



## MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is made effective the date set forth on the signature page of this MSA between SOUTHWEST WATER WORKS, LLC, an Oklahoma limited liability company (“SWWW” or “Company”), and the party identified as Contractor on the signature page of this MSA (herein after referred to as “Contractor”). SWWW and Contractor may be individually referred to as a “Party” or collectively as the “Parties.”

WHEREAS, Company is engaged in the business of operating, servicing, maintaining or constructing utilities on a contract basis for its own account, or for private companies, governments, municipalities, water districts, and other, or is engaged in the utility service and construction industry, and in the course of such operation regularly and customarily enters into contracts with independent contractors for the performance of construction and/or service relating thereto: and

WHEREAS, Company desires, as a matter of company policy, to establish and maintain an approved list of Contractors and to offer work or contracts to the Contractors who are included on such list: and

WHEREAS, Contractor represents it has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing work for the Company while observing all rules and regulations set forth for a contractor of its kind.

1. **Work.** Company is a utility construction business providing construction services on contract and otherwise for the state, municipalities, independent water districts, private parties, and the federal government. Company and Contractor agree that Contractor will perform such services (“Work”) from time to time as specified on a Company Work Order, an example of which is attached hereto as Exhibit “A.” While performing Work on behalf of Company, Contractor shall strictly comply with the Oklahoma Underground Facilities Damage Prevention Act and in every instance will provide or call for the proper authority or facility operator to identify underground utilities and/or facilities, in a time consistent with the notice required by the Act. Contractor acknowledges the basic requirement to contact OKIE 811 is the minimum standard and Contractor shall be liable for any underground facilities damaged by Contractor for failure to comply with the Act or the standards set forth by OKIE 811. All Work performed by Contractor on Company’s behalf shall be governed by this MSA regardless of whether a Company Work Order (i) is issued by Company, (ii) is Signed by Contractor, or (iii) specifically refers to this MSA.
2. **MINIMUM INSURANCE REQUIREMENTS FOR ALL CONTRACTORS AND SUBCONTRACTORS.** Contractor shall provide Certificates of Insurance to Company prior to commencement of any Work, whether under a Work Order or not, that shall show Company as an additional insured Party and indicate that each policy waives all rights of subrogation against Company for any and all Services performed on or behalf of Company. The following minimum limits shall be required to perform any Work for Company but may require additional coverage if specifically shown on a Work Order. Limits below are intended to set out the absolute minimum of required coverage:
  - a. General Liability with limits not less than \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
  - b. Automobile Liability with limits not less than \$1,000,000 Combined Single Limit.
  - c. Workers’ Compensation with limits of not less than \$1,000,000 Each Accident, \$1,000,000 Disease Policy Limit, \$1,000,000 Disease Each Employee.
  - d. Pollution and Railroad Liability with limits as required in the General Terms and Conditions.
3. **PAYMENT.** Company will pay Contractor for all Work according to the terms set out in the Company Work Order and as set forth in the General Terms and Conditions.
4. **TERM OF MSA.** The MSA shall be deemed to commence on the date set forth in the signature block below and continue for one (1) year (“Term”) and shall automatically renew for one (1) year periods thereafter unless terminated by either Party pursuant to the Terms of Service.

5. **EXPENSES:** Contractor will obtain Company authorization before making any commitments or actual expenditure that are not specifically called for on a Company Work Order. Contractor will maintain records of all costs and expenses incurred in the performance of the Work and submit to Company upon completion of Work in accordance with the Terms of Service.
  
6. **INCORPORATION OF TERMS OF SERVICE.** THE GENERAL TERMS AND CONDITIONS AVAILABLE AT [WWW.SWWWATERWORKS.COM/TERMSOFSERVICE](http://WWW.SWWWATERWORKS.COM/TERMSOFSERVICE), AS MAY BE AMENDED FROM TIME TO TIME WITH OR WITHOUT NOTICE TO CONTRACTOR, ARE EXPRESSLY INCORPORATED AND MADE PART OF THIS MSA BY REFERENCE. CONTRACTOR REPRESENTS THAT IT HAS REVIEWED THE GENERAL TERMS AND CONDITIONS AND ACKNOWLEDGES THAT THE PARTIES' RIGHTS AND OBLIGATIONS UNDER THIS MSA ARE SUBJECT TO THE STRICT APPLICATION OF THE TERMS OF SERVICE.
  
7. **MISCELLANEOUS.**
  - a. Enforceability. This MSA and the General Terms and Conditions are binding upon, inure to the benefit of, and is enforceable by Company, Contractor, and their respective legal representatives, assigns and successors in interest.
  - b. Assignment. Neither Party may assign this MSA, in whole or in part, without the prior written consent of the other Party.
  - c. Amendment. Any amendments or changes to this MSA shall be in writing with an express indication of an intent to amend this MSA and will not be effective until signed by both Parties.
  - d. Governing Law. This MSA will be governed, to the extent permissible, by the laws of the State of Oklahoma without regard to the principles of conflicts of law.
  - e. Entire Agreement. This MSA, including the General Terms and Conditions, and any other Company policy or terms that are incorporated herein by reference, contains the entire, full and complete agreement between Contractor and Company concerning any Work provided by Contractor and supersedes all other oral or written communications relating thereto.
  - f. Authorization and Authorized Contact. The Parties acknowledge that they are duly authorized by appropriate corporate action to enter into this MSA, and their duly authorized agents have signed this MSA to act on behalf of the respective Parties. The Parties shall designate at least one authorized contact person on a Work Order, with whom the Parties shall communicate regarding the Work provided to Contractor by Company ("Authorized Contact"). Each Authorized Contact shall be a duly authorized agent to act on behalf of the respective Parties, and Company shall rely on the authority of Contractor's Authorized Contact in performing Work pursuant to this MSA. Upon written notice, either Party may change the Authorized Contact and may designate additional Authorized Contacts with authority to act on behalf of such Party.

The Parties to this Master Services Agreement indicate their agreement with these terms through their signatures below.

**COMPANY:**

Southwest Water Works, LLC

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

Paul Matthews, Manager

Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
[Company Name]

a(n) \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
[Address]



EXHIBIT "A"

COMPANY WORK ORDER

**Project Detail:**

Project # \_\_\_\_\_

Start Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Address or Location Description \_\_\_\_\_

SWWW Authorized Contact Name: \_\_\_\_\_ SWWW Authorized Contact Email: \_\_\_\_\_

SWWW Authorized Contact Phone Number: \_\_\_\_\_

**Contractor Details:**

Authorized Contact Name: \_\_\_\_\_ Authorized Contact Email: \_\_\_\_\_

Authorized Contact Phone Number: \_\_\_\_\_

Verbal/Oral notification shall only be effective if given by the Authorized Contact

**Project Material Requirements:**

Describe materials in units and costs per unit including manufacturer or brand if applicable

Cost of Materials \$ \_\_\_\_\_

**Furnish and Ship to: C/O Southwest Water Works (enter address of job-site or warehouse below):**

**Project Labor Requirements:**

Describe the project to be completed

Describe labor required and the applicable rate for each different rate classification

Total Labor Costs \$ \_\_\_\_\_

**Additional Costs**

Describe any Additional Costs not shown above (rentals, fuel, overhead, general conditions, etc.)

Additional Cost total \$ \_\_\_\_\_

Total Project Costs of Materials, Labor, and Additional Cost \$ \_\_\_\_\_

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Effective Date