

New Subcontractor Packet

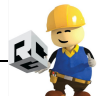
RYON CONSTRUCTION GROUP

CONSTRUCTION | REMODELING | ROOFING



417 E Dallas Road
Grapevine, TX 76051

www.ryonconstructiongroup.com



NEW SUBCONTRACTOR CHECKLIST

- Subcontractor Prequalification**
Used to setup subcontractor as approved RCG vendor
- Subcontractor Job Agreement – *Signature Required***
Please read carefully and complete all items - pages are interactive and can be completed & signed using Adobe Reader or similar program
- General Warranty & Guarantee – *Signature & Notary Required***
Please read carefully as your signature is required
- Conditional Waiver & Release of Lien – *Signature & Notary Required***
Progress Payment and Final Payment Release of Lien
- Payment Policy – *Signature Required***
RCG's procedures for requesting pay – acknowledgment required
- Schedule of Values**
Worksheet for Calculating Payments on Completed Work
- Application for Payment**
Calculated from Amounts entered into Schedule of Values
- W-9 Request for Taxpayer's Identification Form – *Signature Required***
By law, failure to complete this form will force a 24% deduction for backup withholding from each payment request
- TDI Division of Worker's Compensation – *Signature Required***
Complete this form if you DO NOT have Worker's Compensation

Proof of General Liability Insurance

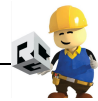
A copy of your Certificate of Insurance ("COI") for each project naming Ryon Construction Group, LLC ("RCG") as an additional insured required

Licenses

State Trade Licenses and Photo ID are needed before you begin Work

Send all documents, copies & pictures to
accounting@ryonconstructiongroup.com





SUBCONTRACTOR PREQUALIFICATION

COMPANY INFORMATION

Company Name _____ Date _____
 Address _____ City _____ St _____
 Zip _____ Phone _____ Email _____
 State License #'s (if applicable) _____ (please provide copies)
 Minority Contractor ? No Yes Type _____ Certified by _____
 Bondable to \$ _____ Bond Rate _____ (please provide copy of bond letter)

PRIMARY COMPANY CONTACT

Name _____ Title _____
 Cell Phone _____ Email _____

TYPE OF WORK

Please check if you have experience in the following	Describe the scope / skillsets you provide
Commercial	Historical _____
Retail	Financial _____
Restaurant	Grocery _____
Educational	Government _____
Medical	Hospitality _____
Industrial	_____

REFERENCES

List 3 clients your company has worked for in the last 2 years that we may contact

Name _____ Job / Project _____
 Company _____ Phone _____ Email _____

Name _____ Job / Project _____
 Company _____ Phone _____ Email _____

Name _____ Job / Project _____
 Company _____ Phone _____ Email _____

Please send Completed Form with Licenses & Bond Letters to
accounting@ryonconstructiongroup.com





SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Contract") is made between Ryon Construction Group, LLC ("RCG") and ("Subcontractor") _____ Located at _____

INDEMNITY NOTICE: THIS CONTRACT CONTAINS PROVISIONS BY WHICH SUBCONTRACTOR INDEMNIFIES RCG FOR CERTAIN MATTERS. SEE PARAGRAPH TITLED "MATERIAL PURCHASES".

NO AMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT WILL BE EFFECTIVE UNLESS MADE IN WRITING SIGNED AND BY SUBCONTRACTOR AND AUTHORIZED MANAGEMENT OF RCG.

CONTRACT DOCUMENTS: The contract documents ("Contract Documents") forming this Contract include this Subcontractor Agreement, as well as any scope of work, change orders, and work orders issued and applicable to the projects for which Subcontractor is engaged.

SCOPE OF WORK: The work to be performed pursuant to this Contract (the "Work") is set forth in each scope of work, change order and work order issued and applicable to the projects for which Subcontractor is engaged.

PRICE: Agreement Amount: \$ _____ for Location: _____

The price to be paid by RCG to Subcontractor for the Work, inclusive of every component of the Work (whether labor, services or materials) and every tax and fee payable to any authority, municipality or agency in connection with the Work (all of which are the responsibility of Subcontractor) will be as set forth on the scope of work, change order, and work order issued and applicable to the projects for which Subcontractor is engaged.

PAYMENTS: Upon request of RCG, as a condition precedent to the payment of any sum, Subcontractor must deliver to RCG recordable lien waivers by Subcontractor and its subcontractors and suppliers for work performed and materials incorporated into the Work for which payment is made. If any lien remains outstanding or is claimed at any time before all payments have been made to Subcontractor, the same will constitute a default of this Contract and RCG will be entitled, in addition to any other remedies hereunder, to retain funds due Subcontractor as provided in Paragraph Titled, **SUBCONTRACTOR'S DEFAULT AND RCG'S REMEDIES**.

If any lien remains outstanding or is claimed at any time after all payments have been made to Subcontractor, then Subcontractor must, upon demand by RCG, refund to RCG all monies received by Subcontractor under this Contract that RCG may be compelled to pay in discharging such lien or lien claim. Payment of any sum to Subcontractor will not be construed as a waiver by RCG of work later found to be defective and will not release Subcontractor from liability for defective work or from Subcontractor's warranties and warranty service obligations. Subcontractor's obligations under this paragraph will survive any termination of this Contract.

Title to all work, materials and equipment provided by Subcontractor under this Contract will pass to RCG either by incorporation in the construction or upon receipt of payment by Subcontractor, whichever occurs first, free and clear of all liens, claims, security interests and encumbrances. Invoices must be received by RCG **within 90 days** from approved completion of Work. RCG has no obligation to pay invoices that are not timely received in accordance with this section.

PERFORMANCE OF WORK: Subcontractor must begin and continually perform the Work in accordance with the schedule provided in the Scope of Work, and the terms and conditions of this Contract, and





without lien or claim attaching to the subject property by any act or omission to act on the part of Subcontractor or any employee, subcontractor, or supplier of Subcontractor.

If Subcontractor fails to perform the Work in substantial compliance with these terms, or fails to correct defective work, or fails to perform warranty service under this Contract or any other agreement with RCG, and such failure continues for two (2) consecutive days, RCG may then declare Subcontractor in default of this Contract by written notice to and may proceed with any remedies available to RCG under this Contract or at law or in equity.

INSPECTION OF WORK PREMISES: Subcontractor must ensure that the premises where Work is to be performed ("Work Premises") constitute a safe working environment for persons performing the work and must immediately report in writing to RCG any unsafe condition and not permit any person to perform work. Subcontractor is solely responsible for providing any safety-related training to its subcontractors and employees.

INSPECTION OF OTHER WORK BY SUBCONTRACTOR: Subcontractor is responsible for inspecting the work of all previous Subcontractors if such work may affect Subcontractor's own Work. Any defects found in other such Work should be reported upon discovery in writing to RCG and prior to commencing new Work. Subcontractor's failure to report defects upon discovery constitutes acceptance of such other Work as correct and fit to be accommodated into Subcontractor's Work.

INSURANCE REQUIREMENTS: Subcontractor must, at a minimum, maintain insurance coverage. Subcontractor must provide and deliver to RCG, Certificates of Insurance ("COI") that evidence required insurance coverages and name RCG as additional insured prior to commencement of Work under this Contract, at all renewal periods, and at any time upon request by RCG. Failure to maintain or provide proof of this insurance coverage is a breach of this Contract. Should Subcontractor fail to abide by this provision, RCG may withhold payment of all invoices or other amounts due until Subcontractor complies with this provision.

- a) Workers Compensation Insurance as required by the state of Texas and Employers Liability Insurance with minimum limits of \$500,000.00 for bodily injury by accident and disease per employee and a fully executed DWC-83 form.
- b) Commercial Automobile Insurance insuring owned, non-owned, and hired autos with minimum limits of \$1,000,000.00 combined single limit for bodily injury and property damage.
- c) Commercial General Liability Insurance on an occurrence form with a combined single limit of \$1,000,000.00 per occurrence, per project. Commercial General Liability coverage must include Contractual liability insurance enough to cover damages from a Subcontractor's defective work, including Subcontractor's indemnity obligations as set forth in this Contract, as well as products and completed operations for each project for a period of at least five (5) years.
- d) As a separate and additional obligation, independent of the indemnities contained in this Contract, all required insurance named above, except the Workers Compensation Insurance, must be written or endorsed to name Ryon Construction Group, LLC as additional insured to the extent of Subcontractor's indemnity and other obligations under this Contract.
- e) All the required insurance policies named above will be written or endorsed to be primary to any other coverage available to RCG that may cover the same loss. Deductibles must be no greater than \$10,000.00 per any one occurrence, for which Subcontractor is responsible in the event of a loss. This deductible applies to both bodily injury and property damage losses and includes all legal and loss adjustment expenses. Subcontractor is responsible for assuring that any of its subcontractors maintain the insurance requirements set forth in this Contract.
- f) Subcontractor agrees to waive all rights of subrogation against RCG and will include a waiver of subrogation for the benefit of RCG in each of the above-referenced insurance policies.
- g) Subcontractor must provide RCG with notice of cancellation or non-renewal thirty (30) days prior to the expiration or cancellation of the required insurance coverages.





h) ADDITIONAL NAMED INSURED & CERTIFICATE HOLDER:

Ryon Construction Group, LLC
417 E Dallas Road
Grapevine, TX 76051

If at any time, RCG does not have on file from Subcontractor a current Certificate of Insurance evidencing liability coverage in the above-stated amounts and listing RCG as additional insured, then Subcontractor authorizes RCG to withhold payment on all invoices or other amounts otherwise due to Subcontractor. RCG has no duty to obtain any insurance for Subcontractor.

SUBCONTRACTOR EMPLOYEES: Subcontractor assumes full responsibility for all acts, negligence, or omissions of, and all injuries to, all of Subcontractor's employees, and all subcontractors and other persons doing work for or under Subcontractor, whether pursuant to written contract or oral agreement. Neither RCG nor its customers are responsible or liable for any accidents or injuries to Subcontractor's agents, employees, or employees of Subcontractor's suppliers or subcontractors.

SUBCONTRACTOR'S DEFAULT AND RCG'S REMEDIES: In addition to events stated elsewhere in this Contract, to constitute a default, Subcontractor will be in default of this Contract if:

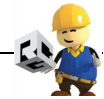
- a) Subcontractor fails to perform any obligation of Subcontractor under this Contract, or any representation or warranty of Subcontractor is determined to be false in any material way;
- b) Work is found to be defective and is not remedied by Subcontractor within 48 hours after Subcontractor is notified of such defective Work;
- c) RCG receives notice under any mechanic's and materialman's lien statute that Subcontractor has not made prompt and proper payment to employees, agents, subcontractors or suppliers;
- d) A lien or claim is filed in respect of the Work or notice thereof is given to RCG;
- e) Subcontractor's Work is not progressing satisfactorily, in RCG's opinion, in accordance with schedule or otherwise in accordance with this Contract;
- f) Subcontractor fails to perform warranty service under this Contract;
- g) RCG is cited or fined by any government agency on account of or arising out of the violation of any law, regulation, ordinance, administrative ruling, or court order by Subcontractor or any of Subcontractor's employees, agents or subcontractors.
- h) In the event of default by Subcontractor under this Contract or under any other agreement with RCG, then RCG will be entitled, in addition to any and all other rights and remedies available to RCG under this Contract or at law or in equity, to retain all sums due Subcontractor, and may cause the Work to be performed by others and apply any sums then due Subcontractor against the cost of completion of the Work and thereafter to the cost of any obligations arising under the provisions in Paragraph Titled, "**Taxes, Licenses and Bonds**".
- i) In the event cost of completion results in a deficiency, Subcontractor will be fully responsible for such deficiency, together with any damages and costs of enforcement of this Contract (including attorneys' fees and costs of litigation).

RCG WILL BE ENTITLED TO WITHHOLD STATUTORY RETAINAGE FOR THE PERIOD PROVIDED BY STATUTE IN ACCORDANCE WITH TEXAS LAW. SUBCONTRACTOR WAIVES SUBCONTRACTOR'S RIGHTS TO CONSTITUTIONAL AND STATUTORY LIENS ON ANY WORK NOT FULLY PERFORMED BY SUBCONTRACTOR.

SUBCONTRACTOR RESPONSIBILITIES: Subcontractor must read and become completely familiar with all documents applicable to the RCG Subcontractor Package before commencing any of the Work.

- a) Subcontractor is solely responsible for all construction under this Contract, including the techniques, sequences, procedures, means, and coordination of all Work.
- b) Subcontractor must supervise and direct the Work to the best of Subcontractor's ability and in conformity with good industry practice and standards and give the Work all attention necessary for the proper supervision and direction thereof.
- c) Subcontractor must cause all Work to be completed in a good and workmanlike manner according to industry practice and standards. Subcontractor represents and warrants to RCG that all labor done





and all equipment and material furnished by or under Subcontractor and used in the Work and made a part of structures constructed on the property or placed permanently in connection therewith will be new unless otherwise expressly specified in the Scope of Work or change order.

- d) SUBCONTRACTOR WARRANTS THAT AT SUBCONTRACTOR'S SOLE EXPENSE ALL LABOR AND MATERIAL FURNISHED BY SUBCONTRACTOR FOR WORK SHALL BE FREE OF DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMPLETION. SUBCONTRACTOR AGREES TO MAKE ALL REPAIRS AND CORRECT SUCH DEFECTS UNDER SUBCONTRACTOR'S WARRANTY.
- e) Subcontractor must furnish all warranties and guaranties by manufacturers on all consumer products and all certificates required by any municipality, FHA, or VA. All such warranties and guaranties shall be deemed assigned to RCG and its customer. All warranties made by Subcontractor in this Contract shall survive this Contract in the event of termination or expiration hereof for any reason prior to the running of the full warranty period.
- f) SUBCONTRACTOR MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES PERTAINING TO THE WORK, INCLUDING SPECIFICALLY AND WITHOUT LIMITATION THOSE RELATING TO, ESTABLISHED OR ENFORCED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT, UNITED STATES CUSTOMS AND IMMIGRATION, THE TEXAS WORKFORCE COMMISSION, AND THE UNITED STATES DEPARTMENT OF LABOR.
- g) Subcontractor warrants that all labor and material will be new, of good quality and free from faults and defects. This warranty shall remain in effect from the date of the work order until after the date of completion.
- h) Warranty work, if required, shall be the responsibility of the Subcontractor and must be completed within five (5) days of when Subcontractor is notified of the need for such warranty work. If the warranty work is not completed by Subcontractor, RCG reserves the right to contract the work out to another Subcontractor.
- i) All costs incurred by RCG due to the failure of Subcontractor to complete warranty work shall be deducted from the first available payment due, and if no such payment is due, then Subcontractor shall be responsible for reimbursement to RCG of all cost incurred to complete said warranty work.

TAXES, LICENSES AND BONDS: Subcontractor must pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and must secure all licenses and permits necessary for proper completion of the Work, paying all applicable fees. **SUBCONTRACTOR IS SOLELY RESPONSIBLE FOR WITHHOLDING TAXES, SOCIAL SECURITY TAXES AND TEXAS UNEMPLOYMENT TAXES FOR ALL ITS EMPLOYEES.**

INSPECTION AFTER FINAL COMPLETION: After final completion, the Work is subject to inspection and approval by the FHA, the VA, other governmental agency, any private or public utility company having jurisdiction thereof, as applicable, and third-party quality inspectors. All Work shall conform to the regulations, plans, and standards of all as applicable.

RCG may withhold payments due under this Contract until Subcontractor's Work complies with all such requirements. If the projects not complete or not approved upon inspection, RCG will generate a punch list. Original Subcontractor will have 5 business days to complete the punch list. If the original assigned Subcontractor doesn't complete the punch list, it will be issued to another Subcontractor and a chargeback will be applied to original Subcontractor for additional work order.

DEFECTIVE WORK: Upon oral or written notice by RCG to Subcontractor that any part of the Work is incorrect, defective, or non-conforming, Subcontractor must, within 48 hours, correct the deficiencies at Subcontractor's sole expense. Subcontractor's failure to do so is a breach of this Contract.

STORAGE OF HAZARDOUS CHEMICALS: No hazardous chemicals or materials may be stored overnight at any RCG Work Site.

SOLICITATION: Subcontractor may not solicit or accept work from any RCG customer.





MATERIAL PURCHASES: On all jobs where materials are purchased by RCG:

- a) A receipt with the check stub that was given to you must accompany the invoice. The name of the job must be clearly written on the receipt and must match that on the work order. Do not use a blank address. No checks will be issued with absent compliance for these requirements.
- b) All unused material paid for by RCG is to be returned to RCG. Any subcontractor caught stealing material or equipment will be terminated.
- c) If Subcontractor is scheduled to pick up material from a supplier, Subcontractor is responsible for said material. Anything lost or stolen from the ticket will be replaced at Subcontractor's expense either by personal purchase or deduction from payment. Subcontractor may not add additional items to pick up orders without prior approval by RCG.
- d) Any additional material approved by RCG and bought by Subcontractor will be reimbursed only if Subcontractor provides RCG with the original receipt that has the job name clearly written and the signature of the Production or Sales Manager.

SAFETY RULES: Subcontractor must implement and enforce adequate safety measures. Where work involves falling debris, Subcontractor must require the use of hard hats. Subcontractor may not bypass or disable any safety device. Subcontractor must have fire extinguishers on the roof and on the ground when applying torch down roof material. Subcontractor is responsible for being OSHA compliant. All violations are the financial and legal responsibility of Subcontractor; RCG has no financial or legal obligation.

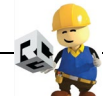
ROOFING RETAINAGE: For all roofing jobs exceeding \$25,000.00, RCG will hold back 10% retainage for warranty items (on all checks) for 30 days in case warranty items must be completed. At the end of the 30 days, the funds will be released on a regular pay period day. Do not contact the office staff for release of these funds - all questions should be referred to your Production Manager.

PAYMENT / DRAW SCHEDULE: The following provisions apply for Subcontractor to be paid by RCG:

- a) Subcontractor must have a signed Scope of Work or Work Order prior to beginning the job.
- b) Attach original Scope or Work Order to Subcontractor request for payment. Use a new invoice per payment request. **Invoices are reviewed the week following a Friday submission.** (Facsimile invoices are accepted, but Subcontractor must contact RCG to confirm receipt). **After final approval from sales, production and RCG's customer, invoice will then be submitted to accounting for payment.**
- c) Subcontractor must provide a signed and notarized lien waiver each time Subcontractor tenders an invoice or otherwise requests payment from RCG.
- d) If Subcontractor receives a draw in advance of starting a Work Order, draw should be utilized to purchase the materials required for that project as RCG will not purchase the materials apart from issuing a draw.
- e) Subcontractor must fill in the invoices, as RCG staff does not complete invoices for its Subcontractors. All invoices must contain:
 - Name / Address of project where Work performed;
 - Invoice amount, less any draws or materials purchased by RCG;
 - A copy of the original Work Order or Scope of Work; and,
 - Subcontractor's name (as printed on check), address and telephone number.
 - Any APPROVED additional items (outside Scope of Work) purchased by Subcontractor and submitted to RCG for reimbursement must include the original itemized receipt.

CHANGE ORDERS: The Account Manager and Production Manager are the only people authorized to approve any "extras" or change orders to your original Scope of Work. Your work order must be updated to reflect the change order with the authorized signature prior to invoicing. Office staff personnel do not have the authority to approve work orders. Customer change order requests outside the original Scope of Work must come from RCG management. RCG is not responsible for payment for any work outside of the original Scope of Work that was not previously approved by a proper change order.





SETTLEMENT OF DISPUTES: In the event a RCG customer asserts any complaint, based - in whole or in part - upon any allegation of defective, non-conforming, or incomplete work by Subcontractor, then Subcontractor assigns to RCG sole and exclusive authority to negotiate and resolve the complaint with the customer, including the express, sole, and exclusive authority to offer any discounts, price reductions, or refunds to the customer.

In the event RCG grants such a discount, price reduction, or refund to the customer, Subcontractor further agrees that RCG may deduct the full amount of such discount, price reduction, or refund from any invoices or other payments due to Subcontractor on that job, or any other job for RCG. In the event Subcontractor has been paid in full by RCG prior to the time such discount, price reduction, or refund is granted, then Subcontractor agrees to repay to RCG the full amount of the discount, price reduction, or refund.

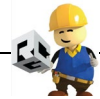
SUBCONTRACTOR AGREES TO SUBMIT TO BINDING ARBITRATION WITH FEES AND COSTS AWARDED TO THE PREVAILING PARTY.

MISCELLANEOUS:

- a) Subcontractor must cooperate with other Subcontractors and suppliers so that Subcontractor's work is not impeded, and all Subcontractors and suppliers must go to the Work Premises as necessary to assure performance of all contracts for construction of improvements on the property.
- b) CONSUMPTION OF ALCOHOLIC BEVERAGES OR USE OF ILLEGAL DRUGS IS PROHIBITED ON ALL RCG WORK PREMISES.
- c) Subcontractor must keep all Work Premises and adjoining ways free of waste material and rubbish caused by Subcontractor's Work or that of its Subcontractors and suppliers. Subcontractor must remove all waste material and rubbish on termination of the Work, together with Subcontractor's tools, equipment and machinery. Subcontractor must, upon completion of the Work, conduct general cleanup operations, including the cleaning of all glass surfaces, paved streets and walks, steps and interior floors and walls, as applicable.
- d) Subcontractor may not assign this Contract or any payments due hereunder, nor sublet this Contract or any portion hereof, without RCG's written consent.
- e) RCG reserves the right to order Work changes, additions, deletions or modifications without invalidating this Contract.
- f) There are no other Agreements, oral or written, between RCG and Subcontractor other than this Contract and the documents it references.
- g) Notices to RCG must be sent to 417 E Dallas Road, Grapevine, TX 76051. Notices given by RCG to Subcontractor may be given orally or by mail to Subcontractor's address as listed in this Contract.
- h) If any provision of this Contract is held to contravene or be invalid under the laws of the State of Texas or any applicable federal law, such contravention or invalidity shall not affect the remainder of this Contract, but this Contract shall thereupon be construed as if not containing such clause or provision and the rights and obligations of RCG and Subcontractor will be construed and enforced accordingly.
- i) This Contract supersedes any and all prior Agreements and Contracts between RCG and Subcontractor.
- j) All details of the Work and the terms and conditions of this Contract are confidential, and Subcontractor must not discuss them with or disclose them to any third party, including RCG's Customers and other Subcontractors.

FAILURE TO ACHIEVE COMPLETION OF WORK: If Subcontractor fails to achieve substantial completion of Work in accordance with the project schedule, RCG shall be entitled to retain or recover from Subcontractor, as liquidated damages and not as a penalty, \$150 per day commencing upon the final date following expiration of the time for completion as set forth in the project schedule, or as otherwise required by the Contract Documents, and continuing until the actual date of Substantia and Satisfactory completion. RCG reserves the right to retain 10% for all jobs and/or contracts that exceed \$5,000.00 for warranties coverage.





INDEMNIFICATION BY SUBCONTRACTOR / SUPPLIER: Subcontractor must and hereby does agree to indemnify, defend, and hold harmless RCG (and its affiliates, partners, officers, directors, employees and agents) from and against all loss, cost and expense (including attorneys' fees and expenses), any and all claims, demands, liens, damages, causes of action, liabilities of any and every nature whatsoever, losses and expenses (including but not limited to personal injury, property damage, attorneys' fees and court costs) arising in any manner, directly or indirectly, out of or in connection with or in the course of or incidental to any of Subcontractor's Work and obligations as provided in this Contract (or any nonperformance, noncompliance or breach thereof), including any extra work and any act or omission of any Subcontractor or any of its employees or agents in connection with such Work. It is specifically the intent of SUBCONTRACTOR to defend, indemnify and hold harmless RCG against the consequences of RCG's own culpable conduct and liability, including but not limited to negligence, gross negligence and willful and malicious conduct if any, regardless of whether such culpable conduct was the sole proximate or producing cause jointly and concurrently with the culpable conduct, if any, of SUBCONTRACTOR or any other person or entity.

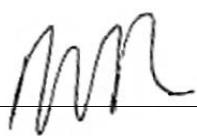
ATTORNEY'S FEES: The prevailing party to any dispute shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.

Your signature acknowledges you have read and agree to all guidelines.

Executed and effective this _____ day of _____, 20_____

Ryon Construction Group, LLC:

Subcontractor:

By:  _____

By: _____

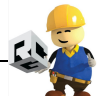
Print: _____

Print: _____

Title: _____

Title: _____





GENERAL WARRANTY & GUARANTEE

Project _____

Job _____

I, the undersigned, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in compliance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of (1) year or a time as specified in the Project Manual from the Date of Turnover.

This warranty commences on _____ and expires on _____

Should any defects develop during the warranty period due to improper material, workmanship, or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner or Ryon Construction Group, LLC.

The Owner will give Subcontractor written notice of defective work. Should the Subcontractor fail to correct defective work within Thirty (30) days after receipt of written notice, Owner may, at his or her option, correct and charge Subcontractor cost for such correction. Subcontractor agrees to pay such charges upon demand. Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

_____ (Company)

_____ (Address)

_____ (Phone)

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

STATE OF TEXAS §

COUNTY OF _____ §

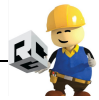
This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ (Signer), _____ (Title) of _____ (Company name), for the consideration herein expressed, on behalf of same.

Notary Public, State of Texas

(Typed or Printed Name of Notary)

My Commission Expires: _____





CONDITIONAL WAIVER & RELEASE ON PROGRESS PAYMENT

Project _____

Job _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

STATE OF TEXAS §

COUNTY OF _____ §

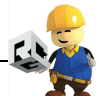
This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ (Signer), _____ (Title) of _____ (Company name), for the consideration herein expressed, on behalf of same.

Notary Public, State of Texas

(Typed or Printed Name of Notary)

My Commission Expires: _____





CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project _____

Job _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted). Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

STATE OF TEXAS §

COUNTY OF _____ §

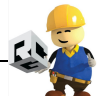
This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ (Signer), _____ (Title) of _____ (Company name), for the consideration herein expressed, on behalf of same.

Notary Public, State of Texas

(Typed or Printed Name of Notary)

My Commission Expires: _____





PAYMENT POLICY & STEP-BY-STEP INSTRUCTIONS

Efficiency and Accuracy are of utmost importance to the accounting department. To ensure your progress billing is processed and paid in a timely manner we have outlined our requirements.

RETURN before any work is performed:

A. New Subcontractor Requirements: *(to be submitted one time for permanent file)*

1. Completed RCG Prequalification Form
 - a. Copy of State Subcontractors' Trade Licenses
 - b. Copy of Signed Bond Letters
2. Picture ID (Driver's License, State ID, Passport, etc.)
3. W-9 Request for Tax ID Form
4. TDI Worker's Compensation Form

B. New Job / Project Requirements: *(to be submitted with each new job assignment)*

1. Executed Job Agreement
2. Project Specific Certificate of Insurance (COI)
3. Signed & Notarized General Warranty & Conditional Waivers
4. Subcontractor's Schedule of Values

Payment Applications:

1. RCG Progress Billing form with Schedule of Values
2. Or AIA G702 and G703
(DO NOT Submit an invoice, ONLY 1 & 2 are acceptable billing forms)
3. Digital Pictures of Completed Work
4. Stored Material Billing or Material Reimbursement Requests MUST have Pictures of Material and Itemized Receipts
(date, quantity and item cost along with job / project name must be readable)
5. Make sure to withhold the correct retention amount, per your Agreement
(Conditional Final Lien Waiver must be submitted for retention to be released after Client final payment has been received)

Our Statement of Values & Application for Payment is attached for your convenience. You can download required documents from our website at www.ryonconstructiongroup.com. All Applications for Payment, Digital Photos, Supporting Documents and Lien Waivers (Please DO NOT submit duplicate copies) should be emailed to Office Manager at:

accounting@ryonconstructiongroup.com

* If the above conditions are performed accordingly, payment should be available in 3 - 4 weeks from completion of work performed. ** Digital pictures are required on every project. They should be taken showing in detail the repair area throughout the process. A good picture should be from a few feet back to get the entire work area in the shot. There should be a picture for each step in the repair process, and a final picture of the repaired area from a few feet back. Digital pictures are a requirement and without the pictures, a Subcontractor's Invoice will not be paid.

Your signature acknowledges you understand and agree to RCG's payment policy as stated

Signature

Date





SCHEDULE OF VALUES

Ryon Construction Group, LLC

417 E Dallas Rd
Grapevine, TX 76051

817-600-4775

DRAW NUMBER: _____ Date: _____

SUBCONTRACTOR: _____

JOB ADDRESS: _____

Please list all tasks on your scope of work, contracted amount & percentage of work completed to date. The Amount Valued will calculate automatically. Deduct previous payments from the Amount Valued to get Requested Amount.

#	Task Description	Contract Amount	% Work Completed	Amount Valued	Requested Amount	RCG USE ONLY:
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
TOTALS:						



APPLICATION FOR PAYMENT

Ryon Construction Group, LLC

417 E Dallas Rd
Grapevine, TX 76051
817.600.4775

DRAW NUMBER: _____ Date: _____

SUBCONTRACTOR: _____

JOB ADDRESS: _____

Complete Schedule of Values first to adjust the calculated amounts in this form. For faster processing get on-site project manager to sign approval. Submit all documents to accounting@ryonconstructiongroup.com.

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

* Complete the Schedule of Values for this form to calculate payment due.

- 1 *Original Contract Amount: \$ _____
- 2 *Net Changes to Contract: \$ _____
- 3 *Total Contract Amount: \$ _____
- 4 *Total Completed To Date: \$ _____
- 5 *Retainage: _____
 - a. _____ of Completed Work
 - *Total Retainage: \$ _____
- 6 *Total Completed Less Retainage: \$ _____
- 7 -Less Previous Applications: \$ _____
- 8 *Current Payment Due: \$ _____
- 9 Balance to Finish Including Retainage: \$ _____

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:		
Changes From This Application:		
Total:		
*Net Changes:		

SUBCONTRACTOR'S CERTIFICATION:

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

WORK COMPLETED: _____

SUBCONTRACTOR: _____ DATE: _____

ON-SITE PROJECT MANAGER APPROVAL:

The Project Manager hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED: \$ _____

Provide explanation below or attached if amount certified does not match this application amount.

PROJECT MANAGER: _____ DATE: _____

The Amount Certified is payable to the contractor listed above.

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

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											
				-			-				
or											
Employer identification number											
				-							

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.

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

DO NOT SEND THIS AGREEMENT TO TDI-DWC

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK [] BOX OF STATEMENT THAT APPLIES

[] JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
(B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS AGREEMENT APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR UNTIL THE FIRST ANNIVERSARY OF THE DATE THE AGREEMENT WAS FILED WITH THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER, UNLESS A SUBSEQUENT HIRING AGREEMENT EXPRESSLY STATES THE AGREEMENT DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS AGREEMENT DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO DIVISION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

[] AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor [] will withhold [] will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____ TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Signature of Hiring Contractor Date Address (Street) Federal Tax I.D. Number
Printed Name of the Hiring Contractor Address (City, State, Zip)

Independent Contractor's Affirmation

Signature of Independent Contractor Date Address (Street) Federal Tax I.D. Number
Printed Name of the Independent Contractor Address (City, State, Zip)

The Hiring Contractor must retain the original. A legible copy of this agreement must be filed with the hiring contractor's workers' compensation insurance carrier within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. The Independent Contractor should also retain a copy of the agreement.

