

CONTRACT NO: 202227-03
VENDOR NO.: 59853
DATE: 06-06-2022

SUBCONTRACT
(Short Form)

JOB NUMBER: 20.2227
ACCOUNT CODE: 15.990

Agreement made this 06 day of June, 2022.

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:
ShakeShack#1414 Chapel Hill NC
1800 E. Franklin St.
Chapel Hill, NC 27514

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 seven hundred twenty dollars and 37 cents (\$ 5,720.37). 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.

6/14

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 06/03/22.

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

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#1414 Chapel Hill
ICV Job #202227
06/03/22

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 work letter, LL Rules and regulations 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
- Perform building pressure functional checks
- All reporting and management
- Provide a copy of full report upon completion
- Provide and install REME HALO air purification

Subcontractor to Provide permits for their work performed if required

Subcontractor is responsible to ensure 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

301 Cleveland Place, Suite 103 • Virginia Beach, Virginia 23462
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 Wesley Sykes 757-407-6000. He will be your sole contact for scheduling of 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 attorney's 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:

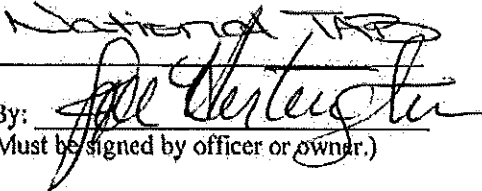
INDEPENDENCE CONSTRUCTION
CO. OF VA

By: 

Doug Wilson
Project Manager

Date

6/14/22


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

Subcontractor's Federal ID No:

20-3877423

Incorporated? Yes No

NATIONAL TAB		1329 E KEMPER RD. SUITE 4210	
		CINCINNATI, OH 45246	
Comfort, Under control.		513-860-2050	
		will@nationaltab.com	
Client:		Project:	Shake Shack #1414
Email:		QUOTE #:	2022-3-30-8J9
ATTN:		BID DATE:	3/30/2022
Address:		Jobsite location:	Chapel Hill NC

Thank you for allowing National TAB this opportunity to bid on the testing and balancing of this project. The following is our understanding of the scope of work and the associated cost.

Equipment:	Qty.:	Equipment:	Qty.:
RTUs/AHUs		Kitchen Hood	
OA only on Office FCU		Exhaust Fans	
MUA		Air Devices	

SCOPE OF WORK:

1. Single Trip only. If there is commissioing agent and a sepearte trip is required for a walk thru, add \$1850 (one day only)
2. TAB of listed equipment

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

TOTAL PRICE = \$ 2,725.00

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

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

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

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance to terms agreed upon. Client Signature _____ Client Date of Acceptance _____	Authorized Signature for NT: <p style="text-align: center;"><u>Will Turnbough</u></p> Date: <u>03/30/22</u>
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	1329 E KEMPER RD, SUITE 4210		
	CINCINNATI, OH 45246		
	513-860-2050		
	will@nationaltab.com		
Client:		Project:	Shake Shack #1414
Email:		QUOTE #:	2022-3-30-8J9
ATTN:		BID DATE:	3/30/2022
Address:		Jobsite location:	Chapel Hill NC

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

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

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

PHI Air Purification:	Qty.:	PHI Air Purification:	Qty.:
REME HALO	1	PHI-PKG-14	3

SCOPE OF WORK:

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

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

Product Subtotal = \$2,265.32
 Services Subtotal = \$730.05

Product + Services Total = \$2,995.37

Estimated Sales Tax (If applicable, ADD) \$147.25
 (If no tax or tax exempt, deduct. Requires tax exempt form.)

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

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

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

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance to terms agreed upon.	Authorized Signature for NT: <div style="text-align: center;"><u>Will Turnbough</u></div>
Client Signature _____ Client Date of Acceptance _____	Date: <u>03/30/22</u>

