



construct | preserve | maintain

8/16/2016

Billy Grinstead  
Phone: 765-508-1980  
Fax: (765) 705.4612  
Email: grinsteadbi@kleencousa.com

**STORE NAME:**

low0215  
LOWES  
4701 SOUTH U.S. HIGHWAY 41  
TERRE HAUTE, IN 47802

**VENDOR NAME:**

Nelbud Services Group, Inc dba Team 360  
51 Koweba lane  
Indianapolis, In 46201  
317-749-0793

**Required check in by:**

**8/17/2016**

PR NO.: 87122  
TR NO.: 7817133  
NTE: 300.00

**Scope of Work**

Men's Room Urinals the right urinal is clogged and needs fixed asap

Do not exceed this amount. If the cost will exceed this amount, you must take a minimum of 4 good quality photographs of the job before you leave the store. Provide us with an itemized quote, including labor and materials, and submit with photographs. This will have to be approved by the client prior to commencement of work.

**NOTE:** You are not permitted to use subcontractors on any work without our express written permission.

***Take Before, During and After Pictures and email them to above address.***

**NOTE:** Before, During, and After photographs are necessary to submit for payment.

***No persons are permitted to be present in the photographs.***

**Work Order Completion Report**

- Please ensure that you include our PR # on all correspondence, including invoice
- Also include, if available, the corresponding PO # on invoice

Fill in the information at the top of the form and also fill in the scope of work describing what you completed **DO NOT FILL IN THE BID AMOUNT**

- Be sure to have a "Salary / Manager" employee sign & date this paper with their job title
- Ask the clerk at the Customer Service Desk to stamp the document with their store stamp.

Call if you have any problems and please email/fax your paperwork including:

- 1) Your work order completion report
- 2) Your **Certificate of Insurance**
- 3) Your before, during and after pictures
- 4) Your invoice

**NOTE:** You are not permitted to use subcontractors on any work without our express written permission.

***We must receive this paperwork within 48 hours after you have completed the job.***

**NOTE:**

- If you fail to start or complete the work in a timely manner, Kleenco will have the option to terminate this Agreement and, should it do so, you will only be paid for the actual work you have performed as of the date Kleenco gave notice of termination.
- You are **not permitted** to use, or ask to use, any customer equipment such as Fork Lifts, Scissor Lifts, Tools, Shopping Carts, etc. under any circumstances.
- You are **not permitted** to move any steel racks. It's the store's responsibility. You are only permitted to bolt the steel to the floor. (see below)
- You are **not** an approved door vendor. You are only approved to work on the frame and structure surrounding doors.
- You are **not** to move store equipment such as refrigerated cases or deli fryers when doing flooring. This is done by an approved vendor and is arranged by the store/club in conjunction with our schedule.
- You are **not** an approved roofing vendor and are not to perform any roofing services. You are not an approved HVAC/R vendor.
- Bids/Invoices **MUST** be itemized to reflect Labor, Material, Equipment rental, etc.

**If any of the above issues are of concern while onsite, please call the Sourcing Agent for direction on how to proceed.**

**\*\*If you are being paid an advance for this Work Order, the advance will only be paid to you by way of an ACH transfer. You further agree that should Kleenco terminate this Agreement for any reason including your failure to start or complete the project in a timely manner, Kleenco will be entitled to reverse all or any part of the ACH transfer from the bank account to which the funds were initially transferred**

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Date:

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Vendor

**WORK ORDER AGREEMENT**

**DATE:** 8/16/2016  
**Contractor:** Kleenco Maintenance & Construction, Inc.  
P.O. Box 461  
Alexandria, IN 46001

**Contact person(s):** Billy Grinstead  
Phone: 765-508-1980  
Fax: (765) 705.4612  
Email: grinsteadbi@kleencousa.com

**SUBCONTRACTOR:** Nelbud Services Group, Inc dba Team 360  
51 Koweba lane  
Indianapolis, In 46201  
317-749-0793

**Purchase Order No. (P.O. No)** **87122**  
**\*Your invoice must include this P.O. No. in order for us to timely process your payment!**

**STORE NAME/STORE NO.** low0215  
LOWES  
4701 SOUTH U.S. HIGHWAY 41  
TERRE HAUTE, IN 47802

**DESCRIPTION OF WORK:**

**START DATE/COMPLETION DATE:** **8/17/2016**

Time is of the essence in the performance of this Work Order and, Kleenco shall not be liable for any delays caused by delivery delays or by changes made by Kleenco's Customer.

**\*\*Not to Exceed Amount: \$ 300.00**

**\*\*Note – remember that you must get Kleenco's customer to sign a work completion report form once you've finished your work and before you leave their store! The required form is attached to this Work Order.**

Subcontractor's commencement of work shall be deemed an acceptance of this work order's terms and of the Additional Terms attached to this Work Order.

Further, Subcontractor's acceptance of final payment from Kleenco shall be deemed a waiver by Subcontractor of any and all claims against Kleenco and Kleenco's Customer including, but not limited to, claims for additional work and mechanic's lien claims.

Rev. 8/1/2016

#### **ADDITIONAL TERMS TO WORK ORDER AGREEMENT**

1. **Scope of Work.** Should Subcontractor's proposal be attached to this Work Order, then the scope of work contained in that proposal together with Kleenco's Customer's scope of work shall dictate what the Subcontractor's Scope of Work shall consist of. All other terms and conditions contained in Subcontractor's proposal are null and void and the terms and conditions applicable to the agreement between the Subcontractor and Kleenco are only those which are contained in this Work Order Agreement.
2. **Changes to the Work.** No deviations, changes, deletions or additions to the scope of Subcontractor's work, the fixed price amount or the payment for said work shall be approved, permitted or otherwise allowed UNLESS and UNTIL Subcontractor first receives a written change order signed by an authorized representative of Kleenco.
3. **Permits, licenses and underground utilities.** Any and all permits, licenses or fees required by any federal, state or local authority for the performance of Subcontractor's work shall be the sole responsibility of Subcontractor to obtain and shall be at Subcontractor's sole cost. **Subcontractor is solely responsible for determining whether or if its work will involve the disturbance of any plumbing, electrical or HVAC service lines within the walls, ceiling or floors and any underground utilities at the Customer's site. Should Subcontractor determine that electrical, plumbing, or HVAC service lines or underground utilities may be affected by the Subcontractor's work then, prior to any work being started, Subcontractor is responsible for ensuring that all such electrical, plumbing or HVAC service lines or underground utilities are properly located and marked. Any damage done to any plumbing, electrical or HVAC service lines or any underground utilities at the Customer site and any costs incurred by Kleenco or its Customer as a result of any damage done to the same as a result of the Subcontractor's work is the sole responsibility of Subcontractor.**
4. **Conditions for payment to Subcontractor.** Once Subcontractor's work is 100% complete, Kleenco may require that Subcontractor provide close out documents including before, during and after photos and a Work Completion Report ("WCR") in the form to be provided by Kleenco. Should Kleenco require these close out documents, Subcontractor agrees that the completion and submission of them to Kleenco is a condition precedent to Kleenco's obligation to pay Subcontractor for its work.
5. **Payment Terms.** At such time as Subcontractor's work is 100% complete and, where required, Subcontractor has submitted the required close out documents identified in paragraph 4, along with a signed lien waiver and Subcontractor's invoice to Kleenco. All invoices must contain an itemized list of the work performed, materials used, sale taxes and any travel or other charges for which the Subcontractor requests payment. The invoice, lien waiver and close out documents (when required) must be faxed or e-mailed to Kleenco no later than one (1) business day after Subcontractor's work is complete. The original close out documents, lien waiver and invoice should then be mailed to Kleenco at the office address listed on the Work Order. Kleenco will then pay Subcontractor's invoice within 30 days after Kleenco's receipt of the invoice.
6. **Warranty.** The Subcontractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by Kleenco's Customer or Kleenco, or (ii) within thirty (30) days after Subcontractor has completed its work, is known, observed or discovered by Subcontractor, Kleenco, or Kleenco's Customer to be defective. For the work performed by Subcontractor, Subcontractor warrants that all materials used in the performance of Subcontractor's work will be new and free from defects. In addition, for a period of one (1) year after payment for each such Work Order, Subcontractor warrants that all work covered by each such Work Order will be of good quality workmanship and free

from defects. Notwithstanding any other contract term, applicable statutes or law, Kleenco is not required to first give Subcontractor an opportunity to cure any defects in its work before resorting to either correcting the work itself or employing a third party to do so. In the event Kleenco incurs any costs to correct or complete Subcontractor's work, Kleenco shall be entitled to deduct such costs from any invoice or other payment owed to Subcontractor whether related to work under this Work Order Agreement or not.

7. Insurance requirements.

(a) Commercial General Liability. Subcontractor shall provide proof of commercial general liability coverage, covering claims for personal injury or damage to property to the extent such claims arise out of any negligent act or omission of Subcontractor or its respective employees, agents, subcontractors or material suppliers, with limits of \$1,000,000 per occurrence and \$3,000,000 in aggregate, with Kleenco named as an additional insured.

(b) Statutory worker's compensation coverage and employer's liability. Subcontractor shall provide proof of statutory worker's compensation coverage and employer's liability coverage in amounts as required by any state in which Subcontractor performs work for Kleenco with \$1,000,000 in employer's liability coverage and a waiver of subrogation where permitted by law.

(c) Auto Liability. Subcontractor shall provide proof of commercial automobile liability insurance coverage that covers claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned or hired vehicles, with \$1,000,000 per occurrence and \$2,000,000 in aggregate, together with any appropriate endorsements and coverage related to transportation of contaminants, with Kleenco as the certificate holder and named as an additional insured as evidenced by attached endorsement or blanket additional insured coverage provided by the policy. Defense costs shall not apply against coverage limits.

(d) Subcontractor's insurance shall be considered primary, non-contributory and not excess coverage. Subcontractor shall waive all rights of subrogation against Kleenco, its officers, directors, employees, insurers and agents and Kleenco's Customer.

8. Indemnification. Subcontractor shall at all times indemnify, defend and hold Kleenco, Kleenco's Customer and any of their respective subsidiaries and affiliates, and their respective successors, assign, transferees, officers, directors, shareholders, agents and employees ("Indemnified Parties") against and from any and all lawsuits, claims, actions, expenses (including reasonable attorney's fees and costs), damages (including punitive, consequential and exemplary damages), obligations, fines, personal injury (even if solely emotional in nature), death and damage to property ("Claims") to the extent arising out of or related to: (a) the acts, omissions, negligence or willful misconduct of Subcontractor, its employees, agents, representatives, independent contractors, suppliers, or subcontractors in connection with Subcontractor's work for Kleenco; (b) Subcontractor's breach, violation or default of this Agreement; or (c) any lien or claim or encumbrance in favor of any person or entity by reason of having provided labor, materials or equipment relating to Subcontractor's work.

9. Protection of Work and Property of Others. Subcontractor shall watch over, care for and protect from damage or injury by any cause whatsoever, all other Work, complete or otherwise, and all property, materials, supplies, tools, machinery and equipment at or near the Project belonging to other persons.

10. Safety Compliance. Subcontractor shall take all reasonable safety precautions with respect to his Work, shall comply with such safety measures and accident reporting procedures as may be required or initiated by Kleenco, Kleenco's customer or authorized third parties and shall comply with all applicable laws, rules, regulations and orders of any public authority for the safety of persons or property. Within 24 hours after any work site accident or injury, Subcontractor shall report any work site accident or

injury to Kleenco and shall, in all respects, comply with all OSHA requirements and the requirements of any state OSHA agency.

11. Subcontractor shall comply with all requirements of Kleenco's contracts with its Customer and with all federal, state or local laws in the performance of its Work and, in addition, acknowledges and agrees that it has and will continue to comply in all respects with all federal, state or local laws governing the employment of its workers including, but not limited to, federal immigration and naturalization laws.

12. Non-interference with business relationship. Subcontractor agrees that neither he nor any of his employees will communicate with nor discuss pricing with Kleenco's Customer. Likewise, Subcontractor shall not provide copies of invoices, field reports, field tickets or the like to Kleenco's Customer. Further, Subcontractor shall not solicit Kleenco's Customer (including its parent and affiliated companies) directly for work.

13. Entire agreement. This Work Order Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect.

14. Mediation. If a dispute arises, in whole or in part, out of or related to this Agreement, or after the date of this Agreement, between Subcontractor and Kleenco and, if the dispute cannot be settled through negotiation, Subcontractor agrees **prior to and as a condition of filing any lawsuit**, that it must first try in good faith to settle the dispute through mediation to be held in Indianapolis, Indiana and administered according to the Indiana Rules of Alternative Dispute Resolution. The results of mediation shall be binding only upon agreement of both parties. The costs of any mediation shall be shared equally by both parties.

15. Choice of Law and Venue. This Agreement shall be interpreted under and according to the laws of the State of Indiana. In the event a lawsuit is filed by either party to this Agreement the claims of which involve or in anyway relate to this Agreement or the Scope of Work then, such lawsuit must be filed, maintained and decided by either the United States District Court for the Southern District of Indiana, Indianapolis Division or the courts in Madison County, Indiana. Both parties hereby irrevocably agree to the personal jurisdiction of these courts and further agree to waive any forum non conveniens, improper venue or lack of personal jurisdiction claims concerning the filing or maintenance of a lawsuit in these courts.