

Bid Manual for Durbin Speaker Village

Owner:

Cherokee Nation
17665 S Muskogee Ave.
Tahlequah, OK 74464

Architect:

James R Childers Architects
45 S 4th St.
Ft. Smith, AR 72901

Construction Manager:

STOUT Construction, Inc.
PO Box 1168
Owasso OK 74055

STOUT
CONSTRUCTION

INDEX

Title

Section

Advertisement for bids

A

Supplemental instructions to bidders

B

Bid Form

C

Affidavits

D

Schedule

E

Subcontract Agreement

F

Bid Packages and Descriptions

G

ADVERTISEMENT FOR BIDS- Section A

ADVERTISEMENT FOR BIDS

FROM:

Cherokee Nation

AND THE CONSTRUCTION MANAGER

STOUT Construction, Inc.
9500 N 129th E Ave, Suite 201, Owasso, OK. 74055

SOLICITATION DATE: 8/6/2024

THE PROJECT- Durbin Speaker Village

BID DATE, TIME AND PLACE

- A. Bid Date: August 15, 2024
- B. Time of Bid: 2:00 PM
- C. Place of Bid: 17665 S MUSKOGEE AVE. TAHLEQUAH, OK 74464
NOTE: BIDS CAN BE DROPPED OFF AT THE OFFICE OF THE CONSTRUCTION MANAGER NO LATER THAN 11:00 AM ON AUGUST 15TH, 2024 THE CONSTRUCTION MANAGER WILL TAKE THESE BIDS TO TAHLEQUAH AND ALL BIDS OPENED AT 2:00 PM

TO: POTENTIAL BIDDERS

- A. Sealed Bids addressed to Owner will be received at Place of Bid until Time of Bid on Bid Date.
- B. Bidders for Work Packages may be required to submit a Contractor's Qualification Statement.
- C. **Bidders may obtain Bidding Documents from the construction managers office at 9500 N 129TH E Ave, Suite 201, Owasso OK 74055 or request electronic documents by emailing jonhumphrey@stoutconstruction.net and hannahhumphrey@stoutconstruction.net Bid documents are also available at cherokeebids.org**
- D. Bidders will be required to provide Bid security in the form of a Bid Bond in the amount of five (5) percent of the bid amount.
- E. Submit your offer on the Bid Form provided **with the bidding documents**
- F. Your Bid is required to be submitted under a condition of irrevocability for a period of **45** days after submission.
- I. The Owner reserves the right to accept or reject any or all offers.

Link to houses:

<https://childersarchitect.sharepoint.com/:b:/s/childers/EYrOGXvTILZMoXxJUjyAJ1UBK0m1cLT3pHePsoW7ukSLPQ?e=gGaFMP>

Link to community center:

https://childersarchitect.sharepoint.com/:f:/s/childers/EhijNj4WqDZFoogbpWxU_mUB8T8jeQHljuVWhHK38D6FQQ

BID TO INCLUDE HOUSES AND COMMUNITY CENTER AND ENTIRE SITE AS SHOWN ON BOTH CIVIL PLAN SETS.

Supplemental information to Advertisement for Bids- Section B

Sealed bids can be delivered to the office of the construction manager 3 hrs before the advertised time due. The construction manager will deliver these bids to the bid opening in Tahlequah for the convenience of bidders in the Tulsa area.

Deliver those bids to:
STOUT Construction Company, Inc.
9500 N 129th E Ave, Suite 201
Owasso, OK 74055

Please submit bids in a SEALED envelope labeled: Project, Attention, Bidder's Name, and Bid Package. Sealed bids should contain the bid form, bid bond, and required affidavits.

If the bid exceeds \$50,000, it shall be accompanied by Bid Security: an Irrevocable Letter of Credit, or a certified check, or a cashier's check made payable to the Cherokee Nation and Stout Construction Company or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the Cherokee Nation and Stout Construction Company in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid. All awarded bid packages in excess of \$50,000 will require a Performance and Payment Bond.

Laws and Regulations:

The responding firm's attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in any future contract the same as though written out in full.

Wage Rates: The Cherokee Nation requests the wages for any future contract/project follow the Davis Bacon Wage Scale. Awarded parties will be required to maintain wage rates paid to employees for any future awarded project and have reports available upon request. And, 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions.

Cherokee Nation TERO law and fees are applicable to any future agreement. TERO requirements apply to award of contract. Cherokee Nation TERO Office requirements apply including fee of ½ of 1% of contract award and additional daily fee of \$25.00 for onsite non-Indian crew members. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with the current Legislative Act for this project. Please contact Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) at (918) 453-5000 with any questions.

Buy American – Recovery Act provisions:

The buy American provisions direct that all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Indian Preference in Contracting and Subcontracting:

All contracting pursuant to this Agreement shall comply with procedures for selection of contractors and sub-contractors set forth within § 5307 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5301 *et seq.*), as well as the Cherokee Nation Acquisition Management Policies and Procedures. To that end, the parties to this Agreement shall, to the greatest extent feasible, give preference and opportunities for training and employment to Indian and Alaska Natives, and preference in the award of contracts to Indian organizations and Indian-owned economic enterprises. This clause shall be included in every subcontract in connection with the Project, and Contractor shall, at the direction of Cherokee Nation, take appropriate corrective action in the event of a finding by Cherokee Nation of a violation hereof by a contractor or subcontractor.

Drug Free Workplace and Tobacco Free Workplace

- a) Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- b) NATION will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.
- c) The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- d) A copy of bidder's Drug Free Workplace statement shall be included with the bid or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION.
- e) The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Contractor shall certify, to the best of its knowledge and belief, that the Contractor or any of its Principals:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe;
- ii. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, local or tribal) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

The Contractor certifies they have not, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal, state, local or tribal agency.

The Contractor shall provide immediate written notice to the NATION if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the NATION, the NATION may terminate the contract resulting from this solicitation for default.

Environmental Protection

If extraordinary or exceptional circumstances involving the National Environmental Policy Act (NEPA) and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Contractor agrees to stop construction in affected areas and to notify the NATION'S Project Inspector.

The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during, and as a result of, construction operations under this contract except for those measures set forth in other technical provisions of these specifications. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance of human life; affect other species of importance to man; or degrade the utility of the environmental pollution requiring consideration of air, water, and land, and involves noise and solid waste-management, as well as other pollutants. This section applies to work at all sites.

In order to prevent, and to provide for abatement and control of, any environmental pollution arising from construction activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, Local, Tribal laws, and regulations concerning environmental pollution control and abatement.

The NATION will notify the Contractor of any observed non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice when delivered to the Contractor or his authorized representative at the site of the work shall be deemed sufficient for the purpose.

If the Contractor fails or refuses to promptly take corrective action, the NATION may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, for excess costs or damages by the Contractor unless it was later determined the Contractor was in compliance.

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

Prior to commencement of the work, the Contractor will discuss environmental protection with the NATION's Project Inspector to develop a mutual understanding relative to compliance with these provisions and administration of the environmental pollution control program.

Protection of Land Resources:

i. The resources within the scope of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications. At the onset of ditch grading, topsoil shall be saved for use in restoring the ditch areas. Waste and borrow areas shall be leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water.

ii. Except in areas shown on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority from the NATION.

iii. Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to original condition at the Contractor's expense.

iv. The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Engineer or his representative. The disturbed

areas shall be graded and filled as required sufficient topsoil shall be spread to provide minimum depth of four (4) inches of suitable soil for the growth of grass, and the entire area seeded.

Protection of Water Resources:

The Contractor shall not pollute streams, lakes or reservoirs with fuel, oils, bitumens, calcium chloride, acids, construction wastes or other environmentally harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, Local and Tribe water laws concerning pollution of rivers and streams.

Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated pursuant to all applicable rules prior to their release into a river or other body of water.

No material shall be burned at the project site unless otherwise specified in the contract or authorized by the NATION and any other appropriate regulatory body.

The Contractor will be required to maintain all work areas within the project boundaries free from dust or debris that would cause a hazard or nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

Bid Form Section C

Bidder: _____

To: Cherokee Nation

Bid will be assigned to: STOUT Construction, Company, Inc under a construction management contract previously executed.

Date:

Gentlemen: The undersigned, hereinafter referred to as "Bidder(s)", in compliance with your SOLICITATION FOR BIDS for Durbin Speaker Village, having examined the Plans and Specifications, Addenda and Bid Package Summary of Work as prepared by STOUT Construction, Inc., James R Childers Architects, and site of the proposed project including the availability of materials, equipment and labor, hereby proposes to furnish all labor, materials, equipment and supplies to construct the project in accordance with the contract for all expenses incurred in performing the work required under the CONTRACT DOCUMENTS, of which this PROPOSAL is a part.

Bidder must supply proof of insurance for General Liability and Workman's Compensation. Cherokee Nation, STOUT Construction Company, and all Design Team members must be listed as the additional insured in regards to the General Liability policy.

Bidder acknowledges the following addendum: _____
(Indicate addendum date on form)

Bond Rate (Bond costs to be included in the base bid): _____

Bids for specified bid package:

Bid Package #: _____ Description: _____

Bid Amount (words): _____

(\$ _____)

Bid Package #: _____ Description: _____

Bid Amount (words): _____

(\$ _____) Bid Package #: _____ Description: _____

Bid Amount (words): _____

(\$ _____)

Combined bid for multiple scopes of work:

Bid Package #s: _____ Description: _____

Bid Amount (words): _____

(\$ _____)

Applicable Alternates:

ALTERNATE #: _____ Description: _____

Bid Amount (words): _____

(\$ _____)

ALTERNATE #: _____ Description: _____

Bid Amount (words): _____

(\$ _____) Bid

ALTERNATE #: _____ Description: _____

Bid Amount (words): _____

(\$ _____)

CORPORATE SEAL

FIRM NAME: _____

BY: _____

TITLE: _____

DATE: _____

Bidder's Name: _____

Telephone: _____

Fax #: _____

Cell #: _____

Email: _____

REQUIRED DOCUMENTATION:
BID FORM
AFFIDAVIT ACKNOWLEDGEMENT LETTER
BID BOND

Affidavits

D

AFFIDAVITS ACKNOWLEDGEMENT FORM

(To Accompany Bid Form)

By signing below, you have received, reviewed and acknowledged all Project Affidavits. Please submit this signed and notarized form attached to your Bid Form in lieu of each individual signed Affidavit.

- 1. Affidavits Acknowledgement Form
- 2. Tobacco Free Affidavit
- 3. Sex Offenders or Mary Rippy Violent Crime Offenders Registration
- 4. Non-Collusion Affidavit
- 5. Business Relationship Affidavit
- 6. Drug Free Affidavit
- 7. Subcontractor Affidavit of Non Payment For Procurement of Subcontract

Agent Authorized by Bidder

Complete Legal Name of Bidder

COUNTY OF _____)

STATE OF _____) SS.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 201____.

Notary Public: _____(SEAL)

My Commission Expires: _____

(Date)

NON-COLLUSION AFFIDAVIT

The following Affidavit is submitted by the Bidder, or Bidder's Authorized Agent:

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and has the lawful authority to execute this Affidavit and the attached Bid. For the purposes of certifying the facts pertaining to the existence of collusion among bidders and between bidders and Owner's officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:
2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any First American Title official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussion between bidders and any First American Title official, agent, or employee concerning exchange of money or other thing of value for special consideration in letting of a contract.
4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the listed owner any money or other thing of value, either directly or indirectly, in procuring this contract.

This bid will not be considered unless this form has been fully completed and signed and certified by the Bidder.

COUNTY OF _____)
STATE OF _____) SS.

The undersigned, as Bidder or Bidder's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder

Signature of Bidder or Bidder's Authorized Agent

Type or print name and title of person who signed above.

Signed and sworn to or affirmed before me on this _____ day of _____, 20____, by the
above named Bidder or Bidder's Authorized Agent.

My Commission Expires: _____

Notary Public

My Commission Number: _____

BUSINESS RELATIONSHIP AFFIDAVIT

The undersigned as Bidder or Bidder's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Bidder's and it's officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Bid.

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that the Bidder does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with the architect, the engineer, or any other party to this project **except, if any, as stated on the lines below.**

The undersigned as Bidder or Bidder's Authorized Agent further swears, affirms, and states that no officer or director of the Bidder has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Bidder has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of the architectural or engineering firm or other party to this project **except, if any, as stated on the lines below.**

If Bidder or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Bidder or Bidder's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Bidder and/or their respective companies or firms **on the lines provided below:**

(THE BIDDER MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES

ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN BIDDER WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT BIDDER AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

This bid will not be considered unless this form has been fully signed by the Bidder, and notarized, dated and completed by the Notary Public

COUNTY OF _____)
) SS.
STATE OF _____)

The undersigned, as Bidder or Bidder's Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Bidder and the signatory.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Bidder

Signature of Bidder or Bidder's Authorized Agent

Type or print name and title of person who signed above.

Signed and sworn to or affirmed before me on this _____ day of _____, 20____, by the above named Bidder or Bidder's Authorized Agent.

My Commission Expires: _____

Notary Public

My Commission Number: _____

Subcontract Affidavit of Non Payment for Procurement of Subcontract

STATE OF: _____)

SS. COUNTY OF: _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Subcontractor to submit the attached contract to the State of Oklahoma. Affiant further states that Subcontractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the Subcontract.

Subscribed and sworn to before me this _____ day of _____, 201_.

Notary Public (SEAL)

My commission expires: _____
(Date)

Schedule

E

This schedule is preliminary in nature. It is the responsibility of the subcontractor to maintain contact with the progress of the project and be positioned to respond within 48 hours as directed by the construction manager.

Overall schedule is 10-month duration. A detailed schedule will follow.

SUBCONTRACT AGREEMENT

F

STOUT CONSTRUCTION, INC.
Subcontract

Subcontract Date:

Project Number:

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this agreement is made, entered into and effective as of the date written above ("Subcontract Date") by and between Stout Construction, Inc., an Oklahoma corporation, which may be doing business herein as a general contractor, construction manager at risk, or a design/builder but regardless of such capacity will hereinafter be called the "Contractor", and the "Subcontractor" named below:

CONTRACTOR: Stout Construction, Inc.
Address for notices P.O. Box 1168, Owasso, OK 74055
Telephone: 918-387-0702
Email: accounting@stoutconstruction.net

SUBCONTRACTOR:

Address for notices

Email:

Telephone:

Federal Employer Identification No.

PROJECT:

OWNER:

ARCHITECT/ENGINEER:

Payment and Performance Bonds

- are required
- are not required

Joint Check Agreement

- is required
- is not required

In consideration of the faithful performance of the covenants and agreements herein, to the full satisfaction and acceptance of the Owner and/or Architect and Contractor, Contractor agrees to pay or cause to be paid, Subcontractor, the sum of: \$ [redacted] (the "Subcontract Amount") subject to additions and deletions as provided in the Contract Documents. Sales Tax Included, If Applicable.

The Contractor and Subcontractor agree as set forth below:

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this Subcontract consist of this Agreement and any Exhibits attached hereto; the Agreement between the Owner and Contractor, the Conditions of the Contract between the Owner and Contractor (General, Supplementary, and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Agreement between the Owner and Contractor, and all Modifications issued subsequent thereto. Subcontractor agrees to be bound to Contractor by all of the terms of the Agreement between Contractor and Owner and by the Contract Documents and to assume toward Contractor all of the obligations and the responsibilities that Contractor by those instruments assumes toward Owner.

1.2 All of the above documents are a part of this Subcontract and shall be available for inspection by Subcontractor upon request.

1.3 The Contract Documents have been completely and fully reviewed by the Subcontractor including those documents identified in Exhibit "A" - Contract Documents.

ARTICLE 2 - THE WORK

2.1 The "Work" shall be as set forth in the Contract Documents as identified in Article 1 and is more particularly defined and described in Exhibit "B". The work includes all things inferable from the Contract Documents, and anything and everything necessary or required to completely and satisfactorily perform the Work in accordance with the schedule as defined by the Contractor. The Work is not, and shall not be, limited or defined by any organization of any Contract Documents into divisions or parts. Subcontractor agrees to perform the Work in a good and workmanlike manner, and in accordance with the best construction practices. Skilled and reputable craftsman and laborers shall perform the Work.

2.2 Subcontractor shall submit to Contractor complete shop drawings, data catalog cuts and samples as required by the Contract Documents, within 14 days after execution of this Subcontract or within the time as required by the submittal schedule, whichever is shorter.

ARTICLE 3 - COMMENCEMENT AND COMPLETION

3.1 Subcontractor agrees to commence the Work when directed by Contractor and to diligently and continuously prosecute such Work, and to coordinate the Work with other work being done on the Project by other trades so that Contractor shall not be delayed by any act or omission of Subcontractor in completion of the Project within the time specified in the Contract Documents. Date of Commencement is the ___ day of ___, 20___. In the absence of a specified time, Work shall be scheduled to allow completion of the project by Contractor's schedule. The Work of this Subcontract shall be substantially completed not later than the ___ of ___, 20___. ("Substantial Completion") and finally completed not later than the ___ of ___, 20___. ("Final Completion").

3.2 Time is of the essence of this Subcontract, it being important that this Project be completed on schedule and any breach of same shall go to the essence thereof, and Subcontractor, in agreeing to complete the Work within the times and sequences herein mentioned, has taken into consideration and made allowances for all the hindrances and delays incident to the Work. The Contractor and Subcontractor understand and agree that a breach of this Subcontract as to completion on the appropriate date will cause damage to the Contractor, and further agree that such damage cannot be accurately measured at this time or that it will be excessively difficult. It is thereby agreed between Contractor and Subcontractor that Subcontractor shall pay as LIQUIDATED DAMAGES the sum of Actual Damages per day to Contractor for each and every calendar day that the date of Substantial Completion exceeds the time for Substantial Completion as stated Section 3.1 and as adjusted by any Change Order. Further, and in addition to any liquidated damages paid by Subcontractor for exceeding the time for Substantial Completion, Subcontractor shall pay as LIQUIDATED DAMAGES the sum of Actual Damages per day to Contractor for each and every calendar day that the date of Final Completion exceeds the time for Final Completion as stated Section 3.1 and as adjusted by any Change Order. The Contractor shall have the right to deduct and withhold the amount of any and all such liquidated damages from any and all monies owing to the Subcontractor. All of said remedies shall be cumulative and the Contractor shall not be required to elect any one remedy nor be deemed to have made an election by proceeding to enforce any one remedy. Further, Contractor may, at its sole discretion, elect to seek reimbursement from Subcontractor for its actual damages caused by Subcontractor's failure to meet said deadlines in lieu of liquidated damages.

3.3 A project schedule shall be developed by Contractor which shall schedule and coordinate the times required for each area of work on this project. Subcontractor shall participate and cooperate in scheduling the times and sequences required in Subcontractor's area of work and hereby agree to perform such Work in accordance with the schedule, including all amendments thereto. If the Subcontractor does not cooperate or provide input into the scheduling as requested by Contractor, Contractor will schedule the Subcontractor's work as it deems advisable and Subcontractor shall comply with the Contractor's direction as to scheduling. Subcontractor shall continuously monitor the schedule and advise Contractor of the status of Subcontractor's progress on a regular basis, including information on the status of shop drawings, samples, submittals, and materials or equipment which may be in the course of preparation or manufacture.

3.4 Subcontractor shall immediately notify Contractor of any circumstance which may affect the times and sequences in the schedule, and shall make all requests for extensions of time, in writing, to Contractor sufficiently in advance to allow Contractor to forward the requests in compliance with the Contract Documents.

3.5 Subcontractor's Project Superintendent or Foreman shall report to Contractor's Project Superintendent prior to commencing any work on the Project and report again after any extended absence from the Project in order to advise Contractor's Project Superintendent of the particular phase of Work Subcontractor is about to perform. Subcontractor's Superintendent or Foreman shall attend meetings as scheduled by Contractor's Project Superintendent for the purpose of scheduling all activities on the Project. Subcontractor shall also attend all pre-construction and pre-installation meetings as scheduled by Contractor.

3.6 The Subcontractor agrees that he is an independent contractor under this Subcontract. The Subcontractor is solely responsible for, and has control over, all construction means, methods, techniques, sequences, procedures, and coordination of all portions of Subcontractor's Work, unless the Contractor shall give specific written instructions concerning these matters. Further, the Subcontractor is fully responsible for, and has control over, all construction means, methods, techniques, sequences, procedures and coordination of Subcontractor's Work related to the safety of the Subcontractor's employees and any other persons working in the

area of Subcontractor's Work. Subcontractor acknowledges that Contractor is under no duty to ensure the safety of Subcontractor's employees, that such duty is Subcontractor's alone and that Subcontractor shall take all measures necessary to protect the safety of its employees pursuant to the applicable regulations of the Occupational Safety and Health Act and other safety related laws and/or ordinances, and Subcontractor shall completely indemnify, save, and hold harmless Contractor from any and all safety-related citations, claims, damages, causes of action, and/or penalties arising out of Subcontractor's failure to discharge its responsibilities as set forth in this paragraph. Subcontractor further acknowledges that its duties and responsibilities as set forth in this paragraph are in addition to and cumulative of its other responsibilities relating to safety contained in this Subcontract, including, but not limited to, Article 11.2.

3.7 If Subcontractor is responsible for any delays in the time and sequence of the schedule, Subcontractor shall pay Contractor for all costs and damages suffered by Contractor as a result of such delays, including any damages assessed against Contractor under the Contract Documents.

3.8 In the event that Subcontractor's performance of the Work is delayed or interfered with for any reason and for any period of time, by acts or omissions of Owner, Contractor, Architect or other subcontractors, Subcontractor may, within five (5) days of the occurrence of such event, give notice to Contractor requesting an extension of time for the performance of the Work, but Subcontractor shall not be entitled to any increase in the Subcontract Amount or to damages or additional compensation as a consequence of such delays, hindrances, acceleration, obstructions or interference. If such notice requesting additional time is not given, Subcontractor shall be deemed to have waived any right that Subcontractor may have had to an extension of time.

3.9 Any time Subcontractor is behind schedule in its Work, Subcontractor shall, at its own expense, perform any overtime work necessary to bring its Work back on schedule. Contractor may, at any other time, direct Subcontractor to perform additional overtime work; and Contractor shall pay any costs above those associated with routine work, including premium time but not additional profit.

ARTICLE 4 - THE SUBCONTRACT AMOUNT

4.1 This Subcontract Amount shall be the total sum paid to Subcontractor, except as it may be amended by Change Order as hereafter set forth.

4.2 Payment shall be subject to the terms and conditions of this Subcontract.

ARTICLE 5 - PROGRESS PAYMENTS

Contractor shall pay Subcontractor Monthly Progress Payments as follows:

5.1 Progress Payments will be made to Subcontractor payable in Owasso, Oklahoma, on or about the 25th day of each month, in an amount equal to 95 percent of the value of labor and materials incorporated by Subcontractor in the Work and, where authorized by the Contract Documents, of materials stored in a manner acceptable to Owner, Architect, and Contractor, less the aggregate of previous payments. The Contractor shall pay the Subcontractor each Progress Payment on the day specified or within three working days after the Contractor receives payment from the Owner, whichever is later. Payment to Contractor by Owner is a condition precedent to Contractor's duty to pay Subcontractor. It is the intention of the parties that the right of Subcontractor to payment shall be limited to payments from the fund consisting solely of the amounts Owner pays to Contractor on account of the Work. Subcontractor promises to look for payment only from that fund. Subcontractor acknowledges that it relies on the credit of Owner, not Contractor, for payment of the Work. Contractor shall have no obligation to pay Subcontractor more than the amount it receives from Owner of account of the Work, less any markups or costs incurred by Contractor and to which Contractor is otherwise entitled. Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract on account of the Work.

5.2 Subcontractor shall, within fourteen (14) days after execution of this Subcontract, and before the first Application for Progress Payments, submit to Contractor a **Schedule of Values** of the various parts of the Work aggregating the total sum of this Subcontract made out in such detail as the Contractor or Contract Documents may require, and supported by such evidence as to its correctness as Contractor may direct. This schedule, when approved by Contractor and Architect, shall be used as a basis for Applications for Progress Payments, unless later found to be in error. In applying for each Progress Payment, Subcontractor shall submit a statement based upon this schedule, and on forms preapproved by Contractor.

5.3 Subcontractor shall submit to Contractor Applications for Progress Payments complete with sufficient breakdown data to permit checking and approval, and in a form acceptable to Contractor, sufficiently in advance to permit Contractor to forward the Applications as required by the Contract Documents, but not later than the 20th day of each month.

5.4 Payments for materials or equipment not incorporated into the Work, but delivered and suitably stored at the site or elsewhere, shall only be made where permitted by, and in accordance with, the terms and conditions of the Contract Documents. In the event of any loss or damage to stored items, any insurance covering loss or damage shall insure and protect Contractor's or Owner's title and right of possession to such materials.

5.5 The amount of each Progress Payment to Subcontractor shall not exceed the percentage of completion allowed to Contractor by Architect for the Work of Subcontractor, less the specified retainage.

5.6 Subcontractor shall pay for all materials, equipment, and labor used in or in connection with the performance of this Subcontract through the period covered by previous payments received from Contractor; and no Progress Payments shall become due until Subcontractor has furnished satisfactory evidence to verify compliance with this requirement, including execution of the Affidavit, Release of Lien, and Waiver of Claim attached hereto as Exhibit "E," and as required by the Contract Documents.

5.7 Payments otherwise due, either Progress Payments or Final Payment, may be withheld by Contractor because of defective work not remedied, claims filed, failure of Subcontractor to make payments properly to its Subcontractors for materials or labor, or for applicable taxes, fees, and fringe benefits or reasonable doubt that the Subcontract can be completed for the balance of the Subcontract Amount then unpaid, or for any other breach of this Subcontract. If the said causes are not removed, on written notice, Contractor may rectify the same at Subcontractor's expense. Contractor may offset any sums due Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Subcontractor to Contractor. Subcontractor agrees that all Progress Payments and Final Payment mentioned in this Subcontract Agreement are subject to Owner's acceptance of all Work performed by Subcontractor and Contractor's receipt of payment from Owner for Subcontractor's Work and Contractor's Work. It is the intention of the parties that the right of Subcontractor to payment shall be limited to payments from the fund consisting solely of the amounts Owner pays to Contractor on account of the Work. Subcontractor promises to look for payment only from that fund. Subcontractor acknowledges that it relies on the credit of Owner, not Contractor, for payment of the Work. Contractor shall have no obligation to pay Subcontractor more than the amount it receives from Owner of account of the Work, less any markups or costs incurred by Contractor and to which Contractor is otherwise entitled. Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract on account of the Work.

5.8 Owner's acceptance of Subcontractor's work is a condition precedent to Contractor's obligation to pay Subcontractor for that work. Contractor shall not be obligated to make payment for work for which the Owner has not paid Contractor.

5.9 No payment to Subcontractor, either Progress Payments or Final Payment, shall operate as an approval of Subcontractor's Work or material, or any part thereof.

5.10 No payment hereunder shall become due until after Subcontractor furnishes Contractor with Subcontractor's document numbers for any applicable business licenses or sales tax permits, Subcontractor has provided a fully executed Subcontract to Contractor, and until Subcontractor has fully complied with Articles 7 and 10 of the Subcontract.

ARTICLE 6 - FINAL PAYMENT

Final Payment of the balance of the Subcontract shall be made in Owasso, Oklahoma as follows:

6.1 Final Payment shall be the unpaid balance of the Subcontract Amount, and shall become due when the Work described in this Subcontract is fully completed and performed in accordance with the Subcontract and the Contract Documents and is satisfactory to Owner, Architect, and Contractor.

6.2 Subcontractor's application for Final Payment shall be in the same form specified in Article 5 of this Subcontract.

6.3 Final Payment, constituting the entire unpaid balance of the Subcontract Amount, shall be made by the Contractor to the Subcontractor when: (a) Subcontractor's Work is approved and accepted by Owner, Architect, and Contractor, (b) Subcontractor delivers to Contractor all manuals, "as-built" drawings, guarantees, and warranties for material and equipment furnished by Subcontractor, or any other documents required by the Contract Documents, (c) Subcontractor complies with all close-out requirements of the Contract Documents; (d) Subcontractor furnishes Contractor satisfactory evidence that all labor and material accounts incurred by Subcontractor in connection with his Work have been paid in full, (e) Subcontractor furnishes to Contractor a complete Affidavit, Release of Lien, and Waiver of Claim in the form attached hereto as Exhibit "F" and as required by the Contract Documents; (f) Subcontractor furnishes written consent of the surety of Subcontractor for final payment if the Subcontractor is required to be bonded in this Contract; and (g) receipt of Final Payment for Subcontractor's Work by Contractor from Owner. It is the

intention of the parties that the right of Subcontractor to payment shall be limited to payments from the fund consisting solely of the amounts Owner pays to Contractor on account of the Work. Subcontractor promises to look for payment only from that fund. Subcontractor acknowledges that it relies on the credit of Owner, not Contractor, for payment of the Work. Contractor shall have no obligation to pay Subcontractor more than the amount it receives from Owner of account of the Work, less any markups or costs incurred by Contractor and to which Contractor is otherwise entitled. Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract on account of the Work.

ARTICLE 7 - PAYMENT AND PERFORMANCE BONDS

7.1 Subcontractor shall provide Payment and Performance Bonds in the full amount of this Subcontract if required by Stout Construction, Inc. Bonds shall be written with a surety acceptable to the Contractor, and such surety must be on the current U.S. Treasury Circular 570 of sureties approved for federal contracts. See attached Exhibit "D" for required form.

7.2 The premiums for these Bonds shall be paid by Subcontractor, and the cost thereof is included in the Subcontract Amount.

7.3 Subcontractor shall include the cost of any increase in bond premiums in any Change Order Requests submitted to Contractor, and shall pay the increased premium applicable to an approved Change Order.

ARTICLE 8 – CHANGES

8.1 The Work to be performed under this Subcontract may be modified by changes by Contractor; and the Subcontract Amount as set forth in Article 4 shall be adjusted by written Change Order in accordance with this Subcontract. Subcontractor further agrees that the dates, sequencing, and durations indicated in the construction schedule are, without the prior consent of Subcontractor, or any surety or sureties, subject to change, however minor or cardinal, at the discretion of Contractor

8.2 A change in the Subcontract Amount or the construction schedule shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions of the Work, and no claim that the Owner or Contractor has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amount due or a change in any time period provided for in construction schedule.

8.3 Subcontractor expressly agrees that Subcontractor's sole remedy for any delay or acceleration of the construction schedule, interference or other hindrance with performance, suspension of, or other changes in the sequencing or duration(s) of the Work arising from or related to any cause whatsoever shall be an extension of time only and that Subcontractor shall make no claim or demand to the Owner or Contractor for damages, of any kind, including any for increased or impact costs and/or extended overhead on account thereof. Subcontractor further agrees that Subcontractor shall not be entitled to payment or compensation of any kind from Contractor or the Owner for any increased costs or other direct, indirect or impact damages of any kind on account of any delay, acceleration, suspension of, interference or other hindrance arising from or related to any cause whatsoever in the progress of the Work. In the event Subcontractor chooses to litigate, in court or arbitration, any such delay, acceleration, suspension, interference, or other hindrance claim or demand for damages, compensation, or payment of any kind and does not prevail on any such claim or demand, Subcontractor agrees that Contractor shall be entitled to recover from Subcontractor all of the fees and expenses of its attorneys and any other expenses incurred in the entire legal proceeding, regardless of whether said legal proceeding also included other claims or demands not arising from or related to any such delay, acceleration, suspension of, interference or other hindrance of any kind to the Work.

8.4 No alterations, increases, or decreases shall be made in the Work as shown or described by the Contract Documents, except on the written order of Contractor; and when so made, the value of the Work or materials added or omitted shall be computed and determined by Subcontractor, subject to the written approval and acceptance by Contractor, and the amount so determined shall be added or deducted from the Subcontract Amount. Subcontractor shall have no claim for additional Work, or changed Work unless such Work has been done in pursuance of a written order from Contractor. Any extra work performed without such written order will be at Subcontractor's expense. **THE REQUIREMENT OF A WRITTEN CHANGE ORDER, SIGNED BY THE CONTRACTOR AND SUBCONTRACTOR, AND APPROVED BY OWNER IF REQUIRED, IS A CONDITION PRECEDENT TO SUBCONTRACTOR COMMENCING SUCH WORK OR HAVING ANY RIGHT TO PAYMENT FOR ANY EXTRA WORK UNLESS FIRST APPROVED IN WRITING IN ADVANCE BY CONTRACTOR. ALL CLAIMS FOR COMPENSATION NOT MADE IN STRICT ACCORDANCE WITH THIS PARAGRAPH ARE WAIVED AND FORFEITED.**

8.5 For changes in the Work that affect the cost of the Work or construction time, Subcontractor shall notify Contractor of the scope of any change in cost or time within five (5) days after receipt of the proposed change and shall submit the actual Change Order Request within ten (10) days or two (2) days prior to the date set forth in the Contract, whichever is shorter. Furthermore, if Subcontractor claims that Contractor is requesting it to perform work that Subcontractor believes is not within the scope of the

Subcontract Work and desires to receive additional compensation therefor, Subcontractor shall give notice of such claim for extra and/or additional work to Contractor within five (5) days after Contractor's order to perform such work, and Subcontractor shall not perform such work until an agreement is reached between Contractor and Subcontractor as to whether any additional compensation shall be paid. If additional compensation is to be paid, a written change order will be executed pursuant to Article 8.2 above. Subcontractor's notice of claim shall be in the form of a Change Order Request, as stated in Article 8.4 below.

8.6 The Change Order Request shall consist of the detailed cost estimate outlining the changes in the Work and detailed documentation justifying proposed changes in time. This estimate shall be computed in accordance with accepted estimating procedures and in accordance with terms of the Contract Documents, and the costs for labor and materials shall be at prevailing rates in the Project area.

8.7 If Owner, Architect, or Contractor disputes the validity or amount of a Change Order Request submitted by Subcontractor, but instructs Subcontractor to proceed with the Work pending resolution of the dispute, Subcontractor shall promptly commence such disputed Work and expeditiously complete it.

ARTICLE 9 - TEMPORARY FACILITIES AND SERVICES

9.1 Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools, and equipment in order to ensure the timely completion of Subcontractor's Work.

ARTICLE 10 - INSURANCE AND INDEMNITY

10.1 Contractor shall not be liable for any loss or casualty incurred or caused by Subcontractor. Subcontractor shall maintain full and complete insurance on the Work until final acceptance of the Project. Subcontractor assumes all risk of loss for all of its Work regardless whether Subcontractor had previously been paid for the Work, and shall restore or repair any of Subcontractor's Work or material caused or resulting from casualties, harm, or risks not insured under any standard casualty or builder's risk policy which might be provided by Contractor.

10.2 COMMERCIAL GENERAL LIABILITY INSURANCE:

Subcontractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence with a \$2,000,000 general aggregate and a \$2,000,000 Products-Completed Operations Aggregate. The CGL insurance general aggregate limit shall apply separately to this project. CGL insurance shall cover liability including, but not limited to liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, broad form contractual liability and the explosion, underground and collapse hazards. The CGL insurance shall also include Medical Expense \$10,000 Any One Person.

Contractor, Owner and any other party required under the General Contract shall be included as an additional insured, to include Completed Operations, "YOUR WORK", under the CGL policy. The additional insured endorsement(s) shall be issued on forms: CG 2010 1001 (ongoing operations) AND CG 2037 2001 (completed operations), or on a form with equivalent wording to be pre-approved by Contractor. A copy of the Additional Insured Endorsement shall be attached to the certificate of insurance provided to the contractor for approval.

This insurance shall apply as primary & non-contributory insurance with respect to any other insurance or self-insurance programs maintained by Contractor or Owner. Subcontractor waives all rights against Contractor, Owner and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL insurance maintained pursuant to this Article 8.1. Subcontractor shall maintain CGL insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate with coverage as specified in this Paragraph 8.1 for at least 2 years following substantial completion of the Subcontract Work.

10.3 WORKERS COMPENSATION INSURANCE:

Subcontractor shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Subcontractor waives all rights against Contractor and Owner, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation policy insurance obtained by Subcontractor pursuant to this Paragraph 8.2. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Oklahoma Worker' Compensation Commission, or a coverage agreement, showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a Project is required for the duration of the Project. Further the appropriate form shall be provided to Contractor and filed with the Oklahoma Worker's Compensation Commission.

10.4 BUSINESS AUTO LIABILITY INSURANCE:

Subcontractor shall maintain a business auto liability insurance limit of not less than \$1,000,000, combined single limit, for each accident. Such insurance shall cover liability arising from the operation of any motor vehicle (including owned, hired and non-owned autos) by Subcontractor, its agents, employees or assigns. Contractor, Owner, and any other party required under the General Contract shall be included as an additional insured under this policy. Subcontractor waives all rights against Contractor and Owner, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability insurance obtained by Subcontractor pursuant to this Paragraph 8.3. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Contractor or Owner.

10.5 EVIDENCE OF INSURANCE:

All policies of insurance shall be written through a company duly authorized to write that class of insurance in the state of Oklahoma, and shall be with insurance companies acceptable to Contractor with an A.M. Best rating of A- VII or better. Prior to commencing the Subcontracted Work, Subcontractor shall furnish Contractor with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Contractor prior to the cancellation of any insurance referred to therein. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any subcontractor of Subcontractor from entering the project site until such certificates or other evidence meeting these requirements, is received and approved by Contractor. Subcontractor's failure to maintain the required insurance may result in termination of this Subcontract at Contractor's option. If Subcontractor fails to maintain the insurance as set forth herein, Contractor shall have the right, but not the obligation, to purchase said insurance at Subcontractor's expense. Subcontractor shall provide certified copies of all insurance, upon request.

Subcontractor shall attach to the certificate of insurance, a copy of the additional insured Endorsement(s) for General Liability and Auto Liability, a copy of the waiver of subrogation for Employers Liability, General Liability & Auto Liability, and a copy of the 30 day notice of cancellation endorsements, for Contractor's review and approval.

10.6 SUB SUBCONTRACTOR'S INSURANCE:

Subcontractor shall cause each subcontractor employed by Subcontractor to purchase and maintain insurance of the types and limits specified above. Subcontractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

10.7 INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR IS LIABLE FOR AND WILL DEFEND, INDEMNIFY, HOLD HARMLESS AND REIMBURSE CONTRACTOR, ITS SURETY, OWNER, ARCHITECT (ANY OTHER DESIGN PROFESSIONALS RETAINED BY EITHER OWNER OR ARCHITECT), THEIR REPRESENTATIVES AND EMPLOYEES, OFFICERS, AGENTS, INVITEES AND LICENSEES OF THE SAME (COLLECTIVELY "INDEMNITEES"), AGAINST:

(A) ALL CLAIMS ARISING OUT OF ANY BREACH OF THIS SUBCONTRACT BY THE SUBCONTRACTOR, OR A BREACH OF ANY AGREEMENT RELATING TO THE WORK OR ANY WORK DONE BY ANY OF ITS SUBCONTRACTORS, OR ANY NEGLIGENT ACT, GROSS NEGLIGENCE, ERROR OR OMISSION BY SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, OR ANY PATENT OR COPYRIGHT INFRINGEMENT ARISING OUT OF THE PERFORMANCE OF THIS SUBCONTRACT BY SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS;

(B) ALL LIABILITIES, CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, CONSULTANT/EXPERT FEES AND COURT/ARBITRATION COSTS, WHICH MAY BE ASSERTED AGAINST CONTRACTOR BY OWNER OR ANY THIRD PARTY RESULTING FROM, OR ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE FAILURE OF SUBCONTRACTOR, OR ANY OF SUBCONTRACTOR'S SUPPLIERS OR LOWER-TIER SUBCONTRACTORS, TO PERFORM ALL WORK REQUIRED WITHIN THE SCOPE OF THIS SUBCONTRACT IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS.

(C) ALL LIABILITIES, CLAIMS AND DEMANDS FOR PERSONAL OR BODILY INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) TO ANY OF THE WORK OF SUBCONTRACTOR OR ANY OTHER WORK OR PROPERTY OF ANY OTHER PARTY, INCLUDING INJURY OR DEATH TO SUBCONTRACTOR'S EMPLOYEES, TOGETHER WITH ANY RESULTING COSTS, LEGAL FEES AND EXPERT/CONSULTING FEES, ARISING OUT OF OR CAUSED BY ANY ACT OR OMISSION OF THE SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, THEIR AGENTS OR EMPLOYEES;

(D) ALL LIENS, OR CLAIMS OF RIGHTS TO ENFORCE LIENS, AGAINST THE PROJECT AND ALL CLAIMS AGAINST CONTRACTOR OR ITS SURETY ARISING OUT OF ANY WORK PERFORMED OR TO BE PERFORMED OR LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED UNDER THIS SUBCONTRACT BY ANY SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS;

(E) ALL COSTS, DAMAGES, EXPENSES AND LIABILITIES INDEMNITEES MAY SUSTAIN BY REASON OF THE FAILURE OF SUBCONTRACTOR TO INDEMNIFY ANY OF THE INDEMNITEES AS REQUIRED HEREIN AND ELSEWHERE IN THE SUBCONTRACT; AND

(F) ALL OTHER COSTS, DAMAGE, EXPENSES AND LIABILITIES (INCLUDING ALL RESULTING COSTS, LEGAL FEES AND EXPERT/CONSULTANT FEES) FOR WHICH CONTRACTOR IS LIABLE TO OWNER UNDER ITS AGREEMENT, OR TO ANY THIRD PARTY WHO MAY BE AFFECTED BY CONSTRUCTION OF THE PROJECT ON ACCOUNT OF OR IN ANY WAY RELATED TO SUBCONTRACTOR'S WORK.

10.7.1 SUBCONTRACTOR'S INDEMNIFICATION OF ANY OR ALL OF THE PERSONS AND/OR ENTITIES INDEMNIFIED IN THIS SUBCONTRACT SHALL, HOWEVER, NOT EXCEED ANY AMOUNTS THAT ARE GREATER THAN THAT REPRESENTED BY THE DEGREE OR PERCENTAGE OF NEGLIGENCE OR FAULT ATTRIBUTABLE TO SUBCONTRACTOR, ITS AGENTS, REPRESENTATIVES, SUBCONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. NOR SHALL SUBCONTRACTOR'S OBLIGATION TO INDEMNIFY UNDER THIS AGREEMENT APPLY TO ANY CLAIM RESULTING SOLELY FROM ANY ACT OR OMISSION OF OWNER, CONTRACTOR, OR OTHER PERSONS OR ENTITIES FOR WHOSE ACTS THEY MAY BE LIABLE.

10.7.2 CONTRACTOR HAS A RIGHT TO WITHHOLD FROM ANY PAYMENTS DUE OR TO BECOME DUE SUBCONTRACTOR AN AMOUNT WHICH, IN CONTRACTOR'S OPINION IS REASONABLE TO PROTECT CONTRACTOR FROM ANY CLAIMS OR LAWSUITS SUBJECT TO THIS INDEMNIFICATION PARAGRAPH. THESE RIGHTS ARE IN ADDITION TO CONTRACTOR'S OTHER LEGAL AND EQUITABLE RIGHTS.

10.7.3 THE INDEMNIFICATION OBLIGATION UNDER THIS PROVISION AND THIS SUBCONTRACT, OR ANY OTHER INDEMNIFICATION OBLIGATION UNDER ANY OTHER SUBPARAGRAPH OF THIS SUBCONTRACT, ARE NOT LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE SUBCONTRACTOR, OR ANY OF ITS SUBCONTRACTORS, UNDER APPLICABLE WORKER'S OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, EMPLOYEE BENEFIT ACTS NOR BY ANY REQUIREMENT FOR INSURANCE, OR THE FURNISHING OF INSURANCE BY SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, UNDER THIS SUBCONTRACT. SUBCONTRACTOR SHALL, HOWEVER, MAINTAIN INSURANCE WITH RESPECT TO THIS INDEMNIFICATION OBLIGATION AND SHALL, IN ADDITION, NAME CONTRACTOR AS AN ADDITIONAL INSURED WHICH COVERAGE FOR CONTRACTOR, AS AN ADDITIONAL INSURED, SHALL NOT BE AFFECTED BY THE ENFORCEABILITY OR APPLICABILITY OF THE ABOVE-REFERENCED INDEMNITY OBLIGATION.

10.7.4 NEITHER FINAL PAYMENT BY CONTRACTOR NOR ACCEPTANCE OF THE WORK PERFORMED BY SUBCONTRACTOR SHALL CONSTITUTE A WAIVER OF THE FOREGOING INDEMNITIES; AND, NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS SUBCONTRACT, THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE SUBCONTRACT FOR ANY REASON WHATSOEVER.

10.7.5 THE ABOVE-REFERENCED DEFENSE AND INDEMNIFICATION OBLIGATIONS SHALL NOT REQUIRE SUBCONTRACTOR TO DEFEND AND INDEMNIFY ARCHITECT OR OTHER DESIGN PROFESSIONALS (OR THEIR REPRESENTATIVES, EMPLOYEES, AGENTS, INVITEES AND LICENSEES) AGAINST CLAIMS ARISING OUT OF THE PREPARATION OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, UNLESS REQUIRED BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.

10.7.6 THE INDEMNITIES AGREED TO BY SUBCONTRACTOR HEREIN EXPRESSLY INCLUDE ALL COSTS OF LITIGATION, ATTORNEY'S FEES, EXPERT/CONSULTANT FEES, SETTLEMENT COSTS AND REASONABLE EXPENSES IN CONNECTION WITH THE LITIGATION OR ARBITRATION WHETHER OR NOT THE CLAIMS MADE FOR LOSS, INJURY, DAMAGE OR PROPERTY DAMAGE ARE VALID OR GROUNDLESS, AND REGARDLESS OF WHETHER THE DEFENSE OF CONTRACTOR IS MAINTAINED BY CONTRACTOR OR ASSUMED BY SUBCONTRACTOR. SUBCONTRACTOR'S DUTY TO DEFEND INDEMNITEES IS AS FOLLOWS:

(A) INDEMNITEES SHALL HAVE THE RIGHT TO SELECT COUNSEL OF THEIR OWN CHOOSING TO DEFEND THEM AND SUCH SELECTION SHALL NOT LESSEN OR OTHERWISE LIMIT SUBCONTRACTOR'S OBLIGATIONS HEREUNDER. CONTRACTOR AT ITS SOLE DISCRETION AND AT ITS SOLE OPTION MAY DEFEND ANY OR ALL OF THE INDEMNIFIED CLAIMS OR TENDER TO SUBCONTRACTOR THE DEFENSE OF ANY OR ALL OF THE INDEMNIFIED CLAIMS. UPON SUCH TENDER BY CONTRACTOR TO SUBCONTRACTOR, SUBCONTRACTOR SHALL BE BOUND AND OBLIGATED TO ASSUME THE DEFENSE OF CONTRACTOR IN THE INDEMNIFIED CLAIMS, INCLUDING THE SETTLEMENT NEGOTIATIONS, AND SHALL PAY, LIQUIDATE, DISCHARGE AND SATISFY ANY AND ALL SETTLEMENTS, JUDGMENTS, AWARDS OR EXPENSES RESULTING FROM OR ARISING OUT OF THE INDEMNIFIED CLAIMS WITHOUT REIMBURSEMENT FROM CONTRACTOR.

(B) IT IS UNDERSTOOD AND AGREED BY SUBCONTRACTOR THAT IF CONTRACTOR TENDERS THE DEFENSE OF AN INDEMNIFIED CLAIM TO SUBCONTRACTOR AND SUBCONTRACTOR FAILS OR NEGLECTS TO ASSUME THE DEFENSE THEREOF, CONTRACTOR MAY COMPROMISE AND SETTLE OR DEFEND ANY SUCH SUIT OR ACTION, AND SUBCONTRACTOR SHALL BE BOUND AND OBLIGATED TO REIMBURSE CONTRACTOR FOR THE AMOUNT EXPENDED BY IT IN SETTLING OR COMPROMISING ANY SUCH CLAIM, OR IN THE AMOUNT EXPENDED BY CONTRACTOR IN PAYING ANY JUDGMENT RENDERED THEREIN, TOGETHER WITH ALL REASONABLE ATTORNEYS' FEES AND COST OF LITIGATION INCURRED BY CONTRACTOR BY REASON OF ITS DEFENSE, SETTLEMENT OR COMPROMISE OF SUCH INDEMNIFIED CLAIMS.

10.7.7 THE INDEMNITIES AGREED TO HEREIN ARE TO BE CONSTRUED IN COMPLIANCE WITH THE APPLICABLE LAW, INCLUDING OKLAHOMA INSURANCE CODE. IF ANY ONE OR MORE SECTIONS, CLAUSES, SENTENCES OR PARTS OF THIS SUBCONTRACT SHALL FOR ANY REASON BE QUESTIONED AND ADJUDGED INVALID, SUCH JUDGMENT SHALL NOT AFFECT, IMPAIR OR INVALIDATE THE REMAINING PROVISIONS OF SUBCONTRACT, BUT SHALL BE CONFINED IN ITS OPERATIONS TO THE SPECIFIC PROVISIONS SO HELD INVALID, AND INAPPLICABILITY OR INVALIDITY OF ANY SUCH SECTION, CLAUSE, PROVISION OR PART SHALL NOT BE TAKEN TO AFFECT OR PREJUDICE IN ANY WAY THE REMAINING PART OR PARTS OF THIS SUBCONTRACT.

ARTICLE 11 - SUBCONTRACTOR'S RESPONSIBILITIES

In addition to the other obligations required by this Subcontract and the Contract Documents, Subcontractor shall perform the following and abide by all applicable "general conditions" attached to this subcontract:

11.1 The Subcontractor shall take necessary precautions to properly protect the work of other subcontractors from damage caused by operations under this Subcontract. The Subcontractor shall cooperate with the Contractor, other subcontractors, and the Owner's own forces whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, or the Owner's own forces.

11.2 Subcontractor shall take all reasonable safety precautions with respect to its Work, shall comply with all safety measures initiated by Contractor, including compliance with Contractor's Safety Policies, and with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons in accordance with the requirements of the Contract Documents. Subcontractor shall report immediately to Contractor any injury to any of Subcontractor's employees at the site. Subcontractor agrees to comply with Stout Construction, Inc.; Safety Rules are available at Stout Construction: Exhibit "G." Subcontractor agrees that the Contractor may, at its sole discretion, either back-charge or withhold from any payments due to the Subcontractor under the terms of this contract the total amount of all OSHA fines levied against the Contractor that are a result of the Subcontractor's failure to comply with OSHA standards.

11.3 Subcontractor shall not subcontract, assign, or transfer this Subcontract or any part thereof or amounts due hereunder without the prior written consent of Contractor.

11.4 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Subcontractor warrants its work for a period of one year from the date of Final Completion of the

Project, or for such longer period as may be specified in the Contract documents relating to the time period for Contractor's warranty to the Owner. In the event that the Contract Documents specify a longer warranty period, the longer time period shall control the period of Subcontractor's warranty. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

11.5 Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations, and orders, of any public authority bearing on the performance of the Work under this Subcontract. Subcontractor shall secure and pay all permits, fees, and licenses necessary for the execution of the Work and shall pay all local, state, and federal taxes in connection with the Work, and agrees that all costs thereof are included in the Subcontract Amount. When required by Contractor, Subcontractor will furnish satisfactory evidence showing that all such payments have been made. Subcontractor shall promptly review all Contract Documents and report in writing to Contractor any variance to such codes, laws, ordinances, rules and regulations. If Subcontractor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, and without giving such notice to Contractor, Subcontractor shall assume full responsibility therefore, and shall bear all costs and damages attributable thereto.

11.6 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by Subcontractor or anyone directly or indirectly employed by Subcontractor, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors, and other employers on the site. In the event the Subcontractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Subcontractor shall immediately stop the Work in the area affected and report the condition to the Contractor in writing. The Work in the affected area shall resume in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Contractor and Subcontractor, or by arbitration as provided in this Subcontract. The Subcontractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

11.7 Subcontractor shall comply with all federal, state, and local tax laws, social security acts, unemployment compensation acts, and worker's compensation acts, insofar as applicable to the performance of this Subcontract, and shall comply with all procedures, rules, and regulations with regard to nondiscrimination issued or to be issued by any local, state, or federal government or agency, including the Equal Employment Opportunity Commission, insofar as they may apply to the Work.

11.8 Subcontractor shall furnish and pay for, at its own expense, all labor, material, equipment, taxes, permits, and license fees, labor fringe benefits, insurance, and bond premiums and all other things and costs required to completely perform the Work in accordance with this Subcontract.

11.9 Subcontractor will save and keep the Project, and the lands upon which it is situated, free from all mechanic's liens and all other liens by reason of the Work or any labor, materials, or other things used therein. If Subcontractor fails to remove any lien by bonding it or otherwise, Contractor may retain sufficient funds, out of any money due or thereafter to become due by Contractor to Subcontractor, to pay the same and all costs incurred by reason thereof, and may pay or bond said lien or liens and costs out of any funds at any time in the hands of Contractor owing to Subcontractor; nothing herein shall prevent Subcontractor from filing its own lien if otherwise entitled to do so.

11.10 Subcontractor will clean-up and haul away all debris occasioned by the Work done hereunder, and will at all times keep the Project and premises clean. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If after twenty-four (24) hours' notice by Contractor to Subcontractor, Subcontractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Contractor has the right to proceed with the clean-up work at Subcontractor's cost and expense.

11.11 Subcontractor shall cooperate with Contractor and other subcontractors whose work might interfere with Subcontractor's Work, and shall participate in the preparation of coordination of drawings in areas of congestion, specifically noting and advising Contractor of any such interference.

11.12 All of Subcontractor's workmanship, materials, submissions, and samples shall be subject to the approval of Owner, Architect, and Contractor.

ARTICLE 12 - DELAY/DEFAULT/DEFECTS/TERMINATION

12.1 If Contractor determines, in its sole discretion, that Subcontractor is delaying the Work or is behind schedule, Contractor may notify Subcontractor in writing or otherwise, and Subcontractor shall, within 24 hours thereafter, commence to furnish whatever materials are required by Contractor, employ additional workers; as required by Contractor, and/or work additional or overtime hours, as required by Contractor so as to diligently cure each delay and timely complete the Work. If Subcontractor shall fail to comply with

said requirement, Contractor shall have the right at any time thereafter to furnish said materials and/or employ said additional workers, contract with additional subcontractors, and/or work said overtime hours, and charge all expenses thereof against Subcontractor and deduct same from the Subcontract Amount. Should the amount or balance due on said Subcontract be insufficient to cover this deduction or any other offset or deduction provided hereunder or due Contractor at law or in equity, Subcontractor shall immediately remit the difference to Contractor upon demand. Contractor may also terminate this Subcontract, but the obligations of Subcontractor shall survive termination.

12.2 Subcontractor shall promptly, and no later than 24 hours after receiving written notice from Contractor, commence to correct to Contractor's satisfaction, any defects in materials and/or workmanship. If Subcontractor fails or refuses to proceed with and complete the correction of the rejected Work timely, Contractor has the right to have the defects remedied and to charge all expenses incurred in same to Subcontractor, as provided in Article 12.1 above, or terminate the Subcontract with Subcontractor immediately or as otherwise provided in any written notice.

12.3 If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with this Subcontract or otherwise to perform its obligations under this Subcontract, and fails within three (3) days after receipt of written notice to commence and continue correction of such default or negligence with such diligence and promptness, as Contractor in its sole discretion determines, the Contractor may, without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract amount exceeds the expense of finishing the Subcontractor's Work, such excess shall be paid to the Subcontractor; but if such expense exceeds such unpaid balance, the Subcontractor shall immediately pay the difference to the Contractor upon demand.

12.4 Contractor may order Subcontractor at any time and/or from time to time, at and for its convenience, to stop work on the Project by notifying Subcontractor in writing of same. Subcontractor shall stop work immediately upon receipt of said notice or as directed therein.

12.5 If Subcontractor fails to begin, continue and/or complete the Work timely, whether or not Contractor should suffer or allow Subcontractor more time than required under this Subcontract, then, in that event, Subcontractor hereby agrees to indemnify and hold Contractor harmless from any loss, damage or liquidated damages, resulting therefrom which Contractor may suffer or be compelled to cure under its Contract with the Owner.

12.6 Should Subcontractor be responsible, in whole or in part, for delaying the work of Contractor or other subcontractors, then, and in such event, Contractor shall be entitled to any damages for such delay so caused by Subcontractor.

12.7 In the event of termination of this Subcontract for any reason, Contractor may, in whole or in part, (1) take over Subcontractor's work in progress, whether or not delivered to or installed at the job site, (2) use Subcontractor's tools and equipment, whether owned, leased, or rented, without liability for damage or wear and tear, except as provided below, (3) use Subcontractor's materials, scaffoldings, storage facilities, personnel, purchase and supply contracts, labor contracts, sub-subcontracts and all other assets of Subcontractor, to complete the Work assigned to Subcontractor hereunder and otherwise satisfy Subcontractor's obligations hereunder. Should Contractor exercise any of these rights, after applying all offsets, credits and payments, Contractor shall be liable to Subcontractor only for the actual value at wholesale of the items consumed or rented, the actual costs of necessary repairs on returned items and the rental value of rented or leased items, at the lesser of actual rental costs or published tables covering such items' rental value, and then only to the extent actually theretofore paid for by Subcontractor. Contractor's liability to pay Subcontractor hereunder shall be discharged as provided elsewhere in this Subcontract.

12.8 Contractor shall not be liable to Subcontractor for any delay to Subcontractor's Work by reason of fire or other casualty, or on account of riots, strikes or other combined action of workmen or others, or on account of any acts of God or any other cause beyond Contractor's control, or on account of any circumstances caused or contributed to by Subcontractor.

12.9 Under no circumstances shall Contractor be liable to Subcontractor for any damages, special, compensatory, punitive or otherwise, due to the breach of any express or implied duty or obligation of Contractor arising under this Subcontract.

12.10 All remedies granted Contractor herein are in addition to, and not in lieu of, those available to Contractor, at law or in equity. To the extent the Contractor's offsets, credits, payments, damages and attorneys' fees and costs exceed any balance due Subcontractor, Subcontractor shall immediately upon demand pay such difference to Contractor.

12.11 Contractor may at any time, with seven (7) days' notice to Subcontractor and its sureties, terminate the Subcontract for the convenience of Contractor for any reason and without any default under the Subcontract. In the event of such a termination for convenience and notwithstanding any other provision of the Subcontract to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive as its entire and sole compensation its actual necessary and reasonable costs of performing the Work to the date of termination, as determined by an audit of the Subcontractor's records, plus a reasonable mark-up for overhead and profit as to such Work only, but in no event shall such amounts due hereunder exceed the total Subcontract Amount. Subcontractor shall make

its records available at reasonable times and places for Contractor's audit. The Subcontractor shall not be entitled to a claim for lost profit or any other damage pertaining to work not yet performed to the date of termination. In the event any termination of the Subcontractor for default under this paragraph is later determined to have been improper, the termination shall automatically be deemed a termination for convenience, and the Subcontractor shall be limited in its recovery strictly to the compensation provided for in this subsection.

12.12 Contractor may withhold amounts otherwise due under this Subcontract or any other contractual arrangement between the parties to cover Contractor's reasonable estimate of any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible hereunder. Appropriate adjustments to withholdings shall be made when the exact amounts owed hereunder are determined.

12.13 This Article 12 shall not be deemed a limitation of rights or remedies which the Contractor may have under federal law, under state mechanics' lien laws, or under applicable labor or material payment bonds, unless such rights or remedies are expressly waived by the Contractor.

ARTICLE 13 – ARBITRATION

13.1 Any controversy or claim between the Contractor and the Subcontractor arising out of or related to this Subcontract, or the breach thereof, may be settled by arbitration, the sole discretion of Contractor. Such arbitration may be conducted in the same manner and under the same procedure as provided in the Contract Documents with respect to claims between the Owner and the Contractor, except that a decision by the Architect shall not be a condition precedent to arbitration. If the Contract Documents do not provide for arbitration, or fail to specify the manner and procedure for arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. The option of whether or not to arbitrate is left solely to the discretion of Contractor.

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

ARTICLE 14 – GENERAL

14.1 This Subcontract and the other Contract Documents shall be read so as to complement one another. However, in the event of an irreconcilable conflict in the terms thereof, the provisions of this Subcontract shall have precedence over the terms of the other Contract Documents, unless the terms of the other Contract Documents impose a stricter requirement on Subcontractor. In the event that other Contract Documents do impose a stricter requirement, such stricter requirements shall control and be binding on Subcontractor.

14.2 For settlement of jurisdictional disputes, decisions or interpretations of the National Labor Relations Board will be immediately accepted and complied with by both Contractor and Subcontractor.

14.3 This Subcontract is subject to the approval of Subcontractor by Architect and Owner.

14.4 This Subcontract shall be interpreted under the laws of the State of Oklahoma. Furthermore, Subcontractor agrees that the venue for any proceeding, in court or in arbitration, between the parties to this agreement shall lie exclusively in the District Court for Tulsa County, Oklahoma, or the United States District Court for the Northern District of Oklahoma, as may be the case. If any proceeding shall be prosecuted, in court or in arbitration, by either party to enforce this Subcontract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in the prosecution of such proceeding.

14.5 Each party has contributed to the preparation of this Subcontract, none of the parties hereto shall be deemed exclusively the "drafter" of this Subcontract for the purposes of interpreting or construing any of the provisions hereof, and this Subcontract shall not be construed in favor of or against any signatory hereto. The captions, titles, and paragraph headings used in this Subcontract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Subcontract or any paragraph, article, or provision therein.

14.6 This Subcontract contains the entire agreement between the parties. Any executory agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such executory agreement is in writing and signed by both an officer of Contractor and Subcontractor. All negotiations and agreements prior to the date of this Subcontract not included herein are hereby voided. The terms and provisions of this Subcontract shall extend to and be binding upon the heirs, successors, executors, administrators, trustees, and lawful assigns of the parties hereto. No provision in this Subcontract shall create or give to any third parties a claim of right of action against Contractor or Owner beyond such as may legally exist in absence of such provision. In the event one or more of the provisions of this Subcontract or any application thereof shall be invalid, unenforceable, or illegal, the

enforceability and legality of the remaining provisions and any other application thereof shall not in any way be impaired thereby. Further, any failure by Contractor to enforce any part of this Subcontract from time to time shall not operate as a waiver of that provision or any other provision herein

14.7 This Subcontract contains the following Exhibits:

- | | |
|---|---|
| Exhibit "A" - The Contract Documents | Exhibit "E" - Affidavit and Partial Release of Lien |
| Exhibit "B" - The Scope of Work | Exhibit "F" - Affidavit and Final Release of Lien |
| Exhibit "C" - Sample Form of Certificate of Insurance | Exhibit "G" - Jobsite Safety Requirements |
| Exhibit "D" - Payment Bond and Performance Bond Form | Exhibit "H" - Application for Payment |
| Exhibit "I" - Sex Offender Affidavit | |

IN WITNESS WHEREOF, the parties have executed this Subcontract as being effective on the date herein first above written.

Stout Construction, Inc.



CONTRACTOR

SUBCONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

State Contractor License no.: N/A

State Contractor License no.:

Bid Packages and Descriptions

G

00 General Instructions- applies to all packages

- 3A Concrete
- 4A Masonry
- 5A Misc Metals
- 6A Millwork
- 6B Wood Framing (Labor and Materials)
- 7A Asphalt Shingles
- 7B Metal Roofing
- 8A Storefront/Glass/Glazing
- 8B Hollow Metal
- 8C Wood Doors
- 8D Hardware
- 8E Installation (Doors, hardware, partitions, accessories)
- 9A Drywall
- 9B Painting
- 9C Floorcovering
- 11A Food Service Equipment
- 12A Window Treatments
- 21A Fire Protection
- 22A Plumbing
- 23A HVAC
- 26A Electrical
- 31A Earthwork
- 32A Landscaping and Irrigation
- 33A Utilities

00-----GENERAL INSTRUCTIONS- APPLIES TO ALL BID PACKAGES:

- Bidder (subcontractor) shall provide a proposal that is consistent and fully encompasses this bid package.
- Any variation from the bid package may render the proposal invalid by the Owner, Architect or Construction Manager.
- No clarifications or submission on a form other than the bid form provided as a portion of this bidding manual will be accepted.
- Owner, Architect and Construction Manager reserve the right to evaluate any discrepancies on a case by case basis.
- Bidder (subcontractor) shall provide a proposal consistent across all construction documents. This includes but is not limited to: construction drawings, specifications, Addenda, Requests for Information (RFI's), Architects Supplemental Instruction (ASI's), officially issued clarifications, etc.
- Subcontractor shall strictly adhere to and follow all Federal, State, Local, and OSHA and STOUT Construction safety policies and safety regulations including on-site safety meetings.
- Bidder is responsible for site and weather controls as related to their scope, including but not limited to:
 - Dust control- Water and water trucks while on site for the duration of this scope of work, temporary partitions or HVAC construction prefilters as required for this scope of work.
 - Street sweeping and truck washing as required for this scope of work.
 - Traffic Control as required for this scope of work.
 - Provide temporary power and lighting as required for this scope of work.
 - Provide all temporary barriers, walkways and enclosures for safety and weather protection as required to maintain the project schedule.
 - Provide protection hot, cold or inclement weather conditions for this scope of work.
 - If required, provide dewatering of all areas as required to complete this scope of work.
- Contractor is responsible to get all materials for this scope of work to the job site, as well as in and out of the building at their cost.
- Provide multiple mobilizations necessary to complete this scope of work inclusive in the cost.
- Provide all layout as required for this scope. The Construction Manager will provide elevation benchmark and building control points only. Provide field measurements and coordination with any and all other trades as part of this bid package.
- Provide protection of materials until accepted by the Architect and STOUT.
- Subcontractor shall be responsible for any and all costs incurred as a result of remedial work required due to damage by subcontractor. All repairs required to return items to previous condition shall be approved by GC prior to commencement of repair work.
- Provide daily clean up and remove from site all debris and all excess materials created by this scope. This includes removing/organizing excess materials from the site, throwing away daily trash from work activities and broom cleaning the work each day. Subcontractor shall be responsible from keeping all areas free and clean of all debris at all times.
- If excavation is a portion of respective scope of work, all haul off and legal disposal is to be included as a portion of this contract.
- Subcontractor shall provide all hoisting, lifts, scaffolds, rigging, cranes, etc. required for a complete installation.
- Receive, unload, inventory, and provide proper secured storage of all materials. Construction Manager will not receive or sign for any materials for any scope of work.
- Provide 48-hour courtesy notice of material deliveries to the STOUT Project Superintendent; Superintendent will direct location of laydown or staging.
- Subcontract shall send a representative with the authority to make decisions on behalf of the Subcontractor to project coordination meetings prior to the beginning of the Subcontractor's work, during, and after completion of the work as required for coordination of the project.
- Subcontractor's onsite superintendent or foreman will attend all project coordination meetings while onsite or as requested by the construction manager.
- Subcontractor's project managers will attend meetings at the requests of the construction manager.
- All subcontractors will be required to attend coordination meetings at a minimum two weeks prior to mobilization.
- Construction manager is not responsible for the theft or vandalism of any materials or equipment. Subcontractor is to take all measures necessary to prevent losses. Losses shall not delay the schedule.
- If required by this scope, subcontractor to ensure that all utilities are properly located via the "Oklahoma One-Call System" prior to excavation.
- Subcontractor will maintain at all times, a suitably sized and skilled crew to proceed rapidly and logically through the work per the direction of the jobsite superintendent, project manager and project schedule (original or amended).

- A dedicated onsite superintendent or foreman will be identified for dissemination of jobsite communication between the Construction Manager and Subcontractor's field personnel.
- Provide layout, product submittals, field measurements, coordination with any and all other trades, fees, inspections, permits, tests and certifications as required by law or jurisdictional oversight will be paid by that specific trade.
- Provide instructions of Owner's personnel on operation of systems and startup of systems as detailed in the contract documents. This shall be performed at the time the equipment is first started (during construction) and upon final completion. Provide electronic files or all operation and maintenance manuals, warranties, as-builts and any other close out document upon ninety percent (90%) completion of this scope of work. Progress payments will be withheld in the event of all close out document having not been received according to this provision of the subcontract.
- Provide lifts with a "boot and diaper" protection to prevent marking the concrete floor.
- Extra items, if and only if requested by the Construction Manager or Owner, will have a markup not to exceed the requirements set forth in the construction documents. A fully detailed breakdown including, however not limited to, labor, materials, equipment and incidentals will be required for any additional work. All requests for change order pricing must be turned in within three (3) working days of the request for a price. Any extra work tickets are to be submitted monthly for review and approval. Changes in scope are subject to limited overhead and profit of 15% aggregate or as specified in the contract documents.
- Subcontractor shall diligently process submittals, expedite material deliveries and to supply adequate manpower and resources to complete work on this project in accordance with the Construction Manager's master schedule, including the individual milestone completion dates, in order to meet the Owners installation dates and object installation and commissioning. If inadequate progress by the Subcontractor is evident, the Construction Manager may direct the Subcontractor to take immediate remedies at no additional cost to the Construction Manager or Owner. Subcontractor shall cooperate and work harmoniously with other trades in achieving these completion dates, and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
- Submittals are to be processed in accordance with the contract documents and directives of STOUT Construction. Electronic submittals are to be properly labeled, and bookmarked.
- Provide separate close out documents as directed and required by the specifications, contract documents, STOUT Construction and industry best practices
- Submit to the Construction Manager a self-performed, typewritten pre-punch list for work of this contract, or any concealed work as part of subcontractor's quality control procedures.
- Fully document as-built conditions weekly and provide drawings and information as required by the Contract Documents for this full scope of work.
- All STOUT Construction Job Sites are tobacco and drug free, inclusive of e-cigarettes and vaping.
- Notify SCI if an impactful discrepancy is found between this summary and the construction documents.
- Any and all required testing and/or inspections related to subcontractors work shall be scheduled in writing 24 hours prior to testing/inspections with the project superintendent. All failed tests/inspections shall be corrected and retested/inspected at the subcontractors expense. All subsequent work completed in conflict with failed tests/inspections shall be removed and replaced at subcontractors expense.

3A Concrete

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Submittal data, shop drawings, mix designs as described in plans and specifications

Follow all ACI Hot/Cold procedures as required.

Provide non-shrink grout as required at base plates.

Provide all necessary permits and fees by AHJ (curb cut permits, traffic control, etc.)

Layout, surveying and staking. The Construction Manager will provide elevation benchmark and building corners only. Field measurements and coordination with other trades is part of this Subcontractor's work.

Include termite treatment and product submittals

Provide all necessary concrete work including but not limited to: footings, all thickened slab, thickened edges, aggregate base, slab on grade, curb and gutter, sidewalks, retaining walls, light pole bases, elevated slabs (seal all edges and penetrations to minimize concrete leakage), equipment pads and any other concrete work identified on construction documents.

Provide and install all concrete reinforcing (including WWF and post tension when applicable) necessary for a complete concrete installation. Include all necessary shop drawings.

Provide all labor and equipment to complete all concrete saw cutting as required and identified in the construction documents including at building tie-ins, approaches, control joints, etc.

Include all excavation required, removal of spoils from site (or as designated by Construction Manager), and backfill necessary for this work.

Install all anchor bolts, embeds, steel pipe bollards, etc. (provided by others) in foundations or slabs as required by construction documents.

Provide and install all accessories required in construction documents including form work, foundation insulation, water stop, vapor barrier (including tapping all joints and inspection by third parties), insulation, curing compounds, add mixtures, warning plates, expansion materials, clean crushed stone for slab on grade, sidewalks, and concrete paving, form materials for keyed joints, etc...required for a complete slab assembly per contract documents.

Provide all concrete pumping, wheeling, etc. for this work.

Final sub grade preparation. This Subcontractor will blade off, prepare final sub grade and dispose of material in preparation of concrete activities. No dirt or concrete shall be placed in GC dumpster.

Skim coat/rub down of all exposed stem walls.

Purchasing, receiving, unloading, sorting, and installation all reinforcing steel (including dowels) for S.O.G. as specified. Material shall be ordered in lengths to minimize splicing of reinforcement bars.

Provide & Install all traffic, ADA signage and striping as required by the documents and AHJ.

Protection and cleanup of transport routes. Fill ruts caused by subcontractor's work, seed or sod damaged areas, clean roadways immediately after work.

Provide & Maintain Concrete Washout Area/Bucket/Box. Washout area to be removed by this contractor at the end of this scope or when directed by the Construction Manager.

Concrete to be finished flush or slightly below FF to accommodate the final finished floor surface. It will be the responsibility of this contractor to grind any high areas/spots down.

Provide all colored concrete, stamped concrete, when applicable.

Mechanical, Electrical and Utility penetrations are to be installed by their respective tradesmen.

Coordination with plumbing, mechanical and electrical trades for rough-in, stub-ups and block-outs, as required.

Provide concrete plant quality control personnel on site for all pours exceeding 90CY.

Provide site clean-up of all related debris generated by subcontractor's work when directed by GC/CM superintendent.

4A Masonry

Includes work described in specification: 042200 Concrete Masonry Units, 044300 Stone Masonry, 044313 Adhered Stone Masonry Veneer, 047200 Cast Stone Masonry

Coordination with plumbing, mechanical and electrical trades for rough-in, stub-ups and block-outs, as required.

Required accessories as shown in the drawings and/or identified in specifications.

Water repellent coating for masonry surfaces.

All dowels associated with this scope. Drill and epoxy all dowels per specifications and/or EOR and manufacturer's recommendations.

Provide all reinforcing in masonry assemblies with proper laps.

Layout, shop drawings—engineered as required, data sheets, samples.

Block (CMU, bullnose block, burnished block, glazed block, etc.), brick, stone, manufactured stone, cast stone and incidentals, mortar, grout, accessories, insulation, PVC flashing, wall ties, concrete reinforcing for masonry work, etc. for the entire masonry system.

Waterproof membrane, vapor barriers, that are integral with the work both within the masonry envelope and CMU walls.

Salvage demolished brick for miscellaneous patching. Salvage pilaster brick for rebuilding of pilasters.

Responsible for infill/patching where equipment has been removed.

Receive, unload, and provide proper storage of materials furnished and installed by this Subcontractor.

Cleaning of all joints to be caulked. Strict adherence to design measurement tolerances will be maintained. Gaps created by poor quality control will be replaced at no cost to the Owner or caulked and the cost charged to this subcontractor.

Weather protection for stored materials and top of walls. Stored materials and top of walls shall be covered at the end of each day due to ever changing weather conditions.

Sample panels (mockups) for stone, cast stone and block to establish quality control as outlined in the documents and acceptable to the Architect/Owner

Equipment, scaffolding, wall ties, masonry anchors, flashings including adhesives and related components, wicking materials, control joint gaskets, and slab protection from masonry activities including equipment traveling on the slab.

Clean and wash down of all work.

Protect all adjacent surfaces during subcontractor's work.

Cleanup and removal of all masonry debris from the jobsite. The masonry subcontractor will include dumpster(s), trucks and pick up and haul off equipment as directed by the job site Superintendent at regular intervals to provide a safe and clean jobsite. Masonry debris shall NOT be placed in GC dumpster.

All temporary barriers and walkways and enclosures for safety and weather protection.

Weather protection including all cold, hot and inclement weather protection to maintain the project schedule including the proper additives.

Weather protection for stored materials and top of walls, brick and block protection from weather and soil stains and temporary bracing of masonry walls.

Protection of slab during all activities. The slab on grade is the finished product and must be protected.

Install, properly brace, plumb, level, install proper spreader bar, and fully grout hollow metal frames that are installed in CMU as it relates to this scope.

This bid package includes all bracing/shoring required for temporary use. ee. Include all bullnose corners as shown in plans.

Rake cavity side of all veneer masonry in order to minimize buildup of grout in wall cavity. All cast stone joints shall be on shims or mortar raked back to allow joint sealant

Provide and install all support angles, lintels, flashing required for masonry assemblies.

5A Misc Metals

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Work included in specifications: 051200 Structural Steel, 053100 Steel decking, 055000 Metal Fabrications
Provide and erect structural columns, beams, joists, deck, angles, trusses, ladders, steel plates and related connections.

Provide anchor bolts, layout plan, and templates.

Install all drill and epoxy anchors identified in project documents (install of imbedded bolts by others)

Provide qualified welders per plans and specifications

Provide all required structural angles, studs, shrouding, lintels, and bollards per construction documents

Provide and install all metal decking attaching to structural steel. Install per plan documents.

Coordinate all required inspections with on site superintendent a minimum of 24 hrs prior to requested inspections.

Provide all deferred engineering per plans and specifications when applicable

Provide and install any and all shrouding required per plans and specifications

6A Millwork

Include all work described in specifications: 064116 Plastic laminate faced architectural cabinets

Provide all labor, material, layout, freight, tools/equipment and all other items required for a complete, operational, finished and fully functional finish carpentry/millwork assembly per the project documents and best industry practices and/or standards.

All necessary vanities, base and upper cabinets, window sills, fixed shelving and countertops.

Provide and install all necessary edging, hinges, pulls, sliding door hardware, drawer slides, catches, shelf supports, wardrobe, coat hooks, locks, fasteners and hardware needed for a complete installation.

Includes all necessary solid surface, stainless steel and laminate tops.

Provide and install all necessary sink cutouts and data & electrical cutouts

Protect all other finished surfaces/areas during installation.

Provide and install KV shelving and display case(sliding glass and glass hardware by others).

This trade will be required to clean up trash and materials daily.

Install all undermount sinks (sinks provided by div 22)

Provide all required shop drawings, samples, product data within 14 days of subcontract award.

All materials to be ordered within 5 days of approved samples and submittals

Perform field dimensioning and measurements on GC/CM schedule.

Provide and install all fillers and caulking between cabinets

Provide and install all required wall panels

Provide blocking and backing plans and details in submittal info

6B Wood Framing (Labor and Materials)

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Provide engineered shop drawings and installation details

Provide and install decking, clips and fasteners as shown.

Provide and install roof trusses and associated blocking, bracing, as recommended by truss mfg

Provide all wood framing including in wall blocking, roof blocking and temporary framing

All hold-downs, clips, hangers, fasteners, galvanized fasteners, plates, anchors and/or embeds, Simpson products required for a complete system.

All trusses, joists, studs, column posts, headers and associated plywood, engineered lumber, wood sheathing, roof sheathing, lap siding, bracing, kickers, metal furring channels.

All fascia, soffit, and siding panels/siding per plans

All Hilti epoxy for concrete anchors and/or embeds.

7A Asphalt Shingles

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Asphalt shingles, underlayment, gutters and downspouts.

7B Metal Roofing

Include specification sections XXX, XXXX

All materials, fasteners, equipment, labor, taxes, fees and accessories for a complete warrantable assembly per project documents including but not limited to:

Standing seam roof panels including mechanical seamer when applicable.

Metal soffit panels and wall panels.

Trim, flashing, crickets, caps, and accessories as required by mfg.

Underlayment and/or moisture barriers as part of a warrantable assembly.

Rigid insulation

Ice and water shield

Snow guards

Gutters and downspouts

Subframing, blocking, furring, backing plates

Closures and weatherseal

Roof curbs of any description

Strip vent

Panel sealants, seam sealants, gaskets, separator strips, exposed sealants, as required by mfg.

Remove protective coverings and strippable films upon completion

Clean finished surfaces upon completion of installation as recommended by mfg

If product is a substitution, subcontractor assumes all collateral related costs incurred by other trades (i.e. special roof curbs, lightning protection anchoring brackets/adhesive)

Seal all roof penetrations according to warranty requirements and mfg recommendations.

Provide pre-installation notice and installation letter for all roof systems.

8A Storefront/Glass/Glazing

Includes all materials, labor, equipment, shipping, storage, incidentals, etc. required to complete a full scope of storefront, curtainwall and glazing work, including but not limited to:

Storefront Systems

Windows

Glazing

All door hardware for aluminum doors (including electrified hardware, wire harnesses and power supplies as required)

Door openers

Pivots

Thresholds

Sweeps

Weather stripping

Removal & Storage of Stained Glass Window, See Note 11 on A002.

It is agreed and understood that shop drawing submittals shall be submitted within twenty-eight (28) calendar days after notice of award.

Includes sealed shop drawings, design calculations and details stamped by a Professional Engineer licensed in the State of Oklahoma as required in the Contract Documents.

Coordinate closely with approved Structural Steel shop drawings and Construction Manager to ensure opening sizes are accurate and coordinated / communicated to allow prompt ordering of material and glass to maintain project schedule.

All break metal and pre-finished metal panels associated / within the storefront and curtainwall systems shown on the drawings.

Reference all elevations for Alternates.

Provide and install all architectural glazing films as specified and shown in the contract documents.

All pre-finished metal flashing required to provide a turn-key system and installation.

All low voltage wiring of hardware provided. Provide all wiring harnesses to provide a complete and operational door as designed. Power provided by electrician.

All glazing for hollow metal window frames, side lites, doors and windows

All blocking and shims required for a turn-key system and installation.

All spray foam, sealants and joint sealants required for all framing on both internal & external sides.

Coordinate closely with electrical subcontractor for all hardware requiring a power source.

Coordinate and sequentially install work with other trades to ensure a warranted, weather-tight installation and building envelope.

Provide glass for trophy case

Provide and install solar film.

Includes a separate mobilization for a final clean of all glass at completion of the project per SCI direction

Provide temporary protections as a result of subcontractor delay in material procurement

Provide all required closeout materials identified in specifications

8B Hollow Metal

Provide all material, delivery, off-loading, applicable taxes

As specified in 081113 Hollow Metal Doors and Frames

All hollow metal doors and frames as specified by the Contract Documents.

All frames shall be labeled by opening number in accordance with the Construction Documents.

Fire Rated doors and frames as specified in the Contract Documents.

Concealed reinforcement plates for hardware installation.

Submittal information

Prep frames and doors for specified hardware

8C Wood Doors

Provide all material, delivery, off-loading, applicable taxes

· As specified in the Contract Documents specification section 081413 Flush Wood Doors

· All wood doors as specified. Wood doors shall be prepped for field finishing and completely prepped to receive s

· All glazed lite kits for all doors and hollow metal window frames to receive glass per the Contract Documents. G
others.

· All anchor plates, louvers and miscellaneous accessories required for this scope of work.

· Coordinate with Electrical and Security trades, and make all accommodations for the installation of exit devices, sensors, etc. as required.

· Supplier to ship all materials F.O.B. jobsite.

Include door louvers

Submittal information per specifications

Label doors according to plans

8D Hardware

Provide all material, delivery, off-loading, applicable taxes

As specified in 087100 Door Hardware

All miscellaneous accessories required for a complete scope of work (material only).

All hardware sets, cylinders, and cores as specified in the Contract Documents.

All electric strikes, power supplies, magnetic hold opens, magnetic locks, and power actuators.

Supplier / Subcontractor agrees that hardware will be bagged by opening and properly identified by marks or tags reflecting door numbering system for easy identification and distribution as required by STOUT.

Coordinate with Electrical and Security trades, and make all accommodations for the installation of exit devices, electric strikes, card access, proximity sensors, etc. as required.

Hardware required for Aluminum doors in storefront / curtainwall, except those hardware items specified in Specification Section 08 4313 – Aluminum-Framed Storefronts.

All hardware templates.

All final keying and cores to be provided at project completion (including aluminum and frameless-glass doors).

Construction cores for all exterior doors, and an additional 10 for interior doors.

Provide keying schedule, submittal information, closeout documents per specifications

8E Installation (Doors, hardware, partitions, accessories)

Provide all labor, equipment and misc fasteners required to install hollow metal, wood doors, toilet partitions, marker boards, fire extinguishers, plaques and toilet accessories.

Provide and install all frames in concrete or masonry assemblies.

Hollow metal frames in new walls installed by others

Install all toilet accessories, partitions

Prior to work, evaluate all inventory and notify GC of any deficiencies

9A Drywall

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

As specified in specification sections: 054000 Cold-formed metal framing, 061053 Misc rough carpentry, 061643 Sheathing, 072100 Thermal Insulation, 072500 Weather Barriers, 078413 Penetration Firestopping, 078446 Fire-Resistive Joint Systems, 092116 Gypsum Board shaftwall assemblies, 092216 non structural metal framing, 092900 Gypsum Board, 095113 Acoustical Panel Ceiling,

Provide and install all metal framing as required.

Provide and install grid ceiling, tiles and insulation.

All trim, expansion joints and covers, and accessories for gypsum board assemblies, including installation of said items.

All wood blocking and in-wall backing as required by the Contract Documents except as modified hereinafter.

Includes tile backer board and moisture resistant board, as specified/noted in the Contract Documents.

Consult with CM prior to installing drywall to ensure all blocking/backing is in place.

Fire-rated sheetrock walls and systems / assemblies.

Install access panels identified by the Contract Documents. Includes the installation of all access panels provided by others to access equipment whether identified within the drawings or not.

Provide control joints as required by the Contract Documents or as required by best industry practices.

Installation of all batt insulation.

All top of wall fire insulation and caulking.

FRP wall panels

Install any and all decking (wood or steel) on CFMF and/or light gauge/wood framing

9B Painting

Provide all labor, material, layout, taxes, freight, tools/equipment and all other items required for a complete, operational, finished and fully functional painting and staining system per the contract documents and best industry practices and/or standards.

As described in specification sections: 099113 Exterior painting, 099123 Interior painting.

Includes all necessary gypsum walls, CMU block, ceilings, floors, doors and frames and finish carpentry per the plans and specifications.

Includes all necessary exterior painting (ie...canopies, tube steel, louvers, grilles, registers, roof vents, exhaust fans and ducts, gas piping, gas regulators, tops and bottoms of all doors, pipe bollards, etc.)

Provide all labor and equipment to clean and seal concrete floors where scheduled.

Include all necessary prep work prior to installing any paint or stain including scraping/cleaning of existing masonry walls.

Painting contractor to protect all other finished surfaces (i.e. electrical covers, light fixtures, escutcheons, etc...)

Provide all necessary shop drawings, product data and submittals per the contract documents.

This trade will be required to clean up trash and material daily.

9C Floorcovering

Includes but not limited to vinyl composition tile, ceramic tile (including wall tile, accent tile, quarry tile, etc) and carpet tile necessary installation per the project documents. Provide all necessary mockups needed for an approved selection.

Includes all necessary accessories but not limited to adhesives, transitions/reducers (schulter, etc...), epoxy grout, waterproofing membrane, grout, thin-set, etc...per the project documents.

Includes all necessary attic stock per the contract documents.

Includes all necessary minor floor prep.

Includes necessary layout for this trades work.

Provide thorough cleaning of all flooring after installation.

Provide and install all scheduled base per finish schedule.

All trash to be placed in GC provided dumpster daily.

11A Food Service Equipment

Includes but not limited to food service equipment and appliances complete with installation and connection to valved utilities.

Remove packing and clean equipment and appliances.

12A Window Treatments

Provide and install window treatments as shown in the plans

21A Fire Protection

Design and provide operable fire protection system per applicable codes

Submit design to authority having jurisdiction for approval and obtain required permits

Provide labor and material to install approved system

Work to terminate 5' outside of building

22A Plumbing

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Provide and install all plumbing equipment/fixtures (including water heaters, water closets, urinals, lavatories, sinks, service sinks, pumps, electric water coolers, etc...), specialties (including floor drains, cleanouts, hydrants, backflow prevention, water hammer arrestors, trap primers, water pressure reducing valves, etc...)

Drain, waste and vent lines

All necessary supports and anchors for this trades work.

Includes all demolition and rebuild of existing gas riser, piping, etc. for a complete and operational gas distribution system.

All necessary gas piping including all necessary underground per the Project Documents (including proper compaction on all ditches). Gas piping in structural storm shelter to be run above the structural slab and down outside of exterior wall so no gas pipe is in the protected space, unless State Fire Marshall rules otherwise.

Domestic water piping including all necessary insulation.

All necessary sewer piping including all associated components for tie in for a complete installation.

All necessary water and sewer. Make all necessary tie ins, all tap fees and equipment, layout, trenching, underground, backfill and proper compaction of all underground ditches. To provide all necessary pipe bed materials (sand, etc...)

Fire caulking/safing of all plumbing penetrations as required.

Caulking of all plumbing fixtures and hookup of Owner provided appliances and kitchen equipment.

All spoils removal created by this trade contractor.

Installation of all CMU block will require this trade to be on site during masonry construction.

All yard cleanouts to be encased in concrete by this trade.

All utility installation to be completed and backfilled prior to soil stabilization. All trenches to be backfilled in 8" maximum lifts, backfill, etc...as required by authority having jurisdiction.

Includes all underground fire line and water service piping to pump house and school with all necessary thrust blocks and backfill to 1' above finished floor.

Include all saw cutting and removal of concrete for new floor drains per construction documents.

Include all disconnecting and reconnection of existing kitchen equipment.

Extend all vent piping thru new roof system per construction documents.

Provide all piping for the relocated freezer.

All necessary labor, copper, taxes, inspections and permits.

Daily clean up of this trades work is mandatory to construct

23A HVAC

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

All required submittal information, shop drawings, physical color samples, etc.

Filters

Certified test and balance

All HVAC notes in plans and equipment schedules

Insulation

Control wiring

All hangers, supports, unistrut and accessories

Relocation and protection of existing units as indicated in contract documents.

Provide all Demolition as it relates to HVAC

Perform and participate in all testing and commissioning.

Includes all condensate lines.

Include patching of roof at penetrations. Coordinate with C.M.

Access doors to valves, meters, etc. required for scope of this bid package whether shown on the documents or not are the responsibility of this Subcontractor (To be installed by others).

All HVAC equipment will be furnished by this bid package. This Subcontractor will be responsible to schedule, accept, inventory, handle, properly store and protect, install, connect, warrant materials and installation etc. for all HVAC equipment and materials pertaining to this bid package.

Coordinate rooftop equipment weights, sizes, locations, and openings / penetrations with Structural steel and Design Team. Cutting of openings shall be by this Subcontractor.

Furnish and install roof curbs for all equipment as required by the Contract Documents.

Layout for all equipment housekeeping pads. Materials and install by others.

HVAC Subcontractor will furnish, install and maintain/replace temporary filters required to protect HVAC equipment during construction and start up and operate HVAC equipment on a temporary basis during construction to remove humidity and maintain adequate temperatures to allow for installation of finishes as directed by the Project Superintendent. New filters are to be installed upon project completion.

Review, verify and coordinate power requirements for all mechanical equipment.

All ducts are to remain clean and sealed until installed. Subcontractor will be responsible for cleaning all ductwork and components, including detectors, if they get dirty.

26A Electrical

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Upon award, subcontractor shall maintain temporary power to the STOUT onsite trailer and disconnect at conclusion of the project.

Provide all Demolition as it relates to Electric, Communications & Fire Alarm

Temporary Power to facilities to remain in use.

Layout of all concrete to be demolished as it relates to this Bid Package (Demolition by others)

Equipment starters

Provide and maintain temporary lighting to all rooms in the building for use throughout Construction. Remove as directed by SCI.

Provide and maintain sufficient and adequate temporary power to the building for use through the duration of the project. Power must support the use of welders, mixers, masonry / concrete saws, hand tools, etc.

Remove upon project completion. Temporary power to jobsite trailer is by others)

Subcontractor shall provide permanent power as required to operate HVAC equipment on a temporary basis during construction to remove humidity and facilitate climate control for the installation of finishes as directed by the project superintendent.

Include dusk to dawn lighting at temp power pole.

Give a week's advance notice prior to delivery of gear to the project site.

Include all support materials for electrical, Security, Fire Alarm, and (Tele/Data) Communications systems as described by the contract documents. Strut, hangers, all- thread, trapezes, and hardware Etc.

Provide pull strings in any unoccupied conduits.

Include all lighting flanges, clips, accessories, et cetera as required to provide recessed lighting as shown.

Include all disconnects, starters, motor connections, and terminations to all Mechanical and Plumbing equipment as indicated by the contract documents. Coordinate with the Mechanical / Plumbing Subcontractor to verify power requirements prior to installation.

All flow and tamper switches including interface with fire alarm system.

Power, raceways, and control wiring to all ADA push buttons, magnetic door holders, openers, closures, etc. including interface with fire alarm system.

Sleeves, trenching, boring, or coring as required for installation of electrical lines/conduits.

Backfill, compaction, and concrete as result of trenching, saw cutting, boring, and coring.

All piping penetrating a bearing wall or footing must be sleeved and location must be approved by the Structural Engineer. Link Seals must be provided at all exterior wall penetrations.

Patching of roof at penetrations. Coordinate with C.M.

Attend concrete pours to verify locations and elevations of stub-ups, and block outs, etc. to ensure they are in the correct location as concrete is poured.

All grounding and bonding of electrical system as required by contract documents and/or by code. Whichever of the two are more stringent will take precedence.

Provide a complete working Fire Alarm system as described in the contract documents in conjunction with what is required by design through authority having jurisdiction.

All control wiring and duct detectors shall be furnished and installed by this Subcontractor.

A complete working Security System as described in the contract documents.

Complete working Tele/Data (Communications) System as described in the contract documents (i.e. locker room shot clocks).

Subcontractor to provide all necessary hoisting, lifts, cranes, etc. required for a complete Electrical, Communications, Security, and Fire alarm systems scopes of work.

Identification for all systems as required by code and or specified. Whichever is the more stringent will take precedence. Includes labeling of all devices, panels, and end units.

Access doors to valves, meters, etc. required for this bid package whether shown on the documents or not are the responsibility of this Subcontractor (To be installed by others).

dd. Replace any bulbs / lamps which have failed or are missing upon project completion.

Perform and participate in all testing and commissioning as indicated in the contract documents as well as that required by jurisdictional authorities.

Complete fire alarm testing until final fire marshal's inspection is passed.

Layout of all equipment housekeeping pads. Concrete will be placed by others.

All lighting fixtures, poles, anchor bolts (site light concrete pole bases by others)

Provide labor, power source and pole to mount site camera

31A Earthwork

Includes work described in the following specifications: soil report, . (In the event of a conflict in the construction documents, the more stringent requirement will apply.)

Includes all materials, labor, equipment, shipping, applicable taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Layout, surveying, and staking. STOUT will provide elevation benchmark and building corners only. Field measurements and coordination with other trades is part of this Subcontractor's work.

Clear and grub areas within contract limits as required for site and execution of the work.

Provide and install silt fence for erosion control prior to beginning work. Clean dirt from roadways and paved areas.

Remove concrete, asphalt, gravel and other site items as labeled on the drawings and as necessary to complete site work package.

Strip topsoil to a minimum depth of 6 inches in all areas of the construction site.

Stockpile, haul from site and legally dispose of waste materials and debris. Accumulation with permission of STOUT.

Excavate backfill, compact (and schedule testing as required), and grade the site to the elevations shown on the drawings as specified herein and as needed to meet the requirements of the construction shown in the Contract Documents.

Includes all necessary import, export, soil stabilization, topsoil, etc...necessary for a complete installation for all building pads.

The site shall be graded such that the water is to drain properly throughout construction and if any standing water occurs it will be the responsibility of this subcontractor to de-water the areas holding water to complete said work.

Use means necessary to prevent dust becoming a nuisance to the public, to neighbors and to other work being performed on or near the site.

Place backfill and fill materials in layers not more than 8" in loose depth.

Uniformly grade the areas within the construction site, including adjacent transition areas.

Repair and reestablish grades in settled, eroded and rutted areas to the specified tolerances.

Saw cut asphalt or concrete paving to full depth where existing concrete or asphalt is to remain.

This subcontractor asserts they have reviewed the existing site conditions.

The final grading of site will not be allowed prior to completion of work by all other subcontractors except for the installation of sod.

Includes all necessary permits and testing required for a complete installation (i.e. erosion control, etc...).

Coordinate all testing (24 hours prior to needing tests) with STOUT as identified in specs. All costs for failed tests shall be charged to this contractor.

Provide all necessary product data, shop drawings and all other necessary submittals required per the plans and specifications.

All Trash and debris to be removed from the site and not placed in GC provided dumpster.

Provide aggregate base as required in paved areas and curbs. This rock will be used during on-going activities and this subcontractor will be responsible for final grading prior to pavement placement.

Repair damage caused by heavy trucks or any of your work.

Locate existing utilities and notify utility providers the area you will be excavating. This contractor will be responsible for damaged utilities.

Provide topsoil suitable for sod/plants installation. This will require raking clods out of soil.

Exclusions:

Aggregate base/drainage layer under floor slab and sidewalks (soil under aggregate base must be compacted and placed by this subcontractor).

32A Landscaping and Irrigation

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Work described in specifications: 328400 Planting Irrigation, 329200 Turf and Grasses, 329300 Plants

Provide plants and grasses as indicated on drawings and described in specifications, including any specified soil treatments, additives, fertilizers, etc. as described in project documents

Provide all irrigation shown or described in plans and specifications including all required irrigation meters, controllers, backflow preventers.

Provide any and all landscape pavers, boulders, and related accessories shown or described in drawings and/or specifications.

Provide sleeving for irrigation lines of the type identified in drawings and specifications.

Provide all required submittal information, drawings, as-builts, owner trainings, warranties, and closeout documents

33A Utilities

Includes all materials, labor, equipment, shipping, taxes, incidentals, permits & fees, inspections & fees, etc. required to complete a full scope of work, including but not limited to-

Work described in specifications: 331000 Water Utilities, 333000 Sanitary Sewerage Utilities

Provide all Sewer and Water lines as shown on drawings.

Provide Storm Drainage system as shown on drawings.

Provide all associated earthwork relative to the installation of utilities including required backfill and haul off of spoils.

Provide all related equipment accessories for required items of work.

Provide all cutting, demolition, tie-in work and all restoration to existing conditions in all areas of attachment to existing utilities.

Update as-builts daily on STOUT on-site plans with dimensions and depths of utilities installed.

Provide tracer wire and tape on all utilities whether specified or not.

Include cost of all domestic meters and impact fees not paid for by Owner.

Provide all utility layouts, staking and surveying from a control point provided by STOUT

Provide all required submittal information, owner training, as-built drawings, and closeout documents