



1055 First Street, Ste 200
Rockville, MD 20850
hbwconstruction.com
301.424.2900

Pre-Qualification Requirements for Subcontractors

The following are required to become an approved Subcontractor with HBW Construction:

1. Master Subcontract Agreement – Execute and return the original form to the attention of the person at HBW Construction that sent it to you.
2. Insurance - Forward a certificate of insurance naming HBW Construction as the certificate holder. Note the insurance requirements in Item 6 of your master contract. Requirements apply at the Company level on an “all work performed for HBW Construction” basis. Certificates are not needed for each invoice or individual job unless specifically requested. Certificates should be **SCANNED** to certs@hbwgroup.com . A copy of a sample insurance certificate is attached for your reference. Please share this with your insurance broker.
3. W-9 Form – **Scan** your signed W-9 and return to the person at HBW that sent it to you.
4. Application for payment – **SCAN** your AIA form G702 (or equivalent format) – Application and Certificate for Payment Form to invoices@hbwgroup.com .
 - **Note the HBW job number, job name and Project Manager’s name on the subject line of your email.**
 - **Be sure to have job name and number on all forms submitted.**
 - **Retention billing should be done on a separate invoice and not be combined with regular contract billing.**
 - **Invoices should be received by the 20th of the month to be included in the monthly owner billings.**
5. Release of Liens & Claim Form – **SCAN** your signed and notarized Release of Liens and Claim Form to invoices@hbwgroup.com . Your notary seal must be an ink based stamp and NOT an EMBOSSED type seal.



HBW Construction Indemnity/Insurance Requirements

INDEMNITY; INSURANCE REQUIREMENTS. The Subcontractor specifically obligates itself to the Contractor and Owner, jointly and severally, in the following respects: (a) To indemnify them against and save them harmless from any use or infringements of patents; (b) To protect, defend and indemnify them against and save them harmless from any and all claims, costs, expenses (including attorney fees), suits or liability for damage to property, injuries to persons, including death and from any other claims, suits or liability on account of any act or omission of the subcontractor, or any of its officers, agents, employees, or servants and subcontractors or material men, and from any and all loss, damages, costs, expenses and attorney fees arising therefrom; (c) To pay for all materials furnished and work and labor performed under this Subcontract, and to satisfy the Contractor and Owner thereof whenever demand is made, and to protect, defend and indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits or liens therefor by other than the Subcontractor; (d) To obtain and pay for all trade permits, licenses and official inspections made necessary by the Work, and to comply with all laws, ordinances and regulations bearing on the Work and the conduct thereof; and (e) To protect, defend and indemnify the Contractor and the Owner against and save them harmless from, any losses, damages, costs, expenses and attorney fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of the Subcontractor.

Without otherwise affecting or reducing the aforesaid indemnity obligation, Subcontractor shall insure said indemnity and all its work by comprehensive liability insurance policies, naming the Contractor as an additional insured (except on workers compensation), from an insurance carrier with a minimum A.M. Best rating of A. The Subcontractor shall provide Contractor with a certificate(s) of insurance prior to the commencement of Subcontractor's work evidencing the following coverage:

A. **Comprehensive General Liability:** Coverage should include \$1,000,000 combined single limit of liability for bodily injury and property damage per occurrence with a \$2,000,000 aggregate limit. Coverage is to be written on an occurrence basis, not claims made. Coverage will include contractual liability, broad form property damage, ongoing and completed operations, and no exclusion for explosion, collapse or underground work performed. Coverage shall apply on a per project basis and provide primary and noncontributory coverage. The Contractor will be covered as an additional insured and will include a waiver of subrogation in favor of the Contractor.

B. **Comprehensive Auto Liability:** Coverage shall be provided with a \$1,000,000 combined single limit of liability for bodily injury and property damage for all owned, non-owned and hired autos used by the Subcontractor, its employees, agents, subcontractors and suppliers on the project. The Contractor will be covered as an additional insured and will include a waiver of subrogation in favor of the Contractor.

C. Excess/Umbrella: \$2,000,000 limit per occurrence and \$2,000,000 aggregate limit. Coverage should be written on a per occurrence basis, include the Contractor as an additional insured and provide a waiver of subrogation in favor of the Contractor. The retention should be no greater than \$10,000. The Contractor will be covered as an additional insured and will include a waiver of subrogation in favor of the Contractor.

D. Worker's Compensation and Employers Liability: Statutory coverage including Employers Liability with limits of at least \$500,000 each accident, \$500,000 disease for each employee and \$500,000 disease policy limit. Coverage will include a waiver of subrogation in favor of the Contractor.

E. The terms, parties covered and amounts of coverage listed above are to be considered minimum coverage, subject to requirements of the Contract Documents. Policies may not be canceled without adequate substitution before cancellation. The Contractor shall be listed as additional insured under the general liability, auto liability and excess liability coverages with respect to work done by the subcontractor on their behalf as required by written contract or agreement. All coverages must provide primary and non-contributory coverage and waiver of subrogation in favor of the Contractor.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

Page One of Two Pages

TO (OWNER):

PROJECT:

APPLICATION NO.

Distribution to:

PERIOD TO:

OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR):

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:
HBW JOB NO:
INVOICE NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

1. ORIGINAL CONTRACT SUM.....
2. Net change by Change Orders.....
3. CONTRACT SUM TO DATE (Line 1 +1-2).....
4. TOTAL COMPLETED & STORED TO DATE.....
(Column G on G703)
5. RETAINAGE:
 - a. 10% of Completed Work \$.....
(Column D + E on G703)
 - b. ___ % of Stored Material \$.....
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....
6. TOTAL EARNED LESS RETAINAGE.....
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....
8. CURRENT PAYMENT DUE.....
9. BALANCE TO FINISH, PLUS RETAINAGE.....
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

State of: Maryland County of: _____
Subscribed and sworn to before me this day of _____, 20____
Notary Public:
My Commission expires _____

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED.....\$ _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT: _____

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTRACTOR PARTIAL RELEASE AND WAIVER OF LIEN & CLAIM

Job Number

State of:
County of:

The undersigned has been employed by _____
to furnish _____
for the project known as _____
of which _____ is the owner. The undersigned, pending
receipt of _____
_____ (_____)

dollars and other good and valuable considerations acknowledged, does hereby
waive and release, upon receipt, any and all lien or claim or right of lien,
(Mechanics and all other statutory), on the above described premises and improvements
thereon, and on the monies or other considerations due or to become due from
the Owner, on account of labor or services furnished for or material, fixtures, or
apparatus incorporated into the project by the undersigned for the above described
project, through the period ending _____.

This release is conditional upon clearance of funds to our bank.

(Name of Company)

Subscribed and sworn to before me this

(Officer of Company, Title)

_____ Day of _____ 20____

(Date)

Notary Public

My Commission Expires

CONTRACTOR FINAL RELEASE AND WAIVER OF LIEN & CLAIM

Job Number

State of:
County of:

The undersigned has been employed by _____
to furnish _____
for the project known as _____
of which _____ is the owner. The undersigned, pending
receipt of _____
_____ PAYMENT IN FULL (_____)

dollars and other good and valuable considerations acknowledged, does hereby
waive and release, upon receipt, any and all lien or claim or right of lien,
(Mechanics and all other statutory), on the above described premises and improvements
thereon, and on the monies or other considerations due or to become due from
the Owner, on account of labor or services furnished for or material, fixtures, or
apparatus incorporated into the project by the undersigned for the above described
project, through the period ending _____ .

This release is conditional upon clearance of funds to our bank.

(Name of Company)

Subscribed and sworn to before me this

By _____

(Officer of Company, Title)

_____ Day of _____ 20____

(Date)

Notary Public

My Commission Expires