

SUBCONTRACT

Agreement made as of the 14th day of September in the year 2023.

To: National TAB

Code: 0018-05

Amount: \$1,000.00

Job No: 238213

Project: NKU University Suites Boiler Replacement

This Subcontractor is to furnish and install complete the following in strict accordance with all Contract documents, addenda, the Prime Contract and below Terms and Conditions:

Per the plans and specifications:

- For testing and balancing (2) pumps, (2) boilers.
- 1st shift work.
- Written report upon completion of all work by National TAB.

Time is of the essence. 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.

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 Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

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.

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.

The Subcontractor shall comply with and pay all Federal, state, and local taxes, unemployment compensation insurance and workers' compensation insurance as required to per this subcontract.

The Subcontractor shall take all 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 requirements of the Prime Contract.

The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract.

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

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tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of 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.

Insurance

The subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability 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.

Type of Insurance and Limits of Liability

As required by the Insurance Requirements. List Triton Services as additionally insured on a primary basis.

The coverage must be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

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.

Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief. The Subcontractor shall provide written notification to the Contractor of the cancellation or expiration of any insurance. The Subcontractor shall provide such written notice within five (5) business days of the date the Subcontractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the N/A and the N/A'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 as an additional insured for claims caused in whole or in part by the Subcontractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

CONTRACTOR *(Signature & Title)*
Triton Services, Inc.
Brent Ernsthansen, President

SUBCONTRACTOR *(Signature & Title)*

(Print Name)