

## **Habitat for Humanity of Greater Memphis**

### **RULES OF ALL PROJECTS**

All trade-contractors, suppliers & their company employees must read and adhere to all of these rules or be subject to a back charge for each violation.

**The following actions are absolutely forbidden on the Owner's property at all times.**

- Use of Alcohol, Illegal Drugs, or Weapons, and no Hunting – do not ask Owner.
- No Smoking from project curbs on or throughout Owner's property lines.
- Loud Music.
- Use of profanity or insulting language.

**Professionalism is required when on the Owner's property**

- Courtesy to the Owner and all other workers.
- Wear appropriate attire on the project, including but not limited to, shirts and work boots.
- Do not direct technical or contractual questions to the Owner, ask first the Habitat Representative on site or phone the office or phone your supervisor first.
- Direct all your questions about the work to The Habitat Project Manager or the designated employee. Do not involve or ask the Owner.
- Never use Owner's personal property, toilet, appliances, tools, supplies or radios or TVs.
- Never enter the Owner's quarters that are not directly and immediately tied to current job phase.

**Clean up and Safety**

- Clean up continually and keep organized. Leave your work area neat at day's end.
- Maintain and leave your work area safe at all times.
- Use portable toilets. Most projects will have toilets provided by Habitat.
- There shall be absolutely no debris of any sort left on the jobsite.

**Security of the Owner's Property**

- The last person to leave must lock up the house.
- If there is any problem locking the house, you are required to contact The Habitat Project Manager/office before you leave the house.

**Parking of Vehicles**

- You are responsible to protect the Owner's property against damage.
- Parking on the street is recommended when practical. If vehicle leaks, protective measures are to be addressed at all times.  
(NO PARKING ON DRIVEWAYS AT ANY TIME)

**HABITAT FOR HUMANITY SUBCONTRACTOR AGREEMENT**

Effective Date \_\_\_\_\_

**Subcontractor Information**

Company Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Street  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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TN License Number \_\_\_\_\_ Type of License \_\_\_\_\_ Expiration Date \_\_\_\_\_

Worker's Compensation Policy Number \_\_\_\_\_

Worker's Compensation Policy Term Dates \_\_\_\_\_ to \_\_\_\_\_

If Exempt, State Worker's Compensation Exemption Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

General Liability Policy Number \_\_\_\_\_

General Liability Policy Term Dates \_\_\_\_\_ to \_\_\_\_\_

Insurance Agent Name and Telephone # \_\_\_\_\_

Federal Tax ID# or SS# \_\_\_\_\_

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\_\_\_\_\_

Signature

## **I. PARTIES**

This **Master** Subcontract (hereinafter referred to as “Agreement”) is being entered into on the \_\_\_\_day of \_\_\_\_, 20\_\_\_\_, and is between **Habitat for Humanity of Greater Memphis (Habitat)**, (hereinafter referred to as “Contractor”); and \_\_\_\_\_, (hereinafter referred to as “Subcontractor”). By signing this agreement, Subcontractor warrants that he/she is fully experienced, properly licensed, and insured to perform the type of work described in this Agreement, and that he/she is an independent contractor and not an agent or employee of the Contractor.

## **II. SUBCONTRACTOR RESPONSIBILITIES**

Subcontractor will furnish all labor, equipment, tools, materials, transportation, supervision, and all other items required for safe operations to complete the following work which must comply with the latest edition of all applicable building codes and this Contract.

Subcontractor will not use Habitat’s tools, equipment, supplies, or personnel. Subcontractor is responsible for the instruction and supervision of his/her own crews. Subcontractors shall not leave a crew on The Habitat job site unless the assigned crew has exact instruction of what their work is to be.

## **III. GENERAL SCOPE OF WORK DESCRIPTION AND SUBCONTRACT AMOUNT**

The Scope of Work, specific description of the work, subcontract amounts, and cost of project will be sent on a work order for repair projects.

## **GENERAL CONDITIONS**

### **A. EXCLUSIONS FROM SUBCONTRACTOR’S SCOPE OF WORK**

Labor and materials for work on projects that are not included by Subcontractor shall be set forth in each Scope of Work Exhibit.

### **B. CONTRACT DOCUMENTS**

Subcontractor will perform its work in accordance with all Contract Documents, which are identified as follows:

- This Subcontractor Agreement, and with regard to each project:
- Scope of Work
- Plans
- Specifications
- Addenda
- Miscellaneous

Subcontractor is required to walk through Contractor's project site to determine the location and best application of project products. Upon commencement of work on any project, Subcontractor warrants that he has been furnished all Contract Documents referred to above and has thoroughly familiarized himself with all Contract Documents and the existing site conditions.

The intent of the Contract Documents and this Agreement is to obtain a complete and professional job. Subcontractor agrees that the Scope of Work covered by this Agreement and the Scope of Work Exhibit shall include all labor and materials that are both specified and reasonably implied by the Contract Documents.

### **C. PERMITS, INSPECTIONS AND CODE VIOLATIONS**

Subcontractor is responsible for obtaining all required permits and inspections for his/her work and warrants that he/she has included in proposal all relevant labor and materials for a complete install and required permits. Subcontractor is responsible for scheduling required code inspections and having his/her own personnel on site for code inspections and any subsequent re-inspections.

Subcontractor also acknowledges that Habitat personnel will conduct an inspection of work performed and payment will not be released to Subcontractor until all work passes this inspection. In addition, a 3<sup>rd</sup> party inspection will be conducted once work has passed Habitat’s inspection.

Subcontractor agrees to assume responsibility for compliance with all applicable federal, state, and local laws with regard to labor, health, safety and accident prevention, and rules, regulations and standards promulgated there under relating to the work to be performed by Subcontractor.

Subcontractor agrees to indemnify, hold harmless and defend Contractor, Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN, and Homeowner from any claims, causes of action, liability, damages or penalties including costs and attorney's fees incurred arising out of or in conjunction with Subcontractor, its Sub-subcontractors, agents, officers, directors, trustees or employee's acts or omissions, the violation of or noncompliance with any of the aforesaid laws, rules, regulations and standards in any forum relating to the performance of the Subcontractor on any project regarding this Contract.

#### **D. WORK COMMENCEMENT AND COMPLETION TIME**

TIME IS OF THE ESSENCE in all aspects of Subcontractor's performance. Subcontractor shall perform his/her work in accordance with the schedule of Habitat.

#### **E. WORK SCHEDULES**

Subcontractor/Contractor is authorized to give the Homeowner a schedule for the sub-phases. Subcontractors are to consult Homeowner with all scheduling questions. Subcontractor is to discuss with Contractor the schedule, date changes or additional days. Subcontractor will verify and notify Homeowner of dates.

#### **F. CHANGES IN THE WORK**

Only the Contractor shall have the right to order changes in the scope of Subcontractor's work (both additions and deletions). These changes shall be made in writing and signed by both Subcontractor and Contractor prior to commencement of any Change Order work by Subcontractor.

Inspect the existing conditions before you start work. Alert Habitat's Project Manager of any problems with the substrate you are working. Unless defects are pointed out prior to beginning work, you will be responsible for the cost of any rework necessary to correct defects.

If the change will affect your assigned phase, you are to stop your work and contact Habitat's Project Manager. If Project Manager is not available, do not continue. The Homeowner cannot authorize changes. Direct the Homeowner to Habitat and if the change will directly affect the current phase, you are to stop the project to obtain the Contractor change order.

#### **G. BACK CHARGES AND PROTECTION OF THE WORK**

Contractor has the right to deduct from payments due to Subcontractor for the cost of repairing damage caused by Subcontractor or the cost of repairing/replacing Subcontractor's defective work if Subcontractor fails to take significant steps toward correcting this damage, or non-conforming or defective work, within 2 days after receiving notice from Contractor. Subcontractor agrees to be responsible for protecting all of its work in progress.

Contractor has the right to deduct from payments due to Subcontractor for any violations of this contract to include (for each offense):

- Smoking on property \$50.00
- Not Cleaning up work area \$50.00
- Not leaving area locked up and/or if Subcontractor enters a portion of the Homeowner's living quarters that is not related to the scheduled work could result in the immediate termination of Subcontractor's contract.

Contractor has the right, at its discretion, to halt and/or terminate Subcontractor from the job site while allocations of violations are being reviewed.

#### **H. INDEMNIFICATION**

All work performed by Subcontractor pursuant to this Agreement shall be done at the sole risk of the Subcontractor. Subcontractor (and its agents) shall at all times indemnify, protect, defend, and hold harmless Contractor, Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN and Homeowner from all loss and damage, and against all lawsuits, arbitrations, mechanic's liens, legal actions, legal or administrative

proceedings, claims, debts, demands, awards, fines, judgments, damages, interest, attorney's fees, and any costs and expenses in any form which are directly or indirectly caused or contributed to, or claimed to be caused or contributed to, by any act or omission, breach, fault or negligence, whether passive or active, of Subcontractor or his/her agents, employees, or lower-tier subcontractors, subsidiaries, employees, agents, assigns, officers, directors, members or invitees in connection with or incidental to the work under this Agreement and Exhibits attached hereto.

#### **I. SUBCONTRACTOR'S INSURANCE**

Before commencing work on the project, Subcontractor will supply to Contractor duly issued Certificates of Insurance, naming Contractor, Habitat for Humanity of Greater Memphis, as certificate holder, showing in force the following insurance for comprehensive general liability in occurrence form, and worker's compensation (unless exempt):

- Comprehensive general liability (in occurrence form) with limits of not less than \$1,000,000.00 per occurrence;
- Worker's compensation insurance. If exempt by Tennessee law, you must provide proof of Exemption Registration.

All insurance binders must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to cancellation of Subcontractor's insurance.

Subcontractor must furnish the insurance binder referred to above as an express condition precedent to the Contractor's duty to make any payments to Subcontractor pursuant to this Agreement. Neither Contractor's nor Habitat for Humanity of Greater Memphis', nor Habitat for Humanity of TN's, nor Homeowner's insurance shall be called on to contribute to a loss caused in whole or in part by the negligence of Subcontractor.

Subcontractor, its Agents, Employees and its Subcontractors fully release, and shall hold harmless, indemnify and defend Contractor, Habitat for Humanity of Greater Memphis and Habitat for Humanity of TN from any injuries that may occur to the Subcontractor, its Agents, Employees and its Sub-subcontractors during the course of this project. In no way does this provision affect the absolute duty of every Subcontractor to provide worker's compensation insurance coverage to each and every one of his/her employees according to the provisions of this Agreement and all applicable state and federal laws. Habitat requires Subcontractor and its Subcontractors to carry worker's compensation for their principals personally, Employees, and Agents for the entire term of the working relationship, unless exempt by Tennessee Law and Exemption Registration is provided.

#### **J. CLEANUP**

Subcontractor will continuously clean-up work areas, and keep them in a safe, sanitary condition, and remove all debris on a periodic basis. Subcontractor will broom sweep the entire work area at the end of each work day and remove and properly dispose of any debris.

#### **K. NO SMOKING**

Smoking is prohibited on the entire the job site, to include the area from the road curb to the home and all perimeters of the Homeowner's property.

#### **L. EXPRESS WARRANTY**

At the request of Contractor, Subcontractor will promptly replace or repair any work, equipment, or materials that fail to function properly for a period of one year after completion of the project, or any longer period imposed by State or Federal law, whichever time period is longer, at Subcontractor's own expense. Subcontractor will also repair any surrounding parts of the structure that are damaged due to any failure in Subcontractor's work during the warranty period stated herein.

#### **M. LAWS, REGULATIONS, AND SAFETY**

Subcontractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, rules and regulations, whether federal, state, or municipal, particularly those relating to wages, hours, working conditions, Section 3, EEO, non-discrimination, conflict of interest, anti-kickback, safe operations, all applicable union contributions, and the payment of all taxes. Subcontractor will comply with all statutes and regulations that establish safety requirements (including, but not limited to those of OSHA and any state agency regulating job-site safety). By signing this Agreement, Subcontractor knowingly and willingly accepts full responsibility for the safe

operation of all of its activities and the protection of other persons and property during the course of this project. Subcontractor is to furnish all warranty information and operation manuals relating to its work on the project to Contractor.

#### **N. SUBCONTRACTOR DEFAULT**

If Subcontractor fails to diligently complete work under this Agreement or fails in any way to perform in accordance with all the terms and conditions of this Agreement, then Contractor may, without prejudicing any other rights they may have, give a 72-hour Notice to Subcontractor to cure his/her default. If Subcontractor does not cure his/her default within 72 hours of receiving notice, and then Contractor may immediately terminate this Agreement for cause by giving Subcontractor notice of termination of this Agreement. Contractor will deduct the cost to resolve any deficiencies in the work or defaults and Contractor will then have no duty to pay Subcontractor any remaining funds due until the project has been completed. If the cost to complete Subcontractor's work and the amount of funds paid to Subcontractor to date exceeds the contract amount of this Agreement, Subcontractor will then be responsible for immediately paying this difference to Contractor. Subcontractor is responsible for paying all of Contractor's attorney's fees and court costs in connection with the enforcement of this clause.

#### **O. ASSIGNMENT**

Any assignment of any part of this contract is prohibited and void without the prior written consent of Contractor.

#### **P. DISPUTE RESOLUTION AND ATTORNEY'S FEES**

Any controversy or claim arising out of or relating to this Agreement involving an amount less than \$5,000 (or the maximum limit of the Small Claims Court) shall be handled through the Small Claims Court. Any dispute over the dollar limit of the Small Claims Court arising out of this Agreement shall be submitted to an experienced private construction mediator who shall be mutually selected by the parties to conduct mediation. The mediator shall also be either a licensed attorney or retired judge who is familiar with construction law.

Subcontractor agrees to contractually make this provision bind and "flow down" to all lower-tier Subcontractors. This Agreement is not assignable. The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of its reasonable attorney's fees and costs incurred, and shall be entitled to post-judgment interest at the legal rate.

#### **Q. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION**

This Agreement represents and contains the entire agreement and understanding between the parties. Prior discussions or verbal representations by Contractor or Subcontractor that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement should be made in writing and executed by Subcontractor and Contractor.

#### **R. REQUIREMENTS FOR PAYMENT**

- Invoice – this document must include
  - Date
  - Invoice number
  - Name and address of the company
  - Address where work was performed
  - Detailed summary of the work completed
  - Total amount
- Contract for Services
- Certificate of Completion
- Email photos in JPG format of the work in progress and completed pictures. (See Attachment A)

**YOU WILL NOT RECEIVE PAYMENT WITHOUT IN PROGRESS AND COMPLETED PROJECT PHOTOS**

## **S. ADDITIONAL TERMS AND CONDITIONS**

Job Site Rules for all Projects shall be attached hereto, or included in the Scope of Work Exhibit, or may be later incorporated by written change order.

**Conflicts of Interest.** The Subcontractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the Contractor, Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Subcontractor in connection with any work contemplated or performed relative to this Subcontractor Agreement. The Subcontractor acknowledges, understands, and agrees that this contract agreement shall be null and void if the Subcontractor is, or within the past six months has been, an employee of the State of Tennessee or if the Subcontractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of Habitat for Humanity of Greater Memphis, Habitat for Humanity of TN or the State of Tennessee.

**Lobbying.** The Subcontractor certifies, to the best of its knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Subcontractor shall require that the language of this certification be included in documents for all sub-contracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.1352.

**Nondiscrimination.** The subcontractor agrees that no person shall be excluded from the participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the subcontractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The subcontractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**Equal Employment Opportunity.** Subcontractor agrees to comply with Executive Order 11246 entitled Equal Employment Opportunity, and the regulations issued pursuant thereto which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of a federally assisted construction contract. Subcontractor will cause this provision to be inserted in all sub-subcontractor contracts/subcontracts for any work covered by this contract so that such provisions will be binding upon each contractor and subcontractor, provided the foregoing provisions of this subparagraph shall not apply to contracts and subcontracts for standard commercial supplies and raw materials when said contract is less than Ten Thousand Dollars (\$10,000).

**Disabled Persons.** Subcontractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990.

**Employment of Illegal Immigrants.** The Subcontractor hereby certifies that it will comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Subcontractor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any sub-subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event the Subcontractor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this agreement may be canceled, terminated or suspended in whole or in part by the Contractor, and the Subcontractor may be prohibited from contracting to supply goods and/or services to the Contractor for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the Contractor.

**Drug Free Workplace.** Subcontractor agrees that it will maintain a drug free workplace in accordance with the requirements of 24 CFR 21 and shall administer this program in adherence to HUD's policy for drug and alcohol free facilities.

**Licensure.** The subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall provide proof of insurance.

**Debarment and Suspension.** I certify that neither my company, nor I individually:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- B. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against me (us) from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section Tb. of this certification; and
- D. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

**Background Check Policy.** Subcontractor is required to follow its company policy regarding background checks and will indemnify Habitat for Humanity of Greater Memphis on the subcontractor's policy of insurance.

**Records.** The Subcontractor shall maintain documentation for all charges and items listed under this Subcontractor Agreement. The books, records, and documents of the Subcontractor and any approved Sub-subcontractor, insofar as they relate to work performed or money received under this Subcontractor Agreement, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable notice the Contractor, the Comptroller of the Treasury, or their duly appointed representatives.

I have read, I understand, and I agree to all of the terms and conditions contained in the Agreement above, and I have full authority to enter into this Agreement, fully binding the party that I represent.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Habitat for Humanity  
of Greater Memphis'  
Director of Construction \_\_\_\_\_ Date \_\_\_\_\_



## Attachment A

### Project Photograph Requirements

(Inspections, In-Progress, Final Photos)

Photographs must be included as part of the invoicing procedure. The first photographs shall document the appearance and condition of the home and inspected items prior to work agreed upon in the Scope of Work (SOW) agreement. Subsequent in-progress reports shall document the appearance of the items listed on the SOW as the work is being completed. With the understanding that some items do not have a "moment in time where a photograph captures "in-progress", i.e. (a grab bar was not there and now a grab bar has been installed), it is expected that all affiliates, contractors and subcontractors will use due diligence in capturing necessary photos. In the event that adequate in-progress pictures were never taken or there are not enough to support the work completed; a third party inspector chosen by each partner in the Senior Trust Program may request an item be opened back up for inspection purposes. Habitat for Humanity of Greater Memphis (HFHGM) may be acting as a third party inspector for other partners in the Senior Trust program and at their discretion determine if photos were needed and/or were sufficient. HFHGM will be subject to these same requirements for their projects.

The required in-progress photos generally required:

- During roof systems removal to include shingles, decking, rotten wood in rafters or cornice
- During roof systems replacement indicating the above mentioned items have been remediated
- During removal of any exterior veneer capturing conditions behind the veneer
- During replacement of the above to show any conditions were remediated
- During removal of interior walls or ceilings capturing conditions behind the same
- During installation of new walls or ceilings showing remediation's were completed
- During floor covering or floor decking removal capturing conditions below
- During floor covering or decking replacement showing remediation's were completed

Quantity of pictures: Judgement should be exercised as to the quantity of photographs but must be enough to adequately support what work was completed. Large or complex projects will require more photographs to properly document the progress.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_