

AIA® Document A401® – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the **21st** day of April in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Contractor:
(Name, legal status, address and other information)

Modus Build, LLC
P.O. Box 2098
Chattanooga, TN 37409
Attn: Tommy Thompson

and the Subcontractor:
(Name, legal status, address and other information)

Read Window Products (23-065B-10310)
5900 Weisbrook Lane
Knoxville, Tennessee 37909
Attn: David Storm
Telephone #: (865) 770-5812
Email: dstrom@readwindow.com

The Contractor has made a contract for construction (hereinafter, the Prime Contract)
dated: October 16, 2024

with the Owner:
(Name, legal status, address and other information)

1620 Riverfront LLC
P.O. Box 481
Chattanooga, Tennessee 37401
Attn: Thomas Clark
Telephone #: 423-505-5672
Email: thomas@sagehillinvestors.com

for the following Project:
(Name, location and detailed description)

1620 Riverfront Parkway – Chattanooga Football Club & Sage Hill Investors (Modus
Project #23-065B)
1620 Riverfront Parkway
Chattanooga, Tennessee 37408

The Prime Contract provides for the furnishing of labor, materials, equipment and
services in connection with the construction of the Project. A copy of the Prime Contract,
consisting of the Agreement Between Owner and Contractor (from which compensation
amounts may be deleted) and the other Contract Documents enumerated therein, has been
made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(3B9ADA4B)

River Street
Architecture
123 E 7th Street
Chattanooga, TN 37402
Attn: Justin Dumsday
Telephone #: 423-634-0806

The Contractor and the Subcontractor agree as follows.

(Paragraph Deleted)

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime

Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the 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 Work and of the Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The 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.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, 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) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse,

alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against 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 any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, 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 Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 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 Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings

and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 6.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

Init.

[] Other: (Specify)

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.
(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

Please see Exhibit A

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:
(Check one of the following boxes.)

☒ [X] The date of this Agreement.

☐ [] A date set forth in a notice to proceed issued by the Contractor.

☐ [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

(Check one of the following boxes and complete the necessary information.)

☐ [] Not later than () calendar days from the date of commencement of the Subcontractor's Work.

☒ [X] By the following date:

Floors 3-4-5 January 10, 2026

Substantial Completion April 3, 2026

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.

(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work

NA

Substantial Completion

Init.

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be Two Hundred Seven Thousand Five Hundred Twenty Dollars and Zero Cents (\$207,520.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
NA	

§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract: *(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)*

Item	Price	Conditions for Acceptance
NA		

§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 10.4 Allowances, if any, included in the Subcontract Sum:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
NA	

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability

on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of previous payments made by the Contractor.
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor.
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

NA

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

NA

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

NA % NA

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance	Limits	Other Pertinent Requirements
See Exhibit B and E		

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

NA

§ 12.1.4 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims

caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	NA
Performance Bond	NA

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property

insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

NA

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

NA

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

NA

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

(Name, address, email address and other information)

Tommy Thompson/Modus
P.O. Box 2098
Chattanooga, TN 37409
Phone (423) 503-0707
Email: tthompson@modusbuildllc.com

§ 14.3 The Subcontractor's representative:

(Name, address, email address and other information)

Substantial Completion April 3, 2026
Read Window Products (23-065B-10310)
5900 Weisbrook Lane
Knoxville, Tennessee 37909
Attn: David Storm
Telephone #: (865) 770-5812
Email: dstrom@readwindow.com

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203™–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto,
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

NA

- .4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

EXHIBIT "A" SCOPE OF WORK

EXHIBIT "B" EXAMPLE CERTIFICATE OF INSURANCE

EXHIBIT "C" PAYMENT PROCEDURE CHECKLIST

EXHIBIT "D" LIST OF DRAWINGS

EXHIBIT "E" INSURANCE LANGUAGE

EXHIBIT "F" CERTIFICATE FOR PAYMENT (G702)/SCHEDULE OF VALUES (G703)

EXHIBIT "G" CONDITIONAL AND UNCONDITIONAL LIEN WAIVER

EXHIBIT "H" SAFETY FORM

- .5 Other documents:

Init.

(List other documents, if any, forming part of the Agreement.)

NA

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)

TOMMY THOMPSON MEMBER
(Printed name and title)



SUBCONTRACTOR (Signature)

DAVID STORM PROJECT MANAGER/
(Printed name and title)

Init.

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User Notes:

(3B9ADA4B)

Additions and Deletions Report for AIA® Document A401® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:35:59 ET on 04/22/2025.

PAGE 1

AGREEMENT made as of the 21st day of April in the year 2025

...

Modus Build, LLC
P.O. Box 2098
Chattanooga, TN 37409
Attn: Tommy Thompson

...

Read Window Products (23-065B-10310)
5900 Weisbrook Lane
Knoxville, Tennessee 37909
Attn: David Storm
Telephone #: (865) 770-5812
Email: dstrom@readwindow.com

...

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: October 16, 2024

...

1620 Riverfront LLC
P.O. Box 481
Chattanooga, Tennessee 37401
Attn: Thomas Clark
Telephone #: 423-505-5672
Email: thomas@sagehillinvestors.com

...

1620 Riverfront Parkway – Chattanooga Football Club & Sage Hill Investors (Modus Project #23-065B)
1620 Riverfront Parkway
Chattanooga, Tennessee 37408

PAGE 2

River Street

...

Architecture

...

123 E 7th Street
Chattanooga, TN 37402
Attn: Justin Dumsday
Telephone #: 423-634-0806

PAGE 8

☒ Arbitration pursuant to Section 6.3 of this Agreement

PAGE 11

Please see Exhibit A

...

☒ The date of this Agreement.

...

☐ Not later than ~~()~~ calendar days from the date of commencement of the Subcontractor's Work.

...

☒ By the following date:

...

Floors 3-4-5 January 10, 2026

...

Substantial Completion April 3, 2026

...

NA

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§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be (\$ Two Hundred Seven Thousand Five Hundred Twenty Dollars and Zero Cents (\$207,520.00), subject to additions and deductions as provided in the Subcontract Documents.

...

NA

...

NA

...

N/A

...

NA

PAGE 13

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

...

.1 The aggregate of previous payments made by the ~~Contractor~~Contractor.

...

.2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the ~~Subcontractor~~Subcontractor.

PAGE 14

5%

...

NA

...

NA

PAGE 15

NA

...

NA % NA

...

See Exhibit B and E

...

NA

PAGE 16

Payment Bond

NA

Performance Bond

NA

PAGE 17

NA

...

NA

...

NA

...

Tommy Thompson/Modus

P.O. Box 2098

Chattanooga, TN 37409

Phone (423) 503-0707

Email: tthompson@modusbuildllc.com

...

Substantial Completion April 3, 2026

...

Read Window Products (23-065B-10310)

5900 Weisbrook Lane

Knoxville, Tennessee 37909

Attn: David Storm

Telephone #: (865) 770-5812

Email: dstrom@readwindow.com

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§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with a ~~building information modeling exhibit~~, AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

...

(If other than in accordance with a building information modeling exhibit, AIA Document E203™–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

...

NA

...

§ 14.7 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

- .2** Prime Agreement between the Owner and Contractor, including all exhibits thereto, ~~attached as Exhibit A;~~

...

- .3** AIA Document E203™–2013, Building Information Modeling Exhibit, if completed; and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:

...

(Insert the date of the E203–2013 incorporated into this Agreement.)

...

NA

...

EXHIBIT "A" SCOPE OF WORK

...

EXHIBIT "B" EXAMPLE CERTIFICATE OF INSURANCE

...

EXHIBIT "C" PAYMENT PROCEDURE CHECKLIST

...

EXHIBIT "D" LIST OF DRAWINGS

...

EXHIBIT "E" INSURANCE LANGUAGE

...

EXHIBIT "F" CERTIFICATE FOR PAYMENT (G702)/SCHEDULE OF VALUES (G703)

...

EXHIBIT "G" CONDITIONAL AND UNCONDITIONAL LIEN WAIVER

...

EXHIBIT "H" SAFETY FORM

PAGE 19

NA

...

TOMMY THOMPSON MEMBER

DAVID STORM PROJECT MANAGER/

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Clint Dean, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:35:59 ET on 04/22/2025 under Order No. 4104248093 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A401™ - 2017, Standard Form of Agreement Between Contractor and Subcontractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



EXHIBIT A – SCOPE OF WORK

Read Window Products

1620 Riverfront Parkway – Chattanooga Football Club & Sage Hill Investors

1620 Riverfront Parkway

Chattanooga, Tennessee 37405

23-065-10310

Scope-Specific Items:

THE LIST BELOW IS NOT ALL-INCLUSIVE AND IS PROVIDED AS A LISTING OF ITEMS THAT ARE SPECIFICALLY INCLUDED IN THIS SCOPE OF WORK.

1. Unless specifically excluded herein, this Subcontractor shall perform all **WINDOW SHADES / BLINDS** work including but not limited to that specified in the Contract Documents listed in the attached Exhibit "D" list of drawings & project specification manual.
2. All work included in this subcontract is to be provided "turn-key" by this Subcontractor.
3. For clarity, the following window shades / blinds scope is to include the following but not limited to:
 - a. Subcontractor to provide Modus Build with safety manual, SDS Sheets, and First Aid Manual prior to commencement of work starting:
Specification Sections:
 - b. Subcontractor responsible for installation of their scope of work in accordance with the plans through Revision 6 & specification manual.
 - c. Provide labor and material to install draper flex shade motorized shades with recessed headboxes on floor 6. Shades to have wall switch or remote controls included (*Color to be selected by owner / architect*)
 - d. Furnish labor and material to install draper flex shade manual shades with recessed headboxes and fascia on floors 2, 3, 4 & 5 where indicated. Standard clutch continuous chain loop controls to be included. (*Color selected by owner / architect*)
 - e. Subcontractor to furnish all controls for motorized shades
 - f. Subcontractor to furnish samples and mock-ups required for approval of materials
 - g. Subcontractor responsible for all field measuring for their scope of work
 - h. Subcontractor responsible for caulking of their scope of work
 - i. Provide labor and material for all work associated with spec sections related to your scope of work
 - j. Provide labor and material for cleanup associated with your scope of work
 - k. Provide adequate equipment and manpower to maintain the Modus Build construction schedule
 - l. Lifts, ladders, and scaffold to be provided by subcontractor and used as per OSHA guidelines
 - m. The subcontractor shall dispose of all materials in a legal fashion.
 - n. The Subcontractor will provide all labor, material, equipment, etc. in order for a complete job.
 - o. Modus will not be responsible for deliveries, nor will they accept deliveries on behalf of this subcontractor. All deliveries will be responsibility of this subcontractor and stored onsite as necessary.

Schedule:

1. This Subcontractor shall furnish Modus Build a two week look ahead schedule of its activities for Modus Build's review, approval, and coordination. The Subcontractor shall then provide all labor, material, and equipment necessary to meet or exceed the project milestones and stated durations. All durations are calendar day durations unless specified otherwise:

Durations:

Field Measuring	3 Days
Fabrication	6-8 Weeks from field measuring
Installation	3 Days Per Floor

****Subcontractor to coordinate with Modus Build construction schedule to have floors 3-4-5 completed by January 10, 2026****





EXHIBIT A – SCOPE OF WORK

Note: Subcontractor to meet and maintain Modus Build Construction Schedule that will be updated and distributed periodically throughout construction. Subcontractor acknowledges that the schedule dates are subject to fluctuate depending on construction flow. Subcontractor is still to meet and maintain durations provided by Modus Build for their scope of work (see above durations & schedule attached in subcontract packet).

Exclusions:

The following are specifically excluded from this Subcontractor's scope of work:

1. N/A

Alternates:

1. N/A

The following unit prices are applicable throughout the duration of the project and include all labor, equipment, materials, tools, insurance, overhead, and profit.

1. N/A

Sub-Subcontractors:

Subcontractor agrees to notify Modus Build prior to using any sub-subcontractors for onsite work. Subcontractor agrees to provide conditional and unconditional lien releases, for all its suppliers and sub-subcontractors with each application for payment. Subcontractor also agrees to cause its suppliers and sub-subcontractors to provide Project Specific insurance as outlined in Exhibits B & E, naming Modus Build as Additional Insured.

General Items:

1. Modus Build AIA subcontract and Exhibit "A" Scope of Work supersedes subcontractors' proposal
2. It is this Subcontractor's responsibility to adhere to all local codes and ordinances.
3. Modus Build will provide a standard building permit and pay associated inspection fees. Any other permits, inspection, or re-inspection fees required for the completion of this Subcontractor's scope of work will be paid by this Subcontractor.
4. This Subcontractor shall perform all necessary mobilizations at no additional cost.
5. This Subcontractor will prepare and provide all shop drawings & submittals as required by the Contract Documents, including copies as necessary for submission to the Project Design team.
6. This Subcontractor, and its workers, operators, suppliers and/or sub-subcontractors, etc, shall conduct themselves with the highest level of professionalism at all times. There shall be no profanity, offensive clothing, obscene gestures, etc.
7. For clarification, this Subcontractor shall perform all layout and engineering work required for the performance of its scope of work. The building corners only will be provided by Modus Build.
8. This Subcontractor will perform all OSHA required safety measures work, including but not limited to the appointment of an on-site designee fully trained to implement and inspect said measures, and authorized to implement them as required as it pertains to its scope of work. This shall include, but is not limited to, installing and subsequently removing temporary measures and trench safety equipment required for the proper commission of this scope of work.
9. This Subcontractor will provide all required OSHA safety hazard information (SDS) that applies to this Subcontractor's scope of work and a copy of the subcontractor's safety plan prior to mobilization on site.
10. This Subcontractor will provide, to its own employees, all OSHA required PPE to complete its scope of work. Jobsite attire will be at a minimum full-length pants, sleeved shirts, work boots, hard hats, safety vests.
11. Subcontractor shall only employ equipment and tools acceptable to OSHA and Modus, and that are in accordance with the contract documents. If any equipment or tools are found to be unacceptable, Subcontractor shall replace immediately.
12. The Subcontractor will provide all OSHA Certifications and Licenses as they apply to its scope of work.





EXHIBIT A – SCOPE OF WORK

13. The Subcontractor will coordinate with Modus Build to use staging and storage areas in the most efficient manner and coordinated deliveries with the Modus Build Superintendent.
14. This Subcontractor has visited the jobsite and is familiar with the existing conditions and is accepting the site "as is".
15. This Subcontractor is responsible for its own off loading, hoisting, lifting and material handling.
16. This Subcontractor agrees to support a safe jobsite culture and participate in weekly safety meetings, OSHA consultations, Modus Build Safety inspections, etc.
17. The Subcontractor shall furnish, install, and subsequently remove all general conditions, temporary facilities, staging components, portable lighting, scaffolding, hoisting, conveyance equipment, traffic control devices/measures, and barricades work, etc. required for the commission of its scope of work.
18. This Subcontractor shall be responsible for protecting its scope of work until its work is rendered complete. Subcontractor shall not be held responsible for damaging actions by others.
19. This Subcontractor shall be responsible for all dust control, construction entrance, temporary roads, street cleaning, and traffic codes regarding this Subcontractor's scope of work.
20. This Subcontractor shall clean its work areas in a timely manner. Labor for Subcontractor's incidental clean-up is included. This Subcontractor shall leave the workplace daily in a clean and presentable condition, ready for subsequent trades and finishes.
21. This Subcontractor is responsible for all sales and use taxes for its materials and equipment.
22. This Subcontractor will provide to Modus Build a copy of its City & County business license.
23. This Subcontractor shall be responsible for disposal fees and taxes regarding its hauled off materials.
24. This Subcontractor shall be responsible for its own punch list work.
25. Modus Build will provide a common dumpster for project trash. Use of the dumpster is contingent on this Subcontractor using these facilities in the most efficient manner. This shall include, but not be limited to this Subcontractor stacking, breaking-down, bundling, and/or collecting its materials in such a way as to minimize dumpster pulls. Failure to do this will result in this Subcontractor losing common dumpster privileges.
26. This Subcontractor shall perform all penetrations, cutting, coring, sleeving, patching and repairing work required for the commission of its scope of work. All cut lines shall be clean, knife or saw cut lines.
27. Any work, whether new or existing, installed or disturbed by this Subcontractor's efforts will be made secure and properly supported at the completion of each workday. This includes, but is not limited to any temporary supports, bracing, and staging materials required.
28. The Subcontractor will provide materials and employee certifications as required in the Contract Documents. Construction material testing and special inspections will be procured and paid for by others, this Subcontractor will coordinate its efforts with that of the Testing Agency and will pay for any non-initial testing required due to a failure. Industry standard testing typically performed by the trades is specifically included within this agreement as it is specified and applies.
29. Subcontractor acknowledges that the documents referenced in the attached Exhibit D do not reflect every detail necessary to provide a complete working system, and that all details, sections, elevations, and layouts are subject to final coordination.
30. Subcontractor acknowledges its work must be compatible with adjacent construction and has included incidental materials, changes of minor nature, and work implied by the documents or required by manufacturer's requirements as necessary.
31. Subcontractor is responsible for verifying and coordinating all field dimensions to ensure the proper fit and alignment of work.
32. This Subcontractor shall provide professional liability insurance coverage for any design, engineering, calculation, or other professional services associated with the scope of this subcontract as specified in the Contract Documents.
33. A pre-construction meeting be held with every Subcontractor prior to the commencement of work. Modus Build Supervision will schedule these pre-construction meetings at least 2 weeks prior to the start of this Subcontractor's work. This Subcontractor agrees to participate in the pre-construction meeting and will ensure that the Subcontractor's PM, onsite competent person and applicable manufacturer representatives will attend.
34. This Subcontractor shall coordinate with Modus Build regarding documentation of all delays due to weather using the description below:
 - The construction time shall include delays due to normal precipitation and temperature during the months that the Work is in progress. The Subcontractor shall anticipate delays and coordinate the scheduling of Work with the normal weather conditions expected, for each month, as recorded by the National Oceanic and Atmospheric Administration (NOAA) from the date compiled at their weather station in the nearest city to the project.
 - Delays due to rainfall shall be based upon daily accumulation measuring 0.10 inches or more.





EXHIBIT A – SCOPE OF WORK

-
- Delays due to snowfall shall be based upon daily accumulation measuring 0.25 inches or more.
 - Delays due to ice or severe weather shall be based upon actual stoppage.
 - This Subcontractor agrees to utilize Saturdays as a make up day for lost weather days Monday thru Friday.
35. This Subcontractor agrees to expeditiously provide all closeout documents as required by the contract documents. This Subcontractor shall all provide all required close-out documentation to the contractor before it is paid for 100% of the work. If the contractor is not in receipt of all closeout documents; this Subcontractor may only receive payments up to 95% of the contract, less retainage.
36. Due to the volatility of various construction materials and supplies, we understand the need to get materials ordered as soon as possible. This subcontract covers any releases for materials for immediate procurement and stored either on site (If the site has room for such materials), or at your local facility/warehouse and/or supplier's warehouse. This covers items which would normally be ordered after approved shop drawings and/or any consumables (re: wiring, piping, lumber, steel, etc.) that do not require the approval process prior to being ordered. Modus will submit stored material pay applications as received on a monthly basis. Included with any pay applications for stored materials, Subcontractor will need to provide invoices from suppliers, insurance certificates, pictures of the material, etc. as necessary to obtain payment from the Owner for the stored material. This subcontract and/or purchase order is not subject to any material cost escalations in pricing due to the subcontractor failing to timely order/procure materials and submit for a pay application for those materials to be stored.
37. **Project hours will be, Monday thru Friday, from 7:00 A.M. to 3:30 P.M. Any work outside of those hours will have to be scheduled with the project superintendent (PAUL WELL 423-802-1162)**





NOTICE: PLEASE ISSUE THE SUBCONTRACTOR'S CERTIFICATE EXACTLY AS SHOWN ON APPLICABLE COVERAGES.

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/01/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENCY NAME GOES HERE	CONTACT NAME: AGENT'S NAME HERE	
	PHONE (A/C, No. Ext): 555-555-5555 FAX (A/C, No): 555-555-5555	
INSURED Subcontractor's Name Goes Here 123 Main Street Anytown, ST 12345	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: INSURANCE COMPANY NAME HERE	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CGL 123456789	01/01/XX	01/01/XX	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS	X	Y		01/01/XX	01/01/XX	\$
	<input type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OCCUR			CGL 123456789	01/01/XX	01/01/XX	\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 123456789	01/01/XX	01/01/XX	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Workers Compensation policy covers the State of Tennessee and appears under "3.A." of the Information Page of the policy. The Certificate Holder is named as an Additional Insured on the General Liability policy, including Completed Operations on a Primary and Noncontributory Basis. The Additional Insured endorsement is, or is equivalent to, coverage under CG2037 Completed Operations & CG2010 Ongoing Operations (NOTE TO AGENCY: Please include the edition date if applicable). The forms extending the Additional Insured status are included with this document. A Waiver of Subrogation has been endorsed to both the Workers Compensation and General Liability policies. Each policies have been endorsed to notify the Certificate Holder in the event of mid-term cancellation.

CERTIFICATE HOLDER**CANCELLATION**

Modus Build, LLC P.O. Box 2098 CHATTANOOGA, TN 37409-0098	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Agent's Signature</i>



EXHIBIT C - MODUS PAYMENT PROCEDURE CHECKLIST (MPP)

MPP is a guide and checklist of essential documents that are mandatory to be filed with MODUS BUILD, LLC., for payment activation.

PLEASE E-MAIL ALL REFERENCED DOCUMENTS TO: accounting@modusbuildllc.com

1: DOCUMENTS ON FILE PRIOR TO MOBILIZATION:

- A. A signed copy of this **MPP**, acknowledging receipt of this document.
- B. **CERTIFICATE OF INSURANCE** - COI, with contents/limits/remarks completed, format - (Exhibit B)
(A minimum of 30 DAYS written notice is mandatory prior to insurance policy cancellation)
- C. Letter of intent or signed contract/agreement by Modus Build, LLC.
- D. List of any **HAZARDOUS MATERIALS & SAFETY DATA SHEETS (SDS)**.
- E. Any OSHA required **TRAINING CERTIFICATES**.
- F. Subcontractor's **SAFETY PROGRAM MANUAL**. (Exhibit H)

2: DOCUMENTS ON FILE TO PROCESS PAYMENT:

- A. W-9 (Request for Taxpayer Identification Number and Certification).
- B. Business license and/or State Contractor's License (applicable to project jurisdiction).
- C. Preliminary **SCHEDULE OF VALUES**, for approval, AIA format. (Included in Pay App Exhibit F)
(Convey your Schedule of Values 10-Days prior to submitting Payment Application One). D.
If letter of intent was issued - Signed contract/agreement by Modus Build, LLC.

3: DOCUMENTS USED TO SUBMIT ALL PAYMENT APPLICATION(S):

- A. **APPLICATION AND CERTIFICATE FOR PAYMENT**, AIA format — (Exhibit F).
- B. **SCHEDULE OF VALUES**, AIA format — (Included in Pay App Exhibit F).
- C. **AFFIDAVIT, AGREEMENT, RELEASE and WAIVER of LIEN** — (Exhibit G) no exception.
- D. If applicable, fill out **LIST OF SUPPLIERS & SUB-SUBCONTRACTORS** (Exhibit G); along with **PARTIAL UNCONDITIONAL WAIVER** (Exhibit G).

4: NOTES:

- A. Payment applications will be submitted into our office by the **20th** of each month.
- B. All correspondences will be labeled with the Modus Job Number.
- C. Retainage amounts will be held/released, "Subcontract Specific".
- D. Any adjustment to the Payment Application will be submitted to Subcontractor's office with instructions to adjust and/or re-submit accordingly.
- E. Change Order(s) are not binding and will not be posted to the Payment Application until the Change Order is approved/signed by Modus Build, LLC.
- F. COI to convey current/updated coverage/content/remarks and minimum limits per (Exhibit B)

SUBCONTRACTOR hereby acknowledges and consents to the above cited MPP conditions.

FIRM NAME: _____ REPRESENTATIVE: _____ TITLE: _____

Print

REPRESENTATIVE: _____ DATE: _____

1620 Riverfront Parkway-CFC

1620 Riverfront Parkway-CFC				10/3/2024						
SHEET NUMBER	SHEET NAME	INITIAL DATE	LAST	REVISION #						LATEST REVISION
				1	2	3	4	5	6	7
General Information Sheets										
T0.00	Cover Sheet	8/22/2024		1	2	3	4	5	6	7
T1.00	General Notes	8/22/2024					x			9/12/2024
T1.01	Assembly Types	8/22/2024								
LSI.01	First Floor Life Safety Plan	8/22/2024								
LSI.02	Second Floor Life Safety Plan	8/22/2024								
LSI.03	Third-Fifth Floor Life Safety Plan	8/22/2024								
LSI.04	Sixth Floor Life Safety Plan	8/22/2024								
LSI.05	UL Details	8/22/2024								
LSI.06	UL Details	8/22/2024								
ADA1.0	Accessible Route and Site Details	8/22/2024								
ADA2.0	General Accessibility Details	8/22/2024								
ADA3.0	Accessible Plumbing Details	8/22/2024								
ADA4.0	Misc. Accessibility Details	8/22/2024								
Architectural										
A1.01	First Floor Overall Plan	8/22/2024		1	2	3	4	5	6	7
A1.02	Second Floor Overall Plan	8/22/2024			x					09/04/24
A1.03	Third Floor Overall Plan	8/22/2024				x				09/12/24
A1.04	Fourth Floor Overall Plan	8/22/2024					x			09/12/24
A1.05	Fifth Floor Overall Plan	8/22/2024						x		09/12/24
A1.06	Sixth Floor Overall Plan	8/22/2024							x	09/12/24
A1.07	Roof Plan	8/22/2024								
A1.08	Column Fireproofing Diagrams First Floor	8/22/2024								
A1.09	Column Fireproofing Diagrams Second Floor	8/22/2024								
A1.10	Column Fireproofing Diagrams Third-Fifth Floor	8/22/2024								
A1.11	Column Fireproofing Diagrams Sixth Floor	8/22/2024								
A2.01	Porte Cochere & Misc Exterior Reflected Ceiling Plans	8/22/2024			x					09/04/24
A3.01	Exterior Elevations	8/22/2024				x				09/12/24
A3.02	Exterior Elevations	8/22/2024					x			09/12/24
A4.01	Building Sections	8/22/2024								
A4.02	Building Sections	8/22/2024								
A4.10	Wall Sections	8/22/2024								
A4.11	Wall Sections	8/22/2024								
A4.21	Typical Details	8/22/2024					x			09/04/24
A4.22	Typical Details	8/22/2024						x		09/04/24
A4.23	Typical Details	8/22/2024								
A4.24	Typical Details	8/22/2024							x	09/12/24
A4.25	Decorative Steel Details	8/22/2024								
A4.26	Decorative Steel Details	8/22/2024								
A5.01	Enlarged Plans & Sections Stair 01	8/22/2024								

[illegible]

EXHIBIT "E" SUBCONTRACT INSURANCE LANGUAGE

This document is a binding contract, which will serve as a blanket agreement for and between Modus Build, LLC herein known as General Contractor, and the undersigned referred to hereafter as Subcontractor. By signing, the Subcontractor and the General Contractor agree that there is sufficient consideration between the two parties and that consideration shall be the exchange of money for services. This agreement shall remain in force from the date hereof and from year to year unless a change is agreed to in writing by both General Contractor and Subcontractor.

The parties agree that the General Contractor and Subcontractor that the Subcontractor is being hired solely as an Independent Contractor and that neither the Subcontractor, nor the Subcontractor's employees shall be deemed to be employees of the General Contractor.

The Subcontractor agrees to protect, defend, indemnify and hold the General Contractor harmless for any claims, demands, liabilities, losses, expenses, suits and actions including attorney's fees for property damage or injury or death to any person resulting from work which may arise out of the work performed by the Subcontractor or his officers, agents or employees. The Subcontractor assumes no liabilities for the General Contractor's sole negligence.

The Subcontractor shall purchase and maintain Commercial General Liability Insurance and Workers Compensation insurance where:

- A) The Subcontractor's General Liability Insurance limits must be at least \$1,000,000 for Each Occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$2,000,000 Products/Completed Operations, and \$2,000,000 Annual General Aggregate where the General Aggregate limit shall apply separately to each project.
- B) The General Contractor shall be named as an Additional Insured on the Subcontractor's General Liability policy for the "ongoing operations" phase of any project that the Subcontractor is working for the General Contractor. The Additional Insured form titled "ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION" form CG2010 edition date 04-13 or similar and newer approved by the state's department of insurance may be used, or the Subcontractor's insurance carrier's equivalent form. The Certificate of Insurance shall also include a copy of the Additional Insured Endorsements that are part of the Subcontractor's Commercial General Liability Policy. The Additional Insured insurance coverage shall be Primary Insurance and noncontributory for work completed by the Subcontractor on behalf of the General Contractor before any other insurance, self-insurance, including any deductible that is maintained by the General Contractor.
- C) The General Contractor shall be named as an Additional Insured on the Subcontractor's General Liability policy for work that has been "completed" and no longer an ongoing operation by the Subcontractor on behalf of the General Contractor. The Additional Insured form titled "ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS" form CG2037, edition date 04-13 or similar and newer approved by the state's department of insurance may be used, or the Subcontractor's insurance carrier's equivalent form. The Certificate of Insurance shall also include a copy of the Additional Insured Endorsements that are part of the Subcontractor's Commercial General Liability Policy. The Additional Insured insurance coverage shall be Primary Insurance and Noncontributory for work completed by the Subcontractor on behalf of the General Contractor before any other insurance, self-insurance, including any deductible that is maintained by the General Contractor.
- D) The Subcontractor's Workers' Compensation policy shall cover the Statutory Benefits of the state in which the work is performed. The ACORD® Certificate of Insurance shall list that the State of Tennessee (or other applicable state) is covered under "3.A." of the policy.
- E) The Subcontractor Waives Subrogation for Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, and Workers' Compensation and/or Employer's Liability Insurance maintained per requirements stated above.

The Subcontractor agrees that he/she has secured these coverages as stated above and shall maintain the General Liability coverage during the Statute of Repose and/or Limitations. The Subcontractor agrees to inform General Contractor immediately in the event of any changes in coverage, including without limitation, cancellation, non-renewal or limitations on coverage. To reduce the impact to the General Contractor and to always be assured that coverage is in force, the General Contractor shall be named as a "Cancellation Notice Recipient" on each coverage that is represented in effect by the Certificate of Insurance.

(Name of Subcontractor and/or Corporate Name)

Address: _____

By: _____

Title: _____

Date: _____

Modus Build, LLC

Address: 3808 Cummings Hwy, Suite 120,
Chattanooga, TN 37419

By: _____

Title: _____

Date: _____

EXHIBIT G - CONDITIONAL WAIVER & RELEASE OF LIEN UPON PROGRESS PAYMENT

Prepared for and to be returned to:

Modus Build, LLC
P.O. Box 2098
Chattanooga, Tennessee 37409

STATE OF Tennessee
COUNTY OF Hamilton

Upon receipt by the undersigned of a check from **MODUS BUILD, LLC** ("the Contractor") in the amount of \$_____, payable to _____ (the "Subcontractor/Supplier Company"), and when the check has been properly endorsed and paid by the bank upon which it is drawn, this document shall become effective to release and waive any and all claims of any nature whatsoever, including all lien, stop notice and bond rights the undersigned has for labor, services, or materials furnished or billed through _____ (insert date), to **MODUS BUILD, LLC** on the **1620 Riverfront Parkway-CFC** ("the Project") project located at **1620 Riverfront Parkway, Chattanooga, TN** on behalf of **1620 Riverfront LLC** ("the Owner"). Acceptance of this form and payment by the Contractor shall not be deemed to release the Subcontractor/Supplier Company from any of its contractual obligations to the Contractor or Owner.

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified. The signer warrants that the signer has already paid or will use the funds received from the progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, vendors and suppliers for all work, materials, equipment, or services provided for or to the above referenced Project.

DATE: _____ Signature of Lienor: _____

Printed Name of Lienor: _____ Title: _____

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (NAME OF PERSON) the _____ (JOB TITLE) for _____ (Subcontractor/Supplier Company), who acknowledged that he/she was authorized to execute the document and who executed it for the reasons set forth herein.

Notary Public

My commission Expires: _____
(Print, Type, or Stamp Commissioned Name of Notary Public)

UNCONDITIONAL WAIVER & RELEASE OF LIEN UPON PROGRESS PAYMENT

Prepared for and to be returned to:

Modus Build, LLC
P.O. BOX 2098
Chattanooga, Tennessee 37409

STATE OF Tennessee
COUNTY OF Hamilton

The signer of this document has been paid and received progress payment(s) in the amount of \$_____ for all labor, services, equipment or materials furnished and/or invoiced through _____ (insert date), to **MODUS BUILD, LLC** (the "Contractor") on the **1620 Riverfront Parkway-CFC** (the "Project") project located at **1620 Riverfront Parkway, Chattanooga, TN** on behalf of **1620 Riverfront LLC** ("the Owner"), and in consideration thereof, hereby waives and releases any and all claims of any nature whatsoever, including all mechanic's lien, stop notice and bond rights the signer has on the above referenced project.

This waiver and release covers only progress payments received to date and does not cover any retention or labor, services or materials furnished after the date specified. The signer warrants that the signer has already paid or will use the funds received from the progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, vendors and suppliers for all work, materials, equipment, or services provided for or to the above referenced Project

DATED on _____, 20____. Signature of Lienor: _____

Printed Name of Lienor: _____ Title: _____

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (NAME OF PERSON) the _____ (JOB TITLE) for _____ (Subcontractor/Supplier Company), who acknowledged that he/she was authorized to execute the document and who executed it for the reasons set forth herein.

Notary Public

My commission Expires: _____
(Signature & Stamp Commissioned Name of Notary Public)

EXHIBIT H - SUBCONTRACTOR SAFETY REQUIREMENTS

The following requirements apply to all subcontractors. Please fill out the information listed below and return with your executed subcontract agreement. You will **not** be able to mobilize until this information is filled out and returned to Modus Build, LLC.

JOB SITE SAFETY REQUIREMENTS:

1. **Designated On-Site "Competent Person":** This will be the point of contact on the job for all safety related issues. This will be the subcontractor who will responsible for receiving and completing any corrective actions. The On-Site competent person will be responsible for all daily inspections, safety meetings, and other required safety documentation. This person will be accountable for conducting your company's safety program while on-site. The Competent Person shall be on-site during all activities that require their supervision such as, but not limited to, Demolition, Trenching & Excavation, Scaffolding (Erection/Dismantle & Use), Fall Protection, and Steel Erection.
2. **Designated On-Site First-Aid Contact:** Each subcontractor must have at least one person who is current with First Aid training that is equivalent with the training prescribed by the American Red Cross or American Heart Association. This person is responsible for providing First-Aid to the rest of your employees. Subcontractors are required to provide as many responders as necessary to cover multiple crews or locations while on-site.
3. **Training Certifications:** All employees operating machinery and/or equipment that require specific training per OSHA regulations shall be provided this training and it shall be documented. The training shall include required daily inspections along with a method of documenting those inspections. The items below are just a few areas that require specific training per OSHA regulations. Please check all applicable items that apply to your work on this project. Please have individual employee training and equipment inspection documentation available upon request by OSHA or other regulatory agencies.
☐ Forklift ☐ Crane ☐ Aerial Lifts ☐ Respirators ☐ Powder Actuated Tools
4. **General Safety Rules:** Each subcontractor is responsible for reading and abiding by the policies outlined in Modus Build, LLC Safety Manual that are associated with their scope of work. A copy of Modus' Safety Manual can be reviewed at the project site or is available electronically upon request.

Name of Onsite Competent Person: David Storm

Competent Contact Phone #: 423-240-2197

Name of Company Designated Safety Manager: David Storm

Contact Phone # for Designated Safety Manager: 423-240-2197

Signature of Company Officer: _____ Date: _____

Subcontractor Name: _____

Project Name: _____