



VENDOR/SUB- CONTRACTOR/ CONTRACTOR AGREEMENT (Rules & Regulations)

Every Vendor, Subcontractor and Contractor that performs work on behalf of Caliber Development, LLC & Caliber Companies, LLC, must review this packet and sign the enclosed forms. Once you have completed the forms, please return them to Invoicing@caliberco.com.

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Scottsdale, AZ 85258

480-295-7600

Invoicing@CaliberCo.com

www.CaliberCo.com



Our relationships with our Vendors, Subcontractors and Contractors are extremely important to Caliber and we want to ensure that you understand our expectations for the quality of your work and your conduct while performing those services.

Independent Contractor:

Caliber Development, LLC & Caliber Companies, LLC, hereby engages the Vendor/Subcontractor/Contractor as an independent Vendor/Subcontractor/Contractor and the Vendor/Subcontractor/Contractor hereby accepts such engagement. This Agreement shall not render the Vendor/Subcontractor/Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Vendor/Subcontractor/Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The company shall not be responsible for withholding taxes with respect to the Vendor/Subcontractor/Contractor's compensation hereunder. The Vendor/ Subcontractor/Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits, or employee benefits of any kind.

Quality of workmanship:

All Vendor/Subcontractor/Contractor work shall be completed in a thorough, first class and workmanlike manner and shall be in good and usable condition at the date of completion thereof. If in Caliber's judgment, the Vendor/Subcontractor/Contractor's work is not completed in a first-class workmanlike manner or in compliance with approved plans and specifications, the Contractor will not receive final payment until said discrepancies are corrected. Failure to correct deficiencies will result in Caliber making corrections and deducting corrective action costs from the Vendor/Subcontractor/Contractor's invoice.

No Vendor/Subcontractor/Contractor participating in defined scope of work will at any time damage, injure, interfere with or delay any other construction trade.

Integrity:

The Vendor/Subcontractor/Contractor will be held responsible for all actions of their employees or contractors while on the jobsite. Any contractor representing Caliber Development, LLC & Caliber Companies, LLC, is expected to conduct themselves with the highest integrity.

Supervision:

Vendor/Subcontractor/Contractor shall provide a full-time supervisor or representative on site at all times (for answering questions, etc.) whenever construction is in process.

Jobsite Security:

The jobsite shall be left clean and secured at the end of all work days. For example, all garbage will be cleaned up, all equipment and materials will be stored away, all entrances will be locked and secured before leaving for the day. All contractors are responsible for their own tools and equipment. Caliber Development, LLC & Caliber Companies, LLC, will not be held liable for the theft of tools or equipment on the jobsite. ***If you are accessing the house through a lock box, please leave the key in the lock box. The key should not leave the property.*



Cost for Damages:

The cost for repairs or replacement due to damages by the Vendor/Subcontractor/Contractor or their helpers to the property, materials or equipment at the jobsite will be deducted from the Vendor/Subcontractor/Contractor's pay and may be terms for immediate termination of this Agreement.

Work hours:

All work at the site is limited to Monday through Sunday, from 7:00 a.m., to 6:00 p.m. or as defined by special parameters by project

Jobsite Safety:

Caliber Development, LLC & Caliber Companies, LLC, promotes a safe working environment and encourages all contractors to wear proper work attire, safety gear, and ensure that all equipment is in proper working condition.

- Vendor/Subcontractor/Contractor shall comply with all applicable (OSHA) safety regulations. Vendor/Subcontractor/Contractor shall take all necessary precautions to safeguard all workmen and the public from accident, and to preserve all private and public property. Caliber reserves the right to stop all work until such conditions or practices are resolved.
- Vendor/Subcontractor/Contractors are prohibited from consuming or being under the influence of alcohol, drugs, or any intoxicant during applicable business hours.
- Smoking is not permitted on site.
- No children or pets will be allowed on the jobsite.
- Vendor/Subcontractor/Contractor must adhere to city/state noise restrictions/ordinances. No loud music or radios.
- No loud or profane language.
- Routine inspections will be performed by Caliber Development, LLC & or Caliber Companies LLC, and or its representative(s) with regards to accurate performance of Vendor/Subcontractor/Contractor's work, general safety requirements, and to ensure adherence to the "Contractors Rules and Regulations."
- The jobsite, while under construction/repair, is a reflection of Caliber Development, LLC and its commitment to delivering a superior product and customer service. In general, the Vendor/Subcontractor/Contractor is responsible for keeping the jobsite clean and orderly. Time should be devoted at the end of each day to organizing and cleaning the general work area, if the subcontractor will be returning the following day. At the completion of a job the area must be, **at a minimum**, as clean as when the Vendor/Subcontractor/Contractor started the job.
- All federal, state, county and city requirements will be complied with including EPA regulations.

Miscellaneous safety rules: Caliber Development recommends the following:

- Fire Extinguisher; Minimum 20 lb. ABC fire extinguisher to be located on site.
- Hard hats are required to be worn by all personnel on jobsites, when overhead hazards exist.
- Eye Protection; Safety glasses, goggles or face shields should be used at all times when using power tools or hazardous conditions exist.
- Foot Protection; Substantial leather boots required. No loafers, sandals, tennis shoes.
- Work Clothing; minimum sleeve length at four (4.0) inches over shoulders.
- No tank tops, net shirts, shorts, cut-offs, etc.



- Signage; Post safety or hazard signage (bilingual if necessary)
- Electric Cords; Tools and extension cords should not be frayed or damaged and should be equipped with ground. Use no tools without Ground Fault Circuit Indicator (GFCI).
- Housekeeping; Deposit all trash and debris in Dumpster daily.

Trash removal:

- The trash from any remodel or build-out is the responsibility of the Vendor/Subcontractor/Contractor.
- Vendor/Subcontractor/Contractor is responsible to acquire roll off dumpster(s) as needed.
- The Vendor/Subcontractor/Contractor must notify the Disposal Company to remove the container immediately after use. The surrounding area of the container must remain clear of debris and the area must be clean after final removal of the container.
- All disposal of hazardous waste shall be in accordance with all local, state and federal regulations.
- Vendor/Subcontractor/Contractor is responsible for damage to parking surfaces caused by tenants' roll-off trash container, storage box containers, or leaking oil from vehicles. Vendor/Subcontractor/Contractor to ensure existing parking surfaces are adequately protected.
- Any Vendor/Subcontractor/Contractor leaving debris or material on premises after project completion will be charged a minimum of \$250.00 fine and all additional clean-up costs.

Termination:

Caliber Development, LLC & Caliber Companies, LLC, may terminate this Agreement at any time. In addition, if the Vendor/Subcontractor/Contractor or any of their helpers, is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of Caliber Development, LLC & Caliber Companies, LLC, is guilty of serious misconduct in connection with performance hereunder, brings drugs, alcohol or weapons to the jobsite or is under the influence of drugs or alcohol while on the jobsite, is involved in fighting, theft or vandalism of the property or equipment, Caliber Development & Caliber Companies, LLC may terminate the engagement of the Vendor/Subcontractor/Contractor immediately and without prior written notice.

Acknowledgement and Acceptance:

Please acknowledge your acceptance of the terms of this engagement by completing and signing the Vendor/Subcontractor/Contractor Information form and provide a W-9 and Proof of Insurance (per Appendix A) by returning a copy of each to us at Invoicing@Caliberco.com.

Please keep a copy for your records



VENDOR / SUBCONTRACTOR / CONTRACTOR INFORMATION

Company Name: _____

Contact Name: _____

Business Address: _____

Business Phone: _____

Email: _____

Emergency Contact (Name/Phone): _____

ROC# _____

Services Provided: _____

By signing below, I state that I have read and understand the Independent Vendor/
Subcontractor/Contractor Agreement with Caliber Development LLC & or Caliber Companies, LLC and
agree to abide by all rules as stated.

Vendor / Subcontractor / Contractor Signature

Please complete and return this sheet with your W9 and Proof of Insurance to Accounting at Invoicing@CaliberCo.com. Do not forget to sign and date!



Appendix A

The information contained in this Appendix outlines the steps to follow to ensure that you are paid timely for the services you provide.

1) Complete and sign a W-9 and Proof of Insurance:

All individuals and companies must sign and complete a W-9 form and proof of insurance prior to submitting any invoice for services performed.

- a. W/9 Form - If you are an individual, the Tax ID is your social security number. Partnerships and other organizations usually receive a Federal Employer Identification number from the Internal Revenue Service. A blank form is included for your convenience. You can also find the form at www.irs.gov

- b. Insurance Requirements - All Vendor/Subcontractor/Contractors, are required to provide Certificates of Insurance which meets the following minimum requirements:
 - Vendor/Subcontractor/Contractor hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its General Liability hereunder and to defend and save harmless Owner in the minimum amounts of \$1,000,000 (per Occurrence) and \$2,000,000 (per General Aggregate) for personal injury, bodily injury and property damage.
 - Said liability policies shall name Caliber Development LLC & Caliber Companies LLC as additional insured and shall be primary to any other insurance policies.
 - Vendor/Subcontractor/Contractor will obtain and keep in force Automobile Liability Insurance with a combined single limit of \$1,000,000.
 - Vendor/Subcontractor/Contractor will obtain and keep in force Workers Compensation insurance including Employers Liability to the full statutory limits.

2) Details to include on your invoices:

Invoices must include the following information and **commercial projects must be submitted on an AIA G702 & G703 billing form to be processed for payment:**

- Name and address of the Vendor/Subcontractor/Contractor.
- Invoice date and invoice number.
- Job name & property address including Unit #.
- Description of work including quantity, & unit of measure.
- Other than specified charges for materials on his or her approved bid, such as any labor expenses, extra ordinary materials should occur that are not on the original bid an additional addendum should be supplied and approved before the additional work is performed.
- 10% retention for amount billed.
- Name/ title/ phone number of contact person(s) in the event of invoice/billing questions.



Lien Waivers:

All invoices must be submitted along with a signed Progress or Final Conditional Lien Release. In addition, a signed Progress or Final Unconditional Lien Release must be submitted once a check has cleared your account. Both Conditional and Unconditional lien waivers can be sent to you if you do not have copies. **Failure to provide an Unconditional Lien Release, will result in delayed payment processing for future invoices, or forfeiture of being selected for future Caliber projects.**

All invoices and Lien waivers must be submitted electronically to Invoicing@Caliberco.com

Payment Schedule:

Invoices and lien waivers must be submitted by end of day Monday. All Invoices will be paid on a Net 30-day payment cycle (pending approval). Checks will be ready on Fridays. We cannot cut checks on non-processing days.

Note: On all Commercial Projects (with Lenders), all Invoices and lien waivers are due by the 25th of the month & work can be projected through the last day of the month. Draws will be submitted to the Lender the end of the first week of the following month for all approved Invoices. As soon as we are paid, you will get paid. Normal turn around is 30 days.

If you have a contract, please outline the financial terms of the agreement and submit the signed contract to the Director of Construction or Accounting. Caliber Development LLC shall make progress payments as the work proceeds (Net 30 basis), for actual work accomplished, which meets the standards of quality established under the contract, and as approved by the Project Manager.

It is your responsibility to notify us if you have a change of address. A stop payment of a check will incur a \$35 fee billable to the vendor.