



MASTER AGREEMENT

This MASTER AGREEMENT entered into as of __, (Effective Date)

By and between the General Contractor, (GC):

Construct & Maintain Corp DBA CM Corp
CA License #817124
27075 Cabot Road, #114
Laguna Hills, California 92653

Referred to herein as “General Contractor”, “Contractor”, or “GC”

And the Subcontractor/Service Provider, (SC):

Company Name:

Referred to herein as “Subcontractor” or “SC”.

Physical Address:

Mailing Address:

E-Mail Address:

Phone Number: Fax Number:

Entity Type:

Trade/Specialties:

Article 1 The Master Agreement Document

- 1.1 The master agreement document consists of this agreement, any modifications issued subsequent to the execution of this agreement which have been signed by both parties, and any exhibits attached by the General Contractor herein.
- 1.2 The subcontractor shall be furnished one copy of the construction/maintenance documents, specifications, reports, manuals, directives and any other pertinent documents available to the GC. Additional copies will be provided upon request, but the GC may charge the SC for the reasonable cost of reproduction. GC transmittal records of any electronic or hard copy documents or any written correspondence will be used to confirm the SC's receipt of such information in the event of a discrepancy.
- 1.3 This agreement is intended to only create a contract between the GC and the SC. No other party or entity is a party to this agreement.
- 1.4 A subcontract agreement or work order which may be identified as Exhibit “A” is a Construct & Maintain Corp generated document which formalizes the agreement relative to specific work and shall be the only authorization for work under this master agreement.

Article 2 Mutual Rights and Responsibilities.

- 2.1 The GC and the SC shall be mutually bound by this agreement.
- 2.2 The GC shall have the rights and remedies outlined in this agreement in respect to the SC.

Article 3 Contractor Responsibilities

- 3.1 The GC shall be responsible for scheduling the work.
- 3.2 The GC has the right to change the schedule to meet the needs of the project. This will be communicated to the SC verbally or written.
- 3.3 The schedule is a guide line only.
- 3.4 The GC shall promptly make available to the SC information received from the owner, or their representatives, which affects the SC's work.

Article 4 The Sub Contractor's Responsibilities and the General Contractor's Remedies

- 4.1 The cost of any liquidated damages for delay, if assessed against the GC, shall be incurred by SC, only to the extent that the SC or their employees are responsible for the delay.
- 4.2 If the SC defaults or neglects to carry out the work in accordance to the project plans, specifications, reports, manuals, schedules, directives and all applicable addendums, and fails to remedy the deficiency with 48 hours of written notice, the GC may make good the deficiency and may deduct the cost thereof from the payments due the SC (See 16.4 below).
- 4.3 The SC shall supervise and direct the SC's work. The SC must employ adequate, skilled manpower capable of professionally completing the work in time with the GC's schedule.

GC representative initials _____

SC representative initials _____



MASTER AGREEMENT

- 4.4 The SC shall promptly submit to the GC, the required shop drawings, product data, samples and similar submittals required by the contract documents within fourteen (14) calendar days of any **subcontract agreement** (unless stated otherwise in the **subcontract agreement**). The minimum penalty for failing to make the Owner imposed deadline is \$500 and the maximum would be assessed at the actual costs incurred due to the delay.
- 4.5 SC shall furnish to GC weekly progress reports in the work of any **subcontract agreement**, including the status of shop drawings, materials and equipment which may be in the process of manufacturing or shipping.
- 4.6 SC agrees that the GC, the architect and the owner and their representative, shall have the authority to reject the work of the SC. The architect, the owner and their designated representative, shall be the final authority on decisions of an aesthetic nature.
- 4.7 The SC shall take all necessary precautions to protect the work of other SC's, the GC, or the Owners representatives from damage caused by the SC's operations. The SC shall be responsible for the cost plus 10% to repair or replace damage caused by SC and its employees.
- 4.8 The SC shall employ only competent, careful and orderly persons to perform the work of this agreement. The SC's service /maintenance employees dispatched to complete a **work order**, must also wear suitable attire. Shorts, t-shirts, offensive clothing, tennis shoes, open toe shoes, etc. are not acceptable.

Article 5 Laws, Permits, Fees and Notices

- 5.1 The SC shall comply with all laws, ordinances, rules, regulations and orders of public and private authorities having jurisdiction over the project.
- 5.2 The SC shall secure and pay for all permits fees, taxes, licenses and inspections necessary to carry out their work. SC will be responsible for any and all fines or other assessments levied against the GC, Owner, or project by any governmental agency for the SC's failure to timely secure all permits required. In the event that the Project is delayed as a result of the SC's failure to obtain permits, the SC shall be responsible for the reasonable cost caused by said failure to obtain permits.

Article 6 Safety Precautions and Procedures

- 6.1 The SC shall comply with safety measures initiated by the GC and with all applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property.
- 6.2 The SC shall report to the GC immediately an injury to an employee or agent of the SC which occurred at the project site.
- 6.3 Should the SC be utilizing public authority defined hazardous substances at the project site, the SC shall notify the GC in writing prior to the harmful exposure of any person on the site with notice of the chemical composition thereof, in sufficient detail and time to permit compliance with hazardous material handling requirements on the site. Should any hazardous materials remain after the SC's use, the SC shall be responsible for their removal and proper disposal. SC shall be responsible for the remedial costs associated with removal or amelioration of any hazardous material introduced to the Project by the SC and will be subject to back charges by GC.
- 6.4 When on site, the SC and their employees on site must attend weekly safety meetings conducted by the GC's representative.

Article 7 Clean up

- 7.1 The SC shall keep the premises and surrounding area free from the accumulation of waste materials of rubbish caused by the SC's operations at all times. The SC shall keep his work area in "broom clean" condition.
- 7.2 Should the SC fail to clean up as provided in 7.1, the GC may charge the SC for the appropriate share of clean up costs. A waste and/or recycle bin may be provided by the GC dependent upon the size and requirements of the project. If a waste or recycle bin is not provided by the GC, the SC will be responsible for the removal of all SC waste or recyclable material to a suitable waste management facility. It is expected that the SC shall keep the workplace clean at all times. Failure to adhere to this policy will result in a charge for the actual costs of cleaning up plus a minimum \$250.00 administration fee. This policy will be strictly enforced.

Article 8 Warranty

- 8.1 The SC warrants to the Owner, Architect, and the GC that all work will be performed in a good craftsman like manner at or above construction industry standards, and that all material and equipment furnished under this agreement will be of good quality. SC further warrants that it shall furnish new material and equipment unless otherwise required or permitted by law (and approved by GC), plans or specifications for the project.
- 8.2 All warranties expressed or implied will be in conformance with the most stringent requirements of any documents related to the project. Warranties shall be for a minimum of (1) one year, or as noted in the project documents.

Article 9 Changes in the Work

GC representative initials _____

SC representative initials _____



MASTER AGREEMENT

- 9.1 The Owner, or their representative, may make changes in the work by issuing or requesting modifications.
- 9.2 The SC shall make all claims to the GC, within 48 hours of receipt of the change for projects performed under a subcontract agreement, and immediately for work orders. These claims shall include any additional cost and/or extensions of time in accordance with the agreement.
- 9.3 The SC is not to perform any additional work or changes in the scope of subcontract agreement work unless given the expressed written consent from Greg Miller of Construct & Maintain Corp. The SC is not to perform any additional work or changes in the scope of a work order unless a new work order has been issued from Construct & Maintain Corp. for the specific task. Change order or additional work completed, without prior authorization will be at the expense of the SC. **There will be no reimbursement by the Owner or GC without written signed approval, or a new work order.**

Signature of Subcontractor: _____

Date: _____

Article 10 Dispute Resolution: Negotiation, Mediation & Arbitration

- 10.1 In the event that a dispute arises between GC and SC and such dispute cannot be resolved between the parties through informal means, the parties agree that any such dispute shall be submitted first to non-binding mediation by a mutually-agreed upon resource. Mediation fees shall be equally divided between the parties. If a voluntary settlement is not reached, the dispute shall then be submitted to binding arbitration and the parties hereby waive their respective rights to have the dispute heard in the state court system. To initiate arbitration, either party to the dispute may demand arbitration by so stating in a letter sent to the opposing party, such letter to be sent via the U.S. Mail, certified/return receipt requested. Thereafter, within twenty (20) days or as soon thereafter as practical, the parties shall contact the arbitration service and take the steps required to initiate arbitration. Any and all disputes submitted to Arbitration herein shall be determined based on California law. Any dispute that must be submitted to arbitration shall be submitted to JAMS-Mediation, Arbitration & ADR Service, in either Orange or Los Angeles County, California (or such other arbitration service as agreed by the parties). After submission to arbitration, the parties will thereafter follow the rules, guidelines and rulings of the arbitrator selected to hear and determine the dispute. In regard to any dispute, the prevailing party to any such dispute as found and determined by the arbitrator or court, shall be entitled to recover all attorney's fees and costs that are associated with the dispute.

Article 11 Termination by the General Contractor

- 11.1 If the SC fails or neglects to carry out their work in accordance with this agreement, or cannot staff the job in a manner to comply with the GC's schedule, and fails after receiving a notice to correct the deficiency and 48 hours has past, the GC may terminate the subcontract agreement and/or finish the SC's work by whatever method the GC may deem expedient. Should the unpaid balance owed to the SC exceed the sum necessary to complete the SC's work, any unpaid balance shall be paid to the SC in return for a release of lien or claim. If such expense and damages exceed the unpaid balance due the SC, the SC shall pay the difference to the GC.

Article 12 Termination by the Owner

- 12.1 Should the Owner terminate the project at any time, the GC shall have the right to terminate the subcontract agreement or work order by giving immediate written notice to the SC.
- 12.2 Upon receipt of termination, the subcontractor shall:
1. Cease operations as directed by the GC
 2. Take actions necessary, or that the GC may direct, for the protection and preservation of the work.
 3. Terminate all existing sub-subcontracts and purchase orders and not enter into any further sub-subcontracts or purchase orders.
 4. Work already in place must be billed within 48 hours of notice to stop work. This work will be paid within 3 business days of the owner depositing sufficient funds with GC to pay for this work as long as all necessary paper work and releases have been provided to the GC by the SC.

Article 13 Suspension by the General Contractor for Convenience

- 13.1 The GC may, with or without cause, order the SC to suspend, delay or interrupt the work of any subcontract agreement or work order in whole or in part.
- 13.2 In the event of suspension ordered by the GC, the SC shall be entitled to payment for the reasonable value of work completed to the date Project suspended (subject to GC's receipt of payment from Project Owner).

Article 14 Assignment of subcontract agreements or work orders

GC representative initials _____

SC representative initials _____



MASTER AGREEMENT

14.1 In the event that the Owner terminates the prime contract, the GC may assign the related subcontract agreement to the Owner, upon the Owners request. In this event, the Owner shall assume the rights and obligations of the GC.

14.2 The SC shall not assign the work of any subcontract agreement or work order without written permission from the GC.

Article 15 The Work of this agreement

15.1 The SC shall execute the work described in the subcontract agreement or work order documents, including all labor, materials, equipment, transportation, services and other items required to complete the work.

15.2 The SC shall provide all materials and perform all labor based upon the applicable plans, specifications, reports, manuals, directives and addendums for the project.

15.3 The scope of work for each project is defined in counterpart Exhibit "A" of this agreement in the form of a subcontract agreement or work order, dependent upon the type of project (whether labeled Exhibit "A" or not).

Article 16 Dates of Commencement and Substantial Completion

16.1 The SC's Date of Commencement shall be measured from the specific date and time listed in the GC's written subcontract agreements or work orders.

16.2 The time to complete the work will be based upon calendar days, which shall include Saturdays and Sundays. Should the SC require its employees to work overtime to complete the work of a subcontract agreement in accordance with the schedule, no over-time will be charged by SC to GC, and GC shall not be responsible for the payment of overtime for the hours worked by the SC's employees.

16.3 The construction schedule is subject to change and the SC is responsible to meet the schedule, as needed.

16.4 In the event that the SC is not able to meet the schedule, with written notice as outlined in article 4.2, the GC has the right to hire qualified labor and purchase the necessary material to complete the job. All expenses incurred will be charged to the SC at cost plus ten (10) percent.

Article 17 Subcontract Agreement or Work Order Sum

17.1 The General Contractor shall pay the Subcontractor the amount specified in the Exhibit "A" subcontract agreement or work order for the performance of that work, subject to additions and deductions as provided in the agreement.

17.2 If no amount is listed on the Exhibit "A" work order, The General Contractor shall pay the Subcontractor the amount specified in the Exhibit "B" Labor, material, and equipment rate schedule for any unit pricing, flat fees, hourly rates, material costs, mark ups, and all legitimate costs proven to be associated with the performance of any work order, subject to additions and deductions as provided in the agreement. In the event of a discrepancy where the standard rate schedule is not included in this agreement, or the SC fails to submit their completed work order and invoice in a timely manner as outlined in articles 19.3 & 19.4 , the GC shall pay the SC's reasonable invoice amount (if acceptable to the GC), or pay the SC at a standard default rate of \$40 per journeyman/supervisor hour, \$30 per apprentice hour, and actual cost plus a 5% mark up on any materials purchased and equipment rented, whichever is the lesser amount, subject to additions and deductions as provided in the agreement.

Article 18 Progress Payment of Subcontract Agreements

18.1 Based upon monthly applications for payment of subcontract agreements submitted to the GC by the SC, and the corresponding request for payment submitted by the GC to the Owner or Owners representative, the GC shall make progress payments on account of the subcontract agreement sum to the SC, within three working days of receipt of payment from the Owner or Owner's representative.

18.2 The work covered by each application for payment shall be based upon the actual progress of the scope of work. Inaccurate request for payment, not based upon actual material and labor in place, will delay payment.

18.3 Provided that the application for payment is received by the GC no later than the 20th day of the month, the GC shall include the SC's application for payment in the next application for payment which the GC is entitled to submit.

18.4 Should the SC's application for payment be received by the GC after the application date noted above, the SC's work covered by the application will be submitted along with the next application for payment to be submitted to the Owner.

18.5 Each application for payment will be based upon the most recent schedule of values submitted by the SC. The application must accurately reflect the work in place. If in the opinion of the GC the work has been overstated, the SC will be notified of the inaccuracy and the application for payment will be adjusted. Should an accurate application for payment, based upon an accurate schedule of values, not be submitted by the SC by the 20th of the month, a delay in payment will occur.

18.6 With each application for payment, a conditional lien release shall be provided by the SC. An unconditional release shall be provided for any prior payments. Releases must be filled out

GC representative initials _____

SC representative initials _____



MASTER AGREEMENT

completely and be signed by an authorized representative, the proper release for the corresponding amount must be included, and any sub-subcontractor or supplier releases must be included. Should a preliminary notice be filed for the project to any third party, another release must be completed to that entity as well. Notarized releases may or may not be required by the Owner, the SC will comply with the Owner's request. Original releases must be signed in ink. Subcontractor will accept joint checks payable to the subcontractor and any sub-subcontractors and/or suppliers who have performed work or provided materials for the project in return for lien releases.

- 18.7 SC agrees to submit all close-out documents to GC prior to invoicing 75% complete or as documents become available to avoid any delay in the Contractor's close out process. No retention will be released until the SC has submitted all required close-out documentation pertaining to the SC's scope of work; including but not limited to all warranties, manuals, releases, redline drawings, and any other documentation required.
- 18.8 Payment applications must note the job location, total contract value, percent of work complete, and show retention.
- 18.9 All change orders are to be billed separately from the contract schedule of values.
- 18.10 Notwithstanding the foregoing, Subcontractor agrees that Contractor shall never be obligated to pay Subcontractor under any circumstances, unless and until funds are received by Contractor in full, less any applicable retainage, covering the work and materials for which Subcontractor has submitted a payment request. Owner's payment to Contractor shall be a condition precedent to Contractor's obligation to pay the Subcontractor and Subcontractor's right to receive payment. This paragraph shall not be construed as a time of payment clause. Subcontractor hereby acknowledges that it is assuming the risk of non-payment by the Owner. This condition precedent also applies to the Contractor's obligation to pay change orders, retainage or final payment, if any, and Contractor's exercise of a right of offset shall not be a breach of any payment provision hereof. Contractor shall never be obligated to pay retainage to Subcontractor until Contractor has received all of Contractor's retainage in full. This paragraph supersedes all other provisions of this agreement, and any conflicting language shall be modified or deemed to be consistent herewith.

Article 19 Final Payment

- 19.1 Final payment, constituting the entire unpaid balance of the subcontract agreement or work order sum, shall be made by the GC to the SC when the SC's work is fully performed in accordance with the requirements of the agreement, and the Owner has paid the GC the balance owed on the project. See article 18.10 above.
- 19.2 Before issuance of the final payment, the SC shall submit evidence satisfactory to the GC that all payrolls, bills for materials and equipment, and all indebtedness connected with the SC's work has been satisfied.
- 19.3 Payment of any work order is subject to the timely submission of the completed GC work order form, equipment tracking logs, maintenance logs, any applicable warranty information, SC's invoice, and any necessary proof of cost or purchase, such as receipts time cards, vendor/supplier invoices, etc.
- 19.4 Upon completion of any work order, SC must immediately (no later than 3 business days) submit their completed work order and invoice as listed in article 19.3. SC hereby acknowledges that it is assuming the risk of non-payment, or payment at the default rate listed in article 17.2 for failing to comply.

Article 20 Insurance and Bonds

- 20.1 SC shall indemnify and hold harmless the Owner and GC, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever arising out of or in connections with Subcontractor's operations to be performed under this Agreement.
- 20.2 The SC shall purchase and maintain insurance of the following types and coverage's and limits of liability:
- 20.3 General Liability Minimum Limits: \$1,000,000 per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products-Completed Operations Aggregate. GC must be named as additional insured as respects the general liability by endorsement attached to the General Liability policy with copy attached to the Certificate of Insurance. Acceptable form is CG 20 10 10 85 or its equivalent.
- 20.4 Coverage's must be written on an "occurrence" form and shall be maintained without interruption from date of commencement of the SC's work. All companies must be A.M. Best Rated "A-" or better.
- 20.5 Workers Compensation shall be on form approved by the State in which the work is being conducted. Minimum limits Acceptable: \$1,000,000 Each Occurrence / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- 20.6 Worker's Compensation shall be at the limits required by the state in which the work is being conducted.
- 20.7 Auto Liability in the minimum amount of \$1,000,000.00.

GC representative initials _____

SC representative initials _____



MASTER AGREEMENT

- 20.8 The job name and location must be listed on all certificates.
20.9 SC work is not to begin until all insurance requirements are met.
20.10 Original certificates of insurance must be on file with GC, fax copies are not acceptable.
20.11 The certificate shall show a minimum of 30 days standard notice for cancellation for all reasons except 10 days notice for non-payment of premium.
20.12 These certificates and policies shall contain a provision that coverage afforded under the policy will not be cancelled or allowed to expire until at least 30 day's prior written notice has been given to the GC.
20.13 Additional insurance may be required by the Owner. SC will comply with requests for extended limits of coverage and additional insured's, as required by Owner.

Article 21 Waivers of Subrogation

- 21.1 General Liability and Work Comp Policies shall provide waiver of subrogation endorsement in favor of GC and shall agree that the SC insurance is primary and non-contributory with any insurance written by GC. Endorsements- Waiver of Subrogation and Primary-Non-Contributory Wording shall be a part of the applicable policy with a copy attached to the certificate of insurance.

Article 22 Other Insurance Requirements

- 22.1 Professional Liability will be required by the SC of the type and limits that are typical for the industry, (IE: Architects E & O).
22.2 Pollution Liability will be required by the SC of the type and limits that are typical for the industry for trades such as gasoline tank installation, asbestos removal, etc.

Article 23 Miscellaneous Provisions

- 23.1 All attachments, exhibits and counterparts made by the GC to this master agreement, and any subcontract agreement, or work order hereinafter are intended to be an integral part of this master agreement.
23.2 10% retention will be withheld from progress payments on the subcontract agreement and some work order sums.

Article 24 Procedure and requirements:

- 24.1 Master Agreement and Counterpart Subcontract Agreement:
A. Two copies of the agreements (BOTH) must be signed and returned to the GC's mailing address at: 27075 Cabot Rd., Suite #114, Laguna Hills, CA 92653 within 5 business days. Please initial and date all of the boxes on each page of both agreements, including any exhibits or attachments. Also, please sign and date section 9.3 on page 3 & sign page 8 under sub-contractor on both agreements.
B. Please put your contractor's license # and expiration date, Employer ID #, Social Security number or Federal ID # at the bottom of page 8 on both contracts.
C. Upon acceptance by GC, one copy will be signed and returned.
D. Insurance requirements per Article 20-22 must be submitted to the GC's mailing address at 27075 Cabot Rd., Suite #114, Laguna Hills, CA 92653 within 5 business days of the Master Agreement and any subsequent counterpart to this agreement.
E. The MSDS (Hazardous Materials) form must also be submitted to 27075 Cabot Rd., Suite #114, Laguna Hills, CA 92653 within 5 business days of each Subcontract Agreement.
24.2 Billing Procedures and Releases: ***Please give this info. to your accounting dept.!!!***
A. **Invoices for payment WILL NOT be processed without your signed original subcontract agreement or copy of the completed work order, certificates of insurance, MSDS and business license. There will be no exceptions to this policy.**
B. All invoices submitted to Construct & Maintain Corp must be emailed to the Project Accountant, who's contact information can be found on the GC contact list provided to you, and mailed to 27075 Cabot Rd., Suite #114, Laguna Hills, CA 92653.
C. Any Non-Compliance with the following procedures **WILL** delay Invoice Processing. We will submit payment to you within three business days of a receipt of a check from the owner. Payments will not be made with faxes. We **MUST** receive originals for all of the following:
D. Invoices must be marked with job location. Each invoice must reference the total contract value; percent of work complete; and show retention.
E. Releases are supplied for you and must be filled out completely and be signed by an authorized representative. The proper release for the invoice amount must be attached, and all supplier releases must be included. If anyone or any company files a Preliminary Notice you will need to have a release submitted for them also. Releases with a disputed amount will not be accepted. We will contact you with the proper amount to invoice. Releases must be complete and signed in ink.
F. All Change Orders are to be billed separately from the contract schedule of values. **DO NOT** add the Change Order into your contract amount.
24.3 Business Licenses:

GC representative initials _____

SC representative initials _____



MASTER AGREEMENT

- A. If the city or county you are working in requires a city or county business license you **MUST** get one **PRIOR** to starting your scope of work. Any non-compliance can delay the certificate of occupancy. It is your responsibility to find out this information from the city at the beginning of the job.

Article 25 Non-Disclosure, Confidentiality & Non-Compete Clause:

- 25.1 The content of this agreement and any relations between the GC and SC (including terms, rates, knowledge, agreements, etc.) is the proprietary confidential information of the GC, and shall not be used, discussed, or disseminated in any way by the SC, their sub-subcontractors, employees, or affiliates without the written consent of the GC.
- 25.2 SC hereafter agrees not to enter into any direct or indirect agreements with the GC's clients for new or additional work without the written consent of the GC.

General Contractor (*Signature*)

Sub Contractor (*Signature*)

-

(*Printed name and title*)

-

(*Printed name and title*)

Please provide the following:

Contractors License # _____

License Expiration Date: _____

Federal ID # _____

Social Security # _____

GC representative initials _____

SC representative initials _____



EXHIBIT "C" SUBCONTRACTOR OPERATING PROTOCOL

The information contained herein shall serve as a minimum guideline for the performance of any Subcontractor in connection with the master agreement. For the purpose of this exhibit, the term "Subcontractor" or "SC" referred to herein shall include the subcontractor and their, sub-subcontractors, employees, vendors, suppliers, and affiliates. The term "agreement" referred to herein shall include the master agreement, exhibit "A" subcontract agreement or work order and any additional exhibits forming the complete agreement. The following protocol is inclusive without limitation to any other requirement of the master agreement and exhibits.

1. **Correspondence.** The SC agrees to immediately respond to all forms of correspondence related to agreement requests.
2. **Response time.** The SC must strictly adhere to the scope of work and terms listed within the agreement. If for any reason the SC cannot fulfill the requirements, or respond within the time frame listed, they shall immediately notify the GC prior to proceeding with the work. Any costs incurred by the GC resulting from the Subcontractor's failure to fulfill the requirements of the agreement as scheduled by the GC will be deducted from the subcontractor's amount due for work performed. Failure to fulfill the requirements of any agreement will also serve as a material breach of contract.
3. **Final document submittal.** All completed agreement forms, invoices, any necessary proof of cost or purchase, redline drawings, guarantees, equipment/service information forms, etc. shall be submitted immediately, or no later than 3 business days after completion of the work.
4. **Jobsite etiquette.** The SC must observe and maintain the highest level of professional etiquette at all times; treat others with dignity, consideration and respect; and perform responsibilities in a manner consistent with the highest standard of values and ethics.
5. **Jobsite management & coordination.** The SC shall ensure that all work is performed under the direct supervision of a qualified and adequately experienced representative. The SC representative must be proficient in reading and interpreting all construction documents, performing all necessary layout, coordinating with other trades and coordinating with the authorities having jurisdiction in order to complete the scope of work. The SC representative must be fully aware of the terms of the agreement and scope of work between the GC and SC.
6. **Prohibited practices.** The following is strictly prohibited on or within sight of any jobsite, including but not limited to smoking or chewing tobacco products (unless a designated area for such activities exists on the property, and the activities are performed during breaks or lunch time), alcohol, narcotics, profanity, horseplay, changing or washing in full or partial view, noise nuisance, radios or any other form of audible music..
7. **Appropriate apparel.** All workers must wear protective work shoes or boots, full length pants, and shirts at all times while on or within sight of any jobsite. Personal protective equipment and devices must also be used as necessary while working. Offensive apparel, tank tops, short shirts, see through clothing, tennis shoes and open toe shoes are strictly prohibited.
8. **Identification.** The SC shall immediately identify themselves, their position as a subcontractor performing work on behalf of the GC, and the purpose of their visit upon arrival at any operational customer facility. The SC shall not proceed with the proposed work without consent from the customer's representative on site.
9. **Use and Access.** The SC shall coordinate with the GC regarding approval of the allowable working hours, security/access requirements, parking locations, restrooms, break/lunch areas, staging areas, storage areas, deliveries and delivery hours.
10. **Trash/debris removal.** The SC is responsible to maintain a neat orderly work area at all times. All trash/debris should be staged in a suitable/safe area and removed on a daily basis by SC.
11. **Performance.** Unsatisfactory performance, work habits, overall attitude, conduct or demeanor; violation of protocol; or any behavior/conduct deemed inappropriate by the GC will also serve as a material breach of contract, and may lead to termination of the master agreement.
12. **Jobsite Communication.** The SC must communicate with the GC regarding their intended arrival, timeline, sequence of work, deliveries, breaks, departure, etc. SC must notify the GC prior to leaving the jobsite.
13. **Customer Communication.** The SC is strictly prohibited from discussing the terms of the agreement, change orders or project coordination with the customer.