



## PROJECT SUBCONTRACT 2020 Edition

### Subcontract # 22-1787-06

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This Subcontract has important consequences. Prior to its completion or modification, consultation with an attorney is encouraged. This Subcontract, unmodified, may not be appropriate in all circumstances.

**THIS SUBCONTRACT WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THE SUBCONTRACT WORK, AND IS MADE AND ENTERED INTO BY AND BETWEEN:**

**Contractor:** Wilcox Construction, Inc.  
**Address:** 234 5th Avenue South  
**City:** Edmonds **State:** WA **Zip:** 98020-3425  
**Telephone:** (425) 774-4185 **General Email:** Info@WilcoxConstruction.com

**Subcontractor:** NATIONAL TAB  
**Address:** PO BOX 40531  
**City:** CINCINNATI **State:** OH **Zip:** 45240  
**Telephone:** 855-682-6822 **Fax:**

1. Subcontractor agrees to furnish and perform all work as described in paragraph 2 below, for the construction of:

**Owner:** SHAKE SHACK  
**Project:** Shake Shack Alderwood  
**Project #:** 22-1787  
**Address:** 18800 Alderwood Mall Pkwy  
**City:** Lynnwood **State:** WA **Zip:** 98037

in accordance with the contract dated the **11th** day of **October, 2022** between Owner and Contractor, and the general and special conditions of that contract, and in accordance with the drawings, dated as of 5/19/2022, and specifications and addenda for the construction prepared by: Zebra Architecture, PLLC Architects and/or Engineers, all of which documents in their entirety are hereinafter referred to as the Main Contract. Subcontractor specifically acknowledges that a copy of the Main Contract (with financial terms redacted) has been and remains available to Subcontractor on request.

2. Subcontractor agrees to provide all supervision, materials, labor, supplies, and equipment for:

A complete installation of section per drawings and specifications, and in accordance with the drawings and notes thereon. All work to be performed in accordance with governing codes and accepted good practice for this type of work.

Specifically included in this agreement is:

This Subcontract shall provide all coordination, labor, materials, tools, and equipment of every kind to provide a complete Test and Balance of the HVAC system per the contract drawings and specifications.

All work shall be performed in accordance with the project master schedule. It will be the responsibility of the subcontractor to pay for all expediting and overtime costs required to meet the project master schedule due to subcontractor caused schedule delays.

Provide all required equipment, scaffold, ladders and lifts as needed to perform and access your work.

Subcontractor shall provide all reports generated under scope of work.

Exhibit (B) - Schedule.

Exhibit (D) - Enumeration of Drawings.

All other work materials and equipment required to perform the work stated above.

Specifically excluded from this agreement is:

WSST.

3. Contractor agrees to pay Subcontractor for the satisfactory performance of Subcontractor's work the sum of: One Thousand Five Hundred Seventy-Nine Dollars and 90 / 100 \$1,579.90 in accordance with the terms and conditions of this Subcontract.
4. Subcontractor agrees to be bound by: (a) applicable laws, ordinances, building codes, rules and regulations of all governmental and quasi-governmental authorities having jurisdiction over the Project; (b) all of the terms and conditions of the Main Contract to the extent of the work herein subcontracted (the "Subcontract work") which provisions are hereby incorporated by reference; and (c) all of the terms and conditions of this Subcontract.
5. The general conditions applicable to this Subcontract are stated in the attached Exhibit A.
6. Subcontractor's indemnity requirements for this Subcontract are stated in the attached Exhibit B. Contractor and Subcontractor certify the provisions of Exhibit B were mutually negotiated.
7. Subcontractor's insurance requirements for this Subcontract are stated in the attached Exhibit C.
8. A bond  (is)  (is not) required for this Subcontract.

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have executed this Subcontract effective the date of the last authorized signature unless otherwise agreed.

WILCOX CONSTRUCTION, INC.  
CONTRACTOR

*Ch. (revised)*

BY: \_\_\_\_\_  
Project Manager

ITS: \_\_\_\_\_

WILCOC\*194Q0  
REGISTRATION #:

11/17/2022  
DATE: \_\_\_\_\_

NATIONAL TAB  
SUBCONTRACTOR

*Joe Hertenstein*

BY: \_\_\_\_\_  
*Joe Hertenstein*

ITS: \_\_\_\_\_

REGISTRATION #:

*11-14-22*  
DATE: \_\_\_\_\_

*20-3877423*  
FEDERAL TAX ID #:

*01155559*  
WORKER'S COMPENSATION ACCOUNT #:

## EXHIBIT A

### SUBCONTRACT GENERAL CONDITIONS

- A. NATURE OF WORK.** Subcontractor has satisfied itself as to the nature and location of the work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner effect the work under this Subcontract, and acknowledges that it has had a reasonable opportunity to examine the site, all of the documents comprising the Main Contract and this Subcontract. Prior to commencing work, Subcontractor shall thoroughly examine the site and any conditions that might adversely affect its work; the failure to do so will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions that could have been discovered during such an examination. Such waiver shall not apply to latent or hidden conditions that would not have been discovered following such an examination provided, however, this provision shall not be interpreted to relieve Subcontractor of the consequences for failing to comply with notice requirements in the Main Contract applicable to latent or hidden conditions.
- B. SUBCONTRACTOR OBLIGATIONS AND RESPONSIBILITIES.** Subcontractor assumes toward Contractor all obligations and responsibilities that Contractor has assumed toward Owner under the Main Contract to the extent of the Subcontract work, and Subcontractor shall be entitled to all privileges and protections granted Contractor by Owner under the Main Contract. In case of conflict between the terms of this Subcontract and the Main Contract, this Subcontract shall control except to the extent the Main Contract requires otherwise, in which case the terms of the Main Contract shall control. Subcontractor shall not assign or subcontract any portion of the Subcontract without the prior written consent of Contractor. Subcontractor specifically acknowledges that a copy of the Main Contract (with financial terms redacted) has been and remains available to Subcontractor upon request. Subcontractor certifies that it and its lower tier subcontractors, if any, are duly licensed and registered contractors in the State in which the subcontract work is to be performed and are otherwise fully licensed and qualified to perform the subcontract work. Subcontractor shall provide proof thereof prior to beginning work on the Project. Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.
- C. PROFESSIONAL SERVICES.** Subcontractor shall provide architectural, engineering, surveying or other professional services only to the extent that may be required by the Contract Documents for the Subcontract work or that Subcontractor otherwise needs to provide to carry out Subcontractor's responsibilities for construction means, methods, techniques, sequences and procedures. If such professional services, or certifications by a design professional related to systems, materials or equipment, are required of the Subcontractor, the Subcontractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, maps, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional.
- D. STANDARD OF CARE APPLICABLE TO PROFESSIONAL SERVICES.** If Subcontractor's work includes providing architectural, engineering, surveying or other professional services, Subcontractor shall perform such services in a manner consistent with standard of care required under the Main Contract, and if no standard of care is specified, the highest level of skill and care ordinarily exercised by members of the profession currently practicing in the same or similar location under the same or similar conditions.
- E. LOWER-TIER SUBCONTRACTORS.** Subcontractor shall designate in writing all lower-tier subcontractors to Contractor and shall not subsequently change lower-tier subcontractors without Contractor's written approval. Subcontractor shall be responsible for ensuring that all of its lower-tier subcontractors are contractually bound to Subcontractor to the same extent Subcontractor is bound to Contractor under the Subcontract.
- F. SAFETY.** Subcontractor and its lower-tier subcontractors shall take all necessary safety precautions pertaining to the Subcontract work, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, OSHA/WISHA, and any safety measures reasonably required by Contractor. Subcontractor shall at all times be fully responsible for providing a safe jobsite and be responsible for the work performance and safety of all employees, personnel, equipment and materials within Subcontractor's and its lower-tier subcontractors' care, custody or control. Subcontractor and its lower-tier subcontractors shall furnish all required safety equipment for the Subcontract work and such equipment shall be in good working condition as required by OSHA and/or WISHA. Subcontractor shall ensure that all of its employees and lower-tier subcontractors' employees have been trained in the proper use and care and shall wear personal protective equipment in compliance with applicable OSHA/WISHA requirements and Contractor's safety plan.

Subcontractor certifies that it and its lower-tier subcontractors maintain and will provide Contractor on request a written Accident Prevention Plan and a Jobsite Specific Safety Plan in compliance with OSHA/WISHA regulations before work begins on site. Subcontractor's Accident Prevention Plan shall address Subcontractor's role and responsibilities pertaining to safety on the jobsite, training and corrective action and be tailored to safety and health requirements for the work involved. Subcontractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered.

Subcontractor shall promptly provide Contractor with notice of safety hazard(s), violation(s), or concerns found on the jobsite or of any injury to its own or its lower-tier subcontractor's workers incurred on the jobsite. When and as requested by Contractor, Subcontractor shall provide other information regarding safety matters.

Contractor's superintendent may direct Subcontractor's supervisor to remove employees not in compliance with the safety requirements of this Subcontract. In the event Subcontractor does not promptly correct its safety violation, Contractor may order Subcontractor to stop work until the violation is corrected and may correct the violation and charge all costs of compliance to Subcontractor.

Subcontractor shall fully indemnify, defend and hold Contractor harmless from all OSHA and/or WISHA claims, liabilities, demands, proceedings, violations, penalties, assessments, fines, expenses or costs, including reasonable attorneys' fees, that arise out of or are related to the failure of Subcontractor and/or its lower tier subcontractors to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Contractor shall charge against the sums otherwise owing to Subcontractor the amount of the fine or penalty plus actual fees, costs and expenses, including attorneys' and expert witness fees, incurred by Contractor in the defense of the claims, citation and/or fine arising from or relating to any such failure by Subcontractor. Subcontractor's indemnity obligations shall survive the completion or termination of this Subcontract.

- G. HOUSEKEEPING AND CLEAN-UP.** Avoidance of safety hazards through good housekeeping is an important part of Subcontractor's obligations. The work areas used by Subcontractor are to be maintained in a clean and safe working condition. All materials and equipment brought into the area shall be placed in an orderly manner to provide a safe working area and for ingress and egress at all times. Subcontractor shall regularly remove all refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the jobsite or creates a safety hazard. In the event Subcontractor or its lower-tier subcontractors fail or refuse to meet these requirements, Contractor may remove refuse and charge all costs to Subcontractor, provided that Subcontractor has received 24 hours or one full working day (whichever is greater) prior written notice. In the event Contractor determines emergency conditions exist, Contractor may proceed as above without prior notice.
- H. SUBCONTRACTOR DISCIPLINE AND BEHAVIOR.** Subcontractor shall enforce strict discipline and good order among Subcontractor's employees, and other persons carrying out the Subcontract work. Subcontractor's employees and other persons carrying out the Subcontract work shall be drug and alcohol free when on the jobsite and shall smoke on the jobsite only in areas designated for smoking. When on the jobsite, Subcontractor's employees and others carrying out the Subcontract work shall not engage in any threatening, harassing or abusive behavior toward others, and shall not display on their clothing or otherwise any obscene, racially derogatory or sexually harassing slogan or other communication or representation. Subcontractor shall comply with requests for security or background checks on Subcontractor's employees and other persons carrying out the Subcontract work. Contractor's superintendent may direct Subcontractor's supervisor to remove employees or others carrying out the Subcontract work not in compliance with these Subcontract requirements.
- I. SUBCONTRACTOR EMPLOYER.** Subcontractor has the status of "employer" as defined by, and for the limited purpose of, the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government. Subcontractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions, and withholding taxes and pay the same. Subcontractor shall furnish Contractor affidavits certifying that it has complied with all such laws, rules and regulations, and Subcontractor shall fully indemnify, defend and hold harmless Contractor from any and all claims, liabilities, demands, proceedings, violations, penalties, assessments, fines, expenses or costs, including reasonable attorneys' fees, under such laws arising from or related to the work performed under this Subcontract. Subcontractor's indemnity obligations shall survive the completion or termination of this Subcontract.
- J. NON-DISCRIMINATION.** Subcontractor shall comply with all applicable federal, state, and local laws, regulations and orders prohibiting discrimination, including discrimination on the basis of race, religion, sex or national origin.
- K. SUBMITTALS.** To the extent required by the Main Contract, Subcontractor shall submit drawings, specifications, product data, samples, final selections of materials, operation and maintenance manuals, and other specified items for approval by Owner or Owner's agent so as not to delay progress of the Project. Payment may be withheld until all such documentation is complete. By submitting such items, Subcontractor warrants to Contractor that Subcontractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Subcontract work and applicable Contract Documents. Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of Subcontractor's submittals.

**L. SCHEDULING.** Contractor shall give Subcontractor advance notice of the anticipated starting date for the Subcontract work. Contractor shall consult with Subcontractor on the development and update of a construction schedule at Subcontractor's request and shall make such schedule available to Subcontractor at Subcontractor's request. Subcontractor shall start work on the date requested by Contractor and shall complete the several portions and the whole of the Subcontract work at such times as will enable Contractor to timely complete the Main Contract. Subcontractor shall cooperate with Contractor and other subcontractors in the scheduling and performance of the Subcontract work. Subcontractor will be bound by any provision in the Main Contract including provisions for liquidated damages, and if liquidated damages are assessed against Contractor by Owner, Subcontractor shall pay such damages for any delay to the extent caused by Subcontractor. The preceding language shall not be construed to deprive Contractor of any right to recover separate or additional damages for delay to the extent caused by Subcontractor.

**M. PAYMENTS.** Subcontractor shall submit to Contractor applications for payment at such times as will enable Contractor to timely apply for payment from Owner. Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of ten percent (10%) or such greater amount as required under the Main Contract or as required by law. Contractor's obligation to release retainage to Subcontractor shall be subject to proof that there are no unpaid claims which would provide the basis for a lien against the premises, retainage or payment and performance bond, or subject to (1) Contractor's withholding of sufficient funds or (2) Subcontractor furnishing an adequate and sufficient release of retainage bond to Contractor and Owner.

Subcontractor shall be paid for work to date of Contractor's last progress billing date, as approved by Owner, Architect or Engineer, within ten (10) days after Contractor has received payment for such progress billing from Owner. Final payment for work under this Subcontract shall be made within ten (10) days after Contractor has received final or complete payment from Owner provided Subcontractor has completed its work and fulfilled each of its obligations under this Subcontract. Contractor's obligation to pay Subcontractor's progress billings and final billing is conditioned on Contractor first receiving payment from Owner for the work included in Subcontractor's billings.

When required by Owner or Contractor, and as a prerequisite for any payment, Subcontractor shall provide in a form satisfactory to Contractor partial lien releases, claim waivers and affidavits of payment from Subcontractor, and its lower-tier subcontractors and suppliers of any tier, for the completed portion of Subcontractor's work. Final payment will not be released until the requirements of this Subcontract have been met and the following have been received and accepted by Contractor if required by the Main Contract: (1) operation and maintenance manuals; (2) warranty letter; and (c) as-built drawings.

If the Main Contract permits payment for materials delivered to the jobsite or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and receive payment as outlined above, provided, however, that such stored materials shall be at the risk of Subcontractor until acceptance of the Subcontract work. Subcontractor shall notify Contractor of the assignment of the proceeds of this Subcontract prior to any payment required to be made by Contractor and Contractor shall require the assignee's written acceptance of the terms of this Subcontract including the obligation for adjustments and return to Contractor of overpayments. Any such assignment shall not relieve Subcontractor of its obligations under this Subcontract.

Subcontractor acknowledges that all payments it accepts or which are otherwise due under this Subcontract shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Subcontract or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed them within ten (10) days of receipt of payment from or on behalf of Contractor.

Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or Contractor's good faith determination that the remaining balance of payments may be insufficient to insure completion of work covered by this Subcontract or to pay lien, retainage, or bond claims. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental or other proper charges against the work covered by this Subcontract, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage. Provided further that Contractor may from time to time require, and Subcontractor shall promptly provide, a statement in writing setting forth what amounts, if any are due or payable by Subcontractor to third parties for labor, fringe benefits, taxes, supplies, materials, equipment, or other proper charges against the work in connection with, or arising out of the performance of, this Subcontract.

If retainage is held in an interest-bearing account, then proportionate interest will be paid to Subcontractor.

Upon receiving all closeout documents, as-built drawings, operations and maintenance manuals, final lien releases, completion of work, and punch list sign offs required by the Main Contract, Contractor will accept a one hundred percent (100%) final progress billing. Once a final lien release is signed and final payment, including any retainage, is made, no further disbursements will be made to Subcontractor. A final pay request must be received from Subcontractor within thirty (30) days of Subcontractor's substantial completion of its work or Subcontractor waives right to payment of any monies otherwise due.

**N. CHANGES.** Contractor may, without invalidating this Subcontract, order in writing extra work or make changes by altering, adding to, or deducting from the work, and the Subcontract price shall be adjusted accordingly. All such work shall be executed under the conditions of the Subcontract and of the Main Contract, except that any claims for extension of time caused thereby must be agreed upon in writing at the time of ordering such change. In case of any dispute over adjustment of the Subcontract price or time, Subcontractor shall proceed with the work and the dispute shall be resolved in accordance with the procedures set forth in the Main Contract, to the extent that Contractor is bound by such procedures, otherwise by the disputes procedures set forth in Article Y below. Subcontractor acknowledges that unless expressly stated otherwise within a written change order, any change in the Subcontract price and/or time effected through a written change order shall constitute full satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in work.

Subcontractor shall make no claims for extra compensation or time unless the same shall be agreed upon in writing by Contractor prior to the performance of any such extra work. In the event Subcontractor believes it has a claim against Contractor for additional compensation, additional time or some other right or remedy arising out of or in connection with the Subcontract, the work or the actions or omissions of Contractor (or the parties for whom Contractor is responsible), Subcontractor shall give written notice to Contractor of such claim within five (5) days (or less if the Main Contract is more stringent) of when Subcontractor first knew, or reasonably should have known, of the event or condition giving rise to the claim. The notice shall describe the claim and impact of the claim in reasonable detail. Subcontractor's failure to give notice of a claim within time and in the manner specified above shall constitute an absolute and complete waiver, bar and release of any such claim.

**O. PERMITS, FEES AND TAXES.** Subcontractor shall obtain and pay for all permits, fees, licenses and inspections necessary for the performance and completion of the Subcontract work and shall pay any and all federal, state, and local taxes applicable to the work to be performed under this Subcontract, including use taxes when applicable. Owner or Contractor shall obtain and pay for the initial building permit applicable to the Main Contract and unless stated otherwise herein shall be responsible, as between Contractor and Subcontractor, for payment of state sales taxes applicable to the Project.

**P. MATERIALS.** Materials delivered by or for Subcontractor and intended to be incorporated into the work shall remain on the jobsite and shall become the property of Owner upon payment, but Subcontractor may repossess any surplus materials remaining at the completion of the Project. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Subcontractor shall remain Subcontractor's property. It shall be Subcontractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the work and the work is accepted by Owner, even though title thereto may previously have passed to Owner, except that Subcontractor shall not bear that portion of any such loss to the extent it was caused by the fault of Contractor.

Materials condemned by Contractor, Architect, Engineer, or Owner as failing to conform to the Main Contract, worked or not, shall upon notice from Contractor be immediately removed by Subcontractor. Failure of Contractor to immediately condemn any work or materials as installed shall not in any way waive Contractor's right to object thereto at any subsequent time.

**Q. UNIT PRICE.** In the event this Subcontract contains unit price items it is understood and agreed that any quantities mentioned are approximations only and subject to change as required by the Main Contract, or as ordered and directed by Contractor. It is Subcontractor's responsibility to secure written approval of quantities from Contractor in a timely manner so as to not delay performance of the Subcontract work or Contractor's work under the Main Contract.

**R. BOND.** If this Subcontract requires Subcontractor to supply bonds for this Project, then Subcontractor shall as its own expense promptly furnish Contractor performance and payment surety bonds, acceptable to Contractor, in an amount equal to the Subcontract price or in such higher amount as the Main Contract may require. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Subcontract and upon payment for all labor, materials, equipment and supplies used in the prosecution of the Subcontract work.

**S. JOB DAMAGE.** Damage caused to work by Subcontractor, its lower-tier subcontractors, or suppliers shall be reported immediately to Contractor and Subcontractor shall be responsible for its repair or replacement. Damage caused by Contractor to work of Subcontractor shall be reported immediately to Subcontractor and Contractor shall be responsible for its repair or replacement.

**T. BACK CHARGES.** Should extra work be performed by either Contractor or Subcontractor for the other (exclusive of extra work requested and paid for by Owner), that work shall be performed on a time and materials basis with charges being made for actual direct costs incurred and with no mark-up for overhead and profit. No extra work shall be performed for Contractor without Contractor's written authorization, and no work shall be performed for Subcontractor without written notification from Contractor.

**U. WARRANTY AND GUARANTY.** Subcontractor warrants all materials incorporated into the work are new, in good condition and in compliance with the requirements of the Main Contract, and that all of the Subcontract work has been executed in accordance with good workmanship and with the requirements of the specifications, drawings and conditions of the Main Contract and this Subcontract.

In addition and not in lieu of the above warranty, Subcontractor, for a period of thirteen (13) months from beneficial occupancy of the Project (or for such greater period of time that the Main Contract may require), agrees to replace, at its sole cost and expense and to the satisfaction of Contractor, any and all materials adjudged by Owner or Contractor to be defective or improperly installed. This guaranty specifically covers, without limitation, damage to other work or installation caused as a result of any defective or improperly installed work or materials.

**V. TERMINATION.** In the event Contractor's work under the Main Contract is terminated prior to Project completion for reasons other than for Contractor's default, an equitable adjustment to the price for work performed under this Subcontract prior to such termination will be made as provided for in the Main Contract: if no such provision exists, then by mutual agreement, or failing either of these methods, by arbitration provided for in the Disputes clause stated in Article Y of this Subcontract. Subcontractor shall be entitled to termination costs and prospective profits on unperformed work if and only to the extent of the Contractor's net recovery of such costs and profits from Owner.

In the event Owner, for any cause other than Contractor's default, temporarily suspends work under the Main Contract, Contractor may order Subcontractor to suspend work under this Subcontract. Subcontractor shall not be entitled to any additional compensation or damages for such suspensions, except, and only to the same extent, Contractor receives additional compensation from Owner under the provisions of the Main Contract for the work covered by this Subcontract.

If Subcontractor refuses or fails to supply enough properly-skilled workers or materials to maintain the schedule of work, refuses or fails to make prompt payment to lower-tier subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, or is guilty of material breach of this Subcontract, and fails to correct the default within not less than three (3) working days of receipt of written notice of the default, then Contractor, without prejudice to any rights or remedies otherwise available to it at law or in equity, shall have the right to immediately implement, without further notice to Subcontractor, any or all of the following remedies:

1. Supply such numbers of workers and quantity of materials, equipment, and other facilities as Contractor deems necessary for the completion of Subcontractor's work, or any part thereof, which Subcontractor has failed to complete or perform after the above notice, and to charge the cost thereof to Subcontractor who shall be liable for the payment of same including Contractor's reasonable overhead and profit.
2. Contract with one or more additional subcontractors to perform such part of Subcontractor's work as Contractor shall determine to provide prompt completion of the Project and charge the cost thereof to Subcontractor, who shall be liable for the payment of same including Contractor's reasonable overhead and profit.
3. Withhold payment of any monies due or to become due Subcontractor pending corrective action to the extent required and to the satisfaction of Contractor.
4. Terminate this Subcontract, use any on-site materials, implements, equipment, appliances, or tools furnished or belonging to Subcontractor to complete Subcontractor's work and furnish those materials, equipment and/or employ such workers as Contractor deems necessary to maintain the orderly progress of the work. Subcontractor's equipment shall only be utilized when equivalent equipment is not locally available to lease and will not be supplied by a substitute subcontractor and when procurement of substitute equipment will not delay completion of the Main Contract. All of the costs, including reasonable overhead, profit and attorneys' fees incurred by Contractor in arranging to perform and/or performing Subcontractor's work shall be charged to Subcontractor and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable to Contractor for the payment of any expenses incurred in excess of the unpaid balance of the Subcontract price.

In the event of any emergency, Contractor may proceed to implement the above remedies without giving notice of default to Subcontractor.

**W. WAIVER OF CONSEQUENTIAL DAMAGES.** Except to the extent Owner seeks consequential damages from Contractor which directly or indirectly involves the work performed or to be performed by Subcontractor, Contractor and Subcontractor waive all rights or claims against the other for consequential damages, of any kind or nature, arising from the performance or nonperformance of any of their respective obligations under this Subcontract.

**X. ADDITIONAL WARRANTIES APPLICABLE TO PROFESSIONAL SERVICES.** In addition to the construction and any other warranties provided by Subcontractor, Subcontractor warrants that all design and other professional services it provides shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental and quasi-governmental authorities having jurisdiction over the Project. Subcontractor further warrants that all drawings, maps, calculations, specifications, certifications, shop drawings and other submittals required to be prepared by a licensed professional have been reviewed and approved by Subcontractor and are in compliance with (1) the Contract Documents, (2) applicable professional practice standards and (3) applicable laws, ordinances, codes, rules and regulations governing the design of the Project. Subcontractor acknowledges and agrees that the Contractor's review of such submittals is not performed for the purpose of determining compliance with applicable laws, ordinances, building codes, rules and regulations, or for checking the accuracy of design calculations or design presumptions, and that Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the professional services and certifications performed and provided by Subcontractor.

**Y. DISPUTES.**

**1. Pass-through claims and disputes.** In the event of any dispute or claim between Contractor and Owner which directly or indirectly involves the work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which Owner may be responsible (collectively "Pass-through Claim/Dispute), Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Main Contract and by any and all procedures and resulting decisions, findings, conclusions, determinations, awards or judgments made by the person(s) authorized in the Main Contract, or by an administrative agency, board, arbitrator or court of competent jurisdiction. If any Pass-through Claim/Dispute is prosecuted or defended by Contractor together with disputes or claims of Contractor's own, and Subcontractor is not directly a party, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses, and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees and expert witness fees, incurred in connection with prosecuting or defending the Pass-through Claim/Dispute on behalf of Subcontractor.

Subcontractor agrees to be bound by the procedures and final determinations for Pass-through Claims/Disputes as specified in the Main Contract and agrees that it will not take, or will suspend, any other action or actions with respect to any such claims and will pursue no independent litigation or arbitration with respect thereto, pending final determination of any dispute resolution procedure between Owner and Contractor. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with the Project arising from the actions or fault of Owner, Contractor shall not be liable to Subcontractor for any greater amount than Owner is liable to and pays to Contractor, less any markups or costs incurred by Contractor. As to any claims asserted by Subcontractor for or on account of acts or omissions of Owner or its agents or design professionals, at the sole option of Contractor, Subcontractor agrees to prosecute such claims in Contractor's name, and Subcontractor shall bear all attendant expenses and costs, including attorneys' fees and arbitration fees. For any amount recovered or collected (whether through proceedings or settlement) by Subcontractor, Contractor shall be entitled to ten percent (10%) of such amount received or collected as its mark-up for such claims.

**2. Other Claims and Disputes.** All other claims and disputes between Contractor and Subcontractor (i.e., those claims and disputes that are not Pass-through Claims/Disputes) arising out of or relating to the Subcontract or the breach thereof shall be submitted first to non-binding mediation as provided in subparagraph a below, and if mediation does not result in a full resolution, any unresolved claims and disputes shall be submitted to binding arbitration as provided in subparagraph b below.

**a. Non-Binding Mediation.** Any party to the Subcontract may initiate mediation by written demand on the other party. In the event the parties cannot agree on a mediator, a mediator shall be appointed by a court of competent jurisdiction. The parties shall each designate a representative with full settlement authority who will participate for at least five (5) hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation. Mediation shall be a condition precedent to the right to arbitrate as stated in subparagraph b below.

**b. Binding Arbitration.** All claims and disputes not resolved in mediation shall be decided by arbitration in accordance with the RCW Ch. 7.04A before a single arbitrator having a minimum of twenty (20) years experience in handling construction claims and disputes as a judge, arbitrator, mediator and/or attorney. In the event the parties cannot agree on an arbitrator, an arbitrator shall be appointed by a court of competent jurisdiction pursuant to RCW Ch. 7.04A. Arbitration shall be commenced by serving a written demand for arbitration on the other party to the Subcontract within a reasonable time after the accrual of the claim and/or dispute on which arbitration is demanded, and in no event shall an arbitration demand be made after the date when the institution of legal or equitable proceedings based on any such claim or dispute would be barred by the applicable statute of limitations and/or statute of repose. The arbitration hearing shall be scheduled as soon as practicable and shall be completed within one hundred and twenty (120) days of the date of the written arbitration demand, unless both Contractor and Subcontractor agree to extend the 120-day deadline. The arbitration shall be conducted in accordance with the State of Washington Superior Court Civil Rules and Evidence Rules

unless Contractor and Subcontractor otherwise agree. The arbitrator shall render a written award within ten (10) days of the completion of the arbitration hearing. The arbitrator shall award the prevailing party its reasonable attorneys' fees and costs and reimbursement of the costs and fees paid by the prevailing party to the arbitrator. The award rendered by the arbitrator shall be final and binding on the parties. Judgment may be entered upon the award in accordance with applicable law in any court of competent jurisdiction.

- c. Consolidation.** Subcontractor agrees to the consolidation of any arbitration conducted pursuant to this Subcontract with any arbitration between Owner and Contractor under the Main Contract involving Subcontractor's performance of the Subcontract or otherwise involving common questions of fact or law. The arbitration provisions of the Main Contract shall govern arbitration proceedings consolidated under this subparagraph.

**Z. ENTIRE AGREEMENT.** This Subcontract represents the entire agreement of the parties with respect to the Project and Subcontract work and supersedes all prior agreements, negotiations, and/or representation, either written or oral. Prior agreements, negotiations or representations by Contractor or Subcontractor not contained in this Subcontract are not part of the Subcontract and are not enforceable or otherwise binding on the parties.

**AA. MODIFICATIONS.** No modification to any term or provision of this Subcontract shall be enforceable and binding on the parties unless it is made in writing and executed by Contractor and Subcontractor.

**BB. NON-WAIVER.** No waiver of any rights under this Subcontract shall be valid or binding unless the same is in writing. The failure of Contractor to insist upon strict performance of any term or condition of the Subcontract, or to exercise any option therein conferred on one or more instances, shall not be construed to be a waiver of such performance or option, or of any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect.

**CC. NOTICE.** Any written notice required to be given to a party to this Subcontract shall be emailed to the email address of that party indicated on page 1 of this Subcontract and also mailed or hand-delivered to the address of that party indicated on page 1 of this Subcontract.

**DD. GOVERNING LAW/VENUE.** This Subcontract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. The venue of any mediation, arbitration, or lawsuit arising out of the Subcontract or the work thereunder shall be in Snohomish County, Washington, unless the parties agree otherwise in writing.

EXHIBIT B

INDEMNIFICATION ADDENDUM TO SUBCONTRACT

Subcontractor shall defend, indemnify, and hold harmless Wilcox Construction, Inc., its officers, directors, shareholders, employees and agents (collectively "Contractor"), from and against any and all causes of action, claims, demands, obligations, losses, penalties, fines or liabilities (collectively "Claims") arising from or in any way connected with the Subcontract work or Subcontractor's obligations under this Subcontract, or any act or omission of Subcontractor, its employees, agents, and lower tier subcontractors to the fullest extent permitted by law and subject to the limitations stated below.

Subcontractor's duty to indemnify Contractor shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or its employees and agents.

If under the laws applicable to this Subcontract, indemnification of concurrent negligence is valid only to the extent of Subcontractor's negligence, then Subcontractor's duty to indemnify Contractor shall apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor or Contractor's employees or agents and (b) Subcontractor or Subcontractor's employees, agents or sub-subcontractors and suppliers of any tier, but only to the extent of the negligence of Subcontractor or Subcontractor's employees, agents or sub-subcontractors and suppliers of any tier.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, or any immunity that may be granted it under the workers' compensation laws of any other jurisdiction where the Subcontract work is performed, provided Subcontractor's waiver of immunity by the provisions of this addendum extends only to claims against Subcontractor by Contractor, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor. Further, the indemnification obligations under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts.

Subcontractor's defense and indemnity obligations under this Subcontract shall extend to all costs and expenses incurred by Contractor in the defense of any Claims, including in-house expenses for personnel and materials, actual attorneys' fees, expert witness fees and other litigation and/or arbitration expenses. Further, Subcontractor's defense and indemnity obligations extend to Claims occurring after the Subcontract work is completed and after the Subcontract 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.

THE UNDERSIGNED HEREBY CERTIFY THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

WILCOX CONSTRUCTION, INC. 

By: \_\_\_\_\_

Title: Project Manager

Date: 11/17/2022

NATIONAL TALENT 

By: \_\_\_\_\_

Title: Resident

Date: 11-14-22

## EXHIBIT C

### INSURANCE ADDENDUM TO SUBCONTRACT

Subcontractor shall maintain the following insurance coverages in the following minimum amounts, subject to the requirements of the Main Contract for insurance coverages of different types or greater minimum amounts, and to Contractor's right to change the types and increase the minimum amounts of insurance when Contractor determines any such change is reasonable necessary under the circumstances.

#### 1. Liability Insurance

**1.1 General.** Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations and completed operations under this Subcontract whether such operations be by itself or by any lower tier subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
- c. Claims for damages because of bodily injury or death of any person other than its employees.
- d. Claims for damages insured by usual personal injury liability coverage.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or used of any motor vehicle.
- g. Claims involving contractual liability applicable to Subcontractor's obligations under this Subcontract, including, without limitation, Subcontractor's liability under the Indemnification Addendum (Exhibit B).

#### 1.2 Coverage forms

**a. Commercial General Liability.** Subcontractor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form (CG 00 01 or equivalent) and shall include the following extensions:

- Stop Gap Liability
- Per Project Aggregate Endorsement (CG 2503 or equivalent)
- Waiver of Subrogation in favor of Contractor and Owner (CG 2404 or equivalent)

Contractor, Owner and all other parties required by the Main Contract shall be named as additional insureds using ISO form CG 20 10 11/85 or a combination of CG 2010 10/01 and CG 2037 10/01 or equivalent. Additional Insured status shall apply to products and completed operations and shall not be limited to ongoing operations. Subcontractor's general liability and umbrella liability policies shall apply on a primary and non-contributory basis. Any coverage maintained by Owner and Contractor shall be excess of coverage provided by Subcontractor. Subcontractor shall maintain insurance as required herein for the period of time Subcontractor may be held liable for its work under the laws of the State in which the work was performed.

**b. Business Auto Liability.** Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form. Auto liability insurance shall apply to owned, leased, non-owned and hired autos. Contractor, Owner and all other parties required by the Main Contract shall be named as additional insureds and the policy shall be endorsed to provide a waiver of subrogation in favor of the additional insureds.

- c. **Umbrella or Excess Liability.** Subcontractor shall maintain umbrella or excess liability insurance, on an occurrence basis form. The policy shall include coverage over the general liability, auto liability and employers' liability policies. The policy shall name Contractor, Owner and all other parties required by the Main Contract as additional insureds.
- d. **Workers' Compensation.** Subcontractors of every tier will secure the liability of industrial injury including occupational disease to their employees (or leased employees as applicable) in strict accordance with the laws of the State or States in which Project work is performed or where jurisdiction is deemed to be applicable.

Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshoreman & Harborworkers, etc) basis as required in the applicable jurisdiction and shall include Employers Liability with limits of not less than \$1,000,000 per accident. Subcontractor shall be responsible for confirming compliance of all lower-tier subcontractors with this provision.

In the State of Washington, Subcontractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any Subcontractor or lower tier subcontractor or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering its employees. Subcontractor shall be responsible for confirming compliance of all lower tier subcontractors with this provision.

- e. **Professional Liability.** If Subcontractor's work includes providing architectural, engineering, surveying or other professional services, Subcontractor shall provide Professional Liability Errors and Omissions insurance with the limits required by the Main Contract but in no event less than \$1,000,000 per claim and \$1,000,000 annual aggregate. If such insurance is written on a claims-made basis, the retroactive date shall be prior to the start of Subcontractor's work. Subcontractor agrees to maintain such coverage for six years after final acceptance of the Project by Owner or such longer period as the contract documents may require. Renewal polices during this period shall maintain the same retroactive date.
- f. **Contractors Pollution Liability.** If Subcontractor's work includes asbestos or lead abatement or remediation of any hazardous materials, Subcontractor shall provide Contractors Pollution Liability Insurance with the limits required by the Main Contract but in no event less than \$1,000,000 per pollution event and \$1,000,000 aggregate. Contractor and Owner shall be named as additional insured and Subcontractor shall maintain such insurance for at least 6 years after final acceptance of the Project by Owner or such longer period as the contract documents may require.

**1.3 Minimum Limits.** Subcontractor's Liability Insurance, as required by paragraphs 1.1 and 1.2 above shall be written for not less than the following limits of liability:

Workers' Compensation

Statutory Bodily Injury by Accident or Disease

Employer's Liability

\$1,000,000 Bodily Injury by Accident- Each Accident  
 \$1,000,000 Bodily Injury by Disease- Policy Limit  
 \$1,000,000 Bodily Injury by Disease- Each Employee

General Liability- Bodily Injury, Personal Injury, and Property Damage

\$2,000,000 General Aggregate  
 \$2,000,000 Products and Completed Operation Aggregate  
 \$1,000,000 Personal Injury  
 \$1,000,000 Each Occurrence

Stop Gap Liability

\$1,000,000 Each Accident  
 \$1,000,000 Disease- Policy Limit  
 \$1,000,000 Disease- Each Employee

Automobile Liability

\$1,000,000 Bodily Injury and Property Damage - Per Accident

Excess or Umbrella Liability

\$1,000,000 Per Occurrence and Aggregate

- 1.4** Certificates of insurance with additional insured endorsements and waiver of subrogation endorsements evidencing the above coverages shall be filed with Contractor within (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall show that Contractor, Owner and all parties required by the Main Contract have been named as primary additional insureds on the general liability, auto liability and excess liability policies and clearly show that such policies provide primary coverage with respect to Contractor and Owner. In addition, such certificates shall provide Contractor with 45 days notice in case of cancellation or non-renewal.

All Insurance Companies shall have a Best's Rating of A-VII or better.

Contractor does not represent that coverage and limits required in this Subcontract will necessarily be adequate to protect Subcontractor and such coverage and limits shall not be deemed as a limitation on Subcontractors liability under the Subcontract, including Subcontractor's liability under the indemnities granted to Contractor in this Subcontract.

**2. Property Insurance**

- 2.1** Subcontractor shall provide insurance against any losses that may occur to Subcontractors' tools and equipment, whether owned or leased, brought onto the Project premises. Subcontractor shall waive all rights of subrogation against Contractor and Owner for losses covered by such insurance policy. The waiver shall also apply to any deductible assumed by Subcontractor.
- 2.2** Certificates of Insurance evidencing the above coverage shall be filed with Contractor with (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall indicate that a waiver of subrogation provision in favor of Contractor and Owner is included in Subcontractor's equipment insurance policy.

**3. Contractor's Remedies for Failure to Provide Insurance**

- 3.1** In the event Subcontractor fails to maintain any and all insurance required by this Subcontract during the time periods required under this Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase such insurance in the name of Subcontractor and deduct the cost of same from payments due Subcontractor.



## Shake Shack Alderwood ENUMERATION OF DRAWINGS

ISSUED FOR BID: 05/19/2022 (REVISION B)

Exhibit D

Drawing Number	Title	Date	Drawing Number	Title	Date
T001	TITLE SHEET	5/19/2022	FA001	FIRE ALARM DETAILS	5/19/2022
T002	VENDOR LIST, SUBMITTAL, & RESPONSIBLY MATRIX	5/19/2022	FA101	FIRE ALARM PLAN	5/19/2022
T003	ACCESSIBILITY REFERENCES	5/19/2022	FA501	FIRE ALARM SPECIFICATIONS	5/19/2022
T004	ACCESSIBILITY REFERENCES	5/19/2022	FS001	FIRE SPRINKLER DETAILS	5/19/2022
T005	ACCESSIBILITY REFERENCES	5/19/2022	FS101	FIRE SPRINKLER PLAN	5/19/2022
T006	BUILDING ENVELOPE COMCHECK	5/19/2022	FS501	FIRE SPRINKLER SPECIFICATIONS	5/19/2022
C0.0	CIVIL TITLE SHEET	5/20/2022	K001	KITCHEN GENERAL NOTES, LEGENDS, SHT INDEX	5/19/2022
C1.0	GENERAL NOTES, LEGEND, AND ABBREVIATIONS	5/20/2022	K101	KITCHEN EQUIPMENT PLAN	5/19/2022
C1.1	GENERAL NOTES, LEGEND, AND ABBREVIATIONS	5/20/2022	K102	KITCHEN EQUIPMENT SPECIAL CONDITIONS PLAN	5/19/2022
C1.2	GENERAL NOTES, LEGEND, AND ABBREVIATIONS	5/20/2022	K201	KITCHEN EQUIPMENT ELEVATIONS	5/19/2022
C2.0	OVERALL SITE PLAN	5/20/2022	K601	KITCHEN EQUIPMENT SCHEDULE	5/19/2022
C3.0	SITE PLAN	5/20/2022	K602	KITCHEN EQUIPMENT SCHEDULE	5/19/2022
C4.0	GRADING PLAN	5/20/2022	K603	KITCHEN EQP ELEC & PLBG SCHEDULES	5/19/2022
C4.1	EROSION CONTROL PLAN	5/20/2022	KE101	KITCHEN EQP ELECTRICAL ROUGH IN PLAN	5/19/2022
C4.2	EROSION CONTROL DETAILS	5/20/2022	KP101	KITCHEN EQP PLUMBING ROUGH IN PLAN	5/19/2022
C5.0	UTILITY PLAN	5/20/2022			
C6.0	CONSTRUCTION DETAILS	5/20/2022	M001	MECHANICAL GENERAL INFORMATION	5/19/2022
			M101	MECHANICAL FLOOR PLAN	5/19/2022
L-1	LANDSCAPE PLAN	5/20/2022	M150	MECHANICAL ROOF PLAN	5/19/2022
L-2	LANDSCAPE NOTES AND DETAILS	5/20/2022	M501	MECHANICAL DETAILS	5/19/2022
L-3	IRRIGATION PLAN	5/20/2022	M502	MECHANICAL DETAILS	5/19/2022
L-4	IRRIGATION DETAILS	5/20/2022	M590	MECHANICAL SPECIFICATIONS	5/19/2022
			M591	MECHANICAL SPECIFICATIONS	5/19/2022
SP101	REFERENCE SITE PLAN	5/19/2022	M592	MECHANICAL SPECIFICATIONS	5/19/2022
SP102	SITE DETAILS	5/19/2022	M601	MECHANICAL SCHEDULES	5/19/2022
SP103	SITE DETAILS - DRIVE-THRU FOOTINGS	5/19/2022	M630	MECHANICAL ENERGY CODE COMPLIANCE	5/19/2022
			M631	MECHANICAL ENERGY CODE COMPLIANCE	5/19/2022
A001	ARCHITECTURAL ABBR. SYMBOLS & GENERAL NOTES	5/19/2022	M632	MECHANICAL ENERGY CODE COMPLIANCE	5/02/2022
A002	CODE ANALYSIS, OCCUPANCY, & EGRESS PLAN	5/19/2022	M633	MECHANICAL ENERGY CODE COMPLIANCE	5/02/2022
A100	CURB & FOUNDATION PLAN	5/19/2022	KM701	CAPTIVE AIRE DRAWINGS	5/19/2022
A101	GENERAL ARRANGEMENT	5/19/2022	KM702	CAPTIVE AIRE DRAWINGS	5/19/2022
A102	DIMENSIONED FLOOR PLAN	5/19/2022	KM703	CAPTIVE AIRE DRAWINGS	5/19/2022
A103	WALL & FLOOR FINISH PLAN	5/19/2022	KM704	CAPTIVE AIRE DRAWINGS	5/19/2022
A104	FURNITURE PLAN	5/19/2022	KM705	CAPTIVE AIRE DRAWINGS	5/19/2022
A105	TACTILE SIGNAGE PLAN	5/19/2022	KM706	CAPTIVE AIRE DRAWINGS	5/19/2022
A106	REFLECTED CEILING PLAN	5/19/2022	KM707	CAPTIVE AIRE DRAWINGS	5/19/2022
A151	ROOF PLAN	5/19/2022	KM708	CAPTIVE AIRE DRAWINGS	5/19/2022
A201	EXTERIOR ELEVATIONS	5/19/2022			
A211	INTERIOR ELEVATIONS	5/19/2022	P001	PLUMBING GENERAL INFORMATION	5/19/2022
A301	BUILDING SECTIONS	5/19/2022	P101	PLUMBING WASTE & VENT PLAN	5/19/2022
A302	EXTERIOR WALL SECTIONS	5/19/2022	P120	PLUMBING WATER & GAS PLAN	5/19/2022
A401	ENLARGED MANAGER'S OFFICE PLAN	5/19/2022	P150	PLUMBING ROOF PLAN	5/19/2022
A402	ENLARGED RESTROOM PLANS & ELEVATIONS	5/19/2022	P501	PLUMBING DETAILS	5/19/2022
A404	TACTILE SIGNAGE DIAGRAMS	5/19/2022	P502	PLUMBING DETAILS	5/19/2022
A501	EXTERIOR DETAILS	5/19/2022	P590	PLUMBING SPECIFICATIONS	5/19/2022
A511	INTERIOR DETAILS	5/19/2022	P591	PLUMBING SPECIFICATIONS	5/19/2022
A515	DESIGN INTENT DETAILS	5/19/2022	P601	PLUMBING SCHEDULE	5/19/2022
A521	ATAS TRIM DETAILS	5/19/2022	P901	PLUMBING RISER DIAGRAMS	5/19/2022
A531	WALL TYPES	5/19/2022			
A541	EXTERIOR SIGNAGE DETAILS	5/19/2022	E001	ELECTRICAL GENERAL INFORMATION	5/19/2022
A542	INTERIOR SIGNAGE DETAILS	5/19/2022	E010	ELECTRICAL SITE PLAN	5/19/2022
A591	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E101	ELECTRICAL POWER PLAN	5/19/2022
A592	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E102	LOW VOLTAGE SYSTEMS PLAN	5/19/2022
A593	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E120	ELECTRICAL LIGHTING PLAN	5/19/2022
A594	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E121	LIGHTING AIMING PLAN	5/19/2022
A595	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E150	ELECTRICAL ROOF PLAN	5/19/2022
A596	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E501	ELECTRICAL DETAILS	5/19/2022
A597	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E590	ELECTRICAL SPECIFICATIONS	5/19/2022
A598	ARCHITECTURAL SPECIFICATIONS	5/19/2022	E591	ELECTRICAL SPECIFICATIONS	5/19/2022
A601	FINISH SCHEDULE	5/19/2022	E601	ELECTRICAL ONE-LINE DIAGRAM	5/19/2022
A602	FURNITURE SCHEDULE	5/19/2022	E602	ELECTRICAL SCHEDULES	5/19/2022
A611	DOOR / WINDOW / HARDWARE SCHEDULE	5/19/2022	E620	ELECTRICAL LIGHTING SCHEDULES	5/19/2022
			E630	ELECTRICAL ENERGY CODE COMPLIANCE	5/19/2022
S101	GENERAL STRUCTURAL NOTES	2/16/2022			
S102	TYPICAL DETAILS	2/16/2022			
S103	TYPICAL DETAILS	2/16/2022			
S201	FOUNDATION PLAN	5/02/2022			
S202	ROOF FRAMING PLAN	5/19/2022			
S301	FOUNDATION DETAILS	2/16/2022			
S401	FRAMING DETAILS	2/16/2022			
S402	FRAMING DETAILS	2/16/2022			