



## SHELBY COMPANY LLC, GENERAL CONTRACTORS SUBCONTRACT AGREEMENT

**PROJECT:** Katie Lamb Public Library Renovation

**SUBCONTRACTOR:** Read Window Products LLC

**WORK:** Window Blinds

**OWNER:** City of Collegedale, Tennessee

**ARCHITECT-ENGINEER:** HK Architects

**SUBCONTRACT DATE:**

**PRICE:** \$10,770.00

**RETAINAGE RATE:** 5%

**PAYMENT AND PERFORMANCE BONDS:** **REQUIRED:** \_\_\_\_\_ **NOT REQUIRED:**   X  

The above terms are incorporated by reference and are more fully explained below.

This Contract includes the following attached Schedules:

- A: Subcontract Terms and Conditions
- B: Scope of Work (Inclusions and Exclusions)
- C: Schedule of Values
- D: Drawing Log

IN WITNESS WHEREOF, the parties have duly executed this Subcontract as of the date referenced above:

**SHELBY COMPANY LLC**

**READ WINDOW PRODUCTS LLC**

DocuSigned by:

*Matt Shelby*

951D2672EB324BC...

6/3/2025

Matt Shelby, Owner/Manager

1917 E 16th St Chattanooga, Tennessee 37408

DocuSigned by:

*Ember Murphy*

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6/3/2025

Ember Murphy

Controller

## Schedule A

In and for the consideration of the mutual promises contained herein, the Contractor and Subcontractor agree as follows:

1. **WORK.** Subcontractor shall perform and furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to prosecute and complete the work identified and described in Schedule A attached hereto (the "Work"), the same being a portion of the Work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor in a good and workmanlike manner strictly in accordance with the Contract Documents identified in Schedule B attached hereto, and all subsequently and duly-issued modifications thereto. The Contract Documents and this Subcontract shall be interpreted together and in harmony with one another. However, in case of conflict between the Contract Documents and this Subcontract, this Subcontract shall govern the relationship between Contractor and Subcontractor.

The Contract Documents are available for examination by Subcontractor at reasonable times at the office of Contractor. Upon request, Contractor shall furnish Subcontractor one (1) set of Contract Documents on an electronic disk upon request of the Subcontractor. The cost for reproduction of the documents from the disk shall be the responsibility of the Subcontractor. Subcontractor represents and agrees that it has carefully examined and fully understands the Contract Documents relevant to the Work to be performed by Subcontractor; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered in this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or written or oral representations of Contractor. Subcontractor shall timely check all Contract Documents and notify Contractor of any discrepancies or conflicts before performing the Work, and Subcontractor shall be responsible for any and all extra costs resulting from its failure to do so.

With respect to the Work, Subcontractor agrees to be bound to Contractor by the terms and conditions of the Contract Documents and this Subcontract and hereby assumes towards the Contractor all of the duties, obligations and responsibilities as applicable to Subcontractor's work that the Contractor has by the Contract Documents assumed towards the Owner.

2. **PRICE.** Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work and all the duties, obligations and responsibilities of Subcontractor under this Subcontract, the amount as indicated on Page 1 hereof, subject to additions and deductions as herein provided.

To the extent the Work is to be performed on the unit price basis, the Price shall be computed in accordance with the unit prices set forth in a separate schedule, based on actual quantities determined in accordance with the Contract Documents and this Subcontract.

The Price, and all unit prices shown in any associated schedule, shall be deemed to include all costs of Subcontractor's performance of the Work, including, but not limited to, the costs of labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage, insurance and taxes, and allowance for overhead and profit.

3. **PROGRESS PAYMENTS.** Within ten (10) days of award of subcontract, Subcontractor shall submit to Contractor, for its approval, a detailed schedule showing a breakdown (with proper share of associated overhead and profit) of the Price according to the various line items, or parts, of the Work, for use only as a basis of checking Subcontractor's applications for payment or supporting Contractor's applications for payments under the Contract.

On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application showing the value of the Work installed ("Completed Work"), plus the value of the material and equipment for suitable incorporation in the Work (to the satisfaction of Contractor and Architect) stored at the Project site or other approved location ("Stored Work") if, and only if, the Contract Documents provide for payments to Contractor on that basis, as of such date.

Within ten (10) days after receipt of a progress payment from Owner under the Contract, Contractor shall make a progress payment to Subcontractor equal to the value of the Completed Work and Stored Work as of the corresponding Monthly Billing Date, only to the extent approved by Contractor and Architect, and allowed and paid by Owner on account of the Work, and after deducting (a) all previous payments, (b) current retainage (meaning a reserve equal to the Retained Percentage times the allowed value of Completed Work and Stored Work, plus any extraordinary reserve as determined by Contractor and provided for herein) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor.

It is a condition precedent that Contractor receives a progress payment for a given month from the Owner prior to a progress payment for the same month being made to Subcontractor. Provided, however, that if Owner fails to pay one of Contractor's progress payment applications that includes amounts for Subcontractor's Work, for more than sixty (60) days after such payment becomes due under the terms of the Prime Contract, and such failure is based solely on reasons entirely unrelated to Subcontractor or Subcontractor's fault or negligence, then that progress payment will be made within 10 days by Contractor after written demand by Subcontractor, except in the case where the contract is summarily terminated due to no fault of the Contractor or Subcontractor, in which case outstanding payments to Subcontractor will become part of settlement negotiations with the Owner.

a. **FINAL PAYMENT.** A final payment, consisting of the unpaid balance of the Price, shall be made within thirty (30) days after the last of the following conditions precedent to payment occur: (a) completion of the Work by Subcontractor, (b) acceptance thereof by the Architect and Owner, (c) final payment by Owner to Contractor under the Contract on account of

## Schedule A

the Work, (d) furnishing of evidence satisfactory to Contractor that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work, (e) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors and (f) delivery of a general release, in a form satisfactory to Contractor, executed by Subcontractor running to and in favor of Contractor and Owner.

b. **PAYMENT CONDITIONS.** Subcontractor will receive the payments made by Contractor and will hold the right to receive such as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work justifying such payments, and all taxes and insurance applicable thereto; and Subcontractor will so apply the payments from Contractor.

Subcontractor shall, as often as requested by Contractor, furnish such information, evidence and substantiation as Contractor may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

Contractor reserves the right to withhold, as an extraordinary reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Subcontractor (or its subcontractors) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; or, (b) to remedy any other default by Subcontractor hereunder.

No payment hereunder shall be conclusive evidence of the performance or progress of the Work, and no payment shall be construed to be acceptance of defective, faulty or improper work or materials.

Subcontractor agrees that if Contractor has another Subcontract with Subcontractor on another Project, and Subcontractor defaults under that Subcontract, then at Contractor's sole option, such may also be treated as a default under this Subcontract, and Contractor may take any of the actions enumerated in the Default Section of this Agreement, below, including without limitation, termination of this Subcontract. Subcontractor further agrees that if Subcontractor owes or is indebted to Contractor on any other Subcontract, Contractor has the absolute right to set off such amounts from funds or monies owed under this Subcontract.

c. **TIME.** Time is of the essence in the performance of this Subcontract. Subcontractor shall take any and all necessary steps to ensure that its work is performed in accordance with any schedule requirements found in or developed in accordance with any schedule attached hereto or incorporated herein.

Subcontractor shall work with the Contractor and other subcontractors to develop the detailed Project Schedule and shall submit to Contractor, within two (2) weeks of receipt of the Subcontract, scheduling information to assist in preparation of the Project Schedule. This information shall include the time necessary to prepare and approve shop drawings; to procure, fabricate, and deliver materials and equipment; to install the Work; and it shall indicate critical relationships to the work of other trades. Subcontractor shall begin the Work upon Contractor's order to do so. Subcontractor shall coordinate its Work with the Contractor and other subcontractors and perform said Work, and its several parts, diligently and promptly so as to insure the efficient and timely prosecution of the Work, and so as not to delay completion of the entire work and its several parts under the Contract; and furnish at all times sufficient, qualified and competent forces and supervision, and adequate, conforming and usable materials, equipment, plant, tools and other necessary things; and work any overtime required to achieve progress according to the Project Schedule when a delay or variance has occurred which was caused in whole or in part by subcontractor, including any specific activity durations or schedule for Subcontractor's work that may be attached hereto as a separate schedule and any revisions thereof by Contractor. The subcontractor will cooperate in monthly update meetings and will work to enable the project to be completed at the earliest possible time.

Subcontractor recognizes that other subcontractors or persons may be engaged in the performance of work at the locality covered by this Subcontract and that all parties performing work on the Project must coordinate their work in order to meet the Project Schedule. Subcontractor shall layout and prosecute its Work so as not to interfere with the performance of work by others, and will cooperate in performing its Work to meet the Project Schedule. All matters of difference between the Subcontractor and others in this respect shall be referred to Contractor for immediate decision. Subcontractor acknowledges the Contractor has the right to update, re-sequence and/or revise the Project Schedule during the course of the project and the Subcontractor agrees to be bound by these revisions.

In the event that Subcontractor fails to complete all or any part of said Subcontract in the manner or within the Project Schedule, Subcontractor shall be liable for any damages, including liquidated damages, suffered by Contractor under the Prime Contract, directly or indirectly due to such failure.

Without limiting the generality of the foregoing, Subcontractor shall: (i) order (for manufacture and/or purchase and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by unavailability; (ii) furnish Contractor within fourteen (14) days a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the date on which such material and equipment is expected to be delivered to the Project site; (iii) furnish Contractor, upon issuance, a copy of each major purchase order and subcontract (with price information deleted); (iv) cause a duly-authorized and qualified supervisory representative to attend weekly progress meetings (while Subcontractor has personnel on-site and for two weeks prior thereto); (v) notify Contractor immediately by telephone and confirm in writing within seventy-two (72) hours, if Subcontractor finds that any item cannot be delivered, or timely-delivered, or that work cannot be performed as required to maintain the Project Schedule.

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4. **EXTENSIONS OF TIME.** Subcontractor shall be granted an extension of time for delays in the commencement, prosecution or completion of the Work only to the extent an extension is allowed the Contractor by the Owner. Notwithstanding anything to the contrary in the Contract Documents, or this Subcontract, Subcontractor shall not be entitled to an extension of time unless a written notice of delay shall have been delivered by Subcontractor to Contractor; said notice shall be given within seven (7) days (or two-thirds of the time allowed by the Prime Contract, whichever is shorter) of the event causing the delay. In no event shall Subcontractor be entitled to compensation or damages for any delay in the commencement, prosecution, or completion of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party.

5. **CHANGES.** When the Owner has reserved the right under the Contract Documents to require Contractor to make changes in the Work ("Owner-Directed Changes"), including additions thereto and deletions therefrom then, without notice to any surety and without invalidating this Subcontract, Contractor may from time to time, by written order to Subcontractor, make changes in the Work to the same extent and in the same manner as may be required of Contractor by Owner under the Contract Documents; and Subcontractor shall thereupon perform the changed Work in accordance with the terms of this Subcontract.

Subcontractor specifically agrees to be bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Subcontractor shall immediately provide written notice to Contractor and before such conditions are disturbed.

Upon request of Contractor, and in time and manner sufficient to permit Contractor to comply with its obligations under the Contract Documents, but in no event later than ten (10) days of such request, Subcontractor shall submit a written proposal for any applicable Price or time adjustment attributable to Owner-Directed Changes or Differing Conditions, amply detailed and supported as the Contractor or Owner may require and conforming to the requirements of the Contract Documents.

The Price shall be adjusted by the net amount of any reduction in costs and/or increase in costs (plus an allowance for overhead and profit) attributable to the Owner-Directed Changes or Differing Conditions, and the time for performance of the Work shall be adjusted to the extent necessarily affected by the Owner-Directed Changes or Differing Conditions, subject, however, in each case to the following limitations: (a) the price and time adjustments hereunder shall be limited to Subcontractor's portion of the amount and extent of adjustments actually allowed Contractor by Owner (less, in the case of Price, any markup or other similar amount allowed by Owner for Contractor's account); and (b) the amount allowable for overhead and profit shall be limited to the Markup Percentage given on Page 1 of this Subcontract.

If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustments shall be set forth in a written Change Order, which shall be accepted and signed by Contractor and Subcontractor. If the parties are unable to agree upon such adjustments, Contractor may elect to issue a written directive to proceed to Subcontractor, and any adjustments to Price or time shall be subject to ultimate determination in accordance herewith; and Subcontractor shall, nonetheless, proceed immediately with the changed Work. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changed and furnish such records to Contractor, amply detailed, on a weekly basis. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change shall be considered to be a material breach of this Subcontract.

It shall be Subcontractor's responsibility to notify its surety of any changes affecting the general scope of the Work or change in the Subcontract Price and have the amount of the applicable bonds adjusted accordingly.

6. **EXTRA WORK.** In addition to Change Orders issued under paragraph 8 above as a result of changes ordered by Owner or Architect, Contractor may from time to time, without notice to any surety and without invalidating this Subcontract, require by written order that Subcontractor perform extra Work reasonably related to the original Work hereunder. Contractor or Subcontractor may also perform such extra Work (i.e., work or services not required by the Subcontract or by Change Order issued under paragraph 8 above) pursuant to written agreements made from time to time for the benefit of the other party or persons or entities responsible to such other party. Subcontractor shall submit daily copies of time sheets for labor and materials/equipment used on extra work for approval by the Contractor. Such extra Work shall be invoiced weekly for approval of Contractor, in reasonable detail and amply supported, on the basis of the Subcontractor's actual direct costs, and with the Markup Percentage given on Page 1 of this Subcontract. Payment of such invoices shall be made at the time of the next ensuing progress payment or final payment hereunder.

In no event shall Subcontractor proceed with changed or extra Work without a Change Order or written directive issued under Paragraph 8, above, or a written directive or agreement for extra Work under this Paragraph 9; and Contractor shall not be liable for any additional costs incurred or delays encountered in the performance of such Work without such a written order or directive or agreement.

7. **PRICING AND DOCUMENTATION.** Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost or pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

Subcontractor represents in good faith that all cost or pricing data and all data related to requested time adjustments submitted (including, without limitation, a request for a Change Order and/or claims made in arbitration and litigation) shall be

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current, accurate and complete, and shall accurately represent the actual costs and time Subcontractor has incurred or saved or expects to incur or save related to said claim.

Subcontractor agrees and acknowledges that Contractor has the right to require the books and records of the Subcontractor to be audited by the Contractor or an independent auditor selected by the Contractor, in order to verify the accuracy of the cost or pricing data submitted by the Subcontractor related to any claim or requested price adjustment. Subcontractor further agrees and acknowledges that the Contract Documents may provide a similar right of audit to Owner. Subcontractor shall comply with all reasonable directives of Contractor or Owner (if required by the Contract Documents) for audit of its books and records that relate to its submitted cost or pricing data.

Subcontractor agrees, upon written request of Contractor, to provide Contractor with a certificate, signed by a duly-authorized Officer of the Company, certifying that any claim submitted by the Subcontractor, as well as the supporting documentation, accurately reflects the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is responsible.

8. **DISPUTES CONCERNING WORK SCOPE.** Should a dispute arise concerning the scope of Work to be performed by Subcontractor, after receiving a written directive from Contractor, Subcontractor shall proceed promptly and diligently with the disputed work. Subcontractor shall submit daily to the Contractor time sheets, material and equipment invoices and other documentation necessary to support its cost for performing the disputed Work. The responsibility for the cost of performing any disputed Work shall be decided in accordance with the DISPUTES section of this Subcontract, below.

9. **PERFORMANCE AND PAYMENT SECURITY.** If so indicated on Page 1 hereof Subcontractor shall furnish Contractor, within ten (10) days of Subcontractor's receipt of the unexecuted Subcontract issued by Contractor, either: i) a performance bond and a payment bond, each in an amount equal to the Price, in a form and with surety or sureties satisfactory to Contractor, or ii) an irrevocable standby letter of credit, in a form and issued by a bank satisfactory to Contractor. Determination of whether bonds or a letter of credit will be required shall be at Contractor's sole discretion. No payment will be made to Subcontractor prior to receipt of any required performance and payment security; failure to provide required performance and payment security shall constitute a material breach of this Subcontract.

10. **INSURANCE.** (A) The Subcontractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Subcontractor from claims set forth below which may arise out of or result from the Subcontractor's operations and completed operations under the Subcontract and for which the Subcontractor may be legally liable, whether such operations be by the Subcontractor or by a sub-Subcontractor, Vendor of the Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Subcontractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Subcontractor's employees;
- d. Claims for damages insured by usual personal injury liability coverage;
- e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and/or
- g. Claims for bodily injury or property damage arising out of completed operations

The Subcontractor shall take out and maintain during the life of the Subcontract no less than the following amounts of insurance with the Owner and Contractor expressly added as additional insureds to each policy and/or coverage. Subcontractor shall submit to Contractor a Certificate of Insurance demonstrating the purchase of the foregoing coverages. Insurance companies listed by Subcontractor as affording coverage pursuant to the above-stated requirements shall be duly-registered with and/or listed as "Active" with the Alabama Department of Insurance or equivalent department or division of any other state within which the Project made the subject of this Subcontract is located.

Workers' Compensation and Employer's Liability Insurance: Statutory-amount and coverage as required by law of place in which the Work is performed but in no event less than \$1,000,000.

The Subcontractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations) for limits of liability not less than:

Bodily Injury	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence; or
Bodily Injury & Property Damage	\$2,000,000 combined single limit

A comprehensive policy shall include the following:

- a. All liability of the Subcontractor, for the Subcontractor's Direct Operations.
- b. Subcontractor's Operations.
- c. Completed Operations Coverage, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.

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- d. Contractual Liability, meaning; any risk assumed by the Subcontractor under Indemnity or Hold Harmless Agreements or any other assumption of liability herein.
- e. Broad-Form Property Damage Coverage, including Completed Operations.
- f. Personal Injury Liability, with employee's exclusions removed.
- g. Explosion and Collapse Hazard
- h. Underground Hazard

The Subcontractor shall carry for itself – and shall require that all sub-Subcontractors and all Owners of Automobiles or trucks rented or hired on the subcontract carry – until the Subcontract is completed comprehensive Automobile Liability Coverage for Bodily Injury and property Damage in amounts not less than the minimum amounts as indicated. The Subcontractor and sub-Subcontractors shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property damage	\$1,000,000 each occurrence; or,
Bodily Injury & Property damage	\$1,000,000 combined single limit
Umbrella/Excess Liability:	\$5,000,000 limit

The Insurance Company must have a minimum rating of A-VII as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. and carrying a current S&P rating of no less than A-.

(B) The insurance required above shall be written on a per-occurrence basis and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, 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 Contract Documents.

(C) Certificates of insurance acceptable to the Contractor (and at Contractor's request, a certified copy of each actual insurance policy with all endorsements) shall be filed with the Contractor prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The Subcontractor shall not undertake any activities at the Project site unless and until all applicable certificates of insurance acceptable to the Contractor have been delivered to the Contractor. The certificates and the insurance policies required by this Section 10(C) shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. 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 by Section 10(B). Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Subcontractor with reasonable promptness.

(D) The Subcontractor shall cause the commercial general, auto, umbrella and all other liability policies liability coverage required by the Contract Documents to include (1) the Owner and Contractor as additional insureds; and (2) the Owner and Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's acts and/or omissions during the Subcontractor's completed operations. All such liability policies except employer's and professional liability carried and maintained by Contractor must be endorsed to be primary and non-contributory to any liability insurance policies carried by Contractor with respect to Subcontractor's operations hereunder. Contractor's coverages shall be excess and non-contributory.

(E) If the Subcontractor fails to purchase and maintain any insurance required under this Article 11 or the insurance requirements in the Agreement, Contractor may, but shall not be obligated to, upon five (5) days' written notice to the Subcontractor, purchase such insurance on behalf of the Subcontractor and shall be entitled to be reimbursed by the Subcontractor upon demand.

(F) When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, the Subcontractor shall supply the Contractor with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverages in the same manner, limits of protection, and scope of coverages as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Subcontractor shall also furnish the Contractor with a certified copy of the renewal or replacement policy unless the Contractor provides the Subcontractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Contractor and written by carriers acceptable to the Contractor.

11. **INDEMNITY.** From the date Subcontractor first performs Work under this Agreement, and to the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless the Contractor and Owner as well as their agents, servant, officers and employees, of, from and against claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by

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Subcontractor, its subcontractors and/or vendors, and/or their agents, servants, or employees. Subcontractor's obligation hereunder shall not be limited by the provisions of any workers' compensation or similar act.

Should Owner or any other person assert a claim or institute a suit, action, or proceeding against Contractor involving the manner or sufficiency of the performance of the Subcontractor's Work hereunder, Subcontractor shall upon request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense, and Subcontractor shall indemnify and save harmless Contractor and its agents, servants, officers and employees, of, from and against any liability (including attorney's fees), loss, damage, or expense arising out of, resulting from or occurring in connection with such claim, suit, action, or proceeding.

12. **ASSIGNMENT.** Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any part of the Work, without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract and shall be and remain as fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them, as Subcontractor is for its own acts and omissions and those of its agent, servants and employees.

13. **COMPLIANCE.** Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination, employment eligibility, and equal employment opportunity, and, if the Owner is an agency of the U.S. government, payrolls and basic records, source and origin of construction materials and services, and contractor and subcontractor code of business ethics and conduct. Subcontractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Subcontractor, its agents, servants and employees; and Subcontractor shall receive and respond to, and shall defend, indemnify and save harmless Contractor and Owner and their agents, servants and employees from and against any loss, liability or expense arising from, any such violations and any citations, assessments, fines or penalties resulting therefrom.

14. **SAFETY.** Subcontractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is its responsibility, even if Contractor establishes a safety program for the entire Project. Subcontractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by Contractor and Owner, and insurance companies, including, but not limited to, any requirements imposed by the Contract Documents and any additional requirements given in Schedule A attached hereto.

Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees; for protection of the Work; for compliance with safety procedures and policies submitted by the Contractor; and for compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor further agrees to indemnify Contractor and Owner against all claims for injury to persons or property, and against any fines and penalties imposed by any authorized agency resulting from the performance under this Subcontract.

Subcontractor shall submit to the Contractor the following within five (5) working days of the occurrence of bodily injury or property damage caused by, arising out of, resulting from, or occurring in connection with the performance of the Work:

- a) A copy of Employer's First Report of Injury. SUBCONTRACTOR WILL REPORT THE OCCURRENCE OF SERIOUS INJURY OR EQUIPMENT/PROPERTY DAMAGE TO CONTRACTOR'S PROJECT MANAGER IMMEDIATELY.
- b) A copy of other Property/Casualty Insurance claim reports.
- c) A copy of OSHA Inspection/Citation Reports.

The Contractor shall have access to Subcontractor's Work areas at all times. In the event that Subcontractor or any of its employees or its subcontractors' employees fail to comply with any of the health and safety requirements enumerated herein, Contractor may require Subcontractor to stop Work and/or remove any noncomplying employees. No claims for additional time or money shall be allowed, nor shall Subcontractor be relieved from any of its responsibilities hereunder, when the Work has been stopped due to safety deficiencies.

To help ensure a safe, healthy, and productive working environment, Contractor prohibits the use, possession, or distribution of any prohibited articles as defined below on the Project. The Contractor enforcement program may involve reasonable searches of Subcontractor, sub- subcontractor and vendor/supplier employees entering or working on Contractor-operated premises.

Prohibited articles include illegal drugs, drug paraphernalia and alcoholic beverages; firearms or weapons; and stolen property. Illegal drugs include marijuana, narcotics, and all other drugs not prescribed by a licensed physician for use by persons possessing them.

If any of the above items are found, the person possessing such items will be subject to removal from the Project and will not be permitted to return to the Project.

Searches may be conducted, based upon reasonable suspicion, without prior announcement at such locations and times as considered necessary by the Contractor. While cooperation is voluntary, refusal to consent will be cause for barring the

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involved individual from the Project. Subcontractor will be immediately notified if any employees refuse to consent to any inspection or to cooperate fully in this safety program.

The Contractor also reserves the right, at all times, to conduct periodic drug testing of its subcontractors' employees to determine if any such persons present on the Project in under the influence of marijuana, illegal drugs, or alcohol.

The taking of blood, urine, or saliva for testing may be required from any Contractor or subcontractor employee on the Project who is reasonably suspected of being under the influence of drugs or alcohol, or who is involved in or causes an accident.

Should OSHA or any agency of a state or municipality issue to the Owner and/or Contractor a complaint, claim, notice of violation, fine or penalty for an alleged safety violation(s) arising out of or related in any way to the Subcontractor's Work, then the Subcontractor shall defend, indemnify and hold harmless the Owner and Contractor, their agents, servants, officers and employees, of, from and against any liability (including attorney's fees), loss, damage, or expense arising out of, resulting from or occurring in connection with such complaint, claim, notice of violation, fine, penalty or related proceeding.

15. **CLEANING UP.** Subcontractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work, by collecting and removing such debris on a daily basis; (b) at the completion of the Work in each area, sweep and otherwise make the Work and its immediate vicinity "broom-clean"; (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Contractor and at the completion of the Work; and, (d) at final inspection clean and prepare the Work for acceptance by Owner. Subcontractor will be backcharged for any costs the Contractor incurs as a result of Subcontractor's failure to perform adequate cleanup. The Contractor's decision on any allocation of cleanup cost among Subcontractors shall be final and binding.

16. **MATERIALS FURNISHED BY OTHER.** In the event that the Subcontractor's Work includes installation of materials and equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the materials or equipment and promptly provide written notice of defects and thereupon handle, store, protect and install the items to insure satisfactory and proper installation. Subcontractor shall bear responsibility for any costs incurred because of the Subcontractor's failure to properly examine materials or equipment furnished by others for Subcontractor's installation.

Temporary facilities and services shall be provided by the Contractor in accordance with a separate Schedule attached hereto.

17. **QUALITY.** Subcontractor shall properly monitor quality and provide quality materials and workmanship conforming to Contract requirements and good industry standards and practices. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by the Contractor, Architect and/or Owner as well as their agents and/or representatives. Subcontractor shall, within twenty four (24) hours after receiving written notice from Contractor or Architect, proceed to take down and remove promptly all portions of the Work which the Contractor or Architect condemn as unsound, improper, or in any way failing to conform to the Contract Documents or this Subcontract and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. Contractor's failure to discover and notify Subcontractor of defective or nonconforming Work at the time the Work, or any portion thereof, is performed or completed, shall not relieve Subcontractor of the responsibility to replace the defective or nonconforming Work and all damages resulting therefrom. If the Owner elects to accept defective or nonconforming Work, Contractor may require an appropriate and equitable adjustment in the Price to the extent required of Contract.

18. **WARRANTY.** Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, Subcontractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one year from the date of acceptance of the Project by the Architect and Owner or within such longer period as may be provided in the Contract Documents.

19. **SUBMITTALS.** Subcontractor shall immediately prepare or obtain and promptly submit to Contractor shop and erection drawings, samples, project data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. Approval of drawings or other submittals by Contractor or Architect shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents, or of its responsibility for the proper matching and coordination of the Work with contiguous work, and in no event shall such approvals be deemed to modify the Subcontractor's scope of Work. No substitutions shall be made without written approval. The Subcontractor shall indemnify the Contractor for any increased costs incurred by the Contractor resulting from such substitutions even if approval has been given.

Subcontractor shall cooperate and participate with Contractor and other subcontractors in the preparation of coordination plans and drawings in areas of congestion.

20. **PERFORMANCE.** The Work shall be performed and furnished to the satisfaction of the Architect and Contractor, but Subcontractor shall not thereby be relieved of its obligation to supervise the Work, using its best skill and attention, or its obligations to perform the Work as provided for herein. Subcontractor shall be bound by the interpretations and decisions of the Architect and Owner to the same extent as Contractor may be bound thereby under the Contract Documents. However, Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor, and is free to perform the Work by any means and in such manner as it may choose without any direction or control by Contractor.



## Schedule A

Subcontractor shall furnish sufficient numbers of qualified supervisory personnel, resident full-time at the site of the Work, which shall be satisfactory to the Contractor and shall be empowered to act on behalf of the Subcontractor at all times during progress of the Work. For purposes of this Subcontract, "sufficient numbers" means numbers adequate to maintain quality in accordance with this Subcontract and progress in accordance with the Project Schedule, and "supervisory personnel" means personnel who direct and monitor other employees, and coordinate the Work with the work of Contractor and other subcontractors. Contractor reserves the right to require replacement of the Subcontractor's project supervision should Contractor, in its sole discretion, deem it to be inadequate.

Subcontractor shall notify and obtain the approval of Contractor before the arrival of forces or delivery of materials and equipment to the job site before any substantial change in its forces, and before leaving the job site for any reason.

21. **LIENS.** The Subcontractor will pay for all materials furnished and work and labor performed under the Subcontract, and will satisfy the Contractor thereupon whenever demand is made, and indemnify the Contractor and the Owner of, from and against, indemnify and hold them and the Project harmless from any and all claims, suits, or liens therefore by others. Subcontractor agrees to indemnify Contractor and Owner of, from and against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorneys' fees related to such claims, which may be asserted by mechanics, material men, suppliers, or subcontractors of Subcontractor or of his subcontractors and suppliers or anyone claiming under one of them. Without limiting the foregoing, Subcontractor shall cause any such lien or claim of lien to be satisfied, removed or discharged by bond, payment, or otherwise within ten (10) days from the date of filing or receipt, as the case may be.

22. **LABOR.** Subcontractor agrees that where its Work is stopped, delayed, or interfered with by strikes, slowdowns, or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor), Contractor shall be entitled to the rights and remedies provided for in Section 24, below. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Subcontractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work.

Subcontractor also promises and warrants that it has and shall continue to comply with any and all immigration laws, regulations process and procedures, including those passed by the State of Alabama.

23. **DAMAGE.** Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and the Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Subcontractor is not relieved of this responsibility by the unloading, handling or storage of Subcontractor's materials by the Contractor. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a policy of builders' risk or fire insurance, Contractor shall not be liable or responsible for any loss or damage to the Work, and Subcontractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, servants, or employees hereunder. Subcontractor shall protect the Work from loss or damage prior to acceptance by Owner.

The Subcontractor's obligation to protect the Work and the work of Contractor and other subcontractors includes, but is not limited to, protection from weather damage and water intrusion to the project's interior. In the event that water intrusion occur from weather or any other cause attributable to Subcontractor, Subcontractor shall be responsible for the cost to remedy all damages caused thereby, including, but not limited to, testing and remediation of mold and toxic substances (including both pre- and post-remediation testing).

In the event that damage to the Work is covered by any Builder's Risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible. Subcontractor's share of the deductible shall be the ratio that its losses covered by the Builder's Risk Insurance bears to the total loss of the occurrence or event covered by said insurance.

24. **DEFAULT.** Should Subcontractor at any time: (a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of sufficient quality to perform the Work with the skill, conformity, promptness, and diligence required hereunder; (b) cause stoppage or delay of or interference with the Project Work; (c) enter into bankruptcy, receivership or become insolvent, or take advantage of any bankruptcy, reorganization, composition, or arrangement statute; (d) fail to have sufficient funds in the unearned balance of the Price, in Contractor's sole judgment, to be able to complete the Work; or, (e) fail in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract, then in any such event, each of which shall constitute a default hereunder by Subcontractor, Contractor shall, after giving Subcontractor written notice of default and forty-eight (48) hours within which to cure, have the right to exercise any one or more of the following remedies:

- a) require that Subcontractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts, as necessary, to overcome the consequences of any delay attributable, in whole or in part, to Subcontractor's default;
- b) remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor)

## Schedule A

- and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent [15%] of such costs) from any monies due or to become due to Subcontractor hereunder;
- c) terminate Subcontractor's right to proceed under the Subcontract, in whole or in part, without thereby waiving or releasing any rights from, or remedies against, Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant, tools, scaffolds and appliances of Subcontractor relating to the Work (hereinafter, for purposes of this Subsection, collectively referred to as "Collateral Property"), for the purposes of completing the Work and securing to Contractor the payment of its costs (plus an allowance for administrative burden equal to fifteen percent [15%] of such costs) from other damages under the Subcontract and for the breach thereof, it being intended that Contractor shall, for the stated purposes, be the assignee of and have a security interest in the Collateral Property described above to the extent the same is located on the Project site (and Contractor may at any time file the Subcontract as a financing statement under applicable law); and/or,
  - d) recover from Subcontractor all losses, damages, penalties and fines, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default.

Should Subcontractor default in any provisions of this Subcontract, and should Contractor employ an attorney to enforce any provision hereof, or to collect damages for breach of this Subcontract, Subcontractor agrees to pay Contractor such reasonable attorney fees, expert fees, filing fees and consulting fees as Contractor may incur or expend thereto.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Architect and payment therefore by Owner, Contractor shall promptly pay Subcontractor any balance of the Price.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy available at law or in equity including those given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity.

Except as limited by this Subcontract, Subcontractor shall have the rights and remedies available at law or in equity for a breach of this Subcontract by Contractor. Any default by Contractor shall be deemed waived unless Subcontractor shall have given Contractor written notice thereof within seven (7) days after the occurrence of such default. Subcontractor shall not be entitled to stop the Work or terminate this Subcontract on account of Contractor's failure to pay an amount claimed due hereunder (including changed or extra Work or work which the Parties dispute to be 'changed' or 'extra') so long as Subcontractor shall not have adequately substantiated the amount due or so long as a good faith dispute exists as to the amount due. In enforcing its rights and remedies under this Section 24, Contractor agrees it shall not hold undisputed portions of progress payments or final payment, including costs for approved extra work, provided such payments have been made by the Owner to Contractor. Subcontractor shall not be entitled to stop the Work on account of a default by Contractor unless such default shall have continued for more than seven (7) days after Contractor's receipt of written notice of such default from Subcontractor.

Subcontractor shall not be entitled to terminate this Subcontract except for a substantial and material breach by Contractor which shall have continued, uncured, for at least an additional thirty (30) days after (a) Subcontractor shall have stopped work in accordance with the requirements hereof; and, (b) Contractor shall have received written notice of Subcontractor's intention to terminate this Subcontract.

**25. DISPUTES.** All disputes between the Contractor and Subcontractor related in any way to this Subcontract, the Work or the Project shall be resolved in accordance with this Section 25, notwithstanding any contrary provision in this Subcontract, the Contract Documents, or elsewhere.

- a) If any dispute arises out of or relates to this Subcontract, the Work, or the Project, the Parties will first make a good-faith attempt to resolve the dispute through direct discussions, all while committing their full attention to completion of the Work in a prompt and safe manner in accordance with the Project Schedule.
- b) Any and all claims, controversies, disputes and any other matters in question between Contractor and Subcontractor arising out of or related to the Project, this Subcontract, the Contract Documents, or the breach thereof, which have not been resolved and which cannot be settled by negotiation between the parties shall first be submitted to mediation between the parties in good faith pursuant to the mediation rules of the American Arbitration Association ("AAA"). Mediation shall be conducted in Birmingham, Alabama. The mediator shall be selected mutually by the parties, or if the parties are unable to agree on a mediator, then in accordance with the rules of the AAA. Mediation shall occur within 30 days of demand for Mediation made by either Party, or such other time as the Parties may agree in writing. Mediation shall be a condition precedent to the rights of the Parties to proceed to further dispute resolution procedures identified below in this Section 25.
- c) Unless suit is brought under the Miller Act (40 USC §§ 3131, et seq.), should disputes between the parties fail to be resolved at mediation then, at Contractor's sole election, the parties shall submit the disputes to either binding arbitration or to litigation, as further detailed below. If the Contractor does not elect to submit the disputes to binding arbitration, the disputes shall be resolved by bench trial, without a jury, in that State or Federal Court in which proper jurisdiction lies and which encompasses Jefferson County, Alabama. Subcontractor and Contractor agree that this Subcontract has been negotiated, formulated, drafted, agreed upon, executed, and at least in part performed within the jurisdiction of the United States District Court for the Northern District of Alabama, and that Subcontractor has entered into Jefferson County, Alabama to negotiate, formulate, draft, execute and perform (at least in part) this Subcontract, all sufficiently so that Subcontractor could expect that any disputes which may be resolved in court could be resolved in the State or Federal Court which encompasses Jefferson County, Alabama. Subcontractor

## Schedule A

irrevocably waives any challenge to personal jurisdiction as to disputes which may be resolved in the courts situated within Jefferson County, Alabama.

### **SUBCONTRACTOR AND CONTRACTOR WAIVE ALL RIGHT TO TRIAL BY JURY.**

Subcontractor agrees that should it initiate litigation or arbitration without first obtaining Contractor's authorization as to choice of forum, Contractor shall have the absolute and sole right to transfer the disputes to the other forum.

**Arbitration.** Should Contractor elect arbitration as the forum for binding dispute resolution, the Binding arbitration shall be conducted by a panel of three arbitrators in accordance with the Construction Industry Arbitration Rules of the AAA in effect as of the Subcontract Date, unless the parties mutually agree in writing to the contrary.

Any claim, demand or lawsuit filed by Subcontractor shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In addition, no claim, demand or lawsuit shall be filed by Subcontractor after final payment by the Owner to the Contractor and/or the issuance of Contractor's final release to Owner, without the written consent of the Contractor.

Unless otherwise agreed in writing, Subcontractor shall continue to carry out its responsibilities and obligations under this Subcontract and otherwise maintain the progress of the Work during any arbitration proceeding or lawsuit, and Contractor agrees to continue to make payments to Subcontractor in accordance with this Subcontract. The pendency of a dispute shall not interfere with or limit Contractor's right to remedy an alleged default of Subcontractor in accordance with this Subcontract.

26. **EARLY TERMINATION.** If Owner terminates the Contract or stops the Work for a reason other than the default of Contractor, Contractor may terminate this Subcontract or stop the Work for the same reason, and Subcontractor's rights and remedies (including the basis for compensation) shall be limited to the corresponding rights and remedies available to Contractor under the Contract Documents. In no event shall Subcontractor be entitled to consequential damages, or loss of profits on portions of the Work not yet performed.

27. **TERMINATION FOR CONVENIENCE.** The Contractor may, at any time, by written notice to Subcontractor, terminate (without prejudice to any other right or remedy of Contractor) the whole or portion of this Subcontract for the convenience of the Contractor. Upon receipt of such written notice, Subcontractor will cease all construction and will take all necessary steps to protect the Work place, material and equipment; in addition, it will assign such of its Purchase Orders to the Contractor as Contractor may direct and notify all Sub-subcontractors of the written notice to stop operations and cancel or assign such Sub-subcontracts to the Contractor, as directed by the Contractor; in addition, Subcontractor will transfer title to all Work, services, uncompleted Work, supplies or any other material produced or services performed or acquired for the Work terminated as Contractor may direct and complete performance of any Work not terminated. In such event, Subcontractor will be compensated only for reasonable costs, and a reasonable overhead and profit on the acceptable performed Work and/or materials furnished for the Work to the date of termination, less any payments made to the Subcontractor by Contractor on account thereof, provided, however, no payment, partial or final, shall be due or owed to the Subcontractor from Contractor or Contractor's surety unless and until, as a condition precedent, Contractor receives payment for Subcontractor's Work from the Owner. In no event shall the total sums paid to Subcontractor exceed the Subcontract Price. In the event any exercise by Contractor of its remedies under any provision for termination of this Subcontract shall be determined to have been wrongful, such exercise shall be deemed to have been termination for the convenience of the Contractor under this Article.

28. **NOTICES.** All written notices provided for in this Subcontract or in the Contract Documents shall be deemed given if hand delivered at the job site or sent by Mailgram or fax (with written confirmation copy following) or sent by mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

29. **SECURITY.** Subcontractor agrees that the prevention of all theft-related losses within its Work areas is its responsibility, even if Contractor establishes a security program for the entire Project. Subcontractor shall take any and all steps necessary and establish controls/safeguards to prevent theft-related losses within its Work areas. Finally, Subcontractor agrees that it shall report any information related to criminal acts to Contractor's security personnel upon their discovery.

30. **MISCELLANEOUS.**

- a) This Subcontract shall be governed by, and all matters relating to the validity, performance, or interpretation of this Subcontract shall be determined in accordance with, the laws of the State of Alabama.
- b) This Subcontract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof.
- c) This Subcontract may not be changed in any way except as herein provided or by a writing signed by a duly-authorized officer, agent or representative of each party. No requirement of this Subcontract may be waived except in writing signed by a duly-authorized officer, agent or representative of the waiving party.
- d) Should any part of this Subcontract be determined by a court or arbitration panel to be invalid, the remainder shall be valid and enforceable.
- e) Where the context requires, terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

**SCOPE OF WORK (Inclusions and Exclusions)****Inclusions**

\*\*Shelby Company sub pay apps, including schedule of values, are due on the 20th of each month in order to be included in the monthly billings to the Owner. Please send to our Accounting Department email address at [billing@shelbygc.com](mailto:billing@shelbygc.com) copying the Project Manager.

Includes but not limited to:

- Material and Installation of alternate blinds per approved submittal
- Daily Cleanup

**Exclusions**

Schedule C

SCHEDULE OF VALUES				
#	Cost Code	Description	Type	Amount
1	12-2000 - Window Treatments	Window Blinds	Subcontractor	\$10,770.00
Grand Total:				\$10,770.00

## Schedule D

**DRAWING LOG**

Drawing No.	Drawing Title	Drawing Date
G-000	COVER SHEET	3/10/2025
G-010	CODE SUMMARY/SHEET INDEX (2018)	3/10/2025
G-020	EGRESS PLAN	3/10/2025
G-030	MOUNTING HEIGHTS & ABBREVIATIONS	3/10/2025
G-040	A.D.A. CLEARANCES	3/10/2025
G-050	GENERAL NOTES	3/10/2025
G-051	GENERAL NOTES	3/10/2025
D-101	DEMOLITION PLAN & R.C.P.	3/10/2025
A-101	FIRST FLOOR PLAN & WALL TYPES	3/10/2025
A-121	FIRST FLOOR R.C.P. & PARTIAL ATTIC SPACE	3/10/2025
A-201	ELEVATIONS	3/10/2025
A-501	DETAILS	3/10/2025
A-701	FINISH PLAN & SCHEDULES	3/10/2025
A-711	INTERIOR ELEVATIONS	3/10/2025
A-713	RECEPTION DESK	3/10/2025
M-100	MECHANICAL FLOOR PLAN	1/29/2025
P-100	PLUMBING PLAN AND SCHEDULE	1/29/2025
E-001	ELECTRICAL LEGENDS, NOTES AND SPECIFICATIONS	1/29/2025
E-100	FIRST FLOOR LIGHTING PLAN	1/29/2025
FP-100	FIRE PROTECTION PLANS	3/11/2025

SUB-CONTRACT APPLICATION FOR PAYMENT

Sub-contractor Name Read Window Products LLC

Project: Katie Lamb Public Library  
Renovation

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 06/01/2025

Request Number: \_\_\_\_\_

Contractor's Application for Payment

- 1. Original Contract Amount \$10770.00
- 2. Total of Approved Change Orders
- 3. Total Contract Amount to Date
- 4. Materials Stored to Date
- 5. Total Completed and Stored to Date
- 6a. Retainage ( 5% )
- 6b. Less Retainage (\$)
- 7. Less Previous Payments
- 8. Current Payment Due
- 9. Balance to Finish

The undersigned, being duly sworn, deposes and says that the work covered by this application has been completed in accordance with the contract documents, and that all labor, material, and services included in all previous payments have been fully paid and indebtedness discharged. Monies received from this request will be used for payment of labor, materials, and services covered by this request and there are no claims for extra work except those included above.

Furthermore, in consideration of payments received, and upon receipts of the amount due, the undersigned does hereby waive release, and relinquish all claims or rights of lien which the undersinged may now have upon the above project.

Sub-Contractor Signature

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company Name Read Window Products LLC  
Date \_\_\_\_\_