

Ray Bell Construction Company, Inc.

General Contractors
P.O. Box 363, 255 Wilson Pike Circle, Brentwood, Tennessee 37027-0363

Project No. 86296

Purchase Order No. B-6952

- Subcontract With -

VOL

21 MAR 1986

WESTINGHOUSE ELEVATOR COMPANY

P.O. Box 32817, Charlotte, NC 28232

Amount \$53,086.00

This agreement entered into this 11th day of November, 1986, by and between RAY BELL CONSTRUCTION COMPANY, INC., hereinafter called Contractor, and WESTINGHOUSE ELEVATOR COMPANY hereinafter called Sub-Contractor.

WITNESSETH, that, WHEREAS Contractor has heretofore entered into a General Contract with Marriott Corporation of Washington, DC

, hereinafter called the Owner, to furnish all labor and materials and perform all work required for The Courtyard by Marriott, Greenville, SC, Project No. C-661

in strict accordance with the general contractor, specifications, schedules and drawings and amendments or addenda prepared by Gaudreau Inc.

of 810 Light Street, Baltimore, Maryland, Architect and/or Engineer which are made a part of said General Contract, and which are now made a part of this Sub-Contract insofar as they apply, and the parties heretofore desire to contract with reference to a part of said work.

NOW, THEREFORE, in consideration of the mutual agreements herein contained it is agreed as follows: Sub-Contractor shall furnish all labor and materials and perform all work necessary to complete the following part or parts of the work of the General Contract in all respects as therein required of the Contractor, and all work incidental thereto, namely:

ATTACHMENT IS A PART OF THIS SUBCONTRACT.

SUPPLEMENT NO. 1 TO SUBCONTRACT AGREEMENT IS PART OF THIS SUBCONTRACT.

All of the articles, terms and provisions here and below are incorporated in and are a part of this subcontract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.
WITNESSES: (One for each party)

WESTINGHOUSE ELEVATOR COMPANY

Ray Bell Construction Company, Inc.

By: _____ Date _____

By: _____ Date _____

Title: _____

Title: RANDY BRENT, VICE PRESIDENT

Witness Date _____

Witness Date _____

Article I-Contractor agrees to pay Sub-Contractor for said work (\$53,086.00) Fifty-Three Thousand

Eighty-Six Dollars and 00/100 ----- Dollars, subject to additions and deductions as hereinbefore provided, payable as the work progresses, on estimates made and approved by

Contractor and payment received from the Owner for said work. Contractor may at his option retain 10 % of each estimate until final payment and may withhold payment of any estimate until Sub-Contractor has furnished Contractor with suitable evidence that he has paid in full for all labor, materials and supplies used in the work through the date of the estimate. Final payment shall be made within fifteen (15) days after the completion of the work included in this Sub-Contract, written acceptance by the Architect, and full payment therefor by the Owner, except that Contractor may deduct from such final payment any sums due to Contractor from Sub-Contractor under this Sub-Contract or otherwise.

Article II-Sub-Contractor shall give bonds payable to the Contractor, each in the sum of \$ -0-

_____, in satisfactory form, with surety thereon to the Contractor for the faithful performance of this Sub-Contract, including changes or modifications thereto without consent of surety, and for the payment of all labor, services, materials and supplies in the prosecution of said work.

Article III-(a) Should Sub-Contractor in Contractor's sole opinion at any time breach this agreement, or fail in Contractor's opinion to prosecute the said work with promptness, diligence and efficiency or fail to perform any of the requirements hereof, Contractor may without notice, (or if notice be required by Law, then after forty-eight hours written notice either (1.) by ~~registered~~ mail to Sub-Contractor at P.O. Box 32817, Charlotte, NC 28232 certified

- (2.) by posting in some conspicuous place on the job, or (3.) by telegram.) proceed as follows:
 1. Provide such materials, supplies, equipment and labor as may be necessary to complete said work, pay for same and deduct the amount so paid from any money then or thereafter due Sub-Contractor, or
 2. Withhold payment of any estimate in the event Sub-Contractor be in default under this Sub-Contract or any provision hereof, other provisions of this Sub-Contract notwithstanding.
 3. Terminate the employment of Sub-Contractor, enter upon the premises and take possession, for use in completing the work, of all the materials, supplies, tools, equipment and appliances of the Sub-Contractor for no further payment under the agreement until final payment is due and then only if and to the extent that the unpaid balance of the amount to be paid under this subcontract exceeds the expense of the Contractor in finishing the work.
- (b) If the amount expended by Contractor under "1" above, or the cost of completing the work under "3" above, exceeds the unpaid balance of subcontract price herein stated, Sub-Contractor shall pay Contractor such excess.
- (c) Should Sub-Contractor at any time fail to pay for all labor, materials or supplies used by Sub-Contractor in said work when due, Contractor, at his option, may pay for same and charge to Sub-Contractor, or may, at his discretion, and with the consent of Sub-Contractor, pay at any time claims for labor, materials and supplies used in the work.
- (d) Should Sub-Contractor default in any of the provisions of this Sub-Contract and should Contractor employ an attorney to enforce any provisions hereof, or to collect damages for breach of the Sub-Contract, or to recover on the bond mentioned in Article II, above, Sub-Contractor and his surety agree to pay Contractor such reasonable attorney's fees as he may expend therein. As against the obligations here contained Sub-Contractor and his surety waive all rights of exemption.
- (e) The rights and remedies granted to Contractor under this article and pursuant to the other provisions of this Sub-Contract shall be cumulative and are not intended to be in lieu of any legal right or remedy which Contractor may have against Sub-Contractor for breach of this Sub-Contract or default hereunder, afforded by state or federal laws.

Article IV-Sub-Contractor will not ~~claim or attempt to collect any~~ claim or attempt to collect any interest on any of his retainages ~~xxx~~ and hereby waives the same for the duration of the contract period. which may be held by the Contractor