



PO Box 690960
Tulsa, OK 74169
918.234.7675 [p]
918.234.3811 [f]
www.trgcc.com

CONTACTS

Subcontract Agreements / Purchase Orders / Change Orders

Submit executed Subcontract Agreements, Purchase Orders, Change Orders, Supplement for Fast-Track project and Certificate of Insurance electronically as follows. The company must have a valid Certificate of Insurance as of the paid date of an invoice.

Attn: Jobcost
Ross Group
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
E-mail: jobcost@trgcc.com

Application for Payment (Exhibit 5), Release of Claims (Exhibit 3)

Prior to submitting Application for Payment (Exhibit 5), verify the following items are complete or will be completed in order to ensure compliance with the Subcontract Agreement; thereby, enabling payment to occur in accordance with the Subcontract Agreement.

A. Submit all Applications for Payment as follows:

Attn: Accounts Payable
Ross Group
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
Email: ap@trgcc.com
Note:

1. Aging of receivables commences once it has been received at the referenced location.
2. Applications for Payment are to be submitted by the 20th of each month.

B. Submit Exhibit 5 Application for Payment

The referenced is provided for guidance on the items reviewed during the approval process.

C. Submit Exhibit 3 Affidavit of Release and Payment of Debts and Claims

The referenced document is a Contingent Claim Release that becomes only in effect commensurate with the company rendering payment. Complete the document as if the submitted Exhibit 5 is to be paid. If this document is initially provided with Exhibit 5, the company will not have to verify that a Claim Release is received on previous payments prior to rendering payment on the current amount due.

D. Certificate of Insurance is valid through anticipated Payment Date.

The company must have a valid Certificate of Insurance as of the paid date of an invoice.

E. Change Orders

Verify that all Change Orders are executed and returned prior to anticipated payment date.



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SUBCONTRACT AGREEMENT

SUBCONTRACT NUMBER: 02025.10--0001 DATE: 8/10/2016

SUBCONTRACTOR: ROSS GROUP
PO Box 690960 TULSA OK 74169-0960
 (Herein called "Subcontractor")

CONTRACTOR: Ross Group
PO Box 690960 Tulsa OK 74169-0960
 (Herein called "Contractor")

PROJECT: Project Name
 (Herein called "Project")

OWNER: _____
 (Herein called "Owner")

ARCHITECT/ ENGINEER: _____
 (Herein called "Architect/Engineer")

SUBCONTRACT PERFORMANCE TIME: In accordance with Contractor's project schedule.

RETAINAGE AMOUNT: Percent (%) unless higher amount held by the owner

SUBSTANTIAL COMPLETION DATE: _____

PROJECT COMPLETION DATE: _____

SUBCONTRACT SUM: zero zero/100 Dollars
(\$0.00)

This Subcontract Agreement (herein called "Subcontract") is made to be effective this date, by and between ROSS GROUP (herein called "Subcontractor") and Ross Group (herein called "Contractor").

WITNESSETH, Whereas, Contractor has entered into a contract with the Owner to furnish all materials, tools, and equipment, and perform all Work and labor necessary for the complete construction of Project, and Whereas, Contractor requires the services of Subcontractor to complete a portion of the Project; and Whereas, Subcontractor is engaged in the business of construction of the nature required by the Scope of Work, Article 2; and Whereas, Subcontractor represents that it has reviewed contract documents and has an adequate, competent, fully trained organization together with the necessary tools, equipment and financial resources with which it desires to perform the Scope of Work for Contractor; and Whereas, Contractor and Subcontractor desire to enter into this Subcontract for the performing of the Scope of Work under the terms and conditions as herein provided.

In consideration of the mutual covenants and agreements herein contained Contractor and Subcontractor agree as follows:

ARTICLE I. CONTRACT DOCUMENTS: Subcontractor agrees to furnish all material and perform all work as described in Article II. Scope of Work, for the project in accordance with this Subcontract and the "Contract Documents", as prepared by the Architect/Engineer. The Contract Documents are a part of this Subcontract and consist of the following:

1. Contract between the Owner and the Contractor, dated: _____
2. Specifications: _____
3. Plans: _____
4. Addenda, amendments, supplements: _____

(herein collectively called "Contract Documents").

Subcontractor hereby acknowledges possession or receipt of Contract Documents, Item No. 2 through Item No. 4. Item No. 1 of the Contract Documents shall be made available to the Subcontractor for review and copying upon request. Subcontractor shall revise specifications and plans to reflect any changes made by, addenda, amendments, modifications, and/or change orders, before using for construction.

This Subcontract contains the entire agreement between Contractor and Subcontractor and supersedes all proposals and other communications. Exhibit 4 to this Subcontract shall govern in the event of conflict with any provisions in the Contract Documents. Subcontractor shall be bound to Contractor by the terms of the Contract Documents and this Subcontract, and assume toward Contractor all the obligations and responsibilities that Contractor by those documents assumes toward the Owner, including all the provisions thereof affording remedies and redress to Contractor from the Owner.

Subcontractor, hereby agrees to perform all work in accordance with the directions of Contractor 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 Contractor, and the Work to be performed shall fully comply with the aforesaid Contract Documents, and shall meet with the approval and acceptance of Contractor, the Architect/Engineer or other representative or agent of the Owner designated in the Contract Documents.

Any provisions required to be inserted in this Subcontract by the terms of the Contract Documents shall be deemed inserted, and shall have the same force and effect as if they are physically inserted herein in their entirety.

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

1. The Subcontractor shall furnish all materials, tools, and equipment, and perform all work and labor necessary for the completion of the following portion(s) of Project:
 2. Specification Sections: _____ Including but not limited to: Sections _____
 3. Includes: _____ See Exhibit 4 _____
 4. Excludes: _____ See Exhibit 4 _____
- (collectively called the "Work" herein)

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 Contractor's Construction Schedule and directions, furnishing all supervision, labor, material and equipment for forty (40) hours each calendar week or as necessary to comply with such schedule and directions. Subcontractor shall notify the Project Superintendent upon arrival and prior to leaving the job site each working day. Subcontractor's workmen shall have in their possession and reviewed the Contract Documents and submittals to such an extent so as to enable them to diligently prosecute the Work.

Subcontractor shall, upon request by Contractor, furnish all necessary information and assist in the updating of the Construction Schedule and in the coordination of the performance of the Work so as to minimize conflict or interference within the work of others. The Construction Schedule given to Subcontractor by Contractor at the beginning of the Project is to designate the amount of time allocated for the completion of each phase of the Work. It is understood and agreed that the scheduling and sequencing of all construction operations on the Project, including, but not limited to Subcontractor's Work, are at the option and discretion of Contractor. The Construction Schedule may only be modified by Contractor at its sole discretion and Subcontractor agrees to comply with any such modification(s). Subcontractor further agrees that the dates, sequencing and durations indicated in the Construction Schedule are, without the prior consent of Subcontractor, or any surety or sureties, subject to change, however minor or cardinal, at the discretion of Contractor. Upon request, Subcontractor will furnish to Contractor evidence that it has arranged for timely delivery of material and equipment. Subcontractor shall, within ten (10) calendar days from the date of this Subcontract, submit all shop drawings, brochures, data and samples as required by the Contract Documents or needed to carry on the work without delay, and shall provide sufficient copies to meet the requirements of Contractor and the Architect/Engineer.

Subcontractor expressly agrees to perform the Work in accordance with within the time limits specified in the Construction Schedule. Subcontractor also recognizes that, as provided for herein, only time extensions may be granted on account of any delay, beyond the control of Subcontractor, in the prosecution or completion of the Work. Subcontractor shall notify Contractor in writing of within two (2) working days after the commencement of such delay, stating the cause or causes of the delay and the extension of time to which Subcontractor claims it is entitled. If such notice requesting additional time is not given, Subcontractor shall be deemed to have waived any right that Subcontractor may have had to an extension of time. The decision of Contractor on Subcontractor's request for an extension of time shall be final and conclusive upon Subcontractor. If, however, as the result of any delays to Subcontractor's performance and completion of the Work not excused by Contractor in writing, Contractor shall incur additional expense(s) and/or become liable to the Owner because of Subcontractor's failure to complete the Work within the specified time limits, then Subcontractor shall indemnify and hold Contractor harmless from and against all such liability and/or additional expense(s).

ARTICLE IV. PERFORMANCE AND PAYMENT BOND: Subcontractor shall, upon Contractor's demand with the execution of this Subcontract, provide to Contractor separate bonds, either guaranteeing the complete performance of all work under this Subcontract and/or the payment of all indebtedness incurred in the performance of the Work, with coverage equal to the Subcontract Sum. These bond(s) shall be executed by a surety acceptable to Contractor and identified on the then current United States Department of the Treasury's List of Approved Sureties (Department Circular 570). These bond(s) shall also be in a form satisfactory to Contractor and shall provide for penal sums equal to the Subcontract Sum. The penal sums on all Subcontractor bonds shall be automatically adjusted by any changes (however cardinal or minor) to the sequence, type, nature, scope or size of the Work. Subcontractor's surety waives all requirements for notice of such changes. The bonds shall not be adversely affected by any changes (however cardinal or minor) to the type, nature, scheduling, scope or size of the Work or by prepayments to Subcontractor, regardless of whether the surety has been provided prior notice thereof, and surety's prior consent thereof shall not be required. The reference to this Subcontract within the Subcontractor's performance and/or payment bond(s) shall be deemed as an express acknowledgment and consent by the surety to be bound by all duties, liabilities and obligations which Subcontractor has to Contractor, including, but not limited to those in the event of delays or time related impact damages suffered by Contractor as a result of Subcontractor's performance or failure to perform.

ARTICLE V. PERIODIC PROGRESS PAYMENTS: Contractor shall make periodic, monthly progress payments to Subcontractor for the complete and satisfactory performance of the Work (subject to any additions and/or deductions as provided herein) only after receipt of payment for the Work from the Owner. The amount of the payment shall be for the value of Work completed by Subcontractor during the previous payment period, as approved and paid for by the Owner. It is the intention of the parties that the right of Subcontractor to payment under this Subcontract and the Contract shall be limited to payments from the fund consisting solely of the amounts Owner pays to Contractor on account of Subcontractor's Work under this Subcontract. Subcontractor promises to look for payment only from that fund. Subcontractor acknowledges that it relies on the credit of Owner, not Contractor, for payment of Subcontract Work. Subcontractor agrees that payment by Owner to Contractor on account of Subcontractor's Work is a condition precedent to Contractor's obligation to pay Subcontractor under this Subcontract. If Owner pays Contractor less than the full amount Contractor believes is due under the Contract on account of Subcontractor's Work under this Subcontract, then Contractor shall have no obligation to pay Subcontractor more than the amount it receives from Owner on account of Subcontractor's Work, less any markups or costs incurred by Contractor and to which Contractor is otherwise entitled. Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract on account of Subcontractor's Work under this Subcontract.

Applications for payment shall be submitted to Contractor no later than the twentieth (20th) day of each month. Payment will be made to Subcontractor on or about the twenty-fifth (25th) day of the following month, providing payment has been received from the Owner for the Work; otherwise, payment will be

made within five (5) business days after such receipt of payment. Acceptance of periodic progress payments by Subcontractor shall constitute a waiver of any and all claims by Subcontractor against Contractor, its surety, the Owner, the premises or any payment bond.

All Periodic Progress Payments/ Applications for Payment/ Invoices are to be submitted as follows in order to be considered for processing:

Attn: Accounts Payable
Ross Group
PO Box 690960
Tulsa OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@trgcc.com

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 Contractor. Subcontractor shall not divert any payments received to the satisfaction of obligations unrelated to the Project.

Subcontractor agrees to keep the premises or Project, to which this Subcontract relates, free and clear of materialmen's and mechanic's liens, other encumbrances or claims of any nature arising from Subcontractor's actions or this Subcontract and shall, at Subcontractor's sole cost and expense, defend against any such claim, lien, suit or proceeding that may be presented or filed. Subcontractor shall, upon request of Contractor, promptly purchase and provide an appropriate surety bond relative to any such liens or encumbrances. Contractor 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.

If any sub-subcontractor, laborer or material supplier of Subcontractor or any other person acting directly or indirectly for or through Subcontractor makes any demand or other claim against the Property or Project or against any payment bond executed by Contractor as principal in connection with the Project on account of any labor, material, services, equipment or other items furnished in connection with the Work, Subcontractor shall, at Subcontractor's sole cost and expense, defend against any such payment bond claim, demand, suit or proceeding.

Subcontractor hereby grants Contractor a lien upon all materials, tools and equipment of Subcontractor at the Project site or to be used in connection with the Work as security for the satisfactory performance and completion of the Work and for payment of all other outstanding obligations of Subcontractor arising from this Subcontract or the Work.

Subcontractor shall indemnify and hold harmless Contractor, the Owner, and the property upon which the Work is being performed from all liens, demands or payment bond claims of sub-subcontractors, laborers or material suppliers of Subcontractor or any other person acting directly or indirectly for or through it arising from the performance of the Work.

Subcontractor covenants and agrees that it will not file any mechanics' liens or claims against the Project, the Property or any payment bond executed by Contractor as principal in connection with the Project on account of any labor, material, services, equipment or other items furnished by Subcontractor in performing the Work.

Contractor 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 Contractor may make any such payment jointly to Subcontractor and a party to whom payment is due for equipment, material or labor.

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

ARTICLE VI. FINAL PAYMENT: Final payment by Owner to Contractor shall be a condition precedent to the right of Subcontractor to receive final payment from Contractor. 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 full and final release of all claims against Contractor, the Owner, and the Project for work performed and materials furnished, regardless of whether Subcontractor shall have executed a written release.

Subcontractor's final application for payment must be received by Contractor within sixty (60) calendar days of the end of performance of the Work (not including punchlist or other remedial work or warranty work). Final applications for payment received more than sixty (60) calendar days thereafter will not be paid.

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

ARTICLE VII. INDEMNITY AND INSURANCE: To the fullest extent permitted by law, Subcontractor shall indemnify Contractor, Architect/Engineer and the Owner, their respective officers, directors, owners, employees, agents, insurers, sureties, and parent and affiliated entities, against any and all claims, losses, injuries, demands, actions, judgments, damages and costs and expenses of every kind and description (including, without limitation, attorneys', consultants' and experts' fees) and hold them harmless therefrom arising out of or in any way related to (i) the performance by Subcontractor of its work under this Subcontract, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) any breach of this Subcontract by Subcontractor, or (iii) any act or omission by Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, their invitees, or any person performing work directly or indirectly on behalf of Subcontractor, or (iv) arising wholly or in part out of any negligent act or omission of Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or those for whom Subcontractor is responsible. The provisions of this paragraph are binding on Subcontractor where Subcontractor is, or is alleged to be, the cause, directly or indirectly, in whole or in part, of any injury, damage or loss, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. In the event any such claim, loss, injury, demand, action, judgment, damage, cost or expense arises out of this Subcontract, Contractor shall have the right to withhold from any payments due or to become due to Subcontractor an amount sufficient, in its sole discretion, to protect and indemnify it therefrom. Subcontractor's indemnification of any or all of the persons and entities indemnified hereunder shall, however, not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault

attributable to Subcontractor, its agents, representatives, Subcontractor's subcontractors or suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Nor shall Subcontractor's obligation to indemnify hereunder apply to any claim resulting solely from the act or omission of Contractor, Architect/Engineer or Owner. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which otherwise exist as to a party or person described herein.

Subcontractor shall protect, indemnify, defend and save harmless Contractor, Architect/Engineer and Owner from and against all damages and all costs and expenses, including, but not limited to, attorneys' fees, arising out of any infringement or claim of infringement on any patent or license in the use of any articles, equipment, or processes furnished or required to be furnished by Subcontractor under this Subcontract.

Upon the execution of this Subcontract, and before commencing the Work, Subcontractor shall furnish to Contractor certificates evidencing that Subcontractor has in effect policies of insurance proving insurance of the types and minimum coverage limits stated in Exhibit No. 1 to this Subcontract or the schedule of insurance contained in the Contract Documents, whichever is higher.

The certificates of insurance shall provide that the policies shall not be terminated or changed without thirty (30) calendar days' advance written notice to Contractor from the licensed agent or insurance company issuing the certificate.

Any insurance policy obtained by Subcontractor to fulfill the insurance requirements of the Subcontract shall name Contractor and the Owner as additional insureds (except for Workers' Compensation insurance) and provide that such insurance shall be deemed primary insurance to any similar insurance Contractor or the Owner may obtain for their benefit, which shall be excess or secondary but not contributing insurance. Each such policy obtained by Subcontractor shall provide that the insurer shall defend any suit against Contractor or the Owner, their officers, agents or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide Contractor and the Owner the right to engage their own attorneys for the purposes of defending any legal action against Contractor or the owner, their officers, agents or employees and that Subcontractor shall indemnify Contractor and the Owner for costs and expenses, including attorneys' fees, arising out of or incurred in the defense of such action.

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

If Subcontractor shall fail to obtain or maintain in force any required insurance then Contractor 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 or terminate Subcontractor's continued performance under this Subcontract in accordance with Article XIII of this Subcontract. In any event, Contractor shall in no manner incur any liability to Subcontractor or because of any defect or omission in coverage of any insurance that Contractor may elect to procure.

ARTICLE VIII. CHANGES, EXTENSIONS OF TIME AND PASS-THROUGH CLAIMS: Contractor may at any time during the progress of the Work and without the prior consent of Subcontractor or any surety make changes, however minor or cardinal, of and/or to the Work, including, without limitation, the type, scheduling, nature and/or scope or size of the Work, without invalidating this Subcontract. Before proceeding with any such change, Subcontractor shall obtain written authorization (a "Change Order") from Contractor. All Change Orders will become a part of this Subcontract, but no additional compensation, extensions of time or other changes will be recognized or paid for unless each such Change Order is authorized and approved, in writing, by Contractor. Failure to give written notice to Contractor within ten (10) calendar 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. Contractor shall not be liable to Subcontractor for any work claimed to have been performed for the benefit of Contractor or others, unless Contractor has signed an authorization for such work.

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

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

All claims which will affect or become part of a claim which Contractor is required to make under its contract with Owner within a specified time period or in a specified manner shall be made by Subcontractor as provided herein. Subcontractor shall provide Contractor with written notice and all particulars of such a "pass-through" claim, including all supporting documentation, within 10 working days preceding the time by which Contractor's claim under its contract with the Owner must be made. Failure to submit all particulars of such a claim, including all supporting documentation, within such time shall absolve Contractor and the Owner of all obligations therefor. Any additional claims made after an initial claim is submitted to the Owner and which is based or arises out of the same event as the initial claim will not be considered and is deemed waived. Notwithstanding anything in this Subcontract or the Contract Documents to the contrary, to the extent such a claim is ultimately a claim against the Owner or the Architect/Engineer, Subcontractor agrees that Contractor shall only be liable to the Subcontractor only to the extent that Contractor actually recovers damages or receives time extensions or additional costs from Owner pertaining to such claims.

ARTICLE IX. WARRANTY: Subcontractor shall warrant the Work against all defects in materials or workmanship as called for in the Contract Documents, or if no warranty is called for, then 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 Contractor 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, Contractor, its employees, and other subcontractors and suppliers 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.

Subcontractor agrees that the contract sum specified herein includes all applicable state sales taxes, excise taxes, transportation taxes, health, welfare, training and/or other fringe benefits due under any collective bargaining or other agreement, unemployment compensation taxes, old age benefits and social security taxes. In addition, Subcontractor agrees to withhold from all 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 reasonably clean of debris resulting from the performance of the Work. If Subcontractor fails to comply with this requirement, Contractor will perform the same and deduct the cost of such performance from any amount due to Subcontractor. Contractor shall give Subcontractor one working day verbal notice followed by written notice of noncompliance before performing the clean-up work for Subcontractor's account. Subcontractor shall leave all completed work in clean conditions and shall take all reasonable precautions for the protection of completed work from damage by others.

ARTICLE XII. ASSIGNMENT: This Subcontract or any part of it shall not be assigned or sublet without the written approval of Contractor, nor shall the right to receive any payments due under it be assigned without the written approval of Contractor. No attempt to make such an unauthorized assignment need be recognized by Contractor. The approval of or acquiescence in any assignment or subletting shall not constitute a waiver of the right of Contractor to disapprove any other proposed assignee or sub-subcontractor or to refuse to consent to any other assignment or subletting.

ARTICLE XIII. SUBCONTRACTOR'S DEFAULT – TERMINATION FOR CAUSE: If Subcontractor fails or neglects to carry out the Work in strict compliance with the Subcontract and Contract Documents or is otherwise in default of any of its obligations thereunder, and fails to commence and continue correction of such default(s) or neglect with diligence and promptness as Contractor, in its sole discretion deems necessary, Contractor may, after 48 hours following delivery to Subcontractor of written notice thereof and without prejudice to any other remedy Contractor may have, (i) supplement Subcontractor's performance with additional material, supplies, equipment or labor, pay for same and deduct the amount therefor from any money then or thereafter due Subcontractor (if such offset is not sufficient, Subcontractor hereby agrees to pay any deficiency promptly upon demand), or (ii) terminate Subcontractor's continued performance under the Subcontract. Termination of performance may be immediate (without prior notice) in the event of conditions hazardous to persons or property. Any such termination of performance shall be deemed to be for cause.

Upon a termination of Subcontractor's continuing performance under the Subcontract for cause, Contractor may, without limitation of any other available remedies, proceed as follows: (i) direct Subcontractor to immediately leave the site, but to give possession of all materials and supplies at the Project site or stored off-site to Contractor for use in completing the Work; in the event of such a directive to leave the site, Subcontractor agrees to do so immediately, even if it disputes the grounds for the directive; Contractor shall also provide or cause to be provided such other materials, supplies, tools, equipment, machinery, labor, services and other items as Contractor, in its sole discretion, deems necessary to complete the Work; or (ii) by certified mail addressed to Subcontractor's surety, if any, require the surety to provide such materials, supplies, tools, equipment, machinery, labor, services and other items as may be necessary to complete the Work in strict compliance with the Subcontract and Contract Documents. Contractor shall apply any unpaid balance under the Subcontract to pay for all such completion costs; provided, that Contractor may first require Subcontractor or its surety, if any, to fund any anticipated excess completion costs. In all such events, if the unpaid balance of the Subcontract exceeds the costs of completing the Subcontractor's Work together with interest on such costs and together with any offsets and deductions available to the Contractor, such excess shall be paid to the Subcontractor. However, if the total of all such costs, interest, deductions and offsets exceed any such unpaid balance under the Subcontract, Subcontractor or Subcontractor's surety shall pay the difference to Contractor upon demand.

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

It is recognized that if Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), or if it dissolves, dies or otherwise ceases to exist, or if it becomes insolvent or unable to pay its debts as they become due, such events could impair or frustrate Subcontractor's performance of this Subcontract. Accordingly, it is agreed that upon the occurrence of any such event, Contractor shall be entitled to make a written request of Subcontractor or its successor or surety, if any, to provide adequate assurances of future performance. Failure to comply with such a request by Contractor within 48 hours of delivery of the written request shall entitle Contractor, in addition to any other rights and remedies provided by this Subcontract or by law or equity, to (i) supplement Subcontractor's performance with additional material, supplies, equipment or labor, pay for same and deduct the amount so paid from any money then or thereafter due Subcontractor (if such offset is not sufficient, Subcontractor shall pay any deficiency promptly upon demand), or (ii) terminate Subcontractor's continued performance under the Subcontract. Such termination of performance shall be deemed to be for cause, and this article shall apply thereto.

ARTICLE XIV. ARBITRATION: Notwithstanding any provisions in the Contract Documents, neither Contractor nor Subcontractor shall have any right to compel the other to arbitrate any dispute involving a claim for money or any other dispute, unless all parties necessary to the complete determination of all rights and liabilities, including claims over against third parties, may be compelled or agree to join in and be bound by the arbitration proceedings.

ARTICLE XV. ATTORNEYS' 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, the parties agree that neither, as the prevailing party or otherwise, shall be entitled to recover any of its attorneys' fees, costs or other expenses incurred in the prosecution of the proceeding. To that end, the parties hereto expressly waive every statutory or other basis for the recovery of attorneys' fees, costs or other expenses in any such 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.

ARTICLE XVII. TERMS AND PROVISIONS: The terms and provisions of this Subcontract shall extend to and be binding upon the heirs, successors, executors, administrators, trustees, and lawful assignees of the parties hereto.

ARTICLE XVIII. RISK OF LOSS: With respect to any materials delivered or installed in the Project by Subcontractor, its employees, agents and Sub-Subcontractors and suppliers, the risk of loss shall be upon Subcontractor. The complete performance of the Subcontract is at the risk of the Subcontractor until final acceptance.

ARTICLE XIX. QUALITY OF THE WORK: Subcontractor agrees to perform the Work in a good and workmanlike manner, and in accordance with the best construction practices. Skilled and reputable craftsmen and laborers shall perform the Work.

ARTICLE XX. REMOVAL OF SUBCONTRACTOR'S EMPLOYEES: At the request of Contractor, Subcontractor shall immediately remove from the Project any employee, representative, agent or any other person acting directly or indirectly for or through Subcontractor (hereinafter collectively "Person(s)"), who fails to conform to the instructions of Contractor's representative(s) in connection with the performance of any Work on the Project. Subcontractor agrees to indemnify Contractor, its officers, directors, owners, employees, agents, insurers, sureties and apparent and affiliated entities against and from any claims, losses, injuries, demands, actions, judgments, damages and costs resulting from the removal of any such Persons from the Project.

ARTICLE XXI. CONTROLLING LAW AND EXCLUSIVITY OF VENUE: This Subcontract shall be governed by and interpreted in accordance with the laws of the State of Oklahoma and Subcontractor further agrees that the venue of any action hereunder shall lie exclusively in either the District Court for Tulsa County, State of Oklahoma or in the United States District Court for Northern District of Oklahoma, as may be the case.

ARTICLE XXII. TERMINATION WITHOUT CAUSE: Contractor may at any time and without notice to any surety or sureties terminate Subcontractor's continued performance under the Subcontract for the convenience of Contractor without articulating any reason and without any default under the Subcontract. Any such termination shall be deemed to be "without cause." Upon receipt of any such notice, Subcontractor will cease all work under this Subcontract, and this Subcontract shall terminate effective as of the date such notice is received by Subcontractor. In the event of such a termination without cause and notwithstanding any other provision of the Subcontract to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive, as its entire and sole compensation, its actual costs of performing the Work to date of termination, as determined by audit of Subcontractor's records, plus verifiable cancellation charges and demobilization costs, as well as such markup for overhead and profit as Contractor, in its sole discretion, deems reasonable, but in no event shall such amounts paid and payable hereunder exceed the total Subcontract Sum. Subcontractor shall make its records available at reasonable times and places for Contractor's audit.

If Contractor is ever found to have improperly terminated Subcontractor's continued performance under this Subcontract for cause, such termination shall be automatically converted to a termination for convenience (without cause) and Subcontractor shall be limited in its recovery strictly to the compensation provided for in this article.

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

If the Contract, or any portion of it, is terminated by the Owner, settlement for Subcontractor will be in accordance with Contract Documents. If no settlement provision exists, Contractor agrees to pay to the Subcontractor whatever amount attributable to this Subcontract Contractor succeeds in collecting from the Owner, less previous payments on account of Work completed by the Subcontractor up to the time of the Owner termination.

In the event that suspension of the Subcontract is ordered by Contractor because of a suspension of Contractor's contract with Owner for any reason, then receipt of payment by Contractor from Owner for such suspension of the Subcontract shall be a condition precedent to the right of Subcontractor to payment for such suspension.

ARTICLE XXIII. EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION: It is the policy of Contractor, to provide equal opportunity for employment and advancement at all levels of employment, on the basis of ability and aptitude, without regard to race, color, religion, sex, national origin, age, veteran status or handicap.

The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex or national origin.

Subcontractor shall comply with all provisions of Executive Order 11246 dated September 24, 1965, as amended and the Rehabilitation Act of 1973, as amended, and 38 USC 2012 Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended and of the rules, regulations and relevant order of the Secretary of Labor.

ARTICLE XXIV. CERTIFICATION OF NON-SEGREGATED FACILITIES: Subcontractor certifies to Contractor, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at all locations under its control where segregated facilities are permitted and maintained.

As used on this certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities, or any facility which is, in fact, segregated on the basis of race, color, creed or national origin because of habit, local custom, or otherwise. It is agreed and understood that maintaining or providing segregated facilities, or permitting employees to perform their services at any location under its control where segregated facilities are maintained, is a violation of the Equal Opportunity Clause.

It is understood that a breach of this certificate may be grounds for termination or cancellation of the Subcontract in accordance with any order of the Secretary of Labor.

Subcontractor agrees that it has obtained, or will obtain prior to the award of any non-exempt contract, a like certification of non-segregated facilities from its subcontractors or vendors, and that it will retain such certificates in its file, and that it will forward to any subcontractor or vendor or proposed subcontractor or vendor a notice identical to that set forth above.

The penalty for the making of any false, fictitious, or fraudulent statement or representation is prescribed in 18 U.S.C. 1001.

ARTICLE XXV. MISCELLANEOUS: This Subcontract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives; provided, however, that nothing in this section shall be construed to authorize the Subcontractor to make an assignment or transfer prohibited by Article XII of this Subcontract.

No provision contained in this Subcontract shall create or give to third parties any claim of right of action against Contractor or the Owner beyond such as may legally exist in the absence of such provision.

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

ARTICLE XXVI. EXHIBITS: The following exhibits are hereby made a part of this Subcontract:

1. Schedule of Required Insurance
2. Additional Information
3. Affidavit of Release and Payment of Debts and Claims (Submit with Each Application for Payment)
4. General Description of Scope of Work
5. Application for Payment (Submit with Each Invoice)

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

Ross Group	ROSS GROUP
CONTRACTOR	SUBCONTRACTOR
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ANY CONTRACT BETWEEN THE PARTIES OR OTHER RIGHT TO COMPENSATION IS EXPRESSLY CONDITIONED UPON THE EXECUTION OF THIS SUBCONTRACT. CONTRACTOR RESERVES THE RIGHT NOT TO EXECUTE THIS SUBCONTRACT. UNLESS AND UNTIL CONTRACTOR EXECUTES THIS SUBCONTRACT, CONTRACTOR SHALL NOT BE BOUND BY ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN. SUBCONTRACTOR SHALL NOT BE OBLIGATED TO PERFORM ANY WORK HEREUNDER UNTIL CONTRACTOR EXECUTES THIS SUBCONTRACT. IN THE EVENT CONTRACTOR DOES NOT EXECUTE THIS SUBCONTRACT, NEITHER CONTRACTOR, NOR SUBCONTRACTOR SHALL HAVE ANY LIABILITY TO THE OTHER AND CONTRACTOR SHALL HAVE NO LIABILITY TO SUBCONTRACTOR TO MAKE PAYMENTS FOR WORK PERFORMED BY CONTRACTOR, IF ANY, OR FOR ANTICIPATED PROFITS.

EXHIBIT 1 TO SUBCONTRACT

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability prior to commencement of work through final date of date of payment to Subcontractor:

- 1) Commercial General Liability (CGL).
 - a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability.
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.
- 3) Commercial Umbrella.
 - a) Umbrella limits must be at least \$1,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
- 4) Workers Compensation and Employers Liability.
 - a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- 5) Waiver of Subrogation.

Subcontractor waives all rights against Contractor, Owner and Architect/Engineer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.
- 6) Notification of Cancellation, Non-Renewal or Material Change in Coverage
In accordance with FAR 52.228-5 Insurance – Work on a Government Installation, Subcontractor’s General Liability, Automobile Liability, Umbrella Liability and Workers’ Compensation policies shall be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance in the event of cancellation, non-renewal or material change in coverage of said policies and the subcontractor will replace “will endeavor” with “must notify” in their Certificate of Insurance.
- 7) Certificates of Insurance.

Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor’s Commercial General Liability Policy. Subcontractor shall maintain on file with the contractor valid certificates of insurance until final payment is received by the Subcontractor.

ROSS GROUP

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 2 TO SUBCONTRACT

Amendments to the tax law requires that companies withhold twenty percent of any payments to recipients of dividends, interest, royalties or other payments required to be reported to the Internal Revenue Service unless the recipient of such payment has a federal identification number or social security number on file with the company making the payment.

In order to comply with regulations, thus allowing us not to withhold any money due you, we request that you complete the information and return the entire letter to our office as soon as possible.

Sincerely;

Ross Group
PO Box 690960
Tulsa OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@trgcc.com

Name of Vendor: ROSS GROUP

Address: PO Box 690960
TULSA OK 74169-0960

Check Type of Organization:
Sole Proprietorship () Partnership () Corporation ()

Vendor Tax I.D. Number: _____
Or

Social Security Number: _____

DUNS Number: _____

Address that corresponds to DUNS number: _____

Cage Code: _____

Phone Number: (918) 234-7675

Fax Number: (918) 234-3811

Email Address: _____

NAICS Code applicable to the work: _____

Additionally, complete the following Business Size and Classification information to assist the Contractor with tracking and monitoring its business utilization goals as required on its Federal contracts. The definitions of each type of business areas are as indicated in FAR Clauses 52.219-1, 52.219-8, 52.219-9, and 52.226-2 and 13 CFR 121.

BUSINESS SIZE AND TYPE CLASSIFICATION

The Subcontractor represents, pursuant to the following that it is: (Check the applicable box or boxes).

- A. Large Business Concern
- B. Small Business Concern
- C. Women-Owned Small Business Concern (WOSB)
- D. Small Disadvantaged Business Concern
- E. HUB Zone Small Business Concern (HUBZone SB)
- F. Veteran-Owned Small Business Concern (VOSB)
- G. Service-Disabled Veteran-Owned Small Business Concern (SDVOSB)
- H. Historically Black College or University/Minority Institution (HBCU/MI)
- I. Non-profit Institution
- J. Foreign Business Concern

K. Indian Organization or Indian-owned Economic Enterprise

L. Indian Tribe Owned

M. Alaska Native Corporation

The undersigned acknowledges and understands under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
Be punished by imposition of fine, imprisonment, or both;
Be subject to administrative remedies, including suspension and debarment; and
Be ineligible for participation in programs conducted under the authority of the Act.

AGREED TO AND CERTIFIED BY:

ROSS GROUP

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 3 TO SUBCONTRACT

AFFIDAVIT OF RELEASE AND PAYMENT OF DEBTS AND CLAIMS

Attn: Accounts Payable
Ross Group
PO Box 690960
Tulsa OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@trgcc.com

Project / Description: _____
Subcontract No: _____ LOCATION: _____
ROSS GROUP (Subcontractor) acknowledges that it has been paid in full all that is owed
to it on account of labor and work performed and material and equipment furnished for the Project, with the exception
only of a balance of _____ which is now due and unpaid.

Upon receipt of the stated unpaid balance, Subcontractor agrees that this release and waiver shall become fully effective to release and waive any existing
artisan's, mechanic's, materialmen's and other liens of similar nature and to release and waive all of Subcontractor's rights to claim or assert any such lien, as
well as all other claims, demands and debts against Contractor, its surety, and the Project's Owner(s) on account of labor and work performed and material
and equipment furnished for the Project or otherwise under the Subcontract or any other agreement relating to the Project.

Subcontractor further swears that Subcontractor has paid or will pay upon receipt of the stated unpaid balance or will otherwise satisfy all obligations for all
material and equipment furnished, for all work, labor and services performed and for all indebtedness and claims against Subcontractor or any other person
or entity acting by, through or under Subcontractor in connection with the Project.

Upon receipt of the stated unpaid balance, Supplier agrees to hold Contractor, its surety, the Project's Owner(s), their successors, assigns and secured
lenders harmless from all claims, demands, suits and liens waived, assigned or released under this instrument for labor and work performed, material and
equipment furnished and for any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of
any kind it may have as of the date of this Waiver, except as stated below, and further agrees to remove and release any such claim or lien on the Project
Property or the improvements thereon immediately upon the notice of the filing of any such claim or lien by anyone claiming by, through or under
Subcontractor.

Subcontractor ROSS GROUP
Signature: _____
Printed Name/ Title/Company _____
Date: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public

My commission expires: _____ My commission number: _____

EXHIBIT 4 TO Subcontract

GENERAL DESCRIPTION OF THE WORK

Attn: ROSS GROUP
PO Box 690960
TULSA, OK 74169-0960

Date: 8/10/2016

Furnish all supervision, labor, materials, equipment, transportation and supplies necessary to perform

Work for the Project in accordance with the Contract Documents, including, without limitation, Section(s) of the specifications, such work to include, without limitations, the following:

1. Notwithstanding anything to the contrary in the Contract Documents, the parties agree that the following provisions shall control:
 - a. In the event of any conflict between the Contract Documents and applicable governing codes, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Price as a result of making the Work so comply.
 - b. In the event of any conflict between the Contract Documents and the Subcontract Agreement, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Amount as a result of making the Work so comply.
 - c. In the event of any conflict between the Subcontract Agreement and applicable governing codes, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Amount as a result of making the Work so comply.
2. Clean all areas of debris, trash, food and drink containers caused by your operations on a daily basis. Failure to perform the required cleanup on a daily basis will result in a Backcharge if the work is performed by Contractor's forces.
3. Safety policies and procedures shall comply with governing codes and all other pertinent federal, state and/or municipal laws, rules, codes, regulations or standards or as required by owner.
4. Subcontractor's project personnel will attend a Weekly Safety Meeting as coordinated by Contractor.
5. Shop Drawings and Submittals as per Section:
6. The normal working hours for the project are 7:00 AM to 4:00 PM Monday through Friday. Deviation from referenced working hours requires approval by the Construction Manager. Seven (7) calendar day notice is to be provided for work to be performed during other than normal working hours.
7. MSDS Sheets shall be submitted for approval prior to chemical or material delivery.
8. Provide manufacturers confirmation of delivery dates for all equipment.
9. Subcontractor shall submit close-out documents including, but not limited to: all warranties, guarantees, maintenance manuals, and operating manuals prior to completion of fifty percent (50%) of Subcontractor's work.
10. Submit all certified payroll documents weekly for submission to Owner. Certified payroll to include Owner Contract Number, Wage Decision Number and Wage Decision Date being used. Payrolls are to be submitted via method as designated by Contractor's certified payroll specialist.

SAFETY NON-COMPLIANCE

Subcontractors shall be familiar with and abide by all health, safety, and environmental (HSE) policies in accordance with federal HSE regulations, Contractor and/or customer mandated HSE regulations, whichever is more stringent. The Contractor's safety requirements can be found in the Accident Prevention Plan (APP) and can be provided upon request. In the event the subcontractor fails to meet certain safety requirements and/or standards, the Contractor reserves the right to impose the following fines via Deductive Change Order:

- a. No PPE or improper PPE worn: \$50.00
- b. Worker misuse of ladder: \$50.00
- c. Damaged electrical cords: \$50.00
- d. Housekeeping issues: \$50.00
- e. Unlabeled containers/No SDS: \$50.00
- f. Nonattendance of weekly toolbox talk-worker: \$50.00
- g. Nonattendance of weekly toolbox talk-foreman: \$100.00
- h. Worker not attending site HSE orientation: \$100.00
- i. Improper storage of gas cylinders: \$100.00
- j. Seatbelt not worn in equipment: \$100.00
- k. Any other HSE violation not immediately dangerous to life and health (IDLH): \$100.00
- l. Failure to complete inspection of activity by Competent Person where required: \$200.00
- m. Storm water protection noncompliance: \$200.00 plus cost to fix
- n. Worker not trained for work to be performed: \$500.00*
- o. Misuse of equipment: \$500.00
- p. Personal fall protection not worn in aerial lift: \$500.00*
- q. Lifting over occupied space: \$1000.00*
- r. Removal of barricade and leaving area unattended: \$1000.00*
- s. Exposure to fall of more than six (6) feet: \$1000.00*
- t. Work in unprotected excavation: \$1000.00*
- u. Any other HSE violation deemed IDLH: \$1,000.00*

*** Personnel will be removed from the project immediately and fine will be imposed.**

ROSS GROUP _____

Subcontractor _____

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 5 TO SUBCONTRACT

APPLICATION FOR PAYMENT

Attn: Accounts Payable
 Ross Group
 PO Box 690960
 Tulsa, OK 74169-0960
 Phone: (918) 234-7675
 E-mail: ap@trgcc.com

Subcontractor ROSS GROUP
 Address: PO Box 690960
TULSA, OK 74169-0960
 Phone (918) 234-7675
 Email: _____

Date: _____
 Application No. _____
 Subcontractor Invoice No. _____
 Project No. _____
 Project: _____

- | | |
|--|---------------------|
| 1. Original Contract Sum: | _____ <u>\$0.00</u> |
| 2. Net Change by Change Order: | _____ |
| 3. Contract Sum to Date (Item 1 + Item 2) | _____ |
| 4. Total Earned to Date (Percent Complete _____%): | _____ |
| 5. Less Previous Total of Applications For Payments:
(item 4 from previous Application for Payment) | _____ |
| 6. Current Application for Payment (Item 4 – Item 5) | _____ |
| 7. Retainage for Current Application (Item 6 x %): | _____ |
| 8. Total Due this Application for Payment *Item 6 – Item 7) : | _____ |

For Subcontractor Use:

- | | |
|---|---|
| <input type="checkbox"/> Payroll Reports (Federal) | <input type="checkbox"/> General Liability Insurance |
| <input type="checkbox"/> SF1413 (Federal) | <input type="checkbox"/> Workers Compensation Insurance |
| <input type="checkbox"/> Release (from previous Applications for Payment) | <input type="checkbox"/> Automobile Insurance |
| <input type="checkbox"/> Executed Subcontract Agreement | |

Signature: _____ Date: _____

Name/Title: _____

Note: Payment shall be rendered according to Article V. Payments per Subcontract Agreement.

For Contractor Use:

- Payroll Reports (Federal)
- SF1413 (Federal)
- Release (from previous Applications for Payment)
- Executed Subcontract Agreement
- General Liability Insurance
- Workers Compensation Insurance
- Automobile Insurance

Contractor Finance:

Cost Code _____ - _____ - _____ - _____ - _____
 In _____ Out _____ Back _____ Pstd _____

Batch _____
 BC to: _____
 Paid Date: _____
 Paid Amount: _____
 Check No: _____

Amount Approved: _____
 By: _____ Date: _____