



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

## **Insurance, Billing & Contractual 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 and HBW Services as the certificate holder. Note the insurance requirements in your master contract. Requirements apply at the Company level on an “all work performed for HBW” basis. Certificates are not needed for each invoice or individual job unless specifically requested. Certificates should be **SCANNED** to [certs@hbwgroup.com](mailto: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](mailto: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 20<sup>th</sup> 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](mailto: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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
x/x/xxxx

<b>PRODUCER</b>  Preferred Insurance Services, Inc 4035 Ridge Top Rd., Ste 150 Fairfax, VA 22030	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  YOUR COMPANY NAME STREET ADDRESS CITY STATE ZIP CODE	INSURER A: YOUR INSURANCE CARRIER (A Rated)	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	YOUR POLICY #	CURRENT YEAR	CURRENT YEAR	EACH OCCURENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	YOUR POLICY #	CURRENT YEAR	CURRENT YEAR	COMBINED SINGLE LIMIT (Each Occurrence)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <b>UMBRELLA LIA</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIA</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	YOUR POLICY #	CURRENT YEAR	CURRENT YEAR	EACH OCCURENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
							\$
A	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	YOUR POLICY #	CURRENT YEAR	CURRENT YEAR	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
	<input type="checkbox"/>	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 HBW Properties, Inc. d/b/a HBW Group is Additional Insured with respect to the General Liability, Auto Liability and Excess Liability regarding work done by the policyholder on their behalf as required by written contract or agreement. All insurance policies of the above named insured provide Primary and Non-Contributory coverage and Waivers of Subrogation in favor of the Certificate Holder.

<b>CERTIFICATE HOLDER</b>  HBW Properties, Inc. t/a HBW Construction and HBW Services 1055 First Street, Suite 200 Rockville, MD 20850	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <div style="text-align: center;"><i>Your Agent's Signature</i></div>
<b>ACORD 25 (2009/09)</b>	© 1988-2009 ACORD CORPORATION. All Rights Reserved.

**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

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# 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