



Thank you for taking interest to become a part of the Stonebridge Builders, LLC “network.”

The following requirements are needed from all subcontractors:

All Insurance must be current and maintained. See the Sample Certificate and Subcontractor Agreement for details.

- 1. General Liability Certificate**
- 2. Workers Compensation Certificate**
- 3. Auto Liability Insurance for all “owned” “hired” Autos (or proof of personal insurance)**
- 4. Completed W-9 Form**
- 5. Subcontractor Agreement initialed and signed**
- 6. Vendor Information Sheet**
- 7. Certificate of Good Standing from the Colorado Secretary of State Website- If Registered**
- 8. License’s: All Licenses must be current**

Please provide the above documents via email, to:

accounting@stonebridgebuilders.net

Tel: 303-425-9999

Fax: 303-425-0909

Thank you again and we look forward to working with you!

Best Regards,

Stonebridge Builders



THIS AGREEMENT made on the following date: _____, between Stonebridge Builders, LLC (“Contractor”) and _____ (Subcontractor”).

- A. Contractor may enter into a contract with owner or agent for the owner (“Owner”), as described on Subcontractor estimate/work order or Contractor estimate (the “Estimate”). Contractor and Subcontractor may enter into additional Estimates. The related plans and specifications are herein incorporated as part of this Agreement. Each Estimate shall be governed in all respects by this Agreement. Estimates shall be used to outline the scope of work and price only. All other terms and conditions are expressly excluded.
- B. Contractor wishes to subcontract to Subcontractor and Subcontractor wishes to perform, certain aspects of the work called for in the Owner’s contract. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:
1. Contractor agrees to pay the Subcontractor, for the full, complete and faithful performance of the work described in the applicable Estimate (the “Subcontract Work”), the price as designated (the “Subcontract Price”).
 2. Subcontractor agrees:
 - A. **Subcontract Work.**
 - i. To furnish all supervision, labor, materials, skills, knowledge and equipment, and perform the Subcontract work, in accordance with the applicable Estimate and in a professional and workmanlike manner, in accordance with industry standards, and to the specifications of the manufacturer.
 - ii. Subcontractor is responsible to bid the full and complete scope of work. Should the written scope, verbal scope or drawings be ambiguous or contradictory, the Subcontractor is responsible to bring it to the attention of the Contractor. In all cases the Subcontractor shall be responsible to include all work that is shown on the construction drawings, and or in the written scope of work or expressly exclude that work in their estimate.
 - iii. Not to assign or sublet any portion of the Subcontract Work without the prior written consent of Contractor.
 - iv. Subcontractor agrees that if any portion of the Subcontract Work is assigned or sublet, Subcontractor is fully responsible for work performed and for compliance with all Local, State and Federal Laws.
 - v. Subcontractor agrees to regularly perform commercially reasonable background screens on any employees, laborers or subcontractors and to not place any such employees, laborers, or subcontractors who have a history of criminal convictions or deferred-adjudication or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history might include, but is not limited to, crimes such as molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping. Subcontractor also agrees to comply with Immigration and Customs Enforcement (ICE) regulations.
 - vi. To begin and complete the Subcontract Work within the assigned days, as designated by the Contractor. If at any time Subcontractor delays the commencement or progress of the work under the Owner’s Contract, for any reason, Contractor shall have the option to terminate this Agreement and the applicable Estimate.
 - vii. To cooperate fully with other Subcontractors and to plan and conduct the Subcontract Work so as not to interfere with their operations. Contractor will not be responsible for any delays or interference resulting from the acts or operations of other subcontractors, suppliers, or other persons. Subcontractor shall notify Contractor of any delays in writing.
 - viii. Subcontractor must notify Contractor of any material or site deficiencies prior to starting work. Subcontractor has had the opportunity to review the project and accepts the condition of existing materials and site to be satisfactory once they commence work and shall cover the costs of their own work, if repairs are required.

Subcontractor Initials _____

- ix. Contractor may order extra Subcontract Work or make changes by altering, adding to, or deducting from the Subcontract Work, the Subcontract Price herein being adjusted accordingly. All such extra Subcontract Work shall be executed under the conditions herein except that any claim for extension of time caused thereby must be agreed upon at the time of ordering such change. Subcontractor shall make no claims for extra Subcontract Work unless the same shall be fully agreed upon in writing by Contractor prior to the performance of any such work.
- x. That all materials delivered by or on account of Subcontractor and intended to be incorporated into the Subcontract Work shall become the property of Owner when delivered and installed.
- xi. To guarantee the quality of all Subcontract Work, all labor, materials, and equipment used therein for one year from the task completion date. To make any repairs, replacements or adjustments at Subcontractor's sole expense.
- xii. Respond and initiate repairs/replacement as necessary within seventy-two (72) hours to any claim against guarantee.
- xiii. Subcontractor agrees to pay for any and all expenses paid by Contractor should any claim against guarantee not be remedied within 30 days including but not limited to attorney's fees.
- xiv. Subcontractor is deemed, for all purposes under this Agreement, an "independent contractor" and not an employee, agent or partner of Contractor. Subcontractor has no authority to bind, obligate, or contract on behalf of Contractor. Contractor shall in no way be liable as an employer of, or on account of any of the employees of, the Subcontractor. Subcontractor will, as an employer, to the extent of any of its employees, conform to all rules and regulations of Social Security Acts and Unemployment Commissions created by any laws, and that it will furnish satisfactory evidence to Contractor that it is conforming to said laws, rules and regulations. Subcontractor hereby releases and indemnifies Contractor from any and all liabilities under said laws, rules and regulations.
- xv. Should Subcontractor and Contractor engage in work where a price was not determined up front (Time and Materials, T&M), Subcontractor agrees to perform the work on an open book, T&M basis with a max markup of 20% for Overhead and Profit. Labor rates shall be within industry standards but in all cases not exceed Davis Bacon Wages (currently published at the time of the project for Colorado in the County the work was performed in). Davis Bacon Wages shall include the published Fringes for the trade performing the work.
- xvi. Subcontractor must issue a spreadsheet or invoice that clearly identifies on a line item basis: labor, material, labor hours, labor rates, taxes and other costs associated with the project and any markups. Subcontractor shall make readily available: times sheets, vendors and or suppliers invoices or other invoices as contractor requests. Subcontractor understands and agrees to provide the required documentation if requested prior to payment by Contractor being issued.
- xvii. All invoices for T&M projects must be received within one week of scope or work completion by Subcontractor

B. Professionalism.

- i. All persons under the direction of the Subcontractor shall be qualified and professional at all times to include clothing that compliments their professionalism.
- ii. No smoking, eating or drinking within the job site (water excepted). Immediate back charges may apply, if Contractor discovers any of these violations or cigarette butts, trash, soda cans, etc. are found within the job site.
- iii. In addition to daily housekeeping, at the completion of the Subcontract Work, clean up all refuse and rubbish caused by Subcontractor and to promptly remove all excess materials, tools, structures, and other items which may have been brought on the Owner's premises by Subcontractor, and in the event of the failure of Subcontractor to do so, Contractor may, after reasonable notice to Subcontractor, clean up such premises at the cost and expense of Subcontractor.

Subcontractor Initials _____

C. Compliance.

- i. To comply with all federal, state, and local laws, codes, ordinances, and regulations, and all municipal laws, codes, ordinances, and regulations, present or future, applicable to the Subcontract Work, labor and employment laws. Subcontractor agrees to obtain at its' own expense all licenses and permits necessary for the performance of the Subcontract Work.
- ii. That if any federal, state, or local government or agency having proper jurisdiction shall direct Contractor to undertake or refrain from undertaking the Subcontract Work, portions thereof or certain types of work and as a result thereof, the labor, materials, or equipment ordered for the Subcontract Work shall become unnecessary, Contractor may, without liability, cancel this Agreement in whole or in part by written notice to Subcontractor.
- ii. To pay any and all federal, state and municipal taxes, including sales and income taxes, for which Subcontractor may be liable in connection with the labor, materials, or equipment used in carrying out this Agreement.

D. Payment terms.

- i. Subcontract work less than \$10,000. Invoices received by Stonebridge Builders by the 23rd of the month, Stonebridge Builders will work to pay by the 23rd of the following month. Example: if we receive an invoice before January 23rd, we will work to pay the invoice on February 23rd. If we receive an invoice on January 26th, we will work to pay the invoice on March 23rd.
- ii. Subcontract work of \$10,000 and greater – Paid when Paid Policy.
 - a) Subcontractor invoices that are received by Stonebridge Builders by the 23rd of the month will be paid on the 23rd of the following month, subject to our Paid when Paid Policy, including progress draws.
 - b) Invoices will only be approved for work that is complete at the time of receipt. This is a pay when paid contract, meaning Subcontractor will be paid only after Stonebridge Builders receives payment for Subcontract Work. In an effort to maintain a strong and loyal subcontractor base, Stonebridge Builders at its option may elect to pay subcontractor invoices before Stonebridge Builders receives payment from owner.
 - c) Subcontractor understands and agrees that Contractor shall not be held liable and waives any rights it has against Contractor for non-payment of any and all invoices arising from this agreement unless funds are received from Owner. This waiver does not limit any lien rights Subcontractor may have on the Owner's property.
- iii. Prompt Pay. Stonebridge Builders reserves the right to promptly pay invoices within 14 business days of receipt and take a 1.5% discount off such invoice.
- iv. Purchase Orders/Subcontracts and Change Orders. NO Work is to be performed by the Subcontractor until a Purchase Order or Subcontract has been issued from the Contractor. NO payment will be processed without a PO or SO attached to the invoice. NO additional work outside of the original bid shall commence without a change order issued by the Contractor. NO payment will be processed for additional work without the Change Order attached to the invoice.
- v. Invoices for contracted amount ONLY are to be on an individual invoice. Change Orders MUST be submitted on a separate invoice.
- vi. Subcontractor agrees to invoice the Contractor for work performed within 30 days of completion. Any work not invoiced by the Subcontractor within 45 days of completion may be subject to delays in payment, reduced payment or lack of payment by Contractor.
- vii. Subcontractor agrees not to lien or allow any liens to be placed by any laborers, materialmen or suppliers unless subcontractor has initiated arbitration with Contractor
- viii. Unless Contractor has been officially notified of arbitration in writing Contractor may bond around any lien placed by Subcontractor, laborers, materialmen and or suppliers at Subcontractor's sole expense.
- ix. Upon receipt of payment Subcontractor, all laborers, materialmen and suppliers waive any and all lien rights to the Subcontract work. Subcontractor shall indemnify and cover any costs associated with any liens placed by Subcontractor's work including but not limited to attorney's fees. Subcontractor shall diligently work to remove any such liens if placed.

Subcontractor Initials _____



- x. Contractor may pay up to 90% of the Estimate price and retain 10% of the Estimate price until all work has been approved by the appropriate local building jurisdictions, and or approved by the client and punch list work has been completed.
 - E. Subcontractor shall not discuss the Contractor's proprietary information including but not limited to: contracts, agreements, forms, processes, procedures, scopes of work, names of clients, project locations, to any other contractor or potential competitor. Subcontractor acknowledges that unfair competition, misappropriation of trade secrets, proprietary information or violation of any of the relevant provisions contained herein would cause irreparable injury to Contractor, that the remedy at law for any violation or threatened violation thereof would be inadequate, and that Contractor shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages. Subcontractor agrees that such relief shall be available in a court of law of competent jurisdiction.
3. **Insurance.** Subcontractor shall carry, at its own expense, one or more policies of auto, workers compensation, comprehensive general liability, property damage, bodily injury and or professional liability insurance, issued by one or more insurance companies authorized to do business in Colorado, with the following minimum coverage:
- A. Auto insurance for "owned" "hired" and "non-owned" autos with a \$1,000,000 minimum limit.
 - B. Worker's Compensation – insurance shall be provided as required by Colorado Law. Insurance shall be provided in amounts not less than:
 - i. \$100,000 each accident for bodily injury by accident
 - ii. \$500,000 policy limit for bodily injury by disease
 - iii. \$100,000 each employee for bodily injury by disease
 - C. Comprehensive General Liability insurance, covering all operations, bodily injury liability and property damage liability. The limits of liability shall be not less than the amounts listed:
 - i. \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 - ii. \$1,000,000 for personal injury liability
 - iii. \$2,000,000 aggregate for Products-Completed Operations
 - iv. \$2,000,000 general aggregate
 - D. Subcontractor and its insurance carriers agree to waive all rights of subrogation against the Owner, Contractor and all other indemnities named in the Contract Documents, and Subcontractor's insurance policies shall contain an endorsement requiring such waiver of subrogation. Waiver of subrogation applies to Comprehensive General Liability and Worker's Compensation.
 - E. Subcontractor will modify their insurance policy by endorsement to stipulate that their General Liability insurance coverage applicable to the additional insured is primary insurance and that any other insurance carried by the Contractor will be excess only and will not contribute with this insurance. The General Aggregate shall apply on a per project basis.
 - F. The coverage provided for in the commercial general liability policy and Additional Insured endorsements shall be maintained by Subcontractor for a minimum of six (6) year following completion of the work provided for herein.
 - G. If for any reason such amounts are not carried or coverage was not in place during the work, Contractor may purchase coverage at Subcontractor's sole expense, to include the Additional Insured endorsements.
 - H. Such policy or policies shall name and show on the certificate, that Stonebridge Builders, LLC is an Additional Insured and shall provide that they may not be cancelled on less than 30 days notice to Contractor. Certificates of insurance, and contact information of Insurance provider as called for herein shall be furnished to Contractor prior to commencing any of the Subcontract Work.
 - I. If Subcontractor commences any work prior to such insurance certificates being supplied to Contractor then Subcontractor personally guarantees all such work and materials during and until six years after Subcontractors task completion.
 - J. Contractor shall reserve the right to withhold payment until the proper and current insurance certificates are on file.
 - K. Subcontractor shall indemnify and hold harmless Contractor from and against any and all suits, claims, actions, losses, costs, penalties and damages, or whatsoever kind or nature, including but not limited to attorneys' fees, arising out of, in connection with, or incident to Subcontractor's performance of this Agreement and Subcontractor's Estimate(s).

Subcontractor Initials _____



4. **Safety.** Subcontractor agrees to provide a safe work environment for his employees and anyone else entering the work site; by using signage and verbal notifications to all persons of any and all hazards. Subcontractor shall use common construction safety practices at all times. This includes, but is not limited to:
 - A. Safe access to the premises.
 - B. Maintain Material Safety Data Sheet (MSDS) log books for any and all required materials used or left on site
 - C. Building temporary handrails where needed; windows, door ways, staircases, elevated platforms, etc...
 - D. Proper scaffolding - OSHA compliant.
 - E. Proper housekeeping of debris that may cause injuries: boards with exposed nails, loose nails, broken glass, piles of debris, etc...
 - F. Any and all trenching shall have a minimum of two persons on site and in the immediate area at all times. All trenches shall be clearly identified and a proper mean of egress to be supplied. Subcontractor shall promptly notify Contractor of any trenches commenced on site.
 - G. Subcontractors to use safe practices as related to their trade and to comply with all OSHA regulations. Repetitive written violations shall be an immediate cause for contract termination at Contractor's discretion.
 - H. Any and all injuries must be reported to Contractor at the time of the incident and proper medical attention if necessary must be rendered, in compliance with workers compensation laws.
5. **General Provisions.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.
 - A. This Agreement, and the applicable Estimate(s), plans and specifications, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
 - B. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration submitted to a professional arbitration service under its rules relating to the construction industry and the Colorado Arbitration Act. The arbitrator's decision shall be final and legally binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable rules of arbitration.
 - C. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions; but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
 - D. If any one article, section, part, subpart, or term of this agreement is deemed to be invalid for any reason, all of the others remain in effect.
 - E. Subcontractor shall at all times, carry on, perform and complete this Agreement to the full and complete satisfaction of Contractor. It is specifically understood and agreed that in the event that Subcontractor is not proceeding with diligence and in such a manner as to satisfactorily complete the Subcontractor Work within the required time, or in a manner not satisfactory to Contractor, then and in that event Contractor shall have the right, after reasonable notice, as determined by Contractor, to take over the Subcontract Work and to complete the same at the cost and expense of Subcontractor, without prejudice to Contractor's other rights or remedies for any loss or damage sustained. Contractor has authority to back charge Subcontractor for violations of this agreement and agrees to provide written notice of any back charges to Subcontractor.
 - F. Liquidated damages (LD's) clause may apply if Owner's contract with Contractor contains LD's clause. Contractor will notify subcontractor if Owner's contract contains this LD clause. It is acknowledged that the Subcontractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner and/or Contractor to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner and/or Contractor of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Subcontractor agrees that liquidated damages may be assessed and recovered by the Owner and/or Contractor as against Subcontractor and its Surety, in the event of

Subcontractor Initials _____



delayed completion and without the Owner and/or Contractor being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Subcontractor shall be liable to the Owner and/or Contractor for payment of liquidated damages in the amount of Two Hundred Dollars (\$200) for each day (or higher if Owner contract documents stipulate an amount higher) that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Subcontractor shall pay them to Contractor without limiting Contractor's right to terminate this agreement for default as provided elsewhere herein.

Contractor and Subcontractor agree to this Agreement on the date indicated below:

SUBCONTRACTOR:

By: _____

Date: _____

CONTRACTOR:

By: _____

Stonebridge Builders, LLC

Date: _____



SUBCONTRACTOR-VENDOR INFORMATION

Company Name: _____

Company Address: Mailing: _____

Company Address: Physical: _____

Description of Services: _____

EPA and Lead Certified: Yes No

Owner Name: _____

Office Ph: _____ Cell Ph: _____

Email: _____

Sales Agent Name: _____

Office Ph: _____ Cell Ph: _____

Email: _____

Billing Contact: _____

Office Ph: _____ Cell Ph: _____

Email: _____

Fax: _____

List 3 Credit References

Name	Bank name	Contact Phone Number
1.		
2.		
3.		

List 3 Business References

Name	Business Name	Contact Phone Number
1.		
2.		
3.		



PLEASE SEND THIS SAMPLE CERTIFICATE TO YOUR AGENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

/ /

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LAKESIDE INSURANCE CENTER, LLC 7728 Vance Dr. ARVADA CO 80003		CONTACT NAME: Mr. Agent PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____															
INSURED ABC Contracting PO Box 12345 Denver CO 80202		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Company I</td> <td>12345</td> </tr> <tr> <td>INSURER B: Insurance Company II</td> <td>23456</td> </tr> <tr> <td>INSURER C: Insurance Company III</td> <td>34567</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company I	12345	INSURER B: Insurance Company II	23456	INSURER C: Insurance Company III	34567	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 12-13 Subs Master **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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL12345	01/01/2012	01/01/2013	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			BA123345	01/01/2012	01/01/2013	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
						BED \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB12345	01/01/2012	01/01/2013	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC12345	01/01/2012	01/01/2013	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 General Liability coverage is primary/non-contributory. Certholder is Additional Insured to include ongoing and completed operations (this can be blanket) per Form # _____; General aggregate limit applies per project. Waiver of subrogation applies for General Liability and Workers Compensation per Form # _____

THIS SAMPLE CERTIFICATE IS INTENDED TO RELAY THE CERTIFICATE HOLDERS REQUIREMENTS. PLEASE ATTACH ANY RELEVANT ENDORSEMENTS AS EVIDENCE OF THE IDENTIFIED ADDITIONAL INSURED PARTIES AS BEING PROPERLY AMENDED TO THE POLICY OR POLICIES.

CERTIFICATE HOLDER STONEBRIDGE BUILDERS POB 741105 Arvada CO 80006	RELATION 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
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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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Independent Contractor Waiver of Workers Compensation Agreement

The undersigned have read the following document and by signing of same do agree and certify that said Independent Contractor does meet all of the qualifications of an Independent Contractor and **IS NOT ENTITLED TO WORKERS COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

For purposes of this Agreement an "Independent Contractor" means any person who owns the assets of a business, company or service and who manages and controls such business, company or service and who has ultimate responsibility for all decisions affecting such business, company or service and who is subject to realize any profits or loss from such business, company or service.

As proof of independence, this document must be signed by both parties and must show that the person for whom services are performed does not:

- 1) Require the individual to work exclusively for the person for whom services are performed; except that the individual may choose to work exclusively for such person for a finite period of time;
- 2) Establish a quality standard for the individual; except that the person may provide plans and specifications regarding the work but cannot oversee the actual work or instruct the individual as to how the work will be performed;
- 3) Pay a salary or at an hourly rate instead of a fixed or contract rate;
- 4) Terminate the work of the service provider during the contract period unless such service provider violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- 5) Provide more than minimal training for the individual;
- 6) Provide tools or benefits to the individual; except that equipment and materials may be supplied;
- 7) Dictate the time of performance; except that a completion schedule and a range of negotiated and mutually agreeable work hours may be established;
- 8) Pay the service provider personally instead of making checks payable to the trade or business name of such service provider;
- 9) Combine the business operations of the person for whom services are provided in any way with the business operations of the service provider instead of maintaining all such operations separately and distinctly;
- 10) Currently, and will not in the future, have employees which are subject to the state Workers Compensation act.

The undersigned have read and agree to the terms and conditions of this agreement, and it is acceptable to both parties.

Name of Independent Contractor: (BusinessName): _____

Contractor Signature: _____ Printed Name: _____

Company for whom services are provided: **STONEBRIDGE BUILDERS LLC**

Subscribed and swore to before me this _____ day of _____, 20____ by the above individual.

NOTARY _____ My commission expires _____