

Subcontractor Company Name: _____

**Certificate of Insurance Must
Accompany New Vendor Packet**

Remit to:

Accounting@BrookstoneCompanies.com

Brookstone Building Companies D/B/A Brookstone Restoration

4000 Farr Road, Bessemer, AL 35002

**2021-22 RESIDENTIAL CONSTRUCTION
Subcontractor Vendor Packet**



BROOKSTONE
RESTORATION

TO: ALL SUBCONTRACTORS AND SUPPLIERS

FROM: Andy Whitcomb, Controller

SUBJECT: PROCEDURES AND REQUIREMENTS FOR ALL VENDORS

Congratulations! We at Brookstone Restoration would like to welcome you aboard and we look forward to a long-lasting working relationship. To help improve our efficiency it is imperative that we utilize consistent procedures.

The following specifies necessary documents, policies and/or procedures you will need to follow in order to be paid on a timely basis:

W-9 FORM

Required for Corporations, companies, partnerships, individuals who are DBA's, etc. This form verifies and/or is a request for your Federal Identification number and is used, if needed, for 1099 purposes.

MASTER SUBCONTRACTOR AGREEMENT

The Master Subcontractor Agreement is a blanket contract between your company and Brookstone Restoration. This document is a requirement of doing business and should be signed by the owner or authorized signor. It will allow either your work proposal of a Brookstone Restoration "Work Agreement" to be used on a per job basis. This will allow us to service our clients faster on a per job basis without having to sign a large complex agreement for each job if you are called out on an emergency basis to perform work.

BROOKSTONE WORK AGREEMENT/PURCHASE ORDER

This form should be used on a per job basis (or your work proposals or estimate). It will list the scope of work, price and any deadlines needed in the performance of your work.

CERTIFICATES OF INSURANCE

Our Insurance carriers require that we obtain proof of **general liability AND worker's compensation** insurance that is **current** so that we may have it on file. If you are not required to carry Workman's Compensation, you must provide evidence of your Independent Contractors Exemption Certificate to Brookstone Restoration. All insurance certificates should list Brookstone as the "Certificate Holder", our full company name is Brookstone Building Co. LLC dba Brookstone Restoration and our address is 4000 Farr Road, Bessemer, AL 35022. We should also be noted as "additionally insured".

SUBMITTING OF INVOICES FOR PAYMENT

All invoicing must be emailed to accounting@brookstonecompanies.com or mailed to: 4000 Farr Road, Bessemer, AL 35022. The Project Coordinator will approve your invoices for payment. If the amount is incorrect, they must be re-submitted with the proper amount. All invoices must be submitted by the company entity listed on a Subcontractor Application for Payment. Invoices must include an invoice date, project manager, and MUST reference a job name or a number in order to be processed for payment.

IMPORTANT: Beginning February 1, 2021, the subcontractor pay schedule will change. Payment distribution will be received by Friday of week, due net 15. Paydays will be Fridays.

INITIALS _____

SAFETY AFFIDAVIT

We require you fill out the attached affidavit that you are properly trained and will abide by OSHA, EPA and other health and safety regulations appropriate for your trade.

Attached please find all necessary documents previously mentioned. It is strongly suggested that the entire packet be fully completed before you begin work so that you may alleviate any problems in the future.

There will not be any payments released without the information listed above. Please be sure to provide us with your full address, phone number, and fax number where you can be reached. Your cooperation is appreciated. We very much look forward to a long working relationship with your company.

INITIALS _____

Subcontractor Safety Affidavit

The undersigned hereby acknowledges that it has been retained by **Brookstone Building Company d/b/a Brookstone Restoration**, for the purpose of providing (check all trades performed):

- Drywall
- Painting
- Trim Carpentry
- Install Cabinets
- Rough Framing
- Install Rafters
- Roofing
- Vinyl Siding
- Carpet
- Ceramic Tile
- Plumbing
- Electrical
- Other: _____

Are you available to be on-call 24/7 to provide Emergency Board-Up and/or Tarping? ____ YES ____ NO

Select the areas where you can perform Subcontractor duties:

- Birmingham and surrounding areas
- Tuscaloosa and surrounding areas

In consideration of the forgoing, I make the following acknowledgements and declare them to be true for the undersigned and anyone from my organization that may be assigned to work at a Brookstone Restoration subcontracted job location.

It is further agreed, understood, and acknowledged that:

1. We are properly trained in safety methods for the above trade.
2. We will conduct ourselves in accordance with all applicable local, state and federal requirements relating to the protection of personnel, property and the environment.
3. We will be properly trained at the above site under OSHA, EPA and all other local, state and federal requirements.
4. We will promptly notify Brookstone Restoration of any incident relating to the project that results in:
 - a. Injury to personnel (employee or public)
 - b. Damage or allegations of damage to property
 - c. Any releases, spills or leaks of materials that are potentially harmful to the environment
5. We grant Brookstone Restoration and its authorized representative's permission to participate in incident investigations and to have access to information related to incident investigations at Brookstone Restoration's discretion.

INITIALS _____

6. If we fail on any above point, our contract will be terminated.

7. I am authorized to make this affidavit for myself and on behalf of my company.

I sign this under penalties of perjury this _____ date of _____.

Signature: _____

Print Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Contact Email: _____

Phone: (_____) _____

INITIALS _____

Brookstone Building Company, LLC d/b/a Brookstone Restoration

4000 Farr Road, Bessemer, Alabama 35022 || O: (205) 436-2680

MASTER AGREEMENT BETWEEN BROOKSTONE BUILDING COMPANY, LLC d/b/a BROOKSTONE RESTORATION (GENERAL CONTRACTOR) & SUBCONTRACTOR

for

Subcontractor agreements where the basis of payment is based upon a Brookstone Restoration Work Order/Purchase Order, Subcontractor Bid, Proposal or Invoice on a Time & Material Basis.

WHEREAS, Brookstone Restoration and Subcontractor desire to execute this Master Agreement of terms and conditions, which will apply to all future projects with Subcontractor, in order to expedite the subcontracting process and to allow forms or proposals to this Agreement from the Subcontractors (“Work Order/Purchase Order”) to be executed in the field by authorized Brookstone Restoration Management.

WHEREAS, Brookstone Restoration and Subcontractor acknowledge that a separate Work Order/Purchase Order must be executed and authorized by Brookstone Restoration Management for each project on which the Subcontractor is retained by Brookstone Restoration that provide for a project’s scope of work and price.

NOW, THEREFORE, in consideration of the foregoing Recitals, Brookstone Restoration and Subcontractor agree as follows:

TERMS OF AGREEMENT:

FIRST: Subcontractor expressly agrees that any general conditions, terms of any kind, or covenants that are contained in Subcontractor’s proposals, invoice or other forms will be subordinate to the terms of this Master Agreement for all work from the date of this Agreement and into the future. Work Orders/Purchase Orders will only govern the price, schedule and scope of work. This Master Agreement supersedes all prior negotiations or understandings or agreements, written or oral, between Brookstone Restoration and Subcontractor. The terms of this Master Agreement cannot be modified except by a written document that pertains to this agreement, signed by both parties.

SECOND: Brookstone Restoration and the Subcontractor understand and agree that billing produced from a Work Order/Purchase Order done on an “open” rate and material basis (not a Stipulated Sum) will be subject to a final approval by the Brookstone Restoration of all labor and material used. Contractor may at its discretion ask for all receipts of material and labor hours used on the project to back up the Subcontractors “TIME & MATERIAL” invoice.

THIRD: The Subcontractor agrees to furnish all labor, materials, tools, supervision and equipment to perform all work necessary to complete the work set forth in the Work Order. Subcontractor agrees to produce the work in accordance with Brookstone Restoration’s work schedule in a timely manner. The work will be performed in a good and workmanlike manner to local codes. **All workmanship shall come with a three-year warranty from the date the job is completed by Brookstone.**

INITIALS _____

FOURTH: Subcontractor shall timely pay all taxes, unemployment compensation, permits, fees and licenses required in connection with the work and/or as required by law. Subcontractor shall comply with all federal, state and local laws, codes, regulations, safety, standards, ordinances and/or statutes (including minimum wage), hire and/or use only employees or subcontractors who are verified as currently eligible to work in the United States (with necessary documentation to prove eligibility) and shall indemnify and hold Brookstone Restoration harmless from any fees, claims or penalties arising out of or caused by Subcontractor's noncompliance in this section.

FIFTH: All materials furnished by Subcontractor will be new, and work shall be performed to the satisfaction of Brookstone Restoration and its client. Warranties for materials, equipment, appliances and fixtures will be provided to Brookstone Restoration.

SIXTH: No extra or additional work or change orders will be paid for by Brookstone Restoration unless agreed to in writing by an authorized representative of Brookstone Restoration in advance of the performance of the work. Additional work performed by a Subcontractor without advance written authorization other than a Work Order/Purchase Order under this Master Agreement will not be paid for unless agreed to in writing by an authorized representative of Brookstone Restoration.

SEVENTH: Work Orders/Purchase Orders shall not be assigned by the Subcontractor without the prior written authorization of an authorized Brookstone Restoration representative. Any assignment consented to by Brookstone Restoration shall not operate to relieve Subcontractor of primary responsibility to Brookstone Restoration for the due and full performance of the work.

EIGHTH: The Subcontractor will provide Brookstone Restoration written evidence (Certificates) of insurance evidencing: Worker's Compensation, Employer's Liability and Comprehensive General Liability ("CGL") and Automobile coverages. Brookstone Restoration shall be a Named Additional Insured with "primary, non-contributory" coverage. The Certificates will also attach CG 2010 (11-85) or CG2010 (10-1) CG2037 (10-01) additional insured endorsements naming Brookstone Restoration and the project owner as additionally insured. A waiver of subrogation in favor of Brookstone Restoration and the project owner must be provided on the worker's compensation and general liability policies. Subcontractor shall not be paid by Brookstone Restoration until evidence of insurance is presented. The policy shall provide thirty (30) day's notice of cancellation to Brookstone Restoration. These policies must remain in full force and the Subcontractor will provide Brookstone Restoration with evidence of yearly renewals.

The following are the minimum limits required by Brookstone Restoration for performance of this Agreement, and a breach of these requirements shall be material and cause for termination:

- A. Comprehensive General Liability including completed operations as follows:
 - 1. Each Occurrence \$1,000,000
 - 2. Personal Injury \$1,000,000
 - 3. Fire Damage \$ 100,000
 - 4. General Aggregate \$1,000,000
 - 5. Completed Operations Aggregate \$1,000,000
- B. Worker's Compensation: Statutory
 - Employers Liability -Each Accident \$100,000
 - Each Employee \$100,000
 - Policy Limit \$500,000

INITIALS _____

Additionally, any Work Order/Purchase Order with a consultant will require a policy of professional liability coverage to \$1,000,000 per occurrence. Any Work Order with environmental work at the jobsite will require a policy with pollution coverage to \$1,000,000 per occurrence. Notwithstanding the foregoing, in any event, all insurance policies shall be written with a liability limit not less than the limits required by the prime contractor the above limits, whichever is greater.

NINTH: Subcontractor agrees that in consideration for any and all Work Orders/Purchase Orders entered into with Brookstone Restoration, Subcontractor shall indemnify, hold harmless and defend Brookstone Restoration, and the site Owner and their respective officers, partners, employees, agents, successors and assigns, from any and all actions, causes of actions, expenses, losses, suits, debts, contracts, judgments, damages, claims and demands in law or equity, including but not limited to fees, expenses, costs, attorney fees or consultant fees, that relate to, or arises out of, and/or incident whether directly or indirectly to Subcontractor's work or performance for Brookstone Restoration.

TENTH: Progress payments will be made every two weeks from date of invoice. Invoices can be emailed to the project coordinator that the project has been assigned, mailed, faxed or hand delivered. All invoices or payment applications must be signed.

ELEVENTH: If Subcontractor fails to produce good work under the terms of the Work Order/Purchase Order or Master Agreement, cause delays, fails to pay any of its Subcontractors, laborers, suppliers, material men, employees, fails to follow safety standards, fails to carry proper insurance, pull required permits, comply with any terms in this Master Agreement or becomes insolvent; Subcontractor will be in default and can be terminated from the Work Order/Purchase Order and Master Agreement.

Brookstone Restoration may withhold payment on account of Subcontractors failure to comply fully with any requirement of this Agreement. Brookstone Restoration may retain monies owing or back charge Subcontractor in such sums to indemnify Brookstone Restoration against losses, liabilities and obligations for which Subcontractor is liable for under the Work Order/Purchase Order or Master Agreement unless remedied within five (5) business days after Brookstone Restoration provides notice to Subcontractor of those deficiencies.

TWELTH: As a condition precedent to Subcontractors right to receive payment, Subcontractor may need to furnish Brookstone Restoration with completed waivers, releases and sworn statements from all of its Subcontractors and suppliers, complying with the requirements of all applicable mechanic lien laws and such other evidence as may be required by, Owner or Owner's lender to substantiate payment.

THIRTEENTH: In the event of enforcement of any Subcontractor Work Order/Purchase Order or Master Agreement, Subcontractor will pay all costs incurred by Brookstone Restoration to perform its obligations including attorney fees.

FOURTEENTH: If required by State Law to be licensed in the trade of services offered under this agreement, Subcontractor warrants that it is so licensed and that its license shall remain in good standing during the tenure of this Agreement. If the Subcontractor misrepresents their license status, they will be liable to Brookstone Restoration if Brookstone Restoration should face any costs due to such misrepresentation.

INITIALS _____

IN WITNESS WHEREOF, Brookstone Restoration and the Subcontractor agree to the above as of this date.

CONTRACTOR

BROOKSTONE BUILDING COMPANY
d/b/a BROOKSTONE RESTORATION

Signed _____

Printed _____

Dated: _____

SUBCONTRACTOR

Company _____

Signed _____

Printed _____

Dated: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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Employer identification number					
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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); and
4. 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 for Part II, later.

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.