

Subcontract Number: 202426-05

This subcontract is dated effective as of 10/2/24 by and between **Contractor** and **Subcontractor**.

WHEREAS, Contractor has entered into the **Prime Contract** for construction dated _____ with **Owner** for **The Project**, and **WHEREAS**, the architect for The Project is **Architect**.

Contractor:
 Starco Inc.
 PO Box 170160
 Dayton, OH 45417-0160
 Telephone: 937 461-2422

Subcontractor:
 NATIONAL TAB
 1329 E KEMPER RD STE 4210
 CINCINNATI, OH 45246
 Telephone: 513 860-2050
 Fax:

Owner:
 SHOOK Construction Company
 2000 W. DOROTHY LANE
 MORAIN, OH 45439

The Project:
 DAYTON REG STEM SCHOOL
 2850 DONATION CIRCLE
 KETTERING, OH 45420
 Site Contact: JONATHAN M STUMPF
 Telephone:
 Fax:

Architect:

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, Contractor and Subcontractor hereby agree as set forth in the Subcontract Addendum.

Billing Code	Description	Amount
	AIR BALANCE	11,309.00

Notes

Remarks

OHIO LICENSE # 26516

FURNISH LABOR, TOOLS AND SAFETY FOR BALANCING WORK PER PLANS & SPECIFICATIONS FOR DAYTON REGIONAL STEM SCHOOL PK-5.

WORK INCLUDES THE FOLLOWING BUT NOT LIMITED TO:
***(5) AHU(S) , (55) VAV(S), (8) EXHAUST FAN**
***PROVIDE PENCIL & FINAL COPIES OF BALANCE REPORTS**

- *Furnish Submittals for APPROVAL to jstumpf@starco-inc.com
- *Order is Subject to the Engineers Approval. Do Not Release Order until Approval has been Authorized.
- *Furnish W-9
- *Furnish Current Workers Compensation Certificate and Certificate of Insurance for Project. Attached is the Sample COI for the required wording and requirements
- *5% Retainage on the Project
- *Schedule of Value Breakdown needs to be submitted for approval to jstumpf@starco-inc.com before billings come be accepted.
- *Pencil Copy of Billings must be submitted to apar@starco-inc.com by the 10th of the month.
- *Furnish pdf format of as-builts, O&M Manuals, List Parts and Warranties to jstumpf@starco-inc.com and caugust@starco-inc.com
- *Submit Monthly Employee Utilization Report Input Form 29 by 10th of each month to the State of OHIO EEO Division via the State of OHIO Gateway Website: www.gateway.ohio.gov

"STARCO, INC. IS AN EQUAL OPPORTUNITY EMPLOYER"

For the above-referenced Subcontract Price, the Subcontractor agrees to furnish, at its own cost and expense, all labor, materials, tools equipment and facilities necessary to do and fully complete the work (the "Subcontract Work") described herein to the satisfaction of the Contractor in a timely manner and in accordance with the terms and conditions set forth herein, and reasonably inferable from the Plans and Specifications and the Subcontract Documents, and upon the Purchase Order issued herewith which is not valid until this agreement is executed by the Subcontractor and a copy returned to Starco, Inc. The Subcontractor shall pay all sales, consumer use and other similar taxes required by law. The Subcontractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Subcontract Work.

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The Subcontract Work is generally described as: **BALANCING** and is specifically described in the Plans and Specifications previously inspected and bid by Subcontractor and/or the Special Conditions attached. The Subcontract Documents include this Agreement, the following Terms and Conditions, the Owner-Contractor agreement, any Special Conditions, any General Conditions, the Plans and Specifications, drawings, addenda, change orders, amendments and other documents referred to herein and therein. Subcontractor and Contractor agree that the terms and conditions set forth in this Agreement (and documents referenced herein) shall exclusively govern any work performed by Subcontractor. Any Subcontractor forms and the preprinted terms and conditions appearing on the face and reverse side of any such forms, including any terms or conditions contained in Subcontractor's quote, shall be null and void. There are no verbal agreements between the parties. This Agreement may be amended only in writing by the Contractor and Subcontractor. In the event of a conflict between this Agreement and the other Subcontract Documents, this Agreement shall control.

Said work shall be commenced and completed in accordance with the project schedule, or as otherwise directed by Starco, Inc., from time to time. Subcontractor is an independent contractor and is responsible for all payments to its employees, including but not limited to salary, wages, federal, state or local taxes, and any fringe benefits required to be paid to said employees. Subcontractor agrees that all Subcontract Work will be performed by individuals who are licensed and authorized to perform said work, and in a fashion that is consistent with all applicable building codes and local jurisdiction.

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT TERMS AND CONDITIONS

1. The Subcontractor hereby certifies and agrees; that he has examined all the plans and read and examined all the specifications provided by Contractor, or obtained by Subcontractor; that he has examined the Subcontract Documents; that he has visited the site; that he and his Subcontractors will be and are bound by any and all parts of said plans and specifications insofar as they relate in any part or in any to the Subcontract Work. It is hereby specifically agreed that the Subcontractor shall not sublet, assign or transfer this Agreement, or any part thereof, without the written consent of the Contractor. Subcontractor agrees that no additional compensation will be requested if based on conditions which he could have discovered upon reasonable investigation of the site, the Subcontract Documents and/or the Subcontract Work. To the extent the terms of the Owner-Contractor agreement apply to the Subcontract Work, then Contractor assumes toward Subcontractor all the obligations and rights that Owner under the Owner-Contractor agreement assumes toward Contractor; and, in an identical way, Subcontractor assumes toward Contractor all the obligations and rights that Contractor under the Owner-Contractor agreement assumes toward Owner. If the Owner-Contractor agreement contains a liquidated damage provision for delay, Subcontractor shall be liable for liquidated damages to the same extent provided therein, but only to the extent caused by Subcontractor.

2. It is understood and agreed by and between the parties hereto, that the Subcontract Work is to be done under the direction of the Architect, Chief Engineer, Superintendent of the Contractor, or other authorized representative of the Contractor, and that their decisions as to the true construction and meaning of the drawings and specifications shall be final.

3. Changes; Claims. No change in the scope, time or price of the Subcontract Work specified herein shall be binding on Contractor unless a written change order is signed by Contractor's authorized representative prior to said change. **NO ALTERATIONS OR CHANGES SHALL BE MADE EXCEPT UPON A WRITTEN CHANGE ORDER DULY EXECUTED BY THE CONTRACTOR**, or his authorized representative. The Contractor assumes no obligation to pay for changes or alterations performed without a prior written and duly executed change order. The amount to be paid by the Contractor, or allowed by the Subcontractor, by virtue of such changes, shall be stated in the change order. Subcontractor shall give Contractor written notice of all claims for extra compensation or extra time within seven (7) days of the Subcontractor's knowledge of the facts giving rise to the event for which claim is made and shall provide written supporting documentation of its claim.

4. Inspection; Correction of Defective Work. The Subcontractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Subcontract Work by the Contractor, the Architect, and their authorized representatives, and shall within twenty-four (24) hours after receiving written notice of unsound or improper work, proceed to take down all portions of the work and remove from the grounds and buildings all material, whether worked or unworked, which the Architect, the Chief Engineer or superintendent of the Contractor shall condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and the Subcontractor shall make good all work so condemned and all other work damaged or destroyed in the making good of such condemned work.

5. Submittals; Delays. If so required, Subcontractor is to provide Contractor with all pertinent shop drawings and material submittals in a timely fashion prior to starting the Subcontract Work as to allow the Contractor sufficient time to review and comment on said shop drawings and submittals. Subcontractor is responsible to make the Contractor aware of any long lead items that may affect the Project schedule and to make arrangements to rectify any delay to the Project schedule they may cause. The schedule of work, including the Subcontract Work, will be revised when necessary as the Project progresses. The Subcontractor recognizes that revisions will need to be adapted to and the manpower adjusted in order to work with the Contractor and other subcontractors so as not delay or damage others' performance of work. It is agreed that the Subcontract Work will be carried on by the Subcontractor promptly and efficiently and in accordance with the updated Project schedule, and without delaying other branches of work; and, if necessary, certain parts of the Subcontract Work may be prosecuted in preference to others. In order to secure the execution of the Subcontract Work at, and within, the time specified, it is hereby distinctly agreed that damages arising from the non-fulfillment of this Agreement as regards to time, may, at the Contractor's option, be deducted from the Subcontract Price. Should the Subcontractor be delayed in the prosecution or completion of the Subcontract Work by the act, neglect, or default of the Contractor, the Owner, or by damage caused by fire or other casualty for which the Subcontractor is not responsible, or by the combined action of the workmen, in no way caused by, or resulting from, default or collusion on the part of the Subcontractor, then the time herein fixed for the completion of the Subcontract Work shall be extended the number of days that Subcontractor has been thus delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to the Contractor within forty-eight (48) hours of the onset of such delay. To the fullest extent permitted by law, the sole remedy provided by the Contractor and/or the Owner for any injury, damage or expense resulting from interference, hindrance, disruption or delay shall be an extension of time in which to complete the Subcontract Work.

6. Default. Should the Subcontractor at any time, either prior to starting any work or after partial completion thereof, be adjudged insolvent, or adjudicated a bankrupt, or makes general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or refuses or neglects to supply a sufficient number of properly skilled workmen, or a sufficient quantity of material of proper quality, or fails to make prompt payment to his Subcontractors for materials or labor, or fails, in any respect, to prosecute the Subcontract Work with promptness and diligence, or fails in the performance of any of the agreements herein contained, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor may, at his option, after forty-eight (48) hours' written notice to the Subcontractor and Subcontractor's failure to cure within said forty-eight (48) hours, provide any such labor and materials and deduct the costs thereof, from any money then due or thereafter to become due to the Subcontractor under this Agreement; and/or the Contractor may, at his option, terminate this Agreement and shall have the right to enter upon the Project premises and take possession, for the

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purpose of completing the Subcontract Work, of all the drawings, materials, tools and appliances thereon, and may employ any other person or persons to finish the Subcontract Work and provide the materials therefor; and in case of termination, Subcontractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished; at which time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by the Contractor in finishing the Subcontract Work, such excess shall be paid by the Contractor to the Subcontractor; but if such expense shall exceed such unpaid balance, then the Subcontractor shall pay the difference to the Contractor.

In the event that the Contractor does perform any work or services or enter into further or additional subcontract agreement because of default of the Subcontractor, the Contractor shall be entitled to charge the Subcontractor the cost thereof plus fifteen (15%) percent, representing the Contractor's overhead expense, and Subcontractor hereby agrees to pay same. In the event it becomes necessary for the Contractor to collect any deficiency from the Subcontractor by legal action, the Subcontractor agrees to reimburse Contractor for all of its legal and court expense in connection with such action, including reasonable attorneys' fees.

7. Indemnification; Insurance. To the full extent permitted by law, the Subcontractor hereby agrees to save indemnify and keep harmless the Contractor against all liability, claims, judgements or demands or damages to persons or property arising out of or resulting from the performance of the Subcontract Work; and the subcontractor will defend any and all suits which may be brought against the Contractor in connection therewith and will make good to and reimburse the Contractor for any expenditures which said Contractor may make in connection therewith.

7.1 Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial general liability insurance on ISO form CG 00 01 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Contractor and the Owner as Additional Insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Ohio and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required under the paragraph above shall be of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor or Owner in relation to the Project. Subcontractor agrees to maintain the above insurance for the benefit of Contractor and Owner for a period of three years.

Each Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Contractor and Owner as set forth above.

Additionally and prior to commencement of Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance showing liability insurance coverage for the Subcontractor and any employees, agents, or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Contractor. Coverages shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: Subcontractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Contractor and Owner with respect to Losses arising out of or in connection with the Work.

7.2 The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death, or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply whether or not said claims arise out of concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

8. It is further mutually agreed between the parties hereto that no payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and that no payment shall be construed to be an acceptance of

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defective work or improper materials. The Subcontractor is to insure his own risk in and about the building, unless special agreement is made to the contrary, said risk to be considered as the unpaid balance due at any time.

9. The Subcontractor shall at all times keep the Project premises, including any storage area used by him, free from all rubbish, debris and surplus material which may accumulate from the prosecution of the Subcontract Work. Should the Subcontractor fail to do so after notice from the Contractor, the Contractor may, at his option, cause the same to be removed and charge the expense of such removal to Subcontractor. All material placed on site shall be at the risk of the Subcontractor. Subcontractor covenants and agrees to keep the Project premises free of any liens asserted by its employees, laborers, subcontractors, suppliers, vendors and other claiming by, through or under Subcontractor.

10. If, under the provisions of this Agreement, there are materials furnished for the Subcontractor's use by others than the Subcontractor, and if those materials are furnished by the Contractor, or by a third party supplier at the Contractor's instance, order, cost and expense, it shall be the duty and responsibility of the Subcontractor to receive and accept, or reject, delivery of those materials. Failure of materials so delivered to conform with the specifications shall be cause for rejection. The Contractor shall rely solely on the Subcontractor's written acceptance of each delivery as to quantity and quality and as a basis for payment to the supplier. The Subcontractor shall keep, store and maintain such material in good order, protecting same from all damage and losses. If such material suffers damage or loss, the Subcontractor shall, on demand, reimburse the Contractor to the extent of the damage or loss.

11. Warranty. The Subcontractor warrants that all materials and workmanship are not defective and are of an acceptable nature and guarantees such workmanship and materials to be free from defects for the period specified in the plans and specifications concerning the Project, but, in no event shall this warranty be for a period of less than twelve (12) months from date of installation and shall repair any defects during said period at his cost and expense immediately after being notified of any such defect or defects by the Contractor. The Subcontractor shall also repair or replace, to the satisfaction of the Contractor, all work of third parties damaged or destroyed in repairing Subcontractor's work. If Subcontractor fails to timely correct defective or nonconforming Subcontract Work, Contractor may remove the nonconforming or defective Subcontract Work and correct same at the sole cost and expense of Subcontractor.

12. Payment. As a condition to payment, Subcontractor shall provide a schedule of values satisfactory to Contractor not more than seven (7) days from the date of execution of this Agreement. The Subcontractor shall submit monthly pay applications, itemized and supported by substantiating data as required by the Subcontract Documents. Subcontractor's progress payment application shall be submitted to Contractor in accordance with the schedule of values on or before the 10th day of the month for work projected to be completed through the 30th of that same month. A 5% retainage will be withheld from each progress payment. Progress payments to Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than ten (10) days after receipt by Contractor of payment from the Owner for such Subcontract Work. Final payment to the Subcontractor shall be paid when the Contractor is in receipt of its final payment from the Owner. All payment applications must be submitted on an AIA form, and, as a condition for obtaining payments, and as prerequisite thereto, Subcontractor shall execute and deliver to the Contractor:

- (a) full and complete waivers and/or releases of lien and affidavits for all labor, material, equipment, supervision, and services furnished by Subcontractor toward the performance hereof;
- (b) such other formal guarantees as pertain to the Subcontract Work;
- (c) such other documents as the Contractor may require.

Without limitation, payments to Subcontractor may be withheld or reduced if any of the following apply:

- The Subcontract Work, or any portion thereof, is considered defective and not remedied
- The Subcontractor does not make proper payments for labor, materials or equipment utilized on the Project
- Any claims, liens, labor production, grievances or disruption occur on the Project that may interfere with the progress of the Project and or the prompt payment from the Owner
- Contractor, Owner or others to whom Contractor may be liable suffers loss or damage arising out of or relating to this Agreement caused by Subcontractor or persons under its control
- There is delay in the performance of the Subcontract Work such that the Subcontract Work (or portion thereof) will not be completed in accordance with the Project schedule
- Evidence that the unpaid balance of the Subcontract Price is insufficient to cover the cost to complete the Subcontract Work
- Payment application was not received by the 25th of the month, projected through the 30th
- The Owner is in default of its payment to the Contractor. If this occurs, Subcontractor agrees to hold harmless the Contractor for paying any monies for Subcontract Work that has not been paid for and the Owner will be held at fault
- Insurance certificates have not been received by the Contractor

13. All materials furnished by the Subcontractor shall be new and free of all liens, security interests, claims, or encumbrances when placed in said project.

14. All materials and workmanship shall meet or exceed all applicable governmental minimum standards and comply fully with the building codes for the Project location.

15. Safety. The Subcontractor shall comply with all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 and any amendments and/or interpretations, all other applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

To the full extent permitted by law, the Subcontractor hereby agrees to indemnify and keep harmless the Contractor from and against any and all actions, claims, demands, judgments, liability, expenses, penalties and citations of whatsoever kind, character or description that may arise out of any claimed violation of said Act or regulations in connection with, incident to, resulting from or arising out the Subcontract Work. Subcontractor further agrees that any amounts which have or may become due to Subcontractor under this Agreement may be retained by Contractor and applied toward any indemnification which is due the Contractor pursuant to the terms of this section which may become due the Contractor from the Subcontractor for any matter of which the Contractor has notice, whether or not there is litigation, at the time such sum would otherwise become due the Subcontractor under this Agreement. It is further understood and agreed that this Agreement is not in lieu of and shall not in any way impair or exclude the Contractor's rights to be indemnified and held harmless by the Subcontractor under any other agreement, any statute, or the common law, and all such rights shall be cumulative.

The Subcontractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Subcontract Work. The Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) all employees and all other person who may be affected thereby;
- (b) all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Subcontractor or any of his Subcontractors; and
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Subcontractor shall erect and maintain, as required by existing conditions and progress of the Subcontract Work, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety

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regulations and notifying owners and users of adjacent utilities.

16. Non-Discrimination. Subcontractor shall comply fully with all applicable Federal, State or local legislation relating to the employment of persons. Subcontractor agrees in connection with the performance of work under this Agreement not to discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Subcontractor further agrees to post, in places available to employees and applicants for employment, notices required by law setting forth the provisions of this non-discrimination clause and to state in all solicitations or advertisements for employees, placed by or on behalf of Subcontractor, that all qualified applicants will receive equal consideration for employment without regard to race creed, color, sex, or national origin.

17. Commencement of work by Subcontractor constitutes acknowledgment that all prior, related, adjacent, and/or dependent work is acceptable to it, including "clean-up" in connection with prior work, and shall not furnish a basis for any future claims for damages, extras, or excusable non-compliance with the plans, specifications, or time schedule.

18. Subcontractor shall protect adjacent properties and the work of other subcontractors from any damage caused by acts of the Subcontractor, and shall pay for any repairs to same made necessary by any acts of the Subcontractor.

19. It shall be the duty and the responsibility of the Subcontractor to give all notices and obtain all required inspections related to the Subcontract Work.

20. Supervisor. The Subcontractor agrees to give his personal attention to the Subcontract Work and shall at all times maintain a competent supervisor at the job site who will have full authority to act on any and all matters pertaining to the Subcontract Work to be performed under this Agreement and whose acts shall be binding upon the Subcontractor to the fullest extent. Should the Contractor determine that the Subcontractor's supervisor is not satisfactory for any reason whatsoever, then, and in that event, the Contractor has unqualified right to direct the Subcontractor, in writing, to replace such supervisor immediately.

21. The Subcontractor shall afford to the Contractor and other subcontractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his work with theirs.

22. Termination or Suspension for Convenience. If for any reason the work of the entire project shall be abandoned or substantially modified or its completion indefinitely suspended, the Contractor shall be entitled to terminate this Agreement. In such event, the Contractor shall be liable to the Subcontractor only to the extent of an equitable amount for Subcontract Work actually performed, but the Subcontractor shall not be entitled to consequential damages or for prospective profits on work unperformed or materials unfurnished, unless, and then only to the extent that, such materials have been specially fabricated.

23. Bonds. The Contractor shall have the right to require the Subcontractor to furnish bonds covering the faithful performance of this Agreement and the payment of all obligations arising hereunder in such form and amounts as the Contractor may prescribe, and with such sureties as may be agreeable to the parties. If such bonds are stipulated in the bidding requirements, the premiums shall be paid by the Subcontractor; if required subsequent to the execution of this Agreement, the cost shall be reimbursed by the Contractor.

24. Entire Agreement. All negotiations, proposals and agreements prior to the date of this Agreement are merged herein and superseded hereby, there being no agreement or understanding other than those written or specified herein. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

25. Non-Waiver. A waiver by the Contractor of any breach or violation by the Subcontractor of any provision hereof shall not constitute a waiver of any further or additional breach of such provision or of any other provision.

26. Severability. Should any part, term or provision of this Agreement be, by the courts, decided to be unenforceable or in conflict with any applicable law of the State where the work is being performed, the validity of the remaining portions or provisions shall not be affected thereby.

27. The Subcontractor shall abide by the EEO POLICY that is attached to this Agreement.

28. The Subcontractor shall abide by the Harassment/Sexual Harassment Policy that is attached to this Agreement.

29. The subcontractor must provide monthly utilization reports (Input Form 29) for the company's total workforce within the State of Ohio to the Department of Administrative Services, Equal Opportunity Division, as required by Ohio Department of Administrative Services, EEO Division.

30. Illegal Labor. Subcontractor is responsible for ensuring that all individuals who will be performing Subcontract Work are of legal status to work in the United States of America. Subcontractor will hold the Contractor and Owner harmless from any claims, damages or law suits resulting from its use of illegal labor on the Project.

31. Dispute Resolution. Contractor and Subcontractor agree that all parties necessary to resolve a claim or dispute shall be parties to the same dispute resolution proceeding. To the extent disputes between Contractor and Subcontractor involve disputes between Contractor and the Owner, disputes between Contractor and Subcontractor shall be subject to the same dispute resolution procedure as disputes between Contractor and Owner under the Owner-Contractor agreement. Otherwise, disputes between Contractor and Subcontractor shall be resolved as follows: the parties shall attempt to resolve the dispute through good faith direct discussions between the parties' representatives who shall have authority to resolve the dispute. If the dispute is not resolved, then the parties shall attempt to resolve the matter by mediation, the administration of which shall be mutually agreed by the parties but the costs of which shall be shared equally. If the matter is unresolved after mediation, the parties shall submit the matter to arbitration using the Construction Industry Arbitration Rules of the American Arbitration Association or the parties may mutually agree to select another set of arbitration rules and administration, the costs of which shall be shared equally.

32. Notices. All notices, requests or demands under this Agreement must be in writing and sent (a) in person, (b) by certified or registered mail, or (c) by overnight delivery carrier for next day delivery, in each case to the address listed in this Agreement (or if notice of a new address is given in writing, the new address). A notice will be treated as given (i) if mailed, three business days after notice was sent by certified or registered mail, (ii) the next business day after sent by overnight delivery, or (iii) the day the notice was delivered in person.

To: Subcontractor

STATE CONTRACT REPORTING RESPONSIBILITIES STATE OF OHIO EEO DIVISION

Effective September 1, 2007 Subcontractors must submit an Input Form 29, Regardless of the number of employees employed by company or state contract amount.

While performing on state assisted project you must submit your company's statewide monthly employment utilization work hour reports (OHIO Construction Contract Information Report – Input Form 29 (I-29) by the 10th of each month electronically to the OHIO Department of administrative Services, Equal Opportunity Division, beginning with contract award and continuing until the completion of your contract.

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The Input Form must be submitted on the following website:
State of OHIO Gateway website: www.gateway.ohio.gov

Total: 11,309.00

I have read and understand this subcontract, the Subcontract Addendum, and the Prime Contract. The Subcontract Addendum and the Prime Contract are hereby incorporated into the Subcontract for all purposes.

Starco Inc.
By _____
Title _____
Date _____

NATIONAL TAB
By _____
Title _____
Date _____

State of Ohio

Affirmative Action Program

TO: All Employees
FROM: HOWARD KRISHER
DATE: 10/5/2023 4:17:17 PM
SUBJECT: Equal Employment Opportunity and Affirmative Action Policy Statement

It is the policy of the Starco, Inc. to ensure equal employment opportunity in accordance with the Ohio Revised Code 125.111 and all applicable federal regulations and guidelines. Employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, or veteran status is illegal.

Starco, Inc. managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. This policy statement will be disseminated to all employees, various recruitment sources and will be displayed on all construction job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.

Persons who believe Starco, Inc. has discriminated against them may file a discrimination complaint with Howard Krisher. The EEO Representative has full authority to manage issues involving employment discrimination.

Point of contact to file allegations of discrimination:

Company's EEO Representative: Howard Krisher
Location: PO BOX 170160 DAYTON 45417
Phone Number: (937) 461-2422
Mail Address: hrkrisher@starco-inc.com

To: All Employees
FROM: HOWARD KRISHER
DATE: May 22, 2024
SUBJECT: Sexual Harassment Policy Statement

The Starco, Inc. is committed to providing a working environment free from discrimination, and to prohibit harassment of employees and applicants, including sexual harassment. Starco, Inc. will implement the policy to fully comply with applicable federal, state and local laws, rules and regulations in the area of non-discrimination and harassment of employment.

Sexual harassment is defined as any unwelcome or unwanted sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature from someone in the workplace that creates discomfort and/or interferes with the job. Conduct constitutes harassment when:

Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; Submission to or rejection of such conduct by an individual is used as the basis for employment decisions and/or retaliation; or

Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Harassment will not be tolerated in the Starco, Inc.'s workplace. Such conduct is subject to discipline, up to and including termination. Any employee who believes he or she is a victim of sexual harassment must immediately report any incident to the company's designated EEO Officer. The company will not tolerate retaliation against any employee who complains of sexual harassment or provides information in connection with any such complaint.

Point of Contact:

If you have any questions regarding this policy, please contact Howard Krisher, EEO Officer, at (937) 461-2422.