



RUSSELL P. LE FROIS BUILDER, INC.
 General Contractors
 P.O. Box 230
 1020 Lehigh Station Road
 Henrietta, New York 14467-9369
 Phone 585 334-1122 • Fax 585 334-9756

SUB CONTRACT ORDER

DATE	JOB	NUMBER
03-12-25	25-1004	13127
VENDOR		
National Tab, Inc.		

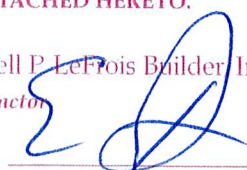
TO: National Tab, Inc.
 1329 E Kemper Rd, Suite 4210
 Cincinnati, OH 45246

JOB SITE: Shake Shack Greece Buildout


LINE	DESCRIPTION	AMOUNT
1	<p>This subcontract order will not be valid until we receive a signed copy emailed back to our office. The attached Terms and Conditions is made part of this document. P.O. includes all applicable tax. Please be sure we have all of your updated insurances. Reference PO number AND invoice numbers with all invoices.</p> <p>HVAC Testing and Air Purification PO is based off quote # 26038; dated 02/21/25.</p>	4,186.88

ACCEPTED IN ACCORDANCE WITH THE CONDITIONS AND AGREEMENTS PRINTED ON THE REVERSE SIDE AND ANY SUPPLEMENTAL CONDITIONS AND AGREEMENTS LISTED IN ADDENDA _____ ATTACHED HERETO.

Subcontractor _____
 By: _____
 Title: _____
 Date: _____

Russell P. LeFrois Builder Inc.
 Contractor 
 By: _____
 Title: Pres.
 Date: 3/13/25

Please sign and return pink copy to Russell P. LeFrois Builder, Inc.

 Comfort. Under control.		1329 E Kemper Rd, Suite 4210	
		Cincinnati, OH 45246	
		will@nationaltab.com	
		P# (855)682-6822 / DIRECT# 513-889-8927	
COMPANY:		JOB NAME:	SHAKE SHACK #1623 GREECE, NY
EMAIL:		LOCATION:	
ATTN:		QUOTE #:	26038
		BID DATE:	Friday, February 21, 2025

National TAB Intelligence is Shake Shack's national provider for HVAC solutions including test, adjust, and balancing (TAB), Commissioning, and Air Purification.

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

25-1004
 PO - 13127
 15500

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.

Name	Quantity
PKG or REME Halo	1 provided and installed per each ducted RTU/AHU/DOAS

PRICING SUMMARY

<u>Name</u>	<u>Quantity</u>	<u>Subtotal</u>
TAB	1	\$2,545.00
PKG14 (115/208V)	2	\$1,141.88
Install (Air Purifier)	2	\$500.00

TOTAL PRICE (less tax): \$4,122.25

Estimated tax: \$64.63

\$4,186.88

Note:

Our team engages the contractors in a thorough scheduling process and will be in touch with your team to confirm the project schedule. We require minimum 2 weeks notice to confirm a project on our schedule. The following items must be completed prior to arrival:

1. Permanent power to the building
2. All HVAC/Kitchen hood ductwork and diffusers installed
3. All HVAC equipment installed on the roof.
4. All HVAC/Kitchen Exhaust have been turned on and are free of alarms.

If any of the items have not been completed after schedule if confirmed, the balancing cannot be completed and the following fees will apply:

- Removing project from the schedule: \$500.00
- Removing project from schedule and canceling travel arrangements: \$(price pending travel costs)
- Arriving to a site that is not ready to balance and rescheduling a return trip: **Cost of full balance**

Additional Items we prefer to have in place prior to scheduling in order to provide a guarantee of the final balance, We are unable to guarantee the balance results without these items below being completed in advance:

- Ceiling tiles are installed
- Permanent Gas is connected to the building
- Kitchen Hood Fire suppression test is completed
- Startups of RTU/AHUS, EFS, HOODS, MAU, COOKING EQUIPMENT
- Verification of functioning economizers on RTUs
- Verification of proper rotation to all fans

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.

Not included in price: Title 24 Acceptance Testing, Ductless units, Sheave or belt replacement, DALT, Sound and Vibration testing, Indoor Air Quality testing, or Pre-testing unless price is specified separately above.

WE HEREBY PROPOSE to furnish labor complete in accordance with NATIONAL TAB specifications, for the sum of: **\$4,186.88** US Dollars. Payment to be made as follows: **Terms as specified by our accounting department.** *PO*

<p>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.</p> <p>Client Signature: _____</p> <p>Client Date of Acceptance: _____</p>	<p>Authorized Signature for NT:</p> <p style="text-align: center;"><u>William Turnbough</u></p> <p>Date: <u>Friday, February 21, 2025</u></p>
--	---

Interested in receiving marketing communications from National TAB? Subscribe [here](#).

Terms and Conditions

1. All invoices for work completed must be in the Contractor's offices not later than the 30th day of the month. Work completed will be payable within fifteen (15) days of the receipt by the Contractor of corresponding payment by the Owner. The quantities of the item(s) of work, to be paid the Subcontractor shall be the same quantity (ies) paid to the Contractor for the work done under the General Contract, but not more than ninety percent (90%) prior to final payment. Final payment shall be made within thirty (30) days after completion of the work and acceptance by the Owner, provided final payment has been made by the Owner to the Contractor. Subcontractor acknowledges that it relies upon the creditworthiness of the Owner, not the Contractor, for payment.
2. The Contractor reserves the right to require proof from Subcontractor that all laborers, sub-subcontractors, and/or material suppliers are paid all funds due to them on a current basis for work performed under this Agreement. The Contractor shall not be obligated to make any payments until such conditions are satisfied. The Contractor reserves the right to issue joint checks or, at his option, may make payments in such a manner that will protect his interests.
3. The Subcontractor is bound to the Contractor by the terms and conditions of the General Contract and shall conform to and comply with all requirements, including certification of payrolls per pay periods. Subcontractor acknowledges that the administrative and technical/performance terms and conditions of the General Contract are incorporated and apply. In the event of any conflict between documents, the terms and conditions herein will prevail.
4. The Subcontractor shall deliver an unconditional guarantee for a term of one (1) year from the date of completion for the entire project unless otherwise provided in the General Contract Documents. In the event the Contractor fails to receive such guaranty, this paragraph shall be effective and operate as if such guaranty was properly delivered to Contractor, and Contractor may act as Subcontractor's agent in regards to such guaranty. If the guaranty must be submitted to the Architect, or is required in the General Contract, such shall govern and final payment will not be made until the guaranty is properly delivered pursuant to the General Contract.
5. The Subcontractor assumes the entire responsibility and liability for any and all injury to or death of any persons, and for any and all damage to property, caused by it resulting from or arising out of any act or omission on the part of the Subcontractor or its Subcontractors or Agents. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner of the premises where the work is performed (the "Owner") and/or Contractor, Architect, agents and employees of them from and against liabilities, 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 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by any 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 Article 2. In claims against any person or entity indemnified under this Article 2 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 this Article 2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor, the Subcontractor's Sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. The obligations of the Subcontractor under this Article 2 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawing, opinions, reports, surveys, Change Orders, designs or specification, or (2) the giving of or the failure to give directions or instruction by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.
6. The Subcontractor shall be fully responsible for any defective or improper work or material installed, the repair or replacement of which shall be to the satisfaction of the Owner, and the Subcontractor shall also be responsible for all costs involved to remove and replace any work necessary for access to make the repair or replacement of such defective work or material.
7. The Subcontractor shall promptly make all claims in writing to the Contractor for additional work, changes or alterations and extensions of time. No damages for delays may be recovered. Subcontractor will continue work, notwithstanding any claims or disputes with Contractor.
8. The Subcontractor shall protect the work and shall be liable for all loss and damage of any kind, which may happen to the work at any time prior to final acceptance of the project by the General Contractor. Prior to commencement of the work, the Subcontractor shall at its expense, purchase and maintain in effect until acceptance of the entire project by the General Contractor insurance coverage with insurance companies satisfactory to the Contractor. Subcontractors insurance carriers shall be A (minus) rated or better. Subcontractor shall maintain the following minimum coverages.
 - 1) **Commercial General Liability (CGL)** with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. In addition,
 - A) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.
 - B) CGL coverage shall be written on ISO Occurrence form CG00 01 (10/93) or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C) Contractor, Owner and all other parties required of Contractor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11/85) or both CG 20 10 (10/01) and CG 20 37 (10/01) or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.
 - D) There shall be no endorsement or modification of the Subcontractors CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by subcontractors.
 - E) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 2 years after completion of the Work.
 - 2) **Automobile Liability**
 - A) Business auto liability with limits not less than \$1,000,000 each accident.
 - B) Business auto coverage must include coverage for the liability arising out of the use of all owned, leased hired and non-owned automobiles.
 - C) Owner and Contractor to be named as additional insured on a primary and non-contributing basis.
 - 3) **Commercial Umbrella/Excess**
 - A) Umbrella/excess liability limits of no less than \$2,000,000.
 - B) Owner and Contractor to be named as additional insured on Subcontractors Umbrella/Excess policy. Coverage under the Subcontractors Umbrella/Excess policy shall apply to the additional insureds prior to any other insurance provided to the additional insureds other than the CGL or Automobile liability coverage maintained by the Subcontractor.
 - 4) **Workers Compensation and Employers Liability**
 - A) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - B) Where applicable, the Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.
 - C) Workers Compensation coverage will be written to include all employees, including all executive officers.
 - 5) **Waiver of Subrogation**

Contractor and Subcontractor each hereby waives any and all rights of recovery against the other party for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured under any insurance policy in force at the time of such loss or damage. Contractor and Subcontractor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this contract.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's work until date of final payment. 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 required by Article 3 shall contain a provision that coverages afforded under the policies will not be cancelled, changed or allowed to expire until at least 30 days prior written notice has been given to the Contractor. In the event that Subcontractor fails to obtain or maintain any required insurance, the Contractor may purchase such insurance and back charge the expenses thereof to the Subcontract amount, or may terminate the contract. Subcontractor shall waive all rights of subrogation against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability policy (CGL). No policy will permit cancellation or modification without (30) days prior written notice of cancellation or modification to Contractor. A Certificate of Insurance acceptable to the Contractor shall be provided to Contractor before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractors Commercial General Liability (CGL) policy.
9. In the event extra or additional work is ordered by Contractor, the change order provisions of the General Contract shall apply and control. In no event shall Subcontractor proceed with extra work absent a written directive from Contractor to proceed.
10. The Subcontractor shall pay all applicable state, local and other taxes payable by reason of or in connection with any part of the Subcontractor's work. Subcontractor shall in all other respects comply with applicable rules, laws and ordinances.
11. The Subcontractor shall at all times supply a sufficient number of skilled workers to perform the work covered by the Subcontract with promptness and diligence. Should the Subcontractor default under any term of the Agreement, the Contractor shall have the right to terminate the employment of the Subcontractor on 48 hours notice. In such event, Contractor may enter upon the premises and for the purpose of completing the work, either upon the premises and for the purpose of completing the work, either with its own employees or other subcontractors, purchase the Subcontractor's materials at cost and rent the Subcontractor's equipment at current A.E.D. rates. In the event of such termination, the Subcontractor shall not be entitled to receive any further payments under the Subcontract, and no sum shall be deemed due or to become due until completion of the Subcontract work. In the event that cost of complete exceeds the balance under this Agreement no sum shall be due to Subcontractor and Subcontractor shall pay or reimburse to Contractor all attorney's fees and expenses incurred by Contractor.
12. The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subcontractor shall take affirmative action to ensure that applicants are employed, and treated during employment without regard to their race, color, religion, sex or national origin. In the event of the Subcontractor's non-compliance with the nondiscrimination clauses of this contract or of the General Contract, this contract may be terminated.
13. Subcontractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including the Federal Occupational Safety and Health Administration (OSHA), and any safety measures required by Contractor or Owner. Subcontractor agrees that any fines assessments or penalties imposed upon Contractor by failure of Subcontractor or his employees to comply with the government standards will be fully charged-back and paid for by the Subcontractor. Safety of subcontractor's employees, whether or not in common work area, is the responsibility of Subcontractor. Subcontractor agrees to instruct all its employees to inform Contractor immediately of any unsafe conditions or practice whether or not in common work areas. Subcontractor agrees to instruct all its employees to immediately notify Contractor of any injury or incident that may give rise to a claim. The Contractor assumes no responsibility for the oversight or direction of safety on the jobsite.
14. Time is of the essence for performance by Subcontractor of this Agreement. In the event Subcontractor commences performance prior to the execution of this Agreement, Subcontractor acknowledges and agrees that it shall be bound hereunder as of the date work is commenced.
15. This agreement, including all documents incorporated by reference, comprises the entire agreement between parties relating to the work covered hereby and no other agreement, representation or understanding concerning that same has been made and no oral statements, understandings shall affect the terms hereof.