



Subcontractor Pre-Qualification Form

SECTION I – GENERAL

Company Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Contact Person (s): _____

Email: _____ Cell Number: _____

Years in Business: _____ Number of Employees: _____

California State License (CSLB) #: _____ Expiration Date: _____

Are you affiliated with any unions? Yes No

Has the company operated under any other name? Yes No

If yes, provide name(s): _____

Describe specifically what your company performs, i.e. Tenant Improvements, Commercial, Industrial, etc.

SECTION II – NON-PERFORMANCE OF CONTRACT / CLAIMS AND LAWSUITS

Has your organization ever failed to complete any work awarded to it?
If yes, please attach details. Yes No

Has your organization ever been terminated from a project due to non-
performance? *If yes, please attach details.* Yes No

Has your organization or its officers ever been a party to any claims,
arbitrations, proceedings or suites and judgements within the past five (5)
years? *If yes, please attach details.* Yes No

SECTION III –REFERENCES

A. Please list at least 3-5 Performance References.

General Contractors/Owners

Company: _____

Contact: _____ Email: _____

Company: _____

Contact: _____ Email: _____

Company: _____

Contact: _____ Email: _____

Company: _____

Contact: _____ Email: _____

Company: _____

Contact: _____ Email: _____

B. Please list 3 Trade References.

Suppliers/Vendors

Company: _____

Contact: _____ Email: _____

Company: _____

Contact: _____ Email: _____

Company: _____

Contact: _____ Email: _____

SECTION IV – FINANCIALS

Please provide a copy of your latest accountant prepared financial statements

SECTION V – WORK IN PROGRESS

Please list your company’s current list of projects or attached your own report of work in progress.

Job Name	Location	Owner	Contact Amount	Completion Date

SECTION VI – COMPLETED PROJECTS

Please indicate any major projects completed within the last 5 years.

Job Name	Location	Owner	Contact Amount	Completion Date

SECTION VII – SAFETY INFORMATION

1. Please provide copies of your company’s OSHA 300 Logs for the most recent three (3) years, as mention above, and current year-to-date.
2. Has your company ever received any OSHA Inspections, Citations or Notifications of Penalty, within the last three (3) years? Yes No

If yes attach details.

3. Send EMR history (min 3 years) from your insurer.

SECTION VIII – MINIMUM INSURANCE REQUIREMENTS

Please include a sample of your Insurance Certificate, a sample of add'l insured endorsement and primary and non-contributory language with your sample Insurance Certificate

See Attached Exhibit E Insurance Requirements

Does your company meet Jackson Properties/Construction's Insurance requirements? Yes No

Please Include the Following

<input type="checkbox"/>	Accountant Prepared Financial Statement
<input type="checkbox"/>	Sample Insurance Certificate
<input type="checkbox"/>	EMR Rate From Your Insurer
<input type="checkbox"/>	OSHA 300A Forms for last 3 years
<input type="checkbox"/>	Full Version of IIPP and SDS

CERTIFICATION OF PRE-QUALIFICATION INFORMATION

I certify that the above information is complete and accurate.

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(CEO or equivalent signature required)

Exhibit E
Insurance Requirements

1. **GENERAL INSURANCE REQUIREMENTS.** Subcontractor shall not commence any Work until it obtains all insurance required to be obtained by Subcontractor as set forth under this Exhibit. Subcontractor shall obtain and maintain for the full period of the Work and at all times thereafter when Subcontractor may be correcting, removing, or replacing defective work, including the warranty period.

Such insurance will be maintained by Subcontractor at its sole expense with insurance carriers admitted to do business in California, that have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "VIII" in the most current A.M. Best's Rating Guide for property and casualty insurers. In no event will such insurance be modified without Contractor's express written consent and, except as otherwise expressly authorized herein, in no event will such insurance be terminated or allowed to lapse prior to termination of all obligations arising under this Subcontract Agreement.

2. **EVIDENCE OF INSURANCE.** As evidence of the insurance required, Subcontractor shall deliver to Contractor, no later than commencement of any work, a certificate of insurance signed by an authorized agent of Subcontractor's insurance carrier showing that such insurance is in force, as well as all endorsements. The certificate shall provide that each of the policies identified therein shall not be suspended, cancelled, or non-renewed without ten (10) days' notice in writing delivered to Contractor's corporate office. Contractor has the right to require Subcontractor to submit for Contractor's review a certified copy of the policy (or policies) identified in the certificate of insurance. If any of the required coverages expire during the term of this Subcontract, the Subcontractor shall deliver the renewal certificate(s) to the Contractor at least ten (10) days prior to the expiration date and shall include all endorsements and the policies shall not contain a "prior work exclusion".

Should any policy expire or be canceled before the termination of all obligations arising under this Subcontract Agreement, and Subcontractor fails to immediately procure replacement insurance as required by this Exhibit, then Contractor reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Subcontractor under this Subcontract. Any delay in the Work resulting from the Subcontractor not providing the required insurance shall be considered a material breach of Subcontractors obligations under the Subcontract Agreement.

The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of its duties, responsibilities and liability under the Subcontract Agreement, including this Exhibit. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor shall comply with such requirements. Any deductibles or self-insured retentions shall be borne by Subcontractor and shall not be the responsibility of Contractor or Owner. The evidence of insurance/Certificates of Insurance shall indicate the amount of all deductibles and self-insured retentions in excess of ten thousand dollars (\$10,000). Subcontractor shall request approval of Contractor prior to commencing Work if deductibles or self-insured retention exceeds fifty thousand dollars (\$50,000); additionally, these amounts shall be disclosed on the Certificates of Insurance. Where deductible or self-insured retention provisions of policies of insurance specify that only the named insured's costs trigger coverage, the language shall be broadened to include within the named insured's costs, all costs of defense and settlement obligations to any Additional Insured party.

The Project Number and/or Project Name shall be identified on every Certificate of Insurance provided to Contractor. Certificates and all endorsements shall be furnished for one (1) year following final completion of the project. All Certificates of Insurance shall be emailed to construction@jacksonprop.com.

The Subcontractor shall ensure that all Sub-subcontractors shall procure and maintain insurance in like form and amounts as set forth in this Exhibit. Certificates must be provided prior to any Sub-subcontractor commencing work.

3. **ADDITIONAL INSURED.** Subcontractor will procure, with respect to all of the insurance required by this Exhibit, an endorsement or endorsements naming or otherwise identifying Contractor, Client, Owner, and any other

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Insurance Requirements

subcontractor(s) or entity(ies) as Contractor may direct, and their respective officers, directors, shareholders, agents, representatives, employees, partners, divisions, subsidiaries, and/or affiliated companies as additional insureds for any and all liability arising out of, or in any way connected to, the performance of, or failure to perform, work under this Subcontract Agreement. The form of the additional insured endorsement shall be no less than that provided by ISO Form CG 2010 04/13 or CG 2037 04/13, or equivalent, affording coverage for both ongoing and completed operations.

Each additional insured endorsement must contain the following or equivalent language: "This insurance is primary. Any other insurance maintained by any person or organization qualifying as an insured under this endorsement shall be excess and non-contributing with this insurance as respects liability arising out of any act or omission of the named insured or of any person or organization on the named insured's behalf."

4. **WAIVER OF SUBROGATION.** Subcontractor hereby releases and waives all rights against Contractor, and Owner, and all other persons for whom a waiver is required under the insurance requirements of the prime contract, with respect to subrogation, and with respect to any loss or damage to any or all of Subcontractor's property, which loss or damage is of the type covered by builder's risk, workers' compensation, commercial general liability, and automobile liability insurance required to be maintained under the Contract Documents, regardless of any negligence on the part of any person released which may have caused or contributed to such loss or damage.
5. **PROFESSIONAL LIABILITY INSURANCE.** Subcontractor shall maintain professional liability insurance in the minimum amount of \$1,000,000 per claim/aggregate if work under this Subcontract Agreement includes design, design-build or any type of professional services, design assist, stamped drawings, technical services, Building Information Modeling (BIM) model management, or LEED certification services. Claims-made policies must have a retroactive date prior to the first date design/technical services were performed under this Subcontract Agreement and/or applicable Work Order(s), and coverage must extend a minimum of five (5) years beyond Subcontractor's completion of the Work, or end of this Subcontract Agreement, whichever is later. If Claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy acceptable to Contractor (and with a retroactive date prior to the Subcontract Agreement effective date), the Subcontractor must purchase Extended Reporting Tail coverage for a minimum of five (5) years beyond completion of the Work or end of this Subcontract Agreement, whichever is later.
6. **WORKER'S COMPENSATION INSURANCE.** Subcontractor shall maintain Worker's Compensation Insurance, including Employer's Liability Insurance, in the minimum amounts of \$1,000,000 for bodily injury by accident and \$1,000,000 for bodily injury by disease, for all persons whom it employs in carrying out work under this Subcontract Agreement. Such insurance shall be procured, and maintained, in strict conformance with the requirements of the most current and applicable workers compensation laws in California in effect while work is being performed under this Subcontract Agreement.
7. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Subcontractor shall procure and maintain Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles not exceeding \$10,000 per occurrence, and with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence, naming Contractor and others as additional insureds as required by Article 3, and affording the following coverages: Premises and Operations; Independent Contractors; Products and Completed Operations specifically covering all liabilities arising from the work performed under this Subcontract Agreement during all applicable Statute of Limitation or Repose periods following Owner's Final Acceptance of the work, and in no event shall this coverage be for a duration of less than ten (10) years from the date of Substantial Completion; Contractual Liability; Broad Form Liability Endorsement specifically covering work performed by or on behalf of Subcontractor under this Subcontract Agreement; Severability of Interest affording separate liability coverage for each person or organization insured; and Explosion, Collapse and Underground Hazards (X,C,U) Liability.

The general liability insurance required shall not be a claims made policy, may not include a prior acts exclusion or prior loss exclusion that reduces, limits or excludes coverage for any bodily injury or property damage not

Exhibit E
Insurance Requirements

known by Contractor to exist prior to the commencement of the policy period, nor may it include a cross-suits exclusion that reduces, limits or excludes contractual liability coverage for indemnification set forth in this Subcontract Agreement.

Subcontractor's Commercial General Liability policy and related endorsements shall not limit, restrict or exclude coverage for claims arising from Subcontractor's scope of work.

Notwithstanding the required limit of liability per occurrence, the general liability insurance required shall contain an annual general aggregate limit (for ongoing operations only) of not less than \$2,000,000, applicable solely to the Project and a products and completed operations aggregate limit of not less than \$2,000,000.

8. **AUTOMOBILE LIABILITY INSURANCE.** Subcontractor shall procure and maintain owned, hired and non-owned Automobile Liability Insurance covering the ownership, maintenance, use and entrustment of any and all automobiles, trucks and other motor vehicles utilized by Subcontractor, its employees or any of their permittees in connection with any work performed under this Subcontract Agreement, including the additional insured endorsement, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

Where hazardous or regulated substances or hazardous or regulated wastes are being transported by Subcontractor, the limits of liability shall be \$5,000,000 Combined Single Limit and the policy shall include Endorsement MCS-90.

9. **Pollution Liability Insurance.**

Any Subcontractor whose operations cause a potential exposure to chemicals, mold, fungus, silica, or materials or substances subject to federal, state and local regulation as a hazardous material, hazardous substance, toxic substance, mold, fungus, silica or otherwise, or who are required to perform remediation of hazardous materials as defined in federal, state or local law, shall provide contractor's Pollution Liability coverage with the limits listed below,

Subcontractor's performing the following scopes of Work including, but not limited to, excavating/trenching, demolition, concrete or masonry cutting/coring/drilling, roofing, siding, waterproofing/dampproofing, exterior insulation and finish systems (EIFS), wall finishes, exterior glass/glazing, lath & plaster, pre-engineered structures, painting, coatings, plumbing, HVAC/mechanical, fire protection/suppression, hazardous material removal, or whose operations create potential exposures as listed in the above paragraph and who are not specifically identified in the succeeding paragraph shall provide Pollution Liability insurance with minimum limits listed below:

\$1,000,000 each occurrence and in the annual aggregate

To the extent, the insurance required is issued as "claims made" insurance, the insurance must cover the full period when all work and services required under this Subcontract Agreement must be performed and must continue in force (either through renewal or the procurement of tail coverage) for a period not less than ten (10) years following completion of the Project.

Contractor reserves the right to require Pollution Liability insurance covering other scopes of work not included above and/or higher limits of liability for Pollution Liability exposures.

10. **Umbrella/Excess Liability.** Subcontractor shall also maintain and procure Excess or Umbrella Liability with policy limits no less than \$1,000,000 if the Subcontract exceeds \$100,000. When Excess or Umbrella Liability insurance is required such coverage must extend coverage or follow form over the subcontractors Employers Liability (Coverage B. WC), Commercial General Liability and Automobile Liability, including the additional insured endorsement and primary wording requirements. If the Subcontract amount exceeds \$500,000, then the required limit shall not be less than \$5,000,000 Aggregate.

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11. **Property insurance:** Property insurance for Subcontractor's personal property, equipment, materials/work in progress (installation floater), etc. remains the exclusive responsibility of Subcontractor. Subcontractor is solely responsible for loss or damage to its personal property including, without limitation; tools, equipment, scaffolding, temporary structures or property or materials created or provided under the Subcontract until delivered and accepted or installed at the Project site.

12. **Subcontractor Responsibility:** Failure of contractor to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver of enforcement of any of these provisions at a later date in the performance of this agreement. Any exceptions to the provisions of this Exhibit must be delineated in the contract documents. Subcontractors obligations for loss or damage arising out of Subcontractors work is in no way limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractors liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Owner assert or recommend this insurance as adequate to Subcontractors requirements. Subcontractor is solely responsible to inform itself of amounts and types of insurance it may need beyond these requirements to protect itself from loss, damage or liability