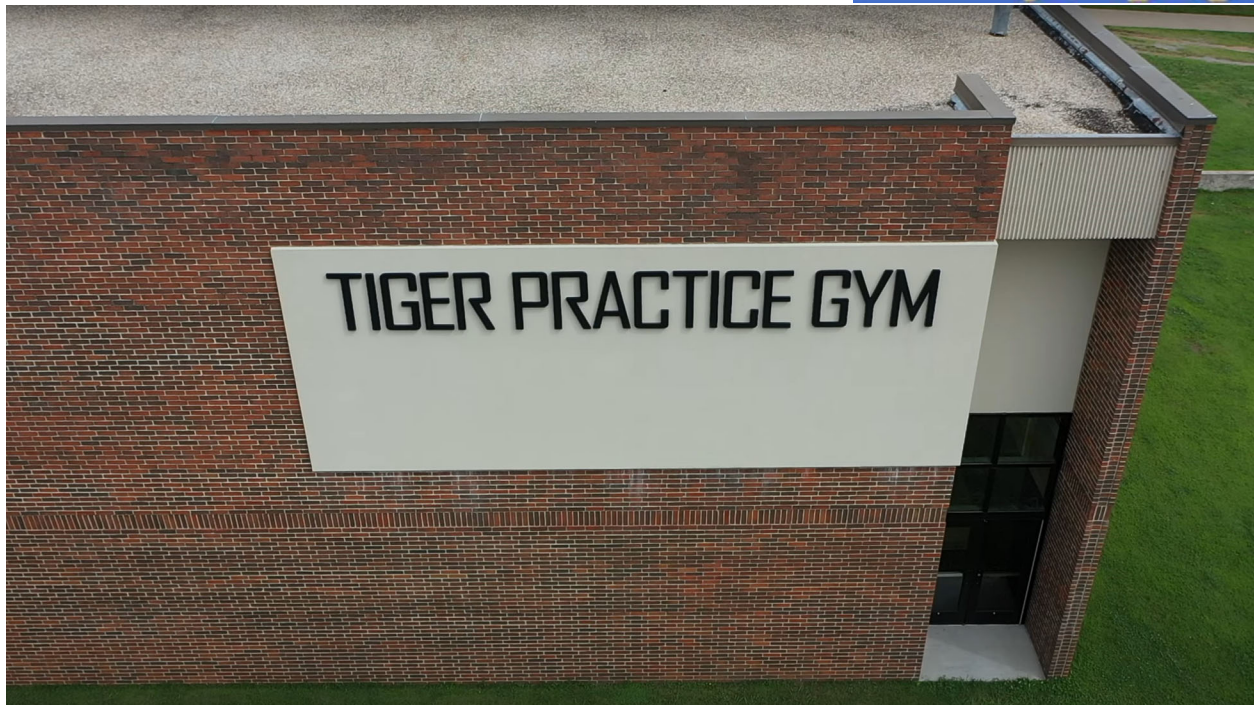


**PRYOR PUBLIC SCHOOLS
HIGH SCHOOL
PHASE 4**

(Demolition Only)



**CONSTRUCTION MANAGER'S BID AND
CONTRACTING MANUAL
MAY 21, 2024**



LOWRY CONSTRUCTION SERVICES, INC.

Construction Managers

1729 S Boston Ave
Tulsa, OK 74119
www.lowrycs.com

P 918.592.2442
F 918.592.0254

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SOLICITATION AND NOTICE FOR BIDS

Sealed Bids for **Pryor Public Schools – High School Phase 4 – Bid Package 1A Selective Building Demolition** will be received by PRYOR PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT NO. 1, MAYES COUNTY, OKLAHOMA, hereinafter referred to as “Owner”, in the Education Service Center, 405 SW 1st Street, Pryor, OK 74361 until **2:00PM, Thursday, June 20, 2024**. Bids will be received, publicly opened and read aloud.

A non-mandatory **Pre-Bid Conference** will be held at **Pryor High School at 10AM on Wednesday, June 05, 2024**.

The bidding process will be in compliance with the Public Competitive Bidding Act of 1974. Bid must be accompanied by a bid security in the amount of 5% of the bid, if the bid equals or exceeds \$50,000.00. By this notice, all provisions of the act apply to this project and are incorporated into notice by reference.

Upon receipt of an acceptable bid, the contract will be awarded within thirty days after the opening of bids and the written contract executed within ten days thereafter.

Drawings, Specifications and Bid Packages for this bid opening will be available on or before Thursday, May 30, 2024, and can be reviewed at the following locations:

www.lowrycs.com/ppshsp4

Pryor Public Schools
Education Service Center
405 SW 1st Street
Pryor, OK 74361

Southwest Construction News
5031 S 33rd West Ave., Ste. 210
Tulsa, OK 74107

ISqFt/Construct Connect

All printing costs are the bidder’s responsibility.

Owner reserves the right to reject any or all bids and to waive informalities or minor irregularities in any bid.

INVITATION TO BIDDERS

Pryor Public Schools, hereinafter referred to as Owner and Lowry Construction Services, Inc., hereinafter called the Construction Manager, will receive SEALED bids to provide the work included in the **Pryor Public Schools – High School Phase 4 – Bid Package 1A Selective Building Demolition** located at 1100 SE 9th St, Pryor, OK 74361, on **June 20, 2024, at 2:00 PM CST**. All **properly sealed and labeled** bids will be received at the Education Service Center, 405 SW 1st St, Pryor, OK 74361, at which time proposals will be opened and read aloud.

All bids are to be **Sealed** and **Clearly** labeled by the project name and bid package on the envelope as described in the Instructions to Bidders. All Bid Affidavits and a **Bid Security**, as stipulated in the bid documents, in the amount of **5% of the bid**, shall accompany the sealed proposal of each bidder if the amount of the bid exceeds \$50,000.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and Holidays, before time set for opening bids, as well as bids received after time set for opening bids, will not be considered and will be deemed non-responsive.

The Contract and Bidding Documents will be available for examination beginning May 30, 2024, at www.lowrycs.com/ppshsp4. Please contact Hutton Lowry hutton@lowrycs.com with questions about bid procedures or documents. Copies of the contract and bidding documents, including the drawings and specifications, may also be reviewed at the Dodge Plan Room, Southwest Construction News and Bid News Construction Reports.

The Owner and Construction Manager will conduct a pre-bid conference at Pryor High School for the purpose of review of existing conditions. The pre-bid conference is scheduled for **10:00AM (CST) on Wednesday, June 5, 2024**.

All Bidders for this project are required to meet all qualification requirements as established in these bid documents. Upon receipt of an acceptable bid, the contract will be awarded within fourteen (14) days after opening bids and the written contract executed within seven (7) days thereafter.

The Owner reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding.

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids:

Lowry Construction Services, Inc. (herein called Construction Manager) acting as Construction Manager for Pryor Public Schools, (herein called the "Owner"), invites bids on the Bid Package(s) form(s) attached hereto, all blanks of which must be appropriately filled in.

All bids shall be sealed and delivered to the Owner at the following address:

Pryor Public Schools
Education Service Center
405 SW 1st Street
Pryor, OK 74361

and designated as: **Pryor Public Schools
High School Phase 4
Bid Package 1A Selective Building Demolition**

In submitting the bid, it is understood that the right is reserved by the Construction Manager to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days after the date of closing of same. All Bidders for this project are required to meet all qualification requirements as established in these bid documents.

If the bid is for \$50,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to Pryor Public Schools, 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 Lowry Construction Services, Inc. in accordance with the terms of the bid. The successful Bidder's security shall be retained until he has signed the contract and furnished the required Labor and Material, Payment Bond, Statutory Bond, Performance Bond, Defect Bond, Insurance Certificates, and all other documents required to be furnished with the Executed Contract Agreement.

2. Proposal Due Date and Time:

Due Date: **June 20th, 2024**
Time: **2:00 P.M. (Local Time)**

Bids will be opened in public by Lowry Construction Services, Inc.

3. Pre-bid Meeting:

- a. Pre-bid meeting scheduled:
June 5th, 2024 at 10:00 AM @ Pryor High School
- b. Attendance at the Pre-bid meeting is non-mandatory.

4. Preparation of Bid:

- a. Each bid proposal must be submitted on the bid package form. All blank spaces for bid prices must be filled in, in both words and figures.
- b. Bidder shall submit proposals using the bid package forms referenced in this document. No modifications, alterations, additions, or deletions can be made to prescribed forms.
- c. Bidders must include with each bid, security in the amount and form and subject to all conditions provided for in the Instruction to Bidders. Bidders must also submit with each bid all affidavits attached herein. This submission must be in accordance with state law.
- c. Bid shall be delivered in a sealed envelope clearly marked with Project Name, Name of Bidder, and Bid Package Number.
- d. **The following documents shall be attached to and made a condition of the bid. Fill out all forms completely and include any notarizations and seals required:**
 - 1) Bid Package
 - 2) Required bid security in the form of (bond, check, 5% of bid if bid of \$50,000 or more)
 - 3) Business Relationship Affidavit.
 - 4) Non-Kickback Affidavit
 - 5) Tobacco Free Affidavit
 - 6) Drug Free Affidavit
 - 7) Non-Collusion Affidavit.
 - 8) Declaration Regarding Prohibition of Sex Offenders and Covicted Felons on School Premises
 - 9) Felony and Sex Offender Affidavit
 - 10) Certification of Compliance with Asbestos Restrictions
 - 11) Certification of Asbestos-Free Construction

5. Qualifications of Bidder:

The Owner or Construction Manager may make such investigations as they deem necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids shall not be accepted. Bidders shall have no outstanding claims, lawsuits, arbitration, mediation or administrative proceedings by or against the Owner or Lowry Construction Services, Inc. at the time of bid submission to be a qualified responsible bidder. The bid of any bidder that does not meet this requirement will be rejected as non-responsive.

6. Bid Security:

Each bid of \$50,000 or more must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to Enter into the Agreement for Construction:

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Agreement. As far as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

It is understood and agreed that the work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Construction Manager before proceeding with the work affected or to be affected by such omissions and discrepancies.

9. Addenda and Interpretations:

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, via email to Hutton Lowry, Lowry Construction Services, hutton@lowrycs.com, and to be given consideration, must be received **no later than 5:00 pm on June 14, 2024**. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All Addenda and CM Clarification so issued shall become part of the Contract documents.

10. Security for Faithful Performance:

Simultaneously with delivery of the executed Agreement for Construction the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner or Construction Manager and licensed to do business in the State of Oklahoma.

11. Power of Attorney:

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. Laws and Regulations:

Pryor Public Schools and Construction Manager are committed to all applicable Oklahoma statutes, and the bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement for Construction throughout, and they will be deemed to be included in the Agreement for Construction the same as though herein written out in full.

13. Sales Tax Exemption:

All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. Pryor Public Schools is exempt from Oklahoma State Sales Tax and Federal Excise Tax. The Owner will provide a letter of tax exempt status which will be an Exhibit to the Subcontract.

14. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within the number of days specified in the bid schedule.

15. Time of Completion:

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" and to substantially complete the project in accordance with the date(s) included in the Lowry Construction Services, Inc. construction schedule. Beginning date, construction rate of progress and time for completion are essential conditions of the contract. The Bidder agrees work shall be performed regularly, diligently and uninterrupted at such a rate of progress as to ensure a complete job within the time specified in accordance with the schedule for construction prepared by the Construction Manager and issued as part of the Bidding Documents. It is expressly agreed that the time for completion is a reasonable time, considering conditions prevailing in the region of the project and global supply chain. Abnormal weather, except for an act of God, shall not be a consideration.

16. Work Under This Contract

Includes all required permits, fees, material, labor, tools, expendable equipment, transportation services, daily cleanup, and all incidental items necessary to perform and complete all of the work required as indicated on the drawings and/or specified herein.

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline													
						4/7	4/14	4/21	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7
1	Advertisement for Bid	21 days	Wed 5/22/24	Wed 6/19/24		Advertisement for Bid 6/19													
2	The Paper - Mayes County	21 days?	Wed 5/22/24	Wed 6/19/24		The Paper - Mayes County 6/19													
5	Tulsa World - Tulsa County	19 days	Fri 5/24/24	Wed 6/19/24		Tulsa World - Tulsa County 6/19													
8	Claremore Progress - Rogers County	19 days	Fri 5/24/24	Wed 6/19/24		Claremore Progress - Rogers County 6/19													
11	Bid Date	0 days	Thu 6/20/24	Thu 6/20/24	4	Bid Date 6/20													
12	Contracting	7 days	Thu 6/20/24	Fri 6/28/24	11	Contracting 6/28													
13	Mobilize	5 days	Mon 7/1/24	Fri 7/5/24	12	Mobilize 7/5													
14	Selective Building Demolition	15 days	Mon 7/8/24	Fri 7/26/24	13	Selective Building Demolition 7/26													
15	Site Clean Up & Demobilize	5 days	Mon 7/29/24	Fri 8/2/24	14	Site Clean Up & Demobilize 8/2													

Project: BP #1A - Demolition
Date: Tue 5/28/24

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____)
COUNTY OF _____) ss

_____, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement.

2. Affiant states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project, is as follows:

(if none, so state)

3. and, any such business relationship then in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project, is as follows:

(if none, so state)

4. and, the names of all persons having any such business relationships and the positions they hold with their respective companies or firms, is as follows:

(if none, so state)

If none of the business relationships hereinabove mentioned exist, then a statement to that effect.

Signed by: _____
Bidder

(printed name and title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (or Clerk or Judge)

My Commission Expires: _____

DRUG-FREE AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____, of lawful age, being first duly

sworn, on oath says that _____ is the agent authorized by Contractor to submit the attached Drug- Free Affidavit to the Owner as stated below, and the County as stated below, in the State of Oklahoma. Affiant further states the following:

1. No employee working on premises under the authority of the contractor will be permitted to use a controlled substance at any time. The Contractor, sub-contractors and suppliers, their agents or employees and any other persons performing any work on behalf of the Contractor, will not be permitted to use a controlled substance at any time.

2. Contractor agrees to prominently display a Notice stating that school property is a drug- free site and that all persons entering school property are subject to random drug testing.

3. Contractor agrees to publish a statement notifying Contractor employees, sub-contractors and suppliers and their agents or employees 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 employees for violations of such prohibition. Contractor agrees to provide all employees engaged in performance of the contract with a copy of the statement.

Project Name: _____ in the District

Number: _____ in the County of

_____ in the State of

Oklahoma.

Signature _____

Subscribed and sworn to before this _____ day of _____ 20____.

My Commission Expires: _____

Notary Public _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says:

- 1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state 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; and
- 2. (s)he 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 state official 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 discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signed by:

Bidder

(printed name and title)

Subscribed and sworn to before me this _____ day of _____, 20 .

Notary Public (or Clerk or Judge)

My Commission Expires: _____

DECLARATION REGARDING PROHIBITION OF SEX OFFENDERS AND CONVICTED FELONS ON SCHOOL PREMISES

_____ ("Contractor") hereby acknowledges that it has a contract with _____ Public Schools, Independent School District No. _____, _____ County, Oklahoma, for services to be performed during normal school hours on school premises. Contractor declares that it has verified and will continue to verify that none of its employees working on school premises during normal school hours shall have been convicted, entered a plea of guilty or a plea of nolo contendere, or received a suspended sentence for a crime or an attempt to commit a crime in the State of Oklahoma, the United States, or any other state for

- 1) any sex offense subject to a Sex Offenders Registration Act or
 - 2) any felony offense within the last ten (10) years unless such an employee has received a presidential or gubernatorial pardon.
- This restriction does not apply to persons who have been convicted of a felony within ten (10) years and who are volunteers, who are performing community service hours under court order, or who are performing services under a supervised work release program.

Contractor acknowledges that, pursuant to 57 O.S. Section 589, it is unlawful for any person who is registered pursuant to the Sex Offenders Registration Act to work with children or to work on school premises.

DECLARATION BY VENDOR

The undersigned, _____ represents that he/she is the

Owner or an officer of _____, who has the authority to make this declaration to the Awarding Public Agency, as required by Section 6-101.48 of title 70 of the Oklahoma State Statutes.

I declare that no employee working on school premises during normal working hours under the authority of the above-named company or business has been convicted in this State, United States or another state of any sex offense subject to the Sex Offenders Registration Act or is subject to another state's or the federal sex offender registration provisions.

I further declare that no employee working on school premises during normal working hours under the authority of the above-named company or business has been convicted of a felony offense within the past ten (10) years in this State, the United States, or another state.

I further understand that Title 57, Oklahoma Statutes, Section 589 provides as follows, to wit:

It is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work in school premises who is registered pursuant to the Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

DATED this _____ day of _____, 20_____.

CONTRACTOR

BY _____ TITLE _____

ATTEST: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

FELONY AND SEX OFFENDER AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

_____ of lawful age, being first duly sworn,

an oath says that _____ is the agent authorized by the Contractor to bind the Contractor to the terms and conditions of this Affidavit. Affiant further states that the Contractor will make all possible efforts and provisions to ensure that any employee or representative sent on school premises for the purposes of delivery, services, work, or for any other purpose, is not in violation of the State of Oklahoma Laws reproduced below. Affiant further states that each and every Subcontractor, Sub-subcontractor, Material Supplier or any other entity performing work, services or any other task, or supplying any material, equipment or other items for the Project, has signed a like affidavit maintained in the Contractors Project File.

State of Oklahoma Law states:

- A. No person or business having a contract with a school or school district for services to be performed during normal school hours shall allow any employee to work on school premises if such employee is convicted in this state, the United States or another state of:
 - 1. Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or
 - 2. Any felony offense except as provided in subsection C of this section or when ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
- B. Every person or business having a contract for services with a school or school district where such services are to be performed on the school premises during normal school hours shall be required to sign a statement declaring that no employee working on school premises under the authority of such person or business is in violation of the provisions of this section.
- C. The provisions of this section shall not apply to volunteers, persons performing community service hours under court order or persons performing services under a supervised work release program. Provided, however, persons performing community service hours or services under work release shall not be allowed to work on school premises at any time after having been convicted of any offense stated in paragraph 1 of subsection A of this section (70 O.S. ss 101.48).

It is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contract for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages (57 O.S. ss 589).

(Project Name)

DATED this ____ day of _____, 20____.

CONTRACTOR

BY _____ TITLE _____

ATTEST: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH ASBESTOS RESTRICTIONS

STATE OF _____)
COUNTY OF _____) ss

The undersigned Contractor, of lawful age, being first duly sworn, on oath says that:

- A. Building materials or products incorporated or installed in the construction of will be free of asbestos or asbestos products of any kind.
- B. Certification of Compliance with Asbestos Restrictions will be included in any sub-contract connected with the performance of work for this project.

DATED this ____ day of _____, 20____.

CONTRACTOR or SUPPLIER

BY _____ TITLE

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CERTIFICATION OF ASBESTOS-FREE CONSTRUCTION

Project: _____ School
_____ Public Schools
Independent School District No. _____
_____ County, Oklahoma

_____ hereby certifies than no asbestos-containing material has been (Contractor)
furnished or installed at the above referenced construction Project.

DATED this ____ day of _____, 20____.

CONTRACTOR

BY _____ TITLE

ATTEST: _____

Subscribed and sworn to before me this _____ day of
_____, 20____.

Notary Public

My Commission Expires: _____



Bid Package 1A – Selective Building Demolition

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Scope of Work.

Scope Package 1A Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

Federal Employers
Identification Number: _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. No exceptions/modifications/comments to these documents may be attached to this proposal.

Acknowledge all scope of work items listed under SCOPE OF WORK

Initial:

Addenda Included

#'s:

CM Clarifications Included

#'s:

SCHEDULE/EXPEDITING/SUBMITTALS

Acknowledge compliance with Demolition Schedule. All Scope of Work to be completed within allotted time.

Initial:

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



APPLICABLE SPECIFICATIONS:

DIVISION 00 – Bidding Requirements and Contract Forms
DIVISION 01 – General Requirements
DIVISION 02 – Existing Conditions
Section 024118 – Selective Building Demolition

As Applicable
As Applicable
As Applicable
Complete

Legends, Notes and Schedules per Plans and Specifications

As Applicable

Definition of Terms

Contractor and/or Subcontractor shall mean Scope Package Bidder.
Construction Manager (CM) shall mean Lowry Construction Services, Inc.
Owner shall mean Pryor Public Schools.
Architect shall mean The Stacy Group.

LCS Clarifications:

ADDENDA:

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Selective Building Demolition Work for the Pryor Public Schools High School Phase 4**, Pryor, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. **(Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work”.)**

1. Provide all selective building demolition complete as indicated and required. Demo existing gymnasium in its entirety. Foundations shall be removed full depth. Infill exiting foundation voids with dirt from the site or import as required to leave the areas smooth and free of debris. Provide positive drainage and erosion control BMPs to prevent soil erosion and sedimentation at the downgradient project boundary, pavement and storm drainage system.
2. Provide all shut-down coordination, make-safe, cutting, and capping of all utilities [Fire, Water, Electrical, Gas, Sewer, Storm, etc] to the existing gymnasium. Utilities are to be capped as far upstream as possible and abandoned lines are to be removed.
3. Sawcut and remove concrete pavement within fifteen (15') of gymnasium exterior.

Lowry Construction Services, Inc.
Pryor High School Phase 4
Architect's Project No. 2201



4. Coordinate pre-demolition conference with CM, Owner, and Architect before start of work. Layout and mark concrete sawcuts with exterior marking paint. Contractor shall provide a clean, straight line for all saw cutting.
5. Provide appropriate dust control measures as required by the Owner and CM.
6. Monitor and prevent all track-out. Contractor is responsible for any track-out created by employees, subcontractor or vendors of said Contractor. Track-outs identified by Owner and/or CM will be addressed and rectified by Contractor within 24 hours of notification.
7. Provide video recording of all existing site and building conditions before start of work.
8. Contractor shall include any Dewatering as necessary to perform the Scope of Work.
9. Work must be performed accordance with the Demolition Schedule. Contractor shall anticipate and understand when their scope of work is to be performed and include all weather protective means as required.
10. Provide all mobilizations, as may be required, for work of this package.
11. Disposal of all demolition debris shall be in licensed sanitary landfills. Contractor shall keep and submit to the Construction Manager, upon request, the following work day, a copy of the previous days manifest and all dump receipts corresponding to each manifest.
12. Contractor shall include daily cleanup of work. Temporary labor will be provided at the Contractor's expense if failure to provide daily cleanup is documented by written notice to correct.
13. Coordinate all work with utility companies/agencies and CM as required. Where utility cutting, capping, or plugging is required, perform such work in accordance with requirements of the utility company or governmental agency having jurisdiction.
14. Provide all dumpsters and hauling to legally dispose of all building demolition debris, concrete trenching materials and excess materials.
15. Protect all items to remain.

GENERAL ITEMS

16. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
17. Contractor is responsible for maintaining a clean and safe working environment in accordance with applicable codes and regulations.
18. Provide all shop drawings, product data, samples, and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, coordination drawings, and product submittals for architect approval as required to properly coordinate the work included in this Subcontract with other trades. Include costs for revising and resubmitting shop/ coordination drawings as needed.
19. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
20. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
21. Subcontractor is required to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
22. Contractor is responsible for all related pumping, bailing, discharge and maintenance thereof including temporary drainage requirements for control of run-off and the prevention of ponding and repair to resulting damaged sub-grades.
23. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
24. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.

Exclusions:

1. Site Demolition.
2. Removal of Concrete Pavement outside of the fifteen (15') gymnasium perimeter.
3. Removal of Asphalt Pavement.
4. Removal of Utilities not connected to the gymnasium.
5. Relocation of HVAC.
6. Silt fence.
7. Exterior and Interior Demolition of adjacent buildings.

LOWRY CONSTRUCTION SERVICES, INC.
SUBCONTRACT

PROJECT DESCRIPTION: **PRYOR HIGH SCHOOL PHASE 4
BID PACKAGE 1A SELECTIVE BUILDING DEMOLITION**

PROJECT LOCATION: **PRYOR HIGH SCHOOL
1100 SE 9TH ST
PRYOR, OK 74361**

This agreement is made to be effective this 27th day of June, 2024, by and between [Subcontractor] (herein called "Subcontractor") and Lowry Construction Services, Inc. (herein called "LCS").

Witnesseth, that Subcontractor and LCS agree as follows:

ARTICLE I. CONTRACT DOCUMENTS. Subcontractor agrees to furnish all material and perform all work as described in Article II for the project in accordance with this subcontract, the Agreement A133-2019 between PRYOR PUBLIC SCHOOLS (herein called "Owner") and LCS, the AIA A201-2017 General Conditions, [#####] Supplementary General Conditions, Division 0 Procurement and Contracting Requirements, Division 1 General Requirements, City of Pryor Construction Standards, Mayes County Construction Standards, International Building Codes 2018, Special Conditions, if any, and Technical Specifications, all contained in the Project Manual dated May 15, 2024, and the Drawings dated May 15, 2024, prepared by The Stacy Group, Inc., (herein called the "Architect"), Addendum No. [#] dated [Month Day, Year], CM Clarification No. [#] dated [Month Day, Year], all of which documents are part of a Contract Agreement between LCS and the Owner dated March 4, 2024 are hereby made a part of this subcontract, and are herein referred to as the "Contract Documents". The Contract Documents are on file at the offices of LCS.

This subcontract contains the entire agreement between Lowry Construction Services and Subcontractor and supersedes all proposals and other communications. This subcontract shall govern in the event of conflict with any provisions in the Contract Documents. Subcontractor shall be bound to LCS by the terms of the Contract Documents and this subcontract, and assume toward LCS all the obligations and responsibilities that LCS by those documents assumes toward the Owner, as applicable to this subcontract. LCS shall be bound to Subcontractor by all obligations that the Owner assumes to LCS under the contract documents and by all the provisions thereof affording remedies and redress to LCS from the Owner, excluding A201 14.4 Termination for Convenience, insofar as applicable to this subcontract. LCS, may at any time, terminate the subcontract, or portions thereof, for LCS's convenience and without cause.

Subcontractor shall be responsible for and have control over construction means, methods, techniques and procedures and hereby agrees to perform all work in accordance with the directions of LCS, to the extent that such directions are not in conflict with the Contract Documents, and further agrees that all work shall be performed by skilled and reputable mechanics, artisans and laborers satisfactory to LCS, and the work to be performed shall fully comply with the aforesaid Contract Documents, and shall meet the approval and acceptance of LCS, the Architect or other representative or agent of the Owner designated in the Contract Documents.

Subcontractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by LCS in their direction or supervision of the Work or by the Architect in their administration of the Contract or by tests, inspections or approvals required or performed by persons other than the Subcontractor.

ARTICLE II. SCOPE OF WORK. The materials and equipment to be furnished and work to be performed by the Subcontractor are:

To completely prepare for, furnish and install all [SCOPE OF WORK], as described in, but not limited to, all of BID PACKAGE [##], of the above mentioned Contract Documents. All references to General Contractor and/or GC in the Project Manual and/or Drawings shall be changed to Subcontractor. Subcontractor shall submit pre-construction photographs prior to commencement of their work. Photographs shall show existing conditions, adjoining construction, site improvements and finish surfaces, that might be misconstrued as damage caused by Subcontractor's work. Subcontractor recognizes the Owner and Contractor's need to keep the work site clean and therefore agrees to the daily removal of all trash and debris incidental to performing the work and leaving the work area "broom clean" at the end of each working day. Subcontractor shall provide, at a minimum, 16 man hours per week of dedicated project clean up. All materials and equipment shall be stored on site in a neat and orderly fashion. Should trash and debris not be cleaned-up on a daily basis, LCS will cleanup related articles and the Subcontractor will be charged accordingly. Should materials and equipment not be stored onsite in a neat and orderly fashion, as deemed appropriate by LCS, LCS will organize related articles and Subcontractor will be charged accordingly. Subcontractor shall, within five (5) business days of LCS's request, provide a complete and comprehensive list of incomplete items. This shall be referred to as Sub-Contractor's List of Incomplete Items. This is a Tax Exempt project.

(herein called "The Work")

ARTICLE III. CONSTRUCTION SCHEDULE. Time is of the essence and Subcontractor shall commence and prosecute the work with the utmost of diligence to final completion in accordance with LCS's construction schedule and directions. Subcontractor shall furnish all supervision, a competent person for OSHA safety, a competent Foreman, sufficient labor, material and equipment for a minimum of forty (40) hours each calendar week or more, as necessary to comply with such schedule and directions. Subcontractor shall be onsite, with sufficient labor, when their work is available to be performed or as directed by LCS. Subcontractor shall reimburse LCS for supervision costs when supervision hours exceed forty (40) per week, or extend beyond regular work hours (Monday – Thursday, 7:00am – 5:00pm), as a result of Subcontractor's failure to diligently prosecute the work. Subcontractor shall fully man and perform their work continuously from start to completion of the project and that crew and site management personnel changes will occur only with prior written approval of LCS. Subcontractor is responsible for all scheduling associated with Testing and Special Inspections relating to their scope of work.

Subcontractor shall notify the Project Superintendent upon arrival and prior to leaving the job site each working day. Subcontractor's workmen shall have in possession, and shall have reviewed, the complete Contract Documents and submittals to an extent enabling them to diligently prosecute the work. Subcontractor shall prepare and continuously maintain on site, a set of drawings and specifications which are to be "red-lined" reflecting field modifications and as-built conditions of the project. Subcontractor shall complete all Punch List items and deliver all Closeouts within 21 calendar days of receipt of Punch List, or sooner, as dictated by Certificate of Substantial Completion.

Subcontractor shall, within fifteen (15) days from the date of this agreement, furnish a comprehensive schedule of values on form AIA G703. Subcontractor shall, within fifteen (15) days from the date of the Letter of Intent, furnish a comprehensive list of all tasks within their scope and their durations. Subcontractor will cooperate and assist in the establishing and updating of the construction schedule and in the coordination of the performance of the work so as to eliminate conflict or interference with the work of others. Upon request, Subcontractor will furnish to LCS evidence that it has arranged for timely delivery of material and equipment. Subcontractor shall, within fifteen (15) days from the date of this agreement, submit all shop drawings, brochures, data and samples as required by the Contract Documents or needed to carry on the work without delay, and shall provide sufficient copies to meet the requirements of LCS and the Architect.

In agreeing to perform the work within the specified time limits, ([Completion of Article II Scope of Work no later than the date stipulated on the Construction Schedule; Substantial Completion of the entire \[Scope of Work\] not later than \[date\]; Final Completion of the entire Work not later than \[date\]](#)), Subcontractor has taken into account and made allowances for adverse weather delays and for delays which should be reasonably anticipated and further recognizes that time extensions will be granted only as provided for in the contract documents. If, as the result of unexcused delays in subcontractor's performance and completion of the work, LCS shall incur additional expense and/or become liable to the Owner because of failure to complete the project within the specified time, then subcontractor shall indemnify and hold harmless LCS against all of such liability and/or additional expense.

Subcontractor is required attend all Project Coordination, Daily Safety, and OSHA Consultation meetings. Subcontractor is required to participate in the state OSHA Consultation Program.

ARTICLE IV. PERFORMANCE AND PAYMENT BOND. Subcontractor shall, concurrent with the execution of this subcontract provide to LCS bonds, guaranteeing the complete performance of all work under this subcontract and the payment of all indebtedness incurred in the performance of the work, with coverage equal to the amount stated in Article V. This bond shall be provided by a surety and in a form satisfactory to LCS.

ARTICLE V. PAYMENTS: LCS shall pay Subcontractor for the complete and satisfactory performance of the work the sum of [\[words\] Cents, \(\\$###,###.##\)](#), subject to additions and deductions for charges as provided herein.

LCS shall make monthly payments to Subcontractor after receipt of payment for the Work from the Owner. The amount of the payment shall be equal to ninety five percent (95%) of the value of Work completed by Subcontractor during the previous payment period, as approved and paid for by the Owner. Applications for payment shall be submitted to LCS, provided said payment is not less than \$1,000.00, on the form AIA G702 and G703, and include a current certificate of insurance, no later than the [Twenty Second \(22nd\)](#) day of each month. Payment will be made to subcontractor on or about the [Twenty-fifth \(25th\)](#) day of the following month providing payment has been received from the Owner for the work, otherwise, payment will be made ten (10) calendar days after such receipt of payment. Non-current insurance and/or As-built documents will be cause for delay in progress payments at the discretion of LCS. Approval and payment of applications does not constitute approval of change order(s) listed on the application.

Subcontractor shall promptly pay all costs and expenses incurred in the performance of this Subcontract as they become due and shall furnish satisfactory evidence and verification of payment when requested by LCS. Subcontractor shall not divert any payments received to the satisfaction of obligations unrelated to the Project. Subcontractor agrees to keep the building or project, to which this Subcontract relates, free and clear of materialmen's and mechanic's liens or other encumbrances arising from Subcontractor's act or contract and shall, at Subcontractor' sole cost and expense, defend against

any claim, lien, suit or proceeding that may be presented or filed arising out of and in the course of performance of this Subcontract. Subcontractor shall, upon request of LCS, promptly purchase and provide an appropriate surety bond relative to any such liens or encumbrances. LCS may require, prior to making any payment that Subcontractor deliver written releases or waivers of all rights to assert any liens, charges or claims for additional compensation upon Project. Subcontractor shall indemnify and hold harmless LCS, the Owner, and the property upon which the Work is being performed from liens and claims of workmen, mechanics, or materialmen arising from the performance of the Work.

LCS may, at its election, pay any amount otherwise payable to Subcontractor under this Subcontract directly to any party as may be required to satisfy Subcontractor's obligation to such party for material or equipment furnished or labor performed on the Project or LCS may make any such payment jointly to Subcontractor and a party to whom payment is due for equipment, material or labor.

LCS may apply any amount payable to Subcontractor under this Subcontract to the satisfaction of any obligation of Subcontractor to LCS, whether or not such obligation arises under this Subcontract or is related to the Project, and any amount that may be payable by LCS to Subcontractor may be applied to the satisfaction of Subcontractor's obligations under this Subcontract, whether or not LCS's obligation to Subcontractor is related to this Subcontract or to the Project.

ARTICLE VI. FINAL PAYMENT. Final payment shall be due when the Work is fully completed and performed in accordance with the Contract Documents, including furnishing all manuals, instructions, warranties, as-built drawings, parts lists, etc. and when the Work has been accepted and paid for in full by the Owner.

Acceptance by Subcontractor of final payment shall constitute a release of all claims against LCS, the Owner, and the Project for work performed and materials furnished, regardless of whether Subcontractor shall have executed a written release.

Issuance of final payment shall not constitute an acceptance of defective or non-conforming work.

ARTICLE VII. INDEMNITY AND INSURANCE. LCS shall not be liable or responsible for, and Subcontractor shall indemnify, hold harmless, and defend LCS, its agents, and its employees against and from, any and all claims and damages of every kind for injury or death of any persons and for damage to or loss of property of LCS, the Owner, or any other person arising out of, or attributable directly or indirectly to, the performance of the Work, or any act or omission of Subcontractor or its employees, agents or subcontractors, regardless of whether or not such injury or damage was due to the sole negligence of Subcontractor, its employees, agents, or sub-subcontractors, or involved the concurring negligence of LCS, its agents, employees, or subcontractors; provided, however, that such indemnity shall not cover injury or damage caused entirely by the negligence of LCS, its agents or employees.

Upon the execution of this Subcontract, and before commencing the Work, Subcontractor shall furnish to LCS certificates evidencing that Subcontractor has in effect policies of insurance proving insurance of the minimum types and coverage limits stated in the [Contract Documents](#). LCS shall be named as additional insured with respect to all liability policies.

The certificates of insurance shall provide that the policies shall not be terminated or changed with thirty days' advance written notice to LCS from the licensed agent or insurance company issuing the certificate.

The liability insurance coverage of Subcontractor shall include coverage for contractually-assumed liability, which will include Subcontractor's undertaking of indemnification. The limits of such insurance shall in no way be construed as limiting Subcontractor's obligation to completely indemnify and hold harmless LCS.

If Subcontractor shall fail to obtain or maintain in force any required insurance then LCS may, at its sole option and with no obligation to do so, procure such insurance and deduct the cost from any amount otherwise payable to Subcontractor under this Subcontract. LCS shall in no manner incur any liability to Subcontractor or any other party because it shall not procure any insurance on behalf of Subcontractor or because of any defect or omission in coverage of any insurance that LCS may elect to procure.

ARTICLE VIII. CHANGES, EXTENSIONS OF TIME, BACKCHARGES. LCS may at any time during the progress of the Work make any changes of the Work as shown by the Contract Documents without invalidating this Subcontract. Before proceeding with any change, Subcontractor shall obtain written authorization or "change order" from LCS. All such written authorization or "change orders" will become a part of this subcontract and no additional compensation, extensions of time or other changes will be recognized or paid for unless a written authorization or a "change order" for such has been obtained from LCS. Failure to give written notice to LCS within ten days after receipt of revised Contract Documents shall be construed as an agreement on the part of the Subcontractor to make any changes to the work required thereby without additional compensation or extension of time. LCS shall not be liable to Subcontractor for any work claimed to have been performed for the benefit of LCS or others, unless LCS has signed an authorization for such work (typically referred to as a "backcharge"). Backcharges are addressed after Substantial Completion. Subcontractor shall take all precautions necessary to protect existing conditions and work-in-place by others.

Any other claims for additional compensation or time extensions for reasons other than revisions in the Contract Documents shall be submitted to Lowry Construction Services within five working days of the occurrence upon which the claims are based. Extensions of time shall be granted as provided for in the Contract Documents, and, if granted, shall constitute the entire compensation due the Subcontractor for such delays.

Subcontractor agrees to do no work on this project not covered by this contract for the Owner or anyone else without first obtaining written permission from LCS.

ARTICLE IX. WARRANTY. Subcontractor shall warrant its work against all defects in materials or workmanship as called for in the Contract Documents, or if no warranty is called for, then for a period of one year from the project's date of Substantial Completion, or acceptance of designated equipment, whichever is sooner. Subcontractor shall indemnify and hold harmless LCS from any direct or consequential damages resulting from defective work.

ARTICLE X. COMPLIANCE WITH LAWS, ORDINANCES AND CODES. The Subcontractor shall comply with all federal, state and local laws, ordinances and codes applicable to the Project, and give adequate notices relating to the Work to proper authorities, and to secure and pay for all necessary licenses or permits to carry on the Work. Subcontractor shall pay all sales and use taxes applicable to this Work, unless otherwise specifically provided for herein.

Subcontractor shall as a minimum standard of safety comply with all applicable provisions of the Occupational Safety and Health Act and all other statutory or contractual safety requirements applying to this Work. Subcontractor shall defend, indemnify and hold harmless the Owner, LCS, its employees, and other subcontractors from any liability, expenditure, obligation, penalties or damages arising from the alleged violation by Subcontractor for fines, penalties, counsel fees, expenses and costs of litigation, together with corrective measures required by reason of acts of commission or omissions by Subcontractor or Subcontractor's agents, employees, suppliers and assigns, due to failure upon the part of any one or all of them to comply with any safety and health standards, and all other pertinent municipal, state or federal laws, rules, codes or regulations of any law. All Subcontractor's workmen on-site are required to attend the daily safety meeting conducted by LCS's superintendent at 8:00am each day. Failure for any workman to sign-in and attend the daily safety meeting shall constitute unexcused absence.

Subcontractor agrees that the contract price specified herein includes all applicable state sales taxes, excise taxes, transportation tax, unemployment compensation tax, old age benefits and social security taxes, and further agrees to pay all of the above and to conform to all state and federal laws in connection with such taxes. In addition, Subcontractor agrees to withhold from all employees employed by Subcontractor, withholding taxes and to pay the same to the Collector of Internal Revenue and applicable state revenue department in accordance with the state and federal laws and regulations pertaining thereto.

ARTICLE XI. CLEAN UP AND PROTECTION OF WORK. Subcontractor shall keep the building and premises clean of debris resulting from the performance of the Work. If Subcontractor fails to comply with this requirement, LCS may perform the same and deduct the cost of such performance from any amount due to Subcontractor. LCS shall give Subcontractor one working days' verbal notice followed by written notice of noncompliance before performing the clean-up work for Subcontractor's account. Subcontractor shall leave all completed work in clean conditions and shall take all reasonable precautions for the protection of completed work from damage by others.

ARTICLE XII. ASSIGNMENT. This Subcontract or any part of it shall not be assigned or sublet, including contract labor, without the written approval of LCS, nor shall the right to receive any payments due under it be assigned without the written approval of LCS. No attempt to make such an unauthorized assignment need be recognized by LCS. The approval of or acquiescence in any assignment or subletting shall not constitute a waiver of the right of LCS to disapprove any other proposed assignee or sub-subcontractor or to refuse to consent to any other assignment or subletting. Subcontractor shall, within fifteen (15) days from the date of this agreement, provide a comprehensive list of all proposed sub-subcontractors, materialmen and suppliers.

ARTICLE XIII. DEFAULT. In the event that Subcontractor shall default in the performance of this Subcontract or any provision of it, or shall fail to prosecute the work diligently and properly, and shall fail to remedy and correct such default entirely within two working days after receipt from LCS of a notice in writing to do so, then, at its election, LCS may without any other notice to Subcontractor take whatever action it considers necessary to remedy such default promptly. LCS may then retain and use all material, tools, and equipment of Subcontractor on the jobsite and obtain additional material, equipment and workmen, or contract with another party as necessary for completion of the work. Work removed from Subcontractor's scope and performed by others shall not invalidate this agreement. All expenses, including damages and overhead costs, incurred thereof shall be treated as payments to Subcontractor under this Subcontract and, if the total of such expense exceeds the balance payable under this Subcontract, then the Subcontractor shall reimburse LCS for the entire amount of such excess.

If any action to have Subcontractor declared bankrupt shall be filed, or if any receiver shall be appointed for Subcontractor, or if Subcontractor shall make any assignment for benefit of creditors, or if Subcontractor should seek any protection or relief under bankruptcy law, it shall constitute a default under this Subcontract and, in addition to such other rights as it

may have, LCS may withhold any payment due hereunder until all claims which might be asserted against the Project have been satisfied.

ARTICLE XIV. ARBITRATION. Any controversy or claim arising out of or relating to this subcontract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE XV. ATTORNEY'S FEES AND EXPENSES. If any proceeding shall be prosecuted, in court or in arbitration, by either party to enforce this Subcontract or to obtain money or other relief on account of the breach or non-performance of any obligation arising from this Subcontract, then in addition to any other relief or recovery, the prevailing party shall be entitled to recover all of the fees and expenses of its attorneys and any other expenses incurred in the prosecution of the proceeding.

ARTICLE XVI. HEADINGS. The descriptive headings of the Articles of this Subcontract are for convenience of reference only and shall not be considered in the construction or interpretation of any provision.

To evidence their agreement, LCS and Subcontractor have executed this Subcontract.

[Name]
Subcontractor

LOWRY CONSTRUCTION SERVICES, INC.
Construction Manager

By: _____

By: _____

Title: _____

Title: Hutton Lowry, President

Date: _____

Date: _____

DRAFT AIA[®] Document A305[™] - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT (if applicable): Generic

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Electrical

Plumbing

Other (please specify)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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§ 1.3.5 Secretary's name: [REDACTED]

§ 1.3.6 Treasurer's name: [REDACTED]

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: [REDACTED]

§ 1.4.2 Type of partnership (if applicable): [REDACTED]

§ 1.4.3 Name(s) of general partner(s)
[REDACTED]

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: [REDACTED]

§ 1.5.2 Name of owner:
[REDACTED]

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
[REDACTED]

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
[REDACTED]

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
[REDACTED]

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.
[REDACTED]

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?
[REDACTED]

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
[REDACTED]

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
[REDACTED]

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
[REDACTED]

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.



§ 3.4.1 State total worth of work in progress and under contract:



§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.



§ 3.5.1 State average annual amount of construction work performed during the past five years:



§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.



§ 4. REFERENCES

§ 4.1 Trade References:



§ 4.2 Bank References:



§ 4.3 Surety:

§ 4.3.1 Name of bonding company:



§ 4.3.2 Name and address of agent:



§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

[Redacted]

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

[Redacted]

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiidiary).

[Redacted]

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

[Redacted]

§ 6. SIGNATURE

§ 6.1 Dated at this [] day of [] []

Name of Organization: []

By: []

Title: []

§ 6.2

[Redacted]

M [] being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this [] day of [] 20 []

Notary Public: []

My Commission Expires: []