



**CM Clarification Number: 01**

**Date: 05/07/2026**

**This Clarification modifies and becomes a part of the Contract Documents. Bidder must acknowledge receipt of this Clarification on the Bid Package. Failure to do so may disqualify bidder.**

**CM Manual:**

1. Construction Manager's Bid and Contracting Manual, dated April 30, 2026: Add in its entirety.

End of Clarification

**Tulsa Performing Arts Center  
Project # PR 25-14  
ADA Improvements  
Finish and Signage (IOT1)**



**CONSTRUCTION MANAGER'S BID AND  
CONTRACTING MANUAL  
April 30, 2026**



**LOWRY CONSTRUCTION SERVICES, INC.**

Construction Managers

1729 S Boston Ave  
Tulsa, OK 74119  
[www.lowrycs.com](http://www.lowrycs.com)

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**SOLICITATION AND NOTICE FOR BIDS**

Sealed Bids for **Tulsa Performing Arts Center – PR 25-14 ADA & Finishes** – will be received by Tulsa Performing Arts Center, TULSA COUNTY, OKLAHOMA, hereinafter referred to as “Owner”, in the Level 3 Conference Room, 110 E. 2<sup>nd</sup> St. S., Tulsa, OK 74103 until **2:00PM, Thursday, May 28, 2026**. Bids will be received, publicly opened and read aloud.

A **Pre-Bid Conference** will be held at Tulsa Performing Arts Center at **1:00PM on Thursday, May 14, 2026**.

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 07, 2026, and can be reviewed at the following locations:

[www.lowrycs.com/tpacpr25-14](http://www.lowrycs.com/tpacpr25-14)

Tulsa Performing Arts Center  
110 E. 2<sup>nd</sup> St. S.  
Tulsa, OK 74103

planHub

ISqFt/Construct Connect

ARC Document Solutions

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

Tulsa Performing Arts Center, hereinafter referred to as Owner and Lowry Construction Services, Inc., hereinafter called the Construction Manager, will receive SEALED bid packages to provide the work included in the **Tulsa Performing Arts Center – PR 25-14 ADA & Finishes** located at 110 E 2<sup>nd</sup> St S, Tulsa, OK 74103, on **May 28, 2026, at 2:00 PM CST**. All **properly sealed and labeled** bid packages will be received in the Level 3 Conference Room, 110 E 2<sup>nd</sup> St S, Tulsa, OK 74103, at which time proposals will be opened and read aloud.

All bid packages are to be **Sealed** and **Clearly** labeled by the project name and bid package designation 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.

Bid packages 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 April 30, 2026, at [www.lowrycs.com/tpacpr25-14](http://www.lowrycs.com/tpacpr25-14). [www.lowrycs.com/tpacpr25-14](http://www.lowrycs.com/tpacpr25-14) shall be the primary source for current/complete Contract and Bidding Documents. Copies of the Contract and Bidding Documents, including the drawings and specifications, may also be reviewed at the Dodge Plan Room, ConstructConnect and planHub, however, these plan rooms are secondary sources and are not to be relied upon for current/complete Contract and Bidding Documents. Please contact Hutton Lowry [hutton@lowrycs.com](mailto:hutton@lowrycs.com) with questions about bid procedures or documents.

The Owner and Construction Manager will conduct a pre-bid conference at Tulsa Performing Arts Center, for the purpose of review of existing conditions. The pre-bid conference is scheduled for **1:00PM (CST) on Thursday, May 14, 2026**, at Tulsa Performing Arts Center, 110 E 2<sup>nd</sup> St S, Tulsa, OK 74103.

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 Tulsa Performing Arts Center, (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:

Tulsa Performing Arts Center  
Level 3 Conference Room  
110 East 2<sup>nd</sup> Street  
Tulsa, OK 74103

and designated as: **Tulsa Performing Arts Center  
PR 25-14 ADA & Finishes  
Bid Package (# and Name)**

In submitting the bid, it is understood that the right is reserved by the Construction Manager and/or Owner 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 Tulsa Performing Arts Center, 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 Bidder 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: **May 28, 2026**  
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:  
May 14, 2026 at 1:00 PM @ Tulsa Performing Arts Center
- b. Attendance is non-mandatory for all Bidders.

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. No additional documents, proposals or bid riders are allowed. Any deviations from the prescribed forms will be grounds for rejection and the bidder deemed non-responsive.
- 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 and Name.
- 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.

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. Agreement for Construction:

In submitting a bid, the Bidder has satisfied himself as to the conditions and requirements of the Agreement for Construction (Subcontract) and agrees to execute the Subcontract, as provided in the CM Manual, without modifications, alterations, additions, or deletions. No additional documents, proposals or contract riders are allowed. The successful bidder will be required to execute and deliver the Subcontract within ten (10) days after he has received notice of the acceptance of his bid.

8. 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.

9. 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.

10. 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 May 21, 2026**. 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.

11. 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.

12. 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.

13. Laws and Regulations:

Owasso 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.

14. Sales Tax Exemption:

All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. Owasso 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.

15. Obligation of Bidder:

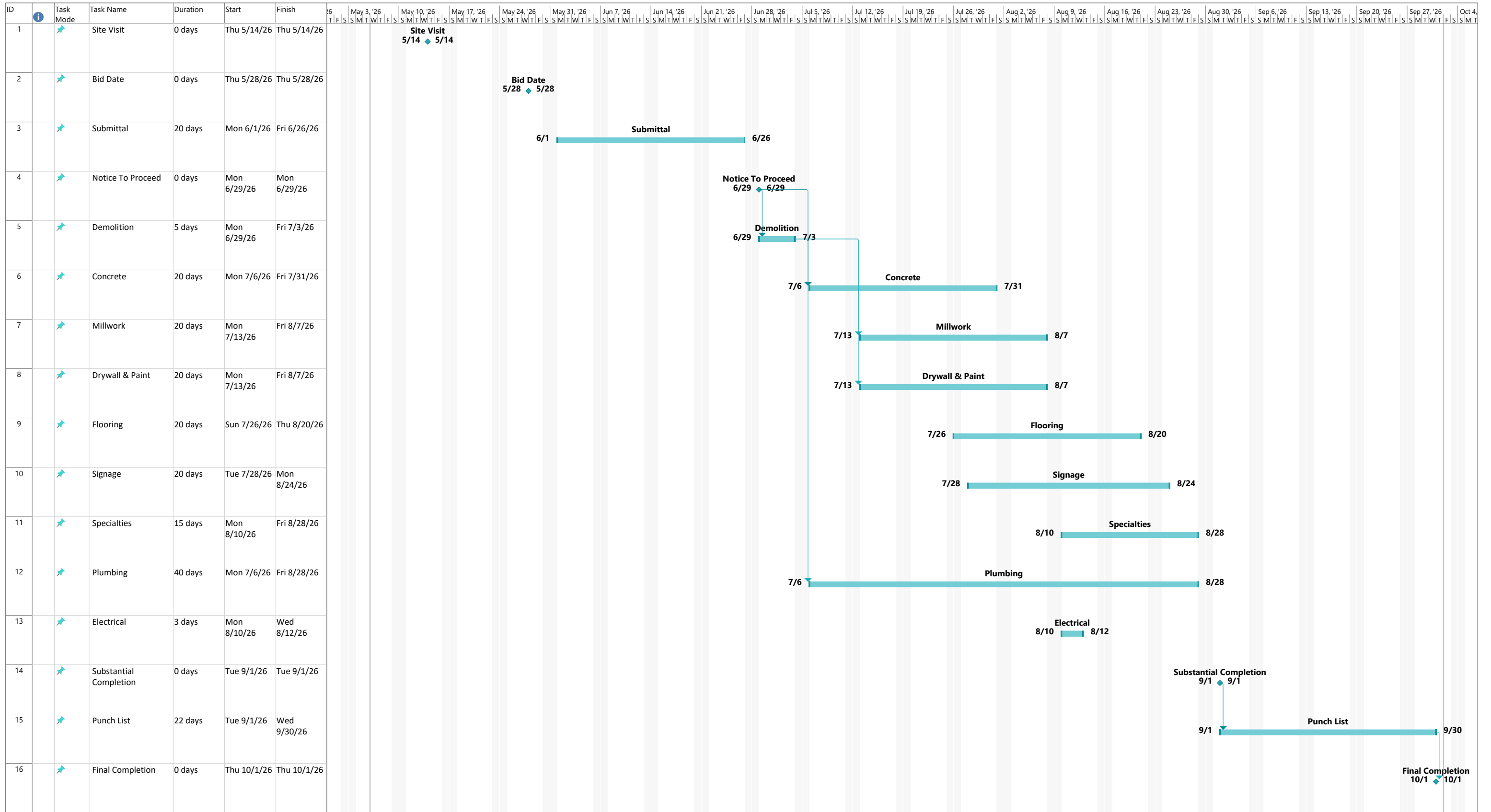
At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve 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.

16. 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.

17. 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.



Project: TPAC PR 25-14 Schedu  
Date: Wed 5/6/26

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

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: \_\_\_\_\_



TOBACCO FREE AFFIDAVIT

Bidder must sign an Affidavit as follows:

AFFIDAVIT AND DECLARATION OF BIDDER

COUNTY OF \_\_\_\_\_ )
STATE OF \_\_\_\_\_ )
ss

Affiant, \_\_\_\_\_, being first sworn upon oath, state:

- 1. That I am the \_\_\_\_\_ of \_\_\_\_\_ (title) (company) (hereinafter Bidder").
2. I declare that no employee working on the premises under the authority of the Bidder will be permitted to use tobacco products in Owner facilities and on Owner property.
3. The Bidder agrees to prominently display a Notice stating that Owner property is a tobacco-free site.

FURTHER AFFIANT SAYETH NOT.

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Bidder or Authorized Agent This instrument

was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires/My Commission No.: \_\_\_\_\_

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: \_\_\_\_\_



**Bid Package 6A – MILLWORK**

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 6A Base Bid: \$ \_\_\_\_\_

Written out: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employers' Identification Number: \_\_\_\_\_

Phone/Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Construction 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 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
Section 011000 – Summary	Complete
Section 011420 – Contractor Use of Site and Premises	Complete
Section 012500 – Substitution Procedures	Complete
Section 012613 – Requests for Interpretation	Complete
Section 013000 – Administrative Requirements	Complete
Section 013100 – Project Management and Coordination	Complete
Section 013119.33 – Pre-Installation Meetings	Complete
Section 013216 – Construction Progress Schedule	Complete
Section 013300 – Submittal Procedures	Complete
Section 013516 – Alteration Project Procedures	Complete
Section 014000 – Quality Requirements/Contractor Quality Control	As Applicable
Section 015000 – Temporary Facilities and Controls	As Applicable
Section 016000 – Product Requirements	Complete
Section 017300 – Execution Requirements	Complete
Section 017329 – Cutting and Patching	Complete
Section 017700 – Closeout Procedures	Complete
DIVISION 02 – Existing Conditions	As Applicable
Section 024119 – Selective Demolition	Complete
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES	Complete
Section 064105 – Millwork Modifications	Complete
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
Section 070910 – Joint Sealant Repair	Complete
DIVISION 09 – FINISHES	As Applicable
Section 090200 – Existing Finish Touch-Up and Repair	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
Section 102110 – Toilet Compartment Modifications	As Applicable
Section 102700 – Toilet Accessory Modifications	As Applicable
DIVISION 22 – PLUMBING	As Applicable
Section 221000 – Plumbing Piping and Fixtures	As Applicable

**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 Tulsa Performing Arts Center.  
 Architect shall mean Beck Design.  
 Project Schedule, Schedule, Phasing Plans shall mean Construction Schedule.

**LCS Clarifications:** **01**

**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 **MILLWORK Work for the Tulsa Performing Arts Center ADA Improvements & Finish and Signage (IOT1)**, Tulsa, 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. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part the Subcontractor's Scope of Work. 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, subcontract, consultant, third-party, and any other appurtenances necessary to complete the Work".)**



1. Provide all Cutting and Patching, Selective Demolition, Millwork Modifications, and Joint Sealant Repair complete as indicated and required.
2. Contractor shall provide all items relating to Millwork as listed in Material Finish Legend, General Remarks, General Notes, General Millwork Remarks, Sheet Note, Keynotes and Specialties Schedule; including but not limited to PLAM-1, PLAM-2, Black Metal Trim, QZ-1, Wood Trim, Wood Trim Stain, and Laminate Edge.
3. Provide all plumbing and electrical cut-outs, (i.e. sinks, fixtures, outlets, switches, etc.) as indicated, specified and required. Coordinate all countertop penetrations with associated trades. Contractor shall coordinate with MEP contractors for work by others.
4. Contractor shall coordinate with Drywall contractor for rough carpentry requirements related to this scope.
5. Provide detailed on-site blocking layout prior to drywall installation for in-wall blocking & backing installation by others.
6. Contractor shall remove, salvage, and reinstall all countertops, backsplashes and associated trim and millwork elements as indicated in the Contract Documents.
7. Contractor shall provide all countertop material as required by the Contract Documents.
8. Contractor shall provide all Cutting and Patching and Selective Demolition of Wood, Finish Woodwork, Casework, Countertops, Millwork, and associated materials as required for a complete removal and replacement of all items indicated in the Contract Documents.
9. Contractor shall remove, replace and/or provide all caulking of millwork/casework to adjacent surfaces.
10. Coordinate all work with other trades and CM as required.
11. Provide all millwork and architectural woodwork elements shown, indicated and/or identified in the Contract Documents.
12. Provide any required steel supports for countertops.

#### GENERAL ITEMS

13. Coordinate pre-installation conference with CM, Owner, and Architect before start of work.
14. Work must be performed accordance with the Construction Schedule.
15. 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.
16. Coordinate all work with other contractors, utility companies/agencies and CM as required.
17. Protect all items to remain.
18. Provide all mobilizations, as may be required, for work of this package. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans. Contractor shall understand and anticipate when their scope of work is to be performed and include all weather protective means as required.
19. Field verify dimensions as required.
20. All references to General Contractor and/or Contractor in the Plans and Specifications shall be changed to Subcontractor.
21. Contractor shall provide traffic control as needed for this scope. Traffic control shall include student and faculty foot traffic in construction areas.
22. Contractor shall include any Dewatering as necessary to perform the Scope of Work.
23. Provide video recording of all existing site and building conditions before start of work.
24. Contractor is responsible for maintaining a clean and safe working environment in accordance with applicable codes, regulations and OSHA standards.
25. Contractor shall provide a final clean of all materials and equipment under this scope.
26. 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.
27. Contractor shall provide all Delegated Design submittals as required. Provide all shop drawings, product data, samples, mock-ups and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, calculations, designs, 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. Promptly provide all Closeouts and extra materials as indicated. Extra Materials, including a written list of materials or bill of lading, are to be delivered to and signed for by the CM, not left at the jobsite.
28. Provide all submittal requirements listed in each section of this scope of work, complete within the time duration specified in the subcontract, without exception.
29. All work shall be performed using acceptable means and methods in accordance with current Best Management Practices and requirements of LCS.
30. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
31. Contractor shall provide a complete installation that complies with all ADA requirements, applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
32. Subcontractor is required to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
33. Contractor is responsible for all overtime required to comply with, meet and maintain the Construction Schedule.
34. Provide coordination, assistance, and necessary access for the Construction Manager'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.



35. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
36. The specifications, drawings, contract, subcontract and bid packages are complementary and what is called for by one document shall be binding as if called for by all documents. Contractors shall examine the full set plans and specifications to be fully satisfied as to the conditions of the project. No allowance shall be subsequently made to the contractor by reason of error on their part or obvious oversight not called to the attention of the Owner, Architect, CM and Consultant. In the case of omissions, conflicts, discrepancies or scope overlap between drawings, specifications, contract, subcontract, or bid packages, the CM will determine which takes precedence in accordance with AIA 201 4.2.11.

**Exclusions:**

1. Sealant at Plumbing Fixtures.
2. Selective Demolition of Ceilings, Specialties and Plumbing Fixtures.
3. In-Wall Blocking.



**Bid Package 9A – DRYWALL & PAINT**

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 9A Base Bid: \$ \_\_\_\_\_

Written out: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employers' Identification Number: \_\_\_\_\_

Phone/Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Construction 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 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
Section 011000 – Summary	Complete
Section 011420 – Contractor Use of Site and Premises	Complete
Section 012500 – Substitution Procedures	Complete
Section 012613 – Requests for Interpretation	Complete
Section 013000 – Administrative Requirements	Complete
Section 013100 – Project Management and Coordination	Complete
Section 013119.33 – Pre-Installation Meetings	Complete
Section 013216 – Construction Progress Schedule	Complete
Section 013300 – Submittal Procedures	Complete
Section 013516 – Alteration Project Procedures	Complete
Section 014000 – Quality Requirements/Contractor Quality Control	As Applicable
Section 015000 – Temporary Facilities and Controls	As Applicable
Section 016000 – Product Requirements	Complete
Section 017300 – Execution Requirements	Complete
Section 017329 – Cutting and Patching	Complete
Section 017700 – Closeout Procedures	As Applicable
DIVISION 02 – Existing Conditions	As Applicable
Section 024119 – Selective Demolition	Complete
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES	As Applicable
Section 064105 – Millwork Modifications	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
Section 070910 – Joint Sealant Repair	Complete
DIVISION 09 – FINISHES	Complete
Section 090200 – Existing Finish Touch-Up and Repair	Complete
Section 099100 – Painting	Complete
DIVISION 10 – SPECIALTIES	As Applicable
Section 102110 – Toilet Compartment Modifications	As Applicable
Section 102700 – Toilet Accessory Modifications	As Applicable
DIVISION 22 – PLUMBING	As Applicable
Section 221000 – Plumbing Piping and Fixtures	As Applicable

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 Tulsa Performing Arts Center.  
 Architect shall mean Beck Design.  
 Project Schedule, Schedule, Phasing Plans shall mean Construction Schedule.

**LCS Clarifications:** 01

**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 **DRYWALL & PAINT Work for the Tulsa Performing Arts Center ADA Improvements & Finish and Signage (IOT1)**, Tulsa, 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. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part of the Subcontractor's Scope of Work. 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, subcontract, consultant, third-party, and any other**



**appurtenances necessary to complete the Work".)**

1. Provide all Cold-Formed Metal Framing, Rough Carpentry, Thermal Insulation, Non-Structural Metal Framing, Gypsum Board, and Acoustical Panel Ceilings complete as indicated in the Contract Documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. Provide all cold formed metal stud framing and gypsum board assemblies at interior walls, partitions, ceilings, soffit framing, furring, gypsum board, etc. Provide cement backer board, coated glass-mat water resistant board, shaft wall, paper faced gypsum board etc. where indicated or required.
  - a. Provide all wall types and wall rating as designated or indicated including framing details and partition head types complete.
  - b. Provide all rated drywall partitions and smoke partitions as scheduled, including fire or smoke caulking of all perimeters to the structure, where required.
  - c. Provide all concrete backer board or water resistant board in wet areas if indicated or required.
  - d. Provide all tape, float, and finish of Gypsum Board as required, ready to paint.
  - e. Provide Control Joints as required.
3. Provide all wall & ceiling patching complete in the existing building where other trades must access behind walls. This scope shall coordinate with MEP trades to work to limit this work. Include patching at ceilings where walls are shown to remove.
4. Provide all in-wall wood and metal blocking / backing at all mounted specialties and accessories as required.
  - a. Provide all in wall blocking and backing required for architectural millwork, wood trim and cabinets, wall mounted countertops, toilet accessories, toilet partitions, signage, fixtures, devices, accessories, equipment, mechanical, electrical, etc.
  - b. Provide all dimensional lumber and plywood per grade markings and performance requirements per specification with corresponding fasteners and anchoring devices.
  - c. Provide all metal blocking or backing of gauge metal specified for type of application including walls and ceilings.
  - d. Install fire-retardant-treated plywood with marking of testing agency exposed to view.
  - e. Provide all Rough Carpentry, this includes but not limited to, wall blocking and miscellaneous dimensional and sheet goods, complete.
5. Provide all required removal and patching of existing ceilings and walls, repair and paint as required. Match existing.
6. Provide all wall repair to install tile (tile install by others) as required.
7. Provide all Interior Painting complete as indicated in the Contract Documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
8. Provide all painting as specified, scheduled or as noted.
9. Provide 20 hours of labor time and 5 gallons of paint material to be used at CM's discretion.
10. Provide all surface preparation, sanding, priming etc as specified or recommended by the paint and wall covering manufacturers.
11. Provide task lighting as and where required to perform the work of this contract.
12. Provide patching of walls as removed/relocated millwork, specialties and plumbing fixtures.
13. Provide Joint Sealants related and/or incorporated into Drywall Assemblies.
14. Completely prepare for and provide SS-1, stainless steel wall cladding at Elevator Doors and Frames as indicated.
15. Completely prepare for and provide PT-2 at handrails in Doenges Theater. Handrails are to be removed, sent out, prepared, powder coated, returned and reinstalled.

**GENERAL ITEMS**

16. Coordinate pre-installation conference with CM, Owner, and Architect before start of work.
17. Work must be performed accordance with the Construction Schedule.
18. 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.
19. Coordinate all work with other contractors, utility companies/agencies and CM as required.
20. Protect all items to remain.
21. Provide all mobilizations, as may be required, for work of this package. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans. Contractor shall understand and anticipate when their scope of work is to be performed and include all weather protective means as required.
22. Field verify dimensions as required.
23. All references to General Contractor and/or Contractor in the Plans and Specifications shall be changed to Subcontractor.
24. Contractor shall provide traffic control as needed for this scope. Traffic control shall include student and faculty foot traffic in construction areas.
25. Contractor shall include any Dewatering as necessary to perform the Scope of Work.
26. Provide video recording of all existing site and building conditions before start of work.
27. Contractor is responsible for maintaining a clean and safe working environment in accordance with applicable codes, regulations and OSHA standards.
28. Contractor shall provide a final clean of all materials and equipment under this scope.



29. 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.
30. Contractor shall provide all Delegated Design submittals as required. Provide all shop drawings, product data, samples, mock-ups and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, calculations, designs, 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. Promptly provide all Closeouts and extra materials as indicated. Extra Materials, including a written list of materials or bill of lading, are to be delivered to and signed for by the CM, not left at the jobsite.
31. Provide all submittal requirements listed in each section of this scope of work, complete within the time duration specified in the subcontract, without exception.
32. All work shall be performed using acceptable means and methods in accordance with current Best Management Practices and requirements of LCS.
33. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
34. Contractor shall provide a complete installation that complies with all ADA requirements, applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
35. Subcontractor is required to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
36. Contractor is responsible for all overtime required to comply with, meet and maintain the Construction Schedule.
37. Provide coordination, assistance, and necessary access for the Construction Manager'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.
38. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
39. The specifications, drawings, contract, subcontract and bid packages are complementary and what is called for by one document shall be binding as if called for by all documents. Contractors shall examine the full set plans and specifications to be fully satisfied as to the conditions of the project. No allowance shall be subsequently made to the contractor by reason of error on their part or obvious oversight not called to the attention of the Owner, Architect, CM and Consultant. In the case of omissions, conflicts, discrepancies or scope overlap between drawings, specifications, contract, subcontract, or bid packages, the CM will determine which takes precedence in accordance with AIA 201 4.2.11.

**Exclusions:**

1. Demo of walls to remove and replace plumbing fixtures and components as required.



**Bid Package 9B – FLOORING**

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 9B Base Bid: \$ \_\_\_\_\_

Written out: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employers' Identification Number: \_\_\_\_\_

Phone/Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Construction 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 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
Section 011000 – Summary	Complete
Section 011420 – Contractor Use of Site and Premises	Complete
Section 012500 – Substitution Procedures	Complete
Section 012613 – Requests for Interpretation	Complete
Section 013000 – Administrative Requirements	Complete
Section 013100 – Project Management and Coordination	Complete
Section 013119.33 – Pre-Installation Meetings	Complete
Section 013216 – Construction Progress Schedule	Complete
Section 013300 – Submittal Procedures	Complete
Section 013516 – Alteration Project Procedures	Complete
Section 014000 – Quality Requirements/Contractor Quality Control	As Applicable
Section 015000 – Temporary Facilities and Controls	As Applicable
Section 016000 – Product Requirements	Complete
Section 017300 – Execution Requirements	Complete
Section 017329 – Cutting and Patching	Complete
Section 017700 – Closeout Procedures	As Applicable
DIVISION 02 – Existing Conditions	As Applicable
Section 024119 – Selective Demolition	Complete
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES	As Applicable
Section 064105 – Millwork Modifications	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
Section 070910 – Joint Sealant Repair	Complete
DIVISION 09 – FINISHES	As Applicable
Section 090200 – Existing Finish Touch-Up and Repair	Complete
Section 093000 – Tiling	Complete
DIVISION 10 – SPECIALTIES	As Applicable
Section 102110 – Toilet Compartment Modifications	As Applicable
Section 102700 – Toilet Accessory Modifications	As Applicable
DIVISION 22 – PLUMBING	As Applicable
Section 221000 – Plumbing Piping and Fixtures	As Applicable

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 Tulsa Performing Arts Center.  
 Architect shall mean Beck Design.  
 Project Schedule, Schedule, Phasing Plans shall mean Construction Schedule.

**LCS Clarifications:**        01

**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 **FLOORING Work for the Tulsa Performing Arts Center ADA Improvements & Finish and Signage (IOT1)**, Tulsa, 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. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part the Subcontractor's Scope of Work. 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, subcontract, consultant, third-party, and any other appurtenances necessary to complete the Work".)**



1. Provide all Tiling complete as indicated in the Contract Documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system. Provide all accessories as specified for complete flooring systems.
2. Provide all Tile, Tile Setting Materials, Grouts, Sealants & Accessories as required by the contract documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
3. Provide all Tiling as shown, scheduled, and noted. Include all wall tile including wall tile behind millwork, specialties and plumbing fixtures.
4. Provide all necessary floor and wall preparation. Patch and level floors and walls as required for new tile finishes.
5. Provide all extruded metal trim and transition strips at all locations indicated. (E.G. Schluter Systems metal profiles)
6. Provide all sealants and caulking as related to the work of this subcontract to provide a complete and finished appearance.
7. Provide task lighting where required to perform the work of this contract.
8. Provide all preparation and installation of floor and wall tile where millwork, drywall assemblies, toilet partitions, toilet accessories, specialties and plumbing fixtures are removed or relocated. Match existing and/or provide tile as indicated on the Room Finish Legend.
9. Provide new rubber base at new/replaced/modified millwork. Match existing.

#### GENERAL ITEMS

10. Coordinate pre-installation conference with CM, Owner, and Architect before start of work.
11. Work must be performed accordance with the Construction Schedule.
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 other contractors, utility companies/agencies and CM as required.
14. Protect all items to remain.
15. Provide all mobilizations, as may be required, for work of this package. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans. Contractor shall understand and anticipate when their scope of work is to be performed and include all weather protective means as required.
16. Field verify dimensions as required.
17. All references to General Contractor and/or Contractor in the Plans and Specifications shall be changed to Subcontractor.
18. Contractor shall provide traffic control as needed for this scope. Traffic control shall include student and faculty foot traffic in construction areas.
19. Contractor shall include any Dewatering as necessary to perform the Scope of Work.
20. Provide video recording of all existing site and building conditions before start of work.
21. Contractor is responsible for maintaining a clean and safe working environment in accordance with applicable codes, regulations and OSHA standards.
22. Contractor shall provide a final clean of all materials and equipment under this scope.
23. 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.
24. Contractor shall provide all Delegated Design submittals as required. Provide all shop drawings, product data, samples, mock-ups and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, calculations, designs, 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. Promptly provide all Closeouts and extra materials as indicated. Extra Materials, including a written list of materials or bill of lading, are to be delivered to and signed for by the CM, not left at the jobsite.
25. Provide all submittal requirements listed in each section of this scope of work, complete within the time duration specified in the subcontract, without exception.
26. All work shall be performed using acceptable means and methods in accordance with current Best Management Practices and requirements of LCS.
27. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
28. Contractor shall provide a complete installation that complies with all ADA requirements, applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
29. Subcontractor is required to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
30. Contractor is responsible for all overtime required to comply with, meet and maintain the Construction Schedule.
31. Provide coordination, assistance, and necessary access for the Construction Manager'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.
32. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.



33. The specifications, drawings, contract, subcontract and bid packages are complementary and what is called for by one document shall be binding as if called for by all documents. Contractors shall examine the full set plans and specifications to be fully satisfied as to the conditions of the project. No allowance shall be subsequently made to the contractor by reason of error on their part or obvious oversight not called to the attention of the Owner, Architect, CM and Consultant. In the case of omissions, conflicts, discrepancies or scope overlap between drawings, specifications, contract, subcontract, or bid packages, the CM will determine which takes precedence in accordance with AIA 201 4.2.11.

**Exclusions:**

1. Wood Base, Carpet, Stair Treads, Stair Nosings, and Carpet Transitions.



**Bid Package 10A – SIGNAGE**

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 10A Base Bid: \$ \_\_\_\_\_

Written out: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employers' Identification Number: \_\_\_\_\_

Phone/Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Construction 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 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
Section 011000 – Summary	Complete
Section 011420 – Contractor Use of Site and Premises	Complete
Section 012500 – Substitution Procedures	Complete
Section 012613 – Requests for Interpretation	Complete
Section 013000 – Administrative Requirements	Complete
Section 013100 – Project Management and Coordination	Complete
Section 013119.33 – Pre-Installation Meetings	Complete
Section 013216 – Construction Progress Schedule	Complete
Section 013300 – Submittal Procedures	Complete
Section 013516 – Alteration Project Procedures	Complete
Section 014000 – Quality Requirements/Contractor Quality Control	As Applicable
Section 015000 – Temporary Facilities and Controls	As Applicable
Section 016000 – Product Requirements	Complete
Section 017300 – Execution Requirements	Complete
Section 017329 – Cutting and Patching	Complete
Section 017700 – Closeout Procedures	As Applicable
DIVISION 02 – Existing Conditions	As Applicable
Section 024119 – Selective Demolition	Complete
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES	As Applicable
Section 064105 – Millwork Modifications	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
Section 070910 – Joint Sealant Repair	As Applicable
DIVISION 09 – FINISHES	As Applicable
Section 090200 – Existing Finish Touch-Up and Repair	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
Section 101400 – Signage	Complete
Section 102110 – Toilet Compartment Modifications	As Applicable
Section 102700 – Toilet Accessory Modifications	As Applicable
DIVISION 22 – PLUMBING	As Applicable
Section 221000 – Plumbing Piping and Fixtures	As Applicable
 <b>Legends, Notes and Schedules per Plans and Specifications</b>	 <b>As Applicable</b>

**Definition of Terms**

Contractor and/or Subcontractor shall mean Scope Package Bidder.  
 Construction Manager (CM) shall mean Lowry Construction Services, Inc.  
 Owner shall mean Tulsa Performing Arts Center.  
 Architect shall mean Beck Design.  
 Project Schedule, Schedule, Phasing Plans shall mean Construction Schedule.

**LCS Clarifications:**      01

**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 **SIGNAGE Work for the Tulsa Performing Arts Center ADA Improvements & Finish and Signage (IOT1)**, Tulsa, 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. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part the Subcontractor's Scope of Work. 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, subcontract, consultant, third-party, and any other appurtenances necessary to complete the Work".)**



1. Provide all Signage complete as indicated in the Contract Documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. Provide all Signage including, but not limited to, Legend Signage on 11-F & S-D.
3. Remove existing signage if in conflict with location(s) of new signage.

**GENERAL ITEMS**

4. Coordinate pre-installation conference with CM, Owner, and Architect before start of work.
5. Work must be performed accordance with the Construction Schedule.
6. 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.
7. Coordinate all work with other contractors, utility companies/agencies and CM as required.
8. Protect all items to remain.
9. Provide all mobilizations, as may be required, for work of this package. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans. Contractor shall understand and anticipate when their scope of work is to be performed and include all weather protective means as required.
10. Field verify dimensions as required.
11. All references to General Contractor and/or Contractor in the Plans and Specifications shall be changed to Subcontractor.
12. Contractor shall provide traffic control as needed for this scope. Traffic control shall include student and faculty foot traffic in construction areas.
13. Contractor shall include any Dewatering as necessary to perform the Scope of Work.
14. Provide video recording of all existing site and building conditions before start of work.
15. Contractor is responsible for maintaining a clean and safe working environment in accordance with applicable codes, regulations and OSHA standards.
16. Contractor shall provide a final clean of all materials and equipment under this scope.
17. 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.
18. Contractor shall provide all Delegated Design submittals as required. Provide all shop drawings, product data, samples, mock-ups and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, calculations, designs, 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. Promptly provide all Closeouts and extra materials as indicated. Extra Materials, including a written list of materials or bill of lading, are to be delivered to and signed for by the CM, not left at the jobsite.
19. Provide all submittal requirements listed in each section of this scope of work, complete within the time duration specified in the subcontract, without exception.
20. All work shall be performed using acceptable means and methods in accordance with current Best Management Practices and requirements of LCS.
21. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
22. Contractor shall provide a complete installation that complies with all ADA requirements, applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
23. Subcontractor is required to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
24. Contractor is responsible for all overtime required to comply with, meet and maintain the Construction Schedule.
25. Provide coordination, assistance, and necessary access for the Construction Manager'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.
26. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
27. The specifications, drawings, contract, subcontract and bid packages are complementary and what is called for by one document shall be binding as if called for by all documents. Contractors shall examine the full set plans and specifications to be fully satisfied as to the conditions of the project. No allowance shall be subsequently made to the contractor by reason of error on their part or obvious oversight not called to the attention of the Owner, Architect, CM and Consultant. In the case of omissions, conflicts, discrepancies or scope overlap between drawings, specifications, contract, subcontract, or bid packages, the CM will determine which takes precedence in accordance with AIA 201 4.2.11.

**Exclusions:**

1. None.



**Bid Package 10B – SPECIALTIES**

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 10B Base Bid: \$ \_\_\_\_\_

Written out: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employers' Identification Number: \_\_\_\_\_

Phone/Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Construction 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 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
Section 011000 – Summary	Complete
Section 011420 – Contractor Use of Site and Premises	Complete
Section 012500 – Substitution Procedures	Complete
Section 012613 – Requests for Interpretation	Complete
Section 013000 – Administrative Requirements	Complete
Section 013100 – Project Management and Coordination	Complete
Section 013119.33 – Pre-Installation Meetings	Complete
Section 013216 – Construction Progress Schedule	Complete
Section 013300 – Submittal Procedures	Complete
Section 013516 – Alteration Project Procedures	Complete
Section 014000 – Quality Requirements/Contractor Quality Control	As Applicable
Section 015000 – Temporary Facilities and Controls	As Applicable
Section 016000 – Product Requirements	Complete
Section 017300 – Execution Requirements	Complete
Section 017329 – Cutting and Patching	Complete
Section 017700 – Closeout Procedures	As Applicable
DIVISION 02 – Existing Conditions	As Applicable
Section 024119 – Selective Demolition	Complete
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES	As Applicable
Section 064105 – Millwork Modifications	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
Section 070910 – Joint Sealant Repair	As Applicable
DIVISION 09 – FINISHES	As Applicable
Section 090200 – Existing Finish Touch-Up and Repair	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
Section 102110 – Toilet Compartment Modifications	Complete
Section 102700 – Toilet Accessory Modifications	Complete
DIVISION 22 – PLUMBING	As Applicable
Section 221000 – Plumbing Piping and Fixtures	As Applicable

**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 Tulsa Performing Arts Center.  
 Architect shall mean Beck Design.  
 Project Schedule, Schedule, Phasing Plans shall mean Construction Schedule.

**LCS Clarifications:** **01**

**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 **SPECIALTIES Work for the Tulsa Performing Arts Center ADA Improvements & Finish and Signage (IOT1)**, Tulsa, 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. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part the Subcontractor's Scope of Work. 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, subcontract, consultant, third-party, and any other appurtenances necessary to complete the Work".)**



1. Completely prepare for, provide and install all Toilet Compartments, and Toilet, Bath, and Laundry Accessories, complete as indicated in the Contract Documents. All work to be furnished with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. Provide all fasteners, embeds, plates, angles, anchors, supports as required for this scope.
3. Provide all requirements in accordance with all documents including but not limited to Floor Plans, Interior Plans, Finish Schedules, Specialty Schedules, General Notes and Keyed Notes as they relate to Scope of Work.
4. This contractor shall receive, inventory, unload, store, protect, unpack, distribute, install, dispose of packing, and clean all items within this work package. Contractor has care, custody and control of all items from receipt until final completion and acceptance by Owner.
5. Contractor shall provide removal of existing toilet compartments and accessories as indicated. Provide new toilet compartments as indicated. Match existing. Refurbish and repair any damage to existing toilet compartments.
6. Contractor shall remove, clean, refurbish and reinstall existing toilet accessories, including by not limited to, mirrors, soap dispensers, grab bars, mirror shelves, and paper towel dispensers, as indicated. Provide new toilet accessories at new and/or modified toilet compartments as indicated.

#### GENERAL ITEMS

7. Coordinate pre-installation conference with CM, Owner, and Architect before start of work.
8. Work must be performed accordance with the Construction Schedule.
9. 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.
10. Coordinate all work with other contractors, utility companies/agencies and CM as required.
11. Protect all items to remain.
12. Provide all mobilizations, as may be required, for work of this package. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans. Contractor shall understand and anticipate when their scope of work is to be performed and include all weather protective means as required.
13. Field verify dimensions as required.
14. All references to General Contractor and/or Contractor in the Plans and Specifications shall be changed to Subcontractor.
15. Contractor shall provide traffic control as needed for this scope. Traffic control shall include student and faculty foot traffic in construction areas.
16. Contractor shall include any Dewatering as necessary to perform the Scope of Work.
17. Provide video recording of all existing site and building conditions before start of work.
18. Contractor is responsible for maintaining a clean and safe working environment in accordance with applicable codes, regulations and OSHA standards.
19. Contractor shall provide a final clean of all materials and equipment under this scope.
20. 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.
21. Contractor shall provide all Delegated Design submittals as required. Provide all shop drawings, product data, samples, mock-ups and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, calculations, designs, 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. Promptly provide all Closeouts and extra materials as indicated. Extra Materials, including a written list of materials or bill of lading, are to be delivered to and signed for by the CM, not left at the jobsite.
22. Provide all submittal requirements listed in each section of this scope of work, complete within the time duration specified in the subcontract, without exception.
23. All work shall be performed using acceptable means and methods in accordance with current Best Management Practices and requirements of LCS.
24. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
25. Contractor shall provide a complete installation that complies with all ADA requirements, applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
26. Subcontractor is required to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
27. Contractor is responsible for all overtime required to comply with, meet and maintain the Construction Schedule.
28. Provide coordination, assistance, and necessary access for the Construction Manager'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.
29. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.



30. The specifications, drawings, contract, subcontract and bid packages are complementary and what is called for by one document shall be binding as if called for by all documents. Contractors shall examine the full set plans and specifications to be fully satisfied as to the conditions of the project. No allowance shall be subsequently made to the contractor by reason of error on their part or obvious oversight not called to the attention of the Owner, Architect, CM and Consultant. In the case of omissions, conflicts, discrepancies or scope overlap between drawings, specifications, contract, subcontract, or bid packages, the CM will determine which takes precedence in accordance with AIA 201 4.2.11.

**Exclusions:**

1. Signage.



**Bid Package 22A – PLUMBING**

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 22A Base Bid: \$ \_\_\_\_\_

Written out: \$ \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Employers' Identification Number: \_\_\_\_\_

Phone/Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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 Construction 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 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
Section 011000 – Summary	Complete
Section 011420 – Contractor Use of Site and Premises	Complete
Section 012500 – Substitution Procedures	Complete
Section 012613 – Requests for Interpretation	Complete
Section 013000 – Administrative Requirements	Complete
Section 013100 – Project Management and Coordination	Complete
Section 013119.33 – Pre-Installation Meetings	Complete
Section 013216 – Construction Progress Schedule	Complete
Section 013300 – Submittal Procedures	Complete
Section 013516 – Alteration Project Procedures	Complete
Section 014000 – Quality Requirements/Contractor Quality Control	As Applicable
Section 015000 – Temporary Facilities and Controls	As Applicable
Section 016000 – Product Requirements	Complete
Section 017300 – Execution Requirements	Complete
Section 017329 – Cutting and Patching	Complete
Section 017700 – Closeout Procedures	As Applicable
DIVISION 02 – Existing Conditions	As Applicable
Section 024119 – Selective Demolition	Complete
DIVISION 06 – WOOD, PLASTICS AND COMPOSITES	As Applicable
Section 064105 – Millwork Modifications	As Applicable
DIVISION 07 – THERMAL AND MOISTURE PROTECTION	As Applicable
Section 070910 – Joint Sealant Repair	Complete
DIVISION 09 – FINISHES	As Applicable
Section 090200 – Existing Finish Touch-Up and Repair	As Applicable
DIVISION 10 – SPECIALTIES	As Applicable
Section 102110 – Toilet Compartment Modifications	As Applicable
Section 102700 – Toilet Accessory Modifications	As Applicable
DIVISION 22 – PLUMBING	Complete
Section 221000 – Plumbing Piping and Fixtures	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 Tulsa Performing Arts Center.  
 Architect shall mean Beck Design.  
 Project Schedule, Schedule, Phasing Plans shall mean Construction Schedule.

**LCS Clarifications:**      01

**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 **PLUMBING Work for the Tulsa Performing Arts Center ADA Improvements & Finish and Signage (IOT1)**, Tulsa, 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. Items not specifically mentioned but are normally performed by members of the Trade's industry are included as part the Subcontractor's Scope of Work. 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, subcontract, consultant, third-party, and any other appurtenances necessary to complete the Work".)**



1. Provide all PLUMBING SYSTEMS complete as indicated in the Contract Documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. Include all required demolition as indicated for this scope of work. Removal shall be back to the source if possible.
3. Disconnect and make safe all plumbing as required for demolition. Refer to demo drawings for coordination.
4. Salvage, Relocate, and Reinstall all plumbing items as indicated.
5. Provide complete Division 22 PLUMBING systems work complete, including but not limited to all sanitary, domestic cold and hot water systems, venting, fixtures, equipment, insulation, and appurtenances as required for all areas designated for construction.
6. Final plumbing connections is included in this scope. Connection to work by others is included in this scope.
7. Provide locates of all existing services within the project area.
8. Comply with all plumbing notes on drawings.
9. Provide all plumbing fixtures, complete. Remove, store, and replace all plumbing fixtures as required.
10. Provide sinks and associated faucets and fixtures in millwork.
11. Coordinate interruption of water and sanitary services with CM and Owner.
12. Provide all required clean-outs and architectural cover plates as required for plumbing work at all cleanout locations within walls or flooring.
13. Provide all insulation for systems installed under this subcontract.
14. Provide all required sealing and grouting of all floor, wall and ceiling penetrations as required by this scope of work.
15. Provide caulking and sealing of all work provided by this subcontract. Include escutcheons and/or finish caulking of all materials in exposed areas to adjacent surfaces.
16. Provide all miscellaneous metal and steel items for support of Plumbing items of work including but not limited to hangers, protective appurtenances, platforms, plates, sleeves, embedded items, unistrut, steel angle or channel, bolts, rods and straps.
17. Provide all demolition and cutting of concrete, tile, drywall and/or masonry to remove and relocate plumbing systems as required. All costs to cut this work will be borne by this Subcontractor.
18. Provide core drilling and cutting at locations as required.
19. Provide all grouting required for all equipment bases which may be required.
20. Provide all necessary local and state trade permits, test and inspection fees as required for the performance of this subcontractor's work.

#### GENERAL ITEMS

21. Coordinate pre-installation conference with CM, Owner, and Architect before start of work.
22. Work must be performed accordance with the Construction Schedule.
23. 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.
24. Coordinate all work with other contractors, utility companies/agencies and CM as required.
25. Protect all items to remain.
26. Provide all mobilizations, as may be required, for work of this package. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans. Contractor shall understand and anticipate when their scope of work is to be performed and include all weather protective means as required.
27. Field verify dimensions as required.
28. All references to General Contractor and/or Contractor in the Plans and Specifications shall be changed to Subcontractor.
29. Contractor shall provide traffic control as needed for this scope. Traffic control shall include student and faculty foot traffic in construction areas.
30. Contractor shall include any Dewatering as necessary to perform the Scope of Work.
31. Provide video recording of all existing site and building conditions before start of work.
32. Contractor is responsible for maintaining a clean and safe working environment in accordance with applicable codes, regulations and OSHA standards.
33. Contractor shall provide a final clean of all materials and equipment under this scope.
34. 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.
35. Contractor shall provide all Delegated Design submittals as required. Provide all shop drawings, product data, samples, mock-ups and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, calculations, designs, 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. Promptly provide all Closeouts and extra materials as indicated. Extra Materials, including a written list of materials or bill of lading, are to be delivered to and signed for by the CM, not left at the jobsite.
36. Provide all submittal requirements listed in each section of this scope of work, complete within the time duration specified in the subcontract, without exception.
37. All work shall be performed using acceptable means and methods in accordance with current Best Management Practices and requirements of LCS.



38. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
39. Contractor shall provide a complete installation that complies with all ADA requirements, applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
40. Subcontractor is required to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
41. Contractor is responsible for all overtime required to comply with, meet and maintain the Construction Schedule.
42. Provide coordination, assistance, and necessary access for the Construction Manager'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.
43. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
44. The specifications, drawings, contract, subcontract and bid packages are complementary and what is called for by one document shall be binding as if called for by all documents. Contractors shall examine the full set plans and specifications to be fully satisfied as to the conditions of the project. No allowance shall be subsequently made to the contractor by reason of error on their part or obvious oversight not called to the attention of the Owner, Architect, CM and Consultant. In the case of omissions, conflicts, discrepancies or scope overlap between drawings, specifications, contract, subcontract, or bid packages, the CM will determine which takes precedence in accordance with AIA 201 4.2.11.

**Exclusions:**

1. Caulking and Joint Sealants not associated with plumbing.

**LOWRY CONSTRUCTION SERVICES, INC.**  
**SUBCONTRACT**

**PROJECT DESCRIPTION:** **TULSA PERFORMING ARTS CENTER**  
**PR 25 -14**  
**ADA IMPROVEMENTS**  
**FINISH AND SIGNAGE (IOT1)**  
**BID PACKAGE XX**

**PROJECT LOCATION:** **TULSA PERFORMING ARTS CENTER**  
**110 E. 2<sup>ND</sup> STREET**  
**TULSA, OKLAHOMA 74103**

This agreement is made to be effective this 8<sup>th</sup> day of **June, 2026**, by and between **[NAME]** (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 **TULSA PERFORMING ARTS CENTER** (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 **Tulsa** Construction Standards, **Tulsa** County Construction Standards, International Building Codes **2018**, Special Conditions, if any, and Technical Specifications, all contained in the Drawings dated **04/08/2026**, prepared by **Beck Design** (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 **April 27, 2026** 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 clean up 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 English-speaking 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 directed by LCS and/or 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 twenty-one (21) calendar days from the date of this agreement, submit all submittals (shop drawings, brochures, product data, samples, etc. ) as required by the Contract Documents or needed perform the work without delay, and shall provide sufficient copies to meet the requirements of LCS and the Architect. Submittals shall be formatted and transmitted by specification section. Each submittal shall be labeled with the corresponding specification section name and number. Only complete and correct submittal(s) sections shall be forwarded by LCS to the design team. Submittals not in compliance with section submittal requirements will be rejected. Time required to review submittals after the second time will be billed to the Subcontractor at LCS's hourly project manager rates (\$150.00/hour, current as of 2026).

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's attendance, by a competent Foreman and/or Project Manager is required for 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 an Invoice Affidavit and a current Certificate of Insurance, no later than the [Twenty Second \(22<sup>nd</sup>\)](#) day of each month. Payment will be made to subcontractor on or about the [Twenty-fifth \(25<sup>th</sup>\)](#) 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 Certificate of 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's 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, as determined by LCS, 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<sup>®</sup> Document A305<sup>™</sup> - 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-subsiary).

[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: [ ]