



SUBCONTRACTOR PACKET

Name of Business: _____

Principal: _____

Address: _____

Website: _____ Email address: _____

Office Phone: _____ Mobile/Cell: _____

Construction Contractors Board Number (If Applicable): Renewal Date: _____

Federal Employer ID or SSN (For 1099M reporting.):

Complete and return the following items before work begins:

This Packet

Subcontractor Agreement and Conditions (Attached)

Form W-9 (Attached)

Other Items

- Copy of any associated work order or agreement (if applicable)
- Copy of your CCB Registration Certificate
- Copy of Certificate of Liability Insurance naming Ziebart Construction as Add'l Insured

Subcontractor shall provide a Certificate of Insurance prior to starting work. Ziebart Construction shall be added as an Additional Insured on each subcontractor general liability policy, verified by a Certificate of Insurance showing the endorsement number and receipt of the Additional Insured form. Limits on the Subcontractor's General Liability for Premises/Operations and Products/Completed Operations shall be equal to or greater than the Contractor's limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate.



SUBCONTRACTOR AGREEMENT AND CONDITIONS

SCOPE OF WORK

All work items are delineated in the attached Proposal #/ Work Order #

PROVISIONS

The following general provisions apply to all work done for Ziebart Construction (hereinafter referred to as ZCON) now and in the future by Subcontractor or Subcontractor's employees. By doing such work, Subcontractor agrees to these terms and conditions. No promise or condition not contained herein, or waiver, alteration or modification hereof shall be valid unless stated in writing, signed by both parties, and specifically mentions that it modifies these general terms and conditions. ZCON acceptance of any written documents submitted by Subcontractor shall be deemed only to constitute a specification of the work to be done there under for a specific project, and shall not result in the change of these terms unless expressly agreed to in writing as set out above.

I, Subcontractor agree to comply with the following standards when on a job site for Ziebart Construction, the Prime Contractor. This agreement also applies to all of my employees:

1. Ownership: Ziebart Construction does not own any of the properties under work contract. As the Primary Contractor hired by the homeowner, ZCON may engage sub-contractor agreements prepared by hired subcontractors as "Homeowner".
2. Non-Compete: Subcontractor will not in any circumstance discuss work or work for the client of Ziebart Construction directly for a period of 7 years without written permission from Ziebart Construction.
3. Subcontractor will work from the "permitted" drawings and will request a copy of these from Ziebart Construction should these not be in the Subcontractor's possession when the job starts. Please verify with the Lead Carpenter/Supervisor representing Ziebart Construction
4. Subcontractor shall guarantee their work against all defects of material for a period of no less than two years and workmanship for a period of not less than three years from the performance of such work. Subcontractor will perform any call back or warranty work within 2 weeks of date call back requested.
5. If a Subcontractor is going to be late for scheduled work, he/she must call Ziebart Construction's job supervisor no later than 7:30 am the day the work is scheduled.
6. Subcontractor must submit a written proposal, price and this COMPLETED subcontractor packet before work begins - NO EXCEPTIONS.
7. Subcontractor must have an active Oregon contractor license, bond and liability insurance. Subcontractor must be in compliance with all CCB requirements. Subcontractor must carry worker's compensation (unless exempt). Proof must be submitted to Ziebart Construction before work begins.
8. Subcontractor will be responsible for the delivery, unloading, protection and insurance coverage of your materials and equipment.
9. Subcontractor will observe and be in compliance with all Federal, State and local safety rules of their trade. The safety of your employees is your responsibility. Please regularly inspect the job site, the equipment, etc. for any visible safety hazards and immediately correct any safety violations. All OSHA regulations must be followed.
10. Subcontractor will clean up their trash, sawdust and messes and remove it from the jobsite daily, leaving the job site broom clean. If Ziebart Construction is required to clean up after the Subcontractor the sum of \$100 per hour will be charged and deducted from monies due the Subcontractor by ZCON.
11. Subcontractor is responsible for the cost to repair any damage on a ZCON jobsite caused by Subcontractor. Ziebart Construction reserves the right to deduct these costs from monies owed the Subcontractor.
12. You are a GUEST in our client's house: *No alcohol or drugs. * Be neat & professional. * No foul language. * No animals on job site.
13. Music on the jobsite is at the Supervisor's discretion and, if allowed, will be kept at a low level.
14. No smoking inside the client's home, garage or near open doors or windows. All cigarette/other tobacco butts to be removed from the jobsite.
15. Subcontractor will respect the client's bathrooms, parking spaces, etc.



- 16. Any deviation from the plans and/or Subcontractor agreement, including requests by the client, must be agreed upon in writing by a representative from Ziebart Construction and signed by the client or Ziebart Construction will not be responsible for payment of additional work.
- 17. Subcontractor will always lock and secure the premises when they leave.
- 18. Subcontractor agree to return calls to all representatives of Ziebart Construction in a timely manner.
- 19. No pricing should ever be given to or discussed with the client.
- 20. No posting a jobsite sign of subcontractors' company without permission.
- 21. Subcontractor must include job name or address on all invoices submitted for payment.
- 24. Subcontractor may not subcontract out or "assign" any part of the work contracted with ZCON unless given permission in writing. All work on ZCON job sites must be done by Subcontractor or Subcontractor's employees.

CONDITIONS

[A] Worksite timeline and performance: Subcontractor shall cooperate with ZCON and other tradesmen in scheduling and performing work so as not to interfere with the progress of the work being done by other tradesmen or by ZCON. Subcontractor shall examine the existing job conditions and shall report any discrepancies to ZCON. Subcontractors shall take such precautions as necessary to protect the work, finished or not, of other tradesmen. Subcontractor shall complete all work in a neat and workmanlike manner and shall keep the structure and premises clear of debris, leaving the job site broom clean at the end of each day's work. Failure to remove debris shall entitle ZCON to have such work done and to charge the Subcontractor the cost of it. **[B] Inspection:** Subcontractor shall notify ZCON when their part of the job is ready for inspection. **[C] Safety and Regulatory Compliance and concealed hazards:** Subcontractor shall comply with all statutory, regulatory and/or contractual safety requirements applying to Subcontractor's work and shall report immediately to ZCON any injuries while working on any ZCON project. Subcontractor is responsible for Oregon OSHA compliance, and any consequences arising from noncompliance in Subcontractor's work. Subcontractor agrees to indemnify, defend and hold ZCON harmless from all consequences, foreseeable or remote, arising from Subcontractor's safety and employment practices. Subcontractor shall fully comply with all applicable federal, state, and local laws, codes, ordinances and governments. Subcontractor shall give adequate notice relating to the work to proper authorities and secure and pay for all necessary licenses or permits, if any are required for Subcontractor to do the work described in the contract, documents, or as applicable to this subcontract. Subcontractor agrees to revise any work found noncompliant in order to meet City, County, State and Federal laws. Subcontractor agrees to notify ZCON of any concealed conditions or hazards encountered while doing their work. ZCON will present the Client with an AWO to correct these concealed conditions or hazards if required by law or desired by the Client. If Subcontractor fails to notify ZCON, Subcontractor will hold ZCON harmless for future claims of warranty. Subcontractor agrees to arbitrate with the Client should issues arise relating to lack of disclosure concerning the above. **[D] CCB Status:** Subcontractor agrees to maintain an active Construction Contractor's Board (CCB) registration and to inform ZCON immediately of any changes in Subcontractor's form of business, worker's compensation status, or any other condition which may affect the status of Subcontractor's CCB registration. **[E] Job Site Standards:** Subcontractor agrees to follow the standards of the ZCON Contractor/Subcontractor Jobsite Standards agreement included with this paperwork when on a ZCON job site. **[F] Billing, payment and Liens:** Subcontractor shall provide ZCON with billing invoices supported by documentation of work done and materials purchased, and ZCON shall make payments based upon such invoices and documentation, and upon its observation of work actually completed. Subcontractor shall provide lien releases to the extent of work paid for, if requested. Subcontractor shall submit all billings before job closing; otherwise, ZCON shall be excused from payment thereof. Should any dispute arise hereunder, Subcontractor agrees to continue performance of work required by this subcontract and by the plans, without prejudice to the project. Subcontractor retains the right to deliver lien notices to a Client and the Client's mortgagor(s), and to file a construction lien, pursuant to ORS Chapter 87. Subcontractor agrees to provide ZCON with copies of all such notices, filings, and failing to do so, agrees to hold ZCON harmless from all expenses arising there from regardless of ultimate lien liability. **[G] Dispute Resolution Expense:** If any subcontract for a specific project subject to these provisions including, but not limited to disputes between ZCON and Client which involve Subcontractor's work, is referred to an attorney for enforcement, or referred to arbitration, or to any other administrative body, or requires any additional expense whatsoever for resolution, the party not prevailing agrees to pay all of the prevailing party's actual court, or other administrative body or arbitration expenses, costs, and disbursements, in addition to all other sums provided by law or administrative rule. **[H] Arbitration:** Should any issue arising out of this subcontract be referred for arbitration, the Subcontractor agrees to use the services of the Marion/Polk Homebuilders Association. If for any reason the Marion/Polk Homebuilders Association would not be available for arbitration the Subcontractor agrees to use Arbitration Service of Portland for arbitration. Should neither of these services be available, the individual seeking arbitration has the right to choose the service to provide arbitration. **[I] Subcontracting:** Subcontractor may not subcontract out or "assign" any part of the work agreed upon by ZCON and Subcontractor. All work on ZCON job sites must be done by Subcontractor or Subcontractor's employees. **[J] Hold Harmless** To the fullest extent of the law, subcontractor agrees to defend, indemnify, and hold Ziebart Construction harmless and, if requested by Ziebart Construction, the Owner, their consultants, agents and employees of any of them, from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, for or on account of injury to or death of persons, including subcontractor's employees, subcontractor's subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, but only to the extent that the injury or damage is caused by the subcontractor's negligence or by the negligence of those acting on behalf of the subcontractor. Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws. **[K] Insurance Requirements** Subcontractor shall provide a Certificate of Insurance prior to starting work. Ziebart Construction shall be added as an Additional Insured on each subcontractor GL policy, verified by a Certificate of Insurance and receipt of the Additional Insured form. Limits on the Subcontractor's General Liability for Premises/Operations and Products/Completed Operations shall be equal to or greater than the Contractor's limits of \$1,000,000 per Occurrence. The Certificate of Insurance shall also give evidence of Workers Compensation coverage if the subcontractor has employees. Workers Compensation shall provide Waiver of Subrogation in favor of Ziebart Construction.

ACCEPTANCE:

[Redacted signature line]

Signed

[Redacted signature line]

Date

Subcontractor Name

Subcontractor Initials: [Redacted]



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.