

Contractor's Federal Identification No. _____

CONTRACT FOR LABOR AND MATERIAL

This Contract is made as of _____, by and between CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 ("Owner") and, _____ a _____ [corporation][limited liability company][limited partnership][sole proprietorship] (address) _____ ("Contractor").

In consideration of the mutual promises herein, Owner and Contractor agree as follows:

1. SCOPE OF WORK

Contractor shall perform the work described in Exhibit A attached to and made a part of this Contract.

Unless otherwise provided in this Contract, Contractor shall furnish everything necessary to complete the work including, but not limited to, all supervision, labor, tools, materials, supplies, services, facilities, equipment and transportation. Contractor shall perform all of the work in a good, substantial and workmanlike manner. Owner reserves the right to review, reject and/or accept goods or materials shipped or delivered by Contractor after Owner's signed receipt of said items. Owner, at its discretion, may verify and address any concerns including but not limited to discrepancies, quality, material received, visible damage and/or incorrect paperwork. For purposes of clarification, the foregoing provisions are in addition to any rights Owner may have for more in-depth reviews and acceptance guidelines set forth elsewhere in the Contract.

This Contract is not exclusive. Owner reserves the right to have similar or like work performed by others or through its own employees to any extent Owner deems desirable.

Contractor shall not use any form of artificial intelligence, large language models or other similar computer-driven tools to provide work or perform its obligations under this Contract without prior written notice to Owner and approval from Owner (which may be withheld at Owner's sole discretion).

2. TIME FOR PERFORMANCE

The work to be performed under this Contract shall commence on or about _____ and shall be completed on or before _____.

3. CONTRACT PRICE

Owner shall pay Contractor and Contractor shall accept as full compensation, satisfaction and payment for the work and any and all direct or indirect costs or expenses incurred by Contractor in connection with the work including, but not limited to, the cost of supervision, labor, tools, materials, supplies, services, facilities, equipment, transportation, insurance, taxes, overhead and profit:

Check whichever box is applicable:

- ☐ a lump sum price of _____ Dollars (\$_____) ("Lump Sum").
- ☐ a lump sum price of _____ Dollars (\$_____) ("Lump Sum") and in addition to the Lump Sum, an additional amount of up to _____ Dollars (\$_____) for extra work, if any, which is authorized in advance by Owner pursuant to Section 6 herein and which shall be billed at the rates and charges set forth in Exhibit B, attached to and made a part of this Contract ("Additional Amount"). The total of the Lump Sum and the Additional Amount shall not exceed _____ Dollars (\$_____).
- ☐ at the rates and charges set forth in Exhibit B, attached to and made a part of this Contract. The total charges shall not exceed _____ Dollars (\$_____).

4. PAYMENTS

Contractor shall submit an invoice to Owner at the end of each calendar month, itemized and supported with appropriate back-up documentation to Owner's satisfaction, for the portion of the services completed during such month, together with the amount due. Invoices shall be itemized to Owner's satisfaction and, if subject to rates and

charges set forth in Exhibit B, invoices shall be submitted in accordance with the template attached hereto and made a part of this Contract. After receipt of a satisfactory partial invoice and approval thereof by Owner, payment of such partial invoice shall be made to Contractor in accordance with the payment terms selected below. Payment of such partial invoice by Owner shall not constitute acceptance of the services and shall be subject to correction in the payment of any subsequent invoice.

Upon completion of all the services covered by this Contract to the satisfaction of Owner, as evidenced by a written acceptance signed by Owner's Contract Administrator or other duly authorized representative, Contractor shall present its final invoice, itemized to Owner's satisfaction. Following receipt of such final invoice and supporting data and approval thereof by Owner, payment of such final invoice, including any amounts withheld under partial invoices, shall be made to Contractor as complete payment thereof in accordance with the payment terms selected below, subject to Section 5, "Withholding Payment."

Check whichever box is applicable:

- ☐ All payments under this Contract shall be made by Owner to Contractor within sixty (60) days.
- ☐ All payments under this Contract shall be made by Owner to Contractor within forty-five (45) days. A two percent (2%) discount shall be applied to invoices paid within twenty (20) days.
- ☐ All payments under this Contract shall be made by Owner to Contractor within twenty (20) days via the virtual card payment method.

With each invoice where Contractor's compensation is based on cost or time worked, Contractor shall submit the vendor's original invoices for all materials with a cost greater than Twenty-Five Dollars (\$25.00), and certified copies of time sheets and/or payrolls. Credit shall be given to Owner for any discounts received by Contractor on material invoices.

☐ If checked, Contractor shall submit a Sworn Statement, and as applicable, a Partial Unconditional Waiver and a Full Unconditional Waiver, in the forms provided by Owner, drawn and executed in accordance with the Construction Lien Act of the State of Michigan showing that all bills for materials, labor and other indebtedness connected with the work have been paid in full.

5. WITHHOLDING PAYMENT

Notwithstanding any provisions in this Contract to the contrary, Owner may withhold payment for work done to the extent of protecting itself against loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of Contractor to make payments promptly to subcontractors or for materials or labor.
- (d) Damages to structures or properties.
- (e) Contractor's breach of any other of its obligations under this Contract.

6. CHANGES TO THE CONTRACT

The terms of this Contract shall not be changed, superseded or supplemented except in writing signed by Owner and Contractor ("Change Order"). Whenever possible, such a Change Order shall be executed prior to the commencement of the extra work or changed work.

When a need arises to immediately authorize extra work or changes in the work to restore service, to avoid breakdowns, to avoid work stoppages or for Owner to meet commitments, Owner's project manager may authorize the performance of such extra work or changes by execution of a Project Change Notice ("PCN") in the form attached hereto. Any work authorized pursuant to such a PCN shall thereafter be evidenced by a Change Order as indicated above.

7. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Contractor shall do such work with and according to its own equipment, means and methods, which shall belong to and be and remain in the exclusive charge and control of Contractor,

and which shall not be subject to any control or supervision by Owner. Owner does not hereby hire or rent the use of the same or assume any liability for the use or method of use thereof. Owner is interested only in the results of the work.

8. PERMITS AND LAWS

Unless otherwise provided in this Contract, Contractor shall secure all licenses or permits required by law and shall comply with all applicable ordinances, laws, orders, rules and regulations pertaining to the work hereunder made by any governmental authority or public regulatory body.

Consumers Energy Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as protected veteran or individual with a disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

9. INDEMNITY

To the fullest extent permitted by law, Contractor shall assume all responsibility for and shall indemnify and save Owner, its officers, agents and employees harmless from and against all losses, liabilities, claims, demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees of every nature and description brought or recovered against, or incurred by, Contractor, Owner, Owner's officers, agents or employees, or any or all of them, by reason of any: (a) injury to persons, including death or damages, sustained or claimed by Contractor's employees, the employees of Owner, or by any other person, and for any theft or loss of or damage to property (including environmental harm), including property of Contractor, Owner, or any other person, which may occur or allegedly occur because of or result from, or in any manner are connected with or arise from, (i) any action or operation under this Contract, (ii) the work which is the subject of this Contract, or (iii) any breach of any obligation of Contractor under this Contract; (b) infringement or alleged infringement of any patent, copyright, trademark or other proprietary right by any material, machinery, device, equipment, process or design furnished or used by Contractor in the performance of this Contract; and (c) breach of any obligation of Contractor under Section 8 (Permits and Laws), Section 16 (Confidentiality), and Section 21 (Personnel Risk Assessment and Cyber Security Access) of this Contract. Without limiting the foregoing, Contractor shall at the request of Owner defend at Contractor's expense any suit or proceeding brought against Owner for any of the above-named reasons.

10. WARRANTY

Unless otherwise provided in this Contract, Contractor hereby warrants that all work performed and materials furnished hereunder shall conform to the requirements of this Contract and be free from defects for a period of one (1) year from the date work starts and after Owner's final acceptance of all work performed hereunder (the "Warranty Period"). Without limiting any other remedy available to Owner, if any such nonconformance or defect appears during the Warranty Period, Contractor shall make any and all repairs or replacements necessary to remedy same at its sole expense and within a reasonable time after notification by Owner. The foregoing warranty shall also apply to all work performed pursuant to the foregoing warranty with the Warranty Period for the repair or replacement work commencing on Owner's final acceptance of the repair or replacement work. If Contractor refuses, neglects or is otherwise unable to correct non-conforming work and materials furnished within the Warranty Period, Owner shall (without limiting any other rights or remedies it may hereunder or at law or equity) have the right to perform or to hire third parties to perform the corrective work and furnish corrective materials, and Contractor shall reimburse Owner upon demand for all cost and expense of such work.

11. ASSIGNMENT AND SUBCONTRACTING

This Contract shall not be assigned or any part thereof subcontracted by Contractor without Owner's prior written consent. Any attempted assignment without such written consent shall be void and Owner may refuse to permit the performance of any unauthorized subcontract. In case any such subcontracting is approved, the subcontract shall be in writing; shall be fully executed prior to the commencement of the work involved; and shall specify that

the provisions of the subcontract shall be subject to, and the subcontractor shall comply in every respect with the provisions of this Contract, except that the attached insurance requirements may be superseded by other insurance requirements as approved by Owner and as stated in such approval. If required by Owner to do so, Contractor shall promptly furnish Owner with copies of each executed subcontract. Contractor shall assume as full responsibility to Owner for the actions, omissions, operations and work of Contractor's subcontractors of every tier as for the actions, omissions, operations and work of Contractor.

12. AUDITING OF CONTRACTOR'S ACCOUNTS AND REFUNDS

In the event that Contractor's compensation under this Contract is based wholly or partially on costs, expenses, man-hours or equipment costs, Contractor shall make and keep as the same accrue, complete records and books of account of its costs, expenses, man-hours and equipment hours relating to the work hereunder in accordance with generally accepted accounting practices. Said records and books of account, together with any or all other memoranda pertaining thereto that may be kept by Contractor, shall be open to examination during regular business hours by Owner or its agents for the purpose of inspection, auditing, verifying or copying the same or making extracts therefrom. Owner's payment of invoices hereunder shall not constitute acceptance of the accuracy thereof. Amounts shall be subject to audit in accordance with this section for two (2) years after the making of the last payment under this Contract. If Owner gives written notice of intent to audit within said two (2) year period, it shall have a reasonable amount of time thereafter to complete the audit. Whenever an audit of Contractor's records shows that Owner is entitled to a refund, Contractor shall promptly make said refund. Contractor's costs of correcting any billing error shall not be charged to Owner. Owner shall pay the audit costs hereunder except to the extent such costs are incurred because of incomplete, illegible or inaccurate records of Contractor in which case such costs shall be paid by Contractor.

13. OVERTIME

No overtime shall be performed on the work hereunder and no claim therefor shall be valid, unless authorized in writing by Owner before the overtime is performed. Overtime which does not result in any extra charge to Owner may be authorized orally. Unless otherwise provided in this Contract, overtime is all time in excess of eight (8) hours per person per day or in excess of forty (40) hours per person per week and any other time for which a rate higher than a straight-time rate will be charged to Owner pursuant to this Contract.

14. TERMINATION AND SUSPENSION

Owner may, upon written notice to Contractor for any reason whatsoever or no reason, terminate Contractor's performance at any time before it is completed. Such written notice shall specify the effective date of the termination. Any such termination shall be without prejudice to any other rights or remedies of Owner for any breach of this Contract by Contractor. Contractor shall, upon the effective date of such notice of termination, immediately remove its employees, representatives, tools, equipment and other property from Owner's premises. If Contractor fails to effect such removal by the effective date of the termination, Owner may do so at Contractor's expense. In the event of such termination, payment for all work properly performed under this Contract shall be made in accordance with the rates and charges set forth elsewhere or in the case of a lump sum price, Owner will pay Contractor such part of the lump sum price as bears the same relation to the total lump sum price as the work performed prior to the time the notice of termination is effective bears to the entire work, as determined by Owner, subject in either case to proper deductions for defective work, damages or costs sustained by Owner by reason of any default, breach or failure to perform by Contractor. If Contractor breached this Contract prior to termination, Contractor shall not be entitled to any further payment until the work hereunder or as much of it as Owner elects to complete is finished. Upon any termination pursuant to this Section, Owner shall be released from all further obligations under this Contract except for payment as provided for in this Section.

Owner may, upon written notice to Contractor for any reason whatsoever or no reason, suspend Contractor's performance of the work hereunder, in whole or in part, at any time and from time to time. In such event, Contractor shall resume the performance of the work as requested in writing by Owner. In the event of any such suspension, Contractor shall be entitled to reimbursement for additional costs reasonably and necessarily incurred by Contractor in effectuating such suspension and in resuming the performance of the work as requested by Owner after the end of the suspension. It is recognized that a prolonged suspension of the work, either in whole or in part, may create a hardship upon either or both parties. Therefore, should any suspension by Owner exceed six (6) months in duration, the parties shall negotiate in good faith on appropriate revisions to this Contract.

15. DISPUTES

Either party may give the other party written notice of any dispute not resolved in the normal course of business. Owner and Contractor shall thereupon attempt in good faith to resolve such dispute promptly by negotiations between executives who have the authority to settle the dispute. If the dispute has not been resolved within sixty (60) days after such written notice is given, either party may avail itself of any process or means legally available to it to resolve the dispute.

In the event of a dispute between Contractor and Owner, Contractor shall proceed with the work pending resolution of such dispute, unless otherwise requested by Owner in writing.

The provisions of this Section shall not limit Owner's rights under the above 'Termination and Suspension' Section, and Owner may exercise its Termination and Suspension rights regardless of a party's invocation of the dispute resolution process set forth in this Section.

16. CONFIDENTIALITY

All information, whether oral, written or otherwise, which Owner provides to Contractor or which is generated or derived by Contractor in the performance of or as a result of the services hereunder and which Owner designates, in writing or orally, as confidential to Owner, or such information is reasonably understood to be confidential, shall be held in strict confidence by Contractor and shall not be disclosed by Contractor to any third party without Owner's prior written consent. Completion of performance under this Contract or termination or suspension of this Contract shall not affect Contractor's obligations with respect to Owner's confidential information and such obligations shall continue for a period of five (5) years from the date of completion of performance or termination of this Contract, as the case may be.

17. GOVERNING LAW AND INTERPRETATION

This Contract shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. The parties hereto and their successor and assigns consent to the exclusive jurisdiction of any courts located in the State of Michigan for the resolution of any disputes arising from or related to this Contract. In the event of any conflict between this document and any documents attached hereto or incorporated herein, the provisions of this document shall control. The Section headings in this Contract are included for reference only. They are not part of this Contract and shall not affect the interpretation and construction of this Contract.

18. THIRD PARTY BENEFICIARIES

This Contract is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

19. ETHICS AND COMPLIANCE

The Contractor shall comply with the provisions of the Addendum – CMS Energy Corporation 2026 Third Party Code of Conduct, which is attached to and made a part of this Contract. Alternatively, if the Contractor has an existing documented compliance program that includes compliance standards acceptable to the Owner, the Contractor may request approval of the Contractor's existing compliance program, and if approved, Contractor's compliance with its existing compliance program will meet the requirement of this section. The Contractor and all its employees and subcontractors shall abide by the provisions of the Addendum, or its internal compliance program (as applicable).

20. NOTICES

- (a) Unless otherwise agreed to by the parties, any written notice expressly required under this Contract from Owner to Contractor shall be deemed to be properly given if: i) delivered in person to Contractor; ii) three business days after sent by first class U.S. mail with proper postage; or iii) one business day after deposit with a nationally-recognized overnight courier service marked for overnight delivery on the next business day and with all fees prepaid, to Contractor at its address shown in the first paragraph of this Contract.

- (b) Unless otherwise agreed to by the parties, any written notice expressly required under this Contract from Contractor to Owner shall be deemed to be properly given if: i) delivered in person; ii) three business days after sent by first class U.S. mail with proper postage; or iii) one business day after deposit with a nationally-recognized overnight courier service marked for overnight delivery on the next business day and with all fees prepaid, to Owner at its address shown in the first paragraph of this Contract to the Attention of: General Counsel. This notice requirement shall not apply to Section 21 herein and Owner and Contractor shall separately agree as to whom and in what manner such notices shall be directed.

21. PERSONNEL RISK ASSESSMENT AND CYBER SECURITY ACCESS

- I. For employees or subcontractors of Consultant requiring access to Owner's facility or system and the Owner's customers and/or customer property, the following provisions apply.
- (A) The Consultant shall, at its sole cost, cause to be performed a personnel risk assessment ("Risk Assessment") of every employee or subcontractor of Consultant who has been deemed required by the owner. The Risk Assessment shall include, without limitation, identity verification, a seven (7) year criminal background check, and confirmation that the employee or subcontractor is not listed on any sanctions-related list of designated persons maintained by Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC") or the U.S. Department of State. To fulfill this requirement, Consultant shall select one of the following options and promptly notify Owner as to Consultant's selection:
- i. Risk Assessment performed by an accredited background check provider of the consultants choosing.
 - ii. Risk Assessment alternative: Consultant shall provide evidence of a current (unexpired) Transportation Worker Identification Credential ("TWIC") card of the employee or subcontractor of the Consultant.
- (B) No employee or subcontractor of Consultant shall be allowed to commence with performing services before the Risk Assessment of such employee or subcontractor has been completed (or evidence of a current (unexpired) Transportation Worker Identification Credential ("TWIC") card, in lieu of Risk Assessment) provided) and meets certain criteria identified by the Owner. Successful risk assessments may occur no more than 24 months ahead of the work start date.
- (C) Any employee or subcontractor of Consultant shall be allowed access to any of Owner's facilities and/or systems or access to the Owner's customers and/or customer property, only upon issuance of an Owner-issued identification card. Specific levels of access are determined by the Owner and must be approved in advance prior to access being granted.
- (D) Consultant shall, at its sole cost, re-perform a Risk Assessment of any employee or subcontractor of Consultant with physical or-electronic access to the Owner's customers and/or customer property every seven (7) years or for cause in either Consultant's or Owner's discretion.
- (E) If Owner grants such access to any employee or subcontractor of Consultant, the Consultant shall notify Owner either prior to or within eight (8) hours after an employee's or subcontractor's termination, or within twenty-four (24) hours after Consultant or Owner determines that an employee's or subcontractor's access is no longer required.
- II. **REGULATED ACCESS.** The Owner may, at any time during the term of this Contract and by providing no less than 30 calendar days' written notice to Consultant, designate any portion of Owner's facility in-scope pursuant to regulatory standards (which may include, but are not limited to, those required by the North American Electric Reliability Corporation Critical Infrastructure Protection ("NERC CIP"), Transportation Security Administration ("TSA"), Federal Energy Regulatory Commission ("FERC"), or the Nuclear Regulatory Commission ("NRC")). In the event that Owner provides such a notice, the following provisions shall apply:

- (A) Consultant shall cause to be performed a Risk Assessment for every employee or subcontractor whose work will require unescorted access to a regulated in-scope area and for whom a Risk Assessment has not been completed within the prior seven (7) years.
- (B) In addition, if any employee's or subcontractor's work will require access for which, under regulatory standards, regulatory-specific training is required, Consultant shall require each such employee and subcontractor to complete an Owner-furnished training program that meets regulatory requirements and related training requirements (which may be provided in person or through computer-based training). No employee or subcontractor of Consultant shall be granted physical or electronic access to regulated, in-scope areas without documentation of the completed regulatory-specific training.
- (C) Pursuant to regulatory standards and Owner's internal requirements, Risk Assessments must be re-performed at least once every seven (7) years, and the regulatory-specific training must be successfully re-performed at least once annually.
- (D) If Owner grants such access to any employee or subcontractor of Consultant, the Consultant shall notify Owner either prior to or within two (2) hours after such employee's or subcontractor's termination, or within eight (8) hours once Consultant or Owner determines such employee's or subcontractor's access is no longer required.
- (E) Consultant shall comply with any and all other applicable regulatory standards and requirements that are currently in effect or are hereafter adopted during the term of this Contract. Owner reserves the right to modify from time to time any of its procedures or requirements for Risk Assessments, regulatory-specific training or access to Owner facilities; provided, however, all such modifications shall be communicated to Consultant in writing.
- (F) Owner shall pay for any incremental costs of Consultant that are incurred as a result of future changes in regulatory standards and/or Owner requirements that are hereafter specified in writing by Owner under subsection (e) hereof. All such costs shall be itemized to Owner's reasonable satisfaction.

22. SAFETY

Contractor agrees to comply with all federal, state and local laws and regulations to provide a safe and healthy workplace as promulgated by the Michigan Occupational Safety and Health Administration (MIOSHA) and to correct any unsafe condition or safety and health hazard. Contractor agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy and report to Owner all hazards and unsafe conditions its investigation reveals. Contractor is exclusively responsible for protecting its workforce and shall indemnify Owner against all actions, suits, claims, demands, losses, charges, costs and expenses which Owner may suffer or incur as a result of or in connection with any breach of this sentence.

Contractor agrees to maintain a drug and alcohol program which ensures its employees be fit for duty and not be under the influence of alcohol or controlled substances (without a valid prescription for the controlled substances) at all times while performing for Owner, or when on Owner's premises. Contractor's subject Department of Transportation requirements for covered functions shall maintain a policy that includes reasonable testing procedures is responsible for testing and other related costs, for providing all required reports to any government agency, and, at Owner's request, Contractor shall make its policy and drug/alcohol testing statistics available to Owner's drug and alcohol testing program administrators as identified by Owner from time to time.

Contractor agrees to provide its workers with mutually-acceptable orientation and training to perform their jobs safely and will not ask or allow any employee to work or operate any equipment until the employee has received all relevant training including Owner's applicable safety information, orientation and training.

Contractor agrees to comply with Owner's applicable minimum safety requirements defined in the Safety, Health, and Environmental Standards, the "Contractor Oversight SHE Standards", which is attached to and made a part of this Contract, and shall comply with any reasonable requests while performing services at Owner's facilities. Owner

information is distributed, acknowledged, and verified through ISNetwork (ISN) which collects, reviews and stores contractor safety, health, environmental and compliance data.

Contractor agrees to maintain at Contractor's expense a subscription with ISNetwork (www.ISNetwork.com) for the duration of the Contract. Contractor shall also furnish ISNetwork with any company and employee information requested by ISNetwork in connection with ISNetwork's evaluation of Contractor ensuring each employee has an active profile and ISN-ID card.

It is Contractor's responsibility to maintain an acceptable rating within the ISNetwork's system. If at any time, Contractor's rating falls below what Owner, at its sole discretion, considers an acceptable rating, Contractor shall take appropriate measures to improve such rating. If Contractor is unwilling or unable to achieve such rating, Owner reserves any and all rights and remedies, including but not limited to, termination.

Owner makes no representation about the quality of services being performed by ISNetwork. Owner's use of ISNetwork in connection with the project shall not constitute or be construed as Owner assuming responsibility or liability for safety under the Contract or at law, and does not relieve Contractor from full compliance with its legal and contractual obligations. ISNetwork is an independent contractor, and any acts or omissions by ISNetwork shall not be considered an act or omission of Owner. ISNetwork is not an agent of Owner.

Contractor has and during the performance of this Agreement shall continue to report full, complete and accurate information to ISNetwork concerning Contractor's employees and work progress under this Contract, as required.

Contractor agrees to ensuring all of its subcontractors also adhere to these requirements. Failure of any contractor, subcontractor, or worker to comply with rules or expectations may result in corrective action by Owner up to requests for the removal of the worker, subcontractor or supervising contractor, and also may make the supervising contractor ineligible for future work with Owner.

23. TIER II SPEND

Owner is committed to the development of LGBT, minority, women, veteran and disabled-owned business enterprises ("Diverse Suppliers") and to returning spend dollars to vendors in the State of Michigan. Owner's expectation is that Contractor will share in these goals and offer Diverse Suppliers and Michigan-based suppliers maximum practical opportunities to participate in any subcontracts awarded by Contractor.

In addition, when Owner has an overall annual spend that exceeds \$3 million with Contractor, Owner requires Contractor to document and report its spend with Diverse Suppliers and Michigan-based suppliers ("Tier II Spend") associated with the execution of work. Owner will identify and advise Contractor on the format for reporting. Reporting may be for specific goods and services that directly support the fulfillment of Owner's work (direct spend) or as a ratio of Contractor's total sales and/or revenue to that associated with Owner (indirect spend.) A Contractor whose overall annual spend is less than \$3 million may voluntarily report its Tier II spend.

24. ATTACHMENTS

In addition to other documents referenced in this Contract as being attached to and made a part of this Contract, the following documents are attached to and hereby made a part of this Contract:

Contract Insurance Supplement Class A Contract (CSS Form 928)

Contract Addendum Contractor's Requirements - Hazardous Chemicals (Form 417A)

Special Conditions for Removal of Asbestos at Consumers Energy Company Facilities (CSS Form 0602)

Job Site Conditions Rev 08-05-15

25. SURVIVAL

The following portions of this Contract shall survive termination or expiration of this Contract, as well as the final completion and acceptance of the work hereunder, including without limitation, Sections 4 (Payment), 5 (Withholding Payment), 8 (Permits and Laws), 9 (Indemnity), 10 (Warranty), 12 (Auditing of Contractor's Accounts and Refunds) and 16 (Confidentiality), and all other provisions of this Contract providing for the limitation of or protection against liability of either party.

26. EXECUTION

The parties agree that signatures on this Contract may be made by electronic means in lieu of an original handwritten signature and said electronic signatures shall be binding. This Contract may be delivered by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. The parties may deliver or execute this Contract in any number of counterparts, each of which will be deemed an original, and all counterparts, when taken together, will constitute one and the same agreement. Any document generated by the parties with respect to this Contract, including this Contract, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically. The provisions of this Section 26 shall also apply to any Change Order and PCN entered into pursuant to Section 6 of this Contract.

27. ENTIRE AGREEMENT

This Contract embodies and constitutes the entire agreement and understanding between Owner and Contractor relating to the subject matter hereof and supersedes all previous representations, understandings, negotiations and agreements either written or oral between the parties hereto or their respective representatives.

CONSUMERS ENERGY COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____