

VENDOR ONBOARDING DOCUMENT 2024

510 Compton St., Suite 101, Broomfield, Colorado 80220 ap@unifiedbuildinggroup.com

Our relationships with our Vendors, Subcontractors and Contractors are extremely important to UBG 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:

Unified Building Group, 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 UBG'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 UBG 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 Unified Building Group, 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 workdays. 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. **Unified Building Group, LLC, will not be held liable for the theft of tools or equipment on the jobsite.** ***If you are accessing the project property through a lock box, please leave the key in the lock box. The key should not leave the property.*

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:

Unified Building Group, 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. UBG 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 Unified Building Group, LLC & or UBG 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 Unified Building Group, 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: Unified Building Group recommends the following:

- 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:

Unified Building Group, 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 Unified Building Group, 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, Unified Building Group may terminate the engagement of the Vendor/Subcontractor/Contractor immediately and without prior written notice.

Subcontracts & Change Orders:

No work can commence without a signed and approved subcontract being in place. Change orders must be submitted via email with a proposal to the project PM & copied to <u>office@teamubg.com</u> On approval a PO will be sent to the Vendor/Subcontractor/Contractor. **NO PO - NO GO**

Acknowledgement and Acceptance:

Please acknowledge your acceptance of the terms of this engagement by completing and signing the Vendor/Subcontractor/Contractor Information form.

Please keep a copy for your records

Vendor Payment Policy - 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 <u>www.irs.gov</u>

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 Unified Building Group LLC & UBG 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.
- 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 & notarized Progress or Final Conditional Lien Release. Both Conditional and Unconditional lien waivers are attached to this package. Failure to provide an Unconditional Lien Release, will result in delayed payment processing for future invoices, or forfeiture of being selected for future UBG projects.

All invoices, lien waivers & company documents must be submitted electronically to ap@unifiedbuildinggroup.com

Payment Schedule:

All Invoices will be paid on a **Net 45-day payment cycle from the date of submittal** (pending approval from the project PM). Checks are cut on the 1st & 15th, we cannot cut checks on non-processing days.

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.

Direct Pay Option:

We offer the convenience of a direct pay option. For setup please provide the following information via email to <u>ap@unifiedbuildinggroup.com</u>

- Your bank name and address
- Account number & routing number
- Copy of a voided check

VENDOR / SUBCONTRACTOR / CONTRACTOR INFORMATION

Company Name:

Contractor Name:

Business Address:

Business Phone:

Email:

Emergency Contact (Name/Phone):

Services Provided:

By signing below, I state that I have read and understand the Independent Vendor/ Subcontractor/Contractor Agreement & Vendor Payment Policy Appendix A 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 <u>office@teamubg.com</u>. Do not forget to sign and date!

APPLICATION AND CER	TIFICATION FOR PAYME	NT AIA DOCUMENT G702	PAGE ONE OF 1 PAGES					
TO CONTRACTOR:	PROJECT:	APPLICATION NO:	1 Distribution to: OWNER ARCHITECT					
ROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO:	CONTRACTOR					
		PROJECT NOS:						
CONTRACT FOR:		CONTRACT DATE:						
CONTRACTOR'S APPLIC application is made for payment, as shown be continuation Sheet, AIA Document G703, is a	low, in connection with the Contract.	information and belief the Work cover completed in accordance with the Cor the Contractor for Work for which pre-	that to the best of the Contractor's knowledge, red by this Application for Payment has been ntract Documents, that all amounts have been paid by evious Certificates for Payment were issued and nd that current payment shown herein is now due.					
 ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) 	\$\$\$	CONTRACTOR:						
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00 By:	Date: 6/21/201					
 RETAINAGE: a% of Completed Work (Column D + E on G703) b% of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or 	\$ <u>0</u> \$	State of: Subscribed and sworn to before me th Notary Public: My Commission expires:	County of: is day of					
Total in Column I of G703) TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) CURRENT PAYMENT DUE BALANCE TO FINISH, INCLUDING RE (Line 3 less Line 6)	\$\$ \$\$ TAINAGE \$	0.00 In accordance with the Contract Docu comprising the application, the Archit Architect's knowledge, information as						
CHANGE ORDER SUMMARY Total changes approved in previous months by Owner	ADDITIONS DEDUCT		d differs from the amount applied. Initial all figures on this Sheet that are changed to conform with the amount certified.)					
Total approved this Month		By:	Date:					
TOTALS	\$0.00	\$0.00 This Certificate is not negotiable. The	e AMOUNT CERTIFIED is payable only to the					
	\$0.00		Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.					

APPLICATION NO: APPLICATION DATE:

PERIOD TO:

Work Order Number:

Α	В	С	D	Е	F		Ĵ	Н	Ι
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CON FROM PREVIOUS APPLICATION (D + E)	1PLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
					D OK E)				
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

WAIVER OF LIEN CONDITIONAL (C.R.S. 38-22-119)

This lien waiver is contingent upon payment to ______, (contractor/subcontractor) of \$______ (Inv. #______) as payment for goods or services sold to **Unified Building Group, LLC** and furnished and/or for the job (Job #)______. to the following described property:

Upon receipt and bank clearance of the check for the above sum, the undersigned hereby releases all right to claim a mechanic's lien against the above-described job from any and all claims for materials furnished and/or labor performed in the said amount through ______(date). This lien waiver does not affect the undersigned's interest in unpaid amounts for past or future goods or services or not covered in the amount set forth above. The undersigned hereby acknowledges, confirms, certifies and states that all debts, owed to any third party, relating to the goods or services covered by this lien waiver have been paid or will be timely paid.

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					[Company Na			
					By: [Signature]			
					Name: [Printed Na	ame]		
					Title:			
STATE OF		ti ma ta ta angangan di sana ang sa						
COUNTY OF			 		 			
Before	me	this	dav	of	20		personally	appea

Before me, this ____day of _____, 20__, personally appeared _____, who is personally known to me, or who has produced ______as identification, and who did not take an oath.

Notary Seal:

Notary Public

WAIVER OF LIEN UPON FINAL PAYMENT (C.R.S 38-22-119)

(City)

(State)

(Date)

The undersigned in consideration of the final payment in the amount of hereby waives all right to claim a mechanics lien for labor, services, machinery, tools, equipment laborers or materials furnished to **UNIFIED BUILDING GROUP LLC** prior to , **2021** on the **job #** to the following described property:

The undersigned hereby acknowledges, confirms, certifies and states that all debts owed to any third party, relating to the goods or services covered by this lien waiver have been paid or will be timely paid.

	Company:
	Ву:
	Name:
	Title:
State of	_
County of	
Before me thisday of	, 20, personally appeared
	, who is personally known to me, or who has
produced,	as identification and who did not take an oath.
Notary Seal:	Notary Public: