



TRC Disaster Solutions LLC

712 South Wheeling Avenue
Tulsa, Oklahoma 74104-3216

Phone: (918) 585-1990

Fax: (918) 585-1920

Welcome To Our Team!!

We look forward to the opportunity to work with you and want you to know that we recognize our subcontractors as one of our most valuable resources. Our continued success in providing the highest quality of disaster restoration and recovery services to our customers depends on having quality people like yourself and your fellow subcontractors.

We have prepared this prequalification package to answer some of the questions that you may have concerning TRC Disaster Solutions and its policies. Read through it thoroughly, if you have questions about anything, contact our office for assistance at (800) 882-9974.

Contents of this Prequalification Package

Master Service Agreement – TRC Disaster Solutions requires all subcontractors to pre-qualify to do business with our company. You will be put on a pre-approved subcontractor list. If you wish to be part of our TRC team, **complete 2 originals by filling in the required blanks, initial each page, and sign as Subcontractor**. Included is an example of the Purchase Order which our managers will complete for each job and requires no action, at this time, on your part. Return both originals to this office for approval. Upon approval, one original contract will be mailed to you for your records.

Subcontractor Survey – Original required. Complete, sign and return.

Subcontractor Affidavit – Original required. Complete, sign and return.

Non-collusion Affidavit – Original required. Complete, sign and return.

References – Please provide at least four (4) references to include contact information and details to your service.

Exhibit A – Purchase Order – Example only, at this time. Our managers will provide these prior to any work being performed. Purchase Orders must accompany all invoices and PO number must be stated on your invoice.

IRS Form W-9 – Required. Download the latest Form W-9 from www.irs.gov, complete, sign and return.

Certificate of General Liability – Required. Have your insurance carrier send a certificate of general liability that meets our minimum insurance level and with TRC named as an additional insured.

Certificate of Workers' Compensation – Required. Have your insurance carrier send a certificate of workers' compensation, otherwise, download Oklahoma WC waiver, complete and return.

Certificate of Auto Liability – Required. Have your insurance carrier send a certificate of auto liability.

Notice of Subcontractor – Provides reference information to submitting invoices and getting paid.

Once you completed your prequalification package, submit two (2) originals to our office at 712 South Wheeling Avenue, Tulsa, Oklahoma 74104-3216. Our management team will review the contents of your package and update you on the status within 30 days.

We hope you find working with us to be an enjoyable and rewarding experience.

Once again, welcome to TRC Disaster Solutions.

Sincerely,

TRC Disaster Solutions LLC
Management Team



MASTER SUBCONTRACT AGREEMENT

This agreement for independent subcontract services (the "Agreement") is entered into on the ____ day of _____, 20____, by and between TRC Disaster Solutions LLC, a Delaware limited liability company (hereinafter referred to as TRC), and _____, whose address is _____, hereinafter called (the "Subcontractor").

1. PURPOSE OF THE AGREEMENT

- 1.1. This Agreement is entered into between TRC (hereafter referred to as TRC and/or Contractor) and the Subcontractor. TRC to set forth the terms in which Subcontractor will provide services to TRC and to define the independence of Subcontractor relationship that will exist between TRC and the Subcontractor.
- 1.2. For purposes of this Agreement, ("Customer of TRC") shall mean each person or entity with whom TRC agreed to fully and faithfully perform all the labor and furnish all the material for the construction or restoration of property (the "Project") or has a relationship with or provide all labor, material, tools and equipment ("Service/s"), which are wholly or in part contracted to Subcontractor to provide under this Agreement.
- 1.3. Subcontractor is retained by TRC only for the purpose and to the extent set forth herein and Subcontractor's relationship with TRC shall, during the entire term of this Agreement, be that of independent Subcontractor so that neither Subcontractor, nor any employee, agent, servant, officer, director or shareholder of Subcontractor, shall be deemed an agent, servant or employee of TRC. This Agreement does not guarantee any work provided by TRC or Customer of TRC. Subcontractor agrees to indemnify and hold TRC and Customer of TRC, respective affiliates, and partners, officers, directors, employees and agents harmless of and from any and all liabilities, claims, demands, damages, and expenses (i) arising from any determination (whether judicially or administratively) that some relationship, other than that of independent Subcontractor, exists between TRC and/or Customer of TRC and Subcontractor, or (ii) in connection with hiring, termination, discipline, evaluation and resolution of complaints and grievances of Subcontractor's employees.

2. SERVICES

- 2.1. Subcontractor will perform Services as needed on a project-by-project basis. The scope of Services to be provided by TRC on each Project will be described on a Purchase Order (that will be completed and initialed by the parties for each Project in which the Subcontractor is to provide Services), a blank copy of which is attached hereto as

Exhibit "A". Subject to the provisions of Paragraph *Governing Law* herein, the parties agree that the Subcontractor shall not be restricted from working for other persons or entities when Subcontractor is not otherwise performing Services for TRC.

- 2.2. TRC does not intend to control or direct in any manner the conduct of Subcontractor's work, but is interested solely in the results of the product, which is obtained. The manner and means by which the Subcontractor carries out the terms of this Agreement are within the Subcontractor's sole discretion, and Subcontractor has complete and total authority to control and direct the performance of the work, subject only to TRC's right of inspection and supervision, to secure satisfactory completion of the terms of this Agreement.
- 2.3. TRC, Customer of TRC and this Agreement do not guarantee any Subcontractor's Services will be utilized.
- 2.4. Subcontractor shall perform all Services in a workmanlike manner and in strict compliance with (i) this Agreement, (ii) all applicable federal, state, and local laws, ordinances, and regulations, and (iii) standard industry practice. Subcontractor shall secure and pay for, at its sole cost, all permits, and licenses required or necessary to perform the Services. Subcontractor shall immediately discharge or bond around all liens or attachments filed in liability, claims, and costs (including attorney's fees) arising out of such liens or attachments.
- 2.5. Subcontractor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All employees of Subcontractor assigned to the "Project" will have had their identity and eligibility for work within the United States properly verified. Within twenty-four (24) hours of receipt of a written request from TRC, Subcontractor shall provide copies of the I-9 form or such other documentation as may be appropriate to satisfy TRC as to Subcontractor's compliance with IRCA.
- 2.6. Subcontractor agrees to defend and indemnify TRC, Customer of TRC, affiliates, and the respective directors, partners, officers, agents, representatives, and employees of each of them from and against any claims, actions, suits or proceedings of any type whatsoever arising out of or in any way connected with Subcontractor's breach of the terms of the paragraph immediately above.
- 2.7. Subcontractor agrees to perform a background investigation and drug screen of all its principals, owners, employees, temporary employees, and subcontractors, that will be present at anytime, in policy holders'/customers' property, (hereinafter called "Service Provider Employee" and individually "Service Provider Employee"), prior to any Services being performed. TRC requires that each Subcontractor not allow any of its Service Provider Employees who has a known charge or arrest, of any felony, sexual offense, child abuse or neglect offenders, or theft related acts (as defined by Oklahoma statutes), to perform Services for TRC and Customer of TRC. Further TRC requires that each Subcontractor certify that it has completed a background investigation and drug screening on each Service Provider Employee on an annual basis thereafter. Subcontractor shall cooperate with any audit TRC and Customer of TRC, affiliates, respective directors, partners, agents, and representative conducts to verify such background and drug screenings are being properly completed. Within twenty-four (24)

hours of receipt of a written request from TRC, Subcontractor shall provide copies of the background investigation, drug screen results, or such other documentation as may be appropriate to satisfy TRC as to Subcontractor's compliance with this paragraph.

2.8. Subcontractor shall plan for, and ensure, that all personnel performing any Services comply with the provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29 CFR 1926) as such federal regulations are applicable to the specific tasks constituting the Services (if any). The responsibility for the implementation and enforcement of health and safety requirements lies with Subcontractor, and its safety support staff. Subcontractor shall provide Material Safety Data Sheets (MSDS) in compliance with OSHA Hazard Communication Standards. Subcontractor shall take all necessary and desirable precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- 2.8.1.1.** all personnel on the work site;
- 2.8.1.2.** all materials or equipment to be provided, incorporated in, or utilized in connection with, the Services, whether on or off the work site;
- 2.8.1.3.** other property located at the site of the Services or at the Project;
- 2.8.1.4.** the Project.

2.9. DO NOT SPEAK TO THE MEDIA. It is not appropriate at any time for the Subcontractor to discuss anything with the media. All questions should be directed to TRC.

3. AUTHORITY TO BIND

3.1. Without the express written consent of TRC, Subcontractor and Subcontractor's employees and agents shall have no right or authority, actual or apparent, to make any contract in the name of TRC or otherwise bind TRC or transact any business in TRC's name. Subcontractor will have an affirmative duty to prevent any employee or agent of the Subcontractor from making representations to anyone as having such right or authority.

4. TERM

4.1. This Agreement shall begin _____ ("**Effective Date**") and consist of a non-expiring term. TRC may terminate or make changes this Agreement at any time, for any reason, with or without cause, upon thirty (30) days prior written notice to Subcontractor. Notwithstanding, TRC may terminate this Agreement immediately upon the breach by the Subcontractor of any of the terms and conditions contained herein or upon TRC's determination that Subcontractor is not performing the Services in a good and workmanlike fashion. In the event of termination, whether for cause or convenience, TRC's sole obligation to Subcontractor will be to pay for Services rendered prior to the effective date of termination less any offset as allowed under the terms of this Agreement. Upon receiving notice of termination, Subcontractor will have an affirmative duty to preserve and protect the Services and any equipment and supplies owned by TRC from damage and waste.

5. THE SUBCONTRACT DOCUMENTS

- 5.1.** The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Customer of TRC and TRC and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Customer of TRC and TRC, whether before or after the execution of this Agreement; and (4) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.
- 5.2.** The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Customer of TRC and the Subcontractor or (2) between any persons or entities other than TRC and Subcontractor.

6. MUTUAL RIGHTS AND RESPONSIBILITIES

- 6.1.** TRC and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the current contract between the Customer of TRC and TRC as of the date of this Agreement apply to this Agreement TRC shall assume toward the Subcontractor all obligations and responsibilities that the Customer of TRC, under such documents, assumes toward TRC, and the Subcontractor shall assume toward TRC all obligations and responsibilities which TRC, under such documents, assumes toward the Customer of TRC. TRC shall have the benefit of all rights, remedies and redress against the Subcontractor which the Customer of TRC, under such documents, has against TRC, and the Subcontractor shall have the benefit of all rights, remedies and redress against TRC which TRC, under such documents, has against the Customer of TRC, insofar as applicable to this Subcontract.

7. SERVICES PROVIDED BY TRC

- 7.1.** TRC shall cooperate with the Subcontractor in scheduling and performing the Services to avoid conflicts or interference in the Subcontractor's Services and shall expedite written responses to submittals made by the Subcontractor. As soon as practicable after execution of this Agreement, TRC shall provide the Subcontractor copies of the TRC's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

7.2. CLAIMS BY THE CONTRACTOR

- 7.2.1.** Liquidated damages for delay, if provided for Paragraph *Termination, Suspension or Assignment of the Subcontract* of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

7.3. CONTRACTOR'S REMEDIES

7.3.1. If the Subcontractor defaults or neglects to carry out the Services in accordance with this Agreement and fails within three working days after receipt of written notice from TRC to commence and continue correction of such default or neglect with diligence and promptness, TRC may, after three days following receipt by the Subcontractor of an additional written notice, and without prejudice to any other remedy TRC may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

8. EXECUTION AND PROGRESS OF THE WORK BY THE SUBCONTRACTOR

8.1. The Subcontractor shall supervise and direct the Subcontractor's Services, and shall cooperate with TRC in scheduling and performing the Subcontractor's Services to avoid conflict, delay in, or interference with the Services of TRC, other subcontractors, or Customer of TRC's own forces. Time is of the essence. The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Services by providing information on the timing and sequence of operations so as to meeting TRC's overall schedule requirements. The Subcontractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in Paragraph *The Subcontract Documents* relating to any labor performed or material furnished under this Subcontract.

8.2. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Service or in the activities of TRC or other subcontractors.

8.3. The Subcontractor shall submit to TRC a schedule of values allocated to the various parts of the Service of this Subcontract, aggregating the Subcontract Sum, made out in such detail as TRC and Subcontractor may agree upon or as required by the Customer of TRC, and supported by such evidence as TRC may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

8.4. The Subcontractor shall furnish to TRC periodic progress reports on the Service of this Subcontract as mutually agreed, including information on the status of materials and equipment, which may be in the course of preparation, manufacture, or transit.

8.5. The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from TRC, and shall furnish satisfactory evidence, when requested by TRC, to verify compliance with the above requirements.

8.6. The Subcontractor shall take necessary precautions to protect properly the Service of other subcontractors from damage caused by operations under this Subcontract.

8.7. LAWS, PERMITS, FEES, AND NOTICES

8.7.1. The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on performance of the Service

of this Subcontract. The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Service, the furnishing of which is required of TRC by the Prime Contract.

8.7.2. The Subcontractor shall comply with Federal, State and Local tax laws, Social Security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

8.8. CLEAN UP

8.8.1. The Subcontractor is responsible for its own "clean-up" and keeping the Project area(s) "broom clean". If TRC determines the Project area(s) to be unsatisfactorily cleaned, TRC will so advise the Subcontractor. If the Subcontractor fails to commence cleaning procedures within twenty-four (24) hours and continue to clean said area to TRC's satisfaction, TRC may without further notice execute and complete such clean-up activities as TRC deems necessary and charge the cost to the Subcontractor or deduct such cost from payments due to the Subcontractor.

9. WARRANTY

9.1. The Subcontractor warrants to the Customer of TRC and TRC that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Service of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Service will conform to the requirements of the Subcontract Documents. Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

10. INDEMNIFICATION

10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBCONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CUSTOMER OF TRC, CONTRACTOR, ARCHITECT, ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ANY OF THEM FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND EXPERT WITNESS FEES, ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR RESULTING FROM PERFORMANCE OF THE SUBCONTRACTOR'S SERVICE UNDER THIS SUBCONTRACT, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE SERVICE ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE

NEGLIGENT ACTS OR OMISSIONS OF THE SUBCONTRACTOR, THE SUBCONTRACTOR'S SUBCONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. THE SUBCONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST INDEMNIFIED CLAIMS FOR ECONOMIC LOSS (THAT IS, INDEMNIFIED CLAIMS NOT ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY) BUT ONLY TO THE EXTENT SUCH ECONOMIC LOSS WAS CAUSED BY A BREACH OF THIS CONTRACT OR A SUBCONTRACTED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO THE PROJECT, REGARDLESS OF WHETHER SUCH CLAIM IS CAUSED IN PART BY AN INDEMNIFIED PARTY. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH.

- 10.2.** In claims against any person or entity indemnified under this Paragraph *Indemnification* by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under subparagraph immediately stated above shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

11. NON SOLICITATION

- 11.1.** During the term of this Agreement and for five (5) years after termination of this Agreement, regardless of reason for termination, Subcontractor and those under the control of Subcontractor shall not directly or indirectly solicit or perform Services to any Customer of TRC. Customer of TRC shall remain a Customer of TRC for purposes of this Paragraph *Non Solicitation* even if the company terminates its relationship with TRC during a five (5) year period following termination of this Agreement.
- 11.2.** Furthermore, during the term of this Agreement and for a period of five (5) years after the termination of the Agreement, regardless of reason for termination, Subcontractor may not directly or indirectly hire or attempt to hire any employee of TRC even if the TRC or employee terminates the employment relationship during the term of this Agreement or during the five (5) year period following the termination of this Agreement.
- 11.3.** The provisions of Paragraph *Non Solicitation* shall not be held invalid or unenforceable because of the geographic scope, actions restricted, or the duration of the restriction but shall instead be reformed by judgment of a court of competent jurisdiction to define the maximum territory, actions, and duration permitted by law.
- 11.4.** The Subcontractor acknowledges that a remedy at law for any breach or attempted breach of Paragraph *Non Solicitation* will be inadequate, and agrees that

TRC shall be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach, and further agrees to waive any requirement for the security or posting of any bond in connection with the obtaining of any such injunctive or any other equitable relief.

12. NON DISCLOSURE

12.1. As used herein ("Proprietary Information") means all business and technical information learned or made available, directly or indirectly, to Subcontractor or its employees by TRC and all reports, drawings and other information rightfully acquired or developed by Subcontractor or its employees in connection with Subcontractor's performance of the Services under this Agreement. Proprietary Information does include (i) information rightfully in the public domain, (ii) information legally derived or received by Subcontractor independently of this Agreement. This will be part of the executed TRC's "Confidentiality and Non-Disclosure Agreement" .

12.2. Subcontractor and its employees will only use Proprietary Information as required for performance of the Services pursuant to this Agreement and will not disclose Proprietary Information for any other reason or to any other party. Subcontractor certifies that all employees and agents provided under this Agreement have read the provisions set forth herein and have agreed to abide by these provisions and that Subcontractor shall provide TRC with written certifications from its relevant employees to that effect upon request by TRC.

12.3. Upon termination of this Agreement, or sooner upon written request of TRC, Subcontractor shall return to TRC all documents, drawings, specifications, technical information, calculations, or other such documents, including copies and excerpts thereof, which contain Proprietary Information.

12.4. Subcontractor acknowledges that irreparable injury will result to TRC and their business and property in the event the Proprietary Information is disclosed and that TRC shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction prohibiting Subcontractor from disclosing the Proprietary Information, without the necessity of posting a bond. In the event that TRC brings an action to enforce the provisions of this subsection and TRC is granted temporary or permanent injunctive relief, Subcontractor will pay all costs, expenses, and attorney's fees incurred by TRC in obtaining the relief.

13. THE WORK OF THIS SUBCONTRACT

13.1. The Subcontractor shall execute the following portion of the Service described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Service, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

14. CHANGES IN THE WORK

14.1. The Customer of TRC may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, TRC shall promptly notify the Subcontractor of

the Modification. Unless otherwise directed by TRC, the Subcontractor shall not thereafter order materials or perform Services that would be inconsistent with the changes made by the Modifications to the Prime Contract.

14.2. The Subcontractor may be ordered in writing by TRC, without invalidating this Subcontract, to make changes in the Services within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Service, shall submit promptly to TRC written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Service in a manner consistent with requirements of the Subcontract Documents.

14.3. The Subcontractor shall make all claims promptly to TRC for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which TRC is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit TRC to satisfy the requirements of the Prime Contract. TRC shall receive such claims not less than two (2) working days preceding the time by which TRC's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which TRC is bound.

15. MEDIATION AND ARBITRATION

15.1. Any claim arising out of or related to this Agreement, except claims as otherwise provided in Paragraph *Services* and except those waived in this Agreement, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

16. GOVERNING LAW

16.1. This Agreement shall be governed by the laws of the State of Oklahoma.

16.2. Unless otherwise provided by Oklahoma law, TRC and Subcontractor agree that in the event any legal proceeding concerning this Agreement is instituted, jurisdiction and venue of such proceeding shall be in a court of competent jurisdiction in Tulsa County, Oklahoma.

17. TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

17.1. TERMINATION BY TRC

17.1.1. If the Subcontractor persistently or repeatedly fails or neglects to carry out the Services in accordance with the Subcontract Documents or otherwise to perform in accordance with this Agreement and fails within seven (7) days after receipt of

written notice to commence and continue correction of such default or neglect with diligence and promptness, TRC may, after seven (7) days following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy TRC may have, terminate the Agreement and finish the Subcontractor's Services by whatever method TRC may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Service and other damages incurred by TRC and not expressly waived, such excess shall be paid to the Subcontractor. If such expense of finishing the Subcontractor's Service and other damages incurred by TRC and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to TRC.

17.2. SUSPENSION BY TRC FOR CONVENIENCE

17.2.1. TRC may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Service of this Agreement in whole or in part for such period as TRC may determine. In the event of suspension ordered by TRC, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time.

17.3. ASSIGNMENT OF THE SUBCONTRACT

17.3.1. The Subcontractor shall not assign the Service of this Agreement without the written consent of TRC, nor subcontract the whole of this Agreement without the written consent of TRC, nor further subcontract portions of this Agreement without written notification to TRC when TRC requests such notification.

18. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

18.1. The Subcontractor's date of commencement is the date from which the Contract Time of Paragraph *Assignment of the Subcontract* is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a Purchase Order issued by TRC.

18.2. The Service of this Agreement shall be substantially completed not later than the completion date listed on the Purchase Order, subject to adjustments of this Agreement Time as provided in the Subcontract Documents.

18.3. With respect to the obligations of both TRC and the Subcontractor, time is of the essence of this Agreement.

18.4. No extension of time will be valid without TRC's written consent after claim made by the Subcontractor in accordance with Paragraph *Mutual Rights and Responsibilities*.

19. SUBCONTRACT SUM

19.1. TRC shall pay the Subcontractor in current funds for performance of the Services the Compensation stated on the Purchase Order, subject to additions and deductions as provided in the Subcontract Documents.

19.2. All invoices must be delivered to TRC Office care of Accounts Payable or mailto: ap@trcteam.com. Invoices received from TRC representatives/ Project Managers will not be accepted. No payment shall be made to Subcontractor without executed Purchase Order(s) and invoice(s). The Subcontractor agrees TRC's President or Comptroller shall execute all Purchase Order(s), if more than fifty thousand (\$50,000.00) dollars to be valid and invoice(s) to be paid.

19.3. Unit prices, if any, will be outlined on Exhibit A – Purchase Order.

20. PAYMENTS

20.1. TRC shall pay the Subcontractor monthly progressive payments submitted to TRC, by the 25th of each month, based on progress completed or material stored on Project, **UNLESS OTHERWISE STATED ON THE PURCHASE ORDER**. Each progressive payment shall require a lien waiver executed by the Subcontractor.

20.2. Final payment shall be made after Subcontractor has completed Services in accordance with this Agreement and Purchase Order and provided TRC with Certificate of Completion, Material and Workman Lien Waivers or Release. TRC may require additional documentation in support of Subcontractors invoice prior to final payment.

20.3. If an application for payment is received by TRC after the application date, as stated in Paragraph *Date of Commencement and Substantial Completion*, the Subcontractor's Services covered by it shall be included by TRC in the next application for payment submitted to the Customer of TRC.

20.4. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Services as of the period covered by the application for payment.

20.5. If the Project is to be performed in stages, payments may be made for each stage at TRC's option. All Services described on a Purchase Order shall be considered separate and distinct from Services described on any other Purchase Order.

20.6. TRC may, at any time, in its discretion, make checks payable jointly to Subcontractor and one or more third parties; and these joint payments shall satisfy amounts owed by TRC to Subcontractor, notwithstanding the fact that the third parties may not endorse the checks.

20.7. TRC shall pay Subcontractor within thirty (30) days of receiving payment(s) from TRC Client, based on invoice provided to TRC and approved by TRC and TRC client.

21. INSURANCE AND BONDS

21.1. Prior to commencing the Services or entrance on Project Site, Subcontractor shall at its sole expense obtain insurance and/or surety bonds of the type and in the amounts as are indicated in this Paragraph *Insurance and Bonds* of this Agreement. Subcontractor acknowledges that this document declares the minimum insurance coverage's, which Subcontractor must maintain under this Agreement as will protect TRC, Customer of TRC, Architect's and agents and employees of any of them from and

against claims which may arise in whole or in part from operations by the Subcontractor or any Sub-Subcontractor, or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable. Prior to starting work hereunder, Subcontractor shall obtain the required insurance or surety bonds from a licensed provider, which shall be approved by and satisfactory to TRC. Subcontractor shall furnish Certificates of Insurance showing that Subcontractor has insurance in the amounts and of the type required by this Paragraph *Insurance and Bonds* of the Agreement, each naming TRC as additional insured's (except worker's compensation) as per the below requirements. Subcontractor expressly understands and agrees that no payment of any sort whatsoever under Paragraph *Subcontract Sum* and Paragraph *Progress Payments* above will be paid by TRC to Subcontractor unless and until Subcontractor has complied with these requirements.

21.2. The Subcontractor shall at all times maintain insurance in the following amounts for occurrences which might arise from the performance of or failure to perform Subcontractor's duties under this Agreement.

21.3. Commercial General Liability. Commercial general liability ("CGL") insurance, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 10 01 (or another occurrence-based form with coverage at least as broad and approved by the Owner in writing), covering liability for all operations of the Subcontractor, including operations under all Sub-Subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting there from, personal and advertising injury, and including coverage for liability arising out of:

21.3.1.1. Blanket Contractual Liability the Contractor has assumed under the Contract (including, without limitation, indemnification obligations).

21.3.1.2. Completed Operations/ Products Liability.

21.3.1.3. Broad Form Property Damage and Loss of Use.

21.3.1.4. Explosion, Collapse and Underground ("XC&U" Perils), where applicable.

21.3.1.5. Terrorism.

21.3.1.6. Premises.

21.3.1.7. Operations.

21.3.1.8. Work performed by Sub-Subcontractors.

21.4. The additional insured status under the CGL insurance, as described below in the "General Requirements" section, shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 10 93 **AND** CG 20 37 10 01) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by TRC in writing. The per occurrence and aggregate coverage limits of at least the amounts set forth below shall be specific to this Project and apply separately to the Contractor's Work under the Contract.

21.4.1.1. Minimum Limits:

21.4.1.1.1. \$1,000,000 each occurrence (bodily injury/ property damage)

21.4.1.1.2. \$50,000 each occurrence (damage to rented premises)

21.4.1.1.3. \$5,000 medical expense (any one person)

21.4.1.1.4. \$1,000,000 each occurrence (products-completed operations)

- 21.4.1.1.5. \$2,000,000 products-completed operations aggregate
- 21.4.1.1.6. \$1,000,000 personal and advertising injury (any one person)
- 21.4.1.1.7. \$2,000,000 general aggregate per project (other than products-completed operations)

21.5. Commercial (Business) Automobile Liability. Commercial (business) automobile liability insurance written on ISO form CA 00 01 07 97 (or another form with coverage at least as broad and approved by the Owner in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with combined single minimum limits of at least the amounts set forth below, exclusive of defense costs. This insurance will also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of materials identified as hazardous during the performance of the Work. In the event the Contractor's insurance required under this Section excludes any drivers from coverage, such drivers shall not be permitted to drive in connection with this Project.

21.5.1.1. Minimum Limits:

- 21.5.1.1.1. \$1,000,000 each accident (bodily injury, death or property damage)

21.5.2. Such coverage shall include TRC as Additional Insured's and include a Waiver of Subrogation in favor of TRC.

21.6. Workers' Compensation; Employers' Liability. Workers' compensation insurance in the form prescribed by statutory law and with limits of at least the amounts set forth below, and employers' liability insurance with limits of at least the amounts set forth below. If the United States Longshoremen's and Harbor Workers' Compensation Act, Jones Act or any similar laws, regulations or statutes apply to the Contractor or its employees, coverage shall be included for the injuries or claims thereunder of such employees. The policy(ies) shall include "other states" coverage. All insurance required by this Section include a waiver of subrogation for the benefit of TRC, Customers of TRC, Lender, Architect and Representatives, and other Indemnified Parties.

21.6.1.1. Minimum Limits:

- 21.6.1.1.1. Workers' compensation: as required by applicable statute(s)
- 21.6.1.1.2. Employers' liability:
 - 21.6.1.1.2.1. \$100,000 bodily injury each accident
 - 21.6.1.1.2.2. \$500,000 bodily injury each employee by disease
 - 21.6.1.1.2.3. \$100,000 bodily injury each disease aggregate

21.6.2. The Subcontractor shall maintain Worker's Compensation insurance on all of Subcontractor's employees in compliance with the laws of the state in which services are performed. Such insurance shall include a Waiver of Subrogation in favor of TRC where allowed by State Law.

21.7. Personal Property Insurance on Owned or Rented Equipment. The Subcontractor shall secure, pay for, and maintain whatever all risk insurance the Subcontractor may deem necessary to protect itself against loss of owned or rented

capital equipment and tools, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Subcontractor. The requirements to secure and maintain such insurance is solely for the benefit of the Subcontractor. Failure of the Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate TRC or anyone else for any losses of owned or rented equipment. The Contractor waives any claims and right of recovery against TRC, Customer of TRC, Lender, Architect, or other representatives, and other Indemnified Parties for losses of owned or rented capital equipment and tools, and of any other tools, equipment, scaffolding, staging, towers and forms owned or rented by the Subcontractor. The Subcontractor's personal property insurance shall be endorsed accordingly to include a waiver of subrogation in favor of TRC, Customer of TRC, Lender, Architect or other Indemnified Parties.

21.8. BONDS. Performance and Payment Bonds will be required on a project-by-project basis. Notification of such bonds will be described on "Exhibit A – Purchase Order". Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to TRC and Customer of TRC. Acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and of the Performance Bond shall each be in the full Subcontract Amount.

21.8.1. If the Subcontractor shall fail to promptly provide any required bonds, TRC may terminate this Agreement and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All TRC and Customer of TRC costs and expense incurred as a result of said termination shall be paid by the Subcontractor.

21.8.2. Payment Bond Review. If the Project requires a Payment Bond, a copy of the Subcontractor's payment bond shall be furnished to TRC or Customer of TRC upon the Subcontractor's written request.

21.9. Prior to commencing work or entrance on Project Site, Subcontractor must provide TRC with a Certificate of Insurance evidencing the required coverage.

21.10. No modification or waiver of the insurance requirements herein will be valid unless made in writing and executed by TRC.

EXECUTED THIS _____ DAY OF _____, 20____.

CONTRACTOR (Signature)

SUBCONTRACTOR (Signature)

Printed Name and Title

Printed Name and Title

SUBCONTRACTOR SURVEY

COMPANY NAME	PHONE NUMBER
ADDRESS	FAX NUMBER
CITY/STATE/ZIP	EMAIL

Please check the following services you would like to provide us.

Commercial Projects
 Residential Projects
 Both Commercial & Residential

<input type="checkbox"/> Accessories - Mobile Home	<input type="checkbox"/> Heavy Equipment	<input type="checkbox"/> Light Fixtures	<input type="checkbox"/> Specialty Items
<input type="checkbox"/> Acoustical Treatments	<input type="checkbox"/> Excavation	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Steel Joist Components
<input type="checkbox"/> Appliances	<input type="checkbox"/> Floor Covering: Carpet	<input type="checkbox"/> Masonry	<input type="checkbox"/> Steel Components
<input type="checkbox"/> Art Restoration, Conservation	<input type="checkbox"/> Floor Covering: Resilient	<input type="checkbox"/> Marble - Cultured or Natural	<input type="checkbox"/> Stairs
<input type="checkbox"/> Awnings & Patio Covers	<input type="checkbox"/> Floor Covering: Stone	<input type="checkbox"/> Moisture Protection	<input type="checkbox"/> Stucco & Exterior Plaster
<input type="checkbox"/> Cabinetry	<input type="checkbox"/> Floor Covering: Ceramic Tile	<input type="checkbox"/> Mirrors & Shower Doors	<input type="checkbox"/> Toilet & Bath Accessories
<input type="checkbox"/> Contents Cleaning: Garment & Soft Goods	<input type="checkbox"/> Floor Covering: Vinyl	<input type="checkbox"/> Mobile Homes, Skirting & Setup	<input type="checkbox"/> Tile
<input type="checkbox"/> Contents Cleaning: Electric Items	<input type="checkbox"/> Floor Covering: Wood	<input type="checkbox"/> Metal Structures & Components	<input type="checkbox"/> Timber Framing
<input type="checkbox"/> Contents Cleaning: Hard Furniture	<input type="checkbox"/> Fencing	<input type="checkbox"/> Ornamental Iron	<input type="checkbox"/> Temporary Repairs
<input type="checkbox"/> Contents Cleaning: Pack Out & Storage	<input type="checkbox"/> Finish Carpentry/Trimwork	<input type="checkbox"/> Interior Lath & Plaster	<input type="checkbox"/> Windows: Aluminum
<input type="checkbox"/> Cleaning	<input type="checkbox"/> Finish Hardware	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Windows: Sliding Patio Doors
<input type="checkbox"/> Concrete & Asphalt	<input type="checkbox"/> Fireplaces	<input type="checkbox"/> Paneling & Wood Wall Finishes	<input type="checkbox"/> Windows: Reglazing & Repair
<input type="checkbox"/> General Demolition	<input type="checkbox"/> Fire Protection Systems	<input type="checkbox"/> Painting	<input type="checkbox"/> Windows: Skylights
<input type="checkbox"/> Doors	<input type="checkbox"/> Framing & Rough Carpentry	<input type="checkbox"/> Painting - Low or No VOC	<input type="checkbox"/> Windows: Vinyl
<input type="checkbox"/> Drywall	<input type="checkbox"/> Glass, Glazing & Storefronts	<input type="checkbox"/> Swimming Pools & Spas	<input type="checkbox"/> Windows: Wood
<input type="checkbox"/> Electrical	<input type="checkbox"/> Heat, Vent & Air Conditioning	<input type="checkbox"/> Roofing	<input type="checkbox"/> Window Treatment
<input type="checkbox"/> Electrical: Specialty Systems	<input type="checkbox"/> Insulation - Mechanical	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Wallpaper
<input type="checkbox"/> Misc. Equipment - Agricultural	<input type="checkbox"/> Insulation	<input type="checkbox"/> Siding	<input type="checkbox"/> Water Extraction & Remediation
<input type="checkbox"/> Misc. Equipment - Commercial	<input type="checkbox"/> General Labor	<input type="checkbox"/> Soffit, Fascia & Gutter	<input type="checkbox"/> Exterior Structures

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with IRCA P.L. 99-603, stating affirmatively that the individual, firm, or corporation, which is engaged in the physical performance of services under a contract with

(name of contractor) on behalf of TRC Disaster Solutions LLC, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions and deadlines established therein.

By: _____
Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

*The applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public

(SEAL)

My Commission Expires: _____

My Commission Number: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on
oath says:
(Name)

- 1) I am the duly authorized agent of _____, the subcontractor and/or vendor submitting the Master Service Agreement (hereafter referred to as MSA) attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of any collusion among subcontractors and/or vendors and between subcontractors and/or vendors and TRC officials or employees, as well as facts pertaining to the giving or offering of money or things of value to TRC personnel in return for special consideration in the letting of any Purchase Order pursuant to said MSA;
- 2) I am fully aware of the facts and circumstances surrounding the making of the MSA to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such MSA; and
- 3) Neither the subcontractor and/or vendor nor anyone subject to the subcontractor's and/or vendor's direction or control has been a party:
 - a) to any collusion among subcontractors and/or vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b) to any collusion with any TRC official or employee as to quantity, quality or price in the prospective Purchase Order(s), or as to any other terms of such prospective Purchase Order, nor
 - c) in any discussions between subcontractor and/or vendor and any TRC official concerning exchange of money or other things of value for special consideration in the letting of a contract on this project.

Dated this _____ day of _____, 20____.

Signed by: _____
(Name)

(Printed name and title)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (SEAL)

My Commission Expires: _____

My Commission Number: _____

REFERENCES

Company	Contact Name	
Address	City	State
Zip		

Telephone Number

Description of Services (incl. year, square feet, project cost)

Company	Contact Name	
Address	City	State
Zip		

Telephone Number

Description of Services (incl. year, square feet, project cost)

Company	Contact Name	
Address	City	State
Zip		

Telephone Number

Description of Services (incl. year, square feet, project cost)

Company	Contact Name	
Address	City	State
Zip		

Telephone Number

Description of Services (incl. year, square feet, project cost)



712 South Wheeling Avenue
Tulsa, Oklahoma 74104-3216

TRC Disaster Solutions LLC

Phone: (918) 585-1990

Fax: (918) 585-1920

Email: ap@trcteam.com

**Exhibit A
PURCHASE ORDER (PO)**

July 2014

DATE

P.O. NUMBER

SUBCONTRACTOR/ VENDOR [include contact info]	JOB NAME, JOB NUMBER & ADDRESS

Please include this number on all invoices, packages, and documents related to this order.

DESCRIPTION	UNIT PRICE
<p style="font-size: 48px; opacity: 0.3; transform: rotate(-30deg);">EXAMPLE ONLY</p>	

BY ACCEPTING THIS PURCHASE ORDER, AND/OR PERFORMING HEREUNDER, SUBCONTRACTOR/ VENDOR AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS SET FORTH ON THIS PO, TRC'S GENERAL VENDOR REQUIREMENTS, MASTER SERVICE AGREEMENT, AND/OR SUBCONTRACT AGREEMENT.

NOT TO EXCEED

All services that exceed NTE must be approved through the Corporate office. Any amount over \$15,000.00 must be signed by Felix Ontiveros, President of TRC.

I certify I am authorized to order for TRC and funds for payment of this order are available.

START DATE

COMPLETION DATE

TRC (Print Name)

TRC (Signature)

This Purchase Order must accompany each invoice, package, or document submitted to TRC. Only mailed, faxed, or emailed invoices will be accepted. DO NOT SUBMIT INVOICE TO PROJECT MANAGER.
Fax (918) 585-1920 or
AP@trcteam.com

No payment(s) without current insurance & W-9 prior to starting work or next business day.

SEE REVERSE SIDE FOR ADDITIONAL REQUIREMENTS

PAGE 1 OF 2

PARTIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS

- 1.1. Prior to commencing the Services or entrance on Project Site, Subcontractor shall at its sole expense obtain insurance and/or surety bonds of the type and in the amounts as are indicated in this Paragraph *Insurance and Bonds* of this Agreement. Subcontractor acknowledges that this document declares the minimum insurance coverage's, which Subcontractor must maintain under this Agreement as will protect TRC, Customer of TRC, Architect's and agents and employees of any of them from and against claims which may arise in whole or in part by operations by the Subcontractor or any Sub-Subcontractor, or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable. Prior to starting work hereunder, Subcontractor shall obtain the required insurance or surety bonds from a licensed provider, which shall be approved by and satisfactory to TRC. Subcontractor shall furnish Certificates of Insurance showing that Subcontractor has insurance in the amounts and of the type required by this Paragraph *Insurance and Bonds* of the Agreement, each naming TRC as additional insured's (except worker's compensation) as per the below requirements. Subcontractor expressly understands and agrees that no payment of any sort whatsoever under Paragraph *Subcontract Sum* and Paragraph *Progress Payments* above will be paid by TRC to Subcontractor unless and until Subcontractor has complied with these requirements. The Subcontractor shall at all times maintain insurance in the following amounts for occurrences which might arise from the performance of or failure to perform Subcontractor's duties under this Agreement. All insurance coverage's shall include TRC as Additional Insured's and include a Waiver of Subrogation in favor of TRC. Prior to commencing work or entrance on Project Site, Subcontractor must provide TRC with a Certificate of Insurance evidencing the required coverage. No modification or waiver of the insurance requirements herein will be valid unless made in writing and executed by TRC.
- 1.2. **Commercial General Liability.** Commercial general liability ("CGL") insurance, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 10 10 01 (or another occurrence-based form with coverage at least as broad and approved by the Owner in writing), covering liability for all operations of the Subcontractor, including operations under all Sub-Subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting there from, personal and advertising injury, and including coverage for liability arising out of: 1) Blanket Contractual Liability the Contractor has assumed under the Contract (including, without limitation, indemnification obligations); 2) Completed Operations/ Products Liability; 3) Broad Form Property Damage and Loss of Use; 4) Explosion, Collapse and Underground ("XC&U" Perils), where applicable; 5) Terrorism; 6) Premises; 7) Operations; 8) Work performed by Sub-Subcontractors.
- 1.3. The additional insured status under the CGL insurance, as described below in the "General Requirements" section, shall be evidenced by using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 10 93 AND CG 20 37 10 01) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by TRC in writing. The per occurrence and aggregate coverage limits of at least the amounts set forth below shall be specific to this Project and apply separately to the Contractor's Work under the Contract.
- 1.3.1.1. Minimum Limits – 1) \$1,000,000 each occurrence (bodily injury/ property damage); 2) \$50,000 each occurrence (damage to rented premises); 3) \$5,000 medical expense (any one person); 4) \$1,000,000 each occurrence (products-completed operations); 5) \$2,000,000 (products-completed operations aggregate 6) \$1,000,000 personal and advertising injury (any one person); 7) \$2,000,000 general aggregate (not products-completed operations).
- 1.4. **Commercial (Business) Automobile Liability.** Commercial (business) automobile liability insurance, written on ISO form CA 00 01 07 97 (or another form with coverage at least as broad and approved by the Owner in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with combined single minimum limits of at least the amounts set forth below, exclusive of defense costs. This insurance will also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of material identified as hazardous during the performance of the Work. In the event the Contractor's insurance required under this Section excludes any drivers from coverage, such drivers shall not be permitted to drive in connection with this Project.
- 1.4.1.1. Minimum Limits – 1) \$1,000,000 each accident (bodily injury, death or property damage).
- 1.5. **Workers' Compensation; Employers' Liability.** Workers' compensation insurance in the form prescribed by statutory law and with limits of at least the amounts set forth below, and employers' liability insurance with limits of at least the amounts set forth below. If the United States Longshoremen's and Harbor Workers' Compensation Act, Jones Act or any similar laws, regulations or statutes apply to the Contractor or its employees, such coverage shall be included for the injuries or claims thereunder of such employees. The policy(ies) shall include "other states" coverage. All insurance required by this Section include a waiver of subrogation for the benefit of TRC, Customers of TRC, Lender, Architect and Representatives, and other Indemnified Parties. The Subcontractor shall maintain Worker's Compensation insurance on all of Subcontractor's employees in compliance with the laws of the state in which services are performed.
- 1.5.1.1. Minimum Limits – 1) Workers' Compensation – as required by applicable statute(s); 2) Employers' liability - \$100,000 bodily injury each accident; 3) \$500,000 bodily injury each employee by disease; 4) \$100,000 bodily injury each disease aggregate.

2. SUBCONTRACT SUM

- 2.1. TRC shall pay the Subcontractor in current funds the performance of the Services the Compensation stated on the Purchase Order, subject to additions and deductions as provided in the Subcontract Documents. Unit prices, if any, will be outlined on Exhibit A – Purchase Order.

3. PROGRESS PAYMENTS

- 3.1. TRC shall pay the Subcontractor monthly progressive payments submitted to TRC, by the 25th of each month, based on progress completed or material stored on Project, **UNLESS OTHERWISE STATED ON THE PURCHASE ORDER**. Each progressive payment shall require a lien waiver executed by the Subcontractor.
- 3.2. Final payment shall be made after Subcontractor has completed Services in accordance with this Agreement and Purchase Order and provided TRC with Certificate of Completion and Material and Workman Lien Waivers or Release.
- 3.3. TRC shall pay Subcontractor within ten (10) days of receiving payment(s) from TRC Client, based on invoice provided to TRC and approved by TRC and TRC client.
4. Subcontractor agrees to perform a background investigation and drug screen of all its principals, owners, employees, temporary employees, and subcontractors, which will be present at any time, in policy holders'/customers' property, (hereinafter called "Service Provider Employee" and individually "Service Provider Employee"), prior to any Services being performed. TRC requires that each Subcontractor not allow any of its Service Provider Employees who has a known charge or arrest, of any felony, sexual offense, child abuse or neglect offenders, or theft related acts (as defined by Oklahoma statutes), to perform Services for TRC and Customer of TRC. Further TRC requires that each Subcontractor certify that it has completed a background investigation and drug screening on each Service Provider Employee on an annual basis thereafter. Subcontractor shall cooperate with any audit TRC and Customer of TRC, affiliates, respective directors, partners, agents, and representative conducts to verify such background and drug screenings are being properly completed. Within twenty-four (24) hours of receipt of a written request from TRC, Subcontractor shall provide copies of the background investigation, drug screen results, or such other documentation as may be appropriate to satisfy TRC as to Subcontractor's compliance with this paragraph.
5. Subcontractor shall perform all Services in a workmanlike manner and in strict compliance with (i) this Agreement, (ii) all applicable federal, state, and local laws, ordinances, and regulations, and (iii) standard industry practice. Subcontractor shall secure and pay for, at its sole cost, all permits, and licenses required or necessary to perform the Services. Subcontractor shall immediately discharge or bond around all liens or attachments filed in liability, claims, and costs (including attorney's fees) arising out of such liens or attachments.
6. Subcontractor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All employees of Subcontractor assigned to the "Project" will have had their identity and eligibility for work within the United States properly verified. Within twenty-four (24) hours of receipt of a written request from TRC, Subcontractor shall provide copies of the I-9 form or such other documentation as may be appropriate to satisfy TRC as to Subcontractor's compliance with IRCA.
7. Without the express written consent of TRC, Subcontractor and Subcontractor's employees and agents shall have no right or authority, actual or apparent, to make any contract in the name of TRC or otherwise bind TRC or transact any business in TRC's name. Subcontractor will have an affirmative duty to prevent any employee or agent of the Subcontractor from making representations to anyone as having such right or authority.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent Name Address	CONTACT NAME: Contact Name PHONE (A/C, No, Ext): Phone Number E-MAIL ADDRESS:	FAX (A/C, No): Fax Number
	INSURER(S) AFFORDING COVERAGE INSURER A: Insurer(s) Name(s) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Contractor Name Address		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPIRES (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	Policy Number	Effective	Expires	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	Policy Number	Effective	Expires	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		Policy Number	Effective	Expires	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Restoration Corporation, TRC Disaster Solutions LLC, and Owners are to be designated as Additional Insured pursuant to the endorsements attached, (CG2010 and CG2037) or equivalent Workers' Compensation includes waiver of subrogation in favor of The Restoration Corporation, TRC Disaster Solutions, LLC and Owners as required by written contract.

CERTIFICATE HOLDER The Restoration Corporation dba TRC and TRC Disaster Solutions LLC 712 South Wheeling Avenue Tulsa, Oklahoma 74104-3216	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Representative Signature
--	--



TRC Disaster Solutions LLC

712 South Wheeling Avenue

Tulsa, Oklahoma 74104-3216

Phone: (918) 585-1990

Fax: (918) 585-1920

NOTICE TO ALL SUBCONTRACTORS

In order to process your payments in a timely manner, there is certain paperwork that you must have on file with our company. Paperwork is as follows:

PAPERWORK TO BE ON FILE WITH TRC DISASTER SOLUTIONS LLC

1. W-9 Form
2. Executed copy of our Master Service Agreement or Subcontract Agreement.
3. Certificate of Insurance, with acceptable limits as per our insurance requirements. **See Insurance Requirements, Master Subcontract Agreement.** Our firm must be listed as certificate holder and additional insured. We require General Liability, Auto, and Worker's Compensation (if you do not carry WC insurance, an Oklahoma waiver form must be filled out). Visit the Oklahoma Insurance Department's website for this waiver form.

All original forms must be mailed to the address below.

**TRC Disaster Solutions LLC
712 South Wheeling Avenue
Tulsa, Oklahoma 74104-3216**

4. All this information must be on file before an invoice will be processed.

INVOICE PROCESS

1. An original invoice:
 - a. Must be e-mailed, faxed or mailed to TRC Disaster Solutions – **TO AVOID DELAY, PLEASE DO NOT SEND INVOICES TO PROJECT MANAGERS.**

E-mail: AP@trcteam.com
Fax: (918) 585-1920
Mail: 712 South Wheeling Avenue, Tulsa, Oklahoma 74104-3216
 - b. Must have an invoice #, invoice date, remit to address and telephone #
 - c. **Must include a PO # (see TRC Project Manager for purchase order)**
2. All invoices must be received by TRC Disaster Solutions no later than **Tuesday, 12:00 p.m. each week** for work completed.
3. Retention, up to 10%, may be withheld from all partial payments until final work is completed and approved by TRC.
4. Once approved, check payments are issued every other week Thursday and released Friday upon signed partial or full lien waiver.
5. TRC makes every effort to make payments, whether partial or in full, within 30 days of receipt. If your invoice has not been paid within this time, then we did not receive the invoice in our office per our policy.

We appreciate your assistance, this will help us process your invoice in a timely manner and avoid delays.