

Purchase Order



4401 Springfield Street Dayton, Ohio 45431
 937.254.3235 | msdinc.net
 OH License # 24297 | KY # HM00345

P.O. #
 160796

P.O. Date
 06/19/2023

Request Date
 06/19/2023

Placed By
 Dennis Hickman

Page #
 1 OF 4

Ship Via
 BEST WAY AVAIL

Confirmed
 JOE HERENSTEIN

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NATIONAL TAB LLC
 P O BOX 40531
 CINCINNATI OH 45240

Vendor Phone : (513) 860-2050
 Vendor Fax : (513) 860-0465

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MSD - WEBSTER
 5561A WEBSTER STREET
 DAYTON OH 45414

Vendor #	Remit	Terms	Reference	Job/SO/Order	Whs	Retainage
NA1540	NA1540	NET 30 DAYS		230197	WEB	0.00

Memo

Ord	UOM	Item	Description	Net	Extended
1	EA	*J-SUB	Tom James Fit Out	1,000.0000	1,000.00
				Total :	1,000.00

Memo

MECHANICAL SERVICES & DESIGN INC.

4401 Springfield Street
Dayton OH 45431-1040
Ph 937-254-3235 Fax 937-254-4295

SUBCONTRACT AGREEMENT

Date: 06/19/2023 **Project:** 230197
Subcontractor: NATIONAL TAB LLC **SubContract No:** 160796
P O BOX 40531
CINCINNATI OH 45240
Fax: (513) 860-0465
Phone: (513) 860-2050
Contract Amount: 1,000.00

DESCRIPTION OF WORK - Subcontractor agrees to furnish all labor, materials, drawings, samples, and necessary equipment to complete the following work including all work incidental thereto ("the Work"):

4th & Walnut Arcade

Mechanical Services & Design Inc. Standard Terms for SUBCONTRACTS

1. All items will meet the contract plans and specifications and are subject to approval by the owner (no exceptions). This may include electronic or online submission of documentation.
2. Provide sufficient manpower to maintain the Construction Schedule.
3. Overtime is included in the lump sum price if required to meet the Construction Schedule.
4. All submittals will be in electronic (pdf) format.
5. Subcontract includes Submittals, Safety, Drug Screening, and Job Site Cleanup.
6. Warranty per the terms of the contract with end user.
7. All invoices will have the subcontract number on the invoice and the Project Manager's name.
8. A signature is required on the subcontract by a person authorized to bind the subcontractor legally.
9. Insurance certificate, safety/Drug Screening Policy and Program and Workers Compensation Certificate must be submitted before mobilization on the jobsite.
10. Must comply with ALL safety Requirements as specified by Contractor, General Contractor, and Owner.
11. Subcontractors are responsible for their own trades clean up.
12. Pay applications must include all appropriate lien waivers, certified payroll reports if applicable, and other pertinent documentation if any as determined by Contractor. If required that submission of any documents is to be electronically submitted or online the same requirement is applicable to the subcontractor.
13. Subcontractor required to have one (1) signed Safety Acknowledgement on file with MSD. Document is located on MSD website under Safety tab - subcontractors
14. Failure to adhere to items 1 through 13 listed above could delay acceptance and payment of pay applications.

REQUIREMENTS FOR THE JOB:

XX SUBMITTALS AND OPERATION & MAINTENANCE MANUALS

XX WEEKLY PAYROLL REPORTS(Required on all prevailing wage jobs)

XX WORKERS COMPENSATION CERTIFICATE

XX LIABILITY INSURANCE CERTIFICATE- Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial general liability insurance on the current version of ISO form CG 00 01. Contractor and Owner shall be named as additional insured for liability arising out of Subcontractor's ongoing and completed operations on the combination of ISO forms CG 20 10 10

01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage). Additional insured coverage shall apply as primary/noncontributory insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability for losses arising from explosion, collapse, underground property damage, residential construction, or work performed by subcontractors. If Subcontractor utilizes a helicopter or aircraft within its scope of work, Subcontractor shall carry \$10,000,000 per occurrence in aviation liability insurance, naming Contractor as an additional insured. If Subcontractor is performing any rigging/lifting of property or equipment within its scope of work, Subcontractor shall carry rigging liability or cargo insurance covering the replacement cost of the property/equipment being moved. All coverage shall be placed with an insurance company duly admitted in the State of Ohio and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an AM Best rating of "A-" or better. Subcontractor agrees to maintain the above insurance for the benefit of Contractor and Owner for a period of three years after project completion.

Each Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days' prior written notice of cancellation or nonrenewal of the Contractor's coverage thereunder (10 days if cancelled due to nonpayment of premium). Not less than two weeks prior to the cancellation or nonrenewal of any such policy, the Subcontractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Contractor and Owner as set forth above.

Additionally and prior to commencement of Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance showing liability insurance coverage for the Subcontractor and any employees, agents, or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Contractor. Coverages shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law, including coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: Subcontractor waives any rights of recovery it may otherwise have for loss or damage to person or property to the extent covered under any required policy of insurance, and to the extent permissible by law, shall obtain from each of its insurers a waiver of subrogation in favor of Contractor and Owner with respect to Losses arising out of or in connection with the Work.

XX SUBSTANCE ABUSE PROGRAM

NOTE: Subcontractors are required to have all employees tested **BEFORE** they are authorized to work on a MSD job site. Each subcontractor will be responsible for securing a negative test of each of its employees prior to their presence on the job site. Pre-job testing must be administered no greater than 30 days prior to starting work on a MSD project. The subcontractor will pay for the cost of the test. The only exceptions to this pre-job testing requirement are delivery individuals who do not engage in any work activity on the job site. All other exceptions must be approved in writing and are solely at the discretion of MSD. All individuals not complying with this policy will be asked to leave the job site immediately.

XX HAZARDOUS COMMUNICATION STD. 29-1926.59

ALL WORK SHALL BE IN ACCORDANCE WITH, BUT NOT LIMITED TO

- A. OSHA 1910 STANDARDS
- B. NATIONAL SAFETY COUNCIL DATA SHEETS

C. THE OHIO ENVIRONMENTAL PROTECTION AGENCY
D. REGIONAL AIR POLLUTION CONTROL REGULATION(RAPCA)

PAYMENT: Providing all requirements are met, the contractor agrees to pay the subcontractor within 30 days from date of an invoice and payment by the owner. Invoices must be received by the 15th. Any invoices submitted by subcontractor after the completion of the job must be done so within 45 days. Invoices submitted after 45 days will not be accepted.

EQUAL EMPLOYMENT OPPORTUNITY: The Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin and will observe and abide by all Equal Opportunity regulations and programs applicable to this subcontract, including affirmative action steps to employ Vietnam Era Veterans and the handicapped. The Subcontractor will comply with their monthly reporting responsibility (Input Form 29) to the Equal Opportunity Division of State of Ohio.

LIQUIDATED DAMAGES: As per terms and specification of construction documents.

WARRANTY: Subcontractor shall warranty all labor, materials and equipment furnished on the project for a period of one year or longer if so specified in the contract documents, after the date of completion of the project as a whole by the owner.

INDEMNIFICATION: The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend(at Subcontractor's sole expense) and hold harmless Contractor, the Owner (if different from Contractor), affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death, or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply whether or not said claims arise out of concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties. Subcontractor hereby specifically and expressly waives any immunity afforded it by virtue of Section 35, Article II of the Ohio Constitution and ORC 4123.74, but only to the extent necessary to honor this indemnification obligation.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

ARBITRATION OF DISPUTES: Any claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration administrated by the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney fees, cost and expenses.

Subcontractor Signature Date Contractor Date

PLEASE RETURN A SIGNED AND DATED COPY OF THIS AGREEMENT TO THE ATTENTION OF THE CONTRACT ADMINISTRATOR BY POSTAL MAIL, EMAIL, OR FACSIMILIE.