



INDEPENDENCE CONSTRUCTION

SUBCONTRACTOR RESPONSIBILITIES

TO: All Independence Construction Co. of VA Subcontractors
FROM: Thomas H. Watts, President
RE: Subcontract Requirements and Procedures

Attached is your Subcontract on the project for your execution. Please note that our Project Manager has not signed the Subcontract. You are receiving this Contract via telefax or email, please sign Subcontract with all the pertinent attachments, and we will return a fully executed copy to you. The parties acknowledge that telefax or electronic signatures will be treated as original signature.

In order for your company to start work, the following requirements **MUST BE MET** within three (3) days:

1. Subcontract executed by an officer or owner of your firm and returned to ICV. **Alterations to the subcontract are not acceptable!**
2. Current Certificate of Insurance, meeting the following minimum requirements:
 - Comprehensive General Liability (CGL) – limits of insurance not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate Limit should apply separately to each project. The Contractor, Owner and all other parties required of the Contractor, should be named as additional insureds on the subcontractor's CGL policy using ISO Additional Insured Endorsement CG 20 10 (11 85), CG 20 33 (10 01) and CGT 20 37 (10 01), or an endorsement providing equivalent coverage to the additional insured's. The coverage for the additional insureds should provide primary, non-contributory coverage AND include completed operations coverage. The subcontractor should be required to maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work or the length of the state statute of repose, whichever is greater.
 - Workers Compensation – should include States in which work is being performed Statutory Limits. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
 - Automobile Liability minimum limits \$1,000,000 per occurrence. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - Remove the 'endeavor to' language contained in the cancellation clause to the certificate holder
 - Special projects requiring special insurance not normally covered under standard policy language (i.e., asbestos abatement, blasting), require certificate to be noted specifically, identifying those special items to be covered.
 - Commercial Umbrella-limits of at least \$1,000,000. Coverage should include all entities that are additional insureds on the CGL.
3. Copy of your license.
4. W-9 Taxpayer Identification
5. Material, Equipment and Subcontractor List (Needed only on ICV Subcontracts in excess of \$10,000.00). This list is required with the signed contract.
6. Diversity Form

If the above requirements are not met the Subcontract may be subject to cancellation. Commencement of work constitutes agreement with all aspects of the subcontract agreement. No payments will be made on the contract until signed contract documents and proof of insurance have been received by ICV. Final payment will not be made until all work under the contract is complete including warranty and closeout documentation and as-built drawings.

OSHA Regulations will be strictly enforced. No animals or children are allowed on any ICV job site. Any fines assessed to either the subcontractor or the General Contractor due to the actions of an employee of the subcontractor will be the sole responsibility of the Subcontractor.

Instructions for Submitting Invoices to ICV

- 1) Invoices **MUST** be submitted using the attached invoice form.
- 2) Invoice form **MUST** be completely filled out.
- 3) The invoice number block is for you to enter the invoice number of your choice.
- 4) Fill in all subcontractor information including the federal ID number.
- 5) Enter the correct project name and job number.
- 6) Items 1 through 8 should all be completed. A zero should be entered where applicable. Only **APPROVED** change orders should be entered. An approved change order is a change order forwarded to you by ICV.
- 7) No invoice should be submitted for retainage. Retainage is automatically paid as soon as it is received from the owner.
- 8) No checks will be issued until a signed contract and an updated certificate of insurance is received.
- 9) Final invoices to the owner cannot be submitted until all punchlist items are completed, signed off and notification received by ICV and all warranty and closeout information – including as-builts – are received. Failure to submit your requirements in a timely manner will cause all subcontractor payments to be delayed.
- 10) Lien releases are required for all checks. Original lien releases must be received before the check will be released. The subcontractor must agree to cover the cost of special processing of payment including overnight mail service.
- 11) Although we recognize your desire to get paid early, the repeated calls sometimes become an administrative burden. We will automatically pay you within 7 days of receipt of payment from the owner. If the payment from the owner is received early you will be paid early. Payments are normally processed on a 30-day cycle. Repeated calls do not get your payment processed any faster, and may slow it down by occupying the person who would be authorizing it.
- 12) **Invoices must be in Contractor's office no later than the 20th of each month and may be projected to month end. They must include the job number and account code number. Faxed or original invoices may be submitted. Non-compliance may result in delay of Subcontractor's payment.**
- 13) **Please mail, fax or email all payment applications to ap@icvgc.com or 757-552-0768.**
- 14) **Please send all invoice inquiries to ap@icvgc.com.**

Payment Application

Invoice Number _____ Date _____

Contractor: Independence Construction Co of Va. Subcontractor: _____

Address: 301 Cleveland Place, Suite 103
Virginia Beach, VA 23462

Phone: 757-490-1500

Fax: 757-552-0768

Federal ID # _____

Project: _____

ICV Job #: _____

Application is made for payment as shown below in connection with the Contract.

1. Original Contract Amount _____
2. Approved Change Orders _____
3. Contract Sum to Date (1-2) _____
4. Total Completed & Stored to Date ___% _____
5. Less Retainage-10% of Completed Work _____
6. Total Earned Less Retainage _____
7. Less Previous Certificates for Payment _____
8. Current Payment Due _____

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, that current payment shown herein is due and with the receipt hereof, it is hereby acknowledged that the subcontractor does hereby waive, release, remise and relinquish the subcontractor's right to file claim, demand, impress or impose a lien or liens in the sum of \$ _____ for all labor and materials furnished (or any other kind or class of lien whatsoever) up to the date of _____ 20__, on the referenced project.

Subcontractor: _____

By: _____

Date: _____

A project specific lien release will be faxed to you for completion as soon as checks for payment are prepared. An original MUST be returned to ICV prior to issuance of your check. ICV is required to forward lien waivers to the owner with successive applications for payment. Failure to return the original lien release will preclude ICV from submitting payment applications to the owner and will therefore delay future payments to you.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INDEPENDENCE CONSTRUCTION CO. of VA
Diversity Self-Report Questionnaire

BUSINESS NAME:

FEDERAL ID NUMBER (or attach a W-9 to this form):

ICV OFFICE USE ONLY:
VENDOR #

Many of our owners for our various jobs have launched diversity initiatives and programs which support and encourage using diverse suppliers and subcontractors. Please complete the following for your company. Please check all that apply. If none apply or you wish to opt out of this reporting, please check the box at the bottom, marked "Not Applicable".

PLEASE CHECK ALL THAT APPLY & PROVIDE YOUR CERTIFICATION NUMBER, IF APPLICABLE.

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> DISADVANTAGED BUSINESS (DBE)	Small Business Administration	
	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> DISABLED-OWNED BUSINESS (DISABLED)	DISABILITY:IN (Formerly US Business Leadership Network)	
	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> LGBTQ-OWNED BUSINESS (LGBTQ)	National Gay & Lesbian Chamber of Commerce (NGLCC)	
	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> SMALL BUSINESS (SMALL)	Small Business Administration	
	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> 8(A) PROGRAM (8A)	8A System for Award Management (SAM)	
	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> HUBZONE (HUBZONE)	Hub Zone System for Award Management (SAM)	
	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> VETERAN-OWNED (VET) and/or	National Veterans Business Development Council (NVBDC)	
	National Veteran Owned Business Association (NVOBA)	
<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVET)	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> WOMAN OWNED BUSINESS (WBE)	Women's Business Enterprise National Council (WBENC)	
	National Women Business Owners Corporation (NWBOC)	
	WEConnect Int'l	
	Government or Public Agency (Please List Agency with Certification Number)	

DIVERSE CLASSIFICATION	CERTIFICATIONS ACCEPTED	CERTIFICATION #
<input type="checkbox"/> MINORITY OWNED BUSINESS (MBE)	National Minority Supplier Development Council or Regional Affiliate (NMSDC)	
	Canadian Aboriginal & Minority Supplier Council (CAMSC)	
	Government or Public Agency (Please List Agency with Certification Number)	

- AFRICAN AMERICAN
- ASIAN AMERICAN
- HISPANIC AMERICAN
- NATIVE AMERICAN
- CANADIAN ABORIGINAL/VISIBLE MINORITIES

SIGNATURE & DATE

<input type="checkbox"/> NOT APPLICABLE (N/A)

CONTRACT NO: 202427-23
VENDOR NO.: 59853
DATE: 06-28-2024

SUBCONTRACT
(Short Form)

JOB NUMBER: 20.2427
ACCOUNT CODE: 15.990

RW
R

Agreement made this 28 day of June , 2024.

Between the Contractor: INDEPENDENCE CONSTRUCTION CO. OF VIRGINIA
301 Cleveland Place, Suite 103
Virginia Beach, VA 23462
(757) 490-1500

and the Subcontractor: NATIONAL TAB
1329 E. Kemper Rd., Suite 4210
Cincinnati OH 45246

513-860-2050

Contractor has made a contract for construction dated _____ with
The Owner: SHAKE SHAKE SHACK VIRGINIA LLC
225 Varick Street, Suite 301
New York NY 10014

For the following project:
Shake Shack #1537 Newport News
12103 Jefferson Ave.
Newport News, VA 23602

The Architect for the Project is:
Gensler

The Contractor and Subcontractor agree as follows:

ARTICLE I

PAYMENT. Contractor will pay Subcontractor the Subcontract Sum of **Five thousand five hundred sixty-two dollars and 82 cents** (\$ 5,562.82). Progress payments, less retainage of ten percent (10%) will be made to Subcontractor for Subcontractor's Work satisfactorily performed no later than seven (7) days after receipt by Contractor of payment from Owner for Subcontractor's Work. Final payment of the balance due will be made to Subcontractor no later than seven (7) days after receipt by Contractor of final payment from Owner for Subcontractor's Work. Payment by Owner to Contractor is a condition precedent to payment by Contractor to Subcontractor. No payment will be due the Subcontractor in the event of nonpayment to the Contractor by Owner and the Subcontractor fully understands that, in the event of nonpayment by Owner to Contractor; Subcontractor's sole legal recourse is against Owner through the mechanic's lien laws.

All payments are subject to Contractor's receipt of all lien waivers, affidavits, warranties and guarantees required by the Subcontract Documents or Contractor and are further subject to completion of all corrective or punch list work. No payment will be made unless required submittals, insurance certificates and other requested documents have been received by Contractor.

In the event Contractor posts a bond in order to remove from the property of Owner, a mechanic's lien filed by Subcontractor or anyone claiming through or under Subcontractor, Subcontractor will pay all costs, including without limitation reasonable attorneys fees, of posting such bond.

ARTICLE II

SCOPE OF WORK. On receipt of notice from Contractor to proceed, Subcontractor will immediately commence Subcontractor's Work described below, and will perform and complete Subcontractor's Work in a workmanlike, good and timely manner (time being of the essence of this entire Agreement) in accordance with Subcontract Documents and Contractor's Schedule. This will include all work necessary or incidental to include, but not limited, to provide all labor, material, equipment, and supervision necessary to complete, ready for use and acceptable to owner, the following:

1. Please see attached Scope of Work dated 06/28/24.

All change order requests are to be broken out by labor, material, and overhead and profit.

Clean up and remove debris daily as directed by Superintendent.

Subcontractor's Work for the Project is more particularly, though not exclusively, specified in the Subcontract Documents, consisting of (i) this Agreement, (ii) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein, including Conditions of the Contract (General, Supplementary and Other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Agreement between the Owner and Contractor and Modification issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement and other Contract Documents, if any, listed in the Owner-Contractor Agreement, and (iii) modification to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

DRAWING LOG ATTACHED

SUBCONTRACTOR ACKNOWLEDGES THAT IT HAS REVIEWED ALL SUBCONTRACT DOCUMENTS RELATING TO SUBCONTRACTOR'S WORK AND ITS PERFORMANCE UNDER THIS AGREEMENT.



INDEPENDENCE CONSTRUCTION

National TAB

Scope of Work

Shake Shack#1537 Shake Shack Newport News

ICV Job #202427

06/28/24

Provide Supervision, Labor, equipment and material for Test and Balance scopes of work complete All work to be completed per plans, specifications, bid documents and notes, landlord Workletter, and local code. Work to include but not limited to the following:

- Perform Test and Balance on all RTU's, air devices, exhaust fans, makeup air fans, hoods per design specs
- Smoke performance test with witness sign off
- Perform building pressure functional checks
- All reporting and management
- Provide a copy of full report upon completion
- Provide and Install Air Purification

Subcontractor to Provide permits for their work performed if required

The subcontractor is responsible for ensuring all work corresponds with all Electrical, Architectural, Plumbing, HVAC, and Equipment sheets, specifications, and general notes on plans. It is the subcontractor's sole responsibility to carefully review ALL these pages and perform work at all locations shown, per specifications and requirements as shown.

Safety is a priority on this Project. Hard Hats and Steel Toe Boots are required at all times by all persons while on the Project site. Any failure to follow any OSHA or ICV safety regulation, at any time, will be deemed a material breach of contract and you will be liable for any and all costs, fines, assessments, and damages and any professional fees that result or may be imposed as a result of your violation, which amounts shall be withheld from any payment which may be due to you. Repeated violations may result in immediate termination of your Contract at the sole discretion of ICV. In addition, ICV may in its sole discretion impose a fine (\$100.00 first violation, \$ 250.00 for any second violation and removal of the subcontractor for any third violation) for any violation it determines places anyone's personal safety at risk.

Sexual harassment or harassment of any kind will not be tolerated on ICV jobsites. All

Subcontractors and their employees will be expected to conduct themselves in a respectful manner at all times in accordance with ICV's Anti-Harassment Policy. Any failure to follow this policy, at any time, will be deemed a material breach of contract and you will be liable for any and all costs, fines, assessments, and damages and any professional fees that result or may be imposed as a result of your violation, which amounts shall be withheld from any payment which may be due to you. Violations may result in immediate termination of your Contract at the sole discretion of ICV. In addition, ICV may in its

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PHONE (757) 490-1500 - FAX (757) 552-0768

sole discretion impose a fine (\$100.00 first violation, \$ 250.00 for any second violation and removal of the subcontractor for any third violation) for any violation.

The superintendent of this project will be Jim Myers 757-478-4315. He will be your sole contact for scheduling work and/or deliveries. Forty-eight hour notice is required for all deliveries.

Kari Cupples is the Project Manager Assistant and can be reached at 757-490-1500. She will handle all submittals and change orders.

ARTICLE III

SCHEDULE OF WORK. TIME IS OF THE ESSENCE. Subcontractor will provide Contractor with any requested scheduling information for Subcontractor's Work. The Schedule of Work, including that of this Subcontract, will be prepared by Contractor and may be revised as the Project Work progresses.

Subcontractor recognizes that changes may be made in the Schedule of Work and will comply with such changes without additional compensation.

Subcontractor will coordinate Subcontractor's Work with all contractors, subcontractors and suppliers on the Project so as not to delay or damage their performance, work or the Project Work.

Subcontractor will pay for materials, equipment and labor used in its performance of Subcontractor's Work through the period covered by previous payments received from Contractor and, when requested, furnish satisfactory evidence to verify such payment. Subcontractor will, when requested, furnish to Contractor periodic progress reports on Subcontractor's Work.

DELAY. If Subcontractor's Work is delayed, substantially without fault or responsibility of Subcontractor, then Subcontractor may receive an extension of the Subcontract Time and an adjustment to the Schedule of Work. Subcontractor expressly understands that its sole and exclusive remedy for delay will be an extension of time for performance of Subcontractor's Work.

ARTICLE IV

CHANGES. Contractor, without invalidating this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the Subcontract Sum or Subcontract Time resulting from such changes will be set forth in a Subcontract Change Order pursuant to the Subcontract Documents.

No adjustment in the Subcontract Sum or Subcontract Time will be made for any changes performed by Subcontractor that have not been ordered, in writing, by Officer or Project Manager of Independence Construction Company of Virginia. In the event of any change order being issued to this contract, ICV reserves the right to make a full inspection and audit all subcontractor records regarding this project.

If a Subcontract Change Order requires an adjustment in the Subcontract Sum or Subcontract Time, the adjustment will be established by one of the following methods:

- a. Mutual agreement on lump sum price and time;
- b. Mutual agreement on cost plus mutually agreed allowance for overhead and profit; or
- c. Determination by Contractor, based on the Subcontractor's reasonable expenditures and savings caused by the Subcontract Change Order in the event Subcontractor does not respond promptly to requests for pricing information or disputes the method of adjustment.

Subcontractor will give Contractor written notice of all claims relating to Subcontractor's performance under this Agreement, including claims for which Owner might be liable, within three (3) calendar days of the occurrence of the condition or event which forms the basis of such claim. Failure to provide such written notice within the three-day period constitutes a waiver of any such claim.

ARTICLE V

FAILURE OF PERFORMANCE. Should Subcontractor fail to satisfy contractual deficiencies within forty-eight (48) hours from written notice, then Contractor, without prejudice to any right or remedies, will have the right (a) to perform and furnish, through itself or through others, any such labor or materials for Subcontractor's Work to correct the deficiencies and to deduct its costs including, without limitation, reasonable attorney's fees from any monies due or to become due to Subcontractor under this Agreement and/or (b) to terminate the employment of Subcontractor for all or any portion of Subcontractor's Work, enter on the premises of the Project and take possession of, for the purpose of completing Subcontractor's Work, all of the Subcontractor's materials, tools and other items, all of which Subcontractor transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete Subcontractor's Work and provide all the labor, equipment and materials, and other items required to complete Subcontractor's Work. In the event of Subcontractor's termination, all costs incurred by Contractor in performing Subcontractor's Work including, without limitation, labor, material, equipment, overhead, profit, costs and reasonable attorney's fees, will be deducted from any monies due or to become due to Subcontractor. Subcontractor will be liable for the payment of any amount by which such costs exceed any amounts owed Subcontractor under this Agreement; or (c) in the event of an emergency situation, as determined solely by Contractor, to correct deficiencies and charge Subcontractor as provided in this Article, or terminate this Agreement as provided in this Article, without notice.

If Contractor is assessed liquidated damages or other damages for delay on the Project, then Contractor may assess delay damages against Subcontractor according to Subcontractor's responsibility for the delay. In addition, Subcontractor will be liable to Contractor for Contractor's actual damages including, without limitation, reasonable attorney's fees caused by Subcontractor's delay. If Contractor is assessed OSHA fines due to Subcontractor, Subcontractor will be charged for fines incurred.

ARTICLE VI

INSURANCE. Before the start of Subcontractor's Work, Subcontractor will procure and maintain in force for the duration of Subcontractor's Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of Contractor under the Contract Documents. Contractor, Owner and Architect must be named as additional insured on each of these policies, except for Worker's Compensation. The attachment titled "Subcontractor Responsibilities" is a part of this Agreement.

ARTICLE VII

INDEMNIFICATION. All work covered by this Agreement done at the site of construction or in preparing or delivering materials to the site shall be at the risk of Subcontractor alone. Subcontractor agrees to save, indemnify, and hold harmless Contractor against any and all liability, claims, actions, or demands, including any obligations of Contractor arising out of any similar "hold harmless" agreement Contractor has with Owner, including demands arising from injuries or death of persons (Subcontractor's employees included) or damages to property, arising directly or indirectly out of the obligations herein undertaken or arising directly or indirectly from the performance of the work by Subcontractor, including those arising in whole or in part by reason of any negligent act or omission of Subcontractor or any of its agents, employees, subcontractors or suppliers, save and except for all liability, claims, actions, or demands arising from the sole negligence or sole willful misconduct of Contractor, and will reimburse Contractor for any costs and expenses, including reasonable attorneys' fees incurred by Contractor in responding to all such claims, actions or demands. If requested by Contractor, Subcontractor shall defend any such suits at the sole cost and expense of Subcontractor.

Subcontractor promises to provide a sufficient labor force to complete the Contract Work. Subcontractor's work force may be comprised of Sub-Subcontractors and/or employees (collectively defined as "Subcontractor's Workers").

Subcontractor recognizes that due to the nature of the construction process and the Subcontractor's Work contemplated by this Agreement, Subcontractor's Workers may periodically receive direction

and instruction from the Contractor does not change the classification of the Subcontractor's Workers to *de facto* employees, special employees and/or agents of the Contractor.

Notwithstanding any claim or legal classification regarding the status of Subcontractor's Workers as *de facto* employees, special employees and/or agents of the Contractor, Subcontractor shall, to the fullest extent of the law, indemnify and hold harmless the Contractor, its agents and employees from and against all injuries, claims, damages, losses and expenses including but not limited to attorneys' fees arising directly or indirectly out of the Subcontract work.

ARTICLE VIII

WARRANTY. Subcontractor warrants its Work against all deficiencies and defects in materials and/or workmanship for one (1) year or the period provided in the Contract Documents (whichever period is longer) from the date of Substantial Completion of the Project. Subcontractor will correct such deficiencies and defects, inclusive of investigative trip charges, without cost to Owner or Contractor, immediately on receipt of written notice from Contractor.

ARTICLE IX

SALES AND USE TAX. Unless otherwise stated, the Subcontract Sum noted in this Agreement includes all applicable Sales and Use Tax. To prevent delays in payment, Subcontractor will submit invoices showing separately the amount billed for material and labor, the amount of applicable Sales Tax charged on both material and labor and the total of these items which amount will not exceed the Subcontract Sum.

ARTICLE X

SPECIAL PROVISIONS. In the event that Owner terminates any part of its contract with Contractor, then Contractor will notify Subcontractor in writing and, following written notice of termination, this Agreement will be terminated and Subcontractor will immediately stop work and mitigate all damages and costs. In the event of such termination by Owner, Subcontractor's recovery is strictly limited to that amount Contractor recovers and actually receives from Owner on behalf of Subcontractor.

Subcontractor will be responsible for complete clean up and removal from the job site of all waste material and rubbish from its trade on a daily basis or as required by Contractor.

Invoices must be in Contractor's office no later than the 20th of each month and may be projected to month end. They must include the job number and account code number. Faxed or original invoices may be submitted. Non-compliance may result in delay of Subcontractor's payment.

The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Virginia.

All claims, disputes and other matters in question arising out of, or relating to this Agreement, or the breach thereof, will be resolved at the Contractor's option, (1) by arbitration held in Virginia Beach, Virginia, which will be conducted under the Construction Industry Arbitration Rules of the American Arbitration Association by a single arbitrator appointed by the American Arbitration Association or (2) by litigation in the Circuit Court for the City of Virginia Beach, Virginia. Subcontractor hereby waives its right to trial by jury. This agreement to arbitrate will be specifically enforceable under applicable law in any court having jurisdiction of the parties. The award rendered by the arbitrator will be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event the Contractor prevails in such arbitration or litigation, Subcontractor shall pay Contractor its costs and expenses, including reasonable attorneys' fees and costs, including expert and consultant witness fees and expenses, incurred in the arbitration or litigation.

By his or her signature below, the officer, director, principal or owner of Subcontractor executing this Agreement on behalf of Subcontractor, also personally and individually guarantees the full and complete performance by Subcontractor of all terms and conditions of this Agreement and will fully indemnify and save Contractor harmless from all costs and damages including, without limitation, reasonable attorney's fees and damages which Contractor may suffer by reason of Subcontractor's failure to so perform.

Any amounts owed to Subcontractor on this Agreement may be withheld by Contractor and applied to any actual or potential amounts that are, or may in the future be owed by Subcontractor to Contractor on any other contract between Contractor and Subcontractor.

Subcontractor will identify all suppliers and subcontractors and provide all of the information for each supplier and sub-contractor required by the Supplier and Sub-subcontractor List attached as an Exhibit to this Agreement. Contractor and Subcontractor agree that Contractor, in its sole discretion, shall have authority to issue joint checks for payment of any sums due and owing to Subcontractor to ensure prompt payment by Subcontractor to any sub-subcontractor, vendor, laborer or material supplier related to the Project.

Subcontractor will furnish Contractor with 6 copies of submittal data/samples/shop drawings for approval within 10 days of the date of this Agreement.

In the event Subcontractor fails to perform in a timely manner any of its obligations under this Agreement, Contractor may, in addition to all other costs and damages, recover its reasonable attorney's fees incurred in connection with the failure.

The Contractor and Subcontractor will be mutually bound by terms of this Agreement and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor will assume toward the Subcontractor all obligations and responsibilities that the Owner, under the Prime Contract, assumes toward Contractor, and the Subcontractor will assume toward the Contractor all obligations and responsibilities which Contractor, under the Prime Contract, assumes toward the Owner and the Architect. The Contractor will have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under the Prime Contract, has against the Contractor, and the Subcontractor will have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract is inconsistent with a provision of this Agreement, this Agreement will govern.

Subcontractor may not assign the Work of this Subcontract without prior written consent of Contractor.

IN WITNESS, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

SUBCONTRACTOR:

INDEPENDENCE CONSTRUCTION
CO. OF VA

By: _____
Doug Wilson
Project Manager

Date

By: _____
(Must be signed by officer or owner.)

Subcontractor's Federal ID No:

Incorporated? Yes No

Independence Construction Co. of VA

**Subcontractor's
Material, Equipment and Subcontractor List**
(Required only if ICV Subcontract Amount Exceeds \$10,000)

ICV Subcontract Number: _____	Subcontract Amount: \$ _____
Subcontractor Name: _____	
Address: _____	
City: _____	State: _____ Zip: _____

Job Name: _____	
Address: _____	
City: _____	State: _____ Zip: _____

Please list all material suppliers, equipment suppliers and/or subcontractors and the amount estimated for the *entire* project.
It is a requirement that this list be resubmitted if changes occur during the project.

ICV Office Use Only	
Company Name:	
A/R Contact:	
Phone Number:	
Estimated Amount:	

ICV Office Use Only	
Company Name:	
A/R Contact:	
Phone Number:	
Estimated Amount:	

ICV Office Use Only	
Company Name:	
A/R Contact:	
Phone Number:	
Estimated Amount:	

ICV Office Use Only	
Company Name:	
A/R Contact:	
Phone Number:	
Estimated Amount:	

Subcontractor must sign and return this from before the check for the first draw is released. This is to certify that these suppliers and subcontractors are the only suppliers and subcontractors to be used on this job by this Subcontractor. Final waivers of lien may be required from these suppliers and subcontractors (at the discretion of Independence Construction Co. of VA) before payment of more than fifty (50%) percent of the subcontract amount is released.

Signature (Must be Owner or Officer)

Notary

Print Name

Subscribed and sworn before me this _____ day of _____ 20____

Drawing Log

Independence Const. Co. Of VA

Date: 4/29/2024

20.2427 Shake Shack #1537 Newport News

Number	Title	Date	Revision	Sketch	Current	Comments
Architectural						
A001	ARCHITECTURAL ABBREVIATIONS & SYMBOLS	1/29/24			X	
A002	CODE ANALYSIS, OCCUPANCY & EGRESS PLANS	1/29/24			X	
A100	ARCHITECTURAL CURB AND FOUNDATION PLAN	1/29/24			X	
A101	GENERAL ARRANGEMENT PLAN	1/29/24			X	
A102	DIMENSIONED FLOOR PLAN	1/29/24			X	
A103	FLOOR & WALL FINISH PLAN	1/29/24			X	
A104	FURNITURE & EQUIPMENT PLAN	1/29/24			X	
A105	REFLECTED CEILING PLAN	1/29/24			X	
A106	SIGNAGE AND GRAPHICS PLAN	1/29/24			X	
A151	ROOF PLAN	1/29/24			X	
A201	EXTERIOR ELEVATIONS	1/29/24			X	
A202	EXTERIOR ELEVATIONS	1/29/24			X	
A211	INTERIOR ELEVATIONS	1/29/24			X	
A301	BUILDING SECTIONS	1/29/24			X	
A401	ENLARGED MANAGER'S OFFICE PLAN	1/29/24			X	
A402	ENLARGED RESTROOM PLAN	1/29/24			X	
A501	EXTERIOR DETAILS	1/29/24			X	
A510	PARTITION TYPES	1/29/24			X	
A511	INTERIOR DETAILS	1/29/24			X	
A512	INTERIOR DETAILS	1/29/24			X	
A513	INTERIOR DETAILS	1/29/24			X	
A521	ATAS METAL PANEL TRIM DETAILS	1/29/24			X	

Drawing Log

Date: 4/29/2024

Independence Const. Co. Of VA
 20.2427 Shake Shack #1537 Newport News

Number	Title	Date	Revision	Sketch	Current	Comments
Architectural A580	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A581	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A582	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A583	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A584	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A585	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A586	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A587	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A588	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A589	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A590	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A591	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A592	ARCHITECTURAL SPECIFICATIONS	1/29/24			X	
A601	FINISH, FURNITURE, SMALLWARE, SPECIALTY EQUIPMENT SCHEDULE	1/29/24			X	
A611	DOOR / HARDWARE SCHEDULE	1/29/24			X	
D101	DEMOLITION FLOOR PLAN	1/29/24			X	

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Independence Const. Co. Of VA

Date: 4/29/2024

20.2427 Shake Shack #1537 Newport News

Number	Title	Date	Revision	Sketch	Current	Comments
Architectural						
D201	DEMOLITION - EXTERIOR ELEVATIONS	1/29/24			X	
K001	FOODSERVICE GENERAL NOTES, LEGENDS, SHEET INDEX	1/29/24			X	
K101	FOODSERVICE EQUIPMENT PLAN	1/29/24			X	
K102	FOOD SERVICE SPECIAL CONDITIONS PLAN	1/29/24			X	
K201	FOODSERVICE ELEVATIONS	1/29/24			X	
K601	FOODSERVICE SCHEDULES	1/29/24			X	
K602	FOODSERVICE SCHEDULE	1/29/24			X	
K603	FOODSERVICE UTILITY SCHEDULES	1/29/24			X	
T001	TITLE SHEET	1/29/24			X	
T002	RESPONSIBILITY SCHEDULE & VENDOR CONTACTS	1/29/24			X	
T003	TYPICAL DETAILS AND MOUNTING DIAGRAMS	1/29/24			X	
SP101	ARCHITECTURAL SITE PLAN	1/29/24			X	
		3/15/24	A			
SP102	SITE DETAILS	1/29/24			X	
Electrical						
E001	ELECTRICAL GENERAL INFORMATION	1/29/24			X	
E101	ELECTRICAL POWER PLAN	1/29/24			X	
E102	LOW VOLTAGE SYSTEMS PLAN	1/29/24			X	
E120	ELECTRICAL LIGHTING PLAN	1/29/24			X	
E121	LIGHTING AIMING PLAN	1/29/24			X	
E150	ELECTRICAL ROOF PLAN	1/29/24			X	

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Date: 4/29/2024

Independence Const. Co. Of VA

20.2427 Shake Shack #1537 Newport News

Number	Title	Date	Revision	Sketch	Current	Comments
Electrical						
E501	ELECTRICAL DETAILS	1/29/24			X	
E590	ELECTRICAL SPECIFICATIONS	1/29/24			X	
E591	ELECTRICAL SPECIFICATIONS	1/29/24			X	
E601	ELECTRICAL ONE-LINE DIAGRAM	1/29/24			X	
E602	ELECTRICAL SCHEDULES	1/29/24			X	
E620	ELECTRICAL LIGHTING SCHEDULES	1/29/24			X	
E630	ELECTRICAL ENERGY CODE COMPLIANCE	1/29/24			X	
KE101	FOODSERVICE ELECTRICAL ROUGH-IN PLAN	1/29/24			X	
Mechanical						
M001	MECHANICAL GENERAL INFORMATION	1/29/24			X	
M101	MECHANICAL FLOOR PLAN	1/29/24			X	
M150	MECHANICAL ROOF PLAN	1/29/24			X	
M501	MECHANICAL DETAILS	1/29/24			X	
M590	MECHANICAL SPECIFICATIONS	1/29/24			X	
M591	MECHANICAL SPECIFICATIONS	1/29/24			X	
M592	MECHANICAL SPECIFICATIONS	1/29/24			X	
M601	MECHANICAL SCHEDULES	1/29/24			X	
M630	MECHANICAL ENERGY CODE COMPLIANCE	1/29/24			X	
M631	MECHANICAL ENERGY CODE COMPLIANCE	1/29/24			X	
M701	CAPTIVEAIRE DRAWINGS	1/29/24			X	
M702	CAPTIVEAIRE DRAWINGS	1/29/24			X	

Drawing Log

Independence Const. Co. Of VA

Date: 4/29/2024

20.2427 Shake Shack #1537 Newport News

Number	Title	Date	Revision	Sketch	Current	Comments
Mechanical						
M703	CAPTIVEAIRE DRAWINGS	1/29/24			X	
M704	CAPTIVEAIRE DRAWINGS	1/29/24			X	
M705	CAPTIVEAIRE DRAWINGS	1/29/24			X	
M706	CAPTIVEAIRE DRAWINGS	1/29/24			X	
M707	CAPTIVEAIRE DRAWINGS	1/29/24			X	
M708	CAPTIVEAIRE DRAWINGS	1/29/24			X	
M709	CAPTIVEAIRE DRAWINGS	1/29/24			X	
Plumbing						
P001	PLUMBING GENERAL INFORMATION	1/29/24			X	
P101	PLUMBING WASTE & VENT PLAN	1/29/24			X	
P120	PLUMBING WATER & GAS PLAN	1/29/24			X	
		3/15/24	A			
P150	PLUMBING ROOF PLAN	1/29/24			X	
P501	PLUMBING DETAILS	1/29/24			X	
P502	PLUMBING DETAILS	1/29/24			X	
P590	PLUMBING SPECIFICATIONS	1/29/24			X	
P591	PLUMBING SPECIFICATIONS	1/29/24			X	
P601	PLUMBING SCHEDULES	1/29/24			X	
P901	PLUMBING RISER DIAGRAMS	1/29/24			X	
		3/15/24	A			
KP101	FOODSERVICE PLUMBING IN-SLAB ROUGH-IN PLAN	1/29/24			X	
KP102	FOODSERVICE PLUMBING ABOVE SLAB ROUGH-IN PLAN	1/29/24			X	

Structural

Drawing Log

Independence Const. Co. Of VA

Date: 4/29/2024

20.2427 Shake Shack #1537 Newport News

Number	Title	Date	Revision	Sketch	Current	Comments
Structural						
S001	STRUCTURAL NOTES	1/29/24			X	
S002	TESTING AND INSPECTION NOTES	1/29/24			X	
S003	ABBREVIATIONS AND SYMBOLS	1/29/24			X	
S101	PARTIAL FOUNDATION PLAN	1/29/24			X	
S150	PARTIAL ROOF FRAMING PLAN	1/29/24			X	
S301	TYPICAL CONCRETE SLAB-ON-GRADE DETAILS	1/29/24			X	
S302	CONCRETE DETAILS	1/29/24			X	
S401	STRUCTURAL DETAILS	1/29/24			X	
S402	STRUCTURAL DETAILS	1/29/24			X	