

SRJ Field Services, LLC

Subcontractor Agreement

This AGREEMENT for Services is made effective as of _____ by and between **SRJ FIELD SERVICES, LLC (SRJ) OF 3611 S. Utica Ave, Tulsa, OK 74105** and _____ of _____.

In this AGREEMENT, the party who is contracting to receive services will be referred to as "SRJ", and the party who will be providing the services will be referred to as "CONTRACTOR."

- 1) **DESCRIPTION OF SERVICES.** Beginning on effective date above, CONTRACTOR will provide to SRJ the services described in the attached Exhibit (collectively, the "Scope of Work").
- 2) **COMPLETION DATE.** All "Scope of Work" shall be completed and documented no later than said date on assigned service order (work order). With exception of grass cuts and winterizations, they shall be completed 24 hours prior to due date. All work completed after the due date, with the exception of grass cuts and winterizations not completed 24 hours prior to the due date, will be assessed a \$50 late fee.
- 3) **PAYMENT FOR SERVICES.** In exchange for the Services SRJ will pay CONTRACTOR according to the following schedule:
 - a) Invoice will be paid when invoice is finalized for "early pay."
 - b) Invoice will be paid when SRJ is paid on "Non-early pay."
- 4) **PURCHASE ORDER / INVOICE.** All payments made to CONTRACTOR in reference to this agreement will be tracked by SRJ Invoice number unless agreed to prior to completion of work.
- 5) **PERFORMANCE.** CONTRACTOR is required to meet all reasonable completion schedules set forth by the general contractor therefore CONTRACTOR agrees to, supply as many workers as needed, or work as many hours as needed, to meet these completion schedules as well. If CONTRACTOR supplies employees or third party workers to perform any work pursuant to this AGREEMENT, CONTRACTOR agrees to provide evidence of worker's compensation insurance before performing any work as set forth in paragraph 23 herein below. Performance includes but is not limited to quality of services completed and timely reporting as laid out by SRJ policy and procedure for recording completed services.
- 6) **PROTECTION / PUNCH.** CONTRACTOR will be responsible for protecting installed items by covering the items up immediately after installation. CONTRACTOR will supply all material required to cover items. CONTRACTOR agrees to perform all items described in the "Scope of Work" prior to completion of this agreement. CONTRACTOR agrees to complete all typical punch items as required after installation.

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- 7) **TOOLS.** CONTRACTOR is responsible for furnishing all tools and equipment required to fulfill this agreement. SRJ will not be responsible for any lost or stolen tools or equipment.
- 8) **TERM.** This AGREEMENT will renew automatically monthly upon completion by CONTRACTOR of the Services required by this AGREEMENT
- 9) **RELATIONSHIP OF PARTIES.** It is understood by the parties that CONTRACTOR is an independent contractor with respect to SRJ, and not an employee of SRJ. SRJ will not provide fringe benefits, including liability, workman's compensation, health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONTRACTOR.
- 10) **LABOR.** Contractor will cooperate to the fullest extent with SRJ in supplying workmen who can and will work in harmony with other trades and agrees:

To comply with Fair Labor Standard Act, Service Contract Act and all appropriate Federal, State, and local regulations concerning wages, hours, method of payment and nondiscriminatory practices with regard to the hiring and use of labor, both at the site and by all material suppliers and subcontractors, including the filing of any and all certificates of compliance required by any governmental agency or other authority.

Subcontractor agrees to rigidly adhere to starting and quitting times as established by Contractor.

Contractor acknowledges that time is of the essence in the execution of this Subcontract and that failure of the contractor to properly enforce the provision of this paragraph shall be considered a default giving SRJ the right to terminate this agreement with cause.

- 11) **EQUAL OPPORTUNITY.** This Purchase Order/Subcontractor Agreement shall comply with the provisions Executive Order 11246, entitled the "Equal Opportunity Rules and Regulations of the United States Secretary of Labor" relating thereto and by the provisions of the Equal Opportunity Clause and Certification of Non-Segregated Facilities. This Purchase Order/Subcontractor Agreement shall further agree to comply with any and all other applicable federal and State Laws relating the equal opportunity and prohibiting discrimination.

The Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations Chapter 60-1.4, 60-250.5 and 60-741.5 are hereby incorporated by reference.

The Executive Order 13201 Employee Notice Clause set forth in 29 Code of Federal Regulations Chapter 470 is hereby incorporated by reference.

- 12) **AVAILABILITY.** CONTRACTOR agrees to participate in a minimum of one field training meeting with SRJ and will also attend scheduled meeting with a notice of no less than 48 hours.
- 13) **RECEIPT OF GOODS.** CONTRACTOR agrees to be financially responsible for the replacement of any damaged, lost, or stolen goods due to CONTRACTOR's negligence. A delivery notice will be issued to CONTRACTOR 24 hours prior to any delivery deemed to be after hours.

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14) **CONFIDENTIALITY.** CONTRACTOR and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, or divulge, disclose, or communicate in any manner, any information that is proprietary to SRJ. CONTRACTOR and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. CONTRACTOR may use non-public information obtained solely for the purpose of achieving the goals of the "Scope of Work". This use includes communication to the issuer and the exchange of information between contracting authorities, unless the providing Authority expressly objects to this communication.

CONTRACTOR must obtain the prior consent of the providing authority before disclosing non-public information received. If consent is not obtained from the Providing Authority, the parties will consult to discuss the reasons for withholding approval of such use and the circumstances, if any, under which the intended use by the receiver might be allowed.

Except for disclosures in accordance with this protocol, each Authority intends to keep confidential non-public communications information received. Under this protocol the content of such communications, and any other non-public matters arising under the "Scope of Work", including consultations between or among the Contracting authorities:

- i) In the event that non-public information furnished pursuant to this protocol includes deliberative and consultative materials, the parties intend that such disclosure will not constitute a waiver of privilege or confidentiality of such information.
- ii) In the event of termination of cooperation between SRJ Field Services, LLC and the contracting authorities the work plan, information obtained under this protocol will continue to be treated in the manner prescribed.

15) **INDEMNIFICATION.** Contractor agrees to indemnify and hold SRJ harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against SRJ that result from the acts or omissions of CONTRACTOR and/or CONTRACTOR's employees, agents or representatives.

16) **HEALTH AND SAFETY.** Contractor shall be responsible to SRJ for compliance with all health and safety rules and regulations. Contractor shall defend, indemnify and save harmless SRJ from any and all expense incurred by the Contractor for fines, penalties and corrective measures that result from acts of commission or omission by the contractor, his agents, employees, and assigns in failure to comply with such health and safety rules and regulations.

17) **WARRANTY.** CONTRACTOR shall provide its services and meet its obligations under this AGREEMENT in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in CONTRACTOR's community and region, and will provide a standard of care equal to, or superior to, care used by service provides similar to CONTRACTOR on similar projects.

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- 18) **GUARANTEE.** Contractor shall repair at its own expense and at the convenience of Owner any defects in workmanship or materials with two (2) years from the date of acceptance of the Work. Contractor shall pay for all damage to the building resulting from defects in the Work and all expenses necessary to remove, replace and/or repair Work and any work which may be damaged in removing or repairing work.
- 19) **PERMITS AND REGULATIONS.** Contractor shall obtain and pay for all necessary permits, fees and licenses pertaining to Work and agrees to comply with all Federal, State and local laws, ordinances, building codes, rules and regulations, including the Board of Fire Underwriters, without additional charge or expense to SRJ. Contractor shall indemnify and defend SRJ from all loss, expense, damage or injury resulting directly or indirectly from contractor's noncompliance.
- 20) **SECURITY AND CLEAN-UP.** Contractor shall effectively secure and protect Work and shall bear and be liable for all lesser damage of any kind which may occur to Work at any time prior to final completion and acceptance by Owner. Contractor shall, as required by SRJ, clean all of his materials and remove from the site all dirt, debris and rubbish caused by contractor in the execution of the Work.
- 21) **CONDUCT AND APPEARANCE.** CONTRACTOR, and all its employees, agents, or representatives shall conduct themselves in a professional manner at all times while representing SRJ and SRJ clients. Appearances by CONTRACTOR's worker shall meet the guidelines set forth by SRJ. (i.e. No worn attire with offensive language or symbols).
- 22) **INJURIES.** CONTRACTOR acknowledges CONTRACTOR's obligation to obtain appropriate insurance coverage for the benefit of CONTRACTOR (and CONTRACTOR's employees, if any). CONTRACTOR waives any rights to recovery from SRJ or any injuries that CONTRACTOR (and/CONTRACTOR's employees) may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR or CONTRACTOR's employees.
- 23) **INSURANCE REQUIREMENTS.** Upon signing the agreement to provide services for SRJ, the CONTRACTOR must provide documentation of insurance which shall be obtained and maintained during the period of performance of all services.

<u>Insurance Coverage</u>	<u>Insurance Limit(s)</u>	
(i) General Liability Insurance, or comparable Coverage, to include Contractual Liability SRJ will be named as an additional insured.	Occurrence Limit General Aggregate	\$1,000,000 \$1,000,000
(ii) Automobile Liability Limits	Combined Single Limit	\$1,000,000
(iii) Workers' Compensation and Employers Liability	Statutory Requirement	

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Proof of insurance coverage, in the form of a certificate of insurance, must be provided to SRJ with the signed Subcontractor Service Agreement. Under no circumstances should work start on a project prior to SRJ receiving the certificate of insurance.

Additionally, the following conditions apply:

- a) Failure to provide documentation of Workers' Compensation and Employers' Liability insurance will result in SRJ adding CONTRACTOR'S employees or hired workers to SRJ'S worker's compensation policy and CONTRACTOR will be responsible for reimbursing SRJ for the premium charged by such insurance carrier. This may result in a delay in payment to determine the amount of the premium. This is necessary because SRJ's Workers' Compensation carrier will charge a premium for any contractor who has not provided proof of having their own Workers' Compensation coverage.
 - b) If the contractor provides professional services, such as, but not limited to, electrical work, plumbing, or roofing, then proof of Professional Liability insurance with a limit of \$1,000,000 must be included on the certificate of insurance.
 - c) SRJ will not pay for a contractor to purchase or maintain the required insurance.
 - d) The Certificate Holder on the certificate of insurance should be listed as follows: SRJ Field Services, LLC, 3611 S Utica Ave, Tulsa, OK 74105
 - e) If your insurance policies expire during the period of performance on a project, a certificate of insurance for your renewed coverage will be required.
- 24) **REMEDIES.** In addition to any and all other rights a party may have available according to law, if party defaults by failing to substantially perform any provision, term or condition of this AGREEMENT (including without limitation the failure to make monetary payment when due), the other party may terminate the AGREEMENT by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default.
- f) The party receiving such notice shall have 10 working days from the effective date of such notice to cure the default(s) within such time period shall result in the automatic termination of this Contract.
- 25) **Dispute/Audit Process.** A Dispute shall be defined as an event where the validity of the transaction itself is in question specific to whether the transaction actually occurred or was the result of an assignment by a valid SRJ representative.
- i) CONTRACTOR disputes shall be initiated by contacting SRJ billing contact in writing through electronic or mail submission designated for account questions.
 - ii) SRJ Disputes reasons shall include but not limited to – suspected duplicate transactions, suspected fraud, a request to validate signature on assigned services, improper adherence to SRJ policy and procedure, lack of supporting documentation for completed services or questionable transaction activity.
 - iii) A CONTRACTOR dispute shall only be accepted by SRJ when initiated by the SRJ billing contact on record or contact on record within the same hierarchy, A CONTRACTOR dispute

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- must be received within ten (10) days of the receipt of SRJ billing contact's disputes designated for account questions.
- iv) When proactively researching potential SRJ dispute issues, CONTRACTOR may issue a request to SRJ, which shall be subject to the same process for resolution as a dispute initiated by an SRJ billing contact.
 - v) If the CONTRACTOR is unable to provide written response within the ten (10) day window, the Transaction shall be considered invalid and a systematic chargeback to the CONTRACTOR will occur.
 - vi) If the CONTRACTOR is able to supply the sufficient proof of completed services no later than the expiration of the ten (10) day window, the chargeback will be reversed and the disputed amount will be reapplied to the account.
 - vii) In the event the dispute is found in SRJ's favor, the disputed transaction shall be permanently removed from the account as an amount due.
 - viii) SRJ Billing Contact / Accounting Department will clear dispute liabilities in accordance with the timeframes, which is normally shall not exceed ninety (90) days from the central processing date. However, the allowable time to clear a dispute may vary slightly by type of dispute. Any account's unpaid amount not reconciled against an open valid dispute shall be considered past due and subject to Suspension at ninety (90) days past due.
- 26) **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this AGREEMENT. This AGREEMENT supersedes any prior written or oral agreements between the parties.
- 27) **SEVERABILITY.** If any provision of this AGREEMENT will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 28) **AMENDMENT.** This AGREEMENT may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 29) **GOVERNING LAW.** This AGREEMENT shall be construed in accordance with the laws of the State of Oklahoma.
- 30) **NOTICE.** Any notice or communication required or permitted under this AGREEMENT shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 31) **ASSIGNMENT.** Neither party may assign or transfer this AGREEMENT without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

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32) **INACTIVE STATUS.** Once client and or CONTRACTOR terminates relationship, SRJ will hold all payments for up to 90 days to cover for any chargebacks or denials that may come. The remaining balance after the 90 day period will be paid via check.

33) **NON-COMPETE.** Contractor / sub-contractor or any sub-contractor’s employees, or any person that has completed a job for SRJ while working with contractor / sub-contractor agrees not to engage in direct business with any SRJ Field Services, LLC clients while working with or for three years after contractor / sub-contractor relationship ends or is terminated.

Service Provider: CONTRACTOR

By: _____
Authorized Representative (SIGN)

Date: _____

Authorized Representative (PRINT)

CONTRACTOR “company name” (PRINT)

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