

# Standard Form of Agreement Between Contractor and Subcontractor

Project Information	
<b>Project #</b>	<b>SHA-SAL-CMB</b>
<b>Title</b>	Shake Shack Tuscan Village
<b>Address</b>	9 Via Toscana Tuscan Village
<b>City, State, Zip</b>	Salem , NH 03079
<b>Country</b>	

Contract Information	
<b>Contract #</b>	<b>003</b>
<b>Issue Date</b>	07-Jun-2023
<b>Subject</b>	Test and Balance
<b>Retainage Percentage (%)</b>	
<b>Work</b>	0.00 %
<b>Stored Mat'l.</b>	0.00 %

Issued By	
<b>Contact</b>	Justin Auger
<b>Company</b>	ControlAir Systems, Inc.
<b>Address</b>	25 Ray Ave
<b>City, State, Zip</b>	Burlington, MA 01803
<b>Country</b>	United States
<b>Phone</b>	(781) 365-0222
<b>Fax</b>	(781) 365-0709

Subcontractor	
<b>Contact</b>	Will Turnbough
<b>Company</b>	National TAB
<b>Address</b>	1126 Swift St
<b>City, State, Zip</b>	North Kansas City, MO 64116
<b>Country</b>	
<b>Phone</b>	855-682-6822 ext. 704
<b>Fax</b>	

## Scope of Work

You are authorized to furnish all materials and necessary equipment and perform all labor necessary to complete the following work as per your proposal and the Master Subcontract Agreement:  
Test and balance per plans M001 - M601 dated 9/26/22.

## Inclusions

Included in the Contract are the following (N/A unless noted):

## Exclusions

Excluded from the Contract are the following (N/A unless noted):

## Clarifications

Clarifications for the Contract are as shown below (N/A unless noted):

## Documents

Included in the Contract are the following documents:

Item No.	Date	Description	Pages
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## Schedule of Values

Included in the Contract are the following schedule of values:

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Test and Balance	1	LS	\$4,239.10	\$4,239.10

Subtotal = \$0.00  
Total = \$4,239.10

**This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein.**

Subcontractor:

National TAB  
Company

Response:  Accept  Do Not Accept

ControlAir Systems, Inc.  
Company

\_\_\_\_\_  
By Date

\_\_\_\_\_  
By Date

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## MASTER SUBCONTRACT AGREEMENT

This Master Subcontract Agreement ("Subcontract"), made on the "Issue Date" specified above, by and between ControlAir Systems, Inc. (hereinafter "Contractor"), with an office and principal place of business at 25 Ray Ave. Burlington, MA 01803, and "Subcontractor" listed above (hereinafter "Subcontractor") with an office and principal place of business at the above specified address (hereinafter collectively "Parties").

### WITNESSETH:

WHEREAS, Contractor contemplates that from time to time it will enter into prime construction contracts with various clients ("Owner") for the performance of certain construction services with respect to certain projects (each "Project"); and WHEREAS, Contractor desires to enter into a master subcontract agreement with Subcontractor whereby Contractor at its discretion may from time to time contract with Subcontractor, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract, covenant and agree as follows:

#### 1. Scope of the Subcontract

The Contractor and Subcontractor agree that this Subcontract is a non-exclusive master agreement and that the Contractor may from time to time authorize the Subcontractor to perform certain construction services ("Work") for the Contractor pursuant to this Agreement but only upon the execution by Contractor and Subcontractor of a work order ("Work Order") in a form attached hereto as Exhibit A. This Subcontract does not require either the Contractor or Subcontractor to issue or accept any particular Work Order; however, if fully executed, each Work Order shall be governed by the terms and conditions of the Subcontract, as it may be amended by mutual agreement, and whether or nor the Work Order specifically refers to it.

#### 2. Subcontractor's Work

Subcontractor shall perform all work and shall furnish all supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in each individual Work Order, including work incidental thereto and reasonably inferable therefrom, in strict accordance and full compliance with the terms of this Subcontract, and to the satisfaction of Contractor and the Owner (hereinafter "Work").

With respect to the Work covered by this Subcontract and any individual Work Order, and except as expressly modified herein, Subcontractor shall have all rights which Contractor has under the Contract Documents, and Subcontractor shall assume all obligations, risks and responsibilities which Contractor has assumed towards the Owner, and third parties as applicable, in the Contract Documents, and Subcontractor shall be bound to Contractor in the same manner and to the same extent that Contractor is bound to the Owner or said third parties. In case of a conflict between this Subcontract Agreement and the Contract Documents as incorporated herein, pursuant to each Work Order, the terms of the Work Order shall prevail.

#### 3. Payment

Requisitions are due the 18th of the month for work completed through the end of the month. Please email all requisitions to [accountspayable@controlairsystems.com](mailto:accountspayable@controlairsystems.com). Contractor shall pay Subcontractor for performance of the Work, subject to additions and deductions by written change order, a liquidated sum which shall be calculated and agreed by the Parties in each individual Work Order.

#### 4. Indemnification and Subcontractor's Liability

Subcontractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided under any Work Order issued pursuant to this Subcontract, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by Owner or Contractor, if any.

Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of any failure of Subcontractor, or any of its suppliers or subcontractors of any tier, to perform.

To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor, General Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Subcontractor's Work under the Subcontract, and any Work Order whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of Subcontractor. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Subcontractor or the rights of the Contractor contained in this Subcontract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers' compensation acts, disability benefits acts or other employee benefits acts and includes any loss or injury suffered by an employee of the subcontractor. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Subcontract.

Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Article 5 or otherwise.

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## 5. Subcontractor's Insurance

All policies are endorsed to provide waiver of subrogation in favor of the certificate holder, the owner, the architect, and all their respective agents and employees. The certificate holder, its officers, directors and employees and the owner are included as additional insured with respect to general liability and umbrella liability, including ongoing and products/completed operations per CG 2010 10/01 and CG 2037 10/01 (or the carrier equivalent). The certificate holder, its officers, directors and employees and the owner are included as additional insured with respect to automobile liability.

Coverage provided for additional insured with respect to general liability, automobile liability and umbrella liability shall be primary and non-contributing with respect to any other insurance or self-insurance available to the certificate holder, its officers, directors and employees and the owner. The umbrella liability will "follow form" over the coverage and provide additional limits for the coverage afforded under the general liability, automobile liability and employer's liability. The umbrella liability policy shall also apply on a per project basis. General liability coverage does not contain any exclusion for explosions, collapse or underground. General liability coverage contains CG 2503 designated construction general aggregate limit endorsement applicable to each construction project as required by written contract or written agreement.

Workers compensation contains a waiver of subrogation in favor of the certificate holder.

For reasons other than non-payment of premium, 30 days notice will be provided to the certificate holder in the event that the issuing company cancels the policy before the expiration date of the policy.

Commercial umbrella follows form according to the terms, conditions, and endorsements found in the commercial umbrella policy.

### Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)  
\$2,000,000 General Aggregate per Project  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury Limit

### Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident  
Workers' Compensation and Employers' Liability Insurance  
\$100,000 Each Accident  
\$100,000 Each Employee for Injury by Disease  
\$500,000 Aggregate for Injury by Disease

### Excess or Umbrella Liability

\$1,000,000 occurrence/aggregate

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Certificate shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Contractor upon request.

## 6. Time of Performance

Subcontractor will commence Work when directed by Contractor and will proceed with the Work in a prompt and diligent manner in accordance with the Project Schedule attached to the individual Work Order, as such Schedule may be amended from time to time by Contractor. Subcontractor shall be entitled to additional compensation for compliance with Schedule amendments only to the extent, if any, that Contractor receives reimbursement from the Owner.

## 7. Safety

The Contractor makes no representation with respect to the physical conditions or safety of any Project Site. The Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Subcontractor and Subcontractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards

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established by Contractor during the progress of the Work. Subcontractor shall indemnify, defend and hold harmless Contractor, Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) arising out of the Subcontractor's failure to comply with the aforesaid laws, regulations and codes.

### **8. Clean-up**

Subcontractor shall clean up the areas used by Subcontractor for its Work on a daily basis and remove from each Project site, or to a specified location on the Project site as directed by Contractor, and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material, excess material and debris resulting from the Work.

### **9. Compensation:**

The Contractor shall pay the Subcontractor, subject to the terms of this Work Order, the liquidated sum listed above listed in the "Schedule of Values", inclusive of any and all Reimbursable Expenses.