

**ARTICLE I. BACKGROUND**

This is an agreement between “Contractor” and “Subcontractor” to provide materials and perform work subject to general conditions which will apply to all materials provided and work performed by the Subcontractor under this agreement. Contractor and Subcontractor agree to all conditions described in this agreement include all references.

**ARTICLE II. PROJECT INFORMATION**

**Project Name:** Sweetgreen Bloomington

**Project Number:** 120-0018

**Client Name:** Sweetgreen, Inc.

**Project Address:** 210 E. Kirkwood Avenue, Bloomington, IN 47408

**Project Summary:** Interior Build-out for a new Sweetgreen restaurant.

**Project Drawings:** Provided by Harlan R. Faust. Architects dated 09/29/2022

**Purchase Order #:** 1200018-055

**ARTICLE III. SCOPE OF WORK**

Subcontractor agrees to perform all labor and furnish all materials and equipment necessary to complete the TEST AND BALANCE scope as described below:

**Scope of Work**

1. Furnish submittals and shop-drawings for approval.
2. Supply 2 REME Halo air purification systems. Install to be by OTHERS.
3. Supply a test and balance report for all HVAC units, all fans, all air devices, building pressure functional check, HVAC balance schedule of flows as compared to design tolerances.
4. Supply all reporting and project management.
5. Furnish and install setting material as indicated per plans.
6. Provide all necessary manpower, equipment, and tools to execute job per schedule.

**ARTICLE I. CONTRACT SUM**

1) TAB Scope:	<b>\$1,950.00</b>
2) REME Halo:	<b>\$1,106.00</b>
3) Total Contract:	<b>\$3,056.00</b>

**ARTICLE II. AGREEMENT**

“Contractor”  
CoreBuilt Contracting, Inc.  
1900 Greenwood Ave, Unit 9  
Evanston, Illinois 60201

“Subcontractor”  
National Tab  
1126 Swift Street  
North Kansas City, MO 64116

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Initial CoreBuilt Contracting \_\_\_\_\_

Initial Subcontractor \_\_\_\_\_

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*Signature*

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*Signature*

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*Print Name / Title*

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*Print Name / Title*

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*Date*

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*Date***ARTICLE III. REPRESENTATIVES**

Subcontractor will provide a single and consistent point of contact for the entire duration of this contract who is empowered to make decisions as required to expeditiously complete the project.

Subcontractor's Representative

Name: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor's Representative

Name: Tea Shehadeh

Cell Phone Number: 847-962-3744

Email Address: [ts@core-built.com](mailto:ts@core-built.com)**ARTICLE IV. WASTE, TRASH, AND DEBRIS**

1) Subcontractor will place all waste, trash, and debris in dumpsters provided Contractor.

**ARTICLE V. INSURED**Certificate Holder

CoreBuilt Contracting Inc  
1900 Greenwood St Suite 9  
Evanston, IL 60201

Additional Insured #1

Graduate Hotel Development Manager LLC

Additional Insured #2

Adventurous Journeys LLC

Additional Insured #3

Sweetgreen, Inc.

**ARTICLE VI. PERFORMANCE**

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Initial CoreBuilt Contracting \_\_\_\_\_

Initial Subcontractor \_\_\_\_\_

- 1) **PERFORMANCE AND QUALITY.** Subcontractor agrees that all work performed at the request of the Contractor shall be performed in a professional workmanlike manner, in accordance with applicable law, manufactures' recommendations, best general trade practices and in compliance with any and all plans and specifications provided by the Contractor. Subcontractor shall furnish its best skill and judgment and cooperate with Contractor and all Subcontractors' in performing any work. Subcontractor shall furnish efficient administration and supervision of any work, shall use every effort to keep up on the job site at all times an adequate supply of workmen and materials and shall complete the construction of any work in the most expeditious and effective manner consistent with the interests of the Contractor. Subcontractor shall perform their obligations with integrity, to adherence to contract terms, pricing, schedule and quality, and to avoid conflicts of interest. The Subcontractor shall permit and facilitate an inspection of any Work by Contractor or Subcontractor's agents, and public authorities at all times.
- 2) **COMPLIANCE WITH STATUTES.** The Subcontractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of any work and shall pay the expenses thereof. Any required notices shall be given by the Subcontractor, and all necessary licenses and bonds required for the performance of this Contract shall be secured and paid for by the Subcontractor. Subcontractor shall comply with all laws and OSHA requirement's for safe practices.
- 3) **SAFETY.** All personnel are required to check in with the onsite superintendent before entering the premises. All on site personnel are required to wear high-visibility clothing at all times. All on site personnel are required to use OSHA approved personal protective equipment as appropriate for the work being performed. Subcontractors shall be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Subcontractor shall immediately notify Contractor's onsite superintendent if any hazardous conditions or materials are discovered.
- 4) **CLEANLINESS.** Subcontractors are required maintain a safe working environment at all times, subcontractors will clean their work areas daily, subcontractors will not leave unkempt debris outside of working ours. Failure to adequately clean up materials and debris will result in the subcontractor being back charged for cleaning costs.
- 5) **SCHEDULE.** Subcontractor agrees to abide to project schedule including multiple mobilizations as required to meet the project goals All work performed by the Subcontractor will be performed in an expeditious and efficient manner. Subcontractor shall immediately advise Contractor in writing of any condition that will delay completion. Contractor will hold Subcontractor harmless for delays beyond the control of Subcontractor, including, but not limited to, inclement weather, civil unrest, economic instability or declared States of Emergency. Delays caused by the subcontractor that cause the contractor to incur costs will be back charged to the subcontractor.

#### **ARTICLE VII. PAYMENT TERMS**

- 1) Contractor will not reimburse Subcontractor's expenses that are not explicitly described in the Scope of Work, to include but not limited to printing costs, parking fees, or permit fees.
- 2) Contractor will issue an invoice once Scope of Work is complete to be paid in full within 15 days of receipt.
- 3) Subcontractor must provide a notarized unconditional waiver of lien with all progress and final payment requests. This up-front lien waiver is not valid until payment has been made to subcontractor in full. All lien waivers must be signed by an authorized officer of the respective entity. All partial unconditional lien waivers must reflect the through date for which payment is being made. Final lien waivers provided by subcontractors must reflect the total amount of payments made for your contract.

#### **ARTICLE VIII. GENERAL TERMS AND CONDITIONS**

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Initial CoreBuilt Contracting \_\_\_\_\_

Initial Subcontractor \_\_\_\_\_

- 1) **W-9 FORM.** CoreBuilt Contracting can provide a W-9 to Subcontractor.
- 2) **DOCUMENTATION.**

No work shall commence, and no laborers shall enter the job site until all of the following are provided:

  - a) Fully executed copy of this agreement.
  - b) Current Certificate of Insurance meeting the contract requirements.
- 3) **INSURANCE.** A certificate of insurance verifying the below coverages shall be provided before the subcontractor is permitted on site. The certificate shall contain a 30-day notice of cancellation.
  - a) Worker's Compensation Insurance. The Subcontractor shall procure and maintain a Worker's Compensation policy on the Subcontractor's employees and independent contractors as required by law. Policy shall be written at limits of \$500,000/\$500,000/\$500,000. Waiver of Subrogation to apply in favor of Contractor.
  - b) Comprehensive General Liability. The subcontractor shall procure and maintain a policy of General Liability which provides Bodily Injury and Property Damage Coverage with limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate limit applying. Products and Completed Operations shall be included at a limit of \$2,000,000. Liability policy to be endorsed to provide a per project limit. Contractor will be named as Additional Insureds as well those required by individual contract on a per contract basis, as named below. Coverage to apply on a Primary, Non-Contributory Basis including Products/Completed Operations based on coverage form CG2010 10/04 and CG2037 10/04 or equivalent. Waiver of subrogation shall apply also in favor of contractor.
  - c) Comprehensive Auto Insurance. The subcontractor shall procure and maintain a policy for Auto Liability with combines single limits of \$1,000,000. Coverage to extended to all Owned, Hired and Non-owned autos. Contractor to be named as Additional Insured.
  - d) Umbrella Policy. The subcontractor shall procure and maintain an Umbrella policy with limits of \$2,000,000 per occurrence and aggregate. Umbrella shall contain a follow form provision with the primary coverages.
- 4) **WARRANTY** Subcontractor shall furnish to Contractor any and all separate written guarantees, warranties, and/or maintenance agreements which Contractor is required under the General Contract to furnish to Owner including, but not limited to, labor, materials, machinery and/or equipment guarantees and warranties, which Subcontractor is required to furnish under this Subcontract and the Contract Documents. If the General Contract omits any guarantees, warranties, and/or maintenance agreements, Subcontractor shall warrantee work for a period of three hundred and sixty-five days from the date of project delivery. Said written guarantees, warranties and/or maintenance agreements shall be furnished to the same extent and at the same time as Contractor is required to furnish them to Owner by the General Contract, and they shall run in favor of Contractor, Owner and every other person, firm and corporation to whom Contractor is required to furnish such protection under the terms of the General Contract and the Contract Documents. Subcontractor's obligation hereunder shall include an obligation to furnish any and all guarantees, warranties, and/or maintenance agreements, which are required by the Contract Documents of its sub-subcontractors and suppliers.
- 5) **DISCREPANCIES** The language of this contract shall prevail if there are any discrepancies or contradictions between this contract and subcontractor proposals, or referenced documents such as Architect's drawings, Landlord work letters, or addendums, or bulletins.
- 6) **CHANGES OR MODIFICATIONS.** Contractor may make such modifications or changes in the above-referenced plans and specifications as desired by written instruction or drawings issued to the Subcontractor. The cost of any requested modifications or changes shall be estimated by the Subcontractor at the time ordered, and if accepted by the Contractor, Contractor shall issue a change order bearing the Contractors' signature. No extra work shall be commenced by the Subcontractor until it has received a properly executed change order as described above.

- 7) **ASSIGNMENTS.** Subcontractor shall not assign or sublet this Contract. Subcontractor acknowledges and agrees that upon any termination of Contractor by Owner, Subcontractor shall cooperate and accept the assignment of this Contract from the Constructor to the Owner or the Owner's designated assignee.
- 8) **EMPLOYMENT OF SUBCONTRACTORS AND LABORERS.** Subcontractor shall employ, in the Subcontractor's name as employer, all labor used in the performance of any Work and shall, in its name and not as agent for Contractor, make all purchases of materials, supplies or equipment and into all subcontracts for the performance of any work to be performed by the Subcontractor. The Subcontractor is an independent contractor, and not an employee of the Contractor.
- 9) **HOLD HARMLESS.** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, and agents and employees of any of them from and against claims, damages, losses, and expenses, Including but not limited to attorneys, fees, arising out of or resulting from performance of the Subcontractor's work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Sub-Contractor's Sub-Contractors, anyone directly or indirectly employed by them or anyone whose acts that may be liable regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.
- 10) **CLAIMS.** Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs.
- 11) **CONTINUING WORK DESPITE DISPUTE.** In the event of dispute with Contractor concerning payment, Subcontractor shall continue to perform the Work diligently, provided that Contractor shall pay all amounts not in dispute and required to paid hereunder.
- 12) **NO DAMAGES OF DELAY.** If Subcontractor is delayed in the performance of the Work, Subcontractor shall, within forty-eight hours after beginning to incur such delay, give written notice to Contractor of the delay, Subcontractor's understanding of the cause of the delay, the duration of delay Subcontractor anticipates, and such other information otherwise required by the Subcontract Documents. If, and only if, an extension of time is granted to Contractor by the Owner, then Contractor will grant Subcontractor a similar extension for Subcontractor's portion of the delay. No delay or suspension of the Subcontract Work, even if caused by Contractor, shall operate to entitle Subcontractor to terminate this Subcontract, to be paid additional compensation, or to recover damages or to any relief other than an extension of time for completion of the Subcontract Work equal to the period of such delay or suspension unless Contractor is entitled to additional compensation under the Prime Contract; provided however, Contractor's receipt of payment from Owner shall be a condition precedent to Contractor's obligations to pay Subcontractor on any such claims.
- 13) **ATTORNEY'S FEES.** Subcontractor agrees to pay all costs and expenses of Contractor including, without limitation, attorneys' fees incurred by Contractor in connection with enforcement of the performance by Subcontractor or the terms and provisions of this Subcontract.
- 14) **TERMINATION.** This agreement may be terminated by the Contractor upon not less than seven (7) days written notice if, the Subcontractor fail substantially to perform in accordance with the terms of this agreement or sub-agreements, or if ordered by governmental authorities having jurisdiction, or as result of the declaration of an emergency or other governmental act during which materials or labor materials are not available.

15) **WAIVER OF RIGHTS UNDER ILLINOIS CONTRACTOR PROMPT PAYMENT ACT.** THE PARTIES AGREE THAT THE TERMS OF THE SUBCONTRACT DOCUMENTS SHALL GOVERN AND CONTROL THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO PAYMENT AND, THEREFORE, THE CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHTS AND PROTECTIONS AFFORDED BY THE PROVISIONS OF THE ILLINOIS CONTRACTOR PROMPT PAYMENT ACT.

16) **BINDING EFFECT.** This contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, assigns, personal representatives, or other legal successors in interest.

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