



2675 INDUSTRIAL DR #504
OGDEN, UT 84401

SUBCONTRACT AGREEMENT

Subcontract No. 139922

This agreement made this 6th day of December 2022 by and between CFM Heating & Air Conditioning, Inc. hereinafter-called Contractor, and hereinafter called Subcontractor, National TAB; witnessed The Contractor, for the full, complete and faithful performance of this subcontract, agrees to pay to the subcontractor, in accordance herewith, the sum of \$2,545.00 Two Thousand Five Hundred Forty-Five AND 00/100-DOLLARS including taxes and freight if applicable.

In consideration, therefor, the subcontractor agrees as follows:

- 1) To furnish all necessary materials and/or furnish all labor, tools, equipment, and supplies necessary to perform all work set forth in paragraph 4 hereof, in the construction of Shake Shack: Mountain View Village located at 4415 W Tree Sparrow Dr, Riverton, UT 84096
- 2) Herein after called Owner. In accordance with terms and provisions of the contract between the Owner and the Contractor, including all General Conditions, Special Conditions, Project Plans, Specifications and other documents forming or by reference made a part of the contract between the Owner, General Contractor and Contractor, all of which documents in their entirety are hereinafter referred to as the Main Contract and shall be considered as part of the Subcontract agreement by reference thereto.
- 3) To be bound by the terms and provisions of said Main Contract with the Owner and General Contractor in any way applicable to this Subcontract, and also by the provisions printed on the reverse side hereof, which are hereby referred to and made part of this Subcontract.
- 4) It is agreed that materials to be furnished and/or work to be done by Subcontractor are as follows:

Test & Balance: All HVAC units, associated air devices, all exhaust fans, all MUA fans, kitchen hoods; smoke performance test with sign-off; building pressure functional checks; HVAC balance schedule of flows as compared to design tolerances; reporting & project management

- 5) The exclusions of this contract are: **Sheave or belt replacement, DALT, sound and vibration testing, indoor air quality testing, pre-testing**
- 6) Additional provisions: The deadline for submission of monthly request for payments shall be the 15TH of each month.

IN WITNESS, THEREOF, the Contractor and Subcontractor have executed this Subcontract Agreement by their proper officers or duly authorized agents.

WITNESS:

CFM Heating & Air Conditioning, Inc.

By: Trevor Anderson

Print Name: Trevor Anderson

Title: Estimator

Date: 12/16/2022

National TAB

By: William Turnbough

Print Name: William Turnbough

Title: VP National Markets

Date: 12/16/2022

THE SUBCONTRACTOR AGREES:

- (a) To assume toward the CONTRACTOR, so far as the SUBCONTRACT work is concerned, all the obligations and responsibilities which the CONTRACTOR assumed toward the OWNER by the MAIN CONTRACT, which includes the general, and special conditions thereof, and the plans and specifications and addenda, and all modifications thereof incorporated in the documents before their execution. The SUBCONTRACTOR agrees not to assign or subject said work or any portion thereof without written consent of the CONTRACTOR.
- (b) To start work immediately when notified by the CONTRACTOR, and to complete the several portions and the whole of the work herein sublet, at such times as will enable the CONTRACTOR to fully comply with the contract with the OWNERS, and to be bound by any provisions in the MAIN CONTRACT with the OWNERS for liquidation damages, if caused by SUBCONTRACTOR.
- (c) To submit to the CONTRACTOR, applications for payment at such reasonable times as to enable the CONTRACTOR to apply for and obtain payment from the OWNER and to receive payment from the CONTRACTOR as the work progresses, but only after the CONTRACTOR shall have received payment from the OWNER. At which time the full amount of the invoice minus any OWNER held retainage will be paid to the SUBCONTRACTOR.
- (d) The CONTRACTOR may, without invalidating the SUBCONTRACT, order extra work or make changes by altering, adding to, or deducting from the work; the price herein being adjusted accordingly. All such work shall be executed under the conditions hereof, and of the MAIN CONTRACT, except that any claim for extension of time caused thereby must be agreed upon at the time of ordering such change.
- (e) To make no claims for extras unless the same shall be fully agreed upon in writing by the CONTRACTOR prior to the performance of any such extra work, nor shall any extra work be allowed or paid for, in any event, unless the same is first allowed and paid for by the OWNER to the CONTRACTOR.
- (f) That he has the status of an employer as defined by the Unemployment Compensation Act of the State, and all similar acts of the National Government and including all Social Security Acts; that he will withhold from his payrolls the necessary Social Security and Unemployment reserves, and pay the same; that the CONTRACTOR shall in no way be liable as an employer to or on account of any of the employees of the SUBCONTRACTOR; that the SUBCONTRACTOR will as an employer, to the extent of any of his employees under this contract conform to all rules and regulations of Social Security Acts and Unemployment Commissions created by said laws, and that he will furnish satisfactory evidence to the CONTRACTOR that he is conforming to said laws, rules and regulations. The SUBCONTRACTOR hereby releases and indemnifies the CONTRACTOR from any and all liability under said laws.
- (g) That the SUBCONTRACTOR will pay any and all federal, state and municipal taxes and licenses, including sales taxes, if any, or which the SUBCONTRACTOR may be liable in connection with the labor and materials herein or in carrying out the SUBCONTRACT, prior to final payment being made to him.
- (h) To pay industrial insurance and all other payments required under Workmen's Compensation laws as the same become due, and to furnish the CONTRACTOR with evidence that the same has been paid before final payment is made on this SUBCONTRACT.
- (i) That all materials delivered by or on account of the SUBCONTRACTOR and intended to be incorporated into the construction hereunder shall become the property of the OWNER as delivered; but the SUBCONTRACTOR may re-possess himself of any surplus remaining at the completion of his contract. That all scaffolding, apparatus, way, works, machinery and plans brought upon the premises by the SUBCONTRACTOR shall remain his property, but in case of default, and the completion of the work by the CONTRACTOR, the latter shall be entitled to use the said scaffolding, apparatus, ways, works, machinery and plans without cost, or liability for depreciation of damage by use and without prejudice to CONTRACTOR'S other rights or remedies for any damage or loss sustained by reason of said default.
- (j) In the event the contract herein is upon a unit price, it is understood and agreed that any quantities and amounts mentioned are approximate only and may be more or less at the same unit price, and subject to change as ordered and directed by the CONTRACTOR.
- (k) To indemnify and save harmless the CONTRACTOR from and against any and all suits, claims, actions, losses, costs, penalties, and damages, of whatsoever kind or nature, including attorneys fees, arising out of, in connection with, or incident to the SUBCONTRACTOR'S performance of this SUBCONTRACT.
- (l) To immediately, after receiving written notice from the CONTRACTOR, proceed to remove or take down from the grounds or building, all materials condemned by the CONTRACTOR, whether worked or not, as unsound or improper, or as in any way failing to conform to the MAIN CONTRACT, including the general or special conditions, drawings, specifications, or addenda. Failure of the CONTRACTOR to immediately condemn any work or materials as installed shall not in any way waive the CONTRACTOR'S right to object thereto at any subsequent time.
- (m) To commence and at all times to carry on, perform and complete this SUBCONTRACT to the full and complete satisfaction of the CONTRACTOR, and of the Architect or OWNER. It is specifically understood and agreed that in the event the CONTRACTOR shall at any time be of the opinion that the SUBCONTRACTOR is not proceeding with diligence and in such a manner as to satisfactorily complete said work within the required time, then and in that event the CONTRACTOR shall have the right, after reasonable notice, to take over said work and to complete the same at the cost and expense of the SUBCONTRACTOR without prejudice to the CONTRACTOR'S other rights or remedies for any loss or damage sustained.
- (n) Upon completion of any unit of work, and upon final completion thereof, to clean up all refuse and rubbish around or alongside the same caused by the SUBCONTRACTOR, and to promptly remove all excess material, tools, structures, etc., which may have been brought on the premises or erected by the SUBCONTRACTOR, and in the event of failure of the SUBCONTRACTOR so to do, the CONTRACTOR may so clean up the premises at the cost of the SUBCONTRACTOR