



CONSTRUCTION SERVICES, INC.

*Wright Construction Services, Inc.****Subcontract Agreement***

CONTRACTOR: Wright Construction Services, Inc. 11 Lami Industrial Drive St. Peters, MO 63304 CONTACT: Collin Greene	DATE: December 16, 2025 SUBCONTRACT NUMBER: 25-01-0110126 WCS PROJECT NUMBER: 25-01-011
SUBCONTRACTOR: Moon River Signs Inc. 4511 Niagara Dr. St. Louis, MO 63129	OWNER: City of O'Fallon P.O. Box 870643 100 North Main Street Kansas City, MO 64187-0643
CONTACT: J. Nicholas Pavlovits PHONE: 314-369-8649 FAX: 314-487-3475 EMAIL: nick@moonriversigns.com	ARCHITECT/ENGINEER: Police Facility Design Group 500 Grand Boulevard Suite 201A Kansas City, MO 64106
PROJECT: CASTLE 2400 Highway 79 O'Fallon, MO 63366	SUBMIT INVOICE TO: Wright Construction Services, Inc. 11 Lami Industrial Drive St. Peters, MO 63304 invoices@wrightconstruct.com

Project Classification: Federally Funded Tax Exempt Prevailing Wage
 Certified Payroll* LEED Project Homeland Security E-Verify

* If Certified Payroll is checked, Payroll Documentation must be submitted to Wright Construction Services, Inc. each week. [1] Original and [2] copies.

Section 1 - The Agreement:

This Subcontract, entered into this 16th day of December, 2025 by **Wright Construction Services, Inc.**, a Missouri Corporation, hereinafter called "**Contractor**", and Moon River Signs Inc., hereinafter called "**Subcontractor**", for Subcontract work on the above referenced project [hereinafter called "**Subcontract**"].

Description of Work:

Signage Plaques Dimension Letter Signage Exterior Panel

Contract Amount: \$71,800.00**Retainage Withheld:** 5 %**Schedule:** Attached in Subcontractor Packet in Appendix "D"**This Contract is required to be returned to Wright Construction Services, Inc. by: December 26, 2025.**

WITNESSETH: That the said Contractor and Subcontractor, for and in consideration of the mutual promises and agreements by and between the parties agree as follows:

Section 2 - Scope and Schedule of Work

2.1 Documents

2.1.1 Contract Documents. The term "Contract Documents" when used herein includes all portions of the Agreement between Contractor and Owner (except private financial data) and all Advertisements for Bids, Instructions to Bidders, Bid Documents Addenda, Plans, Drawings, Specifications, Soils Report, General and Special Conditions, Guarantees, and all other documents forming or by reference made a part of such Agreement. See Appendix "A".

2.1.2 Priority of Contract Documents. Subcontractor acknowledges that all of the Contract Documents are on file in the Contractor's office or available electronically and Subcontractor represents that it has been given the opportunity to examine all of the Contract Documents and is familiar with the terms and conditions thereof. Subcontractor agrees to be bound towards Contractor in the same manner and extent as Contractor is bound towards Owner under the general terms and conditions of the Contractor's agreement with Owner, and insofar as the overall terms and requirements of the Contractor's agreement with Owner relate to the Subcontractor's work. All rights and remedies of Owner toward Contractor under the general terms and conditions of the Contractor's agreement with Owner shall be available to Contractor as to Subcontractor. In the event that there is a conflict between any of the terms and conditions of this Subcontract Agreement and the general terms and conditions of the Contractor's agreement with the Owner ("Prime Agreement"), the terms of this Subcontract agreement shall apply. In the event of conflict between the Contract Documents and this Subcontract, the provisions requiring the highest standard, strictest performance, or shortest time for notice shall govern.

Subcontractor shall incorporate the terms and conditions set forth in the Prime Agreement and this Agreement into any and all agreements with any subcontractors or suppliers (of any tier).

2.2 Performance. The Subcontractor agrees at its own cost and expense to perform all work, furnish all shop drawings, samples, testing, layout, supervision, labor, materials, supplies, tools, equipment, permits, licenses, insurance, and all other items necessary or incidental thereto, including payment of all royalties, sales tax and other taxes, necessary for the completion, as required by the "Contract Documents" for the work herein termed "Subcontract Work" and more fully described in Appendix "B". The Subcontract Work shall, in all respects, be of the best quality materials and skilled workmen shall perform all work. Subcontract Work shall be the highest standard of work achieved by craftsmen in this trade. If any person employed by Subcontractor on the work should appear to the Contractor, in its sole discretion, to be incompetent, disorderly or working in an unsafe manner, that person shall, at the request of Contractor be at once removed and not again employed on any part of the work.

Agreements, contracts or obligations with or owed to third parties shall in no way excuse performance of this Subcontract. Subcontractor agrees to maintain adequate labor, materials and equipment on the jobsite at all times to complete the Subcontract Work within the schedule unless otherwise directed by Contractor.

2.3 Commencement. Subcontractor agrees to begin work on date shown on page one, or such earlier or later time as directed by Contractor. Should either an earlier or later date be set by Contractor for Subcontractor to begin work, then Subcontractor shall begin work within forty-eight hours after being so directed by Contractor, Subcontractor agrees to complete all work set forth in Appendix B within the time specified on page one. If work is added to, changed, or deleted from the Subcontract Work, Subcontractor shall perform said Subcontract Work based on approved changed orders.

Subcontractor acknowledges that time is of the essence in the performance of the scope of the work described herein and strict adherence to the project schedule is essential. Subcontractor agrees to cooperate with the preparation and periodic updating of the schedule when requested to do so by Contractor. Contractor shall have the right at any and all times to modify the project schedule, to suspend, delay, or accelerate, in whole or in part, the commencement or execution of Subcontractor's Work or any portion thereof or to vary the sequence thereof, to reasonably decide the time, order and priority of the various portions of Subcontractor's Work, and all other matters relating to the Project. As the Project progresses, Contractor also shall have the right to modify the time, order and priority of the various portions of Subcontractor's Work, in order to respond to job conditions and/or achieve timely completion of the entire Project.

Section 3 - Subcontractor's Responsibilities and Rights

3.1 Site Visitation

3.1.1 Site Conditions. Subcontractor represents that it has visited the site and it has satisfied itself and has become fully acquainted with the nature and location of the work contracted for hereunder, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, weather conditions, general site conditions, river stages or similar physical conditions, the conformation and condition of the ground, the soil structure and subsurface conditions, including rock, obstructions, actual levels, excavating, filling-in, the character of equipment and facilities needed preliminary to and during prosecution of the work, the probability of new tax levies or increases in taxes, costs of materials and wage rates, the availability and delivery of any equipment and material, and all other matters whether or not specifically listed herein which in any way might affect the work under this Subcontract, or cost thereof.

3.1.2 Discovery of Deficiency. Subcontractor, prior to commencing with his work, shall inspect the area in which he is going to work in order to determine that the work performed by others is in a suitable condition to receive his work. Should this inspection show a deficiency in material or improper installation by others then he shall immediately inform Contractor in writing of his findings and shall not proceed unless instructed by Contractor. If Subcontractor proceeds with his work without such written notice, he shall be deemed to have accepted the work performed by others and acknowledged the fitness of the site.

3.2 Assignment. Subcontractor shall not in any way assign, subcontract or otherwise transfer, in whole or in part, any of its rights, interests, obligations, accounts receivable, or any other receivable under this Subcontract to any Third Party or creditor without the prior written consent of Contractor. Any delegation or assignment of Subcontractor's work, duties, rights, interests, obligations or accounts receivable made by the Subcontractor of this Agreement or any part thereof without the prior written consent of Contractor's duly authorized representative shall be void. Should a third party take an assignment of Subcontractor's alleged "account receivable" by any method, it is expressly understood that Contractor shall have the right, but not the obligation, to negotiate directly with any subcontractors or suppliers (of any tier) to Subcontractor any claims (written or oral) made by those parties with respect to labor, services or materials provided to the project. Further, in such an event, Subcontractor's "account receivable" for the project shall not be calculated, or due and owing, until such time as Contractor has fully negotiated and (at Contractor's sole option) paid any and all subcontractor or supplier claims. Subcontractor's final "account receivable", for which a third party may take an assignment, shall reflect a deduction for all amounts paid by Contractor to Subcontractor's subcontractors and suppliers, and all attorneys' fees, costs and expenses incurred by Contractor in responding to, defending against or negotiating those claims.

3.3 Identification of Suppliers/DBE. Subcontractor certifies that the following list itemizes all suppliers, sub-subcontractors and others acting for the Subcontractor in connection with the Subcontract Work:

- If project is not using GC Pay, use Attached "APPENDIX C Affidavit of Subcontractor". No payments will be made unless this form has been received and approved by the General Contractor. This form will also be required to be updated monthly and submitted with pay applications as an express condition precedent to the Subcontractor receiving payment.
- If GC Pay is used for processing pay applications, Subcontractor must complete the "Tier Vendors" tab prior to submitting its first pay application. All further pay applications must have all tier vendors updated and all lien waivers completed. Pay applications with incomplete or outdated Tier Vendor information will be rejected.

Any changes or additions to, and deletions from, the above list shall be submitted to the Contractor for prior written approval.

3.3.1 No Third-Party Beneficiaries. Nothing contained in this Subcontract shall be construed to create a contractual relationship other than between Contractor and Subcontractor. Where other persons or entities are mentioned or described, including instances in which Contractor shall have the option of making direct payments to persons or entities other than Subcontractor, said persons or entities shall have no rights as to Contractor and no third-party beneficiary status is conveyed or conferred by this Subcontract. This Subcontract is solely for the benefit of Contractor and Subcontractor.

3.4 Communication

3.4.1 With Owner. Subcontractor agrees not to enter into any separate negotiations with Owner for any items affecting the work to be performed under this contract, other work on the project, or the contract price herein stipulated. All negotiations are to be conducted through and approved by Contractor.

3.4.2 With Contractor. Subcontractor acknowledges its understanding that directions for work or action may be received only from the following Contractor designates: Project Manager, Superintendent, Foreman or any Wright Construction Services, Inc. Corporate Officer. Subcontractor assumes responsibility for action taken at the direction of any other party even if that party is a Wright Construction Services, Inc. employee.

3.4.3 Progress Meetings. Subcontractor shall attend all subcontractor coordination meetings starting 2 weeks prior to beginning work onsite or as requested by Contractor and continuing as long as Subcontractor has work to complete onsite. A competent person with knowledge of the Project and with the ability to make binding decisions for the Subcontractor is required to attend.

3.5 Cooperation

3.5.1 Other Work. It is understood and agreed that this Subcontract Work may constitute only a part of the work being performed for Owner by Contractor and/or others. Subcontractor agrees to perform the work called for hereunder in such manner as not to impede, injure or damage any other work being performed by Contractor or others, and further agrees to pay for any damages that may be caused to such work by Subcontractor or its subcontractors, suppliers, invitees and others acting for the benefit of the work to be performed hereunder and their respective agents, servants and employees. Prior to starting any work on the Project, Subcontractor and their onsite Superintendent/foreman are required to conduct a pre-installation meeting with Contractor. Work installed without conducting this meeting may be rejected by Contractor.

3.5.2 Conflicts. Subcontractor further agrees to cooperate fully in all respects with Owner, Contractor and others working on the said project and agrees to notify Contractor immediately of any conflict incurred by Subcontractor. In addition, Subcontractor agrees to notify Contractor immediately if the area in which Subcontractor is to work is unavailable or incapable of being worked on by Subcontractor due to some interference either by physical or design conflicts by Contractor or others. Subcontractor shall designate an on-site representative with authority to act for the Subcontractor in all matters. That representative shall not be changed without prior notification to Contractor.

3.6 Compliance

3.6.1 EEO. The Subcontractor agrees to comply with the Civil Rights Act of 1964 (as amended), Executive Order Number 11246 and 11395 (as amended) which provides equal employment opportunity and prohibits discrimination because of Race, Color, Religion, Sex or National Origin, and all other laws or regulations, federal, state or local, relating to Civil Rights or Equal Opportunity and to file any and all reports as required.

3.6.2 Safety. The Subcontractor agrees to comply with all provisions of the Federal Construction Safety Act of 1969, the Occupational Safety and Health Act of 1970 (as amended) respecting all work done hereunder, and to indemnify, defend and hold harmless Contractor against all claims, expenses or damages sustained by or arising out of Subcontractor's failure to so comply.

Subcontractor acknowledges it is responsible for the safe work performance of its employees. Subcontractor shall furnish Contractor with a copy of the Subcontractor's Safety Plan prior to commencement of the work under this Subcontract. Subcontractor shall appoint an on-site designated safety representative and notify Contractor of the designation prior to the start of the work. Subcontractor shall immediately notify Contractor of any accidents or injuries to its workers while on the site and present a copy of the accident/injury report on the incident to the Contractor no less than 24 hours following the incident.

All subcontractor employees will be required to complete a jobsite safety and emergency action plan orientation prior to beginning work on site. Hard hat stickers will be provided following the orientation. Stickers must be displayed on the employees' hard hat during his/her time on the project site.

All persons on the Project site are required at all times to wear appropriate personal protective equipment ("PPE"). The minimum required PPE is hardhats, safety glasses and reflective vest. Additional PPE may be required depending on task being performed. Failure to comply with this requirement will result in immediate removal from the project.

3.6.3 Federal, State and Municipal Laws. The Subcontractor shall at all times observe and comply with all Federal and State Laws, local laws, ordinances, codes, orders, decrees and regulations, whether or not specifically listed herein, which in any matter affect the work or affects Contractor's ability to complete the work within the time and price agreed upon with Contractor's customer. Subcontractor will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal Laws, ordinances and regulations. Subcontractor's breach or Contractor's reasonable belief that Subcontractor has materially breached Subcontractor's obligations under this Section 3.6.3 shall be considered an event of default entitling Contractor to terminate Subcontractor for cause.

3.6.4 Compliance Fines, Fees or Other Penalties. Subcontractor shall be liable for all fines, fees or other penalties assessed against Contractor, Subcontractor or any other party if such penalty is assessed due to Subcontractor's work, negligence, or other acts or omissions. Such fine, fee or penalty may be withheld from Subcontractor's next pay application, or, in the event the amount(s) exceed Subcontractor's Subcontract balance shall be due and owing by Subcontractor to Contractor immediately.

3.6.5 Compliance with MBE/DBE/WBE Programs. Subcontractor agrees to comply with any and all applicable statutes, regulations and programs as set forth by the Contract Documents, federal, state and local laws related to Minority, Disadvantaged and Women Business Enterprise requirements and participation. Subcontractor will complete all required paperwork per specified time period. Subcontractor will indemnify, defend and hold harmless Contractor against all claims, expenses or damages sustained by or arising out of Subcontractor's failure to so comply.

3.7 Patents, Copyrights and Confidentiality. If the Subcontractor uses any design, device, material or process covered by letters, patent or copyright, the Subcontractor shall arrange and provide such use by suitable legal agreement and shall indemnify, defend and hold the Contractor harmless from any and all claims for infringement by reason of such use. To the extent that the Owner-Contractor agreement provides for the confidentiality of proprietary information of the Owner or Contractor in connection with the performance of the Subcontract Work, such provisions equally bind the Subcontractor.

3.8 Hazardous Materials and Mold Contamination. To the extent that the Contractor has right or obligations relating to hazardous materials or mold contamination, either by the Contract Documents or by law, within the scope of the Subcontract Work of this agreement; then Subcontractor shall have the same rights or obligations to Contractor. Subcontractor shall immediately notify Contractor upon encountering any materials deemed hazardous. Subcontractor shall immediately notify Contractor upon encountering any mold, fungi, or moisture infiltration or contamination.

3.9 Cleanup. Subcontractor shall clean to a jobsite dumpster provided by Contractor, all waste and debris connected with his work on a daily basis. Subcontractor is also required to separate trash into appropriate dumpster if such dumpsters are provided. Failure to comply will permit Contractor, in its sole discretion and without notice or opportunity for Subcontractor to cure, to clean up the work or debris and charge the cost of the cleanup to Subcontractor and deduct it from Subcontractor's payments.

3.10 Signs. Subcontractor shall not place signs of any kind upon the project site without prior written approval of Contractor.

3.11 Use of Contractor's Equipment. If Subcontractor shall use Contractor's tools or equipment; Subcontractor shall do so at its sole risk. Subcontractor shall reasonably compensate Contractor for use of such tools and equipment. In the event that one or more Contractor's personnel operate said tools or equipment for Subcontractor, said personnel shall be employees of Subcontractor for all purposes while so operating said tools or equipment, whether or not such personnel are placed on Subcontractor's payroll. Subcontractor shall defend, indemnify, and hold harmless, Contractor, Owner, and all other parties against claims, damages, losses, etc. (including reasonable attorneys' fees) related to Subcontractor's use of Contractor's tools and equipment.

3.12 Federal Government Work. If this work is for an agency of the Federal Government, Subcontractor agrees to sign and deliver with this Subcontract the statement required by General Provision 45 of the General Provisions acknowledging the inclusion in this Subcontract as fully as if set forth word for word the following clauses of the Prime Agreement. "Equal Opportunity", "Davis' Bacon Act", "Contract Work Hours and Safety Standards Act - Overtime Compensation", "Apprentices and Trainees", "Payrolls and Basic Records", "Compliance with Codes and Regulations", "Withholding of Funds", "Subcontracts" and "Contract Termination Debarment". Subcontractor shall procure a like statement from any subcontractor for delivery by Contractor to the Owner.

3.13 Payments by Subcontractor. Subcontractor shall, within seven (7) days of receipt of payment from Contractor, pay fully all payments due to lower tier subcontractors and suppliers of Subcontractor for all work and materials through the date of the payment application. Further, Subcontractor shall fully pay when due all applicable federal, state and city taxes withheld from employees and all benefits and payments due to trade unions or their benefit funds. Proof of compliance shall be promptly provided to Contractor when requested. Subcontractor shall be liable to Contractor for all of Contractor's reasonable attorneys' fees, costs and expenses incurred in responding to and defending against all claims of non-payment asserted by Subcontractor's subcontractors, material suppliers and taxing authorities. Contractor's costs and expenses shall include an hourly rate for its employees proportional to their annual salary or industry standard. Contractor shall have the right, but not the obligation, to pay Subcontractor's subcontractors, material suppliers, and any other bona fide creditors of Subcontractor that may have the right to assert claims against Contractor or its surety by joint check. If Subcontractor refuses to sign a joint check, then Contractor shall have the right to make any such payment directly after giving Subcontractor 24-hours' notice of its intent to do so.

3.13.1 Union Benefit Contributions and Withholdings. Subcontractor understands that trade unions and/or their benefit funds may allege that Contractor and, if applicable, Contractor's surety are liable for any unpaid employee benefit contributions and salary deferrals that may be due from Subcontractor under collective bargaining agreements or other labor agreements to which Subcontractor is a signatory or party. Subcontractor expressly acknowledges and agrees that it is Subcontractor's sole responsibility and obligation to pay its employees their negotiated wage, withhold salary deferrals and pay all employee benefit contributions and that Contractor has no responsibility or obligation regarding same. In order to protect Contractor from claims by trade unions and union benefit funds, Subcontractor agrees to:

(A) Subcontractor shall report the hours worked by its employees on this project in detail to each union employee benefit fund to which it is obligated to make contributions.

(B) If applicable, Subcontractor shall submit a copy of its weekly or monthly certified payroll that is submitted to Contractor to each union employee benefit fund to which it is obligated to make contributions.

3.14 Emergencies. In the case of an emergency situation, Subcontractor may act as necessary to ensure the protection of persons and property affected and shall make all reasonable effort to contact Contractor as soon as possible.

3.15 Independent Licensed Subcontractor. Subcontractor represents that it is an independent contractor and an employing unit subject, as an employer, to all applicable Income tax Withholding and Unemployment Compensation Laws. Subcontractor agrees to indemnify and hold Contractor harmless and to reimburse it for any expense or liability incurred under said Laws in connection with employees of Subcontractor, including a sum equal to benefit payments to Subcontractor's employees, which are charged to Contractor pursuant to any state Unemployment Compensation Statute. Subcontractor further represents that it is fully licensed and certified to perform the work covered in this agreement to the extent such licensing and certification are required. Failure to procure or maintain required licenses and certifications may be grounds for Contractor to terminate this agreement subject to provisions contained herein.

3.16 Lien and Bond Claims. Subcontractor shall keep the project free of lien and bond claims that arise out of its actions and performance on the project unless such claims arise out of the failure of Owner or Contractor to pay funds due in a timely manner as herein specified. Subcontractor agrees to act to cause any claim to be removed within three days after notice of such claim being filed, and to defend, indemnify and hold harmless the Contractor and Owner from all costs associated with the filing or written notice of the claim. Subcontractor shall reimburse Contractor for all expenses and attorneys' fees incurred by Contractor in the handling of, and response or defense to, such claims. Subcontractor's shareholders, members and owners expressly agree to joint and several personal liability, based on indemnity and breach of contract, to Contractor for all costs of resolving said claims, including amounts paid for settlement, amounts forced to pay due to a judgment, court costs, expert witness fees and expenses and attorneys' fees. By executing this agreement, Subcontractor represents it has the authority and has performed all necessary corporate formalities to personally bind its individual shareholders, members and owners.

3.17 Subcontractor to Protect Own Work. Subcontractor shall be responsible for, and shall bear all risk of loss of or damage, including vandalism, to the Subcontract Work and all materials, appliances, supplies and equipment until final acceptance thereof. Subcontractor agrees to pay for any damage that may be caused to other work of the project by Subcontractor or his subcontractors, suppliers, invitees and others acting for the benefit of the work to be performed hereunder and their respective agents, servants and employees.

3.18 Right to Audit. Contractor shall have the right to audit all of Subcontractor's records related to this Project.

3.19 Maintenance of Updated As-Built Drawings. Subcontractor agrees to update Master Set of As-Built Drawings kept by the Contractor at the project site weekly. If this is not completed, Contractor reserves the right to bill Subcontractor for time associated with completing this for them.

3.20 Tobacco Free Site. Subcontractor agrees that no smoking or tobacco products, vaping products, tobacco chews, e-cigarettes are allowed on the project site. Failure to comply with this stipulation will result in immediate removal of person(s) in violation and a forfeiture of \$250.00 per occurrence to the Subcontractor.

Section 4 - Reserved

Section 5 - Payment

5.1 Applications for Payment. Unless otherwise provided for in the Contract Documents or by mutual agreement between the parties, Subcontractor agrees to submit to the Contractor's principal office on or before the 20th day of each month an estimate of the Subcontract Work completed. If correct, the estimate shall be included in the Contractor's billing to the Owner for the month. Subcontractor's application for payment shall be submitted as follows (a) on the American Institute of Architects, AIA, Document G702 (Application and Certification for Payment) and AIA Document G703 (Continuation Sheet) if the project is lump sum cost (b) on unit price sheet which indicates all bid items of work with scheduled quantities and unit price, sheet shall indicate quantity placed during current period plus total quantity to date. Subcontractor's application for payment shall include the following information: All Required AIA Information, Wright Construction Services, Inc. Job Number and Name, and Detailed Project Location. The Subcontractor's payment application should be submitted on or before the above stated date and certified by a duly appointed officer of Subcontractor.

5.1.1 Submission of List of Subcontractors and Suppliers. Subcontractor is obligated to provide Appendix C, Affidavit of Contractor, with all application for payment and whenever there are any changes. Subcontractor's failure to accurately and promptly prepare and maintain Appendix C shall be considered a material default of the Subcontract agreement and Contractor shall have the right to terminate Subcontractor for cause. For the purposes of this section, the term accuracy means that Subcontractor has listed all second tier subcontractors and suppliers and has less than 5% error in the dollar values represented on the form.

5.2 Progress Payments. If Subcontractor shall fulfill this Subcontract to the satisfaction of Contractor, then to the extent that Owner pays Contractor, Contractor agrees to pay Subcontractor the sum shown on page 1 subject to additions and deductions as hereinafter provided. Within fifteen days after the Contractor has received payment from Owner, Contractor shall pay to Subcontractor the amount which the estimate of Contractor shows Subcontractor has earned during the period covered by such estimate for work performed by Subcontractor under provisions of this Subcontract and for which Contractor has received payment from Owner, provided however, that Contractor will reduce each payment to Subcontractor by the same retention percentage as the Contractor's payment from Owner is reduced and will retain such amount. Contractor's receipt of funds by payment from Owner shall be a condition precedent to Contractor's obligation to pay Subcontractor all payments required under the Subcontract, including progress payments, final, payment, retainage, change orders, extra work requests, etc. Subcontractor hereby acknowledges that it relies on the credit of Owner, not Contractor, for payment of Subcontract Work, and the parties agree that Subcontractor shall bear the risk of Owner's nonpayment.

5.3 Waivers of Mechanic's Liens and Bond Claims. As a condition precedent to payment, Subcontractor agrees to supply Contractor with lien, bond and claim waivers from Subcontractor, its permitted sub-subcontractors, and principal material and equipment suppliers of subcontractor at every tier prior to each pay period for all materials supplied and work performed by Subcontractor or its subcontractors, suppliers, etc. for the work performed during the work period covering that period of time for which the payment is requested. Further, Subcontractor agrees to supply Contractor, if applicable, with lien, bond and claim waivers from unions, labor organizations and each union benefit fund to which Subcontractor is obligated to make contributions pursuant to a collective bargaining agreement or other labor agreement. A lien, bond and claim waiver from unions, labor organizations and union benefit funds must waive all lien, bond and claim rights for wages, salary deferrals and fringe benefit contributions through the date of Subcontractor's previous progress payment. In the alternative to a lien, bond and claim waiver for each union, labor organization and union benefit fund, Subcontractor must provide a statement from each union, labor organization and union benefit fund, dated not more than two weeks from Subcontractor's application for payment, verifying without exception or qualification that Subcontractor is current on all of its obligations under any collective bargaining agreement to which Subcontractor is a party, including payment of all employee benefit contributions..

5.4 Withheld Payments. Payments which would otherwise be due Subcontractor may be withheld in whole or in part by Contractor on account of: (a) defective materials or work, (b) claims or liens, or any notice thereof, whether true or spurious, (c) any breach by Subcontractor of any provision or obligation of this Subcontract, (d) a reasonable doubt that the Subcontract work can be completed for the balance then unpaid, (e) a reasonable doubt that the Subcontractor, for any reason, is unable to complete the Subcontract Work, (f) a reasonable doubt that Subcontractor has made all employee benefit contributions or withheld all salary deferrals under applicable labor agreements, (g) failure by Subcontractor to fully complete its punch list and submit all close out documentation (h) legal fees, costs and expenses including hourly rates of Contractor's employees incurred because of responding to a garnishment served on Contractor by a creditor of Subcontractor or (i) any debt of any kind owed by Subcontractor to Contractor. If the foregoing causes are remedied or adjusted to Contractor's satisfaction, the withheld payments shall promptly be made. If the said causes are not so remedied or adjusted, Contractor may remedy the same for Subcontractor's account and charge the entire cost thereof to Subcontractor. Such remedy may include the issuance of checks jointly payable to both Subcontractor and Subcontractor's supplier. Contractor is not obliged to obtain Subcontractor's approval for the issuance of such joint payments nor under any obligation to agree to issue joint checks when requested by Subcontractor.

5.5 Sums Tentatively Earned. All sums tentatively earned by Subcontractor by the partial or complete performance of the Subcontract Work and any balance of unearned Subcontract funds shall constitute a trust fund for the purpose of (a) full completion of the Subcontract Work, (b) payment to the sub-subcontractors, laborers, material and service suppliers of Subcontractor who contributed to the performance of the Subcontract Work, (c) payment of any back-charges or claims due Contractor from Subcontractor, and (d) payment to any unions, labor organizations or union benefit funds for unpaid contributions, and such tentative earnings shall not be due or payable to Subcontractor or anyone else claiming in Subcontractor's place and stead, including but not limited to a taxing authority, Trustee in bankruptcy or receiver, until and unless such Subcontract Work is fully and satisfactorily completed and such persons are fully paid and satisfied.

5.6 Retainage. The amounts retained from progress payments shall become payable to Subcontractor only after final completion of the work by Subcontractor, acceptance thereof by Owner and after receipt by Contractor of its final payment from Owner for this Subcontract Work; provided that Subcontractor shall have furnished Contractor and Owner with a release of all claims and liens against Contractor and Owner pertaining to Subcontractor or its work. Such final payment shall be made within fifteen days after it becomes payable. Subcontractor's acceptance of final payment shall constitute full release of all claims by Subcontractor. Contractor's receipt of retainage funds by payment from Owner shall be a condition precedent to Contractor's obligation to pay Subcontractor.

5.7 Payments Do Not Constitute Acceptance. No certificates issued or progress payment made under this Subcontract, including the final payment, shall be considered an acceptance of any work under this Subcontract, such work being subject (a) to final inspection and approval by Owner, (b) to warranties, guaranties and other continuing obligations of Subcontractor, and (c) submittal of final lien waivers from Subcontractor, its subcontractors and suppliers.

5.8 Payments for Delay. No payment of any kind, for compensation, or for damages, or otherwise, shall be made to Subcontractor because of any delay even though Subcontractor's extension of time request be granted, unless Owner is obligated to pay Contractor compensation of damages because of such delay, and then, as and when the Owner pays such compensation or damages to Contractor, Subcontractor shall receive that share of such compensation or damages which can be agreed to or proven to have been directly attributable to such delay. Contractor's receipt of funds by payment from Owner for the delay damages shall be a condition precedent to Contractor's obligation to pay Subcontractor. To the extent Contractor incurs any attorneys' fees and expenses in the pursuit of such Owner payment, Subcontractor shall reimburse Contractor for those attorneys' fees and expenses in an amount calculated by its pro-rata share of the compensation or damages paid by the Owner. Subcontractor's reimbursement of Contractor is an express condition precedent to its right to receive its share of the compensation or damages.

5.9 Stored Material. Contractor will assist Subcontractor with application for payment for stored materials provided that Contractor's agreement with the Owner makes provisions for payment of stored materials. Requests for payment of stored materials must include copies of the material invoices, address of where the materials are stored, photos of the stored materials and insurance certificate for the location in which the materials are stored. Payment will be made only after Owner's approval of the request for payment of stored materials and after Contractor has received payment from Owner for the Application.

5.10 Close Out Documents. Close out documents (excluding as-built drawings) are required to be submitted to Wright Construction prior to the Subcontractor billing 75% complete with their work. Pay applications will not be processed above 75% if close out documents have not been submitted and approved.

Section 6 - Indemnity, Insurance and Bonding

6.1 Indemnity. The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor, the Owner, affiliated companies of Contractor, their parents, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns (Indemnified Parties), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs and consultant fees and costs) (Claims) which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. Said indemnity and defense obligations shall apply to any acts or omissions or negligent or willful misconduct of Subcontractor, its employees or agents, whether or not said claims arise out of the concurrent act, omission or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Subcontract is terminated as well as while in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

6.2 Insurance and Bonding

6.2.1 Required Insurance. Before commencing the Work described in this Subcontract, Subcontractor shall, without limiting the liability of the Subcontractor under the Subcontract, purchase and maintain at its own expense the insurance coverage's set forth in Appendix I, in addition to any other insurance coverage required by Subcontractor as set forth in the Prime Agreement. Such coverage(s) shall remain in effect until completion and final acceptance of the Work by Owner and Contractor. Property Damage liability coverage to include Explosion, Collapse and Underground hazards for all demolition, grading, excavating, landscape, sewer and plumbing work. Where required, Subcontractor shall submit a Payment and Performance bond for the full value of this agreement, from a domestic, A+ rated surety. Subcontractor shall require the same insurance of its subcontractors and suppliers.

6.2.2 Certificates. Before commencing work, Subcontractor shall furnish certificates from all insurance companies showing that the above required insurance is in full force and effect setting forth the policy numbers, dates of coverage and limits of liability thereunder and further providing that the insurance will not be canceled, amended or changed without at least thirty (30) days prior written notice of such cancellation or change to Contractor directly by said insurance company. Contractor and Owner shall be named as additionally named insured on all said policies, except the Workers' Compensation policy and the professional liability policy if required. The policies shall include a severability of interest or cross-liability clause and be endorsed as primary with respect to any applicable insurance maintained by the Contractor or Owner. The minimum A.M. Best Rating of the insurance carrier must be A or better.

6.2.3 Failure to Maintain. If Subcontractor fails to procure and maintain such insurance or Bond as required by this

Subcontract, Subcontractor shall not be allowed to continue work under this Subcontract until the insurance or bond coverage(s) have been fully restored and adequate evidence of the restoration has been submitted to Contractor. Failure to maintain insurance or bond coverage shall be considered a material default of Subcontractor and Contractor shall be permitted to exercise the remedies herein.

6.3 Warranties. Subcontractor warrants to Contractor and Owner that materials and equipment furnished under the Subcontract will be of good quality and new unless otherwise required or permitted by the Contract Documents. Subcontractor further warrants that the Work will be free from defects not inherent in the quality required or permitted and that the Work will conform to the requirements of the Contract Documents. Work not conforming, including submissions not approved or authorized, may be considered defective. For the period of one (1) year following when Contractor and Owner deem the project substantially completed, Subcontractor, upon written notice from Contractor, will immediately correct any defective work at its own cost. Failure by the Subcontractor to affect such correction within three (3) days from the date notified may cause Contractor to correct the defect and back charge Subcontractor for the cost thereof. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Subcontractor, improper or insufficient maintenance, normal wear and tear and normal usage.

6.3.1 Commencement of Equipment Warranties. Subcontractor understands that it is accepted as common practice in the construction industry for certain systems and processes to start up and be put to use before Substantial Completion of a project. Therefore, Subcontractor acknowledges and agrees that, except with the written consent of the Owner and Contractor, no warranties shall commence until the Owner or Owner's representative declare the Project to be substantially complete. In no case shall testing or startup of equipment or systems prior to substantial completion commence the running of any warranties, including manufacturers' warranties. It is Subcontractor's responsibility to ensure its subcontractors, material suppliers and equipment vendors support this term. Subcontractor shall remain liable to Contractor for the warranty period commencing from the date of substantial completion of the Project. Subcontractor agrees that the Subcontract price includes all of Subcontractor's costs of providing these warranties and services regardless of when systems and processes are commenced through the contract warranty period after Substantial Completion, i.e. not less than one year unless otherwise agreed in writing.

Section 7 - Changes in the Work

7.1 Change Orders. Subcontractor agrees that the Contractor may add to or delete from the amount of the Subcontract Work and a written Change Order setting forth all details including the mutually agreed value shall evidence any change so made.

7.1.1 Requirements. Change Order Requests must be submitted per the requirements of the Subcontract Documents or per the following (whichever is more stringent). Change Order Requests for an increase in the Subcontract price shall include a detailed description of the work, including drawing and specification references. Subcontractor must submit a detailed breakdown of its costs for labor, material, services and equipment together with supporting documentation including detailed estimates, material invoices, time sheets, and equipment costs.

For Change Order Requests that seek an increase in the Subcontract time, the claim or request must contain:

- (a) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and contractual basis of the request;
- (b) if the request alleges delay to the work or requests an extension of time for excusable delay, the claim must include the precise number of days claimed, all alleged impacts on the work, as well as a detailed critical path as-built schedule analysis illustrating that the delays claimed were on the critical path of Subcontractor's work and that no concurrent delays were experienced during the critical path delay.

Change Order Requests submitted without this information will not be considered. Change Order Requests are due within 5 days of the initiating event.

7.2 Extra Work. Subcontractor expressly acknowledges its understanding that any extra work tickets issued by the Owner or Contractor are not a guaranty of payment and are only used to document the labor, services and materials provided for later determination of entitlement to payment and form no basis for a claim until incorporated into a fully executed change order

7.3 Delay. So as not to delay the performance of the Subcontract Work, the Subcontractor agrees to proceed with any change related work upon written notice from the Contractor even if the formal written Change Order is not then complete. Unless otherwise so stated, all changes to the work shall be completed in accordance with all provisions of this Subcontract and the Subcontract Documents, including the Schedule of Work.

7.4 Price. Contractor may have Subcontractor complete change work in any one of three methods: a) lump sum, negotiated cost, b) unit price, or c) time and material + fee also considered forced account. If the change work will be performed on a time and material + fee basis, the rates and amount of fee shall be agreed upon in writing prior to performance of the work. If Subcontractor performs change work on a time and material basis without obtaining Contractor's written agreement to the rates and amount of fee, the maximum amount the Subcontractor shall be entitled to recover is its actual direct costs for labor and material plus 5% overhead and 5% profit, unless project specifications differ. For change work performed on a time and material + fee basis the Subcontractor must submit daily Time and Material tickets with supporting documentation within one business day of performing the work. Time and Material tickets not submitted in this manner will not be considered.

7.5 Payment. Subcontractor shall not be entitled to receive payment for any change work performed except to the extent that Contractor authorized the work in writing. For change work, including additional work, performed at the direction of the Owner, Subcontractor agrees that the issuance of a change order from the Owner to Contractor and payment by the Owner to the Contractor are conditions precedent to Contractor's obligation to pay Subcontractor for the change work. Should Subcontractor perform any unauthorized work in connection with this Subcontract Work without the consent of the Contractor, Subcontractor shall be liable for all direct and indirect losses incurred by Contractor arising from the Subcontractor's unauthorized action.

7.6 Notice. No notice to Subcontractor's surety shall be required for any change to this Agreement. The Subcontractor shall promptly arrange for an increase in the sum of any surety bond provided, unless the Contractor waives such increase in writing.

Section 8 - Claims and Termination

If Subcontractor wishes to make a claim for an extension of time or an increase in the Contract sum, he shall give the Contractor written notice thereof, delivered to the Contractor's main office, within five (5) days after the occurrence of the event which gave rise to such claim. This notice shall be given by Subcontractor before proceeding to execute the work. No claim shall be valid unless so made. Only Change Orders approved by the Contractor and paid for by Owner shall authorize any change in the contract sum resulting from such claim. In the event that the Prime Agreement requires less than five (5) days' notice, the notice requirement in the Prime Agreement shall apply. Subcontractor agrees to make notification of any claim for dispute in sufficient time for the Contractor to make claim with the Owner within the time allotted. Once a Notice of Claim has been submitted consistent with the Subcontract Documents, Subcontractor has thirty (30) days, unless required sooner by the Prime Contract, from the Notice of Claim to file its Claim Submission with Contractor. Claim Submissions must include all key information listed below along with all supporting documents. Claim Submissions must be submitted to the Project Manager and Operations Manager/Project Executive for the project. Claim Submissions not made within thirty (30) days of a Notice of Claim will be considered closed and no longer a valid claim. If a Claim Submission cannot be made within the thirty (30) day time frame a notice of extension must be submitted within each thirty (30) day period to the Project Manager and Operations Manager/Project Executive for the project notifying that a time extension is required to provide the Claim Submission

Items required to be in the Claim Submission.

Date of First Knowledge of issue in Claim

Date of Notice of Claim (Attach Notice)

Attach any Claim Extension requests made for this Claim Submission.

Detailed reason for Claim and provide reference to plans/specifications/submittals supporting your position

Provide contract provision that allows this Claim to be made

If the Claim involves scheduling please provide TIA (Time Impact Analysis) that supports your schedule Claim.

Include all detailed backup documents supporting any additional cost for this Claim.

8.1 Right to Adjustment or Extension. Subcontractor's rights to an adjustment in the Subcontract Price or extension of time, for any cause for which the Owner is responsible, are liquidated to the extent Contractor is entitled to and makes a good faith effort to fully claim, and has received from Owner a like adjustment to either the Prime Agreement price, or an extension of time under the Prime for the same cause, with it being understood that in the event that Contractor has not received or is not entitled to receive any such adjustment or extension, Subcontractor is likewise not entitled to any such adjustment or extension. At Subcontractor's request and with Subcontractor's full cooperation, Contractor may agree to prosecute Subcontractor's timely and reasonable claims for which Owner is or may be liable on behalf of Subcontractor. Contractor shall have the right to deduct from payments to Subcontractor Contractor's legal fees, expert fees, costs and expenses incurred by Contractor in pursuit of remedies as against Owner that, if successful, would inure to Subcontractor's benefit hereunder or in defense of claims or suits against Contractor alleging that Contractor is liable for any defects or deficiencies in the Work performed by Subcontractor or for any material failure of Subcontractor to comply with the Contract Documents. Contractor's costs and expenses shall include an hourly rate for its employees proportional to their annual salary or industry standard. Subcontractor shall have the right to review all legal fees and related disbursements. If the Contractor is unable to withhold sufficient sums from Subcontractor to finance prosecution or defense of claims then, upon written demand by Contractor, Subcontractor shall be obligated to reimburse Contractor on a monthly basis or Contractor shall be entitled to dismiss or settle the claim in its reasonable judgment. Subcontractor shall cooperate with Contractor in the presentation or defense of claims and Contractor shall keep Subcontractor well informed of all activities. Subcontractor shall have the right to approve any settlement with Owner recommended by Contractor. Should the unpaid balance of the Contract Price be less than the reasonable costs to be deducted as provided in this Clause, any such shortfall shall be paid by Subcontractor to Contractor upon demand. In the alternative and at the election of Contractor, Contractor will permit Subcontractor to prosecute a claim in the name of Contractor for the use and benefit of Subcontractor in the manner provided in the Contract Documents for like claims by Contractor upon Owner. Such a claim will be solely at Subcontractor's expense and cost. If Contractor allows Subcontractor to prosecute a claim in such a manner, Contractor shall reasonably cooperate with Subcontractor, but shall have no liability to Subcontractor on Subcontractor's claim.

8.2 Claims by Contractor or Owner and Termination. In the event Subcontractor should neglect or fail to execute the Subcontract Work with due diligence or should cease work or should fail to perform work in an acceptable manner or should otherwise violate this Subcontract such event shall be considered an event of default. Contractor may call the same to the attention of Subcontractor by written notice, sent by US mail, facsimile, e-mail or certified mail to the Subcontractor. Any attempt by Subcontractor to cure any such claim of default during the notice period must be legitimate and effective to correct or substantially assure correction of the default in order to merit rescission of the notice of default. If such delay, neglect, failure, violation or other matter or thing complained of still exists after three (3) calendar days from date above notice is sent to Subcontractor without Subcontractor commencing good faith efforts to cure the default, then said Subcontractor shall be in default under this Subcontract whereupon Contractor may, at its sole election, complete the remaining Subcontract Work, using either Contractor's own forces or such other subcontractor or subcontractors as Contractor may deem most expedient to complete the work. In this regard Subcontractor acknowledges that it is reasonable to employ a reputable substitute subcontractor upon a cost-plus or time and material basis to complete partially performed or unperformed Subcontract Work.

Contractor may appropriate or use any and all material and equipment on the site that may be suitable or acceptable or to use such other methods as in its sole opinion may be required for the completion of the Subcontract Work in an acceptable manner. Any loss, cost or expense resulting therefrom shall be charged to Subcontractor and against any unpaid portion of the Subcontract price and if any deficiency shall exist between the unpaid balance and the amount insured to complete said work, Subcontractor shall, upon demand pay the amount of such deficiency to Contractor. If, after said work has been completed, it is determined that there is a balance due Subcontractor, then the balance due will be paid to the Subcontractor. If Contractor must retain an attorney to collect any amounts due under this section, Subcontractor agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including reasonable attorneys' fees.

Subcontractor acknowledges that should the conditions of neglect or failure that gave rise to a previous claim by Contractor or Owner under this section recur, Contractor may proceed with the remedies provided under the terms of this section should the Subcontractor fail to correct the default within twenty-four (24) hours of notice of such recurrence is sent to Subcontractor.

8.2.1 Termination of Contractor by Owner. In the event of termination of Contractor by Owner, Contractor's liability to Subcontractor shall be limited to the extent of Contractor's recovery from the Owner on Subcontractor's behalf under the Prime Agreement.

8.2.2 Multiple Default Notices. If Subcontractor receives two (2) default notices, Contractor may, at its sole election, terminate the Subcontractor for default on the third occasion even if Subcontractor properly cured the prior two (2) defaults. On the third occasion of default (or any default thereafter), Contractor may, at its sole election, provide another notice and allow Subcontractor to cure or may terminate for default without notice or the opportunity to cure. It is expressly agreed that Contractor shall be entitled to terminate Subcontractor for default after two cured default notices (if additional default notices arise) due to the presumed cumulative impact(s) on the project from continued Subcontractor defaults (even if each is individually timely and reasonably cured).

8.2.3 Termination for Convenience. Contractor may, at any time, for any or no reason, and without Subcontractor being in default, terminate this Subcontract, in part or in its entirety, for Contractor's own convenience by giving written notice to Subcontractor. Upon receipt of notice of termination for Contractor's convenience, Subcontractor shall, to the extent directed by Contractor, stop work and turn over to Contractor or to Contractor's designee all materials and equipment purchased for the Project. If this Subcontract is terminated for Contractor's convenience, Contractor shall reimburse Subcontractor for any unpaid actual direct cost of the Subcontract Work incurred prior to the date of the termination plus a mark-up of 5% of the actual direct cost of the Subcontract Work incurred prior to termination. This 5% mark-up accounts for all Subcontractor indirect costs, overhead, and profit. The total actual direct cost and 5% mark-up shall not exceed the Contract Amount. Subcontractor shall cooperate with Contractor's auditing of Subcontractor's actual direct costs. Subcontractor will provide a written detail listing all labor, material and equipment spent on the project along with supporting backup (detailed cost reports, timesheets, certified payrolls, subcontractor and supplier invoices, tax payments, canceled checks, paycheck stubs, etc.) as deemed required by Contractor to allow Contractor to ascertain the actual direct cost of the Subcontract Work. The written detail is due to Contractor within fifteen business days of the notice of termination. Subcontractor agrees that failure to provide the written detail to Contractor as outlined in this Section 8.2.3 shall be considered a material default of the Subcontract, and Contractor shall have the right to terminate Subcontractor for cause. Contractor's obligation to make any further payment to Subcontractor pursuant to this Section 8.2.3 is expressly conditioned upon receipt of payment from the Owner. Subcontractor hereby acknowledges that it relies on the credit of Owner, not Contractor, for payment of Subcontract Work, and the parties agree that Subcontractor shall bear the risk of Owner's nonpayment. Contractor shall not be obligated to Subcontractor for any further payment including prospective overhead and profit on unperformed work. If a termination by Contractor of Subcontractor's right to proceed on the ground of default by Subcontractor is determined later to have been improper, the termination automatically shall be converted to a termination for Contractor's convenience,

8.2.4 Contingent Assignment of Subcontract. If required by the Prime Agreement, Subcontractor consents to the assignment of the Subcontract to the Owner in the event that the Prime Agreement is terminated for cause. When the Owner accepts the assignment of the Subcontract, the Owner assumes the Contractor's rights and obligations under the Subcontract.

8.3 Claims for Changed Conditions. If conditions are encountered at the site which are; subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activity, then the Subcontractor shall notify the Contractor promptly before the conditions are disturbed but in no event later than five (5) days after the conditions are first observed. Contractor, upon notification, will promptly refer the claim as directed in the Contract Documents. Subcontractor agrees to make notification of any claim for dispute in sufficient time for the Contractor to make claim with the Owner within the time allotted.

8.4 Application of Liquidated Damages. In the event that Subcontractor fails to perform or delays performance of this Subcontract and such delays cause or contribute to cause Contractor being liable for liquidated damages as set forth in the contract between Contractor and Owner, then Subcontractor agrees to accept and be responsible for its proportionate share of liquidated damages as assessed against Contractor by reason of said delays in performance. This includes delays caused by required paperwork and actual work placed.

8.5 Reimbursement for Delay. In addition to the remedies afforded to and reserved by Contractor elsewhere in this Subcontract, Subcontractor further agrees to reimburse Contractor for all costs and damages sustained by Contractor due or attributable to delays in performance past the completion date required of Subcontractor under this Subcontract and the general contract, forming a part hereof, which costs and damages in addition to Owner charged liquidated damages, if charged, shall include, Contractor's additional payroll, supervision, health and welfare benefit payments and insurance and costs of keeping Contractor's equipment, field office, and utilities on the job site for said additional period plus twenty percent (20%) of the aggregate of same for general overhead, plus reasonable attorneys' fees.

8.6 Limitation of Liability. Neither party shall be responsible for any consequential, indirect, punitive, incidental or special damages, not otherwise addressed or allowed herein except for breach of this Agreement as a result of willful misconduct or gross negligence. Notwithstanding the foregoing waiver, in the event that the Owner or other third party seeks consequential, indirect, punitive, incidental or special damages from Contractor, Contractor may assess any of these damages against Subcontractor to the extent that it is responsible.

Section 9 - Disputes and Claims

9.1 Except as set forth in Section 9.9 below, any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, shall be finally resolved by non-binding mediation or by arbitration in accordance with the requirements of this Section 9. Notwithstanding any provision in this Subcontract regarding applicable substantive law, any arbitration shall be governed by the Federal Arbitration Act. Any judicial action of Subcontractor to perfect its mechanic's lien rights or payment bond rights, shall be promptly stayed pending a determination on the underlying facts by the arbitrator.

9.2. Upon written application of Contractor or Subcontractor, the parties shall mediate claims and disputes prior to arbitration. This mediation shall occur no later than sixty (60) days after filing the demand for mediation/arbitration. Any mediation or arbitration shall be administered by the AAA unless otherwise agreed pursuant to its Construction Industry Arbitration Rules and Mediation Procedures then in effect. The claiming party shall file a written demand for mediation or arbitration of the dispute with the Administrator, with a copy sent concurrently to the other party, any mediation or arbitration shall be held in St. Louis, MO. The arbitrator shall decide the dispute in accordance with the laws of the State of Missouri.

9.3. To provide for expedited dispute resolution through mediation, by no later than ten (10) days prior to the mediation, the parties shall serve upon the mediator and each other a written position statement, with exhibits, outlining and supporting their respective claims and defenses. After eight (8) hours of actual mediation time to be conducted in a single day, or such lesser time if found to be appropriate by the mediator, if the matter is not resolved, each party shall promptly submit one last, best, and final offer and demand in writing to the mediator before adjourning the mediation. The mediator shall disclose to the parties the amounts and details of said last offers and demands ("Last Offers"). If the amount remaining in dispute as disclosed in the Last Offers is less than One Hundred Thousand Dollars (\$100,000.00), the mediator shall immediately assume the role of an arbitrator. The arbitrator shall not consider any item of evidence which was not produced by the parties in their respective statements of position or disclosed to the other in the course of the mediation, all as determined by the arbitrator. Within fifteen (15) days of having received the Last Offers, the arbitrator shall issue an award which shall adopt one and only one of said Last Offers, without modification or amendment. If one party fails to appear, the mediator may become the arbitrator only if the Last Offer is less than One Hundred Thousand Dollars (\$100,000.00) and the difference between the Last Offer and any previously filed lien claim is less than One Hundred Thousand Dollars (\$100,000.00). By execution of this Subcontract, Contractor and Subcontractor specifically consent to the conversion of the mediator to an arbitrator as contemplated herein.

9.4 If the amount in dispute as disclosed in the demand for arbitration and any counterclaim is less than Four Hundred Thousand Dollars (\$400,000.00) and such dispute is not resolved under the procedures of Section 9.3., the arbitration shall be administered by the Administrator pursuant to the Rules with the following modifications: (i) the arbitration hearing shall commence no later than ninety (90) days after the mediation date and (ii) no depositions will be permitted consistent with the Rules except the arbitrator may order no more than one corporate representative deposition and one expert deposition of no more than six (6) hours each if the arbitrator deems appropriate.

9.5 If the amount in dispute as disclosed in the demand for arbitration and any counterclaim is between equal to or greater than Four Hundred Thousand Dollars (\$400,000.00) and such dispute is not resolved under the procedures of Section 9.3., the arbitration shall be administered by the Administrator pursuant to the Rules with the following modifications: (i) the arbitration hearing shall commence no later than one hundred eighty (180) days after the mediation date and (ii) no more than three depositions, exclusive of expert depositions, will be permitted, unless otherwise permitted by the Rules or agreed to by the parties.

9.6 If a party fails to appear in dispute resolution proceedings and such dispute with said party is not resolved under the procedures set forth in Section 9.3., the party that appeared may have an arbitrator appointed for a hearing regarding damages. At the hearing, the appearing party shall produce evidence and testimony in support of its claim. The arbitrator may issue an award based on the pleadings, evidence, and testimony provided the non-appearing party was served with the demand for arbitration and notified of the hearing date.

9.7. The award of the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

9.8 Prevailing Party In any dispute resolution proceeding or other legal action between the parties relating to this Subcontract, the Prevailing Party shall recover from the other party all reasonable attorneys' fees, consultants' costs and other expenses, including but not limited to arbitration filing fees and arbitrator(s) compensation, in connection with such action. "Prevailing Party" is a claimant who obtains an arbitral award of at least fifty percent (50%) of the monetary amount sought in the claim prosecuted or a respondent against whom a claim is asserted which results in an arbitral award of less than fifty percent (50%) of the amount sought in the claim defended. Notwithstanding the foregoing sentence, and in the event the dispute resolution involves competing claims for affirmative recovery by both parties, the Prevailing Party shall be determined by calculating the total amount in controversy as of the date the arbitral hearings are closed, identifying the mid-point of that total, and determining whether the initial claimant or initial respondent obtained greater relief with reference to that mid-point. By way of illustration, but not limitation, if the initial claimant were to seek One Hundred Thousand Dollars (\$100,000.00) from the initial respondent, and the initial respondent were to seek Twenty Thousand Dollars (\$20,000.00) from the initial claimant, then the initial claimant would be the Prevailing Party only if it were to obtain a net recovery of more than Forty Thousand Dollars (\$40,000.00), and the initial respondent would be the Prevailing Party only if the initial claimant were to obtain a net recovery of less than Forty Thousand Dollars (\$40,000.00), if the net recovery to both parties were Zero Dollars (\$0.00), or if the initial respondent were to obtain a net recovery in any amount.

9.9 Notwithstanding anything to the contrary in this Section 9, if Subcontractor is joined or named by Contractor or any other party in any judicial proceeding, arbitration or mediation initiated under the terms of the General Contract or in connection with the Project otherwise ("Other Proceeding"), then Contractor and Subcontractor agree that such Other Proceeding shall preclude any proceeding under Sections 9.1-9.8 concerning all claims and/or counterclaims related to the Other Proceeding. To the extent the dispute resolution provisions of the Prime Contract are different than the foregoing provisions, then at Contractor's option (whether or not there is a current Other Proceeding), which may be exercised at any time, such differing dispute resolution provisions shall be deemed incorporated herein, and Subcontractor agrees to comply with such provisions (if invoked by Contractor) and to participate in and be fully bound by such differing dispute resolution provisions, if ANY CLAIM HEREUNDER IS LITIGATED FOR ANY REASON, CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE TO WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL AND INSTEAD HAVE SUCH CLAIM HEARD BY A JUDGE

9.10 Stay of Dispute Resolution Pending Owner - Contractor Disputes. Subject to Contractor's election in Section 9.9, in the event that provisions for resolution of disputes between Contractor and Owner contained in the Prime Agreement do not permit consolidation or joinder with disputes of third parties, such as Subcontractor, or Contractor and Owner cannot agree to consolidation or joinder, resolution of disputes between Subcontractor and Contractor involving in whole or in part disputes between Contractor and Owner shall be stayed pending conclusion of any dispute resolution proceeding between Contractor and Owner.

9.11 Joinder and Consolidation of Claims. Subcontractor agrees that it shall obtain terms in its agreements with its subcontractors and suppliers at every lower tier which, at the joint election of Contractor and Subcontractor, allow the joinder or consolidation of claims by or against such subcontractors and suppliers of Subcontractor with disputes between Contractor and Subcontractor. Said terms shall also mandate that any claims of sub-subcontractors or suppliers against Contractor's surety on any bonds for the Project, if any, shall be stayed pending the outcome and resolution of claims between Contractor and Subcontractor except that nothing shall limit sub-subcontractors and suppliers' rights to timely perfect claims as required by law. If Subcontractor fails to obtain these terms in its agreements with subcontractors and material suppliers and Contractor (for itself or because of its indemnity obligations pursuant to a tender of defense from its surety) is required to either engage in simultaneous separate dispute resolution (separate lawsuits or lawsuit and arbitration) with the Subcontractor and its sub-subcontractors and suppliers or decides in its sole discretion to waive arbitration and consolidate a dispute with Subcontractor with a suit by a sub-subcontractor of Subcontractor in order to avoid duplicative costs and efforts, because of which Contractor would be deprived of the bargained for right to arbitration with the Subcontractor, then Subcontractor shall be responsible for all of Contractor's and its surety's attorneys' fees and costs in defending any claims by sub-subcontractors and suppliers of Subcontractor.

Section 10 - Miscellaneous Provisions

10.1 Union and Labor Relations

10.1.1 Work Assignments. Subcontractor agrees to make work assignments consistent with decisions of record and agreements of record between labor organizations. In the absence of a decision or agreement of record between labor organization assignments shall be made based upon established trade and area practice. In the event that Subcontractor fails to comply with these provisions, Contractor shall have the right to terminate this Agreement and to remove Subcontractor from the job site.

10.1.2 Labor Disputes. In the event of a labor dispute between Subcontractor and any organization(s), which causes any employees to cease work on the job site, the Subcontractor shall have forty-eight (48) hours to resolve the dispute in a manner which permits all work on the job site to continue, and if Subcontractor fails to do so, Contractor shall have the right to terminate this Agreement and to remove Subcontractor from the job site.

10.1.3 Harmony. Subcontractor shall only employ workers at the Project who are able to work in harmony with the other trades' personnel. Subcontractor shall be solely responsible for promptly resolving any jurisdictional dispute or labor disharmony involving any of Subcontractor's Work or any of Subcontractor's workers.

10.2 Entire Agreement. This Subcontract comprises the entire agreement between the parties. All prior negotiations, quotes, and dealings between them are merged into, integrated and superseded by this Subcontract, which is binding upon and inures to the benefit of the parties and their successors, legal representatives and assigns. Notwithstanding the foregoing, all modifications of this Subcontract, including change orders, must be in writing and signed by the parties hereto to be valid. This Subcontract prohibits subsequent agreements and modifications that may be made orally, by silence or by inaction. Texting is not a valid form of communication on the Project and any notices, claims, change orders, or requests for dispute resolution must be submitted in email or letter.

10.3 Waiver. Failure by Contractor in any instance to insist upon observance or performance by Subcontractor of any of the terms, conditions, or provisions of this Subcontract shall not be deemed a waiver by Contractor of any such terms, conditions or provisions, and waiver of any one breach shall not be deemed a waiver of any other breach.

10.4 Titles and Headings. The titles and headings given to the Sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

10.5 Bankruptcy of Subcontractor. If (i) Subcontractor shall become insolvent or make an assignment for the benefit of creditors or commit any act of bankruptcy, or (ii) a petition in bankruptcy or for an arrangement of creditors shall be filed by or against Subcontractor and Subcontractor does not immediately provide Contractor with adequate assurance of Subcontractor's ability to perform its obligations hereunder, and assume this Subcontract with permission of the Bankruptcy Court, or (iii) Subcontractor shall fail in any manner to perform any part of any material term of this Subcontract, Subcontractor shall be in default. On three days' written notice, Contractor shall be entitled to exercise its rights hereunder. Any expenses, attorneys' fees or consultants' costs incurred by Contractor in relation to Subcontractor's insolvency or assignment for the benefits of creditors, or any act of bankruptcy, shall be reimbursed by Subcontractor or deducted from any outstanding payments otherwise due and owing to Subcontractor.

10.6 References to Owner. If this work is for a Federal or other governmental agency which issues plans and specifications prepared by such agency without an independent Architect or Engineer, all references to Architect or Engineer herein shall be deemed to refer to 'Owner'.

10.7 Legal Notice. Legal notice to parties to this Agreement shall be served at the addresses set forth on page one of this Agreement.

10.8 Severability. In the event that any portion of this Subcontract shall at any time contravene, in whole or part, any applicable law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.

10.9 Joint Drafting. The parties expressly agree that this Subcontract Agreement was jointly drafted, and that both parties had the opportunity to negotiate terms and to obtain the assistance of counsel in reviewing terms prior to execution. This Subcontract Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

10.9.1 Changes to the Document. Changes to the subcontract document by Subcontractor will only be recognized if both Wright Construction Services, Inc. and Subcontractor initial and date the changes.

10.9.2 Performance in Lieu of Signature Equals Acceptance of Terms. Subcontractor's commencement of any of the Work covered by this Subcontract shall constitute acceptance of all of its terms and conditions as though Subcontractor's signature had been provided. If this Subcontract is not signed and returned to Contractor within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Contractor and Subcontractor agrees that, based on its failure to execute and return the written Subcontract Agreement between the parties, it shall have waived all claims against Contractor for breach of contract, quantum meruit, estoppel or any other theory. Unless and until Subcontractor has furnished Contractor with the required bonds, Certificates of Insurance and any other documents required by the Prime Agreement, and, if applicable, Subcontractor has been approved by A/E, Owner and any other party, Subcontractor shall not proceed to perform any work. Should Contractor elect to pay Subcontractor, notwithstanding the lack of a signed, returned Subcontract, Contractor does so without waiving any rights hereunder.

10.10 Certification. All employees of the earthwork subcontractor and the Foreman of any subcontractor who's contract value is One Hundred Fifty Thousand Dollars (\$150,000.00) and above must be trained in Stormwater Pollution Prevention (SWPPP). Any EPA certified program is acceptable. A certificate of completion will be required prior to subcontractor beginning any work on site.

10.11 Badges. Badges may be issued to all workers, they must be worn and visible at all times if required on the project. Lost badges must be replaced for a cost of Twenty-Five Dollars (\$25.00).

10.12 Punch lists. All punch lists/completion lists will be done thru an electronic format. Subcontractor is required to close out all punch list/completion lists items in the electronic format with backup documentation demonstrating the work has been completed. Failure to comply with closing out these items may result in a back charge of Contractors labor to verify and complete the close out of any open items.

10.13 Choice of Law. The validity, interpretation and performance of this Subcontract shall be governed by the laws of the State of Missouri, including its statutes of limitation, without regard to conflicts of law principles that would require the application of the procedural or substantive law of any other jurisdiction.

APPENDIX A - Enumeration of Project Documents	(<input checked="" type="checkbox"/> IS) <input type="checkbox"/> IS NOT) ATTACHED
APPENDIX B - Scope of Work	(<input checked="" type="checkbox"/> IS) <input type="checkbox"/> IS NOT) ATTACHED
APPENDIX C - Affidavit of Subcontractor	(<input checked="" type="checkbox"/> IS) <input type="checkbox"/> IS NOT) ATTACHED
APPENDIX D - Subcontractor Packages / Schedule	(<input checked="" type="checkbox"/> IS) <input type="checkbox"/> IS NOT) ATTACHED
APPENDIX E - I-9 Verification and Compliance	(<input checked="" type="checkbox"/> IS) <input type="checkbox"/> IS NOT) ATTACHED
APPENDIX F - Change Request Sub Summary Form	(<input type="checkbox"/> IS) <input checked="" type="checkbox"/> IS NOT) ATTACHED
APPENDIX H - Harmony Clause	(<input type="checkbox"/> IS) <input checked="" type="checkbox"/> IS NOT) ATTACHED
APPENDIX I - Insurance Requirements	(<input checked="" type="checkbox"/> IS) <input type="checkbox"/> IS NOT) ATTACHED
	□

Complete and return attached W-9 form for our records

Contract must be signed by an authorized officer of the company.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Moon River Signs Inc.

Wright Construction Services, Inc.

Title

Date

Date

Federal Tax I.D. Number

Designated type of organization:

Corporation - State of Organization _____

Partnership

Sole Proprietorship

APPENDIX "A" - Enumeration of Project Documents

APPENDIX "B" - Scope of Work

APPENDIX "C" - Affidavit of Subcontractor

APPENDIX "D" - Subcontractor Package/ Schedule

APPENDIX "E" - I-9 Verification and Compliance

APPENDIX "F" - Change Request Sub Summary Form

APPENDIX "H" - Harmony Clause

APPENDIX "I" - Insurance Requirements

APPENDIX "B" - Scope of Work

10-0400-

1.0 GENERAL

1.1 Furnish the necessary material, labor, tools, and equipment to complete the Signage, Plaques, Dimensional Letter Signage, & Exterior Panel Signage scope of work specifically but not limited to Specification 101400, 101416, 101419, & 101426 accordance with the Plans Specifications, Addendum 1, 2 & 3, Manufacturer's Requirements, and all Authorities Having Jurisdiction.

1.2 All work shall be performed by union labor.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 This subcontractor shall obtain all licenses, permits, and inspections necessary to begin and complete the installation of the system included in the scope of work. Subcontractor to provide permits to Wright and Owner prior to the start of any work. Permits and permitting fees are the responsibility of this subcontractor.

2.2 Send submittal documents as required and/or requested. Submittals must be submitted within two (2) weeks of contract issuance but no later than 1/10/2026 otherwise liquidated damages in the amount of \$500/day, plus any costs associated with Wright's general conditions, will be incurred by any contractor with outstanding items.

2.3 Send closeout documents within 30 calendar days of the Substantial Completion date otherwise liquidated damages in the amount of \$500/day, plus any costs associated with Wright's general conditions, will be incurred by any contractor with outstanding items.

2.4 Pricing for bid alternates 1-4 to be held for 90 calendar days.

3.0 SITE OPERATIONS & COORDINATION

3.1 All personnel will park in designated area(s).

3.2 Subcontractors are to ensure that their personnel as well as supplier deliveries are coordinated with the project superintendent and around agreed times to minimize traffic congestion.

3.3 This subcontractor at the end of each day shall walk the job site to confirm their materials are properly secured and staged and do not interfere with other trades and provide positive site drainage.

3.4 Perform DAILY cleanup of all work areas to Wright provided dumpster. If contractors fail to clean up their own work, Wright will bring in a laborer at this contractor's expense.

3.5 Protect adjacent surfaces.

3.6 Coordinate any blocking requirements with Wright Construction Services during submittal process. All wood blocking/backing will be installed by WCS.

3.7 Confirm all mounting heights during the submittal process.

3.8 Verify all existing conditions. All field measuring must be done by this contractor. Mobilization as required for both field measuring and installation. Verify penetrations into walls will not penetrate or disturb items /trade's work within walls.

4.0 SCOPE OF WORK

4.1 General Signage

4.1.1 Furnish and install all signage including accessibility signs, room & door signs, fire sprinkler identification signs, training room signs, restroom signs, emergency evacuation map signs, firing range signs, flat signs, radius/curved signs, tactile signage media, etc.

4.1.2 Includes all accessories.

4.1.3 If no location is indicated obtain Owner's instructions.

4.2 General Plaques

4.2.1 Furnish and install all plaques.

4.2.2 Includes all accessories.

4.2.2 Obtain vector file from Owner / design team for log / artwork.

4.3 General Dimensional Letter Signage

4.3.1 Furnish and install all dimensional letter signage.

4.3.2 Includes all accessories.

4.4 General Exterior Panel Signage

4.4.1 Furnish and install all exterior panel signage.

4.4.2 Includes all accessories.

4.4.3 Pressure sensitive graphics (PSG) colors are to be selected by Architect from manufacturer's standard colors.

5.0 INSTALLATION & CLOSEOUT

5.1 All materials are to be installed in accordance with the manufacturer's requirements to meet all warranty requirements.

5.2 Provide product warranties per plans and specifications.

5.3 Subcontractor agrees to supply manpower required to meet project schedule.

5.4 Includes all spare parts and attic stock per contract documents.

5.5 Provide mock-ups as required by the specifications or the General Contractor.

5.6 Install products on after all other adjacent work in complete or immediately prior to substantial completion. Protect all installed products from damage per specifications. Perform required touch-up painting of factory-finished components as necessary for a finished appearance.

5.7 All finishes per plans and specifications.

5.8 All installation & performance requirements to be satisfied per specifications.

5.9 Inspect all areas and surfaces to receive your products and report in writing to Wright Construction any defective or unsatisfactory conditions prior to beginning work. All unreported conditions will become the responsibility of this subcontractor.

5.10 All installation & performance requirements to be satisfied per specifications.

4.1.6 Touch up painting, as needed, is included.

SUBCONTRACT GENERAL CONDITIONS

1.0 SAFETY & SITE ACCESS

1.1. All Wright Construction projects are 100% hardhat and safety glasses required. High Visibility shirt or vest is also required. A person not complying will be dismissed from site after one (1) warning.

1.2. Police Officer access to the existing shooting range must be kept at ALL times. The site contains a LIVE shooting range, all workers must be aware and exercise safety accordingly.

1.3. Weekly Toolbox Safety talks are mandatory. Copies of the documents must be submitted to the Project Superintendent weekly and will be stored on site.

1.4. In the event of a dual gate system being implemented, all Union members and their suppliers will access the project through a designated gate that may be a single lane providing both in and out access.

1.5. In the event of any labor disharmony, subcontractors and their tiered vendors are required to continue working. Any lost day for crews refusing to work will result in a \$2,500 liquidated damage being assessed per calendar day (same value as the projects LD's). Any loss in excess of 1 hour will be considered a lost day.

1.6. MSDS sheets must be submitted electronically to Wright's office before any subcontractor arrives onsite. No work can begin until these have been submitted either electronically or via hard copies brought to the jobsite trailer.

2.0 ADMINISTRATION & COMMUNICATION

2.1. Texting and text messages will not be considered notice under this agreement. No direction that changes any costs or terms of the contract will be considered valid if delivered through text messaging.

2.2. Subcontractor meetings are held weekly, and all subcontractors are required to attend meetings three (3) weeks prior to start of work and during their work. Subcontractors must provide company personnel authorized to discuss schedule and make decisions for this subcontractor at this meeting.

2.3. All subcontractors are required to attend a pre-installation meeting prior to beginning ANY work. This meeting will include the General Contractor, Subcontractor, Sub-Subcontractors, Architect and Owner as required. Any work performed prior to this meeting may be considered non-compliant and may not be paid for.

2.4. Autodesk Build is a requirement for the project and is mandatory for all project managers and foremen for the entirety of the project duration. A subscription to Autodesk Build is provided by Wright Construction at no charge and is to be used on your company's furnished devices by all project team members.

2.5. GC Pay (gcpay.com) is required for the project and is to be utilized when submitting pay applications and supplier lien waivers; GC Pay is mandatory for the entirety of the project duration. Pay applications or invoices not submitted through GC Pay will not be processed. Every subcontractor must sign up on this site at no cost to them; GC Pay will provide online training sessions for you and your employees. (Click here for GC Pay training). Contact GC Pay customer support team on 877-447-2584 as needed.

3.0 DOCUMENTS & COORDINATION

- 3.1. A conformed set of construction documents has been provided electronically via Autodesk Build; the subcontractor is responsible to ensure all bid documents and addenda are incorporated into their work.
- 3.2. Foremen and workers must come to the project with the most up to date set of plans. Wright will not be responsible for incorrect installations or materials due to improper working documents.
- 3.3. Projection of all adjacent surfaces, materials, items to remain, etc.
- 3.4. Ensure compatibility of all products with adjacent products.
- 3.5. Specific layout of own work is included. Wall layout to be completed prior to install for MEP overhead rough-ins to be completed prior or simultaneous to wall framing.
- 3.6. All subcontractors will coordinate and participate with other MEPFP subcontractors for ceiling and general space coordination ahead of installations.
- 3.7. All subcontractors will coordinate all penetrations with other trades. Cut and seal own wall and roof penetrations. Fire caulking of penetrations to be coordinated with Wright for uniform material to be used consistent with other trades.

4.0 SUBMITTALS, SAMPLES, & MATERIALS

- 4.1. All subcontractors must transmit required submittals electronically via Submittal Exchange software within two (2) weeks of receipt of contract.
- 4.2. All correspondence regarding submittals, schedules, ASIs, and RFIs will be processed electronically, and subcontractor is responsible to monitor/track daily all activity including but not limited to RFIs, ASIs, proposal requests, submittals from other trades interacting with their work, etc. for the duration of the project.
- 4.3. Furnish samples for all materials for approval by Architect/Owner, physical samples must have transmittal that details each samples manufacturer, color selection, etc. Transmittal and photo of samples are to be combined into one pdf and emailed as stated at time of shipping.
- 4.4. Upon receipt of reviewed submittals, all subcontractors are expected to upload order confirmation and estimated delivery dates to the Material Tracking Log on Submittal Exchange and email Collin Greene (CGreene@wrightconstruct.com) with order confirmation and estimated delivery date.
- 4.5. All labor, material, equipment, and incidental pricing must be held through project completion. Tariff impacts will not be recognized.
- 4.6. All subcontractors are responsible for mockups as required.
- 4.7. All subcontractors are responsible for any costs associated with effects on other trades if the 'basis of design' manufacturer or product is not used.

5.0 INSTALLATION & PROTECTION

- 5.1. All subcontractors are responsible for the delivery, unloading, and protection of own materials, and hoisting of own material and equipment and all lifts, cranes, scaffold, etc.
- 5.2. Aerial Lifts are permitted until damage to finish materials takes place. If damage occurs, it will be at the discretion of Wright to ban all lifts from the interior of the buildings unless special permission is granted. (Example: damage to door frames, walls, flooring finishes)
- 5.3. All subcontractors are responsible for own pre-tests, testing, and training.
- 5.4. All subcontractors are responsible for caulking of own work. Uniform material to be coordinated with Wright to be consistent with other trades.
- 5.5. All subcontractors will provide access panels for own work.
- 5.6. All subcontractors will complete labeling and tagging of own work.
- 5.7. All subcontractors will follow all SWPPP procedures on site. Absolutely no track out will be tolerated. In the event track out occurs, cleaned up will be at the subcontractor expense.
- 5.8. All subcontractors will provide seismic calculations, engineering, drawings, and bracing as required.

6.0 EXTRA WORK & CHANGES

- 6.1. All extra work tickets are to be agreed to in writing prior to start of work with confirmation of time to be signed daily by Wright's Superintendent with a copy of the completed tickets submitted to Wright's Project Manager via email the following day. Upon completion of the task specific T&M work, the subcontractor is to summarize all items and submit as a single change request including all backup to Wright's Project Manager.

7.0 CLOSEOUT & WARRANTY

- 7.2. Furnish attic stock as specified. A transmittal or delivery ticket itemizing material and quantity of attic stock

must be signed by Owner acknowledging receipt of material.

7.3. Subcontractor agrees to complete punch list(s) in a timely manner and within Wright's defined timelines.

8.0 PROJECT RECORDS

8.1. The use of drone photography and 360 photography will be used on this project.

8.2. Liquidated damages may be imposed by the Owner.

Center For Advanced Skills Training in Law Enforcement

25.01.011

Instructions to Subcontractors

1. *Attached is a copy of the Contract | Purchase Order. Please download all forms, complete in its entirety, and return by uploading your completed forms through DocuSign. Partial forms will NOT be accepted.*

GCPAY, Appendix 'G', is a requirement of the Center for Advanced Skills Training in Law Enforcement | #25.01.011 project and will be utilized as a means to submit invoices; Affidavit of Subcontractor | Appendix 'A'; lien waivers and sub tier lien waivers, certified payroll; and all project specific required documentation.

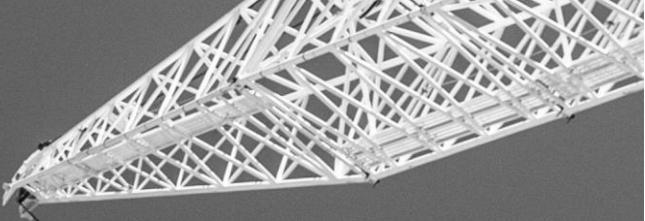
2. Tax Exempt Forms.
3. List of drawings, *Appendix 'A'*.
4. *Appendix 'B'* Scope of Work in agreement.
5. Submit a complete W-9 Form.
6. Pay applications are due to us on the 20th of each month. They must be submitted through GCPay and accompanied by the required documentation. Each pay application must include a completed Appendix 'C' – Affidavit of Subcontractor, sub tier lien waivers, and certified payroll. Close out documents (excluding as-built drawings) are required to be submitted to Wright Construction prior to the subcontractor billing 75% complete with their work. Pay applications will not be processed above 75 % if close out documents have not been submitted and approved.
7. Included is an Affidavit of Subcontractor, *Appendix 'C'*, that must be completed and returned to Wright Construction and completed in GCPAY prior to processing invoices. This affidavit must contain the names of all suppliers that you are using. The Affidavit is required to be updated monthly in GCPAY and submitted with your supplier lien waivers. Without these, we **WILL NOT** process any pay applications or issue any payments.
8. Schedule - *Appendix 'D'*.
9. Submit proof of enrollment in the Department of Homeland Security E-Verify process. Information on the program is included. Along with the proof of enrollment, attach signed copies of *Appendix 'E'* Pages 1 and 2.
10. Submit a current Certificate of Insurance, *Appendix 'I'*. Certificate of Insurance must be received prior to site mobilization and be transmitted with Subcontract Agreement in DocuSign and in GCPAY.
11. Please reference all checked items on Page 1 of contract for Project Classifications (i.e. Certified Payroll, Excessive Unemployment, Prevailing Wage, Tax Exempt, E-Verify).
12. Submit a completed ACH Payments form to ahunn@wrightconstruct.com.
13. Site Logistics Plan *Appendix 'L'* to be issued under separate cover.
14. Submittals and RFIs are to be processed via Submittal Exchange Management software. Submittals and RFIs are to be transmitted electronically individually by Division and specifically detailing Section descriptions. Subcontractors are responsible for tracking submittals and RFIs as well as making contact if submittals are not returned timely. PlanGrid is a requirement of the project and offered by Wright at no cost; however, PlanGrid must be accessible by subcontractor's furnished device – Devise not provided by Wright. *Appendix 'M'* provides instructions for navigating both programs.

15.	Project Superintendent:	Mark Layne	Mlayne@WrightConstruct.com	636.220.6855
16.	Project Manager	Collin Greene	CollinGreene@WrightConstruct.com	314.602.4347


GCPAY

A ZUUSE SOLUTION

Appendix 'G'



Dear Subcontractor | Supplier:

Wright Construction Services, Inc. is pleased to announce that we will be moving to GCPay, an online construction payment management product.

What is GCPay?

GCPay is an online construction payment management product that allows general contractors and subcontractors to quickly and easily collaborate on and automate the application for payment (AFP), lien waiver, compliance and payment process. GCPay is being introduced to make these processes more efficient for both Wright Construction Services, Inc. and you, our subcontractors. The benefits to you include:

- Cost savings – material savings in time and overheads
- Lien waivers – handles and digitizes all elements of lien waivers, making the payment process smoother, and more efficient
- Improves supply chain collaboration – transparency of information between all parties
- Contract compliance – takes care of all communication, approval and notice milestone dates
- Improved cashflow – more efficient payment processes and better cash flow across the supply chain
- Data accuracy and audit trail – track all historical AFP information
- Reduces double handing – GCPay integrates to a number of finance systems and accounting packages. If you are using one of these, that integration eliminates double data entry, reduces errors and reduces handling time. New integrations will be progressively added going forward.
- New features – access to evolving and new features and functionality, for both general contractors and subcontractors, released every 4 weeks

How do I start using GCPay?

You will use GCPay to submit your payment applications, change orders, compliance materials, and lien waivers.

GCPay is cloud-based, so can be used at any time by visiting gcpay.com from any device – computer, tablet or smart phone.

Prior to this time, follow these steps to have your business set up in the system:

1. Visit gcpay.com and click GET STARTED at the top of the home page. If you have questions during the registration process, call the GCPay customer support team on 877.447.2584
2. Follow the prompts to register your company and create a login

If you are already using GCPay for other projects or GCs, you do not need to register again. We will give access to your projects and you will see these projects the next time you log in to GCPay.

What if I have any problems using GCPay?

24 x 7 x 365 support is available to you. Contact the GCPay support team at any time by phone on 877.447.2584 or by email on support@gcpay.com.

Sincerely

Wright Construction Services, Inc.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF O'FALLON
100 N MAIN ST
O'FALLON MO 63366

Missouri Tax ID
Number: 12492221

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

(DT6050)



MISSOURI DEPARTMENT OF

REVENUE**Project Exemption Certificate**

This form is to be completed and given to your contractor.

Name of Exempt Entity Issuing the Certificate City of O'Fallon, Missouri		Missouri Tax Exemption Number 1 2 4 9 2 2 2 1		
Address 100 North Main Street		City O'Fallon	State Mo	ZIP Code 63366
E-mail Address cclercx@ofallonmo.gov				
Project Number 25-043	Project Begin Date (MM/DD/YYYY) 0 9 / 1 2 / 2 0 2 5	Estimated Project End Date (MM/DD/YYYY) 1 0 / 1 1 / 2 0 2 5		
Description of Project CENTER FOR ADVANCED SKILLS TRAINING IN LAW ENFORCEMENT				
Project Location 2400 HWY 79		Certificate Expiration Date (MM/DD/YYYY) 1 2 / 3 1 / 2 0 2 5		
Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.				
Signature of Authorized Exempt Entity <i>Vicki M. Boschert</i>		Printed Name of Authorized Exempt Entity Vicki M. Boschert, Finance Director	Date (MM/DD/YYYY) 0 9 / 1 8 / 2 0 2 5	

Contractor
The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo**. Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor WRIGHT CONSTRUCTION SERVICES INC	Signature of Contractor <i>Anne Hilboldt</i>	Date (MM/DD/YYYY) 0 9 / 1 8 / 2 0 2 5	
Address 11 LAMI INDUSTRIAL DR	City ST PETERS	State MO	ZIP Code 63304

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.			
Name of Purchasing Subcontractor			
Address		City	State ZIP Code
Signature of Contractor <i>Anne Hilboldt</i>	Contractor's Printed Name Wright Construction Services, Inc.		Date (MM/DD/YYYY) 0 9 / 1 8 / 2 0 2 5

Form 5060 (Revised 11-2019)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1666
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.

	A	B	C	D	E
1	Number	Title	Jun 6, 2025	Jun 20, 2025	Jul 8, 2025
2			Bid Set	Addendum 1	Addendum 3
3	A000	COVER SHEET			<input checked="" type="checkbox"/>
4	A001	PROJECT STANDARDS	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
5	A002	CODE INFORMATION	<input checked="" type="checkbox"/>		
6	A003	PARTITION TYPES	<input checked="" type="checkbox"/>		
7	A101	OVERALL SITE PLAN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	A102	ENLARGED SITE PLAN	<input checked="" type="checkbox"/>		
9	A103	SITE DETAILS	<input checked="" type="checkbox"/>		
10	A201	FIRST FLOOR PLAN	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
11	A204	ROOF PLAN	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
12	A301	REFLECTED CEILING PLAN	<input checked="" type="checkbox"/>		
13	A401	EXTERIOR ELEVATIONS	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
14	A402	ELEVATIONS AND SECTIONS			<input checked="" type="checkbox"/>
15	A501	BUILDING SECTIONS	<input checked="" type="checkbox"/>		
16	A511	WALL SECTIONS	<input checked="" type="checkbox"/>		
17	A512	WALL SECTIONS	<input checked="" type="checkbox"/>		
18	A513	WALL SECTIONS	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
19	A700	INTERIOR ELEVATIONS	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
20	A701	ENLARGED RESTROOM PLANS AND ELEVATIONS	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
21	A702	INTERIOR ELEVATIONS	<input checked="" type="checkbox"/>		
22	A703	INTERIOR ELEVATIONS	<input checked="" type="checkbox"/>		
23	A704	INTERIOR ELEVATIONS	<input checked="" type="checkbox"/>		

	A	B	C	D	E
24	A720	INTERIOR DETAILS	✓		
25	A801	DOOR SCHEDULE DOOR TYPES	✓		✓
26	A901	FIRST FLOOR FINISH PLAN	✓	✓	✓
27	A910	FURNITURE PLAN	✓		
28	C-100	BOUNDARY PLAN	✓		✓
29	C-101	BOUNDARY PLAN	✓		
30	C-110	EXISTING CONDITIONS	✓		
31	C-111	PROPOSED FLOODPLAIN PLAN	✓		
32	C-200	OVERALL SITE PLAN	✓	✓	✓
33	C-201	SITE PLAN	✓		✓
34	C-202	SITE PLAN	✓		✓
35	C-203	SITE PLAN	✓		
36	C-204	SITE PLAN	✓		
37	C-210	OVERALL GRADING PLAN	✓	✓	
38	C-211	GRADING PLAN	✓		✓
39	C-212	GRADING PLAN	✓		
40	C-213	GRADING PLAN	✓		
41	C-214	GRADING PLAN	✓		
42	C-220	PAVING PLAN	✓		
43	C-221	UTILITY PLAN	✓		
44	C-222	UTILITY PLAN	✓		
45	C-300	ROADWAY PLAN	✓		✓
46	C-301	ROADWAY PROFILE	✓		✓

	A	B	C	D	E
47	C-302	TRANSFORMER PAD GRADING& RANGE DETAILS	✓		✓
48	C-310	ALIGNMENT PLAN	✓		
49	C-311	ALIGNMENT PLAN	✓		
50	C-320	ROADWAY SIGNAGE PLAN	✓		
51	C-400	STORM SEWER PLAN	✓		✓
52	C-401	STORM SEWER PROFILES	✓		✓
53	C-500	EROSION CONTROL PLAN	✓		✓
54	C-501	EROSION CONTROL DETAILS	✓		✓
55	C-502	EROSION CONTROL DETAILS	✓		
56	C-503	EROSION CONTROL DETAILS	✓		
57	C-510	FORCE MAIN	✓		
58	C-511	SANITARY SEWER PLAN & PROFILE	✓		
59	C-512	SANITARY SEWER PLAN & PROFILE	✓		
60	C-513	SANITARY SEWER PLAN & PROFILE	✓		
61	C-515	FORCE MAIN PLAN& PROFILE	✓		
62	C-516	FORCE MAIN PLAN& PROFILE	✓		
63	C-517	FORCE MAIN PLAN& PROFILE	✓		
64	C-518	FORCE MAIN PLAN& PROFILE	✓		
65	C-519	DETENTION PIPE PLAN& PROFILE	✓	✓	
66	C-520	LIFT STATION SITE PLAN	✓		
67	C-521	LIFT STATION PLAN AND SECTION	✓	✓	
68	C-522	LIFT STATION ELECTRIC	✓		
69	C-523	LIFT STATION DETAILS	✓		

	A	B	C	D	E
70	C-524	LIFT STATION DETAILS	✓		
71	C-600	OFF SITE	✓		
72	C-601	WATER PLAN AND PROFILE	✓		
73	C-602	WATER PLAN AND PROFILE	✓	✓	
74	C-603	WATER PLAN AND PROFILE	✓	✓	
75	C-604	WATER PLAN AND PROFILE	✓		
76	C-605	WATER PLAN AND PROFILE	✓		
77	C-606	WATER PLAN AND PROFILE	✓		
78	C-607	WATER PLAN AND PROFILE	✓		
79	C-700	CONSTRUCTION DETAILS	✓		
80	C-701	CONSTRUCTION DETAILS	✓		
81	C-702	CONSTRUCTION DETAILS	✓		
82	C-703	CONSTRUCTION DETAILS	✓		
83	C-704	CONSTRUCTION DETAILS	✓		
84	C-705	CONSTRUCTION DETAILS	✓		
85	C-706	TRAFFIC SIGNAL PLAN & QUANTITIES	✓		
86	C-707	TRAFFIC SIGNAL PLAN & QUANTITIES	✓		
87	C-708	TRAFFIC SIGNAL DETAILS	✓		
88	C-709	TRAFFIC SIGNAL DETAILS	✓		
89	C-710	TRAFFIC SIGNAL DETAILS	✓		
90	C-711	TRAFFIC SIGNAL DETAILS	✓		
91	C-800	MECHANICAL DETAILS	✓		
92	C-801	STRUCTURAL DETAILS	✓		

	A	B	C	D	E
93	C-802	CONSTRUCTION DETAILS	✓		
94	C-803	CONSTRUCTION DETAILS	✓		
95	C-804	CONSTRUCTION DETAILS	✓		✓
96	C-805	CONSTRUCTION DETAILS	✓		
97	C-806	CONSTRUCTION DETAILS	✓		
98	C-807	CONSTRUCTION DETAILS	✓		
99	C-810	HYDRAULIC CALCULATIONS	✓		
100	C-811	EXISTING DRAINAGE MAP	✓		
101	C-812	PROPOSED DRAINAGE MAP	✓		
102	E101	CLASSROOM LIGHTING RCP	✓		
103	E102	RANGE LIGHTING RCPS& DETAILS- PHASE 1B			✓
104	E201	CLASSROOM POWER PLAN	✓		
105	E202	RANGE POWER PLANS& DETAILS- PHASE 1B			✓
106	E301	CLASSROOM SPECIAL SYSTEMS PLAN	✓		
107	E302	RANGE SPECIAL SYSTEMS PLANS& DETAILS- PHASE 1B			✓
108	E501	ELECTRICAL ENLARGED PLAN& RISER DIAGRAM	✓		
109	E502	ELECTRICAL DETAILS	✓		
110	E503	ELECTRICAL DETAILS	✓		
111	E504	AV DIAGRAMS	✓		
112	E601	ELECTRICAL SCHEDULES	✓		✓
113	E602	ELECTRICAL SCHEDULES	✓		
114	FLEET A001	PROJECT STANDARDS	✓		
115	FLEET A002	CODE INFORMATION	✓		

	A	B	C	D	E
116	<u>FLEET A201</u>	FIRST FLOOR PLAN	✓		
117	<u>FLEET A202</u>	CEILING PLANS	✓		
118	<u>FLEET A402</u>	ELEVATIONS AND SECTIONS	✓		
119	<u>FLEET A502</u>	WALL SECTIONS	✓		
120	<u>FLEET A503</u>	DETAILS	✓		
121	<u>FLEET A701</u>	ENLARGED RESTROOM PLANS AND ELEVATIONS	✓		
122	<u>FLEET COVER</u>	COVER SHEET	✓		
123	<u>FLEET E102</u>	SIMUNITION& FLEET MAINTENANCE LIGHTING RCPs	✓		
124	<u>FLEET E202</u>	SIMUNITION& FLEET MAINTENANCE POWER PLANS	✓		
125	<u>FLEET E302</u>	SIMUNITION& FLEET MAINTENANCE SPECIAL SYSTEMS PLANS	✓		
126	<u>FLEET E501</u>	ELECTRICAL ENLARGED PLAN& RISER DIAGRAM	✓		
127	<u>FLEET E502</u>	ELECTRICAL DETAILS	✓		
128	<u>FLEET E503</u>	ELECTRICAL DETAILS	✓		
129	<u>FLEET E601</u>	ELECTRICAL SCHEDULES	✓		
130	<u>FLEET E602</u>	ELECTRICAL SCHEDULES	✓		
131	<u>FLEET FP101</u>	FIRE PROTECTION PLANS	✓		
132	<u>FLEET M103</u>	SIMUNITION& FLEET MAINTENANCE HVAC PLANS	✓		
133	<u>FLEET M501</u>	MECHANICAL DETAILS	✓		
134	<u>FLEET M601</u>	MECHANICAL SCHEDULES	✓		
135	<u>FLEET MPE001</u>	MPE SYMBOLS LEGEND& GENERAL NOTES	✓		
136	<u>FLEET MPE101</u>	MPE SITE PLAN	✓		
137	<u>FLEET P102</u>	SIMUNITION& FLEET MAINTENANCE PLUMBING PLANS	✓		
138	<u>FLEET P401</u>	ENLARGED PLUMBING PLANS	✓		

	A	B	C	D	E
139	FLEET P501	PLUMBING DETAILS	✓		
140	FLEET P503	PLUMBING RISERS	✓		
141	FLEET P601	PLUMBING SCHEDULES	✓		
142	FLEET S001	VEHICLE MAINTENANCE BUILDING PLAN	✓		
143	FLEET S101	VEHICLE MAINTENANCE BUILDING FOUNDATION SECTIONS	✓		
144	FP101	FIRE PROTECTION PLANS	✓		
145	G-001	TITLE SHEET			✓
146	G-002	GENERAL NOTES	✓	✓	✓
147	G-003	GENERAL NOTES	✓	✓	✓
148	G-004	GENERAL NOTES	✓		
149	L-001	LANDSCAPING PLAN	✓		
150	M101	CLASSROOM HVAC PLAN	✓		
151	M102	CLASSROOM HVAC PIPING PLAN	✓		
152	M501	MECHANICAL DETAILS	✓		
153	M502	TEMPERATURE CONTROLS& HYDRONIC PIPING DIAGRAMS		✓	
154	M601	MECHANICAL SCHEDULES	✓		
155	MPE001	MPE SYMBOLS LEGEND& GENERAL NOTES	✓		✓
156	MPE101	MPE SITE PLAN	✓		✓
157	P100	CLASSROOM BELOW GRADE PLUMBING PLAN	✓		
158	P101	CLASSROOM PLUMBING PLAN	✓		
159	P401	ENLARGED PLUMBING PLANS	✓		
160	P501	PLUMBING DETAILS	✓		
161	P502	PLUMBING RISERS	✓		

	A	B	C	D	E
162	P601	PLUMBING SCHEDULES	<input checked="" type="checkbox"/>		
163	Q4	DOOR SCHEDULE DOOR TYPES		<input checked="" type="checkbox"/>	
164	RANGE A001	PROJECT STANDARDS - PHASE 2	<input checked="" type="checkbox"/>		
165	RANGE A101	OVERALL SITE PLAN - PHASE 2	<input checked="" type="checkbox"/>		
166	RANGE A201	FIRST FLOOR PLAN			<input checked="" type="checkbox"/>
167	RANGE A210	FLOOR PLAN- PAVILION- PHASE2	<input checked="" type="checkbox"/>		
168	RANGE A211	FIRST FLOOR FINISH PLAN- PHASE2	<input checked="" type="checkbox"/>		
169	RANGE A410	EXTERIOR ELEVATIONS - PHASE 2	<input checked="" type="checkbox"/>		
170	RANGE A510	BUILDING SECTIONS - PHASE 2	<input checked="" type="checkbox"/>		
171	RANGE A710	INTERIOR ELEVATIONS - PHASE 2	<input checked="" type="checkbox"/>		
172	RANGE COVER	COVER SHEET	<input checked="" type="checkbox"/>		
173	RANGE E101	RANGE PAVILLION LIGHT RCP & DETAILS - PHASE 1C	<input checked="" type="checkbox"/>		
174	RANGE E201	CLASSROOM POWER PLAN	<input checked="" type="checkbox"/>		
175	RANGE E301	CLASSROOM SPECIAL SYSTEMS PLAN	<input checked="" type="checkbox"/>		
176	RANGE E602	ELECTRICAL SCHEDULES	<input checked="" type="checkbox"/>		
177	RANGE M101	CLASSROOM HVAC PLAN	<input checked="" type="checkbox"/>		
178	RANGE MPE001	MPE GENERAL NOTES & SYMBOL LEGEND - PHASE 1B&1C	<input checked="" type="checkbox"/>		
179	RANGE MPE101	MPE SITE PLAN		<input checked="" type="checkbox"/>	
180	RANGE MPE102	SITE LIGHTING PHOTOMETRIC PLAN	<input checked="" type="checkbox"/>		
181	RANGE P100	CLASSROOM BELOW GRADE PLUMBING PLAN	<input checked="" type="checkbox"/>		
182	RANGE P101	CLASSROOM PLUMBING PLAN	<input checked="" type="checkbox"/>		
183	RANGE P102	SIMUNITION& FLEET MAINTENANCE PLUMBING PLANS	<input checked="" type="checkbox"/>		
184	RANGE P601	PLUMBING RISERS, DETAILS, & SCHEDULES - PHASE 1C	<input checked="" type="checkbox"/>		

	A	B	C	D	E
185	RANGE Q4	CODE INFORMATION - PHASE 2	✓		
186	RANGE S001	GENERAL NOTES	✓		
187	RANGE S102	PAV BUILDING	✓		
188	RANGE S200	CLASSROOM BUILDING FOUNDATION PLAN	✓		
189	S001	GENERAL NOTES	✓		✓
190	S100	VEHICLE MAINTENANCE BUILDING PLAN	✓		✓
191	S200	CLASSROOM BUILDING FOUNDATION PLAN	✓		✓
192	S201	CLASSROOM BUILDING FOUNDATION SECTIONS	✓		
193	SIMUNITION A001	PROJECT STANDARDS	✓		
194	SIMUNITION A002	CODE INFORMATION	✓		
195	SIMUNITION A201	FIRST FLOOR PLAN	✓		
196	SIMUNITION A202	CEILING PLANS	✓		
197	SIMUNITION A403	ELEVATIONS AND SECTIONS	✓		
198	SIMUNITION A503	WALL SECTIONS	✓		
199	SIMUNITION A504	DETAILS	✓		
200	SIMUNITION A505	DETAILS	✓		
201	SIMUNITION A601	VERTICAL CIRCULATION	✓		
202	SIMUNITION A602	STAIR DETAILS	✓		
203	SIMUNITION COVER	COVER SHEET	✓		
204	SIMUNITION E102	SIMUNITION& FLEET MAINTENANCE LIGHTING RCPS	✓		
205	SIMUNITION E202	SIMUNITION& FLEET MAINTENANCE POWER PLANS	✓		
206	SIMUNITION E302	SIMUNITION& FLEET MAINTENANCE SPECIAL SYSTEMS PLANS	✓		
207	SIMUNITION E501	ELECTRICAL ENLARGED PLAN& RISER DIAGRAM	✓		

	A	B	C	D	E
208	SIMUNITION E502	ELECTRICAL DETAILS	✓		
209	SIMUNITION E503	ELECTRICAL DETAILS	✓		
210	SIMUNITION E601	ELECTRICAL SCHEDULES	✓		
211	SIMUNITION E602	ELECTRICAL SCHEDULES	✓		
212	SIMUNITION M103	SIMUNITION & FLEET MAINTENANCE HVAC PLANS	✓		
213	SIMUNITION M501	MECHANICAL DETAILS	✓		
214	SIMUNITION M601	MECHANICAL SCHEDULES	✓		
215	SIMUNITION MPE001	MPE SYMBOLS LEGEND & GENERAL NOTES	✓		
216	SIMUNITION MPE101	MPE SITE PLAN	✓		
217	SIMUNITION P102	SIMUNITION & FLEET MAINTENANCE PLUMBING PLANS	✓		
218	SIMUNITION P401	ENLARGED PLUMBING PLANS	✓		
219	SIMUNITION P501	PLUMBING DETAILS	✓		
220	SIMUNITION P503	PLUMBING RISERS	✓		
221	SIMUNITION P601	PLUMBING SCHEDULES	✓		
222	SIMUNITION S001	GENERAL NOTES	✓		
223	SIMUNITION S300	SIMUNITIONS BUILDING PLANS	✓		
224	SIMUNITION S301	SIMUNITIONS BUILDING FOUNDATION SECTIONS	✓		
225	SIMUNITION S302	SIMUNITIONS BUILDING MEZZANINE FRAMING SECTIONS	✓		
226	T	TELECOMMUNICATIONS	✓	✓	
227	001	COVER SHEET	✓		
228	002	COVER SHEET - VEHICLE MAINTENANCE		✓	

Please upload current W-9**W-9**

Form

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**a Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ^a _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	<input type="checkbox"/> Exempt payee code (if any) _____
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
- -

or

Employer identification number
-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ^a
-----------	--

Date ^a**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Please complete and return.**Appendix 'C'****Affidavit of Subcontractor**

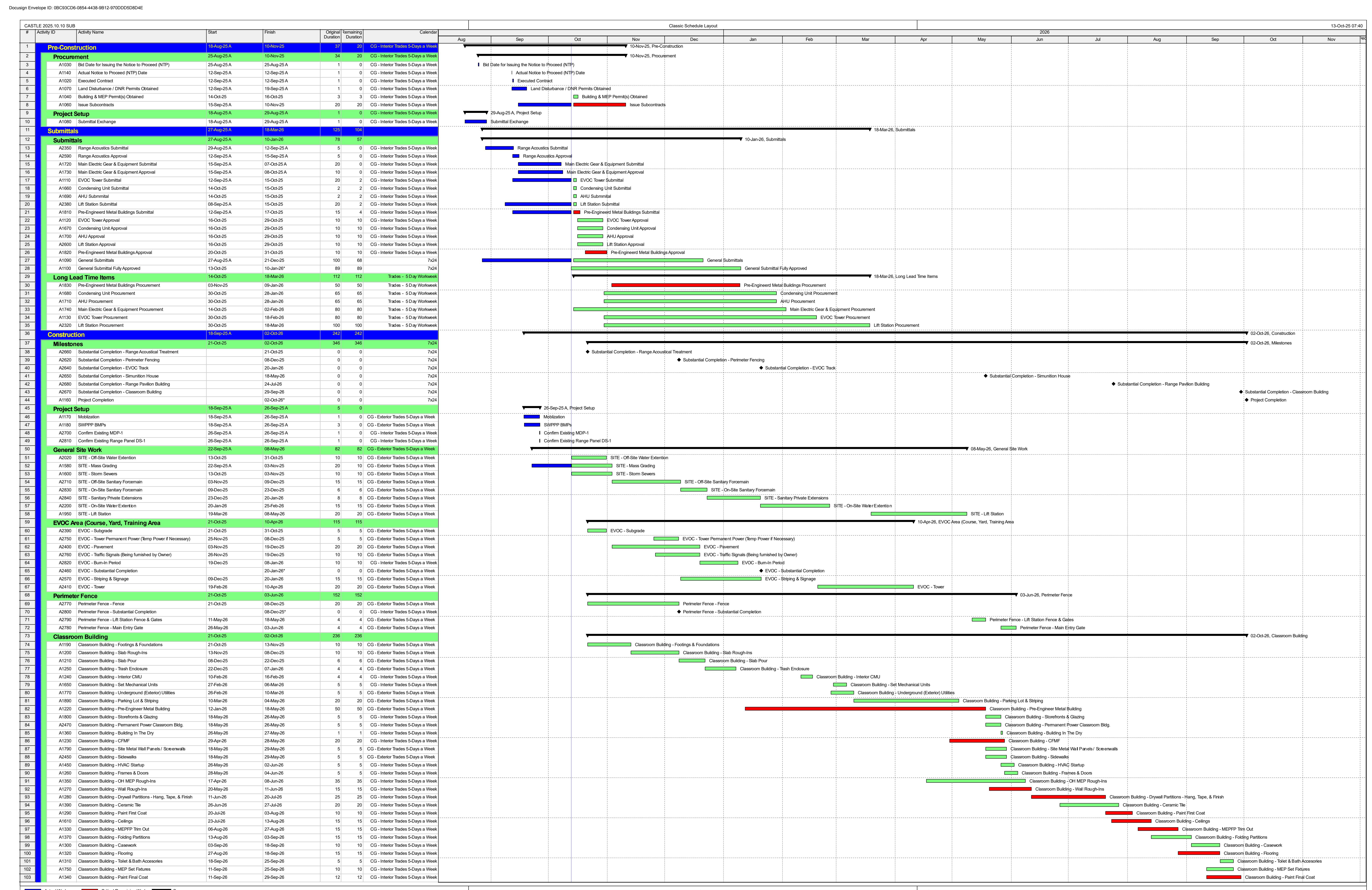
State of _____
County of _____

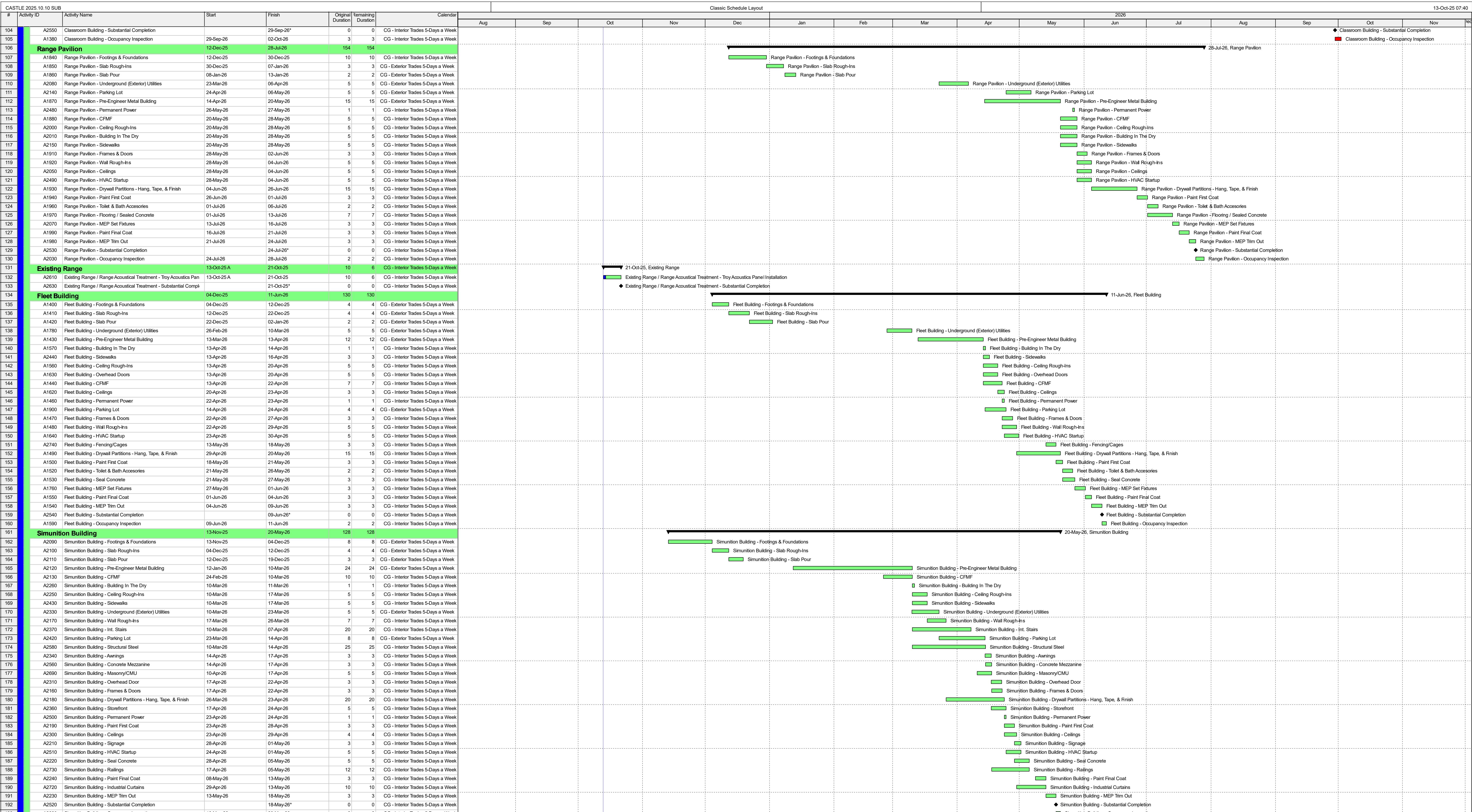
Page of Pages
Pay Application #:
Invoice No.:

The undersigned, being first duly sworn upon other deposes and says, that he entered into a contract agreement with to furnish materials and or labor for a project known as *Center for Advanced Skills Training In Law Enforcement, (O'Fallon, MO)*. That for the purpose of said contract, the following persons, firms or corporations have been engaged to furnish, have furnished, or will furnish material and/or labor for said project; that there are due or to become due to them respectively, the amounts set opposite their names for said materials and/or labor; that there are no other known commitments and there is nothing due or to become due to any person, firm, or corporation for labor, services, materials, fixtures, machinery, apparatus, supplies or services, other than as stated herein.

Material Supplier or Subcontractor	Description of Services	(A) Contract Amount	(B) Requested to Date	(C) Paid to Date	(a)-(b+(c)) Amount Due or Become Due

Date_____
Company Name
By: __________
Title: _____





Please complete BOTH pages and return.

Appendix 'E'

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to Wright Con(to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the Contractor prior to or contemporaneously with the execution of its contract;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company;
- d) affirms you will notify Wright Con if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to Wright Con prior to or contemporaneously with the execution of its contract with Wright Con(or at any time thereafter upon request by Wright Con), by providing to Wright Con an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract.

By:

(Signature)

Printed Name and Title: _____

For and on behalf of:

(Company Name)

Appendix 'E'
EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, Wright Construction.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)
For _____ (company name)
Title: _____

Subscribed and sworn to before me on this _____ day of _____ 200 .

NOTARY PUBLIC

My commission expires:

**Return a Current Certificate of Insurance listing Wright
Construction as the Certificate Holder and as an Additional
Insured. Be sure to list project name in the Description of
Operations box.**

APPENDIX "I" – Insurance Requirements

Insurance shall be provided by a company from BEST, rating "A" or better, and shall be licensed to do business in the State of Missouri. Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the project and within 5 days after receipt of the contract. Insurance shall be written for not less than the following:

1. Commercial General Liability insurance on an occurrence basis with limits of not less than shown below including a per project aggregate. Such policy shall include all major aspects of coverage including but not limited to Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Independent Contractors and Contractual Liability. The policy shall name **Wright Construction Services, its subsidiary and affiliate entities, their respective directors, officers, employees and agents and owner**, as Additional Insureds via a combination of ISO forms CG2010 10/01 and CG2037 10/01, or manuscript form(s) providing equivalent coverage (i.e. coverage for the Additional Insureds must be Primary and Non-Contributory and include products/completed operations coverage, and must not be limited to vicarious liability coverage only), which form(s) must be accepted and approved by Contractor or its insurance/risk manager. The policy shall also include a Waiver of Subrogation endorsement in favor of the Additional Insureds listed above. The insurance required shall be for a period of time equal to the applicable state's statute of repose, and contractual liability.

The insurance required by this paragraph shall be in limits not less than the following:

\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence

2. Business Automobile Liability insurance with limits of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage covering all vehicles, including all owned, borrowed, leased, rented, hired and non-owned, used in connection with Subcontractor's work. The policy must provide a waiver of subrogation and name the Contractor and owner as an Additional Insured, including primary noncontributory coverage either by policy terms or by endorsement attached to the policy, for any liability incurred by any of them due to actions of Subcontractor.
3. Workers Compensation, and Occupational Disease insurance in accordance with all applicable state and federal laws, with Employers Liability insurance with limits as requested below Subcontractor shall provide, at its own expense, Workers' Compensation as required by the laws of the state or states having jurisdiction over the Project. Workers' Compensation benefits shall be afforded by a Workers' Compensation insurance policy, a copy of which may be requested by Owner as provided in Paragraph 5.e of this Exhibit. No alternative or benefit plan in lieu of statutory Workers' Compensation coverage will be acceptable even in those jurisdictions where permitted.

The policy required shall be endorsed to include a Waiver of Subrogation in favor of Contractor and Owner except where prohibited by law.

In the event that the Work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act or the Federal Employer's Liability Act, the Workers' Compensation policy shall include coverage for the liability imposed under the above-mentioned Acts as applicable.

Subcontractor shall provide, at its own expense, Employer's Liability with the following minimum limits of liability:

\$1,000,000 Bodily Injury by Accident - Each Accident
\$1,000,000 Bodily Injury by Disease - Disease-Policy Limit
\$1,000,000 Bodily Injury by Disease - Each Employee

Excess/Umbrella Liability Subcontractor shall provide, at its own expense, Umbrella or Following Form Excess Liability Insurance with coverages at least as broad as those of the primary policies set out in the paragraphs above (including primary/noncontributory additional insured and waiver of subrogation in favor of the Contractor and Owner.) Such Umbrella or Following Form Excess Liability Insurance is to apply in excess of Commercial General Liability, Automobile Liability and Employer's Liability, with limits not less than the following:

\$5,000,000 Each Occurrence
\$5,000,000 Each Aggregate

The Excess Liability/Umbrella Insurance shall attach directly over the underlying limits of the primary policies, with no break or gap in coverage between them.

4. There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.
 5. The insurance coverage required under paragraphs above shall be of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner for Liability related to an manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor or Owner in relation to the project. *Subcontractor agrees to maintain the above insurance for the benefit of the Contractor and Owner for the period of 5 years.
 6. Waiver of Subrogation: Wright Construction Services, Inc. and Subcontractor waive all rights against (1) each other and any of their Subcontractors, agents and employees, each of the other and (2) the Owner and any of its subcontractors, agents and employees, for damages caused by fire or other perils covered by property insurance provided under the Prime Contractor other property insurance applicable to the contract work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of its subcontractors, agents and employees, by appropriate agreement, written where legally required for validity, similar waivers in favor of other parties endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance interest in the property damaged.
 7. Each Accord Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days prior written notice of cancellation and termination for the Subcontractors coverage there under
 8. Please reference "Appendix "A" Supplementary Conditions Relating to Insurance" in volume 1 of the Specification book for additional Insurance requirements.
 9. **Attach insurance certificate with return of this contract.**
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Please complete and return.



ACH Payments

Wright Construction Services, Inc. has implemented an ACH Payment system. Payments will be electronically deposited into your company's designated bank account through ACH (Automated Clearing House). An ACH remittance advice will be delivered via email.

Please complete the information below in order for us to start to establish accurate electronic records for ACH payments.

Email to Ahunn@WrightConstruct.com OR

Mail to: Wright Construction Services, Inc. | 11 Lami Industrial Drive | St. Peters, MO 63304.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

I (we) hereby authorize ***Wright Construction Services, Inc.***, (the "Company", to initiate credit entries and if necessary, initiate debit correction or adjustment entries to my (our) account(s) at the financial institution(s) indicated below. Wright Construction Services will notify you before any debit adjustments are initiated.

CHECKING

SAVINGS

Depository Financial Institution		
Address		
City	State	Zip Code

TRANSIT ROUTING NUMBERS								ACCOUNT NUMBER INFORMATION							
[:]:								

This authority is to remain in full force and effect until the Company has received written notification from me (or either of us) of its termination in such a time and manner as to afford the Company and the Depository Institution a reasonable opportunity to act on it.

Company Name - Please Print		
Address		City and State
Signed	Date	Printed Name



Primavera Submittal Exchange

Wright Construction Services will be using Submittal Exchange to manage the ***Center for Advanced Skill Training in Law Enforcement*** project. Please contact ***Collin Greene | CGreene@WrightConstruct.com*** for any team members to be added to this program. You will receive an invitation via email granting you access to Submittal Exchange. You will receive notices for the specification sections that have been assigned to you for the project. You can view the full project by changing your “view” setting to “all activity” as applicable.

On the top right of the web page, there is a “?” that provides a variety of training opportunities. It includes tutorial videos and user guides. There will be a Submittal Exchange Consultant available for you to reach out to directly with questions.

Joseph Leonard joseph.leonard@oracle.com
515.631.6547

All correspondence regarding submittals, schedules, ASIs, and RFIs will be processed using this system. All correspondence through Submittal Exchange should be uploaded in a PDF file format. It is the Subcontractor | Supplier’s responsibility to monitor this system daily for the duration of the project.



Wright Construction Services will be using Autodesk to manage the ***Center for Advanced Skill Training in Law Enforcement*** project. PlanGrid is a construction management software that provides real-time access to project-related drawings, documents, etc. remotely or on site. This program also has an app available on the App Store that is compatible with smart phones and tablets.

It is strongly recommended for Subcontractors | Suppliers to subscribe to this program. Please contact ***Collin Greene | CGreene@WrightConstruct.com*** to add a new team member to the project. You will receive an invitation via email granting you access to PlanGrid.