



### **Subcontractor Check List**

- 1) Signed Company Policy
- 2) Signed Subcontractor Agreement
- 3) Completed & Signed W-9
- 4) Proof of Business Insurance (Liability & Workers Comp)
- 5) If exempt from Workers Comp, **Declaration of Independent Contractor Status Form – initialized, signed and notarized**
- 6) Invoice (must include date, subcontractor name, job address, payment mailing address, description of work performed)

Before payments are made, ALL of the above items must be completed.

Completed forms and Invoices can be mailed to:

PO Box 351388, Westminster, CO 80035

or faxed to 720-977-9421

or emailed to [Holly@CrossroadsConstructionLLC.com](mailto:Holly@CrossroadsConstructionLLC.com)



PO Box 351388 Westminster, CO 80035

PH 303-669-0167 FAX 720-977-9421

## **Crossroads Construction LLC**

### **Company Policy – Sub-Contractor**

1. If you are going to be late, call before you are late.
2. Crossroads Construction LLC needs to be informed of schedule and changes at all times
3. Communication is a key element to our success, phones must be kept accessible and in working condition.
4. Look and act professional.
5. All changes in cost and scope of work must be approved in writing before the work begins.
6. Must have and use PPE (Personal Protection Equipment) eye protection, ear protection, boots, work gloves, dust mask, hard hat as required.
7. Must use Osha Work Safe Practices
8. The use of illegal mind altering drugs are forbidden on our projects.
9. SMOKING on the job site is not permitted, you must go off site to partake if needed.
10. Be courteous to our clients & respectful of their property.
11. Leave homes and businesses as clean (or cleaner) than when we arrived. You must clean up after yourself or be back-charged for us to clean up after you or your employees.
12. Be kind and helpful to everyone else on the job site, we believe in teamwork and it takes everyone working together to close on a positive note.
13. Job sites must be left in a secure state, with locked windows and doors and the key put back in the lock box if applicable.
14. Sub-Contractors are responsible for their own, employees, tools, cleanup, etc.
15. Crossroads Construction LLC needs to be informed when contracted work has been completed
16. All work completed must be completed and approved before payments are issued
17. Sub-Contractor Packet, W-9, insurance, Declaration of Independent Contractor Status form, Company Policy all must be filled out correctly and submitted before payments can be issued.
18. Payments will be made within 30 days of invoiced date.
19. Any discrepancies, disagreements or disputes will be resolved through mediation.

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Sub-Contractor Signature

Date

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Printed Name



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## **General Contractor / Sub-Contractor Agreement**

**This agreement dated \_\_\_\_\_ is between, \_\_\_\_\_**  
**(Sub-Contractor) and Crossroads Construction LLC (Contractor).**

Both Contractor and Sub-Contractor agree to the terms of this contract as listed below. If a breach of this contract occurs, both parties understand that the terms of this contract and previous pertaining contracts will no longer be in effect and this contract will be executed and terminated.

The Contractor agrees to pay the Sub-Contractor, according to pre-existing specific agreements. The Sub-Contractor is expected to complete the terms of any given contract in a time efficient and professional manner. Tasks performed by the Sub-Contractor may include, but are not limited to, management of materials, and management of his/her employees, physical labor, and/or documentation of project details.

In order for the Sub-Contractor to receive final payment all below referenced paper work must be completed and submitted with an accurate invoice. All documentation may be submitted via, e-mail, fax, or mail services. When all paper work is received by the Contractor, the Contractor agrees to pay the Sub-Contractor the contracted / invoiced amount within 30 business days of receipt. Sub-Contractor understands that he or she will not be paid until all paperwork is processed and completed correctly. The Sub-Contractor also understands that there may be monetary consequences for not following all the guidelines as listed in this agreement and in association with Crossroads Construction LLC *Company Policy*.

For all future considerations Sub-Contractor agrees that all information provided from, for and about Crossroads Construction LLC is confidential information and WILL NOT be used for any reason including the profit or benefit of any other company or individual(s) outside this agreement. Sub-Contractor will not contact or attempt to contact the Contractor's clients or other sub-contractors for additional work. If work is requested from the sub-contractor it will be brought to the attention of the Contractor.

### **Additional Line Items for Sub-Contractor Agreement:**

1. I understand that I am a sub-contractor and will complete a W-9, I also understand that I will receive a 1099, at the end of the year, for all compensation paid out under this contract. **Subcontractor is obligated to pay all federal and state income tax (including Colorado Unemployment Insurance Premium) on all money earned, while performing services for Contractor.**
2. Sub-Contractor assumes all responsibility and liability for all personnel hired by his/her company in order to perform services and provide materials as listed in the scope of work on any given project.





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3. Sub-Contractor or his/her hired personnel will not have or use alcohol or any other mind altering drugs on the job site or while working under this agreement
4. Sub-Contractor or his/her hired personnel will attend scheduled safety meeting as required by Contractor. Sub-Contractor is liable for abiding by all OSHA requirements under there scope of work.
5. Sub-Contractor will provide Personal Protective Equipment to all persons working on the project or job site according to his/her sub-contract i.e. safety glasses, ear plugs and gloves etc.
6. Sub-Contractor will communicate with the Contractor or the Contractors Field Staff as often as needed to discuss any pertinent information regarding project schedule, project costs as well as any project details the Contractor should be aware of.
7. **All change orders must be completed in writing, submitted and approved, before any additional work begins (Emergency work is exempt from this line item)**
8. Sub-contractor understand that negligent delays in schedule are subject to back charges up to \$500 per day.
9. Sub-Contractor will inform the Contractor or the Contractors Field Staff, within 24 hours of when a project schedule cannot be met and/or major delays have taken place.
10. Sub-Contractor will send an invoice to the Contractor after satisfactory completion and clean-up of the contracted scope of work.
11. Sub-Contractor understands that a lien waiver may be required, and will be submitted upon request.
12. Final payment may not be issued until quality of work is approved by Contractor and Client.
13. Contractor will issue payment to Sub-Contractor within 30 days of invoice. All required paper work must be received in order to request final payment. Required paper work includes: W-9, proof of insurance coverage (business liability & worker's comp), lien waiver for contracted amount, signed company policy, signed subcontractor agreement, and Declaration of Independent Contractor Status Form.
14. Sub-Contractor understands that when he/she is on the jobsite under this agreement he/she will represent the Contractor and must abide by the **Company Policy**.
15. If Sub-Contractor's actions or lack of actions result in additional cost to the Contractor, those costs will be deducted from the final payment due to the Sub-Contractor.

### **Sub-Contractor Information**

**Company Name:**

**Address:**

**Phone Number:**

\_\_\_\_\_  
**Sub-Contractor Signature:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Crossroads Construction, LLC**  
**Contractor**

\_\_\_\_\_  
**Date**



# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 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>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## 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 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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

- 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)



# Declaration of Independent Contractor Status Form

We certify **UNDER PENALTY OF PERJURY** that (insert contractor's name and trade name below):

Name: \_\_\_\_\_ Trade name: \_\_\_\_\_

Performing (type of work): \_\_\_\_\_

Federal Employer Identification #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Is an independent contractor (IC) and is not an employee of the following policyholder (PH):

Policyholder's name: Crossroads Construction LLC

Address: PO Box 351388, Westminster, CO 80035

Policy #: 4166559 Phone: 303-669-0167 / 720-227-3115

We also certify, by **OUR** initials **WHERE APPLICABLE**, that the above business for which the above individual performs services meet the following criteria:

- IC \_\_\_ PH. \_\_\_ 1. The business **DOES NOT** require the individual to work **ONLY** for the business for whom services are performed (except that the individual may **DECIDE** to work only for the business for a definite period);
- IC \_\_\_ PH. \_\_\_ 2. The business **DOES NOT** establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC \_\_\_ PH. \_\_\_ 3. The business **DOES NOT** pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC \_\_\_ PH. \_\_\_ 4. The business **DOES NOT** terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC \_\_\_ PH. \_\_\_ 5. The business **DOES NOT** provide more than minimal training for the individual;
- IC \_\_\_ PH. \_\_\_ 6. The business **DOES NOT** provide tools or benefits to the individual (except that materials and equipment may be supplied);
- IC \_\_\_ PH. \_\_\_ 7. The business **DOES NOT** dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC \_\_\_ PH. \_\_\_ 8. The business **DOES NOT** pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC \_\_\_ PH. \_\_\_ 9. The business **DOES NOT** combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly.

**Do not forget to complete page 3 of this form, which contains the Certification by the Independent Contractor. This certification must be signed and notarized.**

## Certification by Independent Contractor

The independent contractor understands that he/she:

- Will not be entitled to any workers' compensation benefits in the event of injury.
- Is obligated to pay all federal and state income tax on all money earned while performing services for the business.
- Is required to provide workers' compensation insurance for all workers that he/she hires.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Last four digits of Social Security #: ~~XXX~~ - ~~XX~~ - \_\_\_\_\_ (please do not provide us with your complete social Security #)

Acceptance of the Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations.

## **Notary Public**

State of Colorado )

) §§

County of ) \_\_\_\_\_

Subscribed and sworn before me by: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Commission expires: \_\_\_\_\_

**Signature:** \_\_\_\_\_

## Certification By Pinnacol Policyholder

I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Policy # or Federal Employer Identification #: \_\_\_\_\_

## **Notary Public**

State of Colorado )

) §§

County of ) \_\_\_\_\_

Subscribed and sworn before me by: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Commission expires: \_\_\_\_\_

**Signature:** \_\_\_\_\_