

SUBCONTRACT AGREEMENT TEXAS - INTERIORS

ANY DISPUTE ARISING OUT OF THIS SUBCONTRACTISSUBJECT TO ARBITRATION. THE ARBITRATION PROCEDURES ARE SET FORTH IN ARTICLE 14 OF THE GENERAL PROVISIONS TO THIS CONTRACT.

This Agreement made this 7/6/2023, and effective the 7/6/2023, by and between Scott & Reid General Contractors, Inc. whose principal address is 15207 Addison Rd, Addison, Texas 75001, hereinafter referred to as the "Contractor" and Heartland Sports Turf whose principal address is 101 Stewart Rd, Stigler, OK 74462, hereinafter referred to as the "Subcontractor," to perform part of the work on the following project:

PROJECT: 3.601 Otoe Missouria - RV Park PH I 12875 N Hwy 77 Newkirk, OK 74647

SUBCONTRACT SUM:

81,958.90 (EIGHTY-ONE THOUSAND NINE HUNDRED FIFTY-EIGHT AND 90 / 100 Dollars)

JOB NUMBER:

3601-1-04

(Please include this reference number on all invoices and job inquiries.)

NOW, THEREFORE, in consideration of the mutual covenants herein made by Contractor and Subcontractor, the parties mutually agree as follows:

1. Subcontractor promises, covenants and agrees to furnish all labor, material, management, equipment, tools, plant, scaffolding,

Site Improvements

\$81,958.90

\$0.00

The above described Work is for the construction of the above-named Project and will be performed in accordance with the Contract Documents as defined in the "General Provisions" of Contractor's Subcontract Agreement.

- 2. Contractor agrees to pay Subcontractor for the described Work, and Subcontractor agrees to accept therefore, the Subcontract Sum as stated above, such payment to be made in accordance with the General Provisions of the Subcontract Agreement.
- 3. Subcontractor shall perform its Work in a timely manner in accordance with Article 7 of the 2020 General Provisions of Subcontract Agreement.
- 4. Subcontractor represents that it is qualified to perform the Work and that it is knowledgeable of the materials, methods, equipment and apparatus specified for the Work, and that it has or will have sufficient work forces to timely complete the Work. Subcontractor acknowledges that it has (a) ascertained and fully evaluated the Work required by the Contract Documents, and the conditions and difficulties involved in performing the same; (b) satisfied itself as to the correctness and accuracy of information furnished by Contractor, Architect, Owner or others; and (c) reviewed and accepted the information regarding the Owner's ability to pay for the Work and is satisfied as to the financial integrity of Owner and its ability to pay for the Work. Subcontractor agrees that any failure by Subcontractor to become fully informed of the conditions and difficulties involved in performing the Work will not relieve Subcontractor from its responsibilities under the Contract Documents.

- 5. The General Provisions and any exhibits or additions attached or referenced therein are incorporated into and made a part of this Subcontract Agreement. Other Contract documents include but are not limited to the Scope of Work, Plans and Specifications, Project Schedule, PCO Form, Lien Waiver Forms, and Insurance Requirements of the Owner, if any.
- 6. Subcontractor shall be solely responsible for ensuring that an authorized representative of Subcontractor signs the Subcontract and other documents whether by handwritten, electronic, or digital signature and agrees not to contest the validity or enforceability of any signature on any document that is so conveyed. Subcontractor agrees that Subcontractor's signature on this Subcontract Agreement indicates its agreement to the terms of the unmodified Subcontract Agreement and 2020 General Provisions. No signature of Contractor is required to fully effectuate Contractor's agreement to these terms. Should Subcontractor desire a Contractor executed version of this Agreement, Subcontractor may return two executed copies of the Agreement to Contractor and Contractor will endeavor to return a fully executed copy to Subcontractor. In no event shall this Agreement be deemed invalid or unenforceable due to Contractor's lack of signature. If requested, Subcontractor agrees to sign the Subcontract and other Contract Documents utilizing Contractor's electronic signature process which, at the Contractor's discretion, may be facilitated through a third-party administrator.

Heartland Sports Turf	Scott & Reid General Contractors, Inc.
By:Mcmu	Ву:
Subcontractor Signature	Contractor Signature
Printed name Jason McMahan	Bradley D. Reid
Title: Dwner Heartland Sports Turf	President
Phone No.: 405-915-5155	Phone No.: 469.374.3400
Email Address: heart bind sports Turfe gnail. com	Email Address: email@scottandreid.com