

Trade Partner Policies, Procedures & Safety Issues



As a trade partner for Castle Building & Remodeling, we think you represent one of the most professional remodeling companies in the area. In an effort to clarify our relationship, we have set forth the following policies and rules of professional etiquette. This will help us maintain the positive image with our clients that we have worked so hard to cultivate and to maintain a safe working environment.

We look to you, our trade partners, as members of our team and hope that you will help us “debug” our jobs whenever you see a better way of doing things. If you anticipate a problem or a concern not addressed in our sketches/plans, or find what appears to be a code violation or a technical problem, let us know so we can remedy the situation with our customer.

All of your personnel on our jobs should be supportive of Castle Building & Remodeling in all of the things you do and say. Your company and your employees are part of our marketing team. Both of our businesses stand to gain or lose by the behavior of each of our employees. We will do the same for you and your company.

General Policies

1. **License and Insurance:** All trade partners must have the proper licensure, insurance (workers’ compensation and liability) and a federal tax ID#. You should contact your insurance company and have Castle B&R added to your policy as an “Additional Insured.” Castle Building & Remodeling will make final determination if your company’s exemption from workers’ compensation will allow you to perform subcontracted services for us.
2. **Castle Building & Remodeling is your client:**
 - a. All discussions regarding job specifications, costs, or departures from the original job scope must be made with Castle Building & Remodeling and not Castle’s clients.

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- b. Any additional work or service performed by you, the trade partner, without prior approval of Castle Building & Remodeling (preferably written, but verbal where time is an issue), cannot be added to the invoice of Castle Building & Remodeling
- c. As a trade partner of Castle Building & Remodeling, Inc. you may not place a jobsite notice in the yard. This only leads to confusion with the homeowner and neighbors and has caused problems for Castle in the past.
- d. Non-Compete Clause: For a period of 1 year after Castle's final day on the job, you may not negotiate with our client to do any additional work without first securing permission from Castle Building & Remodeling, Inc.

3. Proposals and Purchase Orders

- a. All work done for Castle should be done from a written proposal.
- b. We assume your proposal/contract includes all work listed and shown on our plans and specifications, unless otherwise specified, including labor, material, cleanup, and necessary equipment needed to perform the work.

4. Job Schedule and Communication

Change is a way of life in the remodeling business. Client's change their minds, inclement weather affects us, unanticipated repairs bog us down and scheduling conflicts are just a few of the challenges we face everyday. In spite of these hurdles, we try to schedule our work as tightly as possible to expedite our projects. To integrate our schedules, communication is very important. Remember, we are a team! Therefore, we have the following guidelines:

Schedules:

- a. If *our* schedule changes affect your timeframe, we will alert you at the soonest opportunity to let you know.
- b. If your schedule changes and you cannot perform your work at the scheduled time, it is essential that you call us as soon as possible to let us know.
- c. If you arrive at the job site in your scheduled time slot and are unable to perform your work due to incomplete preparatory work or other reasons, please call our Project Manager immediately. We can often resolve the issue in a timely manner and work to avoid such issues on future projects. Do not leave the job without speaking directly to the Project Manager! (Voice mail does not count).

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Communication:

- a. More than likely your first communication with Castle on a particular project will be either in a pre-proposal walk through with the Salesperson requesting a proposal from you or communication with the Project Manager as it relates to original scheduling and/or finalizing your trade partner proposal and issuing of an acceptance of proposal. Your normal day-to-day communication on a particular project should be with the Project Manager of that project. If for any reason you should need to contact the office or the Project Manager or Salesperson, feel free to do so. However, it is important to remember that the Project Manager is the day-to-day contact on the project.
 - b. Often, you will be the only person on the job during your scheduled time. At those times, we ask that you call the Project Manager at the end of the day to let him know your progress.
- 5. Materials:** Acceptance and unloading of deliveries of your materials, their storage and protection, insurance and all other risk of loss of your materials or equipment is your responsibility. Any items you remove from the job to be held for safekeeping are your responsibility to store and protect (i.e. thermostats, light fixtures, plumbing fixtures, etc). When ever possible it is preferred that green building products are specified and used.
- 6. Inspections:** All trade partners will arrange and be present for any inspections required for their work. Please call in your inspections ahead of time in anticipation of your finish time so there will be minimal down time. Please inform Castle when your inspections will take place and the outcome.
- 7. Payment:** Castle does not pay “upon signing” draws. If applicable, please tie your draws to rough-in and final, including any required inspections (i.e. “upon plumbing rough-in and inspection approval”). A final inspection by officials, if required, must be performed or customer approval given before the final draw is approved. An invoice must be submitted with the customer name and address referenced, and will be paid promptly in Castle’s normal accounts payable schedule. Castle Building & Remodeling, Inc. normally pays invoices within 30 business days or by the terms, as stated, on your invoice. You may fax, email, mail, or hand deliver your invoice. We must also have received your Certificate of Insurance and federal tax ID number before payment can be made.
- 8. Referrals:** Over the course of our work together, we will refer appropriate work to you directly and we hope you will do the same for us as well. If any of our customers request work from you directly, please let Castle know before you engage in any negotiations. If the job requires only one trade and doesn’t require design and planning services, we will likely turn it over to you.

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- 9. Operating Instructions, Manuals, Warranty Certificates:** All equipment manuals and/or operating instructions, equipment or material warranties, or other written information on the equipment, fixtures, material, appliances, devices, etc. shall be retained and given to the Project Manager.
- 10. Warranty:** All subcontracted work, labor and material, is to be fully guaranteed by you in accordance with Minnesota Statute, Chapter 327A. Warranties given by the manufacturer, which are past the state requirement, are applicable and will be given to the client for their use. Castle warrants to the Owner for a period of one year after the date of substantial completion of the work that the materials and equipment incorporated into the work will be new unless otherwise specified and the work will be free from faults and defects and in conformance with this agreement unless the Owner has previously given Castle a written acceptance of such conditions. (exception: see attached Castle Warranty) All material is guaranteed to be as specified. Further, all workmanship shall conform to the guidelines under standard industry practice.
- 11. Grooming:** Please wear appropriate & clean clothing on our jobs. You and your worker's general appearance should reflect good grooming habits. **Enough said!**

Daily Work Procedures

Our projects are not just a "jobsite." They are produced in someone's home, usually while they are living there. Therefore, please observe the following:

1. No smoking or chewing tobacco inside a client's home, whether it is occupied or not. If you smoke or chew outside, use a butt can and no tobacco spitting unless into a container. Remove butt can or spit container at the end of each day.
2. The last person leaving the job, either during the day or at the end of the day, will be responsible for securing the property. If you can't secure the property, do not leave the property unattended.
3. Always close the doors to the exterior, even while working on the project, to secure the owners property and to prevent pets from escaping. If you are working some distance away from the door, please keep it locked to prevent someone from coming in without your knowledge.

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4. Trade partners whose work creates excessive dust will be responsible for dust containment (seal off the work area). Containment done by Castle may not be adequate for your purposes or may have been removed for easy access. Remodeling a home provides the opportunity for improving indoor air conditions. However, it can also bring exposure to higher levels of indoor air contaminants if careful attention is not given to potential pollution sources and the air exchange rate. Remodeling itself is often stinky, dusty, and messy, but this can be minimized by workers following practices to keep dust and fumes out of living spaces. Please listen to any concerns about in-door air quality expressed by Castle or the client. Please enlist your team's cooperation in taking measures to provide good indoor air quality. The use of materials that emit low amounts of VOC's (Volatile organic compounds are emitted as gases from certain solids or liquids. VOCs include a variety of chemicals, some of which may have short- and long-term adverse health effects) are preferred.
5. Castle Building & Remodeling, Inc. installs zipper doors at all openings to areas where work is not being preformed. Keep the doors closed at all times.....use them!
6. The trade partner is responsible for protection of owner's property (furniture, counter tops, plumbing fixtures, etc.) that may be in or near the work area.
7. Clean up after yourselves! Leave the site broom-swept clean every day. Clean up all debris produced by your workers and deposit in the dumpster provided by Castle. All prep work or cutting should be done in a designated prep area on a non-permeable surface such as a driveway or sidewalk. Care should be taken to avoid getting debris on the lawn or other permeable surfaces. Slurry, sludge, waste water, and other by products of construction should never be discarded in the client's bathroom fixtures or in their yard. This waste should be deposited in the dumpster provided by Castle. All cardboard should be "broken down" and set aside for recycling. All other large items should be broken down prior to placing in the dumpster to minimize the space it takes in the dumpster. All recyclable materials such as copper piping, aluminum gutters, etc. should be set aside so Castle can recycle them. If we are at a phase of the project where there is no on-site dumpster, your trash should be removed from the site by you. A charge of \$67.20/hr. will be assessed if we have to clean up your debris.
8. Deposit all lunch and break time trash in the dumpster immediately after lunch or breaks. Please don't use our client's garbage containers.
9. Double your effort to keep the inside of our customer's house clean. Lay down tarps or runners if you are walking through a finished room to access the work area. Always remove shoes or boots when walking through a customer's home where there is no floor protection.
10. Keep your radio volume to a minimum so as not to disturb anyone outside your immediate work area.
11. Use discretion in discussing job specifics with the client. Instead, refer them to Castle's Project Manager.
12. Trade partners and their employees should use only designated bathrooms and storage areas. **Do not** use any of the customer's tools, equipment, cleaning supplies, or trash containers. Protection of our customer's property should be your highest priority at all times. If you cause damage accidentally, please take responsibility and notify the Project Manager immediately.

Safety Issues

All safety issues are based on OSHA's guidelines and rules. Castle's or your company's safety manual may complement OSHA guidelines, but the most current safety guidelines must be adhered to. Below are areas of general concern.

1. The first and most important rule of safety is using good common sense when working in a potentially dangerous environment such as a construction site.
2. Keep and maintain a first aid kit on site at all times.
3. Know the location of the nearest fire extinguisher at all times.
4. Always know the location of the nearest telephone in case of an emergency.
5. Keep all tools and equipment maintained and in good working order. All tools, including extension cords and ladders that are in disrepair should be taken out of service until fixed or replaced.
6. Use only electrical cords that have a molded three-prong grounded plug.
7. Never use an electrical cord that has been repaired with tape or wire nuts.
8. Set up and use ladders and scaffolding in a safe manner in accordance with manufacturer's specifications.
9. Always wear proper work clothing, including shirt sleeves that are not loose, hard hats as appropriate, gloves, eye and ear protection, dust masks, etc. Use the proper respirator or dust mask for your particular working condition.
10. Use roof jacks and fall-protection rails as needed and in conjunction with OSHA rules and regulations.
11. Use guardrails on open spaces where needed for fall protection.
12. Report any job site accidents to the Project Manager immediately.

Notes on Payment

1. We must have a copy of your Certificates of Insurance (liability & worker's comp) and your Federal Employment Identification Number (EIN) or Social Security number, whichever applies, in our office before we will make any payments to you.
2. Warranty: all labor and materials are to be fully guaranteed by you for one year after substantial completion. Any manufacturer's warranties that exceed this one year period will be given to the customer for their use. Any other defects in materials or labor will be settled on a job by job basis.
3. Relationship of Parties: the parties to this agreement do hereby expressly represent, warrant and understand that the relationship between the parties is that of an independent contractor. The contractor is not an employee or agent of Castle. The contractor has no power or authority to act for, represent, or bind Castle in any manner whatsoever.

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4. The agreement is effective as of the date signed below.

Please have all of your present employees and future hires that will work on a Castle project read and understand this agreement. We may ask your workers on our jobs if they have read this agreement to insure compliance.

Signature Page

I have read and will abide by all these conditions. I understand that my hiring as a trade partner and payments are tied to acceptance of and compliance with these conditions.

Name of Company

Trade Partner Company Representative

Date

Castle Building & Remodeling Representative

Date

Please note:

Please sign and return this page only to Castle Building and Remodeling. Please copy and/or distribute this agreement to all your employees and new hires who might work on any of our projects. Thank you.