

## SUBCONTRACTOR PACKAGE

PLEASE READ ALL INSTRUCTIONS CAREFULLY

You have hereby entered into a Subcontractor relationship with PBC BUILDING CORPORATION. This package outlines the insurance requirements, pay schedule, safety requirements, etc... for anything you do while working as a Subcontractor for PBC BUILDING CORPORATION. The attached information is to be completed and emailed to Becky Benson in Accounting at [invoices@pbcdesignbuild.com](mailto:invoices@pbcdesignbuild.com) **BEFORE** you begin work. Hard copies are not accepted at our office, only email.

**No application for payment of completed work will be accepted or processed without these completed items.** Forms will be reviewed within 24 hours of receiving. Becky will inform the Project Manager if (1) the Subcontractor can begin working or (2) there was an error in the documentation and the forms will need to be resubmitted.

Please complete and return:

- Master agreement
- Subcontract
- Subcontractor profile
- W-9 form
- Direct deposit form
- Subcontractor requirements / Safety / Cleanliness / OSHA requirements
- Insurance certificate with our insurance requirements

Please read and keep for your files:

- Pay schedule
- Subcontractor application for payment (must be turned in with EACH invoice)

Items required when submitting invoices (due by 4:30pm on Friday per the pay schedule):

- Invoice w/ invoice number
- Subcontractor application for payment form (to include)
  - Job name & address
  - Invoice number
  - Project Manager
  - Amount of contract & current amount due
  - Description of work completed & signature
- Email invoice & application to payment to [invoices@pbcdesignbuild.com](mailto:invoices@pbcdesignbuild.com)
- Late invoices will be held until the next billing/payment cycle.

All items must be included with your submittal, or you will not be paid.

If you have any questions, please contact Becky Benson at 910.763.8760, then press 2.

We look forward to a productive and professional working relationship with you on our projects.

## SUBCONTRACTOR PROFILE

COMPANY NAME: \_\_\_\_\_  
(As it is to appear on your check AND your insurance—pay applications must be submitted accordingly)

CONTACT NAME: \_\_\_\_\_

OWNER(S): \_\_\_\_\_

TAX I.D. OR SOCIAL SECURITY NUMBER: \_\_\_\_\_

BUSINESS TYPE:   \_\_\_ INDIVIDUAL   \_\_\_ PARTNERSHIP   \_\_\_ CORPORATION

PLEASE SPECIFY YOUR TRADE: \_\_\_\_\_  
(Framing, Roofing, Painting, Etc.)

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SUBCONTRACTOR ACKNOWLEDGEMENT:**

I HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS AND CONDITIONS AND RESPONSIBILITIES AS A SUBCONTRACTOR FOR PBC BUILDING CORPORATION.

SIGNATURE(S): \_\_\_\_\_

PRINTED NAME(S): \_\_\_\_\_

TITLE(S): \_\_\_\_\_

DATE: \_\_\_\_\_

## DIRECT DEPOSIT VIA ACH (ACH CREDIT)

Direct Deposit via ACH is the deposit of funds to a consumer's account for payroll, employee expense reimbursement, government benefits, tax and other refunds, and annuities and interest payments.

Check all that apply:  Begin Deposit  Change Information

I have provided information for my account below.

I (we) hereby authorize **PBC BUILDING CORPORATION** to electronically credit my (our) account (and, if necessary, to electronically debit my (our) account to correct erroneous credits. I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

Checking Account /  Savings Account (select one) at the depository financial institution ("Depository") named below.

Depository Name \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Name(s) on the Account \_\_\_\_\_

Amount of credit (i.e., flat amount or percentage) \_\_\_\_\_

Date(s) and or frequency of credit(s) \_\_\_\_\_

I (we) understand that this authorization will remain in full force and effect until I (we) notify PBC BUILDING CORPORATION in writing that I (we) wish to revoke this authorization. I (we) understand that PBC BUILDING CORPORATION requires at least 10 days prior notice in order to cancel this authorization.

Name(s) (Please Print): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ► _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-																
	-		-																	
<b>or</b>																				
<b>Employer identification number</b>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-																		
	-																			

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# MASTER AGREEMENT

## BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR

THIS MASTER AGREEMENT (this "Agreement") is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between PBC BUILDING CORPORATION, a North Carolina corporation having an address of 3902 Market St. #100 Wilmington, NC 28403 (the "Contractor"), and \_\_\_\_\_ having and address of \_\_\_\_\_ (the "Subcontractor").

### RECITALS

- A. The Contractor is a general Contractor duly licensed in the State of North Carolina;
- B. The Subcontractor, whose Taxpayer Identification Number is \_\_\_\_\_, desires to perform various jobs (the "Jobs") for the Contractor from time to time; and
- C. The relationship of the Contractor and the Subcontractor with respect to such jobs shall be governed and controlled by the terms and conditions of this Agreement, as well as any written job-specific scope of work and any other similar written agreement relating to one or more specific job(s) (collectively, the "Scope of Work").

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

### ARTICLE 1

#### GENERAL PROVISIONS

1. The Contractor and the Subcontractor agree to be bound by the terms and conditions of this Agreement, as well as the terms and conditions of the applicable Scope of Work with respect to each of the Jobs.
2. The term of this Agreement shall commence on the day and year first above written, and this Agreement shall continue in full force and effect until the earlier to occur of:
  - a. December 31, 2050; and (b) express written termination of this Agreement by the parties hereto.
3. The Subcontractor shall have the full and complete obligation and responsibility for the performance of the duties and/or work described in the applicable Scope of Work for each of the Jobs, including, without limitation, the labor, materials and equipment necessary, therefore. It shall be the sole responsibility of the Subcontractor to monitor and supervise each Job, and to ensure that all standards, options and extras are verified and installed.
4. The Subcontractor shall devote, during the term of this Agreement, such time, energy, knowledge, labor, materials, tools, equipment and skill as are necessary in the performance of his/her/its duties hereunder. The Subcontractor shall obtain and pay for all permits and licenses necessary for the completion and execution of the Subcontractor's work. The Subcontractor shall be responsible for all taxes which are

imposed directly or indirectly on materials, work, labor or services required to fulfill the Subcontractor's obligations.

5. The Contractor shall pay the Subcontractor for each Job in accordance with the terms and conditions of the applicable Scope of Work for such Job.
6. The Subcontractor is retained by the Contractor only for the purposes and to the extent set forth in the Agreement and in the various Scopes of Work for the Jobs. The Subcontractor's relationship to the Contractor shall be that of an Independent Contractor. The Subcontractor shall be free to dispose of such portions of his entire time, energy, knowledge, labor, materials, tools, equipment and skill as he is not obligated to devote hereunder to the Contractor in such manner as he deems advisable. Nothing in the Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Subcontractor in accordance with his independent and professional judgment. The Subcontractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade and in strict accordance with all applicable laws.
7. The Subcontractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Contractor pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to the Contractor's employees. To the extent required by applicable law, the Contractor shall report, to the applicable governmental authority, the amounts paid to the Subcontractor. The Contractor shall not withhold, from sums becoming payable to the Subcontractor, any amounts for State or Federal Income Tax or for FICA (Social Security) Taxes.
8. Any notice given hereunder or in connection with this Agreement, any Scope of Work or any Job shall be in writing and shall be deemed given on the earliest to occur of the following: (a) on the third (3<sup>rd</sup>) business day following mailing of such notice, postage paid, to the address set out herein above; (b) on the date of personal delivery of such notice; and (c) on the day actually signed for the address set out herein above, whether delivered by U.S. Mail, overnight courier or otherwise.
9. In the unlikely event that the Internal Revenue Service should determine that the Subcontractor is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the Subcontractor shall acknowledge, as the Subcontractor acknowledges herein, that all payments to the Subcontractor are gross payments, and the Subcontractor is responsible for all income taxes and social security payments thereon.
10. The work of Subcontractor and its agents and employees shall be performed by trained, knowledgeable and experienced individuals in a good and workmanlike manner and in accordance with all applicable law, using new high-quality materials. Workmanlike quality, at a minimum, meets or exceeds those criteria indicated in applicable building codes, using materials and installation methods identified in the Scope of Work. All work shall conform to those standards stipulated in the applicable building codes, fire codes, mechanical codes, plumbing codes and electrical codes. All work shall meet or exceed National Association of Home Builders Performance and Building Standards.
11. In situations where work is not completed in a quality manner in accordance with all terms, conditions and provisions of this Agreement and the applicable Scope of Work, the Subcontractor shall, at his/her/its sole cost and expense, promptly correct such deficiencies. All items shall be completed by the Subcontractor to the satisfaction of the Contractor before any payment for such work shall be due and payable.

12. The Subcontractor shall be responsible to monitor the Contractor's Production Scheduling for all Job assignments and date/time work is to be performed for each Job. Due to variables during the construction process it may be necessary for the Contractor to schedule Jobs ahead of or behind dates/time as originally communicated. The Subcontractor shall accommodate the Contractor's Production Schedule, even if revisions are necessary so long as such revisions are communicated to the Subcontractor.
13. The Subcontractor will provide to the Contractor an invoice upon completion of each Job. Each invoice shall be numbered so that the invoice number is unique and specifically references the Job. Each invoice will contain the Lot ID Number as found on the jobsite Document Box. The Subcontractor will not submit an invoice which references multiple lots/Jobs. All work to be performed in accordance with the Scope of Work, Job-specific work orders and Job-specific customer selection sheets. No extras or changes will be paid unless pre-approved by the Contractor via written Change Order or Variance Purchase Order signed by the Contractor and the Subcontractor.
14. The Subcontractor hereby guaranties the quality of his/her/its work, including materials, labor and other components, to be free from defect and to be in strict conformance with this Agreement, the Scope of Work, any other written agreements between the Contractor and the Subcontractor for such job and all applicable laws, for the longer of the following: (a) a period of two (2) years from date of issuance of a certificate of occupancy for the Job; and (b) a period of three (3) years from the date of the Scope of Work for such Job. The Subcontractor shall have seven (7) days in which to correct any Warranty problem. Inspection by the Contractor and subsequent payment by the Contractor for any work shall not constitute acceptance or approval of such work or waiver of the warranty for such work. If any warranty issue is not corrected within seven (7) days after written notice to the Subcontractor regarding the same, the Contractor may (without obligation) correct the problem on behalf of the Subcontractor and charge such corrective action to the Subcontractor at the rate of fifty dollars (\$50.00) per hour, with a minimum charge of one hundred dollars (\$100.00), plus the cost of any necessary materials and equipment. If the actual cost to the Contractor is higher than the aforementioned amounts, then the Subcontractor shall reimburse the Contractor for the actual cost uncured by the Contractor.
15. The Subcontractor shall, at the request of the Contractor in connection with any payment to the Subcontractor and at the Subcontractor's sole cost and expense, submit to the Contractor a release of all mechanics' and materialmen's liens for work performed at the Job prior to the date of such payment. In connection with final payment, the Subcontractor shall, at the Subcontractor's sole cost and expense, submit to the Contractor a release of all mechanics' and materialmen's liens for the Job, together with all manufacturer warranties and other warranties and materials and information in connection with the Job.
16. The Contractor may terminate the services of the Subcontractor at any time, with or without cause. If the Subcontractor fails to comply with any terms of this Agreement or any of the terms of any of the other agreements contemplated herein, the Contractor may declare the Subcontractor in default by providing written notice of such default to Subcontractor. If the Subcontractor fails to completely cure such default within five (5) days following such notice, then the Contractor may (without obligation) cure the default on behalf of the Subcontractor and charge such corrective action to the Subcontractor at the rate of fifty dollars (\$50.00) per hour, with a minimum charge of one hundred dollars (\$100.00), plus the cost of any necessary materials and equipment. If the actual cost to the Contractor is higher than the aforementioned amounts, then the Subcontractor shall reimburse the Contractor for the actual cost incurred by the Contractor.

17. The Subcontractor shall complete the work on each Job within the timeframe set forth in the Scope of Work or other applicable written agreements between the Subcontractor and the Contractor, time being of the essence. In agreeing to complete the work within such timeframe, the Subcontractor has taken into consideration and made allowance for ordinary delays and hindrances incident to such work, whether growing out of delays of common carriers, delays in securing material or workers, changes, omission, alterations, weather or otherwise. The Subcontractor hereby acknowledges and agrees that any delay in completion of the work may result in monetary damages to the Contractor for which the Subcontractor shall be responsible.
18. The Contractor and the Subcontractor expressly agree that no changes or alterations in the work, price or time, as provided in the Agreement, the Scope of Work or any other written agreement between the Contractor and the Subcontractor shall be made unless a written change order is mutually agreed upon and signed by the Contractor and the Subcontractor. If the Subcontractor elects to execute changes without formal notice and written consent from the Contractor, the Subcontractor will do so at his/her/its own risk and expense.
19. The Subcontractor shall keep the Job site and surrounding area free from accumulation of waste materials or rubbish. The Subcontractor will be responsible for cleaning up on a daily basis. If the Subcontractor fails to clean up as set forth herein, the Contractor may (without obligation) do so on behalf of the Subcontractor and charge the Subcontractor therefor at the rate of fifty dollars (\$50.00) per hour, with a minimum charge of one hundred dollars (\$100.00), plus the cost of any necessary materials and equipment. If the actual cost to the Contractor is higher than the aforementioned amounts, then the Subcontractor shall reimburse the Contractor for the actual cost incurred by the Contractor.
20. Where required by laws, ordinances, rules and regulations, the Subcontractor shall request and coordinate inspection of the Subcontractor's work at the appropriate time with the appropriate authority having jurisdiction over the Job. If the Subcontractor performs work contrary to laws, statutes, ordinances, building code or regulations, the Subcontractor shall assume full responsibility for such work and shall bear the attributable costs for placing such work in conformance. If the Subcontractor fails to conform such work, the Contractor may (without obligation) do so on behalf of the Subcontractor and charge the Subcontractor therefor at the rate of fifty dollars (\$50.00) per hour, with a minimum charge of one hundred dollars (\$100.00), plus the cost of any necessary materials and equipment. IF the actual cost to the Contractor is higher than the aforementioned amounts, then the Subcontractor shall reimburse the Contractor for the actual cost incurred by the Contractor.
21. The Subcontractor agrees to indemnify and hold harmless the Contractor, and all of its agents, employees, principals, officers, owners, directors, shareholders, members and partners, from and against any and all claims, losses, costs, damages, expenses, fees (including attorneys' fees), settlements and judgments arising out of or in connection with the Subcontractor's, or any of its agents, employees, principals, officers, owners, directors, shareholders, members, partners or invitees, action or inaction in connection with any Job, including, without limitation, any default by the Subcontractor under this Agreement or under any of the other written agreements contemplated herein.
22. The Subcontractor shall, at its sole cost and expense obtain and maintain, worker's compensation and disability insurance to the extent and in the amount required under applicable law. The Subcontractor shall also maintain all-risk insurance covering itself, the Contractor and the owner against personal injuries and property damage. Personal injury coverage shall not be less than \$1,000,000.00 for one person and \$2,000,000.00 per single accident, and property coverage shall not be less than \$1,000,000.00 for one



accident and \$2,000,000.00 in the aggregate. The Subcontractor, at its sole cost and expense, shall provide the Contractor with written proof of such insurance coverages.

23. This Agreement and the other written agreements contemplated herein contain the entire agreement of the parties regarding the subject matter of the Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
24. No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.
25. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
26. This Agreement may be modified or amended only if made in writing and signed by both parties.
27. This Agreement shall be governed by the laws of the State of North Carolina.
28. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
29. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, each adopting the word "SEAL" as his/her/its seal, as of the day and year first above written.

SUBCONTRACTOR

Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR CONTACT INFORMATION

PBC BUILDING CORPORATION

3902 Market St. #100 Wilmington, NC 28403

Office Phone: 910.763.8760

Email: [invoices@pbcdesignbuild.com](mailto:invoices@pbcdesignbuild.com)

GC License Number: 10293

# SUBCONTRACT

## GENERAL CONDITIONS

### INDEMNIFICATION

The work performed by the Subcontractor shall be as the risk of the Subcontractor exclusively. To the fullest extents permitted by law, Subcontractor shall indemnify and keep harmless (at Subcontractor's sole expense) PBC BUILDING CORPORATION, the owner (if different from PBC BUILDING CORPORATION), affiliated companies of PBC BUILDING CORPORATION, their partners, joint ventures, representative, member, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Subcontractor or its agents. These indemnity and defense obligation shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Said indemnity and defense obligation shall further apply, whether or not said claims arise out of concurrent act, omission, or negligence of the indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend PBC BUILDING CORPORATION or Owner for claims found to be due to the sole negligence or willful misconduct of the Indemnified Parties.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after the Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are Indemnified hereunder are fully and finally barred by applicable laws.

### INSURANCE

The Subcontractor shall furnish to PBC BUILDING CORPORATION, prior to the commencement of the work under this Subcontract, copies of insurance and appropriate certificates evidencing that the aforesaid insurance is in force and fully paid to date. The certificates shall specifically identify the work and job to be performed hereunder, and if the Subcontractor shall sublet any of this work to a third party, the said third party shall not commence any work under this Subcontract until he had delivered the appropriated policies and certificates required to be delivered hereunder.

The insurance coverage shall be of sufficient type, scope and duration to ensure coverage for PBC BUILDING CORPORATION or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose, which pertain to any work performed by or on behalf of PBC BUILDING CORPORATION and Owner for a period of three years, or the expiration of the Statute of Limitations pursuant to NC Code of Civil Procedure, whichever is later. All Subcontractor insurance carriers must maintain an AM Best rating of "A" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

All insurance policies and certificates provided hereunder shall become a part of this Subcontract. The policies and insurance company issuing same must be acceptable to PBC BUILDING CORPORATION. The certificate shall provide at least thirty (30) days written notice received by PBC BUILDING CORPORATION prior to cancellation and termination or modification of coverage.

As a Subcontractor providing services to PBC BUILDING CORPORATION, we require that you provide us with evidence of insurance with the minimum requirements outlined below:

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

PBC BUILDING CORPORATION shall be named as ADDITIONAL INSURED for the duration of the contract for all jobs performed by Subcontractor on behalf of PBC BUILDING CORPORATION.

Subcontractor's General Liability policy should contain the CG2037 or equivalent form attached to its policy and should specifically be noted in the remarks section of the certificate of insurance.

Workers Compensation and Employer's Liability

Workers Compensation	State Statutory Limits
Employer's Liability	State Statutory Limits
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Again, the above coverages must be placed with insurance companies with an A.M. Best rating of "A" or better.

*Please provide the above information regarding coverage limits to your insurance agent when ordering new insurance certificates. Again, please note the requirement for PBC BUILDING CORPORATION to be shown as "additional insured with regard to general liability".*

*Failure to provide proper, current certificates to PBC BUILDING CORPORATION will result in the delay of processing any draw/payment requests current at the time.*

EXECUTION AND AGREEMENT

The following enter into a binding SUBCONTRACT per this CONTRACT and the ATTACHMENTS listed for work to be performed. SUBCONTRACTOR agrees to observe and enforce all the terms and requirements listed therein.

SUBCONTRACTOR

Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

Date: \_\_\_\_\_

*\*All contracts and modifications to your contract should be reviewed, approved and integrated by your attorney prior to use in any document\**

## GENERAL SUBCONTRACTOR REQUIREMENTS

You have been awarded work on a PBC BUILDING CORPORATION project. You represent this company on the job. Please read the following and understand your responsibilities.

1. We rely upon you to help spot any problems on the job. If you anticipate a problem not addressed on the plans, or if you find any code violations that need attention, please notify us promptly.
2. All bids should be based on a job site visit. Any problem caused later by conflicting conditions will become your responsibility.
3. All of your personnel on our project should support our company and speak highly of it. You are an integral part of our marketing and customer service. Together our businesses stand to gain through our joint positive efforts.
4. Over the course of our working relationship, we will refer appropriate work to you, and will look for you to supply us with leads as well. If any of our customers request work directly from you within one year of working on that project, please notify us. You will need our permission to work directly with our customers.
5. If for any reason you arrive on the job site and additional work is needed before you can proceed, please contact the Project Manager immediately. We can often solve your problem without delay, and if not, we will work to solve the immediate problem and avoid any future work stoppages. If you have any delays, please advise ASAP. A phone call is always appreciated.
6. Your work areas are to be left ***broom clean*** by you ***at the end of each day***. All sweepings are to be collected and properly disposed of in the on-site dumpster or trash can. Failure to properly clean up your work site could result in payment delays and/or back-charges to your company for the added costs for clean-up of your work site.
7. Radios are not to be heard off the property line and are to be turned off when Contractor (PBC BUILDING CORPORATION) and/or Owners are on site.
8. Our jobsites are smoke free environments. Absolutely no smoking is allowed. This includes on site, in the home or on any adjacent property to our home sites.
9. Acceptance and unloading of your material deliveries, their storage/protection/insurance and all other risk of loss of your materials and equipment is your responsibility.
10. All labor and material is to be fully guaranteed by you for the period of one year after substantial completion. Any manufacturer's warranties that exceed this one-year period are to be given to the customer for their use. You are to give all customers the proper instructions/paperwork that pertain to the maintenance and working of all equipment that you install.

11. We work by written contract. Your contract should include the date of plans and all specifications, including model numbers, etc. We assume your subcontract includes all work listed and shows (unless otherwise specified) all labor, material and necessary equipment.
12. Invoices/Draws for work completed are due to Becky via email according to the pay schedule in your packet. The required invoice format and Certification by Subcontractor is included in this package. Note again the information concerning current certificated of insurance as shown on the Subcontractor Application & Agreement. Be advised some jobs pay monthly only, check with your Project Manager.
13. If required by PBC BUILDING CORPORATION, you are to furnish the appropriated Mechanic's Lien Release (for Subcontractor and Subcontractor suppliers) with your Invoice/Draw. PBC BUILDING CORPORATION reserves the right to issue payment in the form of joint checks made payable to the Subcontractor and Material Supplier.

## SAFETY/CLEANLINESS POLICY

As PBC BUILDING CORPORATION strives to deliver high quality homes, we would like to inform you of three initiatives that we have created. These initiatives are designed to deliver the highest quality work environment for our Subcontractors and homeowners alike.

1. Jobsites start out as clean building lots that grow into houses under construction to homes for our clients. It is OUR responsibility to keep them clean throughout the process. Going forward, if a PBC employee finds trash, food, drink containers or an unclean/unorganized work area on site, there will be a back-charge of \$200 per incident. If you show up and in your opinion the site looks to be in poor condition, we ask that you clean the area and inform a PBC employee. Lack of doing so will also result in a fine to your company.
2. As we strive to keep everyone safe, we have chosen to create a fine policy, related only to fall protection and electrical dangers. Please consult your safety plan to find out what items will pertain to your trade. We specifically will not tolerate:
  - a. anyone not using fall protection (correctly) over the height of six feet high/ten feet on scaffolding.
  - b. any misused or poorly maintained electrical cords or devices.If any PBC employee sees a violation, there will be a \$500 back-charge per incident.
3. Our jobsites are smoke free environments. Absolutely no smoking is allowed. This includes on site, in the home or on any adjacent property to our home sites. Any violation of this will result in a fine of \$200. Remember if there are cigarette butts on the site as you arrive please dispose of them and inform a PBC employee. If not, this will be assumed to be yours if discovered at a later time.

In each of the above situations we will take a photo of the incident and make an effort to reach you with the picture immediately via email or text. We will keep this on file at the office as well. The back-charge will be removed from your next pay deposit.

Thank you for your help trying to provide everyone with a quality work environment.

## OSHA SAFETY INSPECTION AND REQUIREMENTS

PBC BUILDING CORPORATION desire is to operate each project in a safety conscious and professional manner. This includes operating within the standards and requirements set forth by OSHA. Our main focus is the safety of our employees, clients, yourself and your employees. The last thing that we want is for anyone to get hurt on any of our projects.

As a professional in the construction industry, it is your responsibility to be knowledgeable of the OSHA requirements and guidelines that pertain to your trade. In addition, you need to be sure that your workers are following these guidelines. This will only be accomplished through training and education on your part.

We have directed our employees to enforce the OSHA requirements on their projects and to adhere to them themselves.

If you are unsure of the requirements that relate directly to your trade, please feel free to contact our local OSHA office as they offer consultations tailored to your specific needs.

The following equipment is required by our safety program and needs to be with your crews at all times:

- Hardhats for each worker
- Hard sole shoes on each worker
- Safety glasses
- First aid kit
- Drinking water with disposable cups
- Fire extinguisher (ABC-5 lb. minimum)
- MSDS sheets relating to any products that you handle
- Fall protection equipment (in good working condition)
- Proper and safe electrical cords and equipment
- Respirators as may be required in your trade

Remember, OSHA standards and requirements are a mandate, not a suggestion. It is the LAW.

### SUBCONTRACTOR

Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

Date: \_\_\_\_\_



3902 Market St. #100  
 Wilmington, NC 28403  
 910.763.8760 (Office)

**SUBCONTRACTOR APPLICATION FOR PAYMENT**

Pay Date:
Job Number:

Subcontractor Name: \_\_\_\_\_

Job Name (Address / Client): \_\_\_\_\_

Job Project Manager

Invoice #: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

\_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Cost Code: \_\_\_\_\_

Change Orders: \_\_\_\_\_

Revised Contract Total: \_\_\_\_\_

Contract Billable Balance: \_\_\_\_\_

Contract Balance: \_\_\_\_\_

Description of Work: \_\_\_\_\_

1. This form, along with your original invoice, is required for payment to be made.
2. If this form or an invoice are received without the other, no payment will be made. See Subcontractor payment schedule for submission dates and payment dates.
3. Invoices must be received via email by 4:30pm on the scheduled Friday in order for payment to be made according to the schedule. **All invoices and applications for payment must be emailed to [invoices@pbcdesignbuild.com](mailto:invoices@pbcdesignbuild.com). They will not be accepted at the office.**
4. All insurance certificates must be current for payment to be made.

Submitted By: \_\_\_\_\_

Subcontractor

PBC Use Only

Approved as submitted:	Yes	No	Release Date:
If not, amount to be held:	_____	_____	_____

Project Manager Approval: \_\_\_\_\_

Notes:

\_\_\_\_\_



## 2024 SUB-CONTRACTOR PAY SCHEDULE

**PAY APPLICATION IS DUE IN OFFICE  
ON OR BEFORE 4:30 PM BY:**

<b>FRIDAY</b>	<b>12/22/23</b>	<b>BEFORE 12:00 PM</b>
FRIDAY	1/5/24	
	1/19/24	
	2/2/24	
	2/16/24	
	3/1/24	
	3/15/24	
<b>THURSDAY</b>	<b>3/28/24</b>	<b>BEFORE 12:00 PM</b>
	4/12/24	
	4/26/24	
	5/10/24	
	5/24/24	
	6/7/24	
	6/21/24	
	7/5/24	
	7/19/24	
	8/2/24	
	8/16/24	
	8/30/24	
	9/13/24	
	9/27/24	
	10/11/24	
	10/25/24	
	11/8/24	
	11/22/24	
	12/6/24	
	12/20/24	

**FOR PAYMENT ON:**

<b>FRIDAY</b>	1/5/24
	1/19/24
	2/2/24
	2/16/24
	3/1/24
	3/15/24
	3/29/24
	4/12/24
	4/26/24
	5/10/24
	5/24/24
	6/7/24
	6/21/24
	7/5/24
	7/19/24
	8/2/24
	8/16/24
	8/30/24
	9/13/24
	9/27/24
	10/11/24
	10/25/24
	11/8/24
	11/22/24
	12/6/24
	12/20/24
	1/3/25

**SEND ALL INVOICES/PAY APPLICATIONS TO: [invoices@pbcdesignbuild.com](mailto:invoices@pbcdesignbuild.com)**

**REMINDERS:** Invoices/Pay Applications are for **COMPLETED WORK** as of the invoice date.

PLEASE PUT THE **COMPLETE PROJECT ADDRESS** ON PAY APPLICATION

PLEASE GIVE A SUMMARY OF THE WORK COMPLETED AND NOTE THE SUPERINTENDENT  
**INVOICES SUBMITTED WITH INCOMPLETE OR INCORRECT INFORMATION COULD BE HELD  
UNTIL THE NEXT PAY CYCLE. PLEASE RECHECK ALL INFORMATION CAREFULLY!**

**THE DATES AND TIMES IN RED ARE CHANGES TO THE NORMAL SCHEDULE.  
INVOICES MUST BE TURNED IN ON OR BEFORE THESE TIMES IN ORDER TO BE PAID ON THE NEXT PAY DATE.**