes a violation of applicable regulations and the basis for liability for damages of the Contractor/Supplier.

Notwithstanding the foregoing, the Contracting Entity, as a person liable for access to information of a public nature, is obliged to publish statutory defined information from the concluded legal transaction.

9.2 Subcontractors (*to be taken into account if the Contractor/Supplier uses subcontractor(s))*
The Contractor /Supplier may transfer the obligations under this Agreement to subcontractors listed in Schedule 6 hereto and with data on individual subcontractor from Schedule 6a hereto. If during the implementation of the public contract there are any changes concerning the subcontractors, the Contractor/Supplier shall inform thereof the Contracting Entity, and shall send them new information, namely no later than within 5 days of such change, together with all required annexes. Any such change shall not release the Contractor/Supplier of their obligations and liabilities.
The Contractor/Supplier explicitly undertakes to notify their subcontractors of the obligation to protect business secrets and personal data as stipulated in Section 9.1 of this Agreement.
Notwithstanding the provisions of the preceding paragraphs of this Section, the Contractor/Supplier is obliged to verify the competence, qualification and references of the subcontractors, and shall be liable for any acts, omissions or negligence of any subcontractor, their representative or deputy, as if they were acts, omissions or negligence of the Contractor/Supplier themselves, or their representatives or deputies.
The Contractor/Supplier shall be obliged to represent their subcontractors in relations with the Contracting Entity and to manage and supervise their work in order to ensure the correct implementation of this Agreement.

(only if the subcontractor requires direct payment)
In case subcontractors require direct payments from the Contracting Entity, Schedule No. 7 hereto – Consents of subcontractors also forms an integral part of this Agreement. In this case the Contractor/Supplier, by signing this Agreement, authorises the Contracting Entity to make direct payments to all subcontractors listed in the Agreement, on the basis of the approved invoice/situation, namely to the bank accounts listed in the table below. The Contractor/Supplier shall annex to their invoice/situation the preliminary approved invoices/situations of their subcontractors. A preliminary approved invoice/situation is a prerequisite for payment.

Schedule No._____: Contractor/Supplier uses the following subcontractors in the implementation of this Agreement:

	NAME OF THE SUBCONTRACTOR
FULL ADDRESS	
REGISTRATION NUMBER	

TAX NUMBER	
BANK ACCOUNT	
SUBJECT	
QUANTITY	
VALUE	
PLACE OF THE IMPLEMENTATION	
TIME LIMIT OF THE IMPLEMENTATION	
TYPE OF WORKS	

The Contractor/Supplier is fully responsible towards the Contracting Entity for good and correct implementation of their obligations regardless of the number of subcontractors they use.

If direct payments to subcontractors are not obligatory, the Contracting Entity shall require form the main Contractor/Supplier to send them, within 60 days of the payment of the final invoice or situation, a written statement and a statement of the subcontractor that they (the subcontractor) have received the payment for the implemented construction works or services or material supplied related directly to the subject of the public contract.

If the Contractor/Supplier fails to submit the statement within the given time limit this constitute the ground for the initiation of minor offence proceedings against the Contractor/supplier before the National Review Committee. Apart from the fine the Contractor/Supplier is also banned from the public procurement procedures for a certain period of time.

In accordance with paragraph three of Article 94 of ZJN-3, the main contractor shall notify the Contracting Entity of any changes to information pertaining to subcontractors and shall, no later than five days of such a change, provide information with respect to any new subcontractors which it intends to subsequently involve in the works or services. If the Contractor/Supplier fails to do that the Contracting Entity has the right to charge to them a contractual penalty of 5,000.00 EUR for each violation for not notifying the changes of individual subcontractors.

9.3
The Contracting Parties agree that the Contractor/Supplier shall receive and ID card upon arrival at the premises of the Contracting Entity allowing them to enter the premises of the Contracting Entity. The Contractor/Supplier shall return the aforementioned ID card at the reception desk, immediately after having completed their obligations and upon leaving the premises of the Contracting Entity. Should the personnel of the Contractor/Supplier fail to do that the Contracting Entity shall charge the ID card as per the applicable price list. In case the works are subcontracted the same shall apply for the subcontractors.

9.4
The Contracting Entity undertakes to acquaint the Contractor/Supplier with the Management System. The Contractor/Supplier undertakes to comply with the requirements of the management system of the Contracting Entity. The management system requirements are considered a schedule hereto and shall be bound together with this Agreement. In implementing the obligations under this agreement, the Contractor/Supplier also undertakes to comply with the regulations governing the safety at work applicable at the Contracting Entity, and to sign the Safety at Work Agreement with the Contracting Entity.

9.5 Damage resulting from the environmental pollution
For the entire duration of implementing this Agreement, the Contractor/Supplier is obliged to strictly comply with all applicable regulations governing the environmental protection. If on account of violations of regulations governing the environmental protection resulting from the actions or omission of actions by the Contractor/Supplier the Contracting Entity suffers any damage, including the payment of any fine or pecuniary penalty, the Contractor/Supplier undertakes to indemnify the Contracting Entity the full amount of such damage. In such case, the Contracting Entity has an independent claim/receivable against the Contractor/Supplier based on this provision. The Contractor/Supplier shall be obliged to pay any such claim within 8 days of the date on the invoice with the latter forming the basis for such payment.

9.6
The Contracting Parties agree to immediately notify each other of any material changes to information, in particular of any changes pertaining to the bank account, ID for VAT, seat or business activity as well as of any status-related or business-related changes, financial difficulties pertaining to regular operations or even the liquidation of the company.

10. WARRANTY PERIODS AND OBLIGATIONS DURING THE WARRANTY PERIOD

Subject to terms and conditions listed below, the Contractor/Supplier undertakes to remedy for free any shortcomings or defects which result from defects, shortcomings or non-compliance of materials, workmanship, assembly procedures, or which are identified during the inspection procedure.

In case the Contracting Entity identifies the shortcomings from the preceding paragraph during the warranty period they shall inform thereof the Contractor/Supplier in writing as soon as possible. After having received such notification, the Contractor/Supplier shall without any charges to the Contracting Entity repair or replace such defective equipment or such defected parts of equipment/service provided, in the shortest possible time. The warranty period for replaced parts of equipment/service provided starts running as of the date of incorporating them, and the warranty period for the repaired parts of equipment shall be adequately extended from the time when the defect occurred until it is remedied.

The implementation/supply of _____ *(name of the package/lot)* is subject to a ____-year warranty granted by the Contractor/Supplier. During the validity of the warranty, the Contractor/Supplier shall at their own expense remedy any defects resulting from poor-quality service or poor-quality materials.

The Contractor/Supplier shall be responsible for remedying damages, defects or shortcomings which result from the proven non-compliance of materials or hidden defects, even after the warranty period expires, but no more than 5 years after the final acceptance of the works.

11. FORCE MAJEURE

The Contractor/Supplier shall be free from liability for damage that would result from non-performance or delay in the implementation of the contractual obligation if, after the conclusion of the Agreement, unforeseen circumstances arose which the Contractor/Supplier could not prevent, eliminate or avoid (force majeure).

In circumstances from the preceding paragraph of this Section occur, the Contractor/Supplier shall immediately notify thereof the Contracting Entity, but no later than within 3 days.

Once force majeure is over, the Contracting Parties shall determine any possible changes to the contractual obligations in the form of the minutes, and shall on the basis of the latter conclude an Annex to this Agreement. If on account of force majeure Contracting Parties suffer any damage each of them shall cover any such damage themselves.

12. ANTI-CORRUPTION CLAUSE

This Agreement shall be deemed null and void if any person on behalf of or for the account of the other Contracting Party promises, offers or gives to any representative or agent or the signatory of the Contracting Entity any undue advantage for the purpose of obtaining business, concluding business under more favourable terms and conditions or omitting due supervision over implementation of any contractual obligation or any other act or omission which causes damage to the Contracting Entity, or puts a representative, agent or signatory in a position to obtain an undue advantage either by the Contracting Entity or the other Contracting Party, or the other Contracting Party is put in a position to obtain such undue advantage.

13. CONDITION SUBSEQUENT

This Agreement is made on the condition subsequent which is fulfilled if one of the following circumstances arises:

- the Contracting Entity finds out that the court has by way of a final decision determined the violations of labour, environmental or social legislation by the Contractor/Supplier or a subcontractor, or

- the Contracting Entity finds out that the competent governmental authority determined that during the implementation of this Agreement the Contractor/Supplier made at least two violations related to:
    - work remuneration,
    - work hours,
    - rest period,
    - executing work based on civil law contracts despite the existence of elements of an employment relationship or undeclared employment,

whereby a fine for such two violations has been issued by way of one or more final decisions, provided that from the time of becoming aware of the violation and until the end of the Agreement there is at least a 6-month period left, or if the Contractor/Supplier uses a subcontractor, if on account of the violation identified in relation to the subcontractor, the Contractor/Supplier fails to replace such subcontractor in a manner as stipulated in Article 94 of ZJN-3 and the provisions contained herein, within 30 days of becoming aware of such violation.

In case the circumstances and conditions from the preceding paragraph are fulfilled the Agreement shall be deemed terminated as of the day on which a new public procurement contract is concluded for the subject in question. The Contracting Entity shall notify the Contractor/Supplier of the date on which new contract is concluded.

If the Contracting Entity fails to start the new public procurement procedure within 30 days of becoming aware of the violation, the Agreement shall be deemed terminated on the 30th day of becoming aware of the violation.

14. RESPONSIBLE PERSONS AND CONTACT PERSONS

To facilitate the implementation of this Agreement the Contracting Parties agreed that they will both appoint their responsible person.

For the person responsible on the side of the Contracting Entity _____ shall be appointed (_____@te-sostanj.si). The person responsible of the Contracting entity shall give the Contractor/Supplier instructions in accordance with the provision of this Agreement.
The contact person of the Contracting Entity is _____ (_____._____@te-sostanj.si).

For the person responsible on the side of the Contractor/Supplier _____ shall be appointed (_____@_____). The person responsible of the Contractor/supplier shall ensure that the instructions given by the Contracting Entity are complied with
The contact person of the Contractor/Supplier is _____ (_____._____@_____).

Should the Contracting Parties change the persons responsible appointed under this Agreement, they shall inform each other thereof in writing.

15. FINAL PROVISIONS

This Agreement remains in full force and effect until the obligations hereunder are fulfilled.

The Contracting Parties may amend this Agreement upon mutual consent. Any amendments are valid only if they are made in writing and in the same manner as this Agreement.

This Agreement may be changed or amended with a written annex hereto approved and signed by both Contracting Parties. If any of the provisions of this Agreement is or becomes invalid, this does not affect the other provisions of this Agreement. The invalid provision shall be replaced with a valid one which is as close to the intent reflected by the original provision as possible.

Any changes and amendments hereto may only be made in writing and in the same manner as the Agreement itself.
The Agreement enters into force on the date when signed by both Contracting Parties.

The contracting Parties shall endeavour to resolve any disputes relating to this Agreement in an amicable way. Should this not be possible, the district Court in Celje shall have jurisdiction over the matter.
If the Contractor/Supplier fails to meet their obligations under this Agreement, if they implement this Agreement contrary to explicit requests/instructions of the Contracting Entity or contrary to rules of profession, technical

regulations and applicable legislation, or if it is obvious that the Contractor/Supplier will not meet their obligations under this Agreement, the Contracting Entity may issue them a written reminder to fulfil their obligations hereunder, and give them a time limit to do so. If the Contractor/Supplier disregards the reminder of the Contracting Entity, the latter may withdraw from this Agreement without notice and any liability towards the Contractor/supplier.
The Contacting Entity shall notify the Contractor/Supplier of their withdrawal from this Agreement in writing.

The Contracting Entity may terminate this Agreement at any time without giving any reason for withdrawal with a three-month notice period. The Contacting Entity shall notify the Contractor/Supplier of their withdrawal from this Agreement in writing. The period of notice shall commence on the day on which the other party receives the written notice. In the case of avoidance of service, service shall be deemed to have been completed on the 15th day after the delivery of the shipment by post.

This Agreement shall be governed and construed in accordance with the laws of Slovenia.

This Agreement is made in two (2) counterparts of which each Contracting Party shall receive one (1) counterpart.

Signed as of: _____

NAME OF THE COMPANY
Director:
Name and surname: _____

Signed as of: _____

TERMOELEKTRARNA ŠOŠTANJ d.o.o.
Director General:
dr. Viktor Vračar

Director:
Mitja Tašler

Schedules:
Specifications of material/services.
Health and Safety at Work (1 page).
Management System Requirements (15 pages).
(if subcontractors are used):
List of Subcontractors – Schedule No. 6.
Subcontractor Details – Schedule No. 6a.
Consent or power of attorney of the Contactor or subcontractor – Schedule No. 7.