**First Onsite Property Restoration**

**Subcontractor Representations, Warranties, Safety & Code of Conduct**

**LAWS**:

Subcontractor / Provider hereby certifies that it is in compliance with all applicable state and federal wage and hour and other employment laws applicable to the state where the project is located, and that it will:

* pay employees for all time worked, including compensable travel time, and prohibit off the clock work
* compute wages in compliance with applicable overtime laws
* enforce compliant meal, rest and heat recovery period policies and practices, including payment of premiums for missed or non-compliant breaks as required by law
* maintain all necessary payroll records in accordance with applicable state law, including records of start and stop times of shifts and meal periods
* provide employees applicable state compliant pay stubs
* comply with applicable state law with respect to any use of direct deposit and pay cards
* pay employees all wages timely, including at the end of the payroll period and at the time of termination or resignation
* not make any cash wage or bonus payments
* reimburse all appropriately incurred business expenses by check
* ensure that any piece rate plan is in compliance with applicable state law and includes pay for non-productive time
* appropriately classify its employees as exempt or non-exempt in accordance with state and federal law
* ensure its independent contractors are appropriately classified under federal and state law
* maintain anti-harassment, anti-discrimination and anti-bullying policies, and ensure that it has trained its managers and/or supervisory employees in compliance with state law
* provide policies, including meal and rest break, off the clock, and anti-harassment policies to its employees in English and Spanish
* provide appropriate sick leave in accordance with state and federal law
* Subcontractor shall comply and give adequate notices relating to the Work to the proper authorities and to secure and pay for all required licenses or permits to carry on the Work, as required.

**SAFETY**:

* Subcontractor shall comply with federal, state, and local laws, ordinances, codes, orders, rules, and safety regulations and particularly shall comply with all requirements of the Occupational Safety and Health Act of 1970 (“OSHA”), and all regulations promulgated by the U.S. Department of Labor under the terms thereof
* Subcontractor shall also comply with safety measures and procedures initiated by First Onsite and with applicable laws, ordinances, codes, orders, rules, and regulations of public authorities for the safety of persons and property. Subcontractor shall report to First Onsite, within 24 hours, any injury to an employee or agent of the Subcontractor, which occurred at the project, except for any injury requiring reporting to OSHA, which shall be reported to First Onsite IMMEDIATELY following Subcontractor’s reporting to OSHA
* Personal Protective Equipment (PPE) is required on First Onsite projects, including but not limited to: hard hats, safety glasses, proper work shoes, long pants, shirts with sleeves (no tank tops), and other safety equipment as deemed required to perform the Work and meet OSHA standards
* Project safety meetings may be conducted on each project and attendance by Subcontractor is required
* Subcontractor shall provide drinking water, containers, ice, and drinking cups for Subcontractor’s employees

**CODE OF CONDUCT**:

* Subcontractor shall cooperate with all other subcontractors engaged on the Project to ensure that work is not impeded. Subcontractor shall be responsible for inspecting work of other trades that affect Subcontractor’s Work, prior to performing the Work, to ensure that the Work will comply with this Agreement. In the event Subcontractor determines there is a material issue that will affect Subcontractor’s ability to perform or Subcontractor finds a discrepancy in the scope of Work, drawings, plans, specifications, or other Project documents, Subcontractor shall request a written clarification from First Onsite. If Subcontractor fails to notify First Onsite, in writing, of such a discrepancy, then Subcontractor shall be responsible for all costs associated with correcting the Work without claim for reimbursement from First Onsite, the claim thereto being knowingly and expressly waived and released.
* *Clean Up and Jobsite Conduct*:
	+ Subcontractor shall keep Projects, buildings, and premises clear of debris arising out of the operation of the Work. Project shall be cleaned daily of debris from Work and debris shall be removed from the Project or put in Project dumpsters. If Subcontractor fails to clean debris from the Work, then First Onsite may perform the same and charge the cost thereof to Subcontractor.
	+ Subcontractor shall take necessary precautions to properly protect the unfinished and finished Work of Subcontractor and other trades and to protect surrounding areas of Work from damage. Subcontractor shall be responsible for any damages and expenses incurred to repair and restore damage to a Project caused by Subcontractor, including the cost of supervision to repair the damaged work.
* *Direct Work from Owner*:
	+ Unless Subcontractor can demonstrate a preexisting business relationship with Owner, Subcontractor shall not enter into any contract written or otherwise, or perform any work, with or for any Owner, for so long as this Agreement is in effect and for three (3) months thereafter.
* *Contact with Owner*:
	+ Subcontractor agrees not to contact Owner with respect to any payment dispute or otherwise and acknowledges that any such dispute shall be resolved in accordance with the terms of this Agreement. Subcontractor must have written approval from First Onsite to communicate, correspond, or work with the Owner directly. Violation of this provision shall constitute a material breach of this Agreement.
* *Disclosures*:
	+ Trade discounts, rebates, refunds, allowances, referral fees, and amounts that may be obtained on payments made by First Onsite and/or that may be accruing to First Onsite and/or its partners, in connection with the Work under this Agreement, if any, shall accrue to First Onsite and/or its subsidiaries and affiliates.
* *Confidentiality*:
	+ “Confidential Information” means any non-public information that relates to the Services and/or the actual or anticipated business of First Onsite, including but not limited to First Onsite’s technical data, financial information, trade secrets, and information relating to First Onsite’s customers and Owners. Subcontractor will hold in confidence and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Subcontractor will not: (a) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Work, or (b) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of First Onsite. The Parties agree that the terms of this Agreement constitute Confidential Information of First Onsite. Without First Onsite’s prior written approval, Subcontractor will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Subcontractor has this arrangement with First Onsite.
* *Additional Obligations of Subcontractor*:
	+ During the Term of this Agreement, Subcontractor shall ensure that the rates for the Work charged to First Onsite are the lowest offered by Subcontractor to any person, entity, and/or carrier.