

# Siteline Construction Group, Inc.

## INDEPENDENT SUBCONTRACTOR PACKET

### INDEPENDANT SUBCONTRACTOR

Performance Standards & Subcontractor Agreement

#### Subcontractor/Vendor Company \*

Name                      Company Name

#### Company Email \*

example@example.com

#### Company Phone \*

Please enter a valid phone number.

**1. Agreement:** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Subcontractor hereby agrees that it will abide by these Master Terms and Conditions. Each Project shall be considered an individual Project and contract. It is understood and agreed to by Subcontractor that Payment for its work shall be determined on an individual Project basis and shall be submitted to NBC prior to commencement of each individual Project. Failure of price submittal prior to commencement shall not relieve the Subcontractor of the obligations contained herein.

**2. Indemnity:** Subcontractor agrees to indemnify, hold harmless and defend NBC, its officers, directors, shareholders, employees, agents, successors and assigns, of and any and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, liabilities, expenses, losses, damages, claims and demands whatsoever, in law or in equity, which may be alleged, claimed, brought and/or prosecuted by any person or entity, against NBC in any way related to, arising out of, and/or prosecuted by any person or entity, against NBC in any way related to, arising out of, and/or incident to Subcontractor's performance of subcontract work for NBC. The indemnity, hold harmless and defend provisions herein shall include all out of pocket expenses, including by way of illustration without limiting the foregoing, actual attorney fees incurred by or on behalf of NBC.

### 3. Insurance Requirements

a. Certificate of Insurance for General Liability completed in its entirety and signed. Binders are not acceptable.

b. Prior to start of the Subcontractor's work, the Subcontractor shall procure, maintain in full force and effect and provide written evidence of all insurance. All such Insurance policies should provide SCG as an additional Insured and/or as the loss payee. If at any time during a Project the Subcontractor's insurance lapses, Thirty (30%) Percent of the Contract sum will be permanently withheld from Subcontractor payments unless a current certificate of insurance noting the proper limits of both General Liability and Worker's Compensation Insurance is received by SCG. Insurance limits of liability should be not less than the following:

**I. Comprehensive General Liability including completed operations as follows:**

Bodily Injury \$1,000,000 Each Person  
\$1,000,000 Each Occurrence  
Property Damage \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

**II. Workers Compensation:**

Workers Comp \$500,000 per claim

III. Subcontractor agrees to furnish SCG with all such Workers Compensation insurance policies. Further Subcontractor agrees that it bears the sole responsibility of providing Workers Compensations to its employees and agrees to it will hold SCG harmless for any associated damages due to a lapse or failure of Subcontractor to maintain limits of liability as set forth in Section 2.2.

IV. In the event the Subcontractor does not carry Workers Compensation or General Liability, SCG will withhold payment equal to the percentage the insurance company sets forth for the type of work the subcontractor performs.

**EXTREMELY IMPORTANT:** Siteline Construction, Inc., must be named as an Additional Insured and reflected in Certificate Holder section of the certificate. In addition, in the Description of Operations section of the certificate, we require that the following statement be added:

"Siteline Construction, Inc., its subsidiaries and affiliated companies as Owner and General Contractor as Additional Insured"

**4. Subcontractor Performance Standards:** The Subcontractor is to furnish all labor, tools, fastening devices, full time supervision, equipment, and anything else necessary to provide strict compliance with all Performance Standards and Scopes of Work. The Subcontractor will comply with all of the SCG Subcontractor Agreement, Water Intrusion Program, Safety Policy, and any applicable Federal, State, and Municipality codes, laws and regulations, as well as all OSHA and state safety regulations. The Subcontractor agrees to complete all work per the construction schedule issued by SCG. Subcontractor understands that customer satisfaction is a top priority of SCG and agrees to make it a top priority, as well.

**5. Quality Specifications:** The Subcontractor will perform work in compliance to the Subcontractor Performance Standards with the labor and materials being installed with the following minimum tolerances:

- a. The Subcontractor is responsible for the full-time onsite supervision of their employees or subcontractors.
- b. The Subcontractor will inspect their own work for defects and quality issues and will take appropriate measures to correct defects and to provide a defect-free product.
- c. Work will be complete per the Scope of Work prior to submission of any invoices. All work found to be non-compliant with the Scope of Work will be brought to the attention of the Subcontractor and must be corrected and brought into compliance within 48 hours of notification.

**6. Safety Specifications:** The Subcontractor will perform the Scope of Work in a safe manner with the following standards:

- a. All power saws will have guards in place and be properly operational.
- b. All power tools will be properly maintained and functioning as per the manufacturer's specifications.
- c. All pertinent safety regulations stipulated both by SCG and OSHA will be adhered to rigidly by the Subcontractor. In addition, all safety precautions noted on the manufacturer's product data sheets and labels will be observed for both material and equipment.
- d. If applicable, the Subcontractor will erect and maintain all required safety rails as required by OSHA, during construction, and will immediately repair any safety rails damaged by subcontractors.
- e. The Subcontractor will provide and maintain current Material Safety Data Sheets (MSDS) for all hazardous chemicals that may be brought onto any SCG job site. The Subcontractor will also be responsible for:
- f. Transmitting their hazardous material information to SCG employees;
- g. Developing training programs for their employees, to inform them with regard to all hazardous chemicals related to their work;
- h. Labeling all hazardous chemicals brought onto a SCG job site, in accordance with the applicable OSHA requirements.
- i. Informing SCG employees that MSDS's, pertaining to hazardous chemicals used during other phases of construction, are available at the request of SCG
- j. No smoking is permitted in the home or building at any time.

**7. EPA:** The Subcontractor will comply with all Environmental Protection Agency (EPA) Federal regulations when on a SCG job site, within SCG subdivisions, or when disposing of any material purchased by SCG or used on a SCG job site.

**8. Pricing:** Refer to Subcontractor Agreement for procedural information. For contract schedule of values, refer to labor price agreement, bid document, or Siteline Construction P.O. and/or Schedule A, as applicable.

**9. Plans and Specifications:** Contract value is based upon current plans and building specifications issued by SCG. Any deviation from the above referenced plans and building specifications issued without written approval from SCG will be the responsibility of the Subcontractor to repair physically or financially.

## **10. General Conditions:**

a. Cleanup:

i. The Subcontractor will remain responsible for the daily cleanup and removal of all debris and trash (i.e. drinking water bottles, buckets, boxes, scrap materials, cigarette butts, etc.) from their respective work area to the nearest trash bin. If for any reason the Subcontractor fails to perform daily cleanup of their work area, the SCG Project Manager and/or SCG Site Supervisor will perform the necessary cleanup and deduct sufficient monies from monies due the Subcontractor to cover the cost of cleanup. Non-compliance may result in fines in addition to clean up charges. Repeated non-compliance may result in contract termination as deemed appropriate by SCG.

ii. Unless contract specifically states otherwise it is the responsibility of subcontractor to protect the surrounding work areas to limit the spread of dust, debris, paint splatter, odors, mold, moisture, crawl space air or other air particulates by use of poly barriers, floor protection and/or other barriers to protect contents of the jobsite. Failure by subcontractor to adhere to these measures may result in back charges and/or termination of this agreement.

iii. The Subcontractor will notify the SCG Project Manager and/or SCG Site Supervisor in the event that the house is not clean before commencing work. If notification is not provided, the Subcontractor will be responsible for the clean-up of all trash etc. as left by other Subcontractors, regardless of house and lot cleanliness.

b. Customer Service:

i. The Subcontractor will respond to all pre-settlement and non-emergency customer service requests within forty-eight (48) hours.

ii. Failure to comply within forty-eight (48) hours of notification by either facsimile, e-mail, or phone call and thus minimizing hardship and inconvenience to the homeowner, will result in SCG completing the work and back charging the cost to the Subcontractor.

iii. True emergencies are to be responded to immediately. Emergencies include, but are not limited to, items such as air/heat not working, water leaks, electrical issues, and any other item that could be considered imminent to life safety or property damage issues.

iv. It is the Subcontractor's responsibility to keep SCG updated of any and all emergency numbers.

## **11. Warranty:**

a. The Subcontractor will be responsible for all customer service and walkthrough items, as well as, all deficiencies in labor and materials supplied by Subcontractor pertaining to their scope of work/contract for one (1) year from closing of the house and/or the requirements of the local or state jurisdiction, whichever is greater, as well as, the Home Builder's Limited Warranty.

b. Manufacturer's warranty that exceeds (1) year will apply to all items as stated by the manufacturer.

**12. Water Intrusion:** The Subcontractor will perform their Scope of Work in a manner in which will not compromise the integrity of a watertight home in accordance with the following standards:

- a. Report any and all water leaks to the SCG Project Manager and/or SCG Site Supervisor immediately.
- b. Protect the interior of the home from weather events that could cause water to enter the home. Weather forecasts should be known and proper procedures in place.
- c. The exterior of a home needs to be covered, protected or sealed if a weather event is imminent.
- d. Look for signs of moisture and mold. When mold is suspected, immediately report it to a SCG Construction Management Associate.
- e. All materials will be mold free.
- f. All materials will be stored in a way to prevent them from getting wet and promoting mold growth.

**13. Cutting and Patching:**

- a. All cuts in I-joist webs will be in accordance with the manufacturer's hole cutting schedule.
- b. Any cuts in framing members will be approved by the SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR, and sufficiently and properly repaired.
- c. The Subcontractor will not cut, drill, notch or displace any gusset/nail plates on any floor or roof trusses. In addition, under no circumstance will the top or bottom chords of any I-joists be disturbed.
- d. The cost of any and all repairs including, but not limited to, engineering costs will be the sole responsibility of the Subcontractor that damaged the truss, or I-joist.

**14. Drawings:** The Subcontractor will be responsible for securing up-to-date construction drawings, specifications, detail sheets, and selection sheets. Prior to commencing work on each job site these may be obtained from the SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR.

**15. Meetings:**

- a. The Subcontractors and their employees will attend any requested SCG training seminars as required and per scheduled notice.
- b. The Subcontractor will attend weekly community safety meetings/toolbox talks and production meetings scheduled by SCG as required and per scheduled notice.

**16. Access:**

- a. The Subcontractor will not drive or park vehicles on driveways, yards, or in garages except to load/unload materials and only with the express permission of the SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR. If damage occurs, the Subcontractor will be responsible for all repairs.
- b. The Subcontractor will not disturb any sediment control devices including, but not limited to, the silt fence, curlex, diversion dikes, and inlet protection systems. If damage occurs, the Subcontractor will be responsible for all repairs.
- c. The Subcontractor will cross curbs only at the designated areas and only with prior permission from the SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR.
- d. The Subcontractor will not walk on any concrete that looks recently poured. If in doubt, the Subcontractor will ask the SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR. If damage occurs, the subcontractor will be responsible for all repairs.
- e. The Subcontractor acknowledges that if there are problems with concrete (i.e. cracking, oil drips, footprints, scratches, etc.), as a result of the Subcontractor being on these surfaces, the Subcontractor will be responsible for repairs or replacement.
- f. The Subcontractor will completely clean off the tires of all vehicles or machines prior to driving on any paved surface. The Subcontractor will be solely responsible for the immediate removal of any dirt, gravel, mud, and/or mud clods that end up on any paved surface, due to their failure to adequately clean tires and/or tracks.

**17. Back Charges:**

- a. The SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR will give proper notice of repair to Subcontractor's failure to comply within forty-eight (48) hours of notification, either via facsimile, e-mail, or phone call. This will result in SCG completing the work and back charging the cost to the Subcontractor.
- b. The SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR will have the final word on all back charges.
- c. SCG reserves the right to include management labor charges when considering back charges to offset additional charges.

**18. Subcontractor Supplied Materials:**

- a. The Subcontractor will exercise due care in the use of materials provided by SCG and will be responsible for any misuse or expected waste of said materials. All materials will be installed in a workman-like manner, consistent with the manufacturer's specifications, the manufacturer's installation instructions, as well as, recognized building standards and practices.
- b. Unused materials will be neatly stacked and properly protected on site, in a manner which is consistent with the SCG water intrusion program. Location is to be coordinated with the SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR.

**19. Quality:**

- a. The Subcontractor will achieve "First Time Quality".
- b. It will be the sole responsibility of the Subcontractor to identify and correct all defects to assure "First Time Quality".
- c. All work will be representative of the best of the trade and will include, but not be limited to, their signed Subcontractor Performance Standard and Phase Sheet/Scope of Work. Failure of the Subcontractor to notify SCG of problem areas prior to commencement of work, will indicate acceptance of previous work done by other Subcontractors, as well as, full responsibility for the installation of the work being performed by themselves.
- d. The Subcontractor will be responsible for making any adjustments or corrections of their own error, as necessary, to comply with plans, specifications, code inspections, testing and/or third-party inspections performed by in SCG., including the cost of materials, labor, equipment, and re-inspection fees.
- e. The Subcontractor will be responsible for repairing or replacing and the costs incurred therein with any work performed as a result of defective materials or labor.
- f. The Subcontractor will inspect their own work for defects and quality issues and will take appropriate measures to correct defects and provide a defect-free scope of work.
- g. The Subcontractor has included in their Scope of Work the quality control process as outlined below:
- h. At a minimum, their program will develop quality control checklists, a quality assurance review process, quality control audits and proper ongoing training to all of the trade partner's employees and Subcontractors in their trade to assure "First Time Quality".

**20. Schedule:** The Subcontractor will adhere to the weekly SCG Production Schedule and promptly notify the SCG Project Manager and/or SCG Site Supervisor of any scheduling conflicts

## **21. Miscellaneous Performance Standards:**

- a. The Subcontractor will perform their work in such a manner to achieve “clean site, done right, on time”.
- b. Before commencing work on any SCG job site, regardless of Division or location, the Subcontractor will accept total responsibility under the latest signed contract, contract addendums, prices and Phase Sheet/Scope of Work and current plans. The selection sheet shall be verified with SCG PROJECT MANAGER AND/OR SCG SITE SUPERVISOR.
- c. The Subcontractor will be responsible for the timely notification of the appropriate utility location service as required by local or state law, prior to beginning of any underground work. Under no circumstance will any underground work occur before utilities are marked.
- d. At no time will the Subcontractor negotiate and/or perform work for Siteline customers. If a customer solicits work from a Siteline subcontractor or vendor, it should be brought to the attention of the SCG Project Manager and/or SCG Site Supervisor immediately. Violation of this rule will result in the termination of the Subcontractor.
- e. The Subcontractor will respect the installation of the prior trades’ work while performing their work. Any damages to existing work that, in the SCG Project Manager and/or SCG Site Supervisor ’s judgment, should have been avoided will be back charged to the offending Subcontractor.
- f. The Subcontractor will follow SCG Work Rules posted in each jobsite. Projects under construction are SCG job sites and will be respected at all times. At a minimum these rules will include:
  - i. No smoking, drinking, or eating in the house or building at any time.
  - ii. No profane or inappropriate language.
  - iii. No tools on finished surfaces and no shoes on any finished flooring installed.
  - iv. No bathrooms are to be used in any house at any time.
  - v. No appliances will be used for any reason.
- g. At the end of day, the last Subcontractor in the home will be responsible for securing the home, including closing and locking all windows and doors, where applicable, to ensure the home is secured.

**The Subcontractor Performance Standards defined above will be considered an integral part of the Subcontractor Agreement referenced above. SCG reserves the right to modify and/or amend the above Performance Standards at any time and will notify the Subcontractor as soon as any change is initiated.**

## **22. Entire Agreement:**

- a. Sole Agreement: This Agreement contains the parties' sole and entire agreement regarding the subject matter hereof and supersedes any and all other agreements between them.
- b. No Reliance: The parties further acknowledge that any statements or representations that may have been made by any of them to the others are void and of no effect. No party has relied on any such statements or representations in dealing with the other(s).



**23. Governing Law:** This agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

**24. Venue:** Both parties further agree that should suit arise the proper venue is Charleston County.

**25. Attorney's Fees and Costs:** In the event of default by Subcontractor, SCG will be entitled to all Attorney's Fees and Costs in enforcing this Agreement. The aggregate amount of all fees and expenses for which SCG is entitled shall be added to and become a part of any judgment entered against Subcontractor and in favor of SCG.

**26. Survival:** In the event any clause or provision of this Contract shall be held to be invalid, then the remaining clauses and provisions shall nevertheless be and remain in full force and effect.

**27. Binding Effect:** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators, and assigns.

**28. Notices:** All notices which may be required under this Contract are to be in writing and delivered:

- a. to the attention of the party at the address listed on the signature page; or
- b. by email to the email address on the signature page; or
- c. mailed by certified mail, postage prepaid, to the address listed on the signature page.
- d. All notices shall be deemed served upon delivery, successful transmission, or Five (5) days following deposit of the notice in the U.S. mail as required herein.

**Title & Company Name: \***

Title                      Company Name

**Title & Company Name: \***

Owner                      Sitrine Construction Group