



SUBCONTRACTOR PRE-QUALIFICATION FORM

All subcontractors are required to complete this questionnaire. The contents of this questionnaire will be considered and used solely to determine your firm's qualification to perform work for Riley Construction. Return completed form to:
Riley Construction 5301 99th Avenue, Kenosha, WI 53144-7870, Attention: Subcontractor Prequalification

PLEASE NOTE: This form must be filled out completely. Missing information may result in disqualification of consideration.

Application Date: _____

Date of Prequal Expiration: _____ April 30th Next Year

Background

Company Name		Type of Company	Type of Work Performed	
Street Address			Phone Number	Fax Number
City/State/Zip	Principal Contact		Email Address	
Year Business was Established	States We Do Work In	<input type="checkbox"/> Union <input type="checkbox"/> Non-Union		Previous Name of Company (if applicable)
Contractor's License #	D&B #	Qualified Minority Business? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE		

Safety

List your Company's # of Injuries/Illnesses from your OSHA 300 Logs as follows:	Last Year	1st Prior Year	2 nd Prior Year
Experience Modification Rate (EMR).			
Total # of Fatalities. (From Column G on the OSHA 300 Log)			
Total # of OSHA Recordable Incidents. (Total of Columns H, I, and J on the OSHA 300 Log)			
Total # of Lost Work Day Incidents. (Column H on the OSHA 300 Log)			
Total # of other recordable cases. (Column J on the OSHA 300 Log)			
Total # of Annual Man-Hours Worked.			

Please check if your Company implements the following safety controls:	Yes	No
Has a Written Safety Program.	<input type="checkbox"/>	<input type="checkbox"/>
Has an Implemented Drug Screening Policy for all Employees.	<input type="checkbox"/>	<input type="checkbox"/>
Performs Safety Orientation & Training for all Employees.	<input type="checkbox"/>	<input type="checkbox"/>
Performs Continuing Safety Education for all Employees.	<input type="checkbox"/>	<input type="checkbox"/>

Safety/Health Professional Contact:			
Name	Title	Phone Number	Email Address

Schedule

Provide summary of three largest projects presently under construction.	Location	Start/Completion	Contract Amount



SUBCONTRACTOR PRE-QUALIFICATION FORM

Provide summary of all projects under consideration for award.	Location	Start/Completion	Contract Amount

Provide the following information regarding your present personnel:				
Current Number of Employees	Full-Time	Part-Time	Contract	Temp
Executives				
Project Managers				
Estimators				
Administrative				
Superintendents				
Foreman				
Journeyman				
Laborers				
Other				
Totals				

Financial History

Please provide the following information for the past three fiscal years:					
	Gross Revenue (\$)	Gross Margin (%)	Net Profit/Loss (\$)	# of Projects Completed	Largest Single Project (\$)
2nd Prior Year					
1st Prior Year					
Last Year					

What is your backlog as of today: \$ _____ As of December 31st Last Year: \$ _____

Please attach your firm's current financial statements (Your financial statements must be audited by a 3rd party if the proposed contract value is greater than \$500,000). In lieu of providing financial statements, Riley Construction will accept a Letter of Bondability from your Surety company (NOT your surety agent) on its letterhead. The letter should include your single job and aggregate parameters.

Please provide answers to the following questions and attach explanations where necessary:	Yes	No
Are there any judgments, claims, arbitrations, proceedings or suite pending/outstanding against your firm or its officers or principals?	<input type="checkbox"/>	<input type="checkbox"/>
Has your firm ever filed bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
Has your firm filed any lawsuits or requested arbitration or mediation with regard to construction contracts within the last three (3) years?	<input type="checkbox"/>	<input type="checkbox"/>
Has your firm or any other organization, with which of the officers or partners were involved during the past three (3) years, ever failed to complete any work awarded? If yes, please provide further details.	<input type="checkbox"/>	<input type="checkbox"/>
Submit a listing of all litigation or formal arbitration to which your organization has been a party involving amounts in excess of \$10,000 for the past five years including any unsettled litigation or arbitration.		

Insurance & Bonding

Please read Exhibit A in its entirety.		
Does your company currently maintain insurance that meets Riley Construction's requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No



SUBCONTRACTOR PRE-QUALIFICATION FORM

Please provide the following bonding information:					
Can you provide a Performance Bond?	Bond Rating	Bonding Capacity	Single Project	Aggregate	Bond Cost (% or \$/1000)
Name of Bonding Company			Contact	Phone Number	
Last Type of Bond Issued			Date	Amount (\$)	

References (The below references may be contacted by Riley Construction for verification purposes.)

Provide three client references.		
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number

Provide financial references.		
Name of Bank	Contact	Phone Number
Name of Bank	Contact	Phone Number

Provide three supplier references.		
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number

I hereby certify that the information submitted herein, including any attachments is true and sufficiently complete so as not to be misleading.

Completed by: _____ (Print or Type) _____ (Signature)

Title: _____ Date Completed: _____

Riley Construction will use this documentation to pre-qualify contractors. Therefore, if you intend to continue to service our facilities, it is essential that you return the documentation as requested. This document should not be construed to constitute a commitment, or a request to perform any work.

For Office Use Only

Financial Review: _____ Date: _____

Safety/Insurance Review: _____ Date: _____

SQF Complete?: Yes No



EXHIBIT A
INSURANCE REQUIREMENTS

Contractor's Insurance: Prior to the Contractor commencing any work on the project job site, and as a condition of payment, the Contractor shall provide proof of insurance which meets Riley Construction Company's minimum requirements as outlined below.

A. Worker's Compensation

1. Minimum limits of liability: Statutory limits in jurisdictions of operation

B. Employer's Liability

1. Minimum limits of liability:
- a) Wisconsin: \$ 100,000 each accident
\$ 500,000 disease - policy limit
 - b) Illinois: \$ 100,000 disease - each employee
\$ 1,000,000 each accident
\$ 1,000,000 disease - policy limit
\$ 1,000,000 disease - each employee

C. Commercial General Liability

1. Minimum limits of liability (which may be satisfied by combinations of primary & excess layers):
- \$ 1,000,000 each occurrence
 - \$ 2,000,000 aggregate - per project
 - \$ 2,000,000 products - completed operations aggregate
 - \$ 1,000,000 personal & adv injury
 - \$ 100,000 damage to rented premises
 - \$ 5,000 medical payments to any one person
2. Coverage required:
- a) Premises / Operations Liability
 - b) Occurrence Bodily Injury and Property Damage Liability
 - c) Independent Contractor's Liability
 - d) Completed Operations and Product Liability maintained for at least one year beyond completion dates of project
 - e) Blanket Broad Form Contractual Liability (with no limitations by endorsement and which specifically covers the Indemnity Provisions of the Agreement between Contractor and Riley Construction Company)
 - f) Broad Form Property Damage Liability (including Completed Operations)
 - g) Per Project Aggregate shall apply to Riley Construction projects
 - h) Professional Liability Coverage (Errors and Omissions) for your work or work performed for others (may be provided via Contingency Professional Liability Coverage Endorsement). Professional Liability Coverage limits shall be a minimum of the following:
 - Limit of \$2,000,000.00 per claim
 - General Aggregate of \$2,000,000.00 for the contract services rendered
 - i) Pollution Liability Coverage shall be required per the contract documents and specifications set out by Riley Construction Company, Inc. and/or by the Owner.
 - j) The coverage afforded the Additional Insureds shall be primary insurance.
 - k) There shall be no residential exclusions and/or limitations on any line of insurance including umbrella coverage.



D. Comprehensive Automobile

1. Minimum limits of liability: \$ 1,000,000 combined single limit

E. Excess / Umbrella Liability

1. Minimum limits of liability: \$ 2,000,000 each occurrence
\$ 2,000,000 general aggregate
2. All MEP subcontractors and any other subcontractor who will perform work on the project site where the aggregate amount to be paid to the subcontractor totals \$1,000,000.00 or more shall maintain the following minimum limits of liability:
\$5,000,000.00 each occurrence
\$5,000,000.00 general aggregate

F. Certificate of Insurance Requirements

1. Riley Construction Co. (including its shareholders, directors, officers, agents, and employees), the Project Owner, and the Project Architect must be added as additional insured to General and Excess Liability insurance. If the Additional Insureds have other insurance which is applicable to a loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this policy shall not be reduced by the existence of such other insurance.
2. All additional insured endorsements (including any other endorsement as to completed operations) and any limitations of required primary coverage must be provided with certificates and waiver of subrogation. Endorsements and waivers shall apply for ongoing and completed work using ISO form CG2010 1185, or a combination of ISO forms CG2010 1001 and CG2037 1001 or equivalent. Waiver of subrogation applies in favor of the additional insured's for general liability, and form WC000313 for worker's compensation.
3. Any changes / exclusions of the Excess / Umbrella policy as to aggregates and/or additional insured shall be provided by copy of the relevant endorsement or policy language.
4. All self insured retentions and/or deductible and/or other assumed financial arrangements must be disclosed on the certificate or via endorsement.
5. General Liability, Workers Compensation, and Umbrella policies shall contain a Waiver of Subrogation as to Riley Construction Co., Project Owner and Architect.
6. All certificates and endorsements shall be submitted as Certificate Holder to: Riley Construction Co.
7. Professional Liability Coverage limits, deductibles/SIR, policy number and effective dates shall be identified on the Certificate of Insurance per the contract requirements.
8. Pollution Liability Coverage limits, deductibles/SIR, policy number and effective dates shall be identified on the Certificate of Insurance per the contract requirements.
9. Thirty (30) day's notice of cancellation or material change shall be given to Certificate Holder. The certificate shall not include language (as appears on the ACORD form) such as "if any" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives".
10. For Illinois projects, the certificate of insurance shall indicate that the umbrella/excess liability shall meet the employer's liability coverage or a copy of the umbrella/excess schedule must be provided.

G. No Limit on Liability

1. The insurance of Contractor shall in no way act as a limit on the coverage afforded to Riley Construction Co. or act as a description of the obligations of the Contractor.
2. The failure of Riley Construction Co. to require Contractor to comply with all terms and conditions shall not act as a waiver or, in any way, limit the obligations of Contractor.

H. Insurance Carriers

1. All insurance carriers are subject to the reasonable approval of Riley Construction Co.



I. Indemnity

1. To the fullest extent permitted by Law, Contractor shall indemnify, defend, protect and hold harmless Riley Construction Company, Inc. and all other Indemnified Parties, their respective parents, members, subsidiaries, related corporations, officers, agents, and employees from and against any and all liabilities, injuries, claims, demands, damages, loss, costs and expenses including but not limited to, reasonable attorney's fees, provided that such liability, injury, claim, demand, loss, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, (including loss of use) but only to the extent caused or alleged to be caused in whole or in part by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any Indemnified Party.
2. Any and all claims made or brought against the Indemnified Parties by the employee if the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the Indemnification obligations of this provision shall not be limited in any way by a limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts. This includes any and all rights under "Kotecki" or similar doctrines.

J. "Flow Down Language" Insurance Requirements

1. Insurance requirements established by the Owner shall also apply to Riley's Exhibit "A" insurance requirements and if there is a discrepancy in the type of insurance coverage or limits, the insurance requirements with the higher limits and more restrictive coverage shall apply.