

THOMAS J. DYER COMPANY  
SUBCONTRACTOR AGREEMENT



<b>TO:</b>	NATIONAL TAB LLC 1329 E. KEMPER RD SUITE 4210 CINCINNATI, OH 45246	<b>SUBCONTRACT:</b>	1239-002
<b>PHONE NO:</b>	(513) 860-5555	<b>DATE:</b>	2/22/2024
<b>JOB #</b>	24123940	<b>TRADE:</b>	TEST AND BALANCE
<b>PROJECT:</b>	UC - PHARMACY RELOCATION PH 1	<b>PRICE:</b>	\$1,500.00
<b>MANAGER:</b>	Ben Brown		
<b>LOCATION:</b>	3188 BELLEVUE AVE CINCINNATI, OH 45219		

The Contractor hereby gives the Subcontractor an order for, and the Subcontractor agrees to provide and perform at the above Project, the materials and work described below on the conditions stated below and on the reverse side hereof.

1. Furnish all labor, material, equipment and job clean-up of debris to perform all of the work at the above referenced facility in accordance with plans by .
2. All work to comply with landlord, building requirements and manual if available; local and state building codes, and job site communications by governing authorities. All business licenses, local and state sales and use taxes are included in the above price. No additional compensation shall be allowed for conditions increasing costs, which were not known by subcontractor when submitting proposal if the condition was obvious and could have been discovered by him had he visited the project and thoroughly informed himself of all existing conditions, which would affect his work.
3. **RETURN ORIGINAL COPY OF THIS SUBCONTRACT AGREEMENT ALONG WITH YOUR CERTIFICATE OF INSURANCE (Workman's Compensation, General Liability) PRIOR TO COMMENCING WORK. NO PAYMENTS WILL BE MADE WITHOUT COMPLIANCE. Certificate of Insurance must name THOMAS J. DYER COMPANY as additional insured.** The Subcontractor shall hold harmless the Contractor, agents and employees of Contractors from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or the resulting from performance of the work, 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), but only to the extent caused by the negligent acts or omissions of the Subcontractor, a sub-subcontractor, 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 whole or part by a party indemnified herein. A copy of your County and other required licenses and a copy of your Permit, if required, must also be submitted to us. You will be paid in accordance with our billing to customer based on approved percentage of completion for work completed at time of our billing and this payment will be distributed upon receipt of funds from our customer. Contractor shall hold retainage in the amount of 0 percent until the completion of the entire job. All accepted changes to this Subcontract Agreement will be submitted to you on our Subcontractor Modification Form.
4. Turnover date to Owner is Unspecified. Please refer to Project Schedule attached herewith and made part of this Subcontract Agreement. If date cannot be complied with due to material delays, inform our office immediately. An adequate quantity of workmen is expected to perform the work within delivery date scheduled to the Owner. If this cannot be complied with, or If you do not commence work when requested during regular hours, overtime hours are expected at your expense. Any acceleration costs or other costs required due to your delays will be charged against your contract. Any delay caused directly or indirectly by Subcontractor will, at a minimum, subject Subcontractor to liquidated damages. In addition to such liquidated damages, which solely represent the amount Contractor may become liable to the Owner as a result of the delay caused by Subcontractor, Subcontractor will also be liable to Contractor for any other damages caused by such delay, including all direct and indirect costs incurred by Contractor, actual and consequential damages, including attorneys fees and costs, It is mandatory for each Subcontractor to have a representative at all inspections.
5. **YOUR WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:**  
**Balancing of all air devices and valves per drawings and specification set issued 12/20/23**
6. Upon final payment, a sworn statement with a supporting waiver of lien from your material suppliers and/or Subcontractors must be furnished with your final waiver of lien. A sworn statement must be furnished to us listing major material suppliers and Subcontractors and the amounts of their contracts, at the time of first payout. Interim payments require partial waivers with supporting material supplier's waivers in exchange for payment. Your payments are made in accordance with our interim draws to the Owner. This amount will be proportional to the amount THOMAS J. DYER COMPANY receives for your specific scope of work. This may or may not conform to your billing to us. Subcontractor agrees that no funds will be owed to the Subcontractor unless the Contractor is paid by the Owner. Subcontractor understands and agrees that payment to the Contractor from the Owner is a condition precedent to the General Contractors obligation to pay the Subcontractor. The Subcontractor understands that it has legal recourse against the owner through the Mechanics Lien Laws or other legal procedures for Subcontractor's correct monies due. All fees and costs associated with the filing of any lien can not be included in the lien amount. Should a lawsuit be filed, the prevailing party in any such lawsuit shall be entitled to recover its legal costs incurred. Your payment is conditioned upon our payment from the Owner. Subcontractor shall not be entitled to interest and late fees on monies due from THOMAS J. DYER COMPANY as a result of late payment from THOMAS J. DYER COMPANY's Client.


7. Subcontract modification will be sent to you itemizing changes with prices, which gives you authorization to proceed. Your signature is not required as acceptance of the modification, but any discrepancies must be reported to our office immediately.
8. Any funds payable to the Subcontractor hereunder are hereby declared to constitute trust funds in the hands of the Subcontractor to be first applied to the payment of Subcontractors, laborers and materialmen and other costs of construction, pursuant to law. If subcontractors, laborers or materialmen go unpaid for work performed under a subcontractor's contract, THOMAS J. DYER COMPANY shall have the right to deduct the amount owing to the Subs' subcontractor, laborer or materialman. In addition, THOMAS J. DYER COMPANY shall have the right to pay the party owed money directly if all efforts have been exhausted to obtain required final waivers directly from THOMAS J. DYER COMPANY's Subcontractor.
9. The total amount of the Subcontract Agreement includes all applicable taxes, insurance, delivery, supervision, overhead and profit.
10. All work and materials to be done and provided in accordance with the plans, specifications, and conditions at the building and must comply with all laws, ordinances, rules, regulations and requirements of Underwriter and all governing authorities having jurisdiction. Should there be any violations of the above rules, in any part of the work to be furnished under this order, Subcontractor, on accepting this order, must call the attention of the Contractor to this fact.
11. The Subcontractor will furnish all labor, materials, tools, scaffolds, rigging, hoists, etc., as required to carry on the work in the best and most expeditious manner and protect his and other work, unless otherwise specified. Subcontractor agrees to perform work in a safe and proper manner and hold the Contractor harmless against all penalties for violating governing ordinances and all claims or liability for damages to person or property suffered in manner whatsoever by reason of the work hereunder.
12. Subcontractor will procure and pay for all necessary permits unless otherwise specified.
13. Subcontractor shall commence and complete work and materials at such times as are required by the Contractor. Time is of the essence of this agreement.
14. Subcontractor shall not sub-contract, assign or delegate to others any portion of the work and materials or the proceeds of this contract without prior consent of the Contractor. Subcontractor agrees that the provisions set fort in paragraph 7 shall be imposed upon, assumed and performed by each of its Subcontractors and Sub-Subcontractors. In addition, any Sub-Subcontractors shall be required to carry the same Insurance coverage as that stated in item 15 below.
15. Prior to providing any work or materials, Subcontractor will obtain the following insurance & furnish the Contractor with certificate evidencing same showing THOMAS J. DYER COMPANY as additional insured, covering the period the Subcontractor is performing hereunder, to wit:
  - a) Workmen's Compensation Insurance in accordance with law and Employer's Liability with limit liability of \$500,000.00
  - b) Comprehensive General Liability Insurance Including the liability assumed under Paragraph 4 above (which includes the Contractor as named insured) with the following minimum limits of liability:  
Bodily injury — \$1,000,000/\$1,000,000 property damage — \$1,000,000 each occurrence
  - c) Comprehensive Automobile Liability insurance 'with Liability limits of:  
Bodily injury — \$1,000,000/\$1,000,000 property damage — \$1,000,000 each person
  - d) Excess Liability: Umbrella Policy —\$1,000,000
 The above Insurance shall provide that the same may not be cancelled or changed without thirty (30) day prior notice to the Contractor by Certified Mail. In the event the Subcontractor fails to carry the insurance specified herein, the Contractor may obtain such insurance the cost shall be deducted from Subcontractors' contract. The contract consideration does not include, and the Subcontractor so warrants and represents, any amount for insurance other than stated above.
16. Subcontractor agrees that all work performed, material and equipment furnished by Subcontractor under this contract or any supplemental, additional or other contract (verbal or written) will conform to the drawings and specifications, as herein before provided, as to kind, quality, function of equipment and characteristics of material and workmanship and will remain so for a period, guaranty period, of one year from date of (a) completion of the entire project, (b) making of final payment to: Contractor to Subcontractor, (c) the Issuance of a final certificate of occupancy, whichever applies or such longer period as may be provided in the specifications, or any guaranty or other writing. Subcontractor hereby agrees at Subcontractor's expense, immediately upon notice from Contractor or its respective successors and assigns, to correct, repair, and make good any work, materials and equipment furnished by the Subcontractor under this contract. All rights acquired by the Contractor through guarantees of the Subcontractor, as well as any other rights inuring to the benefit of or acquired by the Contractor and its successors and assigns.
17. Subcontractor will daily clean his debris from jobsite and load in dumpster provided by General Contractor. In the event that Subcontractor fails to maintain clean jobsite, the Contractor may obtain such forces as may be necessary and charge to the Subcontractor the amount of \$350.00 per day,
18. PROSECUTION OF WORK: Should the Subcontractor fail to prosecute the work properly and with due diligence, become insolvent, or fail to perform any of the provisions of this agreement when required, the Contractor upon one (1) day's written or oral notice to the Subcontractor, may make good the deficiencies arid charge the Subcontractor therefore, or may terminate this contract, and at no cost or expense to the General Contractor, take possession of the tools, materials and equipment owned or controlled by the Subcontractor and use the same to complete the work. All expenses of completion shall be deducted from the unpaid balance due or to become due to the Subcontractor hereunder. If the expense of completion shall exceed such unpaid balance the Subcontractor shall be liable to the Contractor for the difference. THOMAS J. DYER COMPANY can withhold monies due Subcontractor under this Agreement to satisfy claims of THOMAS J. DYER COMPANY against Subcontractor arising out of this or any other Agreement.
19. DEFAULT BY SUBCONTRACTOR: Subcontractor agrees to pay Contractor all of Contractor's costs of enforcement of this Agreement, including reasonable attorney fees incurred as a result of dispute between Subcontractor and General Contractor.
20. If the Subcontractor does not sign this Subcontract Agreement, or does not notify us in writing of any discrepancies on this Subcontract Agreement, and any work is performed this Subcontract Agreement is accepted in its entirety.

ACCEPTED: \_\_\_\_\_

THOMAS J. DYER COMPANY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

 Comfort. Under control.		1329 E Kemper Rd, Ste 4210	
		CINCINNATI, OH 45246	
		513-860-2050	
		joe@nationaltab.com	
Client:	Thomas J. Dyer Co.	Project:	UCMC Pharmacy Relo Ph1
Email:	mheaton@tjdyer.com	QUOTE #:	JMH-NT-16055
ATTN:	Mike Heaton	BID DATE:	1/29/2024
Address:		Jobsite location:	3188 Bellevue Ave - Cincinnati, OH

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.

<u>Equipment:</u>	<u>Qty.:</u>	<u>Equipment:</u>	<u>Qty.:</u>
Air Valves	7	Reheat Coils	5
Air Devices			

**SCOPE OF WORK:**

1. 1st Shift Work Only
2. TAB of listed equipment

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

**TOTAL PRICE = \$ 1,500.00**

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 1<sup>st</sup> shift only.

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

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

<p><b>Acceptance of proposal</b> - 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.</p> <p><b>Client Signature</b> _____</p> <p><b>Client Date of Acceptance</b> _____</p>	<p><b>Authorized Signature for NT:</b></p> <p style="text-align: center;"><u>Joe Hertenstein</u></p> <p><b>Date:</b> <u>01/29/24</u></p>
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