

**V&O SERVICES INC.  
NATIONAL SUBCONTRACT AGREEMENT**

This National Subcontract Agreement (the "Agreement") is by and between V&O ("V&O Services Inc." or the "Company") and (the "Subcontractor") and shall be effective as **notice in \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall remain in effect until terminated by either party to this Agreement pursuant to the termination provisions herein.**

In consideration premises and for the mutual covenants contained herein, the Parties hereto agree as follows: **Vendor # \_\_\_\_\_**  
(Office use only)

**PROJECT NAME:** Various projects as specifically defined in individual Work Orders.  
**LOCATION:** Various locations as specifically defined in individual Work Orders.

**COMPANY:** V&O Services Inc.  
**ADDRESS:** 8275 S. Eastern Ave  
Las Vegas, NV 89123

**SUBCONTRACTOR:** \_\_\_\_\_  
Primary Business Address: \_\_\_\_\_

The agent of the Subcontractor authorized to enter into Work Orders is: \_\_\_\_\_  
(name/title of authorized officer)

**WORK TO BE PERFORMED:** The Subcontractor agrees to provide the services for the installation of and repair of work (the "Work"), as specified on each individual work order (the "Work Order").

A Work Order and Work Verification Form will be issued for each service call explaining the service requested, important work related instructions, and will denote the NTE (Not-To-Exceed) amount which limits the cost of the work. Quotes must be submitted with time-into job and time to complete, including a breakdown of all materials with quantity, cost and extended cost. **Any and all additional work must be approved by V&O in writing prior to work commencement or payment for additional work will be denied including all amounts over original NTE.**

The V&O work verification form **must** be signed and store stamped for each work order certifying that the work is complete to the customer's satisfaction. The total number of billable technician hours must also be recorded on this form. There will be no payment for services if the work verification form is not signed. Only recorded work hours listed on signed work verification form shall be paid. **V&O Services Inc. cannot bill it's customers for and will not pay any time listed on work verification form and/or invoice as: travel charge, trip charge, service charge, etc. Travel time must be included on V&O work verification form and added to time-in and time-out and signed off by store manager.**

**ALL COMMUNICATION WILL BE DIRECTED TO COMPANY, NOT TO COMPANY'S CUSTOMERS. ANY COMMUNICATION WILL BE CAUSED FOR TERMINATION OF CONTRACT, ALSO FORFEIT OF ALL AND ANY PAYMENT.**

**SUBCONTRACTOR REQUIREMENTS:**

- A. **Exhibits:** This Agreement and all applicable EXHIBITS must be completed in full and executed by the Subcontractor.
- B. **Insurance:** ALL applicable insurance documentation as may be required by EXHIBIT "B" must be provided and kept current. Failure to keep current insurance information on file will result in delay of payment.
- C. **Subcontractor Information:** ALL applicable subcontractor information as may be required by EXHIBIT "C" must be provided and kept current especially the quoted labor rates. Failure to keep current subcontractor information on file will result in delay of payment.

- D. **Material Pricing:** The Company has found that material pricing fluctuates across the country while commodity items may rise or lower in price. Volume, location and rarity of materials also influence their pricing. V&O, as a national contractor, operates with standard pricing and expects pricing continuity that will provide a positive situation for both the Company and our affiliate partners. The Company asks for the Subcontractor's assistance in keeping material costs affordable to its customers and for some consistency in pricing. The Company also requires that the Subcontractor, in the interest of maintaining consistency in pricing, refrain from marking up your material costs by more than twenty percent (20%). **Pricing information should appear ONLY on the Subcontractor's invoice to V&O, not on work order.**
- E. **Licensing:** A copy of Subcontractor's license is required. Failure to provide license will result in delay of payment.
- F. **Billing Disputes:** Billing issues must be addressed within three (3) months of completion of said work order. Issues addressed after this period will be considered invalid.
- G. **Warranty:** Subcontractor warrants that all services will be performed in a professional, skillful and workmanlike manner and will be free from defects in workmanship for a period of one (1) year from the date of completion of the service. Subcontractor shall, at no cost to Company, promptly and satisfactorily correct or repair workmanship found to be defective or otherwise not in conformity with the requirements of this Agreement and remedy any damage resulting there from.
- H. **Notice of Completion of Work:** **Once the Work to be performed under a Work Order has been completed, the Subcontractor must call the Company at 1-702-813-0563 with the Work Order number and the completion date from the site or payment may be denied. A completed copy of the Work Verification Form (Exhibit A) should also be faxed within 24 hours of work completion to 1-702-446-8166.**
- I. **\*\* Invoice Submissions:** Invoices with complete backup must be submitted to the Company's office (at the above address) within fifteen (15) calendar days of work completion, or PAYMENT CAN BE DENIED or REDUCED. V&O requires that a signature from a manager on duty and a store stamp, be recorded on the V&O Work Verification Form that was issued to the Subcontractor. **A FAXED/EMAILED NOTICE TO PROCEED FROM V&O SERVICES INC FOR AMOUNT OVER THE ORIGINAL NOT TO EXCEED MUST ACCOMPANY SUBCONTRACTOR'S INVOICE ALONG WITH ANY ATTACHED DOCUMENTS.** If these procedures are followed, payment will be expedited. Failure to follow these procedures may result in **DENIAL OR REDUCTION OF PAYMENT.** The Company has 30-day terms. **CURRENT CERTIFICATE OF GENERAL LIABILITY INSURANCE WILL BE REQUIRED FOR PAYMENT.**
- J. **Affiliated Partners:** Subcontractors that are considered affiliate partners must follow all of the instructions listed on each Work Order.
- K. **Assignment of work:** Subcontractor cannot assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or its right, title or interest therein, or its power to execute the same, or its interest in process without the consent in writing of Company. If Subcontractor does, with approval, sublet this Agreement or any part thereof, it shall require that its subcontractor be bound to Subcontractor and to assume toward Subcontractor all of the obligations and responsibilities that Subcontractor has assumed toward Company. Approval of a sub-subcontractor will not imply that Company assumes any responsibility for such sub-subcontractor or that sub-subcontractor is relieved of any responsibility with respect to the Sublet Work. **Subcontractor will not sublet any portion of the work to or enter into an agreement with an employee leasing company or any other company without the Company's prior written approval.**

**SUBCONTRACT AMOUNT:** As consideration for the faithful performance of the conditions and requirements herein and on the Work Order and upon the full satisfaction and the acceptance of such performance by the owner of the respective project (the "Owner") and the Company, The Company agrees to pay the Subcontractor the dollar amount agreed upon in the Work Order ("Subcontract Amount"). V&O Services Inc. shall make final payment of the Subcontract Amount to the Subcontractor upon completion of the Work specified in the Work Order and upon acceptance by Owner and architect of the respective project.

**EVENT OF DEFAULT AND TERMINATION:**

**SUBCONTRACTOR'S INITIAL \_\_\_\_\_**

- A. Event of Default: The occurrence of, but not limited to, any one of the following shall constitute an event of default by the Subcontractor ("Default") under this Agreement and any Work Order:
1. **The Subcontractor, at any time, fails to supply a sufficient number of skilled workers or a sufficient quantity of quality materials;**
  2. **The Subcontractor fails in any respect to prosecute the Work covered by this Agreement or any Work Order with due diligence;**
  3. **The Subcontractor fails to perform work of the quality or caliber required by V&O Services Inc; or**
  4. **The Subcontractor fails in the performance of any of the agreements including completion of all documentation required.**
  5. **Something to the effect that the contractor is making the environment unsafe.**
  6. **Contractor can removed from the site if he or any of his employees make a harassing comment... something to that effect.**

Upon a Default, the Subcontractor shall not be entitled to receive any further payments under this Agreement or any Work Order, but shall nevertheless remain liable for any damages that the Company may incur with respect to the Work.

- B. Remedies of the Company upon Default: Upon a Default, the Company may, after forty-eight (48) hours' prior written notice to Subcontractor, **.....do you have to put email or is that just assumed**, do any of the following:
1. The Company and its employees or agents may enter the premises and take possession, for the purpose of completing the Work to be completed under this Agreement or the Work Order in question, of all the materials, tools and equipments thereon, and to finish the Work with either the Company's own employees or other subcontractors;
  2. The Company may obtain, purchase or retain any such labor and materials necessary for completion of the Work, and deduct the cost of doing such from any monies then due or thereafter to become due to the Subcontractor;
  3. The Company may, in its sole discretion, terminate the employment of the Subcontractor with respect to the Work under this Agreement and under any outstanding Work Order.

If the expenses incurred by the Company in completing the Work shall exceed the unpaid balance, the Subcontractor shall be required to pay the difference of such amounts to the Company, in addition to any other damages that may be incurred by Company as a result of Subcontractor's Default. The Company shall credit Subcontractor's account with the value of the materials and supplies previously purchased by Subcontractor and used to remedy the Subcontractor's default, however no credit shall be applied for the use or any rental of the Subcontractor's equipment. The Subcontractor hereby waives all claims against the Company for any profits, rental for equipment or other damages related to the Subcontractor's Default under this Agreement.

- C. Termination: The Company may at any time, terminate this Agreement for the convenience of the Company for any reason and without any default under the Agreement. In the event of such a termination for convenience and notwithstanding any other provisions of this Agreement to the contrary, the Subcontractor shall, provided the Subcontractor is not in default, receive as its entire and sole compensation its actual common, necessary and reasonable costs of performing the Work as of the date of termination, as may be determined by an audit of the Subcontractor's records, plus a reasonable markup for overhead and profit; but, in no event shall such amounts due hereunder exceed the total Subcontract Amount. The Subcontractor shall make its records available at reasonable times and places for the Company's audit. Either the Company or the Subcontractor may terminate this Agreement with thirty (30) days' prior written notice. Termination of this Agreement shall not terminate the rights, responsibilities and obligations of the parties hereto under any and all outstanding Work Orders.

#### **INDEMNIFICATION:**

- A. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OWNER, V&O SERVICES INC, AND CORPORATIONS WHICH DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES CONTROL, OR ARE CONTROLLED BY, OR ARE UNDER COMMON CONTROL WITH THE COMPANY, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES OF OWNER, THE COMPANY AND OF SUCH CORPORATIONS ALONG WITH ANY OTHER ENTITY FOR WHOM EMNIFICATION BY THE COMPANY IS REQUIRED UNDER THE**

PRIME CONTRACT (THE "INDEMNITEES"), AGAINST ANY AND ALL LIABILITY AND CLAIMS FOR THE DEATH OF OR INJURY TO ANY PERSON, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF THE

SUBCONTRACTOR'S INITIAL \_\_\_\_\_

SUBCONTRACTOR OR OF ANY INDEMNITEE, OR PROPERTY DAMAGE, INCLUDING THE LOSS OF USE OF PROPERTY, INCLUDING EXPENSES AND ATTORNEYS' FEES RELATED THERETO, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ANY WORK ORDER OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF THE SUBCONTRACTOR AND ITS AGENTS AND EMPLOYEES ON AND AROUND THE PREMISES AT WHICH THE WORK IS TO BE PERFORMED, EVEN IF SUCH CLAIM OR LIABILITY IS CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE SUBCONTRACTOR INDEMNIFY THE INDEMNITEES. THE SUBCONTRACTOR ALSO AGREES TO INDEMNIFY INDEMNITEES AND HOLD THEM HARMLESS FROM ALL EXPENSES, INCLUDING ATTORNEYS' FEES, CAUSED BY OR RELATED TO ANY BREACH BY SUBCONTRACTOR OF THE COVENANTS CONTAINED IN THIS AGREEMENT OR ANY WORK ORDER. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO OR LOSS OF THE WORK, WHETHER COMPLETED OR UNDER CONSTRUCTION, UNTIL RESPONSIBILITY FOR THE WORK HAS BEEN ACCEPTED BY THE OWNER AND THE COMPANY, AND THE SUBCONTRACTOR AGREES TO INDEMNIFY INDEMNITEES AGAINST ALL EXPENSE AND COSTS CAUSED BY ANY SUCH DAMAGE OR LOSS FROM ANY CAUSE, EVEN IF SUCH DAMAGE OR LOSS IS CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE. THE SUBCONTRACTOR WILL ALSO TAKE PRECAUTIONS TO PROTECT OTHER PORTIONS OF THE WORK. THE SUBCONTRACTOR SHALL PROCURE CONTRACTUAL LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

- B. To the extent the Subcontractor has been paid and pursuant to the terms of this Agreement, the Subcontractor agrees that neither it nor its subcontractors, suppliers or mechanics or anyone claiming under them shall have any lien upon the Work, or the premises on which the Work is performed, and the Subcontractor hereby waives on behalf of itself and its subcontractors, suppliers and mechanics and those claiming under them, all right to any such lien. The Subcontractor agrees to indemnify the Company and the Owner against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorneys' fees related to such claims, which may be asserted by mechanics, material-men, suppliers or subcontractors of the Subcontractor or anyone claiming as one of them. The Subcontractor also agrees that if liens are placed on the Work or the premises on which the Work is performed, it will immediately obtain such bond that is necessary to remove such lien. If bond claims and/or lien claims are filed by army subcontractors, material-men, suppliers or mechanics of the Subcontractor, the Company may suspend payments to the Subcontractor and either withhold money due the Subcontractor or make payments to the claimants and charge the payments against the Subcontractor.
- C. THE SUBCONTRACTOR'S OBLIGATION TO INDEMNIFY AGAINST ANY ATTORNEYS' FEES OR OTHER COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS OR CAUSES OF ACTION SHALL BE CONSTRUED AS A SEPARATE ITEM OF INDEMNIFICATION THAT SHALL BE AN ABSOLUTE OBLIGATION OF THE SUBCONTRACTOR EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARE INVALID OR GROUNDLESS, OR ARISE FROM THE SOLE OR PARTIAL NEGLIGENCE OF ANY INDEMNITEE.

**SAFETY POLICY:**

- A. Work sites shall comply with all applicable federal, state and local Safety, Health and Environmental (SH&E) regulations, and all applicable contractual safety inclusions and will be managed in a manner consistent with the overall Company safety objectives, policies and procedures.
- B. Subcontractor is required to maintain/implement a safety policy equal to or greater than that of V&O Services Inc's.
- C. Subcontractor must notify Company immediately of any and all injuries and complete the Employee's First Report of Injury or Illness form and fax it to the SO. **This must be completed and faxed by the end of the shift in which the employee was injured.**
- D. ALL applicable subcontractor information as inquired by EXHIBIT "D" must be provided and kept current.

**INSURANCE AND BONDS:**

- A. In addition to any other insurance which the Subcontractor may be required or choose to carry, the Subcontractor at its sole expense shall maintain in effect, from the date that work commences under this Agreement and under any Work Order through the warranty period required for the respective project, the insurance coverage detailed on EXHIBIT "B" Insurance Requirements. Should the Company allow entry onto the site prior to the execution of such certificate, such entry shall not constitute a waiver by the Company of the requirements of such properly executed certificate(s).
- B. The Subcontractor shall cause and require its subcontractors to procure and maintain insurance covering the same liabilities under policies in form, and amounts and with insurance companies acceptable to the Company. The Subcontractor will obtain said policies or certificates and deliver them to the Company. If acceptable insurance is not acquired and maintained by the Subcontractor or its subcontractors, the Company may acquire the required insurance coverage and charge the expenses for coverage to the Subcontractor.
- C. The insurance requirements set forth in this Agreement and in EXHIBIT "B" hereto are independent from all other obligations of the Subcontractor under this Agreement and any Work Order and apply whether or not required by any other provision of this Agreement.

**DISPUTE RESOLUTION:**

- A. Mediation. If, any controversy or claim arises between the V&O Services Inc. and the Subcontractor, out of or related to this Agreement, the Company and the Subcontractor agree to use a jointly appointed mediator in accordance with the American Arbitration Association Commercial Mediation Rules, with fees of the mediator being shared equally by the parties. Mediation will be in Henderson NV or Chicago IL .
- B. Venue. In the event that either party files suit to enforce any right under the Agreement or any Work Order, or to judicially determine the relative rights and liabilities of the parties, then such suit shall be filed in a court of competent jurisdiction in Cook County IL, Clark County NV, an no other county. It is further agreed that if either party files such a suit in any county other than Cook County or Clark County, then the Plaintiff in such suit hereby agrees that such suit shall be transferred to Cook County, IL or Clark County NV, upon the filing of a proper motion to transfer venue.

**NON-COMPETE CLAUSE:**

- A. For good consideration and as an inducement for V&O Services Inc. to subcontract with the Subcontractor, the undersigned Subcontractor hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of business relations between the Company and the Subcontractor and for a period of two (2) years following the termination of this Agreement, the cause or the reason for termination notwithstanding.
- B. The term "not compete" as used herein shall mean that the Subcontractor shall not (i) consult, (ii) directly or indirectly subcontract with the Company's customers in a business substantially similar to, or (iii) directly or indirectly compete with the present business of the Company or such other business activity in which the Company may substantially engage during the term of this Agreement.
- C. The Subcontractor further acknowledges that the Company shall or may in reliance of this Agreement provide the Subcontractor and its employees or agents, access to trade secrets, customer lists, customers and other confidential data and good will. The Subcontractor agrees to hold and safeguard said information as confidential and shall not use said information on his or her own behalf or disclose any of the same information to any third party.

**MISCELLANEOUS:**

- A. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
- B. This Agreement shall be governed by the laws of the State Of Nevada or State Of Illinois.
- C. The Company may waive any Default without waiving any other prior or subsequent Default. Neither failure by the Company to exercise, nor delay by the Company in exercising nor discontinuance of the exercise of any right, power or remedy upon or after any Default shall be construed as a waiver of such Default or as a waiver of the right, power or remedy at a later date. No single or partial exercise by the Company of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time.
- D. The Agreement and/or a Work Order may be modified or amended only by agreement in writing by both parties.
- E. This Agreement, together with any applicable Work Orders, shall constitute the entire understanding and agreement between the parties and supersedes all prior written and oral understandings and agreements between the Company and the Subcontractor.
- F. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:
  - When delivered personally to the recipient's address as stated in this Agreement,
  - Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement, or
  - When sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice, notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.
- G. This Agreement may be executed in counterparts and by facsimile signature pages. Each counterpart or facsimile signature page shall be deemed and shall have the same force and effect as an original.

By signing this Agreement the undersigned affirms that he/she is an owner or an authorized agent that is able to make legal decisions for and to legally bind the Subcontractor and that the undersigned understands and agrees to this Agreement and all attached EXHIBITS.

EXECUTED: to be effective as of the date first above written.

<b>COMPANY:</b> _____	<b>SUBCONTRACTOR:</b> _____
_____	_____

By: \_\_\_\_\_

Sign: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\*\*\*PLEASE NOTE\*\*\*

- Lump material under \$7 can be billed as miscellaneous
- Any total material cost over \$7 must be broken down on invoice including quantity, cost, and description of each
- Travel time must be included in time-in and time-out on work verification form and signed off by the store Manager.

**EXAMPLE:** If you worked from 9 a.m. to 10 a.m. with 30 minutes of travel to the job site, you would record time on the work order as specified below. Invoice would reflect 11 hours of work (30 minutes total travel one way + 1 hour of labor). See chart below on how to fill out work verification form!! **THIS DOES NOT APPLY TO BED BATH & BEYOND. THIS COMPANY DOES NOT AND WILL NOT ACCEPT TRAVEL TIME. NO PORT TO PORT TRAVEL ACCEPTED. TRAVEL TIME SHOULD NOT EXCEED 30 MINUTES UNLESS FIRST APPROVED.**

For Technician Use:					
Date	#Techs	Time In	Time Out	Reg. Hrs.	OT Hrs.

**READ CAREFULLY!!! IMPORTANT!!!**

**Please give to A/R for future reference and inform service techs!!!**

The customers will not pay for travel or trip charges listed separately on the invoice, so you are not allowed to add a trip charge. You can add ¼ hour on the front and ¼ hour on the back end (½ hour total) for travel to the job. To do this, when your service tech calls in at arrival, he should write down the beginning time as 15 minutes before the time of arrival. When the job is completed and the service tech calls in to close the work order the ending time should be written down as 15 minutes later. The service tech needs to write these times on the work verification form so that they correspond to their log in and out times on the invoice. V&O people do check these and they know to allow the 15 minute adjustments before and after. We will not pay invoices that are not accompanied by a completed work order form.

**Note:** If you receive a call from V&O that is too far away to be covered by the ½ hour time adjustment, we suggest that you: A) Tell them you will take the call if you can reschedule to a later date when you are in the area B) Accept the call if V&O will pay a predetermined service fee amount C) Decline the call due to being out of our area.

The other important point on the V&O work order is the Not-to-Exceed (NTE) amount. You need to watch these as the calls are assigned. V&O knows that when some of the work orders are issued, the NTE amounts are unrealistically low. In those situations, you need to tell the service tech to do a site inspection and report back as to what R will take to complete the repair. Then you need to call V&O to increase the NTE amount to cover the estimated cost Increasing the NTE before the work is done is not a problem, but if you complete the work and close the work order before calling for the NTE increase, the customer (and V&O) will not pay more than the NTE amount.

V&O people have been instructed to follow these policies to the letter so we are forewarning you to make sure that you get it right to get paid.

**EXHIBIT "B" INSURANCE REQUIREMENTS**

**V&O Services Inc. must be named as Additional Insured on all above sections of the Subcontractor's insurance policy.**

**This policy must include Hold Harmless and Waiver of Subrogation clauses in favor of V&O Services Inc. A Blanket Waiver of Subrogation is acceptable.**

**LIMITS:*****General Liability***

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Occurrence Limit	\$1,000,000
Personal and Advertising Limit	\$1,000,000
Fire Damage Limit	\$ 100,000
Medical Expense	\$ 5,000

***Automobile Limit*** \$1,000,000

***Workman Comp/Employers Liability***

Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

***Umbrella Limit*** \$1,000,000

***MISCELLANEOUS***

Subcontractors and sub-subcontractors shall provide to V&O Services Inc. a Certificate of Insurance setting out the above coverages and limits on the certificate Said certificate shall state that the policies required by Exhibit "B" have been endorsed to provide that the insurers issuing said policies shall give V&O Services Inc. not less than thirty (30) days prior written notice in the event of cancellation or change in coverage thereunder certificate, when properly executed, shall become Exhibit "B" to the Subcontract Agreement.

All insurance required by this Exhibit "B" shall be maintained without interruption from the date of commencement of the Work throughout the warranty peril scheduled in the Subcontract Agreement. The insurance requirements set out in this Exhibit "B" are independent from all other obligations of Subcontractor under Agreement and apply whether or not required by any other provision of this Agreement.

All insurance policies provided pursuant to this Exhibit "B" shall be primary and non-contributing with, and not in excess of, any other insurance available to V&O Services Inc.

All Insurance Carriers should be A Rated.



**EXHIBIT "C" Sub-contractor Information  
(Please complete all lines on this page)**

Company Name: \_\_\_\_\_

Vendor # \_\_\_\_\_  
(For V&O use only)

Physical Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_  
\_\_\_\_\_

Office # \_\_\_\_\_

Fax # \_\_\_\_\_

Emergency # \_\_\_\_\_

Cell # \_\_\_\_\_

Pager # \_\_\_\_\_

After Hours # \_\_\_\_\_

If you dispatch Service Techs from other locations or have additional branch locations please list here. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does your company fall under any of the following categories? 8(a) Firm \_\_\_\_\_ DVBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ HUB Zone \_\_\_\_\_

Service Contact person: \_\_\_\_\_ A/R contact person: \_\_\_\_\_ Credit Terms: Net 30

Business Type: Corp. \_\_\_\_\_ L. P. \_\_\_\_\_ L.L.C \_\_\_\_\_ Inc. \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Federal ID# \_\_\_\_\_ - \_\_\_\_\_ or Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email Address \_\_\_\_\_ Website \_\_\_\_\_

How would you prefer work orders to be submitted? FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

**Capabilities Rates**

**Emergency Rates:** M-F \$ \_\_\_\_\_/hr Saturday \$ \_\_\_\_\_/hr Sunday \$ \_\_\_\_\_/hr Holiday \$ \_\_\_\_\_/hr

**Number of Service Techs** FT \_\_\_\_\_ PT \_\_\_\_\_ Do you dispatch 2 Man Crews **Only** <sup>tt</sup> Yes No

**Discount Terms** Yes No \_\_\_\_\_ Days \_\_\_\_\_%

Is your company? Union or No

Number of Years in Business \_\_\_\_\_ Year Started \_\_\_\_\_

<sup>t</sup> Only check if you can actually repair and troubleshoot sign problems, transformers etc.

<sup>tt</sup> Crew rates can only be billed when approved. Crews are paid with 1<sup>st</sup> man at journeyman rate and 2<sup>nd</sup> man at apprentice rate unless first approved by V&O Services Inc. and Customer to be billed otherwise.

**EXHIBIT "D" Subcontractor Safety Pre-Qualification Questionnaire**

Appendix 5-1

Form 5-1.1

Subcontractor Safety Pre-Qualification Questionnaire

Company Name: \_\_\_\_\_ Date Form Completed: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Completed by: \_\_\_\_\_ Phone Number: \_\_\_\_\_

I. List your company's Experience Modification Rate (EMR) for the last three years:

2008 \_\_\_\_\_ 2007 \_\_\_\_\_ 2006 \_\_\_\_\_

2. List the following OSHA Log Information (submit hardcopy for past three years):

	2008	2007	2006
A. Total Recordable Cases	_____	_____	_____
B. Lost Workday Cases	_____	_____	_____
C. Lost Workdays	_____	_____	_____
D. Total Employee Hours Worked	_____	_____	_____
E. Number of Fatalities	_____	_____	_____

3. Do you have a written Safety program?

4. Do you have a full time Safety Director?  Yes, submit copy  No

**Safety Contact Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

5. Do you conduct job site audits?  Yes  No

By whom? \_\_\_\_\_

How often? \_\_\_\_\_

Is documented?  Yes  No

6. Do you hold "Tool Box Talks" for employees?  Yes  No

How often? \_\_\_\_\_

Is documented?  Yes  No

7. Do you have an orientation program for new hires?  Yes  No

If yes, what does this include? \_\_\_\_\_

\_\_\_\_\_

8. Do you have a training program for newly hired or promoted foremen?

No  yes, what does this include? \_\_\_\_\_

\_\_\_\_\_

9. Do you have trained competent persons in the following areas?

A. Scaffolding  Yes  No

B. Excavation  Yes  No

C. Cranes  Yes  No

D. Electrical  Yes  No

E. Fall Protection  Yes  No

F. Confined Spaces \_\_\_\_\_ Yes \_\_\_\_\_ No  
G. Other: \_\_\_\_\_ Yes \_\_\_\_\_ No

10. Any OSHA citations in the past three years? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, explain separately and in detail. \_\_\_\_\_

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## **STANDARD OPERATING PROCEDURES**

**Please provide a copy of this document to service technicians and accounts receivable dept.**

### **PLEASE READ!!!! IMPORTANT!!!!**

#### **Technicians:**

- 1) V&O Work Verification form(s) must be Signed and/or Stamped by manager
- 2) ALL service dates **MUST** be included on the V&O Work Verification Form to be paid
- 3) Travel time **MUST** be recorded on V&O Work Verification form per contractual guidelines to be paid
  - See page 5 of National Subcontractor Agreement for correct procedures on listing travel time
- 4) Do **NOT** Exceed NTE without **PRIOR WRITTEN** or **FAXED** approval from a V&O Services Inc. employee. **VERBAL AUTHORIZATIONS WILL NOT BE ACCEPTED!!**
- 5) **MUST** call from site upon **ARRIVAL** and **DEPARTURE**.
- 6) Pay particular attention to special notes listed on Work Verification form

#### **Accounts Receivable:**

- 1) **ONLY** hours **RECORDED** on Work Verification form are billable
  - Hours not listed on work verification form will be automatically deducted if invoiced
  - Record of time-in and Time-out must equal total hours billed
- 2) **ALL INVOICES MUST BE RECEIVED (14) DAYS AFTER COMPLETION**
  - Notifications will be sent fax/email as a reminder
- 3) Only amounts **APPROVED** up to NTE or **QUOTED AMOUNT** will be paid
  - Not To Exceeds (NTE) are Time and Material
  - Quotes **MUST** be submitted with labor to date, labor to complete and all taxes and fees
- 4) Labor must be itemized on invoice
  - Example: 4 hours x Labor Rate = \$
- 5) **UNIT PRICING AND QUANTITY MUST BE ITEMIZED ON INVOICE**
  - Example: Description (#6 THHN Wire) Quantity (5) x Amount = Total Amount
- 6) **QUOTES MUST HAVE LABOR LUMP SUM AND MATERIAL LUMP SUM FOR TAX PURPOSES**
- 7) **EXTRA FEES AND UNAPPROVED CHARGES WILL NOT BE PAID** unless approved in **WRITING** **PRIOR** to work being performed
- 8) **PLEASE FAX ALL INVOICES TO 1-702-446-8166 ALONG WITH COMPLETED WORK VERIFICATION FORM(S)**

#### **POINTS OF CONTACT:**

1. \_\_\_\_\_ Vendor Relations Manager Ext. \_\_\_\_\_

2. \_\_\_\_\_ Financial Manager Ext. \_\_\_\_\_

**SUBCONTRACTOR'S INITIAL** \_\_\_\_\_