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Contract SC-5362

General Contractor
PO Box 703568
Dallas, Texas 75370
Phone: (469) 444-0170
Fax: (520) 303-9549

Project: CHY00 - 2023TX9-CHY00-Austin Mueller
2027 Aldrich Street
Austin , Texas 78723

Air Balancing

DATE CREATED:	09/11/2023		
CONTRACT COMPANY:	National TAB 1329 E Kemper Rd Ste 4210 Cincinnati, Ohio 45246 Phone: (855) 682-6822	**CREATED BY:**	Erica Wilson **(Cornerstone Commercial Services)** PO BOX 703568 Dallas, Texas 75370
CONTRACT STATUS:	Approved	**EXECUTED:**	No
START DATE:	09/18/2023	**SIGNED CONTRACT RECEIVED DATE:**	
ESTIMATED COMPLETION DATE:	01/29/2024	**ACTUAL COMPLETION DATE:**	
CONTRACT DATE:	09/12/2023	**ISSUED ON DATE:**	09/12/2023
DEFAULT RETAINAGE:			

DESCRIPTION:
Air balance testing as per attached estimate.

INCLUSIONS:
The parties agree as follows:

THE WORK: SubContractor agrees to perform construction/project/maintenance services, the “WORK”, as indicated and at the price as negotiated, for locations that may vary as determined by CCS, including the furnishing of labor, materials and equipment (hereinafter referred to as the “Work”), as described in this contract and on purchase orders and/or work orders issued to SubContractor in writing from time to time. All Work, set forth in this agreement or in a subsequent purchase order, shall strictly
comply with Manufacturer’s Requirements or other documents applicable to the Work. This will serve to confirm that “SubContractor”, listed above, has agreed to perform certain SubContractor services for CCS.
SubContractor agrees to render the Work at a high level of proficiency equal to, or exceeding, CCS standards, as they may exist from time to time. The Work shall be rendered for specific customer sites agreed upon or added to as agreed upon between the two parties. Upon SubContractor’s satisfactory completion of all Work required by this Agreement, SubContractor shall complete and submit to CCS the SubContractor’s written invoice and signed Service Ticket or any other similar form, which may be required by CCS or its Customer as “The Service Ticket” (or functional equivalent required by CCS or Customer) completed, dated, and signed by the customer and SubContractor. Customer must sign on site, at the time of completion. Payment will not be made without signed Service Tickets or valid Certificates of Insurance.
Project Change Orders: All change orders must have written authorization from the CCS Representative before work is commenced in order to ensure you will be paid for the work. All payment requests including claims for additional work must include a formal signed CCS Change Order in order for your draw to be processed and paid. Should CCS, at any time during the progress of the work, request any changes in the scope of the Subcontract Work in this Subcontract, CCS shall have the right and power to make such requests and Subcontractor shall within two (2) days thereafter submit an itemized estimate reflecting any cost changes required to make the changes, it being distinctly understood and agreed, regardless from whom orders may be taken for changes in the scope of the work originated, that no such changes are to be made except by a subcontract change order issued by CCS.
Non-Project Work Orders: Scope of Work for Work Orders and/or Purchase Orders can be adjusted via verbal or written communication but written confirmation is the preferred method unless SubContractor is onsite performing the work. Such verbal adjustments shall not exceed $1000.00, unless verbally authorized by Manager Level CCS Representative which shall not exceed $1,000.00.
Even if a store employee may ask you to perform work with a verbal authorization, you must get that authorization from CCS before proceeding. Any work done with only a verbal agreement may result in not being paid, if work exceeds allowable approval limits as listed above. Also, please note a superintendent is not authorized to approve change orders for additional work or to exceed $500.00 limits for approval. That approval must come from the CCS Corporate Representative.
Work must be completed to the store manager and CCS Project Manager’s satisfaction. If the manager is not satisfied, SubContractor will take immediate corrective measures in all areas in question at no additional charge, to insure manager’s satisfaction, but shall not change scope of work without CCS’s approval.
This will serve to confirm that “SubContractor”, listed above, has agreed to perform certain SubContractor services for CCS. SubContractor agrees to render the Work at a high level of proficiency equal to, or exceeding, CCS standards, as they may exist from time to time. The Work shall be rendered for a list of locations agreed upon or added to as agreed upon between the two parties.
SubContractor shall warrant the work to be free from defects and guarantee the installation of any new equipment/parts to meet manufacturer expectations for a period of 1 year from date of installation, and a 1 year warranty on labor or service. Services

rendered for routine maintenance shall be guaranteed to meet all manufacturers specifications for service and shall not void any warranties. See Exhibit A for additional instructions.
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Where a work order is requiring use of the IVR System: Expectations are that EVERY time a tech arrives or leaves the premises they will utilize the IVR system. This allows us to monitor progress in real time, and provides us with visibility to actual time spent on site. If the IVR is not completed, payment will not be made, if Customer chooses not to pay.
TERMS AND CONDITIONS
TAXES. All taxes are included in the agreed upon price, including but not limited to US Federal, State, or local Taxes, county and municipal excise, gross receipts, sales, use, payroll taxes, contributions for employment insurance, old age pensions (including Social Security) or annuities. Sales and use taxes apply to material only, unless otherwise specified by Applicable Laws. Taxes must be broken out in Subcontractor's pricing and invoices.

LIABILITY. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MECHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CCS be liable to the SubContractor
for indirect, consequential (including lost profits), incidental, special, punitive or exemplary damages or any other damages which are not direct damages, even if CCS has been notified of the possibility of such damages. The SubContractor acknowledges that the limitations of liability contained in this Agreement are a bargained for element of this Agreement and that the prices charged by CCS would be higher without these provisions. SubContractor shall maintain comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence or $2,000,000 aggregate which shall include, but not be limited to contractual liability, or such greater limits as may be required by CCS. SubContractor shall also maintain comprehensive automobile liability coverage with a combined single limit of not less than $500,000, workers' compensation insurance coverage with limits not less than $500,000.00 bodily injury per accident/employee, $500,000.00 bodily injury per disease/employee, $500,000.00 policy limit disease and employer's liability coverage with limits of not less
than $500,000 and shall require all sub-contractors to provide similar coverage. No alternate forms of coverage will be accepted under any condition (occupation accident and excess employee's liability policies are not accepted). SubContractor shall include Cornerstone Commercial Services as an additional named insured in connection with all coverage and shall provide CCS with a certificate of insurance evidencing same and the required coverage prior to beginning of Work. The aggregate must be applicable on a per project basis. CCS and its customers must be named as an additional insured on a primary basis. Limits must also be evidenced in effect and should any sub-contractor engage another sub-contractor, the same conditions will apply to each sub-contractor.
SERVICE PROVIDER. The SubContractor acknowledges that CCS is providing only a means for the SubContractor to communicate to the Customer's maintenance service providers and/or store employees. CCS will not be liable for any of these providers' performance or failure to perform or for making any payment to any of these providers except as provided herein. Further, CCS will not be liable for any error or misuse of CCS's services by the SubContractor, in connection with
the Work.
INDEMNIFICATION. To the fullest extent permissible under applicable Laws: SubContractor shall reimburse, indemnify, hold harmless and defend CCS, its employees, agents, servants, customers, clients, client's landlords and representatives from and against any and all liens, suits, judgments, losses, damages, expenses, or expense (including reasonable attorney's fees) arising out of the SubContractor's errors or omissions or any breach of this Agreement, claims, suits and demands of whatever nature, including those resulting from damages or injuries, including death, to any property or persons, caused by or arising out of any action, omission, breach or operation under the Contract or in connection with the Work attributable to the SubContractor, any of SubContractor's workers, additional subcontracted services, any material supplier, any of their respective employees, agents, servants and indemnify CCS, its employees, agents, servants and representatives hereunder for any damages or injuries, including death, to any property or persons of CCS, its employees, agents, servants and
representatives including legal fees and all court costs and liability (including statutory liability) arising in from this Work in whole or in part and in any manner or from injury and/or death of persons or damage to or loss of property resulting from the acts, omissions, breach or default of SubContractor's Sub-contractors, its officers, directors, agents, employees, materialmen, suppliers and sub-contractors in connection with the performance of any work by or for SubContractor pursuant to any contract, Purchase Order and /or related to the Work or any Proceed Order pursuant to the Work. This obligation is contingent upon CCS giving the SubContractor notice of such claim. CCS shall remain in sole control over the proceedings with its choice of counsel and full cooperation of SubContractor.

The SubContractor hereby expressly permits CCS to pursue and assert claims against the SubContractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury. SubContractor will mutually defend and bear all costs of defending any actions or proceedings brought against CCS, CCS's Customers, Landlords of CCS's Customers, CCS's Customers' employees, CCS's officers, directors, agents and employees, arising in
whole or in part out of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of CCS or Sub-contractor and shall not be limited in any way by any amount of type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. Should the SubContractor engage a Sub-contractor, the same conditions will apply to each Sub-contractor
INDEPENDENT SUBCONTRACTOR RELATIONSHIP AND COMPLIANCE WITH LAWS. The relationship of Cornerstone Commercial Services (CCS) and SubContractor is that of CCS and independent contractor, and no employer-employee relationship is hereby created. Neither CCS nor SubContractor shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship. SubContractor, as an independent contractor, is responsible for compliance with all applicable income tax withholding, unemployment compensation, immigration, municipal, provincial, and federal laws regarding SubContractor's employees. The SubContractor will not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, disability, veteran status

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or any other status protected by federal, provincial or local law. The SubContractor agrees to comply with all applicable provincial and federal statutes, executive Orders and Regulations relating to non-discrimination in employment. SubContractor must also comply with the employment provisions of the province or state in which they operate. CCS may terminate SubContractor without further liability to SubContractor for failure to be licensed, and/or failure to have proper insurance as required by this Contract, and/or failure to comply with any law, rule, or regulation. SubContractor agrees to indemnify and hold CCS harmless and reimburse CCS for any expenses, attorney's fees or liabilities incurred by CCS in connection with SubContractor violating any law, rule, or regulation. SubContractor is responsible for any taxes regarding the work and/or

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services provided and will hold harmless and indemnify CCS from any such taxes. The undersigned hereby certifies that SubContractor has verified the employment eligibility and identity of the employees performing Services under the Scope(s) of work referenced above pursuant to Form I-9 requirements, has correctly completed the relevant sections of the Form I-9s for such employees (and to the extent that any violations are discovered that are of a nature that, in

the undersigned's judgment, are eligible for cure, such violations have been corrected to the extent possible) as in compliance with all applicable Immigration Laws with respect to such employees.

NONDISCLOSURE. Unless provided to the contrary elsewhere in the Agreement, SubContractor and CCS agree that during the term of this Agreement, including any renewal(s) hereof, and for five (5) years thereafter, neither party may disclose to any third party, or use other than in connection with this Agreement, proprietary information of the other party. SubContractor shall maintain strict confidentiality with respect to CCS Confidential Information, which shall include

any information relating to financial matters, financial statements, financial projections, including operating and capital budgets, marketing and sales, billing rates, terms of trade, gross profits, gross profit margins, customers, servicing methods, suppliers, advisers, equipment, computer systems and software, data bases, operations, operational techniques, strategies, tactics, and any other proprietary information used by CCS in connection with the Work or its business or

otherwise, whether communicated verbally or in writing, and whether stored on paper, computer discs, or on any medium or media. SubContractor shall not disclose, in whole or in part, Confidential Information to any third party. In any case where SubContractor is uncertain whether information or material is Confidential Information, it shall treat such information or material as Confidential Information, and SubContractor shall use Confidential Information only for purposes of this Agreement, and SubContractor shall return all Confidential Information and all reproductions thereof to CCS upon written request or the expiration or early termination of this Agreement.

NON-COMPETE AGREEMENT: SubContractor agrees and acknowledges that in rendering the Work, CCS will be granting SubContractor access to its Confidential Information, store lists, client confidence, client relationships, and other possible trade secret and proprietary information, which are of unique value to CCS, and that CCS would be irreparably harmed if SubContractor were to provide such information to any person or business entity or approach CCS's clients or customers as an agent or for the purpose of persuading CCS's client or customer to otherwise use an alternate SubContractor for the purpose of securing this Work.

Therefore, SubContractor agrees that during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, SubContractor will not directly or indirectly, contact or encourage or assist any other entity to act as an employee, agent, consultant, SubContractor, management company, director, or partner, or member or in any other individual or representative capacity for any customer of CCS existing as of this date, or at the time that this agreement is terminated, for any reason, and will not act in any way to provide the same or similar services to the Work for CCS's clients or contact or in any way solicit their clients in connection with the further pursuit of this Work. SubContractor acknowledges and agrees that the above covenants are reasonable and necessary for the protection of the business interests of CCS, that irreparable injury will result to CCS if SubContractor's breach any of the

terms herein occurs, and that CCS will have no adequate remedy at law. SubContractor therefore agrees that, in the event of any actual or threatened breach by SubContractor of those covenants, that CCS shall be entitled to immediate ex parte temporary injunctive and other equitable relief, without the necessity of showing actual monetary damages, subject to hearing as soon thereafter as possible, to enforce the provisions of or assert its rights pursuant hereto without the

necessity of posting any surety bond or other undertaking. Nothing contained herein shall be construed as prohibiting CCS from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages which is able to prove. If any court of competent jurisdiction shall at any time deem the terms of the covenants as too broad, or the Territory as too extensive geographically, then the other provisions thereof shall stand, and the

restrictive period shall be deemed to be the longest period permissible by law under the circumstances and the Territory shall be deemed to encompass the largest territory permissible by law under the circumstances.

SEVERABILITY. Should any provision (s) of this Agreement be declared invalid, illegal or unenforceable pursuant to a final determination of a court of competent jurisdiction or as a result of legislative action, such determination or action shall be construed so as not to affect the validity, legality or enforceability of this Agreement or any other provision hereof. Any provision so declared invalid, illegal or unenforceable shall be deemed removed from this Agreement as of the

date of any such final declaration, and shall be deemed replaced as of that date by the most comparable enforceable provision.

GOVERNING LAW. This Agreement, its formation, interpretation and enforcement shall be governed by the laws of the State of Texas without giving effect to its conflict of laws principles.

HEADINGS. Headings and subheadings used in this Agreement are for convenience only, are not part of this Agreement, and shall not be binding on either party or relied upon in construing this Agreement.

ASSIGNMENT. SubContractor may not assign its rights nor delegate its duties under this Agreement without CCS's prior written consent. All assigned invoices shall be accompanied by Sworn Statements and Waivers of Liens. CCS may assign this Agreement.

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WAIVER. The waiver or failures of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right.

PERMITS AND INSPECTIONS: SubContractor shall secure any and all permits and/or inspections required by all applicable federal, state and local codes, rules, regulations, ordinances and statutes applicable to the Sites ("Applicable Laws"). Certificates of inspection shall be furnished to CCS in all cases where permits are required. The cost of such permits and/or inspections is included in the contract amount listed herein.

EXAMINATION OF THE PREMISES: It is acknowledged that the SubContractor is familiar with the Work, is satisfied as to all matters necessary for carrying out the Work, and the character of the sites occasioned by SubContractor's execution of the Work.

NO DISCRIMINATION: SubContractor agrees that no person with responsibilities in the operation of the Work will discriminate with respect to any sub-contractor, employee or applicant for participation in this project because of race, creed, color, national origin, sex or age.
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PO Box 703568
Dallas, TX 75370
P: 469-444-0170 F: 520-303-9549

WORKMANSHIP AND GUARANTEES: SubContractor warrants that the performance of the Work will be in accordance with the highest industry practices and standards, and with, this Agreement and all applicable laws. SubContractor shall guarantee all Work to be free from defects in material and workmanship for a period of one (1) year unless otherwise noted.

SAFETY REQUIREMENTS: SubContractor shall keep any combustible or offensive materials in metal containers and must remove same at the completion of each day's work. SubContractor shall not permit tobacco use in any building subject to this agreement. SubContractor shall take all necessary and reasonable safety precautions with respect to performance of the Work, and shall comply with all safety measures initiated or required by CCS or occupant of the Sites or Store
Locations and with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the Work for the safety of persons or property in connection with the Work. SubContractor shall report, in writing, to CCS within three (3) days any injury to any person incurred in the performance of Work.

SUBCONTRACTORS INVOICES: SubContractor's invoices must include (when requested by CCS): (1) cost of labor, (2) cost of materials, (3) sales tax, (4) grand total, (5) authorized extras, if any (must be authorized in writing by CCS), (6) Copy of Sub-contractor's actual invoice and (7) supporting documents. Invoices must be submitted to CCS. Lien waivers are required to be submitted with invoices from SubContractors, subcontractors or from anyone having previously asserted lien rights or provided an intent to assert such rights.

TERMS OF PAYMENT: Upon receipt of billing at CCS's Corporate Office from SubContractor which, in CCS's opinion, has proper backup attachments and in the opinion of CCS is due under this Agreement. CCS reserves the right to make payments to SubContractor in the form of checks payable to SubContractor and to any of its sub-contractors or suppliers that may have the right to assert a claim of mechanics lien against the premises. CCS may offset against payments required
under this Agreement or any monetary obligation between the SubContractor and CCS, even if the obligation arises out of different

Purchase Orders and/orWork
Orders or may offset against any payments required under this Contract, any monetary obligation, whether the obligation arises out of this Agreement or otherwise. The SubContractor warrants that title to all Work, materials and equipment passes to CCS upon delivery to the site or upon payment for material, free and clear of all liens, claims, security interests or encumbrances, and that no Work, materials or equipment will have been acquired by the SubContractor, or by any other person performing Work at the Sites or furnishing materials and equipment in connection with the Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the SubContractor or such other person. Nothing contained herein shall be construed as a limitation on the furnishing of lien waivers as may be required by CCS. CCS may also decline to approve payment or because of subsequently discovered evidence or subsequent observations, CCS may nullify the whole or any part of any payment previously issued, to such extent as may
be necessary in his opinion to protect CCS from loss because of:
1. Defective Work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the SubContractor to make payments properly to its sub-contractors or for labor, materials or equipment.
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
5. Damage to CCS or another SubContractor.
6. Reasonable evidence that the Work will not be completed within the Agreed Upon Time.
7. Persistent failure to carry out the Work in accordance with the Contract Documents, or any other defaults under the Agreement. All progress payments and final payment pursuant to this Subcontract are contingent and subject to Owner's acceptance of all work performed by Subcontractor and Contractor's receipt of payment from Owner for Subcontractor's work. Included in their negotiations, Subcontractor and Contractor agree the contingency that Owner may not pay Contractor for work performed by Subcontractor, and Subcontractor has agreed and does hereby agree to accept the risk of nonpayment by Owner, for whatever reason, it being specifically understood that payment by Owner to Contractor for Subcontractor's work, whether for progress payment or final payment, is a condition precedent to Contractor's liability to pay Subcontractor. Subcontractor's price of the work includes an amount for assuming this risk.

MECHANICS LIENS. If SubContractor, SubContractor's agent, any materialmen, or sub-contractor for Subcontractor refuses to furnish a release in full

of any liens applied to any property in connection with the Work, SubContractor shall furnish a bond satisfactory to CCS to indemnity CCS against any such lien. CCS has the right and SubContractor agrees to CCS's right to make payments direct to SubContractor's sub-contractors, agents or materialmen for the satisfaction of and removal of any such lien. If any lien remains unsatisfied after all payments are made, the SubContractor shall refund to CCS all moneys CCS may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and CCS shall have all remedies at law and in equity. If any Sub-contractor refuses to furnish a release or waiver required by CCS, CCS has the right to furnish a bond satisfactory to indemnify CCS against any such lien.
SubContractor
shall provide such bond or lien release as satisfactory to CCS within 72 hours of notice from CCS to SubContractor. By providing any such lien release or bond, SubContractor does give up any other remedies at law and in equity, except to discharge any and all liens against properties associated with the Work. SubContractor hereby waives the right to file any lien on CCS's Customers' or client's property or lease property or leaseholds, and agrees to indemnify CCS for any expenses including attorney fees associated with removing any lien filed against CCS's Customers or Client's property or leased premises.

CCS shall promptly pay the SubContractor after receipt, review, and where necessary in CCS's discretion verification of signed Service Ticket and the SubContractor's invoice. The terms of payment will be no sooner than 30 days from the satisfactory completion and receipt of all service documents and invoices or upon receipt of owner's payment. CCS discretion at Late Invoice Fee of $25.00 will be assessed for any invoices not received within (60) sixty days after successful completion of contracted work. Invoices received 90 days or more after completed work may not be paid by CCS, and/or will incur 10% late fee off
invoice subtotal, which will be customer and job specific and enforced on case by case basis.

Title for all materials and work covered by estimates and/or requisitions for payment for which progress payments have been made shall pass to CCS (or Owner, if the arrangements between CCS and Owner so provide). However, passage of title shall not relieve SubContractor from responsibility for all defective materials and work for which payments have been made, the restoration of any damaged work or the maintenance of insurance thereon if required by other provisions
of this Subcontract. Nor shall it be considered a waiver of the right of CCS or Owner to require fulfillment of all terms of this Subcontract.
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All progress payments and final payment pursuant to this Subcontract are contingent and subject to Owner's acceptance of all work performed by SubContractor and CCS 's receipt of payment from Owner for SubContractor's work. SubContractor and CCS have addressed the contingency that Owner may not pay CCS for
work performed by SubContractor, and SubContractor has agreed and does hereby agree to accept the risk of nonpayment by Owner, for whatever reason, it being specifically understood that payment by Owner to CCS for SubContractor's work, whether for progress payment or final payment, is a condition precedent to CCS's liability to pay SubContractor.

If the dispute arises out of or relates to this Subcontract and is solely between CCS and SubContractor, then the following dispute resolution procedure shall apply: (1) The dispute or controversy shall be submitted by one party to the other in writing; (2) the parties shall make a good faith attempt to settle such dispute; (3) if the dispute is not settled under (1) and (2), then the parties shall submit to nonbinding mediation with the parties agreeing on a neutral mediator. Any
disputes or controversies not resolved or settled by the parties under the previous provisions shall be submitted to binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and any judgment upon the award by the arbitrators may be entered by any court havingjurisdiction. The venue for any hearing under this arbitration provision shall be in Johnson County, Texas.

Any claim for extra costs incurred by SubContractor arising from or pertaining to any cause whatsoever, including without limitation changed site conditions, administration of the Subcontract, delays, and interference, must be submitted in writing to CCS within 21 days after the occurrence of the event giving rise to such claim or within 21 days after SubContractor should have recognized the condition giving rise to the claim. SubContractor also agrees that this contract is binding and hereby waives any option of filing mechanic's liens on Owner's property for this work.
TERMINATION AND COMPLETION: If the SubContractor should neglect or refuse or fail to supply enough properly skilled workmen or proper material, fail in any respect to diligently prosecute the Work under Contract, fail to make prompt payment to sub-contractors, materialmen or laborers, disregard applicable Laws, the instruction of CCS, or otherwise be guilty of a material breach of the Contract, CCS may without prejudice to any other right or remedy, terminate the Contract. In case of such termination, SubContractor shall not be entitled to receive any further payment under the Contract until the Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under the Contract does not fully pay the costs for the Work incurred by CCS in finishing the Work, the actual cost plus 15% shall be paid by SubContractor for managing the process under duress, and such excess shall be paid by SubContractor to CCS. If the
cost of the Work does not exceed payments remaining and available for the incomplete Work, then CCS will make final payment for all work rendered on aprorated basis, without management fees. CCS reserves the right to terminate this Contract with forty-eight (48) hours' notice, with no fault of either party, at any time it determines it does not wish to proceed with any Work Order, project or with SubContractor. In such event, SubContractor shall be paid for such portions of the Work as have been completed and for materials which have been provided to the approved store locations, fabricated or delivered to the store
locations, up to the date of termination, no allowance being made for anticipated profit on that portion of the Work not completed.

CCS has the right to terminate this agreement, at any time, without cause with prior notice as agreed, and has the right to terminate this agreement immediately for cause, without notice, due to, but not limited to, incompetence, intoxication, drug use, insubordination, gross negligence, violations of

CORNERSTONE COMMERCIAL

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express directions or any reasonable rules or regulations established by CCS from time to time regarding the conduct of its business, or violations by SubContractor of the terms and
conditions of this agreement.

TIME OF COMPLETION: SubContractor shall execute the Work with all diligence and expedition consistent with personal and public safety and with the approved pertinent date schedule and corresponding completion date. SubContractor shall not be entitled to any extension of the completion date unless required due to catastrophic weather conditions or the intentional act or omission of CCS; in no event shall SubContractor be entitled to an increase in the Contract price or
damages of any nature arising out of project delay, however caused. The Work shall be completed at the time stated on the applicable purchase order, work order, or as stated in writing by CCS. No extension of time will be allowed without CCS's written consent.

TIME: Time is of the essence in this Agreement.

ONE AGREEMENT: This Agreement is the only agreement between the parties relating to the subject matter and supersedes any prior agreement, understandings, representations or warranties, written, oral or implied, and it may not be modified orally, and no modification or claimed waiver of any of the provisions hereof shall be binding unless in writing, expressly referring to this agreement, and signed by both parties. The agreement shall be governed by, interpreted and
construed in accordance with the laws of the State of Texas, in United States courts of law, with venue being placed within the Texas Federal Courts or Texas State Courts.

EXCLUSIONS:

ATTACHMENTS:
APPROVEDNational TAB Quote Mueller.pdf

#	Budget Code	Description	Amount
1	12-400.O Window Blinds	Roller shades as per estimate	$5,395.00
		Grand Total:	$5,395.00

General Contractor
PO Box 703568
Dallas, Texas 75370

DocuSigned by:
Erica Wilson
7F05ED281F9247C...
9/12/2023 | 9:10:54 AM CDT
SIGNATURE DATE

National TAB
1329 E Kemper Rd Ste 4210
Cincinnati, Ohio 45246

DocuSigned by:
Joe Hertenstein
C164C610B15D44E...
9/12/2023 | 9:38:09 AM CDT
SIGNATURE DATE

DocuSign Envelope ID: 342CFD06-BDA7-489E-B837-7604DA71D907

NATIONAL TAB
Comfort. Under control.

1329 E KEMPER RD, SUITE 4210
CINCINNATI, OH 45246
joe@nationaltab.com
P# (855)682-6822 / DIRECT# (513)330-0266

COMPANY:	**Cornerstone Commercial**	**JOB NAME:**	**Chuy's**
		LOCATION:	**Mueller, TX**
EMAIL:	**bids@cornerstonecommercial.us**	**QUOTE #:**	**JMH-NT-15203**
ATTN:	**Estimating**	**BID DATE:**	**06/20/2023**

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

- (11) AHUs
- Associated Air Devices
- Exhaust Fans
- MUA Unit
- Outside Air Duct
- Kitchen Hoods
- IMC507.16.1 Smoke performance test with witness sign-off
- Building Pressure Functional Checks
- HVAC balance schedule of flows as compared to design tolerances
- Reporting & Project Management (*)

* PROJECT MANAGEMENT & REPORTING: *Our reporting and project management system is a live, streaming system powered by FaciliBuild™ that coordinates our job schedule, interactively, with other networked trade participants and includes seamless file distribution, issue tracking and resolution, in project messaging, and a reporting system that has dynamic (not static) database. When we create a report, we create it with active equipment asset's that allows the owner to import our results and continue its' use for live maintenance recording. This allows you, at any time, to pull up the full history of your buildings complete asset list. This system of assets can belong to the owner for the life of the equipment and your facility.*

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

TOTAL PRICE = $5,395.00

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

WE HEREBY PROPOSE to furnish labor complete in accordance with NATIONAL TAB specifications, for the sum of: Five Thousand Three Hundred Ninety-Five US dollars (**$5,395.00**) Payment to be made as follows: **Terms as specified by our accounting department. If job is scheduled and cancelled within 5 days of site visit there could be an additional automatic charge due to flight/hotel/logistic cost accrued.**

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance to terms agreed upon. **Client Signature:**_____ **Client Date of Acceptance**:_____	**Authorized Signature:** Joe Hertenstein **Date:** 06/20/2023