



Habitat for Humanity®

of Madison & Clark Counties

**Subcontractor
Orientation**

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contractors circle

Donate building materials or professional labor and become a member of Habitat's Contractors Circle!

The **contractors circle** is our way of **recognizing** the contractors and professional trades whose contributions help fulfill the Habitat mission to build safe and affordable housing.

your partnership and contribution will:

- Transform neighborhoods in Madison & Clark Counties
- Strengthen the sense of teamwork and purpose in your company
- Target new customers
- Expand your visibility within Habitat's vast network of volunteers, donors and partners

When you co-brand with Habitat for Humanity, the 10th largest home builder in the country and the 2016 brand of the year, you are creating a tangible, competitive point of difference.



brand of the year 2016

Non-Profit Social Services

What value donation gets me a Contractors Circle membership? Hope Builder Value: \$2,500 Value!

contractors circle benefits:

As a co-branding partner, you will receive:

- Website recognition listing to your business on habitatmadisonclark.org for 1 year
- Exclusive HfHMCC Preferred Vendor window stickers for your fleet or office
- Recognition in HfHMCC newsletter for 1 year (sent to over 1000 supporters)
- Recognition on signage in our ReStore for 1 year (#### customers annually)
- Certificate of Appreciation that can be displayed in your store

type of gifts:

Members of the Contractors Circle sponsor Habitat's homebuilding program in the form of donated skilled labor, building materials or priority Habitat pricing.

Siding, Lumber, Labor, Classes or How-To's, Shingles, Concrete, Insulation, Windows, Drywall and more.

To learn how you can become part of the Habitat for Humanity Contractors Circle, contact:

Nick Ray, Director of Construction

859-408-1504

859-625-9208



Subcontract Agreement

This agreement is between Habitat for Humanity of Madison & Clark Counties (Habitat) and _____, hereinafter referred to as Subcontractor.

Attachments:

- Appendix A- Scope of Work
- Appendix B- Habitat General Job Site Safety Requirements
- W-9 Form

Return to Habitat before beginning work:

- Completed W-9 Form
- Signed Subcontractor Agreement
- Proof of Liability Insurance
- Proof of Worker's Compensation Insurance

The Subcontractor agrees to:

1. The Subcontractor is responsible for reviewing the site and becoming familiar with all existing conditions within and around the project including local conditions and requirements. If any digging is required of the Subcontractor to complete its portion of the work, it is the Subcontractors responsibility to contact "811" prior to their work start date. Any utility lines found must be reported to Habitat.
2. Each Subcontractor shall coordinate all work of other trades through Habitat for proper function and sequence to avoid construction delays and omit conflicts.
3. Each Subcontractor shall field verify dimensions, materials and conditions, if applicable.
4. The Subcontractor agrees to begin and complete said work on each project as agreed with Habitat. All work is to be performed in a professional, high quality manner. Any deficiencies in work or materials shall be remedied promptly by the Subcontractor at the Subcontractor's expense.
5. The Subcontractor agrees to furnish all materials, unless otherwise noted, and perform all work necessary to complete the project(s) described herein. Habitat does not guarantee a set number of projects will be awarded to the Subcontractor in any given year.
6. On-site storage locations of all needed materials, equipment, and operations must be coordinated with Habitat and with approval of storage location by Habitat in advance.
7. Each Subcontractor shall be responsible for the protection of its own materials, tools, equipment, and finish work until final inspection.
8. Each Subcontractor shall take precautions to prevent damage to any other finished products. If any damage occurs, the Subcontractor causing the damage shall be responsible for the cost of replacement.
9. Habitat is not liable for uninstalled materials the Subcontractor leaves on site.
10. Unless specifically indicated otherwise, each Subcontractor is responsible for all detailed layout and grade from the indicated benchmark and control lines.
11. Contractors shall adhere to Scope of Work requirements, identified as **Appendix A and attached to this document**
12. All work is to comply with the rules and regulations of governing bodies having jurisdiction. Skilled trade's workers having experience in performing each type of work shall perform the work.
13. No payments will be made until the Subcontractor has completed the work to the full satisfaction of Habitat and has provided all required inspection certificates by the Subcontractor at the Subcontractor's expense. Upon completion of the work, the contractor shall notify Habitat, in writing that the work has been completed and the inspection, if applicable, has passed. The inspection sticker must be on site before payment will be processed. Our payments are dispersed within 30 days.
14. Subcontractors shall provide updated insurance certificates to Habitat immediately following policy renewal dates.
15. Invoices are required for donated product and services. These invoices shall recognize and list all donations with assigned fair market value and a deduction for the donation at the same value.
16. Invoices must include the name and mailing address of the subcontractor, a unique invoice number, and the address where work was performed.
17. Habitat must have a completed W-9 on file prior to issuance of the first payment.

18. No extra work or changes under this contract will be recognized or paid for, unless the extra work or changes are agreed to, in writing, by Habitat prior to assignment of the work.
19. Under OSHA requirements, every employer is responsible for their own employees' safety. Subcontractors are responsible for their employees. Subcontractors must see that employees are properly trained and outfitted to do their jobs in an acceptable and safe manner. Subcontractor employees must abide by Habitat safety policies. **Appendix B attached to this document is a copy of Habitat's General Job Site Safety Requirements.**
20. Each Subcontractor will provide their own weather protection and temporary heat for their portion of the work.
21. All workers, including equipment operators and truck drivers on the site, are required to wear hard hats, safety glasses and clothing appropriate to ensure safe operations when necessary according to OSHA regulations and Habitat Safety Policy.
22. Subcontractors are required to secure the house prior to leaving the site on each visit.
23. All accidents and safety incidents shall be reported to Habitat immediately
24. Subcontractors are required to repair or replace any silt fence that is damaged while performing the work.
25. There shall be no smoking in any house and no smoking on the site when others are present.
26. After carpet has been installed in a house, everyone must remove his or her shoes, or cover them before entering a unit that has carpet installed. If protective covering has been placed over carpet, walking on that covering with shoes is permitted.
27. Subcontractors shall not drive or park on finished drives or drive over or park on sidewalks on Habitat property, unless otherwise agreed upon.
28. Subcontractors shall clean all debris and dispose of it per Habitat's instructions.
29. Subcontractor assumes full responsibility for the materials, labor and professional services, if any associated with this Agreement. Any defects in materials or work shall be promptly corrected at Subcontractors cost. Further, if materials, labor or professional services provided under this Agreement damage materials or work of other Subcontractors, the Subcontractor assumes responsibility for correction of the defect or damage at Subcontractor's expense. Habitat retains the right to withhold any portion of payment due to the offending Subcontractor to correct defects or damage.
30. The Subcontractor shall provide and pay for Workers' Compensation and Liability Insurance, and all other necessary insurance, licenses, or permits required by the State and/or locality in which this work is performed. Subcontractor shall provide a Proof of Insurance covering Worker's Compensation and Liability prior to starting work.

Agreed to:

Director of Construction (Print & Sign Name)

Date

Subcontractor (Print & Sign Name)

Date

Appendix A – Scope of Work

Attached to and forming a part of the Agreement between _____ and Habitat effective as of January 5, 2015.

1. Without limitation, the following items are included in the Contractor's Scope of Work:

1.1. Contractor will furnish all labor, materials, tools and equipment to perform the full and complete scope of work of all applicable CSI Divisions per the plans, specifications and all local, state, and national regulations and building codes, with the most stringent regulations applying, including but not limited to furnishing all work and services necessary and/or incidental to comply with the full intent of the complete drawings and scope specifications.

1.2. Contractor acknowledges that the plans and all other supplemental instructional information provided by Habitat have been prepared with the intent and expectation that the Contractor will build/install all materials and labor in a way to avoid conflict and resolve any ambiguity, inconsistency, or errors contained within the drawings and other supplemental instructional information. Contractor acknowledges that in the event a conflict exists, Contractor has included the higher value and/or quantity and/or the most restrictive method of installation.

1.3. Contractor acknowledges that they have reviewed all plans and supplemental instructional information included in this contract in their entirety and will provide a full, complete and functional system based on the contract documents, commonly practiced industry standards acceptable to Habitat and all necessary components therein.

1.4. Contractor acknowledges that they have completed a full and complete examination of the existing site conditions and all site specific requirements and costs associated necessary to complete this scope of work is included in this contract with the exclusion of any unforeseen conditions unless noted otherwise.

1.5. Contractor will furnish and install all required items not shown or specified, but necessary for proper installation and operation.

1.6. Contractor will be in full coordination and cooperation with other construction trades working on the project to avoid conflict.

1.7. Contractor will coordinate all deliveries with Habitat. All material deliveries must be approved in advance. All deliveries without prior approval may be refused at the discretion of the Habitat.

1.8. Contractor is responsible for scheduling all inspections for their scope of work(s).

1.9. CONTRACTOR IS TO PROVIDE A ONE (1) YEAR WARRANTY ON ALL LABOR AND A ONE (1) YEAR WARRANTY ON ALL MATERIAL. WARRANTY COMMENCES ON DATE OF FINAL BUILDING INSPECTION.

1.10. All items furnished by Habitat or others in this contract will be received, inventoried, stored and protected by this Contractor.

1.11. Contractor will ensure that their work area is kept clean and free of all debris. Contractor will be notified by the site supervisor of each day they do not complete daily clean up and will be back-charged for clean-up provided to this Contractor.

1.12. Time is of the essence with regard to performance by this Trade Contract. The Subcontractor agrees to begin and complete said work on each project as agreed with Habitat. If the project is not totally complete by the required date and Contractor has caused the delay (totally or partially), Contractor shall be assessed a proportionate share of any and all liquidated damages.

1.13. Contractor ensures that all of their scope work will be professionally completed and will pass all inspections without additional costs to Habitat.

1.14. Contractor must submit MSDS information to Habitat for all materials used on this project prior to bringing materials onsite.

2. Without limitation, the following items are included in the Contractor's Scope of Work.

2.1. Contractor to furnish and install all labor, materials, equipment and consumables to complete the following scope of work as listed below:

2.2. (SCOPE SPECIFIC TEXT HERE)

3. TIME AND MATERIAL RATES: The agreed T&M Rates are as follows:

3.1. (SCOPE SPECIFIC T&M RATES HERE)

4. INVOICING & HOUSE NUMBERS: Below is a list of addresses included in this scope of work. Contractor to submit invoices using the following cost breakdowns:

| House Address | Cost |
|---------------|------|
|---------------|------|

IN WITNESS WHEREOF, Contractor and Habitat herein acknowledge this Appendix A to the Subcontract Agreement as set forth above.

HABITAT FOR HUMANITY

CONTRACTOR

Signature: _____
Print Name: _____
Title: _____

Signature: _____
Print Name: _____
Title: _____

Appendix B – GENERAL JOB SITE SAFETY REQUIREMENTS

Attached to and forming a part of the Agreement between _____ and Habitat effective as of _____.

Contractor agrees to comply with all OSHA requirements and Habitat's safety policy and project guidelines as identified below:

- Hard Hats are required where there is a possible danger of head injury from impact, or from falling or flying objects, or from electrical shock and burns and must be worn per the manufacturer's instructions.
- Eye Protection is required when workers are exposed to eye or face hazards such as flying objects, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- Hard Sole Work Shoes are required at all times, athletic shoes are not allowed onsite.
- High Visibility Clothing is required while working near heavy machinery.
- Hearing, fall protection and other personal protective gear must be worn when required or whenever warranted by the hazard exposure.
- Proper clothing is required. This includes shirts with minimum of a 4" sleeve, full length pants and sturdy work boots. Tank tops, shorts and displaying of offensive stickers, signage and/or clothing are not allowed.
- Use the appropriate ladders, ramps, stairways and paths.
- Barricaded stairs and areas are not to be used. Stair barriers, perimeter guard rails and covers over floor openings, shall not be removed without prior consent of Habitat. Construction barricades MUST be maintained at all times.
- Team members are required to tie-off whenever working near an elevated, unguarded fall exposure of six feet (6') or more. Safety harnesses, not belts, are to be used. Guardrails are required on all working levels 6' or more.
- Remove nails from discarded lumber right away, don't leave for someone to step on.
- Obey all project rules and warnings signs such as "Controlled Access Zone", "Keep Out", "No Smoking", "Proper Attire Required", "Eye Protection Required", etc.
- All visitors and delivery personnel must follow all of the projects safety requirements.
- Practice good housekeeping in your work area. Pick up your cords, tools and place materials & scrap in trash barrels and dumpsters daily.
- SMOKING IS NOT PERMITTED IN OR AROUND THE BUILDINGS.
- Radios are permitted at a low volume or at the discretion of the Habitat Supervisor. Use of headphones or ear buds is strictly PROHIBITED.
- Flammable materials (solvents, thinners, glues, etc.) shall be stored in an ANSI/OSHA approved container and identified as flammable.
- Fighting, horseplay, drug and/or alcohol use is not acceptable and will result in the immediate removal from the project site. Drugs and alcohol are strictly PROHIBITED.

IN WITNESS WHEREOF, Contractor and Habitat herein acknowledge this Appendix B to the Subcontract Agreement as set forth above.

HABITAT FOR HUMANITY

CONTRACTOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) 6 City, state, and ZIP code 7 List account number(s) here (optional) | Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|--|
| Social security number | | | | | | | | | | |
| | | | | - | | | | - | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| | | | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.