



VENDOR PACKET

We at BRICS Contracting are committed to being the best building company in the area. In order to reach our goal we must provide a high level of service not only to our clients, but also to our trade contractors who are vital to our success. To create an atmosphere consistent with the high quality we demand of ourselves we have asked for the input of our trades to establish policies that will be to the benefit of all. Without each of you, we could not succeed.

The following packet contains pertinent policies, procedures, and forms required of any subcontractor intending to do work with BRICS Contracting. The purpose of this packet is to inform potential subcontractors of the standards held by BRICS Contracting, as well as gather contact information, insurances, *etc.* required by the state, insurance companies, and/or BRICS Contracting. The information gathered at this time is for pre-screening purposes only, thus it is necessary to provide us with all the items below.

Please review the attached, and return all forms (listed below) to our office A.S.A.P. It is mandatory that this packet is completed and approved prior to commencement of work.

- 1 Subcontractor Data Form
 - a. State of Florida Business License
 - b. City/County/State Occupational License(s) (all that apply)
- 2 List of Approved Signatories (*Provided*)
- 3 Three (3) Credit References (*Provided*)
- 4 Leased Employee Affidavit (*Provided*)
- 5 W-9
- 6 General Liability COI
- 7 Workers' Compensation COI or proof of exemption status
- 8 Automobile COI

Should you have any questions, or require further information, please do not hesitate to call us at 1 (833) FL-BRICS

The policies and procedures listed below are subject to change.

**Subcontractor
Policies and Procedures
Version 1.0 11/2019**

I. INSURANCE REQUIREMENTS

Prior to the execution of a Subcontract Agreement and prior to commencement of any work, subcontractors must provide certificates of insurance (COI's) with the following limits:

- 1) Comprehensive General Liability Coverage, Bodily Injury, and Property Damage
 - a) \$1,000,000 Each Occurrence (Bodily Injury & Property Damage)
 - b) \$2,000,000 Products/Completed Operations Aggregate
 - c) \$2,000,000 General Aggregate (that applies on a per project aggregate)
 - d) \$1,000,000 Per person or organization on personal or advertising injury
 - e) States 30-day policy cancellation notice
- 2) Automotive Liability Coverage, Bodily Injury, and Property Damage
 - a) \$1,000,000 Combined Single Limit
 - b) Insurance to include and state "Any Automobile Coverage"
 - c) States 30-day policy cancellation notice
- 3) Worker's Compensation Insurance
 - a) \$500,000 E.L. Disease – Policy Limit
 - b) \$500,000 E.L. Disease – Each Employee
 - c) \$500,000 E.L. Each Accident
 - d) States 30-day policy cancellation notice

Such insurance shall comply with the Florida Worker's Compensation Law.

If you are exempt, provide exemption certification in accordance with the attached Worker's Compensation exemption form.

- 4) All insurance certificates must include the project name and location and shall list the Contractor and Project Owner as additional named insured parties.

Insurance providers should email COI's to the BRICS Contracting Jr. Vice President, at keving@bricsfl.com, or mail an original copy to BRICS Contracting, 6900 Tavistock Lakes Blvd, Suite 400, Orlando, FL 32827

Subcontractors hired by BRICS Contracting are responsible for assuring that all sub-subcontractors hired to work on a BRICS Contracting project are properly licensed and carry the same limits of insurance as required of subcontractors.

II. PAYMENT

1) Payment Schedule

All invoices for services for that calendar month must be received in the BRICS Contracting office on a biweekly basis by Tuesday at 5:00pm. Following payment from the Owner, checks will be disbursed within seven (7) days of receipt, subject to lien waiver sign-off.

2) Draw Requests

All subcontractor draw requests submitted for payment shall be submitted in written form through an email to keving@bricsfl.com

3) Stored Materials

If you submit an invoice which includes a draw for stored materials, you must submit copies of your supplier's invoices for those materials along with your draw request. In addition, if the materials are stored off the job site, they must be stored in a bonded warehouse and you must submit proof of insurance covering the cost of the stored materials.

4) Lien Waivers

Prior to the release of each payment (with exception of the first payment), BRICS Contracting must get an unconditional partial or final waiver of lien, especially from all suppliers and sub-subcontractors who have filed a *Notice to Owner*. These waivers must cover labor and/or materials provided prior to the 25th of the previous month. (*E.g.*, A waiver is required covering subcontractors and material vendors through December 25th before the release of the February payment, which is for work completed through January 25th). **No draw request will be processed until all PRIOR month lien waivers are received.**

BRICS Contracting is required to submit unconditional lien waivers with every application for payment to the Project Owner's lender prior to receiving payment. Your cooperation will ensure that everyone can be paid in a timely manner.

II. POLICIES

1. Advance Notification of Work Schedule

One of our mutual responsibilities to our clients is to properly coordinate the trades to meet the production schedule and ease the coordination of multiple trades working together on each job. When people do not show up for work when scheduled often other trades schedules and times allotted for the job are impacted. Understandably, there are events that change your schedule. When you realize you have a situation or circumstances that requires a change in your schedule, please call and notify us with as much lead time as possible. We owe every client as well as our fellow trades the courtesy of keeping them informed. To help ensure each trade has the proper materials or assistance needed, each job is checked daily by the superintendent or contract and they also appreciate being made aware of schedule changes.

2. OSHA Compliance

As you are aware OSHA is strictly enforcing work place safety in our area. Trades are required to observe all OSHA standards and provide all necessary equipment to do so. BRICS Contracting does not furnish OSHA required equipment for the trades and is not responsible for any fines imposed on the trades for not complying with OSHA regulations. Work place safety is the responsibility of each trade and we will work with you to assist in maintaining a safe work site. You or a representative are required to attend safety meetings.

3. Confidentiality

In our business we often become aware of information both financial and otherwise that our mutual clients want kept strictly confidential. Also in our business we must share confidential information relating to our jobs and ways of doing business here at BRICS Contracting, which is strictly confidential as well. It is important that the client be pleased with the work we provide, but also in the professional manner in which we operate our businesses in which we protect their property and privacy.

4. Finished Surfaces

In many of the properties we build there will be expensive countertops, flooring, or other surfaces that are used throughout the property. These finishes are often designed for a superior look. Boxes, tools,

and other material can easily scratch surfaces and damage these materials. We ask that special care be taken on finished surfaces. Should any costs be incurred due to damage by a trade contractor the trade will be responsible for all costs of repair or replacement at the discretion of the Owner.

5. Punchlist Items

Upon completion there are typically a few punchlist items. We ask clients to compile a list of items that need attention and submit them to us in writing. Once we have inspected these items and brought them to the attention of the appropriate trade, the necessary corrections are to be made within 10 days. Please return your punchlist with the items marked that have been completed and any notes if there are special circumstances which will delay the completion within the 10-day period for us to follow up with the clients. This ensures that your reputation as ours reflects a genuine commitment to the client. This will also help insure prompt payment by the satisfied client in return.

6. Change Orders

Changes that occur during construction are often discussed but are not considered changes until authorized in writing and paid for by the client. Trades are not authorized to initiate work that was not in the original contract until written approval is received by the contractor from the owner. This is done to protect the trades as well as ourselves. Waiting until proper authorization is given helps to eliminate potential conflicts and guarantees timely payment. Any work done prior to written approval is unauthorized and payment can legally be withheld by the client.

7. Portable Toilet

Every job site will have a portable toilet on site at the beginning of the job. This is put on site for your use and convenience. Trades are expected to use the facility provided or to go off site to another facility if they prefer.

8. Trash/Debris

We provide trash cans and where possible dumpsters on every job site for the disposal of trash and debris. Cans, food wrappers and discarded building materials are to be placed in the trash cans or dumpsters provided on a daily basis. Each trade is to clean their trash and debris and leave the site broom swept at the end of the day. A clean and organized work area presents our job sites as not only a safe place to work, but also shows the effort put forth and respect to our client's property.

9. Smoking

At the time interior finishing has begun no smoking is allowed within the buildings. We respectfully ask that if you do need to smoke, please smoke outside in the area designated and properly disposed of your cigarette.

10. Profanity

No crude, foul, or inappropriate language is allowed. An important aspect of presenting clients with a quality work environment that equals the craftsmanship each of you puts into their projects is courtesy and respect. Clients and their guests should not have to worry about what they will hear while visiting a job site.

11. Trust

As closely as we work together it is essential that we trust one another in the trade contractor relationship. That same trusting relationship must exist with our clients. We all must do everything possible to keep that trust. In the event of any theft we all must make every effort to determine the individuals(s) responsible and report it to the contractor or superintendent.

12. Alcohol/Drugs

Absolutely no alcohol or drugs will be allowed. Anyone found to be under the influence of drugs or alcohol must immediately leave the premises and will not be allowed back on any BRICS Contracting site. This is for your safety as well as everyone else on the job site.

These policies have been formed in conjunction between the contractor, trades, and suppliers in an effort to keep relationships professional, reliable and to minimize the possibility of miscommunication. We want to be sure to keep the spirits of our clients, trades and suppliers as high as possible to achieve ever higher levels of success. These guidelines are the basis of our mutual success.

By signing below, I _____ (Print Name), certify that I have read and agree to abide by all the policies listed above.

Date: _____ Title: _____

Signature: _____

Division of Workers' Compensation

Key Exemption Eligibility Requirements

Key Exemption Eligibility Information

An individual, as an officer of a corporation, who elects to be exempt may not recover workers' compensation benefits. Eligibility requirements and documentation which must be submitted with the exemption application are detailed in 440.05 and outlined below.

Non-construction industry corporate officer:

- The corporation must be registered with the Florida Department of State, Division of Corporations- 440.05 (11)**.
- The applicant must be listed as an officer of the corporation in the records of the Florida Department of State, Division of Corporations- 440.02 (15) (b) (2).
- A copy of the relevant occupational license issued in the primary jurisdiction of the business must be provided
- There is no limit to the number of corporate officers eligible for exemption
- There is no application fee

Construction industry corporate officer, including a member of a limited liability company (LLC) 440.02 (9)

- The corporation must be registered with the Florida Department of State, Division of Corporations - 440.05 (11)**.
- The applicant must be listed as an officer of the corporation in the records of the Florida Department of State, Division of Corporations - 440.05 (11).
- A copy of the relevant occupational license in the primary jurisdiction of the business must be provided - 440.05 (3).
- The applicant must own at least 10 percent of the stock of the corporation as evidenced by a stock certificate or in the case of an LLC a notarized statement attesting to the minimum 10 percent ownership - 440.02 (9).
- The applicant must list all certified or registered licenses issued to you pursuant to Chapter 489, Florida Statutes
- A \$50.00 application fee is required - 440.05 (8) (a).
- No more than three officers of a corporation (including LLC) or of any group of affiliated corporations (including LLCs) may elect to be exempt 440.02 (15) (b) (2).

****Out-of-state contractors that are corporations or limited liability companies can qualify as foreign corporations or foreign limited liability companies by filing specific forms and documentation with the Florida Division of Corporations. For more information regarding the foreign qualification requirements, call (850) 245-6051. The forms can be accessed at www.sunbiz.org.**

How to Obtain a Construction Industry Exemption Application

- The Notice of Election to be Exempt (for DWC 250) can be obtained from our website at <http://www.fldfs.com/WC/forms.html#6>. Click on form "DWC 250". Click on "DWC 250 Instructions" to view the instructions for completing.
- For additional information about workers' compensation exemptions, please call customer service at 1-850-413-1601.





Subcontractor Data

Legal Business Name _____

Owner(s) _____

Physical Address _____

Mailing Address _____

Phone No. _____

Mobile No. _____

Fax No. _____

Email _____

FEIN or SSN _____

A/R Contact _____

Check Disbursement Option Pick-up Mail FedEx **FedEx Account No.** _____

Type of Business _____

Number of Employees _____

Please write a brief description of the work you perform:

Work consists of: Labor Only Labor & Materials

Percentage of work to be performed by: Own Workforce _____% Sub-Subcontractors _____%

Provide a copy of the following licenses:

State of FL License Number _____

Are there any pending judgments against you or your company? Yes No

If yes, please explain:



**List of
Approved Signatories**

List all owners and/or officers of your organization approved to sign Subcontract Agreements and lien waivers. It is your organization's responsibility to keep this list updated with BRICS Contracting as we will only accept the signature of an owner/officer on Subcontract Agreements and lien waivers from those who are listed below. Checks will be released only after lien waivers have been signed by an approved signatory.

Legal Business Name: _____

<u>Name</u>	<u>Title</u>	<u>Phone No.</u>
_____	_____	_____
_____	_____	_____
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_____	_____	_____

To be signed by Owner:

Printed Name

Title

Signature

Date



**Subcontractor
Leased Employee Affidavit**

I understand an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees. My leasing agreement does not cover independent contractors, uninsured subcontractors, or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify you in the event that I have any workers' not covered by the employee leasing workers' compensation policy. In the event that I have any labor not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide you with a certificate of insurance providing workers' compensation coverage prior to this labor working at your jobsites.

I further agree to notify you if my co-employment relationship terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the leasing agreement.

I certify that I have workers' compensation coverage for 100% of my workers through the leasing arrangement specified below:

Name of employee leasing company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Contract: _____

I further agree to notify you in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to you that documents the change of carriers.

Name of Subcontractor: _____

Signature of Owner: _____ Title: _____

Date: _____



**Trade Contractor
Code Review/Agreement**

Dear Trade Contractor:

All trade contractors are responsible for being aware of all building code requirements relative to their area of responsibility. Cost of labor and materials for any corrective action will be the sole responsibility of the subcontractor.

This is to certify that I, _____ (Print Name), am an independent contractor and I am solely responsible for all taxes, social security, worker's compensation and general liability insurance due and payable on any monies received by me from BRICS Contracting.

Trade: _____

Tax ID/SS Number: _____

Date: _____

Signature: _____



**Instructions for
Credit Reference Request**

The purpose for the credit references is to determine the financial stability of potential subcontractors, and their ability to carry out their scope of work.

Instructions:

- 1) Choose three (3) vendors and/or suppliers as credit references.
- 2) For each credit reference selected, fill in the following information in the appropriate spaces on the attached application:
 - a) Credit Reference Name
 - b) Credit Reference Contact Person
 - c) Credit Reference Address
 - d) Credit Reference Phone and Fax numbers
 - e) Your company name
- 3) Mail or fax these forms to the selected chosen companies.
- 4) They will need to complete the form and mail it to:
BRICS Contracting
Kevin Gomes, Jr. Vice President
6900 Tavistock Lakes Blvd
Suite 400
Orlando, FL 32827

Subcontractor status will not be completed until these forms have been received. If you have any questions, please give call us at 1(833) FL-BRICS.



**Credit Reference
REQUEST**

A. Credit Reference Business Name: _____

B. Attention: _____

C. Address: _____

D. Phone: _____ Fax: _____

E. You are receiving this form because you have been identified as a credit reference for:

Subcontractor Name: _____

TO CREDIT REFERENCE:

Please complete the following and mail to BRICS Contracting, Kevin Gomes, Jr. Vice President, 6900 Tavistock Lakes Blvd, Suite 400, Orlando, FL 32827.

Estimated duration of business acquaintance: _____ Years

Credit Limit: \$ _____

Payment Terms: _____

Credit Worthiness Score
1 to 10 (1 = Lowest and 10 = Highest): _____

Average Timeliness of Payments (Check One):

- Prompt Payments
- Payments Within Terms
- Payments < 30 Days Late
- Payments > 30 Days Late

Comments:

Completed by:

Print Name & Title

Date

**Credit Reference
REQUEST**

A. Credit Reference Business Name: _____

B. Attention: _____

C. Address: _____

D. Phone: _____ Fax: _____

E. You are receiving this form because you have been identified as a credit reference for:

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Date

**Credit Reference
REQUEST**

A. Credit Reference Business Name: _____

B. Attention: _____

C. Address: _____

D. Phone: _____ Fax: _____

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- ____ Payments Within Terms
- ____ Payments < 30 Days Late
- ____ Payments > 30 Days Late

Comments:

Completed by:

Print Name & Title

Date