



Welcome to SBP. We are an award-winning non-profit that is working to shrink the time between disaster and recovery. To do so we need to ensure our projects and partners are prompt, efficient, and predictable. Please review the following list of items requested. These documents must be submitted before any work commences. Your organization is responsible for maintaining the following documents while under contract with SBP Inc. You are also responsible for ensuring all changes to your documentation or updates to business information are submitted to our construction team; this includes but is not limited to licenses, insurances, and certifications.

**Documentation:**

All subcontractors must provide

- Proof of Workers Compensation Insurance
- Proof of General Liability Insurance
- W-9
- Signed copy of SBP Subcontractor Agreement
- Signed copy of SBP Ethics Policy, including acknowledgment of SBP's Anti-Discrimination and Anti-Harassment policies\*
- Signed copy of SBP Invoicing Requirement and Payment Schedule
- Signed copy of CDBG-DR contract (where applicable)

*\*Please be sure to read this section in its entirety to fully understand the consequences if this policy is not followed.*

## SBP Subcontractor Agreement

1. **Parties** This agreement (the "Subcontractor Agreement") is entered into between The St Bernard Project, Inc. dba SBP Inc ("Contractor") and \_\_\_\_\_ ("Subcontractor") entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date").
2. **Scope** This Subcontractor Agreement covers all future work on any project for which the Contractor engages the Subcontractor, hereafter referred to as "the Work".
3. **Licenses** Subcontractor is responsible for obtaining and maintaining appropriate licenses, registrations, and certifications required for the performance of the Work.
4. **Compliance with laws and regulations** Subcontractor is responsible for familiarizing itself and complying with all federal, state and local laws, ordinances, regulations, and permits required for performing the Work
5. **Permits** Subcontractor will either pull permits or work with Contractor to pull permits as necessary for completing the Work.
6. **Safety** Subcontractor is responsible for the safety of its employees and the work site during the performance of the Work.
7. **Supervision** Subcontractor will provide daily supervision of its employees and any sub-subcontractors engaged in completion of the Work.
8. **Insurance** Subcontractor shall procure and shall maintain, until final acceptance of the Work, such insurances in conformity with this Section 8 as will protect the Contractor, all entities the Contractor has required indemnity and hold harmless, the owners of the property and their officers, directors, agents, and employees (collectively the "Owner"), for a claim arising out of or resulting from Subcontractor's work under this Subcontractor Agreement, whether performed by the Subcontractor, or by anyone directly or indirectly employed by a subcontractor, or by anyone for whose acts subcontractor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the work is being performed.
  - a. The Subcontractor's insurance shall include contractual liability coverage and additional insurance coverage for the benefit of the contractor, owner, and anyone else that the owner is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the subcontractor and any Sub-subcontractors shall be PRIMARY AND NONCONTRIBUTORY. With respect to each type of insurance specified here under the Contractors and Owner's insurance shall be excess to Subcontractor's insurance.

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- b. The Subcontractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis and that no policy provisions shall restrict, reduce limit, or otherwise impair contractual liability coverage or the Contractor's or Owner's (or others as required and as listed below) status as additional insured.
  - c. No less than five (5) calendar days prior to commencement of the Work and until final acceptance of the Work, the Subcontractor shall provide the Contractor with certificate(s) of insurance evidencing, the required insurance coverage with the limits stated below, or elsewhere in the subcontract documents.
  - d. All insurance policies shall state that the insurer will provide Contractor thirty (30) days prior written notice of a change or cancellation in coverage.
  - e. Unless otherwise stipulated in a subsequent agreement, the Subcontractor shall maintain no less than the limits specified for each of the following insurance coverage.
    - i. Commercial General Liability using an industry-standard unmodified coverage form including contractual liability & products/completed operations, within minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury.
    - ii. Comprehensive Automobile Liability insurance with a minimum limit of \$1,000,000 combined single limit for each accident, including bodily injury and property damage.
    - iii. Workers Compensation and disability benefits insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the work is performed.
    - iv. Subcontractor's liability insurance shall list Contractor as additional insured.
  - f. The subcontractor and his insurer shall waive all rights of subrogation against the Contractor, Owner and any other indemnified party, except as respects Worker's Compensation insurance.
  - g. If a Subcontractor engages a sub-subcontractor, it is the affirmative duty of the Subcontractor to ensure that any sub-subcontractor complies with the insurance and indemnification requirements of this Subcontractor Agreement.
9. **Indemnity** In consideration of the Subcontractor Agreement, and to the fullest extent permitted by law, the Subcontractor shall defend and shall indemnify, and hold harmless, at Subcontractor's sole expense, the Contractor, the Owner, successors and assigns of each of them from and against all actual liability [or claimed liability] for bodily injury or death to any person(s), and for [any and all] property damage, including all reasonable attorney fees, disbursements, and related costs, arising out of or resulting from the work

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covered by this Subcontractor Agreement to the extent arising out of or resulting from the work covered by this Subcontractor Agreement to the extent such work was performed by or contracted through the subcontractor or by anyone for whose acts the subcontractor may be held liable, excluding only liability created by the sole and exclusive negligence of the indemnified parties. The indemnity agreement shall survive the completion of the work specified in the Subcontract Agreement.

10. **Completion** Substantial completion shall be defined as the point at which the Work can be utilized for its intended purpose. Determination of substantial completion will be at the sole discretion of the Contractor.
11. **Warranty** Subcontractor will warrant that all labor performed and materials furnished will be free of defects in workmanship and materials from the date that Contractor and Subcontractor agree that the full scope of the Work has been completed. This warranty shall extend for a period of at least one year, the subcontractor shall provide written documentation of this warranty period upon completion of the Work. Longer warranty periods may be offered at the discretion of the subcontractor but under no circumstances shall a period of less than one year be accepted.
12. **Payment** Contractor will pay Subcontractor on the terms outlined in the Invoicing Requirement and Payment Schedule (Appendix A).
  - a. In the event of overpayment with anticipated additional engagement between the Contractor and Subcontractor, Contractor will issue a credit to the Subcontractor's account with the Contractor. Contractor will use this credit to offset future payments until the credit is reconciled. Contractor will provide Subcontractor with evidence of the credit offset when invoices are submitted.
  - b. In the event of overpayment with no further anticipated engagement, Contractor will issue a credit to the Subcontractor's account with the Contractor. Subcontractor will provide payment to the Contractor to reconcile the credit amount.
  - c. Contractor reserves the right to offset against any sums due or to become due to Subcontractor for all costs incurred as a result of Subcontractor's nonperformance as set forth in Section 13.
  - d. Contractor reserves the right to withhold payment for the Work that is deemed deficient or incomplete. In addition to and without waiving the remedies set forth in Sections 13, 15 and 16, Subcontractor will be given the opportunity to repair or complete such work within five (5) days of notice of deficiency from Contractor. If deficiency is not corrected within this time period the Contractor reserves the right to reassign the Work and prorate payment in consideration of the cost of having the work completed.

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13. **Scheduling** Subcontractor agrees to abide by the scheduling policies laid out in the Subcontractor Notice to Proceed (Appendix B) and listed below. Subcontractor will sign this document prior to commencing the Work for the Contractor. This will be required for each individual project.

- a. The Work shall commence on or before the agreed upon start date except in such case as an early start is not possible, and all work is to be completed to the satisfaction of the Contractor.
- b. If the Work does not commence within five (5) calendar days of the agreed upon start date the Work may be reassigned and the engagement canceled. The Contractor recognizes its role in Client management and the Subcontractor shall not be held responsible for client-related delays or other circumstances outside of their control.
- c. The Work must be substantially complete by the agreed date of completion. If work continues beyond this date Subcontractor may be subject to backcharges as set forth in Section 13.
- d. In the event Subcontractor delays the Work beyond five (5) calendar days, the Work may be transferred to the Contractor or another subcontractor for completion, resulting in the cancellation of some or all of the Work. Subcontractor may be responsible for unanticipated costs incurred within the agreed upon Scope of Work.
- e. All decisions of the Contractor are final and may only be contested in the manner outlined by this Subcontractor Agreement

14. **Back Charge Penalties** The subcontractor agrees to abide by the terms of the Contractors back charge policy laid out in the Back Charge Notice (Appendix C) and listed below. All decisions on back charges rest with the Contractor and an appeal policy is laid out in the appendix, however the decision of the Contractor shall be binding and final in all cases.

- a. The Contractor may issue notice of charges Subcontractor has incurred as a result of one of the following:
  - i. Extension of temporary services due to scheduling delays within control of the Subcontractor or their employees or sub-subcontractors
  - ii. Additional works by another Subcontractor were required to complete the Work or correct deficiencies
  - iii. Damages to materials previously paid for by the Contractor that were not replaced in the course of the Work

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- iv. Additional permit or inspection fees incurred as a result of deficient works or unqualified sub-subcontractors
- v. Additional material purchases required to fix deficient or incomplete works

15. **Site Control** Control of the site rests with the Contractor and the Subcontractor shall abide by all decisions of the Contractor pertaining to the site. This is established and protected via the Contractor's agreements with the Client ("Homeowner Agreement").

- a. The Contractor will have oversight of the Subcontractor during the Work.
- b. The Contractor shall have right of entry at all times while Work is performed by Subcontractor.
- c. Should the Contractor engage multiple trades or Subcontractors, the Contractor shall maintain management and control of the Work. Subcontractor shall be responsible for safe and timely coordination of their efforts in the absence of the Contractor. All final decisions regarding this coordination shall rest with the Contractor. Scheduling of additional trades will be conveyed at the earliest possible opportunity to all affected parties.
- d. The Subcontractor is responsible for the performance and management of any and all sub-subcontractors they utilize in the course of the Work
- e. The Work will be solely managed by the Contractor. The Subcontractor is not permitted to directly engage in any additional contracts with the Contractor's client ("Client"). This includes any and all requests of the Subcontractor from the Client or their agents. If the Subcontractor, its employees, or sub-subcontractors hinder work or perform work or in any way other than that managed by the Contractor and defined as the Work, the Contractor reserves the right to terminate this Subcontractor Agreement.
- f. Should the Client attempt to engage the Subcontractor, the Contractor shall be notified as soon as possible and Subcontractor shall refuse any requests. This pertains to all requests for changes to the Work or any additional tasks outside of the Work. It does not apply to friendly interaction should the subcontractor be engaged on a site with a Client present.
- g. All changes to the Work must be approved in writing by the Contractor prior to commencing alterations. This shall apply in all cases except in the event of emergency repairs necessary to the safety of the Subcontractor, the Client, the property or the agents of the subcontractor. In cases of emergency repairs a fair market cost shall be negotiated between the Contractor and the subcontractor.

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- h. The Subcontractor agrees to the use of a Lockbox when applicable and acknowledges responsibility for returning the keys and securing the lock after each entry.
  - i. The Contractor reserves the right to perform portions of the Work utilizing volunteers or AmeriCorps members. All sections of the Work performed by the above mentioned are under the sole control of the Contractor and the Contractor will be responsible for any delays or deficiencies resulting from the use of outside labor.
  - j. Any and all materials purchased by the Contractor are held by the Contractor throughout the Work and following completion of the Work. No Subcontractor shall be permitted to remove any materials purchased by the Contractor at any point during or after the Work without a written request and express permission of the Contractor.
16. **Professionalism** The Subcontractor, its employees, any sub-subcontractors, or other parties affiliated with the Subcontractor will behave in a professional manner while on the work site and when engaging with the Subcontractor or any of its affiliated parties. The terms of and consequences for violating the Ethics Policy and Anti-Discrimination and Anti-Harassment Policies provided to the Subcontractor constitute part of this agreement.
17. **Suspension** Contractor may order the Subcontractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor will be entitled to an equitable scheduling adjustment.
18. **Termination** Contractor has the right to terminate this Subcontractor Agreement for any reason with five (5) calendar days written notice to the Subcontractor. Subcontractor will be entitled to payment for work previously performed and reasonable cost.
19. **Dispute Resolution** Any controversy or claim arising out of or relating to this Subcontractor Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
20. **Severability** If any term of this Subcontractor Agreement or associated documents is declared invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of the Subcontractor Agreement or associated documents shall not be affected thereby and shall remain in full force and effect.
21. **Authority** The persons signing this Subcontractor Agreement represent and warrant that they are authorized to do so by the parties for whom they are signing.

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**“SUBCONTRACTOR”**

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Name of Subcontractor

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Signed

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Printed name

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Title

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Date

**“CONTRACTOR”**

St Bernard Project, Inc. dba SBP Inc.

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Signed

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Printed name

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Title

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Date

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## **SBP Ethics Policy**

To carry out the mission of SBP, the Board of Directors, volunteers, and staff must depend upon the trust of the people in our community. This trust is our most important asset. Therefore, we must subject ourselves and our actions to the highest ethical standards at all times. Failure to do so will affect far more than our individual reputations, it will also harm the reputation of SBP, reducing the good work we might otherwise accomplish and harming those in need throughout the community. It is the policy of our organization to conduct our operations in such a manner as to deserve and receive recognition as a moral and law-abiding citizen of the charitable community.

### **Equal Employment Opportunity Policy (Anti-Discrimination Policy)**

SBP is committed to fostering, cultivating, and preserving a culture of diversity and inclusion. Our people are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our team members invest in their work represents a significant part of our culture and our achievements for our clients. The organization encourages multiple perspectives and experiences, supports a multicultural environment, and strives to hire and retain a diverse workforce that reflects the communities where we work.

All individuals associated with or employed by, SBP are covered by and are expected to comply with this policy. Hereinafter the term "member" shall mean all persons associated with, or employed by, SBP.

SBP provides equal opportunities to all team members without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. SBP complies with applicable state and local laws governing nondiscrimination in service in every location in which the organization has facilities. This policy applies to all terms and conditions of service, including selection, placement, promotion, termination, suspension, recall, transfer, leave(s) of absence, compensation, and training.

We must also be clear about who we are and what we stand for. We abhor and will not tolerate racism, race-based discrimination, and racialized violence. We vow to demonstrate that being an anti-racist organization is a core part of SBP's existence. We are committed to listening, learning, and speaking about race, inequity, enduring structural racism in America, and to building a diverse community. We will work to help create system change and racial equity, beginning in our own organization, with the same drive and persistence with which we go about serving disaster-impacted individuals and we will begin by honoring the commitments outlined here.

### **Policy Against Harassment**

SBP is committed to a service environment in which all individuals are treated with respect and dignity. Each individual has the right to serve in a professional atmosphere that promotes equal service opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, SBP expects that all stakeholder relationships will be business-like and free of bias, prejudice, and harassment.

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It is the policy of SBP to ensure equal service opportunity without discrimination or harassment based on race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran. SBP prohibits any such discrimination or harassment. Improper interference with the ability of SBP team members and volunteers to perform their expected position responsibilities is absolutely not tolerated.

SBP encourages team members and stakeholders to report all perceived incidents of discrimination or harassment to their supervisor. Any team member who believes that he or she has been the subject of any form of harassment and/or discrimination by any member or outside party engaged in business with SBP should, and is encouraged to, file a verbal or written complaint with the Human Resources Department or, if necessary, their supervisor, immediately. However submitted, the individual filing the complaint must provide the name of the alleged harasser, and specific allegations and witnesses, if any, for further processing of the complaint to occur.

It is the policy of SBP to promptly and thoroughly investigate such reports. The Human Resources team will conduct a prompt and thorough investigation of the alleged incident or behavior named in the complaint to the extent possible, and appropriate corrective action will be taken if warranted. To the extent consistent with adequate investigation and appropriate corrective action, any complaints of harassment or discrimination will be treated as confidential. SBP prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

### ***Harassment***

Harassment based on any protected characteristic is strictly prohibited. Under this policy, harassment is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of their race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of their relatives, friends or associates; and that a) has the purpose or effect of creating an intimidating, hostile or offensive service environment; b) has the purpose or effect of unreasonably interfering with an individual's service performance, or c) otherwise adversely affects an individual's service opportunities.

Harassing conduct includes the following behaviors:

- Epithets, slurs, or negative stereotyping
- Threatening, intimidating, hostile acts or denigrating jokes
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group on the physical property or in electronic communications or social media

### ***Sexual Harassment***

SBP has a zero-tolerance policy for any form of sexual harassment. Appropriate disciplinary action will be taken against any individual who violates the policy up to and including termination when:

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- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

<b>Types of Sexual Harassment</b>	<b>Examples</b>
<i>Physical acts of a sexual nature</i>	Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body or poking another employee’s body;  Rape, sexual battery, molestation, or attempts to commit these assaults.
<i>Unwanted sexual advances or propositions</i>	Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion, or other job benefits or detriments  Subtle or obvious pressure for unwelcome sexual activities.
<i>Sexually oriented gestures</i>	Noises, remarks or jokes, or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
<i>Sex stereotyping</i>	Noises, remarks or jokes, comments, or acts in reaction to a person’s conduct or personality traits because they may not conform to another person’s ideas or perceptions about how individuals of a particular sex should act or look.
<i>Sexual or discriminatory displays or publications anywhere in the workplace</i>	Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

<i>Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and status of being transgender</i>	<p>Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job</p> <p>Sabotaging an individual's work</p> <p>Bullying, yelling, name-calling</p>
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***Individuals and Conduct Covered***

These policies apply to all individuals, associated with or employed by SBP.

Conduct prohibited by these policies is unacceptable at the service site and in any service-related setting outside the service site. Sexual harassment is considered a form of misconduct and sanctions will be enforced against individuals engaging in sexual harassment and against supervisory and managerial personnel who knowingly allow such behavior to continue.

**Acknowledgment of SBP Anti-Discrimination and Anti-Harassment Policies**

I acknowledge that I have been informed of SBP's policies as specified in this document. I understand that doing business with SBP is contingent upon adhering to these policies. SBP is committed to maintaining a harassment-free work environment for everyone. If SBP discovers that subcontractors are not in full compliance with the above anti-discrimination and anti-harassment policies, the contract will be terminated immediately.

Subcontractor:

Signature:

Name:

Title:

Date:

\_\_\_\_\_ Initial

# APPENDIX A

## SBP Invoicing Requirement and Payment Schedule

Contractor invoices must include the following

- ✓ Business name (must match W-9 and insurance documentation)
- ✓ Up-to-date business mailing address
- ✓ Business contact information (including phone number and email address)
- ✓ Date of invoice
- ✓ Unique invoice number
- ✓ Itemized description of work completed

Invoices must be submitted in a consistent, legible format.

Invoices will only be accepted for work completed in full. Contractors are welcome to draw for work completed or materials furnished, however, all services for the phase of work requesting the payment must have been rendered.

Contractors should submit invoices no later than the end of the business day on Mondays for work completed the previous. SBP pays subcontractors every week via ACH or check. Checks are mailed from the New Orleans headquarters mid-week.

### Acknowledgment of SBP Invoicing Requirement and Payment Schedule

I acknowledge that I have been informed of the SBP's requirements for receiving payment. I understand that receiving timely payment is contingent on meeting these requirements.

Subcontractor:

Signature:

Name:

Title:

Date:

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## APPENDIX B

# Subcontractor Notice to Proceed

To: [Subcontracting Company]  
[Address Line 1]  
[Address Line 2]  
From: SBP  
[Address Line 1]  
[Address Line 2]  
Date: [Date]  
Subject: Notice to Proceed  
Project: [Job Name]  
[Address Line 1]  
[Address Line 2]

Dear [Subcontractor name],

Pursuant to the terms of your SBP Subcontractor Agreement and the attached SOW and estimate, this letter serves to formally notify you that you may proceed with the Work at the project address listed above. In signing this letter you agree to the following terms:

- Work shall commence on [start date], and all work is to be completed to the satisfaction of the SBP construction department.
- If work does not commence within 5 days of the date listed above this project may be reassigned and the contract terminated. SBP recognizes its role in client management and the contractor shall not be held responsible for client related delays or other circumstances outside of Suncontractor's control.
- The Work must be substantially complete by [Agreed Completion Date], if work continues beyond this date you may be subject to backcharges per the terms of SBP Subcontractor Agreement.
- In the event of delays beyond 5 days works may be transferred to another contractor for completion resulting in the cancellation of some or all of this contract. The Subcontractor may be responsible for any additional costs incurred within the agreed upon SOW. SBP recognizes its role in client management and the contractor shall not be held responsible for client related delays or other circumstances outside of their control.
- All license and insurance required at the time of onboarding is valid through the estimated completion date.
- Licensed trades will be used as required by local municipality.
- Permits will be acquired as needed by the Subcontractor or acquired by SBP if previously agreed and outlined in the signed SOW.

Please acknowledge receipt of this notice by signing and returning one copy to your SBP construction representative.

Acknowledged by:

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

\_\_\_\_\_  
Printed Name Title (must be duly authorized officer or manager)



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## APPENDIX C

### Notice of Back Charge

SBP in its role as the General Contractor for the below named project is issuing notice of charges to you under the SBP Subcontractor Agreement dated \_\_\_\_\_ as a result of one of the following:

- Extension of temporary services due to scheduling delays within control of the subcontractor or their employees or sub-subcontractors
- Additional works by another contractor were required to complete the project or correct deficiencies
- Damages to previously purchased materials that were not replaced in the course of works
- Additional permit or inspection fees incurred as a result of deficient works or unqualified sub-subcontractors
- Additional material purchases required to fix deficient or incomplete works

Attached below are notes and or documentation outlining the relevant item and the reason for the back charge. Receipts will be included as appropriate and may be requested but the final decision will be made by SBP Construction staff.

If you do not contest the charges, please sign and return this form within 3 business days to your SBP construction representative. In the event of continued engagement with SBP, the above-named company will have a credit applied to the company's account with SBP. This credit will be used to offset future invoices. In the event of no further anticipated engagement, the company will remit payment to SBP within 14 days of this notice. If remitting payment, please note the project and operating site in the memo of your check and submit this document to your SBP construction contact for our records.

This notice may be contested with documentation from the subcontractor. If you choose to contest the charges, please sign and return this form within 3 business days and include all relevant documentation and supporting information. This form and any supporting documents should be submitted via email to your SBP construction contact.

Final decision on contested charges rests with the SBP staff for the operating site you have been onboarded with. Failure to abide by the terms or remit payment following an unsuccessful appeal will be considered a violation of your onboarding agreement and will result in termination of any future contracts with your company. You will be expected to fulfill all outstanding contracts prior to termination.



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## APPENDIX C cont'd

### Operating Site and Project Information

SBP (Op Site) -  
Construction Project Manager or Director of Construction -

Project –  
Subcontractor –

### Explanation of Charges:

### Total Charges Due to SBP:

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**Total due:**





Shrinking time between disaster and recovery.

## APPENDIX C cont'd

To accept or contest these charges please sign on the relevant line below and return to your SBP Construction contact within three business days:

I \_\_\_\_\_ as the owner or authorized representative of the above-named company **accept** all charges and, in the event of continued engagement with SBP, agree to have a credit applied to the company's account with SBP. In the event of no further anticipated engagement, the above-named company will remit payment to SBP within 14 days of this notice.

Signed this day \_\_\_\_\_

\_\_\_\_\_

I \_\_\_\_\_ as the owner or authorized representative of the above-named company **contest** all charges and will provide documentation and all relevant supporting information with 3 days of receipt of this notice to my SBP construction representative

Signed this day \_\_\_\_\_

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By accepting the back charge, the above-named company agrees to SBP issuing a credit to the company's account with SBP. SBP will use this credit to offset future payments until the credit is reconciled. SBP will provide the company with evidence of the credit offset when invoices are submitted.

If it is necessary to write a check, deliver the check to your SBP construction representative at your earliest convenience, within 14 days of this notice.