

Shrader & Martinez Construction USA, LLC.
GENERAL CONTRACTOR
160 Dry Creek Road, Sedona, AZ 86336

22-1-1111

SUBCONTRACT AGREEMENT

THIS AGREEMENT (the "Agreement"), made this day, **6/15/2022** between Shrader & Martinez Construction USA, LLC., hereinafter called the "Contractor", and **National TAB**, herinafter called the "Subcontractor".

This Agreement concerns the Project and persons or entities defined below:

The Owner: **Shake Shack, 225 Varick Street Suite 301, New York City, NY 10014**

The Project: **ShakeShack_CanogaPark_CA 6600 Topanga Canyon Blvd., Space #FC10, Canoga Park, CA 91303**

The Architect: **Gensler of CA, 500 S. Figueroa Street, Los Angeles, CA 90071**

The Owner's Representative:

AGREEMENT

Contractor and Subcontractor agree as follows:

1. Contract Documents

1.1 For purposes of this Agreement, Contract Documents means this Agreement, all Exhibits attached hereto, the Contract between the Owner and Contractor, the General, Supplementary and any other conditions of the Contract between the Owner and Contractor, all Drawings and Specifications for the Project, all Addenda to the aforesaid items issued prior to the execution of the Agreement.

1.2 All of the Contract Documents are fully incorporated into this Agreement as if set forth fully herein.

1.3 The Subcontractor is bound to the Contractor by the Contract Documents and shall assume toward the Contractor, with respect to Subcontractor's performance hereunder, the obligations and responsibilities which the Contractor assumes toward the Owner.

2. Scope of Work

2.1 The Contractor employs the Subcontractor as an independent Contractor to furnish all material, perform all labor and do such other things related to the Project consistent with the Contract Documents and as set forth in Exhibit A hereto entitled "Scope of Work". It is expressly understood that the Scope of Work shall be governed by this Agreement and this Agreement shall control over any terms or conditions proposed by Subcontractor. Said obligations of the Subcontractor is hereinafter called the "Subcontract Work".

2.2 The Subcontractor agrees to perform the Subcontract Work under the direction of the Contractor, to the satisfaction of the Contractor, Owner and any specified representative of the Owner. The Subcontractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the Subcontract work in strict conformity with the Contract Documents. All of the Subcontract Work shall be done in the best and most workmanlike manner. All persons working on the Project at the direction of the Subcontractor shall be qualified, careful and efficient and the Contractor may remove from the Project any person not meeting these qualifications. Subcontractor shall be responsible for all layout of own work.

2.3 Without limiting any other provision of the Agreement, the Subcontract Work shall include all things reasonably implied or customarily provided in Subcontractor's line of work or necessary to complete such work for inspection and approval under the Contract Documents. Subcontractor will furnish all necessary tools, equipment, scaffolding, protection, and competent supervision and shall execute all work in the best and most workmanlike manner by qualified, careful and efficient workers who shall be satisfactory to Contractor.

3. Contract Price and Payments

3.1 In consideration of the complete and timely performance of all Subcontract Work, Contractor shall pay to the Subcontractor the sum of **FOUR THOUSAND THREE HUNDRED SIX AND 48 / 100 (\$4,306.48)**, subject to any additions and deductions for changes made pursuant to this Agreement. Any sales taxes are included in the price.

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Within seven (7) days after the Subcontractor completes its work on each phase of the Project described below, the Subcontractor shall deliver to

the Contractor an invoice for the Subcontract Work done on that phase of the Project. Application #1 will not be paid until Shrader & Martinez Construction USA, LLC. has received the following:

- a. Proof subcontractor's materials have been ordered
- b. Confirmation of delivery dates for materials
- c. Copy of any required state and/or city permits

Applications for payments must be billed as follows:

Application 1: **0.00** Application 2: **0.00** Application 3: **0.00** Application 4: **0.00**

3.3 If this agreement provides for installment payments on the price as the Subcontract Work progresses, each installment shall be paid upon the satisfaction of all the conditions for payment provided for in this Agreement. No progress payment shall be made if the Subcontractor is in default in any of the Subcontractor Work, of this Agreement, or if Insurance Certificate has not been submitted. Also, no progress payment shall be due until after the Contractor has received lien waivers (in a form acceptable to Contractor and Owner or as may otherwise be requested by Contractor), plus any other proof required by Contractor showing that Subcontractor's labor, materials and other bills respecting the Project have been paid and that the labor and materials covered by the progress payment have been provided by the Subcontractor. Furthermore, receipt of payment by the Contractor from the Owner for the Subcontractor's work is a condition precedent to payment by the Contractor to the Subcontractor. The Subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Contractor, for payment of the Subcontractor's work. Progress payments received from the owner for the Subcontractor for satisfactory performance of the Subcontractor's work shall be made no later than seven (7) days after receipt by the Contractor of payment from the Owner for the Subcontractor's work.

3.4 Final Payment shall be made to Subcontractor after completion of the Subcontract Work and upon satisfaction of all of the following conditions: final payment has been received by the Contractor for the Subcontract Work, the Subcontractor has paid all charges incurred by it for labor, materials and services related to the Project (including customary fringe benefits and payments due under collective bargaining agreements); the Subcontractor has paid in full any subcontractors or materialmen of the Subcontractor providing labor, materials or services related to the Project; the Subcontractor has provided the Contractor with the final lien waivers from the Subcontractor and any subcontractors or materialmen of the Subcontractor; and, hereunder, the Subcontractor has provided the Contractor with a warranty letter and as-built drawings. Receipt of final payment by the Contractor for the Subcontract Work is a condition precedent to the Contractor paying the Subcontractor for the Subcontract Work and the Subcontractor acknowledges that the Subcontractor relies upon the credit of the Owner for the payment of the Subcontract Work.

3.5 The Contractor may deduct from any payment due to the Subcontractor hereunder any sum owed to Contractor by the Subcontractor including sums due under this Agreement. In the event of any breach of this Agreement by the Subcontractor, or in the event of the assertion by others of any claim or lien against the Owner, Contractor, or Contractor's surety, which claim or lien arises out of an act or omission of the Subcontractor, the Contractor may, but is not required to, retain out of any payments due to Subcontractor an amount sufficient to protect Contractor from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Subcontractor to the satisfaction of the Contractor, even though Subcontractor may have posted a payment or performance bond.

4. Scheduling and Progress of Work

4.1 Within **One (1)** day after the Contractor notifies the Subcontractor to commence work in the field, at such points as the Contractor may designate, the Subcontractor shall commence the Subcontract Work and shall continue diligently in its performance in accordance with the Project Schedule. The Subcontractor must not delay the work of other subcontractors or the completion date of the Project. Time is of the essence of this Agreement. When provided below, the following dates shall govern the commencement and/or completion of the Subcontract Work and no further notice to the Subcontractor to commence work shall be needed:

Starting Date: **6/13/2022**

Completion Date: **10/13/2022**

The Subcontractor covenants that it will commence work promptly as directed by the Contractor, will supply enough properly skilled workers to perform the Subcontract Work in accordance with the Project Schedule and will supply enough proper materials, tools and equipment to perform the Subcontract Work in accordance with the Project Schedule.

4.2 The Subcontractor shall promptly provide the Contractor with scheduling information requested. The Project Schedule may be established either by the Contractor, the Owner or the Owner's Representative and may be revised as necessary as the work progresses. The Project Schedule may be established or amended either orally or in writing. Subcontractor shall comply with instructions given by Contractor, including any to suspend, delay or accelerate the Subcontract Work. Subcontractor shall not be entitled to any extra compensation for any suspension, delay or acceleration not specifically allowed and paid for by Owner.

4.3 If the Subcontractor fails to proceed with the Subcontract Work diligently or otherwise fails to comply with this Agreement, the Contractor may use its own employees or hire others to perform all or part of the Subcontract Work and may remove the Subcontractor from the Project. The Contractor shall notify the Subcontractor promptly of any election made by the Contractor under this section 4.3. If the Contractor uses its own employees or hires others to perform Subcontract Work under circumstances permitted by this Agreement, then the Subcontractor shall be liable to the Contractor for all amounts reasonably paid or incurred by the Contractor in performing Subcontract Work not done by the Subcontractor. The Contractor may offset amounts due to it under this section 4.3 against any unpaid amount due to the Subcontractor hereunder and shall be entitled to recover from the Subcontractor any amount incurred by the Contractor pursuant to this Section 4.3 that is not covered by the offset.

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4.4 Subcontractor shall give adequate notices pertaining to its work to the proper authorities and shall secure and pay for all necessary licenses and permits to carry on its Work; a copy to be provided to Contractor by Subcontractor prior to the start of Subcontract Work.

4.5 Subcontractor shall at all times give personal supervision to the work or have at the site a competent foreman or superintendent satisfactory to Contractor and with authority to act for Subcontractor.

5. Insurance and Bond

5.1 Before starting the Subcontract Work, and as a condition of payment hereunder, the Subcontractor shall purchase and maintain, at its expense, insurance that will protect the Subcontractor and the Contractor from any and all claims arising out of the Subcontract Work arising out of any act, omission or operation of the Subcontractor related to this Agreement or arising out of any act, omission or operation of any party retained or employed by the Subcontractor in connection with the Subcontract Work including, but not limited to, subcontractors, suppliers, consultants and experts. Without limiting the generality of the foregoing, the Subcontractor at its expense shall maintain at all times with an insurance company with an A.M. Best Financial Strength Rating not less than "A-" the following insurance coverages with limits not less than stated below:

- a. Commercial General Liability policy (CGL) with limits of Insurance not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL General Aggregate Limit should apply separately to each project. CGL Coverage should be written on Insurance Services Office (ISO) occurrence form CG 00 01 (with an edition date no earlier than 10/01) or an equivalent form, providing coverage for liability arising from premises and operations, products and completed operations, contractual liability for any indemnification obligations, the work of independent contractors, and personal injury and advertising injury.
- b. Workers' Compensation and Employers' Liability Coverage with limits not less than \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.
- c. Comprehensive Automobile Liability Coverage with limits of Insurance not less than \$1,000,000 combined single limit, bodily injury and property damage combined, endorsed to cover all owned, non-owned, and hired vehicles.
- d. Umbrella Liability Coverage with limits of Insurance not less than \$2,000,000 combined single limit, bodily injury and property damage combined. Coverage is to be in excess of CGL and Business Automobile policies, providing a drop-down endorsement in the event underlying limits are exhausted by claims.
- e. Subcontractor(s) is required to obtain a Waiver of Subrogation on the CGL, Business Automobile, Workers' Compensation and Umbrella Liability policies. Additional Insured Coverage for ongoing and completed operations (for CGL and Umbrella), on a Primary and Non-Contributory basis to Contractor, the Project Owner, and all other parties, as required of Contractor by contract. CGL and Umbrella coverage, including completed operations coverage for itself and all Additional Insureds through the duration of the project and for the length of the statute of repose of the state where the project is located.
- f. Aircraft Insurance. If the Subcontractor or their Subcontractors use any owned, leased, charter or hired aircraft of any type (including helicopters) in the performance of this contract, they shall maintain aircraft liability insurance in the amount not less than \$10,000,000.00 per occurrence including Passenger Liability.



5.2 Prior to commencing any work, Subcontractor shall furnish Contractor with a certificate of insurance evidencing that all coverages required under this Agreement are in effect and replacement certificates shall be furnished for all renewals of such insurance. Such insurance shall be endorsed to name Shrader & Martinez Construction USA, LLC., its directors, officers, employees, agents and representatives (hereinafter referred to as "Additional Insured's") as Additional Insured's, and shall contain a waiver of subrogation clause in favor of the Additional Insured's. Such insurance shall also cover the actions, omissions and operations of any subcontractor, consultant, expert or other party that Subcontractor may utilize under this Agreement. Further, each insurer must provide thirty (30) days written notice of cancellation or adverse material change, including, but not limited to a reduction in limits available to the Additional Insured's, in Subcontractor's insurance. Any such notice of cancellation shall not be effective for thirty (30) days after the receipt by the Contractor. In the event Subcontractor fails to procure or maintain in force the insurance specified herein, Contractor may, but shall not be obligated to secure such insurance, at the Subcontractor's expense, and may deduct the cost of any such insurance procured by the Contractor from the amount due to the Subcontractor under this Agreement.

5.3 Subcontractor shall: (1) not commence work on the project site, (2) be specifically enjoined from the project site, and (3) not be paid any payment until such time as Subcontractor evidences adequate insurance coverage is in place from the time of commencement of their work on the project site as required herein by returning to the Contractor a properly executed Certificate of Insurance.

5.4 Any subcontractor installing Exterior Insulated Finish System (EIFS) must not have an EIFS exclusion on their CGL policy.

5.5 If a bond is requested by checking the space provided below, the Subcontractor shall provide, at its expense, the Contractor with a Surety Bond, acceptable to the Contractor, in an amount equal to the price specified in this Agreement.

Check if a bond is required: N/R

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6. Changes

6.1 Contractor may, by written order by Contractor's Project Manager, make changes in the Subcontractor's Work.

6.2 Subcontractor shall not be entitled to any payment or any claim for extra work rendered by the Subcontractor on the Project unless all of the following conditions are met:

- a. The Contractor's Project Manager has authorized the extra work, in writing, before said work is performed by the Subcontractor;
- b. A fixed amount for the extra work has been agreed to in writing by the Contractor's Project Manager and the Subcontractor has submitted to the Contractor daily time records and invoices for material costs which substantiate the Subcontractor's claim; and
- c. The Subcontractor has submitted a separate itemized invoice for extra work along with Contractor's Project Manager's written work authorization within seven (7) days of completion.

6.3 A signed change order of work authorization by the Contractor's field superintendent is not an approval to perform the extra work and the Subcontractor will not be entitled to any payment or claim for the extra work. The Contractor's Project Manager must authorize the extra work, in writing, before the extra work is performed by the Subcontractor. If Subcontractor does not receive written authorization for the extra work from the Contractor's Project Manager and completes the extra work, the Subcontractor will not be compensated for the extra work performed.

6.4 If any change in the Subcontractor's Work made pursuant to Section 6.1 reduces the Subcontractor's Work, the price due to the Subcontractor shall be reduced by the reasonable value of the Subcontract Work eliminated by the change. However, the preceding sentence shall not apply to expenses incurred by the Subcontractor before receiving the written change order that reduces the Subcontract Work.

7. Inspection and Approvals

7.1 Subcontractor shall provide at its own place of business, all the places of business of its subcontractors and suppliers, and all the Project, sufficient safe and proper facilities for the inspection of Subcontractor's work by the Contractor, Owner or any other authorized representative. Subcontractor shall notify Contractor when portions of its work are ready for inspection.

7.2 Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, proceed to take down and remove from the Project all portions of its Work which the Owner, the Owner's Representative or the Contractor shall condemn as unsound or improper or in any way failing to meet the specifications and Subcontractor at his own expense shall make good all his work or any other work damaged by such removal and replace all removed portions of his work, or other work which cannot be repaired, with materials and workmanship meeting specifications.

7.3 The approval by the Owner or his representative of any submittals by the Subcontractor shall not relieve Subcontractor of liability for any deviations from any contract requirement unless specifically called to the Contractor's attention, in writing, and so acknowledged by the Contractor in writing.

8. Termination and Correction or Adjustment for Improper Work

8.1 If Subcontractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute the work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of Contractor or other subcontractors, or fail in the performance of any of the covenants herein contained, the Contractor either may terminate this Agreement by a written notice to Subcontractor or may give the Subcontractor notice that this Agreement will terminate after a period of time stated in the notice unless the Subcontractor remedies the matters stated in the notice within the stated time. Upon termination of this Agreement, the Subcontractor shall leave the Project immediately. The Contractor's rights to terminate under this Section 8.1 is in addition to all other rights and remedies provided in this Agreement and may be exercised whether or not the Contractor has exercised any other right or remedy under this Agreement.

8.2 Upon termination of this Agreement, the Contractor may take possession of the work in progress, materials, tools, appliances and equipment and of Subcontractor at the building site, and through himself or others provide labor, equipment and materials to prosecute Subcontractor's work on such terms and conditions as shall be deemed necessary. The Subcontractor shall be liable to the Contractor for all costs, charges, expenses, losses, damages and attorney's fees, incurred by the Contractor as a result of Subcontractor's failure to perform any obligation hereunder or incurred in performing any of the Subcontract Work. The Contractor may offset any amounts due to it hereunder from the Subcontractor against any amount due to the Subcontractor from the Contractor and the Contractor shall be entitled to recover from the Subcontractor any amount due to the Contractor hereunder that is not covered by the offset. Upon termination, Subcontractor waives all rights to file claim or mechanics lien of any sort against the premises, Owner or Contractor.

8.3 If the Contractor terminates this Agreement, the Subcontractor shall not be entitled to any further payments under this Agreement until Subcontract Work has been completed and accepted by the Owner, and payment has been received by the Contractor from Owner with respect thereto.

8.4 Additionally, Contractor shall have the right to terminate this Subcontract, by written notice, without Subcontractor being at fault, for any cause of its own or the Owner's convenience, and require Subcontractor to immediately stop work. In such event, Contractor shall pay Subcontractor for the Subcontract Work actually performed prior to the giving of such notice. Contractor shall not be liable to Subcontractor for any other costs or damages including but not limited to lost profits resulting from the termination. In no event, shall the Contractor be liable to Subcontractor for any sum greater than that which Contractor receives from Owner with respect to Subcontractor's performance, less any costs incurred by Contractor.

8.5 Without limiting any other provision herein, if the Owner terminates its contract respecting the Project with the Contractor, then, upon notice to the

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Subcontractor, this Agreement shall terminate and any amount due to the Subcontractor shall be determined under Section 8.4 of this Agreement.

9. Arbitration

9.1 All claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by making or acceptance of final payment by Subcontractor shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable. All Arbitration proceedings shall be in Sedona, Arizona, and Arizona law shall apply.

10. Indemnity

10.1 TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CONTRACTOR, THE OWNER, THE ARCHITECT (COLLECTIVELY THE "INDEMNIFIED PARTIES"), AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO SUBCONTRACTOR'S PERFORMANCE OF WORK AT A PROJECT OR OTHER ACTIVITIES OF SUBCONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACT/OMISSION OR INTENTIONAL ACT/OMISSION OF SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY OR CONTRACTED BY SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR MAY BE LIABLE.

10.2 NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES, AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNIFIED PARTY, IT BEING THE EXPRESSED INTENT OF THE INDEMNIFIED PARTIES AND SUBCONTRACTOR THAT IN SUCH EVENT THE SUBCONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY OR DEATH OF SUBCONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE INDEMNIFIED PARTIES UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

10.3 THE OBLIGATIONS FOR INDEMNIFICATION HEREIN REQUIRED ARE SEVERABLE. THE INAPPLICABILITY OF ANY PORTION OF THE OBLIGATIONS FOR INDEMNIFICATION HEREUNDER DUE TO STATUTE, COURT DECISION OR ANY OTHER BASIS SHALL NOT MODIFY, REDUCE OR LIMIT OTHER OBLIGATIONS SET FORTH HEREIN. THE OBLIGATIONS FOR THE SUBCONTRACTOR TO INDEMNIFY AND HOLD HARMLESS WCI AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SUBCONTRACTOR'S WORK UNDER THE SUBCONTRACT DUE TO THE NEGLIGENT ACTS OR OMISSIONS OF THE SUBCONTRACTOR WILL BE DEEMED A SEVERABLE DISTINCT OBLIGATION.



11. Damage to Work

11.1 All loss or damage to Subcontractor's work resulting from any cause whatsoever shall be borne and sustained by Subcontractor and shall be solely at its risk until final acceptance by Contractor, Owner or the Owner's Representative. Subcontractor shall at all times and at its expense protect all labor, materials, supplies, tools and equipment against any damage, injury, destruction, theft or loss and in no event shall Contractor be liable or responsible therefore, and likewise for those of its mechanics, laborers, and materialmen, for all of which Subcontractor shall be solely responsible. Subcontractor shall at its expense promptly repair or replace damage to the work of others, or to any part of the project, resulting from its activities. Contractor can deduct reasonable amounts due from Subcontractor for damage not promptly repaired or replaced.

12. Compliance with Law and Safety

12.1 All work, labor, services and materials to be furnished by Subcontractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said Laws will be furnished by Subcontractor as part of this Subcontract without any additional compensation. Subcontractor agrees to indemnify and save Contractor and Owner harmless from and against any and all claims, loss or expense caused directly or indirectly by its failure to fully comply herewith.

12.2 Subcontractor agrees that the prevention of accidents to workmen engaged in the work under the Subcontractor is solely its responsibility. Subcontractor shall comply with all applicable safety laws and to any safety standards established during the progress of the work by the Contractor. If requested Subcontractor shall submit a safety plan for review by Contractor. The review of any safety plan by Contractor shall not be deemed to release Subcontractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Agreement.

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12.3 When so ordered, Subcontractor shall stop any part of the work which Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken. Should Subcontractor neglect to adopt such corrective measures, Contractor may do so and deduct the cost from payments due to Subcontractor. Subcontractor shall submit copies of all accident or injury reports to Contractor in a timely manner.

12.4 Subcontractor must attend weekly jobsite safety meetings.

12.5 Subcontractor must supply and maintain current material safety data sheets on the jobsite and provide copies to Contractor's home office.

13. Assignments

13.1 Neither this Agreement nor any interest therein may be transferred, voluntarily or involuntarily, nor may the work or any part thereof be subcontracted, without the written consent of Contractor.

14. Warranty

14.1 Subcontractor warrants to the Agreement Contractor, and Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all work under this Subcontract shall be of good quality, free from faults and defects and in conformance with this Agreement, including the Contract Documents.

14.2 Subcontractor agrees to promptly make good, without cost to Contractor or Owner, any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period established in the Contract Documents, and if no such period be stipulated in the Contract Documents, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the project by Owner. Subcontractor further agrees to execute any special guarantees as provided by the Contract Documents or required by law. Subcontractor shall require similar guarantees from all vendors and lower-tier subcontractors.

14.3 Subcontractor shall pay for all changes to the Subcontract Work resulting from such defects in workmanship or materials and all expenses necessary to replace or repair the work, including that damaged or disturbed by making replacements or repairs. This guaranty is in addition to all other guaranties, warranties and rights contained in the Contract Documents.

15. Taxes and Charges

15.1 The Subcontractor shall be responsible for all payments of taxes, contributions and/or premiums payable on his employees or on his operations under worker's compensation laws, unemployment compensation laws, the Federal Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes and any other taxes, contributions and/or premiums which may become payable by operation of law or contract, including contributions payable by the employees, and Subcontractor shall save Contractor harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with such requirements. Subcontractor shall comply with any rules and regulations at any time applicable hereto and shall, on demand, substantiate that all taxes and other charges are being properly paid.

16. Labor Relations

16.1 Subcontractor shall do whatever is necessary in the progress of its work to assure harmonious labor relations at the Project and to prevent strikes or other labor disputes. Subcontractor shall employ only such labor as, to Contractor's satisfaction, will work in harmony on the job and shall not use materials or employ means which may cause strikes or other labor troubles.

16.2 Subcontractor shall comply with all labor agreements and jurisdictional decisions presently in force with the Contractor. If the Subcontractor's bid or proposal to the Contractor was based on union labor rates, the Subcontractor shall use union workers unless the Contractor consents otherwise in writing.

16.3 If the Subcontractor uses labor or materials that cause a labor problem for either the Contractor or the Owner, and the Subcontractor fails to eliminate the problem within twenty-four (24) hours of receiving notice to do so, the Contractor may terminate this Agreement and remove the Subcontractor from the Project.

17. Subcontractor's Investigation and Representations

17.1 The Subcontractor hereby acknowledges and certifies that it has examined the site and has carefully read and examined the Agreement including all Contract Documents as defined for the entire project of which the work covered by this Agreement is a part. Subcontractor agrees that it is and will be bound by and willfully, faithfully and punctually perform all of the provisions of the Agreement insofar as they relate or pertain in any manner to work covered by this Agreement or any part thereof, including, but not limited to, all labor, material, services, reports, tests, working drawings, permits, inspection certificates, indemnities and guarantees specified, indicated or reasonably intended by the terms of the Agreement. The Subcontract Work covered by this Agreement is to be done under the direction of the Contractor and to the satisfaction of the Contractor, Architect, Engineer and Owner. The decision of the Architect or Engineer as to the true construction and meaning of the Drawing and Specifications in respect to the work covered by this Agreement shall be final and binding upon the Subcontractor. The Subcontractor further acknowledges that it has checked the approaches and access to the jobsite, nearby structures, telephone and power lines, and all governmental laws, ordinances and regulations relating to the use of streets, highways and alleyways, which may in any manner restrict, interfere with, delay or otherwise affect delivery, storage, handling, hoisting and rigging of any and all materials and equipment. The Subcontractor agrees that no additional charge will be made by reason of such conditions, laws ordinances, regulations or restrictions.

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18. Review by Legal Counsel

18.1 Subcontractor acknowledges and agrees that it was afforded the opportunity to review this Subcontract with legal counsel of its choosing prior to execution.

19. Entire Subcontract

19.1 This Agreement represents the final agreement between parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

20. Clean Up

20.1 Subcontractor shall clean up and haul away all debris created by the work it has performed to the Contractor's provided dumpster unless specified differently in the Scope of Work Exhibit A. Contractor will give Subcontractor a twenty-four (24) hour notice to remove its debris from the site. If the Subcontractor has not diligently proceeded with the clean-up work, the Contractor may, at its option, perform said work and withhold from monies due the Subcontractor the actual cost of such services, including a reasonable amount for administrative cost, plus fifteen percent (15%) fee.

21. Liens and Claims

21.1 The Subcontractor shall fully protect, indemnify, defend and hold harmless the Contractor and the Owner from and against any and all breaches of this Agreement as well as any liens and/or claims of laborers, mechanics, materialmen and subcontractors of the Subcontractor hereunder. In the event that any such lien shall be filed or claim asserted, the Subcontractor shall promptly remove or discharge the same within five days after notice from the Contractor. If Subcontractor does not timely remove or discharge the lien or settle the claim the Contractor shall have the right to settle, remove or discharge the same by bonding, payment or otherwise. The amount of any payments, costs and/or expenses made or incurred by the Contractor in connection with the any breach of the Agreement by Subcontractor, settlement of a claim, removal or discharge of any such lien, including the Contractor's administration expenses, attorney fees and expenses, may be deducted by the Contractor from any payments then due or thereafter to become due to the Subcontractor, whether under this Agreement, or from any other source.

22. Miscellaneous

22.1 If Contractor does not insist in any instance upon strict compliance with any of the provisions of this Agreement, or exercise any options provided, this shall not be construed as a waiver of its right to thereafter require such compliance or to exercise such option.

22.2 This Agreement comprises the entire agreement between the parties relating to the work covered hereby and no other agreement, representation or understanding concerning the same has been made and no oral statement, understanding, or agreement shall affect the terms hereof.

22.3 This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of parties hereto.

22.4 The following exhibits are attached hereto and made part hereof: Exhibit A

Agreed as further evidenced by the signatures below:

DocuSigned by:
Shrader & Martinez Construction USA, LLC.
Nick Pavletic
By: _____
90D7BDDE3B6A4ED...
Title: PROJECT MANAGER

DocuSigned by:
Will Turnbough
By: _____
0EA29F5452E446A...
Subcontractor: National TAB

Will Turnbough
Printed Name: _____
Title: **VP NATIONAL**

Initials  

Shrader & Martinez Construction USA, LLC.

General Contractor 160 Dry Creek Road Sedona, AZ 86336

SUBCONTRACT AGREEMENT

“EXHIBIT A”

OTHER CONDITIONS OR PROVISIONS

Subcontract Date: 6/15/2022

Project Number: 22-1-1111

Project Name and Address: ShakeShack_CanogaPark_CA
6600 Topanga Canyon Blvd., Space #FC10, Canoga Park, CA 91303

Subcontractor Name: National TAB
1329 E Kemper Road Suite 4210
Cincinnati, OH 45246
(513)860-2050-Phone / -Fax

Per Plans and Specifications Dated: FULL SET OF DRAWINGS PER TITLE SHEET DATED 1/7/2022

SCOPE OF WORK: WORK PER PLANS, SPECIFICATIONS & CODE, INCLUDING, BUT NOT LIMITED TO:
PER ATTACHED PROPOSALS 03/2/2022 AS PER PLANS AND SPECIFICATIONS.

FURNISH LABOR AND MATERIALS, TOOLS, AND INCIDENTALS TO COMPLETE THE TAB-National TAB AS PER PLANS AND SPECIFICATIONS, STATE AND LOCAL CODES, AND THE 6600 Topanga Canyon Blvd. REQUIREMENTS.

- ALL EQUIPMENT AND MATERIALS MUST BE PER SPECIFICATIONS; NO SUBSTITUTIONS WILL BE ACCEPTED.
- SUBCONTRACTOR IS RESPONSIBLE FOR CLEAN UP AND REMOVAL OF OWN TRADE'S DEBRIS TO CONTRACTOR'S FURNISHED DUMPSTERS.
- ADDITIONAL WORK MUST BE AUTHORIZED IN WRITING AND INVOICED SEPARATELY.
- ALL WORK WILL CONFORM TO LANDLORD'S STANDARDS.
- PROJECT SUPERINTENDENT OF CONTRACTOR WILL SCHEDULE WORK; SUBCONTRACTOR WILL ADHERE TO SCHEDULE.
- SUBCONTRACTOR WILL PROVIDE WARRANTY LETTER FOR WORK PERFORMED AND MATERIALS PROVIDED FOR A PERIOD OF ONE (1) YEAR FROM COMPLETION OF PUNCH LIST PRIOR TO RECEIVING FINAL PAYMENT.
- COST INCURRED BY OTHERS DUE TO SUBCONTRACTOR'S FAILURE TO ADHERE TO SCHEDULE WILL BE BACK CHARGED TO CONTRACT SUM.

INCLUSIONS and EXCLUSIONS follow on the next page

Initials

DS
NP

DS
WT

Inclusions

PER ATTACHED PROPOSALS 03/2/2022.


Exclusions

PER ATTACHED PROPOSALS DATED 03/2/2022.

Initials

^{DS}
NP

^{DS}
Wt

 Comfort. Under control.	1329 E KEMPER RD. SUITE 4210	
	CINCINNATI, OH 45246	
	513-860-2050	
	will@nationaltab.com	
Client:	Project:	Shake Shack #1423 Topanga
Email:	QUOTE #:	2022-3-2-8J9
ATTN:	BID DATE:	3/2/2022
Address:	Jobsite location:	6600 Topanga Canyon Blvd #FC10, Canoga Park

Thank you for allowing National TAB this opportunity to offer Indoor Air Quality (IAQ) Solutions and the RGF PHI multi-zone Air purification systems.

The impact of harmful bacteria, mold, airborne allergens have been a primary battle for indoor air quality and health. National TAB has developed different IAQ & Renew programs to ensure optimum results to lower the degree to which the HVAC can spread of harmful airborne pathogens. The current outbreak of Coronavirus has stimulated the need to protect employees and the public by ensuring the IAQ can scrub to levels beyond what current filters and quarterly (non-continuous) cleaning can provide. This proposed solution for your application is to install RGF's PHI Air Purification systems. In addition, the PHI technology provides an extended Kill radius downstream of the device to continue to disinfect the indoor air and contact surfaces.

Below is our price to provide and install the RGF PHI Technology Air Purification Systems.

<u>PHI Air Purification:</u>	<u>Qty.:</u>	<u>PHI Air Purification:</u>	<u>Qty.:</u>
REME HALO	1	PHI-PKG-14	1

SCOPE OF WORK:

1. National TAB to provide and install (if services included) the proposed RGF PHI systems listed above. Each system will be implemented into your HVAC Air Handling Unit(s) to actively work in the air and on surfaces within your indoor environment.

This proposal includes a written report to be submitted upon completion of all work by National TAB.

Product Subtotal = \$1,123.45
Services Subtotal = \$638.03

Product + Services Total = \$1,761.48


Estimated Sales Tax (If applicable, ADD) \$73.02


(If no tax or tax exempt, deduct. Requires tax exempt form.)

NOTE: Sales tax (if applicable) is estimated based on location sales tax rates and actual tax to be billed and presented with final invoice. Price includes freight to get product to facility. Lead times from the time of order currently are longer than normal (can be as much as 16 – 20 weeks) due to VERY HIGH demand for this specific type of technology.

National TAB, LLC has agreed with the client for a set fee to perform specific task. Work to be performed 1st shift only.

WE HEREBY PROPOSE to furnish labor and parts complete in accordance with NATIONAL TAB specifications, for the sum of: (Amount above) US dollars Payment to be made as follows: Terms as specified by our accounting department. If approved, 20% Down / Net 30

<p>Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance to terms agreed upon.</p> <p>DocuSigned by:  Nick Pavletic</p> <p>Client Signature _____ Client Date of Acceptance <u>6/24/2022</u></p>	<p>Authorized Signature for NT:</p> <p><u>Will Turnbough</u></p> <p>Date: <u>03/02/22</u></p>
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 Comfort. Under control.		1329 E KEMPER RD. SUITE 4210	
		CINCINNATI, OH 45246	
		513-860-2050	
		will@nationaltab.com	
Client:		Project:	Shake Shack #1423 Westfield Topanga
Email:		QUOTE #:	2022-3-2-8J9
ATTN:		BID DATE:	3/2/2022
Address:		Jobsite location:	6600 Topanga Canyon Blvd #FC10, Canoga Park

Thank you for allowing National TAB this opportunity to bid on the testing and balancing of this project.

The following is our understanding of the scope of work and the associated cost.

Equipment:	Qty.:	Equipment:	Qty.:
RTUs/AHUs/FCUs		Exhaust Fans	
DOAS Systems		Air Devices	
Kitchen Hood			

SCOPE OF WORK:

1. Single Trip only. If there is commissinoing agent and a seperate trip is required for a walk thru, add \$1850 (one day only)
2. TAB of listed equipment
3. Title 24 Testing excluded (please request price if needed)


This proposal includes a written report to be submitted upon completion of all work by National TAB.

TOTAL PRICE = \$ 2,545.00

Any parts if required will be additional. However, no parts will be provided without initial approval unless National TAB, LLC has agreed with the client for a set fee to perform specific task. Lift rental to be additional if required if not provided by owner or GC. Work to be performed 1st shift only.

Not included in price: Sound and Vibration testing, Indoor Air Quality testing, and Pre-testing is not included unless price is specified separately above.

WE HEREBY PROPOSE to furnish labor complete in accordance with NATIONAL TAB specifications, for the sum of: Two Thousand Five Hundred Forty Five US Dollars and Zero Cents and any selected options stated above. Payment to be Terms as specified by our acct department. New accounts are required to fill out a credit application.

<p>Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance to terms agreed upon.</p> <p>Client Signature _____  90D7BDDE3B6A4ED... 6/24/2022</p> <p>Client Date of Acceptance _____</p>	<p>Authorized Signature for NT:</p> <p><u>Will Turnbough</u></p> <p>Date: <u>03/02/22</u></p>
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