



GENERAL CONTRACTOR AGREEMENT

This general contractor agreement is between **FORGE FIRE & COMPANY LLC**, a(n) Ohio Limited Liability Company (the “**Contractor**”) and **CITY OF MADISON, AL.**, (the “**Client**”).

The Client is the owner of the Property (as defined below).

The Client wishes to engage the Contractor as a general contractor to perform certain Work (as defined below) on the Property for the Client in accordance with the drawings and specifications in **Exhibit A**.

The Contractor wants to perform the Work on the Property in accordance with the drawings and specifications in **Exhibit A**.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The Client retains the Contractor to perform, and the Contractor shall perform, the work described in **Exhibit B**. (the “**Work**”).
- (b) **Services.** Without limiting the scope of the Work described in **Exhibit B**, the Contractor shall:
 - (i) perform the Work set forth in **Exhibit B**. However, if a conflict exists between this agreement and any term in **Exhibit B**, the terms in this agreement will control;
 - (ii) devote as much productive time, energy, and ability to the performance of it’s duties under this agreement as may be necessary to provide the required Work in a timely and productive manner;
 - (iii) perform the Work in a safe, good, and workmanlike manner using at all times adequate equipment in good working order;
 - (iv) perform the Work according to standard industry practices and comply with all building codes and other applicable laws;

- (v) communicate with the Client about progress the Contractor has made in performing the Work;
- (vi) supply all tools, equipment, and supplies required to perform the Work, except if the Contractor's work must be performed on or with the Client's equipment;
- (vii) ensure that all materials and equipment furnished to its personnel are of good and merchantable quality, unless otherwise agreed by the Client;
- (viii) provide the Client with appropriate releases or waivers of liens at the time of payment for any Work performed;
- (ix) obtain all necessary approvals for the Work from local authorities or other government entities and indemnify the Client for any violations;
- (x) obtain insurance to protect itself against claims for property damage, bodily injury, or death due to its performance under this agreement;
- (xi) at all times provide access to the Work to the Client, the Client's representatives, and public authorities;
- (xii) provide work (including the Work) and end products that are satisfactory and acceptable to the Client and free of defects;
- (xiii) remove any debris or other garbage from the Property, and leave the Property in broom-clean condition after the Work has been completed; and
- (xiv) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Client.

2. SCOPE OF WORK.

The Contractor shall furnish all of the necessary materials, tools, machinery, supervision, relocation and, site security and perform all of the work described in **Exhibit B** (the "**Work**"), all in accordance with this agreement. The Work shall be performed on that certain property located at **400 Celtic Drive, Madison AL 35758** (the "**Property**"), and as more specifically described in **Exhibit B**. The Contractor shall perform the services and provide the materials for which it is responsible, will accomplish this Work in the manner and in the time stated in this agreement, and in accordance with the drawings and specifications attached as **Exhibit A**, and will provide the deliverables as required.

3. TIME OF COMPLETION.

(a) Approximate Start Date. The Contractor shall start performing the Work on or before **Q1 of 2025**.

(b) Approximate Completion Date. The Work will be substantially completed on or before **Q2 of 2025**.

If there are any unforeseen required timeline changes due to inclement weather and/or permit holdups the "Contractor" will immediately notify the "Client" of any necessary, schedule changes that may affect the project's progress and/or completion date.

4. CONTRACT PRICE.

The Client shall pay the Contractor **\$699,800** (the "Contract Price") for the performance of this agreement. ***This contract total includes concrete footers shown on EST0712 at \$15,000, which can be removed if the client chooses to perform this work.***

ALL SITE PREP IS TO BE COMPLETED BY CLIENT

5. PROGRESS PAYMENTS.

- (a) Payments.** The Client shall pay the Contract Price as follows:
- (i) Initial down payment of **\$250,000** to secure materials, initiate engineering and fabrication;
 - (ii) 75% at project halfway point (this timeline is laid out in the projected start/completion dates; section 3 of contract under "Time of Completion").
 - (iii) 100% upon final completion date. Any monies owed from Client will be paid in full to the Contractor at completion date. Contractor & Client will have walk-thru inspection of the Work & will agree upon the completion prior to final payment being issued.
- (b) Withholding of Payments.** The Client may withhold payment of the Contract Price if;
- (i) the Contractor does not remedy defective Work;
 - (ii) the Contractor continues to fail to perform the Work in accordance with this agreement or these general conditions;
 - (iii) there are claims filed; or
 - (iv) the Contractor fails to make proper payments to subcontractors, workers, or suppliers for labor, materials, or equipment.
- (c) Final Payment.** After the Client makes its final payment, the Contractor shall provide to the Client a final release stating that the Contractor has no further claims against the Client for materials or labor supplied under this agreement.
- (d) Waiver of Client's Claims.** The making of final payment constitutes a waiver of all claims by the Client except those arising from:
- (i) unsettled issues;
 - (ii) faulty or defective work appearing after substantial completion; or
 - (iii) failure of the Work to comply with the requirements of **Exhibit A**.
- (e) Waiver of Contractor's Claims.** The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final payment.
- (f) Payment Failure.** If the Client fails to make any payment due, the Contractor may stop the Work. However, the Contractor shall resume performance of the Work and other obligations after the payment or other resolution of the dispute.

6. LICENSES, PERMITS, ZONING AND INSURANCE.

The Contractor carries full professional liability and E/O insurance. The Contractor shall comply with all state and local licensing and registration requirements for the type of work performed. The Contractor shall obtain and, at its expense, pay for all licenses or permits required by law to accomplish any Work required in connection with this agreement and indemnify the Client for any violations. The Client is responsible for all zoning, permits related to zoning and any cost associated with zoning. All zoning must be completed prior to hiring the Contractor. The Contractor is not liable for any delays due to zoning issues.

7. REPRESENTATIONS.

(a) The parties each hereby represent as follows:

(i) The drawings and specifications attached to this agreement as **Exhibit A** are the final drawings and specifications of the Work and form an integral part of this agreement. Neither party may add or otherwise vary additions in said drawings and specifications without the prior written consent of the other party.

(ii) The Contractor may, in its discretion, engage licensed subcontractors to perform the Work. However, the Contractor must fully pay those subcontractors and, in all instances, will remain responsible for the completion of this agreement and the Work.

(b) The Contractor hereby represents as follows:

(i) The Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors and shall provide the Client with proper certificates of insurance. The Contractor acknowledges that it is solely responsible for providing insurance coverage for itself and its staff.

(c) The Client hereby represents as follows:

(i) The Client is the registered owner of the Property.

(ii) The Client will make timely payments of amounts earned by the Contractor under this agreement.

(iii) The Client shall notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this agreement at least 45 days prior to implementing such changes.

(iv) The Client shall provide such other assistance to the Contractor as it deems reasonable and appropriate.

8. WAIVER OF LIABILITY.

If the Contractor is injured while performing the Work, the Client will be exempt from liability for those injuries to the fullest extent allowed by law.

9. SURETY BOND.

If the Contractor is required to submit a Bond prior to the start of work, the total cost of the Bond will be at the expense of the Client over and above the contract price. 100% of the bond will be required to be paid to the Contractor at the time that the Bond is issued for the project. The surety bond is usually 3% of the total project cost.

10. INDEMNIFICATION.

The Contractor shall indemnify the Client against all damages, liabilities, costs, expenses, claims, or judgments, including, without limitation, reasonable attorney's fees and disbursements that any of them may suffer from or incur and that arise or result primarily from (a) any gross negligence or willful misconduct of the Contractor arising from or connected with Contractor's carrying out of its duties under this agreement, or (b) the Contractor's breach of any of its obligations, agreements, or duties under this agreement.

11. WARRANTY.

All fire training equipment/prop(s) sold by Forge Fire and Company LLC is warranted to be free from defects in the components, parts and/or workmanship for a period of 1 year from the date of in-service. This warranty covers those components and parts fabricated by Forge Fire and Company LLC and used in the construction of the fire training building systems. Forge Fire and Company LLC at its own expense and option, either repair or replace any defective fire training equipment or component that is deemed defective excluding misuse, common neglect, abuse, or accident during Client use of equipment/prop(s).

Client shall notify Forge Fire and Company LLC in writing of any said defect within 14 days of knowledge of any defect or said issue.

Forge Fire and Company LLC will provide remedy not to exceed 45 days from Client notification of said defect. Any modifications to any of the fire training equipment/prop(s) done without written notification and approval from Forge Fire and Company LLC will void warranty. Use of the training facility by other departments or organizations without a Client liaison will result in a voided warranty.

12. TERMINATION.

This agreement may be terminated:

- (a) By either party on provision of 30 days written notice to the other party, with or without cause.
- (b) By either party for material breach of any provision of this agreement by the other party if the other party's material breach is not cured within 30 days of receipt of written notice thereof.
- (c) By the Client, if the Contractor defaults or persistently fails or neglects to carry out the Work or fails to perform any provision of the agreement after 30 days' written notice to the Contractor.

Without prejudice to any other remedy the Client may have, the Client may make good such deficiencies and may deduct the cost thereof from the payment due the Contractor or, at the Client's option, may terminate the agreement and take possession of the site and of all materials and equipment.

- (d) By the Client at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails, or refuses to comply with the written policies or reasonable directives of the Client, or is guilty of serious misconduct in connection with performance under this agreement.

In the event of termination not the fault of the Contractor, the Client shall promptly pay the Contractor according to the terms of **Exhibit A** for services rendered before the effective date of the termination. The Contractor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination agreement.

13. NATURE OF RELATIONSHIP.

The Contractor is not an employee of the Client; the Contractor is working in its capacity as an independent contractor. The Contractor shall indemnify the Client for any claims, including (but not limited to) liability insurance, workers' compensation, and tax withholding for the Contractor's employees.

14. NOTE ABOUT EXTRA WORK AND CHANGE ORDERS.

All changes or deviations in the Work ordered by the Client must be in writing as a change order, the form of which is attached as **Exhibit C**. The Contract Price and time of completion, if applicable, will be increased accordingly by the parties' agreement. Any claims that the Contract Price or time of completion should be increased based on changes or deviations in the Work must be presented to the Client by the Contractor in writing. The Client written approval of such Contract Price or time of completion increase must be obtained by the Contractor before any change or deviation in the Work is started. The valuation of the Contract Price change will be assessed based on the valuation of similar work included in this agreement. It is important to note that due to the nature of the Contractor's products and/or buildings being custom designed, a client cannot create a change order that lessens the overall scope of the project pertaining to size, structure and/or features.

15. OWNERSHIP OF DRAWINGS AND OTHER ITEMS.

All drawings, reports, designs, sketches, working drawings, shop drawings, documents, certificates, plans, specifications, estimates, memoranda, analyses, calculations, models, and other tangible evidence of the Contractor's work product prepared in connection with the Work shall become and remain the sole property of the Client. The Contractor may retain copies of its work product for its records but may not use this work product (except in performing the Work) without the written consent of the Client. Any devices (other than equipment or devices that constitute part of the Work) or methods now being used in the marketplace, and incorporated into the project, are not

considered to be the property of the Client. Innovative construction methods or mechanical devices developed by the Contractor or its subcontractors and used in connection with the Work are not considered the property of the Client unless those methods or devices were developed by the Client or the Client's separate contractors.

16. TYPES OF MATERIALS.

All materials used by the Contractor in performing the work will be new, in compliance with all applicable laws and codes, and covered by manufacturer's warranty (if appropriate) except as agreed upon in a signed writing by the Client.

17. OWNERSHIP OF MATERIALS.

Any materials that are unfixated and required to perform the Work and that are delivered to the Property under this agreement shall remain the property of the Contractor until they have been paid for by the Client.

18. MATERIALS IN SHORT SUPPLY.

If any of the materials set out in **Exhibit A** are in short supply or are unavailable for an unreasonable amount of time, the Client shall select alternative material of similar quality from alternative (and readily available) materials proposed by the Contractor. The responsibility for paying any difference in price between the original materials and the alternative materials shall lie with the Client.

19. GOVERNING LAW.

(a) Choice of Law. The law of the state of Ohio governs this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both parties' consent to the personal jurisdiction of the state and federal courts in MADISON COUNTY, ALABAMA.

(c) Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

20. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

21. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of An Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

22. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

23. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

24. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Client:

CITY OF MADISON, AL.

Captain Chris Ramsey

101 Mill Rd.

Madison, AL 35758

christopher.ramsey@madisonal.gov

If to the Contractor:

FORGE FIRE & COMPANY LLC

Todd Shepherd/Owner & Founder

3844 Pleasant Hill Rd

Perrysville, OH 44864

todd@forgefireandcompany.com

- (c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

25. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

26. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth

expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

27. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only and do not affect this agreement's construction or interpretation.

28. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

29. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

EXHIBIT A
DRAWINGS AND SPECIFICATIONS

(Provided with CAD, which "Client" will sign off on during the "Project Initiation/Prep" portion of the agreement. See estimate for preliminary specifications.)

EXHIBIT B

SCOPE OF WORK

- (1) **General:** Fabrication of Class A Fire Training Prop per specifications outlined in the estimate and purchase order in accordance with local permitting (if applicable) & NFPA 1401-1403.
- (2) **Safety:** All work will be professionally and safely performed by Forge Fire & Company LLC crews.
- (3) **Management:** Forge Fire & Company LLC will serve as the general contractor and will oversee all aspects of the prop fabrication project.
- (4) **Design:** See approved CAD specifications for final design. Main specs will be listed below:
 - NFPA Compliant
 - 4-Story Building
 - (8) 40' shipping containers
 - (1) Apex Roof Vent Prop
 - (2) Bravo Force Doors
 - Overhead Hallway Prop
 - (1) Balcony
 - (2) 10' Class A Burn Rooms
 - (1) 8' Class A Burn Rooms
 - Magnetic Wall Maze
 - Custom Paint/Black exterior shell w/ Red windows & doors
 - 4- Level Return Staircase/Interior
 - (1) Exterior Staircase
 - Custom Layout per Madison Fire & Rescue
 - Turn-Key Construction/Set-Up
- (5) **Construction:** Forge Fire and Company's patented Modular Construction. Construction is all steel in compliance with NFPA standards & OSHA Compliant.

Schedule: See "Project Schedule" Addendum for tentative timeline.

EXHIBIT C
FORM OF CHANGE ORDER

CHANGE ORDER NO:

Date: _____

Client's Name and Address:

THE CONTRACTOR AGREEMENT IS HEREBY CHANGED AS FOLLOWS:

Additional days needed to complete Work: (if none, state "NONE"):

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACTOR AGREEMENT THAT ARE NOT CHANGED BY THIS CHANGE ORDER REMAIN IN FULL FORCE AND EFFECT.

PREVIOUS CONTRACT PRICE:

REVISED CONTRACT PRICE:

ACCEPTANCE

The above prices, specifications, and conditions are satisfactory, and are hereby accepted. The contractor is authorized to do the work as specified, and the Client shall make immediate payment of the change order unless otherwise specified by the Contractor.

Client Signature: _____ Date: _____

Contractor Signature: _____ Date: _____

CONTRACT AGREEMENT SIGNATURES

By signing this page, each party "Contractor" and "Client" is signifying they have read and agreed upon the complete terms laid out in this contract.

CITY OF MADISON, AL.
"Client"

Authorized Signature of Client: _____

Printed Name of Client: _____

Client's Title: _____

Date of Signature: _____

FORGE FIRE & COMPANY LLC
"Contractor"

Authorized Signature of Contractor: _____

Printed Name: Todd Shepherd _____

Title: President/Founder _____

Date of Signature: _____