

AIA® Document A401® – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the Eighteenth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Contractor:
(Name, legal status, address and other information)

Grace Construction Management Company, LLC
1530 Glen Avenue, Suite 4
Moorestown, NJ 08057
Telephone Number: 856-755-0041
Fax Number: 856-755-3605

and the Subcontractor:
(Name, legal status, address and other information)

National TAB (Division 15, \$11,443.55)
1329 E Kemper Road, Suite 4210
Cincinnati, OH 45246
Telephone Number: (855) 682-6822

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: June 16, 2025

with the Owner:
(Name, legal status, address and other information)

Shake Shack Florida, LLC
225 Varick Street, Suite 301
New York, NY 10014

for the following Project:
(Name, location and detailed description)

Shake Shack #1612 Mercato (G-689)
9105 Strada Pl., Suite 3145
Naples, FL 34108

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

DP3 Architects, LTD.
15 South Main Street, Suite 400
Greenville, SC 29601

The Contractor and the Subcontractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to

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reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 two days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within two working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the

information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, 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

Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's 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 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 Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they 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 this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The

request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[X] Arbitration pursuant to Section 6.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)*

Alternate Dispute Resolution (ADR Entity)

Any of the three options above can be utilized at the Contractor's sole discretion; Subcontractor agrees to be bound by Contractor's decision. Both parties agree that Contractor does not need to submit this matter to Mediation prior to proceeding in its selected forum.

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a two-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of

suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor’s written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

See attached Exhibit 'A' - Drawing List and Exhibit 'B' - Scope of Work

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor’s Work, shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Contractor.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Subcontractor’s Work.)

See attached Exhibit 'E' - Construction Schedule

If a date of commencement of the Subcontractor’s Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor’s Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor’s Work:
(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Subcontractor’s Work.
- By the following date:

See attached Exhibit 'E' - Construction Schedule

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.
(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work	Substantial Completion
See attached Exhibit 'E' - Construction Schedule	

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be Eleven Thousand Four Hundred Forty-Three Dollars and Fifty-Five Cents (\$ 11,443.55), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
------	-------

§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:
(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 10.4 Allowances, if any, included in the Subcontract Sum:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor,

as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See attached Exhibit 'D' - Payment Terms

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the Twentieth day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

See attached Exhibit 'D' - Payment Terms

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner.

See attached Exhibit 'D' - Payment Terms

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.00 % per annum

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance	Limits	Other Pertinent Requirements
See attached Exhibit 'C' - Insurance Requirements		

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

§ 12.1.4 **Certificates of Insurance.** The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 12.1.5 **Deductibles and Self-Insured Retentions.** The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 **Notice of Cancellation or Change in Coverage.** Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on

mutually satisfactory terms, except as noted below:

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

(Name, address, email address and other information)

Andre Robinson
1530 Glen Avenue, Suite 4
Moorestown, NJ 08057
Telephone Number: 856-755-0041
Fax Number: 856-755-3605
Mobile Number: 267-319-3890
Email Address: arobinson@gracecm.com

§ 14.3 The Subcontractor's representative:

(Name, address, email address and other information)

Will Turnbough
1329 E Kemper Road, Suite 4210
Cincinnati, OH 45246
Telephone Number: (855) 682-6822
Email Address: will@nationaltab.com

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments

of Service or any other information or documentation in digital form.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™-2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto, attached as Exhibit A;
- .3 Building Information Modeling Exhibit, if completed:

- .4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A - Drawing List
Exhibit B - Scope of Work
Exhibit B-1 - Grace Mandatory Safety Requirements
Exhibit C - Insurance Requirements
Exhibit D - Payment Terms
Exhibit D-1 - Procore Conditional Progress Waiver Sample
Exhibit D-2 - Procore Conditional Final Waiver Sample
Exhibit E - Construction Schedule

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

<p>CONTRACTOR <i>(Signature)</i></p> <p>BY: Andre Robinson, Director of Operations & Principal</p> <hr/> <p><i>(Printed name and title)</i></p>	<p>SUBCONTRACTOR <i>(Signature)</i></p> <p>BY: William Turnbough, VP of National Markets</p> <hr/> <p><i>(Printed name and title)</i></p>
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GRACE CONSTRUCTION MANAGEMENT

Shake Shack

Mercato, FL

EXHIBIT A - DRAWING LIST

4/25/25

Drawing No.	Description	Issue Date	Revision No.	Rev. Date
SPECIFICATIONS, ADDENDA, RFI RESPONSES				
	LANDLORD WORK LETTER AND RESPONSIBILITY			
GENERAL PLANS				
T001	TITLE SHEET	11/12/2024		
T002	RESPONSIBILITY SCHEDULE & VENDOR CONTACTS	11/12/2024		
T003	SYMBOLS, GENERAL NOTES & ABBREVIATIONS	11/12/2024		
T004	CODE ANALYSIS, OCCUPANCY & EGRES	11/12/2024		
ARCHITECTURAL PLANS				
SP101	ARCHITECTURAL SITE PLAN	11/12/2024	A	2/12/2025
A001	CODE REVIEW	11/12/2024	A	2/12/2025
A002	LIFE SAFETY PLAN	11/12/2024	A	2/12/2025
A101	CURB & FOUNDATION PLAN	11/12/2024	A	2/12/2025
A102	GENERAL ARRANGEMENT PLAN	11/12/2024	A	2/12/2025
A103	DIMENSIONED PLAN	11/12/2024	A	2/12/2025
A104	WALL & FLOOR FINISH PLAN	11/12/2024	A	2/12/2025
A105	FURNITURE & EQUIPMENT PLAN	11/12/2024	A	2/12/2025
A106	REFLECTED CEILING PLAN	11/12/2024	A	2/12/2025
A107	TACTILE SIGNAGE PLAN	11/12/2024	A	2/12/2025
A201	EXTERIOR ELEVATIONS	11/12/2024	A	2/12/2025
A211	INTERIOR ELEVATIONS	11/12/2024	A	2/12/2025
A401	ENLARGED MANAGER'S OFFICE PLAN	11/12/2024	A	2/12/2025
A402	ENLARGED RESTROOM PLAN	11/12/2024	A	2/12/2025
A501	INTERIOR FEATURES	11/12/2024	A	2/12/2025
A511	SECTIONS	11/12/2024	A	2/12/2025
A590	ARCHITECTURAL SPECIFICATIONS	11/12/2024	A	2/12/2025
A591	ARCHITECTURAL SPECIFICATIONS	11/12/2024	A	2/12/2025
A592	ARCHITECTURAL SPECIFICATIONS	11/12/2024	A	2/12/2025
A593	ARCHITECTURAL SPECIFICATIONS	11/12/2024	A	2/12/2025
A594	ARCHITECTURAL SPECIFICATIONS	11/12/2024	A	2/12/2025
A595	ARCHITECTURAL SPECIFICATIONS	11/12/2024	A	2/12/2025
A601	FINISH SCHEDULE & LEGEND	11/12/2024	A	2/12/2025
A611	DOOR SCHEDULE, HARDWARE SCHEDULE, DOOR LEGEND	11/12/2024	A	2/12/2025
KITCHEN EQUIPMENT				
K001	FOOD SERVICE GENERAL NOTES, LEGENDS, SHEET INDEX	7/18/2024	1	2/12/2025
K101	FOODSERVICE EQUIPMENT PLAN	7/18/2024	1	2/12/2025
K102	FOODSERVICE SPECIAL CONDITIONS PLAN	7/18/2024	1	2/12/2025
K201	FOODSERVICE ELEVATIONS	7/18/2024	1	2/12/2025
K601	FOOD SERVICE SCHEDULES	7/18/2024	1	2/12/2025
K602	FOOD SERVICE SCHEDULES	7/18/2024	1	2/12/2025
K603	FOOD SERVICE UTILITY SCHEDULES	7/18/2024	1	2/12/2025
KE101	FOOD SERVICE ELECTRICAL ROUGH-IN PLAN	7/18/2024	1	2/12/2025
KP101	FOOD SERVICE PLUMBING IN-SLAB ROUGH-IN PLAN	7/18/2024	1	2/12/2025
KP102	FOOD SERVICE PLUMBING ABOVE SLAB ROUGH- IN PLAN	7/18/2024	1	2/12/2025
MECHANICAL PLANS				
M001	MECHANICAL GENERAL INFORMATION	11/12/2024		2/12/2025
M101	MECHANICAL FLOOR PLAN	11/12/2024		2/12/2025
M150	MECHANICAL ROOF PLAN	11/12/2024		2/12/2025
M501	MECHANICAL DETAILS	11/12/2024		2/12/2025
M590	MECHANICAL SPECIFICATIONS	11/12/2024		2/12/2025
M591	MECHANICAL SPECIFICATIONS	11/12/2024		2/12/2025
M601	MECHANICAL SCHEDULES	11/12/2024		2/12/2025
M630	MECHANICAL ENERGY CODE COMPLIANCE	11/12/2024		2/12/2025
M631	MECHANICAL ENERGY CODE COMPLIANCE	11/12/2024		2/12/2025
M701	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
M702	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
M703	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
M704	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
M705	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
M706	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
M707	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
M708	CAPTIVEAIRE DRAWINGS	11/12/2024		2/12/2025
PLUMBING PLANS				
P001	PLUMBING GENERAL INFORMATION	11/12/2024		2/12/2025
P101	PLUMBING WASTE & VENT PLAN	11/12/2024		2/12/2025
P120	PLUMBING WATER & GAS PLAN	11/12/2024		2/12/2025
P150	PLUMBING ROOF PLAN	11/12/2024		2/12/2025
P501	PLUMBING DETAILS	11/12/2024		2/12/2025
P502	PLUMBING DETAILS	11/12/2024		2/12/2025
P590	PLUMBING SPECIFICATIONS	11/12/2024		2/12/2025
P591	PLUMBING SPECIFICATIONS	11/12/2024		2/12/2025
P601	PLUMBING SCHEDULE	11/12/2024		2/12/2025
P901	PLUMBING RISER DIAGRAMS	11/12/2024		2/12/2025
ELECTRICAL PLANS				
E001	ELECTRICAL GENERAL INFORMATION	11/12/2024		2/12/2025

GRACE CONSTRUCTION MANAGEMENT

Shake Shack

Mercato, FL

EXHIBIT A - DRAWING LIST

4/25/25

E101	ELECTRICAL POWER PLAN	11/12/2024		2/12/2025
E102	LOW VOLTAGE SYSTEMS PLAN	11/12/2024		2/12/2025
E120	ELECTRICAL LIGHTING PLAN	11/12/2024		2/12/2025
E121	LIGHTING AIMING PLAN	11/12/2024		2/12/2025
E150	ELECTRICAL ROOF PLAN	11/12/2024		2/12/2025
E590	ELECTRICAL SPECIFICATIONS	11/12/2024		2/12/2025
E591	ELECTRICAL SPECIFICATIONS	11/12/2024		2/12/2025
E601	ELECTRICAL ONE-LINE DIAGRAM	11/12/2024		2/12/2025
E602	ELECTRICAL SCHEDULES	11/12/2024		2/12/2025
E620	ELECTRICAL LIGHTING SCHEDULES	11/12/2024		2/12/2025
E623	ELECTRICAL ENERGY CODE COMPLIANCE	11/12/2024		2/12/2025
FIRE PROTECTION PLANS				
FA001	FIRE ALARM DETAILS	11/12/2024		2/12/2025
FA101	FIRE ALARM PLAN	11/12/2024		2/12/2025
FA501	FIRE ALARM SPECIFICATIONS	11/12/2024		2/12/2025
FS001	GFIRE SPRINKLER GENERAL INFORMATION	11/12/2024		2/12/2025
FS101	FIRE SPRINKLER PLAN	11/12/2024		2/12/2025
FS501	FIRE SPRINKLER SPECIFICATIONS	11/12/2024		2/12/2025



AS

EXHIBIT 'B'
SCOPE OF WORK
NATIONAL TAB

G-689 Shake Shack 1612 Naples, FL

Scope of Work – TESTING AND BALANCING

Provide all labor, materials, equipment, and services necessary to complete the testing and balancing work as indicated in the plans and specifications. The following list is intended to outline the general scope of work; however, the construction documents (plans and specifications) shall take precedence in the event of any discrepancies or where additional clarity is provided. The scope of work includes, but is not limited to, the following:

TAB Scope:

All HVAC Units

All Fans

All Air Devices

Building Pressure Functional Check

HVAC balance schedule of flows as compared to design tolerances

Smoke containment test

Building pressurization test

Commissioning Scope:

NTi will tag all HVAC and tested Domestic hot water systems with our AIM (Asset Information system) platform.

Base Commissioning Service to include – HVAC and KVS systems:

Checklist Compiled by NTi, completed via HUB records, electronically by GC/Trade Responsible.

TAB 1

Commissioning 1

REME Halo (460V) 5

Install (Air Purifier) 5

Air Purification National TAB to provide RGF PHI multi-zone air purification system as an indoor air quality (IAQ) solution.

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. This proposed solution for your application is to provide and 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.

Work shall also include coordination with all other trades associated with the project, daily cleanup to a Grace supplied dumpster (not center piled), adherence to Grace's safety plan, and the project schedule. Failure to adhere to daily clean up policy will result in a single written deficiency warning after which Grace Construction will administer \$500 back-charges for any day spent cleaning up after your trade following the 1st warning. NO SMOKING, Eating, nor Drinking is permitted inside the project building. Grace will administer "Notifications of

as



Deficiencies” and fines for safety violations; and will conduct a no toleration policy with fall protection adherence.

Clean up shall be complete at the end of each workday. Storage of materials and equipment shall be kept in a neat and orderly manner at end of each workday. Subcontractor is required to have an employee designated to receive, confirm delivery, and organize all shipments for their scope of work; Subcontractor assumes liability for any damages & shortages not noted upon delivery. All rough and final inspections shall require the trade supervisor on site to be present with inspector during inspection; any inspector’s punch list is to be completed within 2 business days of initial inspection.

Total: \$ 11,443.55 (tax included)



EXHIBIT 'B-1'

SAFETY - Grace Mandatory Safety Requirements:

- *Subcontractor to provide Grace Construction with their Company's Safety Plan.*
- *Proper Personal Protective Equipment (PPE) is required based on OSHA Guidelines.*
- *Subcontractor is required to have an English-Speaking job supervisor on-site at all times while performing its respective scope of work.*
- *All Workers are required to attend weekly Toolbox Talks.*
- *Fall protection is required whenever workers are at, or above, 6 feet. Subcontractor to provide Fall Protection Plan which is to be included in Company's Safety Plan.*
- *Subcontractor shall not commence work prior to submitting valid Certificate of Insurance (COI) and COI for Second Tier Subcontractors shall be required the same.*

EXHIBIT "C"
Insurance Exhibit
Vendors and Subcontractors Required Insurance

G-689 Shake Shack #1612 Mercato

Subcontractors & Vendors, please forward to your insurance agent.

Minimum Insurance Requirements

Note: *Wherever the word "CM/GC" (Construction Manager / General Contractor) is referenced in this Insurance Exhibit, it means the following list of Entities:*

1. Grace Construction Management Company, LLC
2. North American Ventures, LLC
3. North American Properties – Atlanta, Ltd.
4. PR Mercato, LLC
5. PRISA, LHC
6. The Prudential Insurance Company of America
7. PGIM, Inc.
8. Jamestown Commercial Management, L.P.
9. Jamestown Properties, LLC

This list of Entities is to be scheduled on all ACORD certificates of insurance, additional insured, primary and non-contributory and waiver of subrogation endorsements as required below and shall include their officers, directors, members, agents, and employees.

- A. All insurance coverages referenced in this Insurance Exhibit, purchased by Vendor or Subcontractor shall use Insurers with a minimum A.M. Best rating of A-; VIII and all Insurers shall be licensed or authorized to do business in the state where the work is being done or otherwise acceptable to CM/GC.
- B. Vendor or Subcontractor shall not charge a markup or fee of any type on any insurance coverage required herein.
- C. Compliance by Vendor or Subcontractor with the carrying of insurance and furnishing of ACORD certificates of insurance, shall not in any way relieve Vendor or Subcontractor from any liability or diminish their obligations to maintain the minimum insurance coverages required herein, or with any agreement with CM/GC or by law.
- D. CM/GC may, in its sole discretion, procure any insurance required by this Insurance Exhibit which Vendor or Subcontractor neglects, refuses or is unable to obtain. Premiums therefore shall be paid by Vendor or Subcontractor to CM/GC on demand and/or shall be deducted from payments to Vendor or Subcontractor.
- E. It is understood and agreed, authorization is hereby granted to CM/GC to either terminate Vendor or Subcontractor or withhold payments to Vendor or Subcontractor until properly executed ACORD certificates of insurance with copies of the additional insured, primary and non-contributory basis and waiver of subrogation endorsements providing insurance as required herein are received and approved by CM/GC.
- F. Upon the request of CM/GC, a complete copy of the required insurance policies and/or any other documents or information necessary to verify the insurance coverages required herein, are to be submitted to CM/GC within five (5) days of such request or CM/GC can terminate Vendor or Subcontractor.
- G. All reference to "ISO" means unamended or unaltered versions of the "Insurance Services Office" insurance policy forms and endorsements.
- H. Vendor or Subcontractor shall procure and/or maintain, or cause to be maintained, for the full term of the agreement or as required herein, at their sole cost and expense, the following insurance coverages:
 1. Property insurance to insure all of Vendor or Subcontractor's owned or rented personal property, equipment, materials, and tools that are used by Vendor or Subcontractor to perform work and/or services, which are not to be incorporated into the work. Property insurance shall include a waiver of subrogation in favor of CM/GC.

EXHIBIT "C"
Insurance Exhibit
Vendors and Subcontractors Required Insurance

2. Commercial General Liability insurance shall cover all operations of Vendor or Subcontractor for bodily injury and property damage, advertising, and personal injury liability with minimum limits of not less than:
 - a. \$2,000,000 General Aggregate Limit (Other than Products – Completed Operations).
 - b. \$2,000,000 Products – Completed Operations Aggregate.
 - c. \$1,000,000 Personal and Advertising Injury Limit.
 - d. \$1,000,000 Each Occurrence Limit.
 - e. \$1,000,000 Fire Damage Liability.

Commercial General Liability coverage shall be written on an "occurrence" basis using an ISO CG0001 form ("claims made" is not acceptable), with the following minimum coverages:

- a. Separation of Insureds (severability of interest).
- b. No "Cross Liability" or "Cross Suits" exclusions or limitations.
- c. Contractual Liability shall not have any additional restrictions or modifications to the definitions of "Insured Contract" as provided by the ISO CG0001 form.
- d. Coverage for Independent Subcontractors.
- e. Additional Insured endorsement ISO CG2010 or CG2026 and ISO CG2037. Copies of endorsements must be provided to CM/GC.
- f. Additional Insured is on a primary and non-contributory basis. Copies of endorsements must be provided to CM/GC.
- g. A Waiver of Subrogation endorsement ISO CG2404. Copies of endorsements must be provided to CM/GC.
- h. Designated Construction Project General Aggregate Limit endorsement ISO CG2503.
- i. Pollution Exclusion shall not have any additional restrictions or modifications to the standard ISO CG0001 form.
- j. No "Subcontractors Conditions of Coverage" or "Subcontractor Required Insurance" or similar restrictions, endorsements or limitations shall be part of the coverage.
- k. No "Action Over" or "Bodily Injury to Independent Subcontractors" or similar restrictions, endorsements or limitations shall be part of the coverage.
- l. For any and all work and/or services performed in Pennsylvania - All vendors subcontractors that utilize subcontractors to perform any of their work are required to have an endorsement that amends the definition of an occurrence to include subcontracted work.

Vendor or Subcontractor will maintain Commercial General Liability Insurance for a minimum period of three (3) years after the completion of the work including Products - Completed Operations coverage and Additional Insured status as detailed above.

3. Automobile Liability insurance coverage with minimum limits of not less than \$1,000,000 per accident for all Owned, Leased, Non-Owned and Hired vehicles and shall be written on an ISO CA0001 form with the following minimum coverages:
 - a. Designated Insured endorsement ISO CA2048. Copies of endorsements must be provided to CM/GC.
 - b. A Waiver of Subrogation endorsement. Copies of endorsements must be provided to CM/GC.
 - c. If hazardous materials are being transported, then Pollution Liability - Broadened Pollution for Covered Autos endorsement ISO CA9948.
4. Workers' Compensation insurance in accordance with the applicable State statutes and laws. Sole proprietorships, members of LLC's and partners who will be performing work and/or services may not "opt out" of coverage in states where allowed; coverage must be maintained. Where allowed by law, include the following minimum coverages:
 - a. A Waiver of Subrogation endorsement. Copies of endorsements must be provided to CM/GC. (Not applicable in New Jersey)
 - b. If Vendor or Subcontractor is providing staffing services, then an alternate employer endorsement is required, which should schedule CM/GC and each location where the work and/or service is to be performed.

EXHIBIT “C”
Insurance Exhibit
Vendors and Subcontractors Required Insurance

5. Employers' Liability insurance coverage with minimum limits not less than:
 - a. \$500,000 Bodily Injury by Accident, for each accident.
 - b. \$500,000 Bodily Injury by Disease, policy limit.
 - c. \$500,000 Bodily Injury by Disease, each employee.

6. Umbrella Liability insurance shall be follow form excess of employers' liability, commercial general liability, and commercial automobile liability, with an effective date that is concurrent with such policies. Insurance shall cover all operations of Vendor or Subcontractor and coverage shall minimally provide the same coverages, terms and conditions, additional insureds, and minimum coverages as detailed in this Insurance Exhibit for the primary policies, with minimum limits of not less than:
 - a. \$5,000,000 General Aggregate Limit.
 - b. \$5,000,000 Each Occurrence Limit.
 - c. \$5,000,000 Products – Completed Operations Aggregate.
 - a. Umbrella liability coverage shall be written on an “occurrence” basis form which is acceptable to CM/GC (“claims made” is not acceptable).

7. Professional Liability (errors & omissions) insurance coverage if performing work and/or services of a professional nature (such as an architect or engineer) with minimum limits of not less than \$2,000,000 each claim. Policy shall provide coverage for all work and/or services to be performed by Vendor or Subcontractor for CM/GC. Any applicable retroactive date must precede the date the Vendor or Subcontractor first performed any such work and/or services. Continuous coverage or an extended reporting period shall remain in force for three (3) years following the completion of work and/or services or termination of Vendor or Subcontractor.

8. Pollution Liability (Contractors Form) insurance coverage if performing work and/or services with an environmental exposure (such as pesticide applicator, excavation, HVAC, or hazardous material remediation) with minimum limits of \$2,000,000 each claim with the following minimum enhancements:
 - a. CM/GC is scheduled as an Additional Insured.
 - b. Vendor or Subcontractors policy is primary coverage to any coverage maintained by CM/GC.
 - c. Schedule the Premises where the work and/or services are being performed on the policy as a covered location.

Such Pollution coverage shall be written on an occurrence form if possible and shall remain in force until the end of work and/or services or termination of Vendor or Subcontractor. If claims made form, coverage or extended reporting period shall remain in force for three (3) years following the completion of work and/or services or termination of Vendor or Subcontractor.

9. And such other insurance as may be required by law, CM/GC or Vendor or Subcontractor deems necessary to maintain.

- I. All insurance coverages required to be maintained by this Insurance Exhibit will be endorsed to provide that CM/GC receives thirty (30) days prior written notice of cancellation or non-renewal except ten (10) days for non-payment of premium. Attach copies of the required cancellation or non-renewal endorsements to Vendor or Subcontractors ACORD certificates of insurance.

- J. Vendor or Subcontractor shall furnish CM/GC with ACORD certificates of insurance reflecting all of the insurance coverages required herein along with a copy of the actual insurance policy language or endorsements providing additional insured status, additional insured is on a primary and non-contributory basis, waiver of subrogation and cancellation or non-renewal.

EXHIBIT "C"
Insurance Exhibit
Vendors and Subcontractors Required Insurance

- K. Any policy terms and conditions, limits, deductibles, exclusions, etc. which deviate from ISO insurance policy forms and endorsements or this Insurance Exhibit, must be so indicated on the ACORD certificate of insurance.

ACORD Certificate with required attachments must be emailed to:

Grace Construction Management Company, LLC
1530 Glen Avenue, Suite 4
Moorestown, NJ 08057
Attention: ap@gracecm.com

Vendor or Subcontractor's ACORD certificates will evidence all self-insurance, self-insured retention's and/or deductibles (collectively referred to as "Deductibles") greater than \$25,000 for any of the required insurance coverages. To the extent any Deductible is permitted or allowed as a part of any insurance policy maintained by Vendor or Subcontractor in compliance with this Insurance Exhibit, such Deductible shall be subject to CM/GC's reasonable approval. Any such Deductibles shall be paid for, assumed by, for the account of and at Vendor or Subcontractor's sole risk. CM/GC shall not be responsible for the payment of any such Deductible.

Higher limits of coverage may be required if the service and/or work to be performed is hazardous as determined and directed by CM/GC, Vendor or Subcontractor.

Vendor or Subcontractor shall cooperate with CM/GC's Insurers with respect to any and all claims which may arise concerning their work and/or services. Vendor or Subcontractor shall notify CM/GC in writing as soon as practicable after they receive notice of any loss, damage, or injury or are aware of an incident which might give rise to a claim in the future. Vendor or Subcontractor shall take no action which might operate to bar CM/GC from obtaining protection afforded by Vendor or Subcontractor's insurance policies or which might prejudice CM/GC in its defense to a claim based on such loss, damage, or injury.

- L. Vendor or Subcontractor shall cause all sub-subcontractors of any tier used, to maintain for the full term of such sub-subcontractors' service and/or work and at such sub-subcontractors' own expense, the same minimum insurance coverages required herein.

Vendor or Subcontractor shall collect and maintain copies of all sub-subcontractors, of any tier, ACORD certificates with required attachments reflecting all of the same insurance coverages as required of Vendor or Subcontractor herein. Vendor or Subcontractor shall submit ACORD certificates with required attachments to CM/GC for approval prior to the start of any work and/or service. No work, services, or delivery shall commence until CM/GC has approved in writing to the Vendor or Subcontractor, each sub-subcontractors ACORD certificates of insurance as acceptable.

- M. The insurance coverages set forth in this Insurance Exhibit, will in no way limit Vendor or Subcontractor or any sub-subcontractors, of any tier, liability arising out of their work and/or services (including liability under indemnification provisions or under any other agreements or by law). The inclusions, coverages and limits set forth herein are minimum inclusions, coverages, and limits. The minimum limits set forth herein will not be construed as a limitation of CM/GC rights under any insurance policy with higher limits, and no insurance policy maintained by Vendor or Subcontractor or any sub-subcontractors, of any tier, shall be endorsed to include such a limitation. Nothing contained herein will be construed as limiting the type, quality, or quantity of insurance coverage that Vendor or Subcontractor or any sub-subcontractors, of any tier, should maintain. Vendor or Subcontractor or any sub-subcontractors, of any tier, will be responsible for determining appropriate inclusions, coverages and limits which may be in excess of the minimum insurance requirements set forth herein.



1530 Glen Avenue
Suite 4
Moorestown, NJ 08057

EXHIBIT 'D'

PAYMENT TERMS

Payments will be made monthly on the basis of invoices/Payment Applications. **All invoices and payment applications must be submitted using Procore Pay, no later than the 20th of each month.** Invoices received after the 20th of the month will not be processed for the current billing period.

Payment Applications and invoices must accurately reflect the value of labor performed and/or materials delivered and properly stored through the 30th of the month. All invoices should indicate the gross amount of work performed for the current month. Any billing for stored materials must include photographs or proof of the materials on hand, as well as a Certificate of Insurance (COI) for the stored materials indicating where the material is stored and its value.

Payment will be made to the SUBCONTRACTOR by the 15th of the 2nd month (in 45 days) based on 90% of the submitted invoice for each monthly submission, contingent upon receipt of payment from the owner to the CONTRACTOR.

The retainage percentage will be paid promptly upon approval by the Architect and payment by the Owner of the Contractor's final invoice, and upon receipt of a release of liens in a form acceptable to the Contractor (Exhibit D-3 attached hereto) and executed by the Subcontractor.

You will receive an email through Procore once your contract has been fully executed and the billing cycle has opened.

For more information on using Procore Pay, please refer to the following tutorial link:

<https://learn.procore.com/product-certification-payee-procore-pay>.

For billing questions and concerns, please contact AP@gracecm.com with the Project Manager copied.

Revised 06/02/2025

Conditional Waiver and Release on Progress Payment

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Sample Construction Company

Name of Customer: Sample GC

Job Location: Sample Project Nickname, 456 Example St, New Orleans, Louisiana 70130

Owner: Sample PO

Job Name (if any): Sample Project Nickname

Through Date: 1/1/2019

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Maker of Check

Amount of Check: \$123.45

Check Payable To: Check Payable To

Exceptions

This document does not affect disputed claims for extras in the amount of \$123.45, retainage, or any previous progress payments for which the claimant has previously given a conditional waiver and release, but has not received payment.

Signature

Sample Signature

e-Signature ID: ABC1234

Sam Sampler

[Current User Title]

Sample Construction Company

October 10, 2024

Conditional Waiver and Release on Final Payment

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Sample Construction Company

Name of Customer: Sample GC

Job Location: Sample Project Nickname, 456 Example St, New Orleans, Louisiana 70130

Owner: Sample PO

Job Name (if any): Sample Project Nickname

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Maker of Check

Amount of Check: \$123.45

Check Payable To: Check Payable To

Exceptions

This document does not affect any of the following disputed claims for extras in the amount of: \$123.45

Signature

Sample Signature

e-Signature ID: ABC1234

Sam Sampler

[Current User Title]

Sample Construction Company

October 10, 2024



G-631 - SHAKE SHACK #1612 MERCATO
NAPLES, FL
CONSTRUCTION SCHEDULE
EXHIBIT E

ID	Task Name	Duration	Start	Finish
1	MILESTONES	91 days	Fri 7/11/25	Mon 11/17/25
2	Permit Received	0 days	Fri 7/11/25	Fri 7/11/25
3	Mobilization	0 days	Mon 7/14/25	Mon 7/14/25
4	GC Shell Acceptance / Continue Fit-out	0 days	Mon 7/14/25	Mon 7/14/25
5	Fit-Out Completion / CO	0 days	Mon 11/3/25	Mon 11/3/25
6	Grand Opening	0 days	Mon 11/17/25	Mon 11/17/25
7	CONSTRUCTION	81 days	Mon 7/14/25	Mon 11/3/25
8	Plumbing/Electric Slab Rough In	6 days	Mon 7/14/25	Mon 7/21/25
9	Backfill and Pour Concrete Trenches	5 days	Tue 7/22/25	Mon 7/28/25
10	Lay Out & Frame Partitions & Bulkheads	5 days	Tue 7/29/25	Mon 8/4/25
11	MEP Overhead Rough in	10 days	Thu 7/31/25	Wed 8/13/25
12	Trimark - Walk Ins	4 days	Mon 8/11/25	Thu 8/14/25
13	Electrical Wall Roughin	9 days	Thu 8/7/25	Tue 8/19/25
14	Plumbing Wall Roughin	9 days	Wed 8/13/25	Mon 8/25/25
15	1" Cement Board at bottom of walls	3 days	Mon 8/25/25	Wed 8/27/25
16	Wall Roughin Inspections	1 day	Tue 8/26/25	Tue 8/26/25
17	Wall insulation and blocking	3 days	Wed 8/27/25	Fri 8/29/25
18	Close Walls - Drywall, Plywood, Cement Board	4 days	Thu 8/28/25	Tue 9/2/25
19	HOLIDAY	1 day	Mon 9/1/25	Mon 9/1/25
20	Trimark - Stainless Panels	4 days	Tue 9/2/25	Fri 9/5/25
21	Install RTU and Fans	5 days	Mon 9/8/25	Fri 9/12/25
22	Grease Duct and Hood Support	3 days	Fri 9/12/25	Tue 9/16/25
23	Back of House FRP Walls	4 days	Mon 9/8/25	Thu 9/11/25
24	Back of House Epoxy Floor	4 days	Fri 9/12/25	Wed 9/17/25
25	Acoustical Ceiling Board on Deck in Dining/Ordering	4 days	Thu 9/18/25	Tue 9/23/25
26	Muzak Install	4 days	Tue 9/23/25	Fri 9/26/25
27	Back of House Ceiling Grid	2 days	Mon 9/29/25	Tue 9/30/25
28	Owner Supply Millwork and Office Millwork	5 days	Wed 10/1/25	Tue 10/7/25
29	Frame Hard Ceilings Bathrooms & Corridor	4 days	Wed 10/8/25	Mon 10/13/25
30	Trimark - Kitchen Equipment & Custard Condenser Deli	4 days	Mon 10/13/25	Thu 10/16/25
31	Vendor - IT / Data	4 days	Mon 10/13/25	Thu 10/16/25
32	Ceiling Roughin (Hard and Grid)	4 days	Fri 10/17/25	Wed 10/22/25
33	Drywall and Finish Hard Ceilings	3 days	Thu 10/23/25	Mon 10/27/25
34	Wall Finishes Dining/Ordering	5 days	Wed 10/22/25	Tue 10/28/25
35	Polish Concrete Floor in Dining/Ordering	4 days	Fri 10/17/25	Wed 10/22/25
36	Above Ceiling Inspections (Hard and Grid)	1 day	Thu 10/23/25	Thu 10/23/25
37	Paint Deck, Duct, Steel in Dining/Ordering	3 days	Thu 10/23/25	Mon 10/27/25
38	Security Install	5 days	Tue 10/28/25	Mon 11/3/25
39	Drop Ceiling Tile Kitchen/Back of House	3 days	Thu 10/30/25	Mon 11/3/25
40	Paint Hard Ceilings	1 day	Thu 10/23/25	Thu 10/23/25
41	Toilet Fixtures and Accessories	3 days	Fri 10/24/25	Tue 10/28/25
42	Vendor - Furniture	3 days	Tue 10/21/25	Thu 10/23/25
43	Vendor ID - Interior / Exterior Signs	2 days	Tue 10/21/25	Wed 10/22/25
44	Devoicing and Fixturing	5 days	Mon 10/20/25	Fri 10/24/25
45	Punchlist / CO	5 days	Mon 10/27/25	Fri 10/31/25
46	Substantial Completion	1 day	Mon 11/3/25	Mon 11/3/25
47				

Task Progress Summary

Relief Up Task

Relief Up Milestone

Relief Up Progress

Relief Up Split

External Tasks

Project Summary

Group By Summary

Deadline