



SUBCONTRACTOR PRE-QUALIFICATION CHECKLIST

The following is required by Capital Builders Inc. in order to qualify your bid and/or enter into a subcontract agreement with your firm. Capital Builders Inc. appreciates you taking the time to review and complete the attached subcontract agreement and provide all the requested information.

- ☐ Completed Subcontractor Pre-Qualification Form
- ☐ Completed Subcontract Agreement
- ☐ Certificates of Insurance showing your coverage for:
 - General Liability Insurance (Minimum \$1million/\$2million aggregate police limits)
 - Automobile Insurance (Minimum \$1million policy limit)
 - McLeod Construction must be named as additional insured
- ☐ W-9 Attached
- ☐ Safety Manual
- ☐ Direct Deposit Form Complete & Signed (Optional)

Capital Builders Inc. policy requires the above information to be on file before any payments are to be made to your company. We also request that you advise Capital Builders Inc immediately upon any change to this reported status. ***No work may begin on our jobsites until a complete packet is received and you have been qualified.***

Please don't hesitate to call, email, or stop by if you have any questions or concerns regarding this paperwork.

Please return completed packet to ap@capitalbuildersnw.com or mail original to 11410 NE 124th St. #448 Kirkland, WA 98034-4305

Thank you



Capital Builders Inc
11410 NE 124th St. #448
Kirkland, WA 98034-4305
www.capitalbuildersnw.com
info@capitalbuildersnw.com
CAPITPI871RD

SUBCONTRACTOR PRE-QUALIFICATION

Email completed form to ap@capitalbuildersnw.com or fax to (425) 406-6219

Company Name: _____ Contact: _____
Address: _____
Phone: _____ Fax: _____
Locations served ☐ W. King Co ☐ E. King Co ☐ N. Sno Co ☐ S. Sno Co ☐ N. Pierce Co ☐ S. Pierce Co ☐ Olympia
Type of work performed: _____
☐ LLC ☐ Partnership ☐ Corporation ☐ Sole Proprietor (please select one) Year Business Started: _____
MBE: ☐ Yes ☐ No WBE: ☐ Yes ☐ No Length of time under present ownership: _____ years
Do you have a Written Safety Program: ☐ Yes ☐ No Do you have a Drug Testing Program: ☐ Yes ☐ No

BID REQUESTS

Contact for Bid Requests: _____ Phone: _____
E-mail Address: _____ Fax: _____

BILLING/ACCOUNTING CONTACT

Contact for Billing: _____ Phone: _____
E-mail Address: _____ Fax: _____

COMPANY PRINCIPALS / OFFICERS

Name: _____	Name: _____
Title: _____	Title: _____
Home Phone: _____	Home Phone: _____
Home Address: _____	Home Address: _____

LICENSES

WA Contractor's License #: _____ Tax ID #: _____
L&I Account ID #: _____ UBI #: _____
Current Experience Modification Rate (EMR) _____

REFERENCES

BANKING & BONDING

Bank: _____ Branch: _____
Contact: _____ Email: _____ Phone: _____
Line of Credit: ☐ Yes ☐ No Amount: \$ _____
Bonding/Savings Company: _____ Account Number: _____

SUPPLIERS (Three Largest Suppliers)

1. _____	Phone: _____	Contact: _____
2. _____	Phone: _____	Contact: _____
3. _____	Phone: _____	Contact: _____

LIST THREE (3) LARGEST CONTRACTS & AMOUNTS IN PAST THREE (3) YEARS

(name of project and brief description)

1. _____	Contract Value: _____	Year Comp: _____
2. _____	Contract Value: _____	Year Comp: _____
3. _____	Contract Value: _____	Year Comp: _____

Is the business currently involved in any lawsuits? ☐ Yes ☐ No

Does this business have any open claims/lawsuits against it bonds? ☐ Yes ☐ No

Has this business, or other businesses owned by principals of this company, ever filed bankruptcy? ☐ Yes ☐ No

(If yes to any of the above, please explain in a separate document and include with this form.)

I certify that the above information is true and correct and authorize you to contact the above references regarding our credit standing or past performance.

Signature: _____ Title: _____

Print Name: _____ Date: _____

SUBCONTRACTOR AGREEMENT

Capital Builders Inc AKA Capital Painters Inc, hereafter referred to as the Contractor, is subcontracting with:

NAME: _____
hereafter referred to as the Subcontractor, and located at:

ADDRESS: _____
To perform the following work:

- ☐ Indicates an ongoing agreement. Capital Builders Inc. will use individual purchase orders for specific jobs/tasks. All of the terms of this agreement apply in full to each and all work done by the Subcontractor until this agreement is terminated in writing by either party.
- ☐ Indicates a defined scope of work or work location that this agreement covers, including all change orders or additions.
Date work to start _____
Date work to be completed _____
Credit to the Contractor per calendar day for late completion - \$ _____
- ☐ Indicates additional job specifications attached.

GENERAL PROVISIONS

A. OBLIGATIONS AND RESPONSIBILITIES

It is agreed that the Subcontractor will assume toward the Contractor all obligations and responsibilities which the Contractor has assumed toward the Owner under the Main Contract to the extent of the work herein subcontracted. All clauses of the Main Contract which are required to be included in this Subcontract are hereby incorporated in this Subcontract by reference. The Subcontractor shall bind his subcontractors and suppliers to the terms and conditions of the Main Contract and shall expressly incorporate in Subcontractor's subcontracts and supply contracts all clauses of the Main Contract required to be incorporated therein. In case of conflict between the terms of the obligation and the responsibilities of the parties of this Subcontract and the Main Contract, this Subcontract shall control. The Subcontractor agrees not to assign or subcontract a substantial portion of the performance of this Subcontract without the prior written consent of the Contractor. The Subcontractor shall designate in writing all lower tier subcontractors to the Contractor and shall not subsequently change such lower tier subcontractors without the Contractor's approval. Contractor shall furnish to Subcontractor, upon the Subcontractor's request, the legal description of the premises covered by the Main Contract. A copy of the Main Contract will be made available upon request.

B. NOTICE OF CLAIMS

The Subcontractor shall provide written notice to the Contractor within five (5) days or within sufficient time to allow the Contractor to give notice to the Owner pursuant to the Main Contract (whichever is sooner), after occurrence of any instances of interruption, extra work, additional work, delay, hindrance and/or efficiency loss of any nature whatsoever in the Subcontractor's Work, believed by the Subcontractor to be caused by the acts or omissions of the Contractor, other subcontractors, the Owner, Construction Manager, Architect/Engineer or the employees or agents of any of them. In the event the Subcontractor believes it is entitled to receive compensation due to damages from such occurrence(s) and/or is entitled to an extension of time, the Subcontractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for the Subcontractor's claim with supporting data and/or the entitlement basis to support an extension of time) shall be delivered to the Contractor within an additional fifteen (15) days or within sufficient time to allow the Contractor to forward the Subcontractor's Statement of Claim to the Owner (whichever is sooner), to meet any applicable Main Contract requirements. To the extent the Main Contract requires the Contractor to provide a different form or additional information for the Statement of Claim than required by this paragraph, the Subcontractor shall timely comply with such required form and timely provide all required additional information such that the Contractor can meet all applicable Main Contract requirements. **FAILURE OF THE SUBCONTRACTOR TO PROVIDE TIMELY WRITTEN NOTICE, AS PROVIDED IN THIS PARAGRAPH, AND/OR FAILURE BY THE SUBCONTRACTOR TO TIMELY PROVIDE ITS STATEMENT OF CLAIM FOR AN INCREASE IN THE SUBCONTRACT AMOUNT, OR FOR AN EXTENSION OF TIME SHALL RESULT IN A WAIVER OF THE SUBCONTRACTOR'S CLAIM.** The Contractor does not waive the

Subcontractor Initials _____

requirement for timely written notice and/or timely written submission of the Statement of Claim unless the Contractor's waiver is unequivocal, explicit, and in writing.

C. DRAWINGS/SUBMITTALS (IF REQUIRED)

The Subcontractor agrees to furnish shop drawings, cut sheets, specifications and final selection of materials and other specified items, in the quantity required in the contract documents, for approval by Owner or Owner's agent so as not to delay progress of the work.

Before beginning the Subcontract Work, the Subcontractor will prepare and timely, submit and resubmit as required, all shop drawings, erection drawings, diagrams, samples, manufacturer's brochures, reports and other submittals as required by the Contract Documents. Review by the Contractor is a general check only, and does not relieve the Subcontractor from complying with the Contract Documents. The Subcontractor will notify the Contractor in writing of any discrepancies or inconsistencies in the Contract Documents that affect the Subcontract Work before performing the affected Subcontract Work.

D. SCHEDULING

Time is of the essence in this Subcontract. It is the intent that the Subcontractor start and complete work by agreed upon dates. The Contractor shall give to the Subcontractor advanced notice of anticipated starting date for Subcontract work. The Contractor shall consult with the Subcontractor on development and update of a construction schedule at the Subcontractor's request and shall make such schedule available to the Subcontractor at the Subcontractor's request. As the project schedule allows, the Subcontractor shall start work on the date agreed to by both parties and shall complete the several portions and the whole of the work herein sublet, at such times as will enable the Contractor to fully comply with the Main Contract. The Subcontractor shall cooperate with the Contractor and other Subcontractors. Coordination of work activities shall be the responsibility of the Subcontractor. The Contractor will make final determinations as to sequence and location in the event of conflict. The Subcontractor is required to avoid interference with other Subcontractors or suppliers working at the site. The Contractor shall not be responsible for any interference resulting from acts, omissions or preparations of other subcontractors or suppliers who delay, hinder or otherwise impact the Subcontractor's Work. All work will be completed in accordance with the construction project schedule as prepared by the Contractor. The Subcontractor will obtain written confirmation of all shop drawings and other necessary submittal dates and all material delivery dates and shall advise the Contractor immediately of any circumstances which might delay the Subcontractor's progress or which might impair the Subcontractor's ability to comply with the Contractor's construction project schedule.

The Subcontractor will be bound by any provisions in the Main Contract for liquidated damages and, if liquidated damages are assessed against the Contractor by the Owner, or upper-tier contractor, shall pay such damages for any delay to the extent caused by the Subcontractor. The preceding language shall not be construed to deprive the Contractor of any right to recover separate or additional damages for delay to the extent caused by the Subcontractor.

E. PAYMENTS

The Subcontractor shall submit to the Contractor applications for payment no later than 30 days after job completion and aloud reasonable times as to enable the Contractor to timely apply for and obtain payment from the Owner. **The Contractor shall withhold retainage for the Subcontractor in the amount of five percent (5%), equal to terms in the main contract between Contractor and Owner.** The Contractor's obligation to release retention to the Subcontractor shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, completion of the Subcontractor's work, including corrections of all punch lists and defects and omission items in accordance with the terms of the Subcontract and Main Contract. The Subcontractor shall be paid for work to date of the Contractor's last progress billing date, as approved by the Owner or Construction Manager, within seven days after the Contractor has received payment for such progress billing. **It is expressly conditioned and agreed that as a condition precedent to any payment from Contractor to Subcontractor, Contractor must first have received full payment from the Owner for the Work of Subcontractor for which payment is sought. The Subcontractor specifically agrees that it is relying upon the Owner's credit and not the Contractor's for payment, and the Subcontractor specifically accepts the risk of non-payment by the Owner.** Final payment for work under this Subcontract shall be made within ten days after the Contractor has received final or complete payment, provided the Subcontractor has completed its work and fulfilled each of its obligations under this Subcontract. Final payment is conditioned upon the Subcontractor paying all material and labor claims (including labor fringe payments and any

All Invoices from subcontractor that are received after 30 days from project completion will incur a 15% charge to accommodate work order re-opening expenses. Invoices that are 60 days and older will NOT be paid. _____(please initial)

applicable worker's compensation premiums due) and paying all lienable claims for labor, materials, equipment, and supplies in connection with the work and paying all federal, state and municipal taxes and licenses, including sales taxes, if any, for which the Subcontractor, or any of its suppliers, or any subcontractor of the Subcontractor may be liable in connection with the Subcontract, and including any obligations incurred by the Subcontractor in carrying out this Subcontract, and conditioned upon the Subcontractor furnishing the Contractor with evidence that all of the same have been paid. Final payment is also conditioned upon the receipt of all required documentation, including, but not limited to, as-built drawings, operation and maintenance manuals, and required testing and certification of any and all equipment and/or materials provided for the project. When required by the Contractor, and as a condition precedent to any payment, the Subcontractor shall provide in a form satisfactory to the Contractor, lien and bond claim waivers or releases, claim waivers or releases, and affidavits of payment from the Subcontractor, and its lower-tier subcontractors and suppliers of any tier, for the completed portion of the Subcontractor's work.

If the contract between the Owner and the Contractor permits payment for materials delivered to the job site, or to satisfactory storage facilities, the Subcontractor may invoice for materials so delivered and receive payment therefore as outlined above; provided, however, that such stored materials shall be at the risk of the Subcontractor until acceptance of the Subcontract work. The Subcontractor shall notify the Contractor of the assignment of the proceeds of this Subcontract prior to such assignment and shall require the acceptance by Assignee of the terms of this Subcontract including the obligation for adjustments and return to the Contractor of overpayments. The Subcontractor acknowledges that all payments accepted by him or which are otherwise due under this Subcontract shall constitute a trust fund in favor of the laborers, material-men, governmental authorities and all others who are legally entitled to claim a lien on the premises covered by this Subcontract or otherwise file a claim against any retained percentages or payment bond. The Subcontractor agrees that no assignment of any payment otherwise due under this Subcontract shall be made without first securing the express approval of any assignee to the limitations contained in this subparagraph. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment, or the Contractor's good faith determination that the remaining balance of payments may be insufficient to ensure completion of work covered by this Subcontract in accordance with its terms or to pay lien, retention or bond claims. If the Contractor determines in good faith that the Subcontractor is obligated to the Contractor or anyone else for labor, fringes, taxes, supplies, materials, equipment, rental or other proper charges against the work covered by this Subcontract Agreement, the amount of such obligation may be deducted by the Contractor from any payment or payments made under this provision. The Contractor may from time to time require, and the Subcontractor shall promptly provide, a statement in writing setting forth what amounts, if any, are due or payable by the Subcontractor to third parties for labor, fringes, taxes, materials, equipment, or supplies in connection with, or arising out of the performance of the Subcontracts, and the Contractor may withhold from any payment, partial or final, otherwise due under this Subcontract, such sums as the Contractor reasonably may determine are necessary to secure and protect the Contractor or the Owner from claims or liens that may be asserted by said third parties.

F. CHANGE ORDERS

The Contractor may, without invalidating this Subcontract, order in writing, extra work or make changes by altering, adding to, or deducting from the work; and the Subcontract price shall be adjusted as agreed. All such work shall be executed under the conditions hereof and of the Main Contract, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. The Subcontractor shall make no claims for extras unless the same shall be agreed upon in writing by the Contractor prior to the performance of any such extra work. In case of any disputes over the adjustment of the cost, the Subcontractor shall proceed with the work, and the dispute shall be resolved in accordance with the procedures set forth in the Main Contract to the extent that the Contractor is bound by such procedures, otherwise by the procedures set forth in paragraph U. The Subcontractor shall not be entitled to any additional compensation or extension of time unless the Subcontractor shall have made written request to the Contractor for such additional compensation or extension of time pursuant to paragraph A. The Subcontractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the contract price and time effected through a written change order shall constitute full payment and accord and satisfaction for all cost incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Work.

G. NATURE OF WORK

The Subcontractor has satisfied itself as to the nature and location of the work, the character, quantity and kind of material to be encountered, the character, kind and quality of the equipment needed during the prosecution of the work, the location,

conditions and other matters which can in any manner affect the work under this Subcontract Agreement, and acknowledges that the Subcontractor has had a reasonable opportunity to examine the site, all of the Main Contract documents and the Subcontractor's proposal is sufficient to so satisfy him/herself. Prior to commencing Work, the Subcontractor shall examine the site and any surfaces upon which Work is to be performed, and shall notify the Contractor in writing of any conditions which might adversely affect its Work; failure to do so will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions. This clause shall not be understood to relieve the Subcontractor of any additional notice requirements under this Subcontract or the Main Contract.

H. SUBCONTRACTOR EMPLOYER

The Subcontractor has the status of "employer" as defined by the Industrial Insurance, Workman's Compensation and Unemployment Compensation Act, Social Security and other similar acts of the federal, state and local Government. The Subcontractor further warrants and acknowledges the following: (a) Subcontractor is customarily engaged in an independently established business of the same nature as the Work performed under this Subcontract; (b) Subcontractor is responsible for filing a schedule of expenses with the IRS for the type of business Subcontractor is conducting; (c) Subcontractor has an account with the Department of Revenue and other appropriate state agencies for the payment of all applicable state taxes, and has registered for and received a unified business identifier number from the State of Washington; and (d) Subcontractor maintains a separate set of books or records that reflect all items of income and expenses of its business.

The Subcontractor will withhold from its payroll the applicable Social Security taxes, Workmen's Compensation, Unemployment Compensation contributions and withholding taxes, and pay the same, and the Contractor shall in no way be liable as an employer to or on account of any of the employees of the Subcontractor. Before final payment is made upon this Subcontract, the Subcontractor shall furnish satisfactory evidence to the Contractor that he/she has conformed to said laws, rules and regulations. The Subcontractor hereby agrees to defend and indemnify the Contractor for any and all liability under such laws arising from the work performed under this Subcontract Agreement.

I. PERMITS, TAXES

The Subcontractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Subcontract and shall pay any and all federal, state and municipal taxes, including sales taxes, if any, for which the Subcontractor may be liable in carrying out the Subcontract. The Subcontract price is understood to include all excise taxes, applicable sales tax, unemployment compensation tax, old age benefits and social security taxes, and the Subcontractor agrees to pay all of the above and to conform to all State and Federal laws in connection with such taxes. In addition, the Subcontractor further agrees to withhold from all employees employed by the Subcontractor, withholding taxes and to pay the same in accordance with the Federal laws and regulations pertaining thereto.

J. MATERIALS

Materials delivered by or for the Subcontractor and intended to be incorporated into the construction hereunder shall remain on the job site and shall become the property of the Contractor upon delivery to the job site. Such materials shall become the property of the Owner upon payment by the Owner as material stored at the site or by progress payment as material installed at the site. The risk of loss of any such materials shall, notwithstanding the provisions of this Article, remain upon the Subcontractor until completion and acceptance of the work under the Main Contract. Any materials which are remaining at the completion of the Main Contract may be returned to the Subcontractor, and in such event, shall be removed promptly from the job site. All scaffolding, apparatus, ways, works, machinery and plant brought upon the premises by the Subcontractor, shall remain his/her property: but in case of inability to perform, and the completion of the work is done by the Contractor, the Contractor shall be entitled to use the said scaffolding, apparatus, ways, works, machinery and plant without cost of liability for depreciation or damage by use and without prejudice to the Contractor's other rights or remedies for any damage or loss sustained by reason of said inability. It shall be the Subcontractor's responsibility to unload, store and protect his/her materials, and the Subcontractor shall bear the risk of loss thereof, and shall protect such material against loss until actually incorporated into the work and the work accepted, even though title thereto may previously have passed to the Owner under the preceding provisions, except that the Subcontractor shall not bear any such loss as may be due to the sole negligence of the Contractor.

In the event the Owner or the Contractor furnishes material or equipment to Subcontractor to be incorporated in the Work, the Subcontractor shall, immediately upon receipt, make full inspection as to the physical condition and suitability of the material or equipment, and shall immediately notify the Contractor in writing, of any defect or nonconformity in the material or equipment.

If the Subcontractor fails to provide such written notice within forty-eight (48) hours of discovery of each defect or nonconformity, the Subcontractor shall be liable for all damages, and shall indemnify and defend the Contractor against any claims arising or alleged to have arisen out of such defect or nonconformity.

K. TAKEOVER

1. Termination/Suspension by Owner. In the event the Contractor's Work under the Main Contract is terminated, other than for the Contractor's default, prior to project completion, an equitable adjustment to the contract price for Work performed under this Subcontract prior to such termination will be made as provided for in the Main Contract; if no such provision exists, then by mutual agreement; or, failing either of these methods, by arbitration as provided for in the Disputes clause of this Subcontract. The Subcontractor shall not be entitled to prospective profits on unperformed Work except, and only to the same extent, the Contractor receives additional compensation from the Owner under the provisions of the Main Contract for Subcontract Work.

In the event the Owner, for any cause other than the Contractor's default, temporarily suspends Work under the Main Contract, the Contractor may order the Subcontractor to suspend Work under this Subcontract. The Subcontractor shall not be entitled to any additional compensation or damage for such suspensions, except, and only to the same extent, the Contractor receives additional compensation from the Owner under the provisions of the Main Contract for Subcontract Work.

2. Termination/Suspension for Convenience. Upon three (3) calendar days written notice to the Subcontractor, the Contractor may terminate this Subcontract in whole or in part for the Contractor's convenience and/or at its option. The Subcontractor's remedy for such termination is limited to the following: (a) payment pursuant to the terms of this Subcontract for all Work properly performed prior to termination; (b) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (c) the Subcontractor's reasonable close-out costs. In no event shall the Subcontractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on Work not performed.

3. Termination for Default. If the Subcontractor refuses or fails to supply enough properly-skilled workers or materials to maintain the schedule of Work, refuses or fails to make prompt payment to lower-tier subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective Work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, or is guilty of a material breach of this Subcontract, and fails to correct the default and maintain the corrected condition within not less than forty-eight (48) hours of receipt of written notice of the default, then the Contractor, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:

- (i) Supply such numbers of workers and quantity of materials, equipment, and other facilities as the Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof, which the Subcontractor has failed to complete or perform after the above notice, and to charge the cost thereof to the Subcontractor who shall be liable for the payment of same including reasonable overhead and profit.
- (ii) Contract with one or more additional subcontractors to perform such part of the Subcontractor's Work as the Contractor shall determine to provide prompt completion of the Project and charge the cost thereof to the Subcontractor, plus reasonable overhead and profit.
- (iii) Withhold payment of any monies due or to become due the Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor.
- (iv) Terminate this Subcontract, use any materials, implements, equipment, appliances, or tools furnished or belonging to the Subcontractor to complete the Subcontractor's Work and/or employ such workers as the Contractor deems necessary to maintain the orderly progress of the Work. The Subcontractor's equipment shall be utilized only when equivalent equipment is not locally available to lease, or will not be supplied by a substitute subcontractor, or when procurement of substitute equipment will not delay completion of the Main

Contract. All of the costs, including reasonable overhead, profit and attorneys' fees, incurred by the Contractor in arranging for and performing the Subcontractor's Work shall be charged to the Subcontractor and the Contractor shall have the right to deduct such expenses from monies due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any expenses incurred by the Contractor under this provision in excess of the unpaid balance of the Subcontract Price.

In the event of any emergency, the Contractor may proceed as above without notice.

L. UNIT PRICE

In the event the contract contains unit price items, it is understood and agreed that any quantities mentioned are approximate only and subject to change as required by the Main Contract and as ordered and directed by the Contractor. Jobs bid and priced as a lump sum are not subject to adjustment unless the scope of work changes and a written change order is signed by the Contractor.

M. MATERIAL QUALITY/WARRANTY

All materials shall be new and of the highest specified quality, unless otherwise agreed to by the Contractor in writing. Materials condemned by the Contractor, Construction Manager, Architect/Engineer or Owner as failing to conform to the Main Contract, worked or not, shall upon notice from the Contractor, be immediately removed by the Subcontractor. Failure of the Contractor to immediately condemn any work or materials as installed shall not in any way waive the Contractor's right to object thereto at any subsequent time.

The Subcontractor warrants the Subcontract Work and materials furnished hereunder on the same terms, and for the same period, as the Contractor warrants the work under the Main Contract. With respect to the Subcontract's Work, the Subcontractor shall owe all warranty obligations and responsibilities of the Contractor under the Main Contract. All Subcontract warranties shall be in addition to and not in limitation of other warranties or remedies required and/or arising pursuant to applicable law.

N. JOB DAMAGE

The Subcontractor shall protect all existing work, stored materials and tools/equipment belonging to others from damage from the Subcontractor's portion of the work. Job damage caused by the Subcontractor on work other than his own shall be reported immediately to the Contractor and the Subcontractor shall be responsible for its repair. Job damage caused by the Contractor on work of a Subcontractor shall be reported immediately to the Subcontractor, and the Contractor shall be responsible for its repair.

O. HOUSEKEEPING, CLEAN UP AND HAZARDOUS MATERIALS

The Subcontractor shall regularly and promptly remove all refuse, waste and debris produced by his/her operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the work site. Compliance with all safety requirements of "Good Housekeeping" is an essential part of the Subcontractor's obligation. In the event of the Subcontractor's failure after notification or refusal to meet these requirements, refuse removal may be done by the Contractor and charged against the account of the Subcontractor at a minimum labor rate of \$50 per hour, all disposal fees and an administrative fee of \$100. Dumpster for the Contractor's or the Owner's use at job sites may not be used by the Subcontractor.

The Subcontractor shall comply with all applicable hazardous waste regulations under federal, state or local laws. The Subcontractor shall provide the Contractor with all Material Safety Data Sheets for any and all hazardous substances covered under all applicable laws before commencing Work. The Subcontractor shall, prior to commencing Work, inform the Contractor of its intent to use any hazardous substances at the Project and shall continuously update the Contractor of any new hazardous substance brought to the Project during performance of the Work. Failure to comply with this paragraph may result in fines and damages being assessed to the Subcontractor. The Subcontractor shall defend, indemnify and hold the Contractor harmless from any and all costs and expenses, including attorneys' fees, arising from the use or discharge of any hazardous substance by the Subcontractor at or off the Project site.

P. BOND (IF REQUIRED)

If this Subcontract requires the Subcontractor to supply bonds for this Project, the Subcontractor shall at the Contractor's request and expense furnish a performance and payment surety bond acceptable to the Contractor in an amount equal to the contract price, conditioned on and covering the faithful performance of, and compliance with, all the terms, provisions and conditions of this contract, and payment for all labor, materials, equipment and supplies used in the prosecution of the work provided herein. The Subcontractor shall furnish such bond within ten (10) days of receipt of this Subcontract.

Q. WORKER'S COMPENSATION

The Subcontractor hereby warrants that all owners and employees of the Subcontractor are insured under the State of Washington Department of Labor and Industry Worker's Compensation program; that all payments are current; that any subcontractors to the Subcontractor are also in compliance and current; and hereby agrees to indemnify the Contractor from any and all claims arising out of the same. The Subcontractor shall furnish to the Contractor evidence that it has in force Workers' Compensation Insurance including Employer's Liability, as may be required by the jurisdiction or jurisdictions in which the Work is being performed.

R. INSURANCE

Subcontractor's Liability Insurance

1. Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations and completed operations under this agreement whether such operations be by itself or by any sub-Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
 - c. Claims for damages because of bodily injury or death of any person other than its employees.
 - d. Claims for damages insured by usual personal injury liability coverage.
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
 - f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
 - g. Claims involving contractual liability applicable to subcontractor's obligations under Paragraph V. and Indemnification Addendum.
2. Coverage forms
 - a. Subcontractor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form (CG 00 01 or equivalent) and shall include the following coverage extensions:
 - Stop Gap Liability
 - Per Project Aggregate Endorsement (CG 2503 or equivalent)
 - Waiver of Subrogation in favor of Contractor and Owner (CG2404 or equivalent)In addition, Contractor and Owner shall be named as additional insureds (form CG 20 10 11/85 or equivalent) with respect to work performed by or for the Subcontractor on behalf of the Contractor. The form shall reflect the additional insured status of the Contractor and Owner as respects products and completed operations coverages. Subcontractor's general liability insurance shall be primary as respects Contractor and Owner, and any other insurance maintained by Contractor or Owner shall be excess and not contributing insurance with Subcontractor's insurance. Subcontractor shall maintain completed operations liability insurance for a period of twenty-four months following completion of Subcontractor's work.

- b. Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form. Auto liability insurance to include owned, leased, non-owned and hired car coverage.
 - c. Subcontractor's Workers' Compensation insurance shall be written on an industry standard Workers' Compensation and Employer's Liability policy form (WC 00 00 00), where applicable. In the State of Washington, Subcontractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any subcontractor or sub-Subcontractor or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering their employees. Subcontractor shall be responsible for confirming compliance of all sub-Subcontractors with this provision.
 - d. Umbrella or Excess Liability Coverage. Subcontractor shall maintain umbrella or excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business auto liability and employers liability policies. These limits shall be in addition to and not including those stated for underlying commercial general liability, business auto liability and employers liability insurance. Such policies shall name Contractor and Owner as additional insureds.
4. Subcontractor's Liability insurance, as required by subparagraphs 1.1.1 and 1.1.2 shall be written for not less than the following limits of liability:

Worker's Compensation

Statutory Bodily Injury by Accident or Disease

Employer's Liability

\$1,000,000	Bodily Injury by Accident - Each Accident
\$1,000,000	Bodily Injury by Disease - Policy Limit
\$1,000,000	Bodily Injury by Disease - Each Employee

General Liability - Bodily Injury, Personal Injury, and Property Damage

\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Each Occurrence

Stop Gap Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

Automobile Liability

\$1,000,000	Bodily Injury and Property Damage - Per Accident
-------------	--

Excess or Umbrella Liability

\$1,000,000	Bodily Injury and Property Damage – Per Occurrence
\$1,000,000	Bodily Injury and Property Damage - Aggregate

5. Certificates of insurance and additional insured endorsements evidencing the above coverages shall be filed with Contractor within (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall show that Contractor and Owner have been named as primary additional insureds on the general liability, auto liability and excess liability policies and clearly show that such policies provide primary coverage with respect to Contractor and Owner. In addition, such certificates shall provide Contractor

with 45 days notice in case of cancellation or non-renewal, except 10 days for non-payment of premium. All Insurance Companies shall have a Best's Rating of A-VII or better.

Contractor does not represent that coverage and limits required in this agreement will necessarily be adequate to protect Subcontractor and such coverage and limits shall not be deemed as a limitation on Subcontractors liability under the indemnities granted to Contractor in this agreement.

6. Property Insurance

Subcontractor shall provide insurance against any losses that may occur to subcontractors' tools and equipment whether owned or leased, brought onto the project premises. The Subcontractor shall waive all rights of subrogation against Contractor and Owner for losses covered by such insurance policy. The waiver shall also apply to any deductible assumed by the subcontractor.

Certificates of Insurance evidencing the above coverage shall be filed with Contractor within (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall indicate that a waiver of subrogation provision in favor of Contractor and Owner is included in Subcontractor's equipment insurance policy.

S. LOWER-TIER SUBCONTRACTORS AND SUPPLIERS

The Subcontractor shall not subcontract any portion of the Work without the prior written consent of the Contractor. Within 5 days of the execution of this Subcontract, the Subcontractor shall submit to the Contractor a written list of all material and equipment suppliers, including their addresses and telephone numbers, which the Subcontractor intends to use on the project. In the event the Subcontractor later intends to use other material or equipment suppliers, the Subcontractor must immediately provide the Contractor with written notice of such intent, and their names, addresses, and telephone numbers. In the event the Subcontractor fails to provide the required written information, the Contractor is entitled to withhold payment from the Subcontractor until such information is provided.

The Contractor has the right to pay any lower supplier of equipment or materials to the Subcontractor directly or by two-party check. Payment directly to such persons by the Contractor or payment of such persons by the Contractor by two-party check shall not create any direct contractual or other obligations owing by the Contractor to such persons.

The Contractor reserves the right, prior to making any payment to the Subcontractor, to request and receive from the Subcontractor a certificate under oath, and such other evidence as the Contractor may request, that all obligations incurred by or on behalf of the Subcontractor which are, or may become a claim or lien against the Owner's property, or the Contractor's bond or retainage, or any other contractor's bond or retainage, have been paid or that satisfactory arrangements have been made for such obligations to be paid.

The Subcontractor shall secure the immediate release and satisfaction of any claims of lien, claims against any the Contractor's bond or retainage, or claims against any other contractor's bond or retainage resulting from the performance of this Subcontract, and shall bear all expenses incurred by the Contractor or the Owner, investigating, resisting, or settling such liens or claims, including attorneys' fees. The Subcontractor agrees to defend, indemnify, and hold the Contractor and the Owner harmless from any claims of lien, any claims against any the Contractor's bond or retainage, or any claims against any other contractor's bond or retainage resulting from the performance of this Subcontract.

Any supplier of equipment or materials to the Subcontractor shall be bound to the Subcontractor the same as the Subcontractor is bound to the Contractor and the same as the Contractor is bound to the Owner. This form may be used for Sub-Tier Contracts and when so used, the term Contractor shall mean Subcontractor, and the term Subcontractor shall mean Sub-Tier Contractor.

S. MODIFICATIONS

No modification of this agreement and no waiver of any rights under this agreement shall be valid or binding on the parties unless the same be in writing. Failure of the Contractor to insist upon strict performance of any term or condition of this Subcontract, or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver of

any such performance or option, or any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect.

T. DISPUTES

1. **Pass-through Claims.** In the event of any dispute or claim between the Contractor and the Owner which directly or indirectly involves the Work performed or to be performed by the Subcontractor, or in the event of any dispute or claim between the Contractor and the Subcontractor caused by or arising out of conduct for which the Owner may be responsible, the Subcontractor agrees to be bound to the Contractor and the Contractor agrees to be bound to the Subcontractor to the same extent that the Contractor is bound to the Owner by the terms of the Main Contract and by any and all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Main Contract, or by an administrative agency, board, court of competent jurisdiction or arbitration. If any dispute or claim of the Subcontractor is prosecuted or defended by the Contractor together with disputes or claims of the Contractor's own, and the Subcontractor is not directly a party, the Subcontractor agrees to cooperate fully with the Contractor and to furnish all documents, statements, witnesses, and other information required by the Contractor for such purpose and shall pay or reimburse the Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of the Subcontractor's interest in such claim or dispute.

The Subcontractor agrees to be bound by the procedure and final determinations as specified in the Main Contract and agrees that it will not take, or will suspend, any other action or actions (including but not limited to any arbitration(s) or action(s) commenced pursuant to the Federal Miller Act, state lien statutes, Bond or Retainage Act(s)) with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between the Owner and the Contractor. It is expressly understood and agreed that as to any and all claims asserted by the Subcontractor in connection with this project arising from the actions or fault of the Owner, the Contractor shall not be liable to the Subcontractor for any greater amount than the Owner is liable to the Contractor, less any markups or costs incurred by the Contractor. As to any claims asserted by the Subcontractor for or on account of acts or omissions of the Owner or its agents or design professionals, at the sole option of the Contractor, the Subcontractor agrees to prosecute such claims in the Contractor's name. For any amount recovered or collected (whether through proceedings or settlement) by the Subcontractor, the Contractor shall be entitled to 10% of such amount received or collected as its mark-up for such claims. The Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof including attorneys' fees.

2. **Litigation.** All other claims, disputes, and other matters in question between the Contractor and the Subcontractor arising out of, or relating to, the Main Contract or this Subcontract, the breach thereof, or Work thereunder (for which a dispute resolution procedure is not otherwise provided in the Main Contract), shall be decided by litigation in King County Superior Court. As between the parties to this Subcontract, the prevailing party in any litigation shall be entitled to an award of its attorneys' fees, costs and expert fees incurred.
3. **Mediation.** As a condition precedent to the commencement of any legal action and/or lawsuit, the parties to this Subcontract shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.

U. SAFETY

The Subcontractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to their Work and its performance, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, OSHA/DOSH (Washington State Division of Safety and Health), and any safety measures requested by the Contractor. The Subcontractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within the Subcontractor's or its lower-tier subcontractors' care, custody or control. The Subcontractor and its lower-tier subcontractors

shall furnish all required safety equipment for their Work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH requirements and the Contractor's safety rules, as provided in writing to the Subcontractor.

The Subcontractor certifies that it and its lower-tier subcontractors are registered contractors. The Subcontractor certifies that it and its lower-tier subcontractors maintain a written Accident Prevention Plan and a jobsite-specific safety plan in compliance with applicable OSHA/DOSH regulations. The Subcontractor's Accident Prevention Plan should address the Subcontractor's role and responsibilities pertaining to safety on the jobsite, training and corrective action and be tailored to safety and health requirements for the Work involved. The Subcontractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by the Contractor, the Subcontractor shall provide information regarding safety matters.

The Subcontractor shall promptly (but in no event later than 4 hours after Subcontractor becomes aware of any safety hazard, violation or injury) provide the Contractor with written notice of safety hazard(s) or violation(s) found on the jobsite or of any injury to its or its lower-tier subcontractors' workers incurred on the jobsite.

The Contractor's supervisor may direct the Subcontractor's superintendent to remove employees not in compliance with the requirements of this Subcontract. In the event the Subcontractor does not promptly correct its safety violation, the Contractor may order the Subcontractor to stop Work until the violation is corrected, and may correct the violation and charge all costs of compliance to the Subcontractor.

The Subcontractor agrees to defend, indemnify and hold the Contractor harmless from all DOSH and/or OSHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to the Subcontractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. The Contractor may charge against the sums otherwise owing to the Subcontractor the amount of the fine and the fees, costs and expenses incurred by the Contractor in the defense of the claims citation and/or fine arising from or relating to the Subcontractor's above-referenced failure. In the event sums owing are not sufficient to indemnify the Contractor hereunder, the Subcontractor shall pay such additional amounts as may be necessary to the Contractor on demand.

V. INDEMNIFICATION

See Exhibit A, Indemnification Addendum, which is incorporated herein by reference. The parties by their initials below acknowledge that those indemnification terms have been separately negotiated and agreed to as part of this Subcontract:

Contractor

Subcontractor

W. SEVERABILITY

If any provision of this Subcontract, or any part hereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal or state law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall continue in full force and effect.

X. EMPLOYEES

The Subcontractor shall have a representative of the Subcontractor on site at all times during its work with authority and responsibility to make immediate decisions on the Subcontractor's behalf. Such representative shall attend scheduled job meetings as requested by the Contractor and submit daily field reports indicating manpower and work accomplished in a form acceptable to the Contractor. The Subcontractor agrees to remove from the job any of its employees whom are unsatisfactory to the Contractor or the Owner.

Y. MISCELLANEOUS

1. Any written notice required to be given to a party shall be hand-delivered or delivered to the address of that party indicated above.

2. The Subcontractor shall comply with all federal, state and local laws, regulations and orders prohibiting discrimination on the basis of race, religion, sex or national origin.
3. This Subcontract represents the final understanding of the parties and the Contractor assumes no responsibility for any different understanding or any representations made by any of its officers, agents, or others prior to the execution of this Subcontract unless expressly stated herein.

IN WITNESS WHEREOF, the CONTRACTOR and the SUBCONTRACTOR have executed this agreement, effective the date of the last authorized signature unless otherwise agreed.

Capital Builders Inc.

(SUBCONTRACTOR)

Signed: _____

Printed
Name: _____

Title: Managing Member

Date: _____

Signed: _____

Printed
Name: _____

Title: _____
(Authorized Corporate Officer/Partner/Owner)

Date: _____

Exhibit A

Indemnification Addendum

In consideration for entering into a Subcontract with Contractor, and as part of that Subcontract, Subcontractor agrees to defend, indemnify and hold Contractor harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with the work performed or to be performed under this Subcontract by subcontractor or Subcontractor's agents or employees or by Subcontractor's lower tier subcontractors or suppliers, to the fullest extent permitted by law and subject to the limitations provided below.

Subcontractor's duty to indemnify Contractor shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or Contractor's agents or employees.

Subcontractor's duty to indemnify contractor for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor or Contractor's agents or employees, and (b) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefits acts; provided Subcontractor's waiver of immunity by the provision of this paragraph extends only to claims against Subcontractor by Contractor, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Subcontractor's duty to defend, indemnify and hold Contractor harmless shall include, as to all claims, demands, losses and liability to which it applies, Contractor's personnel-related costs, reasonable attorneys' fees, court costs and all other claim related expenses. Subcontractor agrees that its obligations under this Addendum survive any limitation imposed by any statute of limitation or repose including but not limited to RCW 4.16.310 or 4.16.326 and Subcontractor hereby waives any and all defenses under any statute of limitations or repose including but not limited to those provided under RCW 4.16.310 or 4.16.326.

The undersigned hereby certify that this addendum was mutually negotiated.

Dated: _____

Dated: _____

Contractor: Capital Builders Inc

Subcontractor _____

By: _____

By: _____
(Authorized Corporate Officer/Partner/Owner)

Printed Name: _____

Printed Name: _____

THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit B

Request for Payment

In order to process your invoices on a timely basis, it is important that you follow the billing procedures listed below:

1. No invoices will be paid until you have supplied the following items (please note, these items must be completed in order for your company to be added to the Capital Builders Inc accounting system):
 - a. Fully executed subcontract
 - b. Insurance certificates – see subcontract for requirements
 - c. W-9 form
 - d. Business License
2. All invoices must include the following items:
 - a. Date
 - b. Invoice number
 - c. Capital Builders Inc Job Name
 - d. Capital Builders Inc Job Number
 - e. Subcontract Number (If Applicable)
3. Progress payment waiver and release of lien – You and all of your sub-vendors who have filed a Notice to Owner with Capital Builders Inc must provide a Progress Payment Waiver with each invoice. You will not be paid until all waivers are received.
4. Payment requests must be delivered to Capital Builders Inc sufficiently early as to not delay submission of Contractor's progress payment requests to Owner. Please check with your Capital Builders Inc Project Manager as to what date this is for the job(s) you are working on.
 - a. Please email all invoices/payment requests to ap@capitalbuildersnw.com or you may mail them to:
 - b. Please direct any questions regarding paperwork to Accounting at 206.545.7837 or ap@capitalbuildersnw.com

If any of the above items are not complete, the invoice and all supporting documents will be returned to the subcontractor for completions. Payments will then be processed according to the date the documents are resubmitted to the accounting department. Compliance with all of all the above outlined procedures will facilitate our accounting and expedite your payment.

I understand and agree to the above terms:

Dated: _____

Subcontractor: _____

By: _____
(Authorized Corporate Officer/Partner/Owner)

Printed Name: _____

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 one 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) ▶ _____ Note. 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
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 ▶
-----------	----------------------------	--------

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.

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 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)

- 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.

Vendor # _____

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH)

Company Name: _____

I (we) hereby authorize **Capital Builders Inc**, hereinafter called COMPANY, to initiate credit to my (our): (select one) ☐ Checking Account or ☐ Savings Account indicated below, at the depository Financial Institution named below, and to credit or debit the same from such account. I (we) acknowledge that the authority will remain in effect until I have (ore either of us) cancelled it in writing and that the origination of the ACH transactions to my (our) account must comply with the provisions of U.S. Law.

Financial Institution _____ Branch _____
City _____ State _____ Zip _____
Routing Number _____ Account Number _____
Email Address _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford COMPANY and Financial Institution a reasonable opportunity to act on it

Signature _____
Name (s) _____ Date _____
(Please Print)



STATE OF
WASHINGTON

RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

603 325 033
Capital Builders Inc
20205 144th Av NE #105
Woodinville, WA 98172

Permit Number: A30 1923 16

Effective Date: 01-01-2016

Expiration Date: 12-31-2017

Business Activities:

NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)

This permit can be used to purchase:

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer, and spray materials by a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purposes on back)

This permit cannot be used to purchase:

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not resold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
 - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.32.291)
 - May result in this permit being revoked

Notes (optional): _____

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.