

**BLACH CONSTRUCTION COMPANY
SUBCONTRACTOR PRE-QUALIFICATION QUESTIONNAIRE**

Thank you for your interest in becoming a qualified subcontractor with us. Upon approval your qualification status will be valid for 2 years. We may ask that your company provide supplemental information annually. You may contact Nineva Vieth via email at nineva.vieth@blach.com with any inquires. Please note that incomplete packages will not be considered for qualification, see complete list of submission items listed on page six.

(Print and fax or mail to BCC)
469 El Camino Real, Suite 100, Santa Clara, Ca 95050-4372
Phone 408.244.7100/Fax 408.244.2220

All information submitted for pre-qualification evaluation will be considered official information acquired in confidence.

NAME OF FIRM: _____

CONTACT: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX: _____

E-MAIL ADDRESS: _____ TAX I.D. NO: _____

WEB SITE ADDRESS: _____

1. LICENSE

Contractor must be licensed in the State of California. Submit the following:

A. Name of license holder exactly as on file with the California State License Board.

B. License Number _____

License Classification _____ Expiration Date _____

2. COMPANY STRUCTURE

A. **CORPORATION** _____

Date of Incorporation _____ State of Incorporation _____

President _____ Vice President _____

Secretary _____ Treasurer _____

PARTNERSHIP _____

Date of Organization _____ General or Limited _____

Name and Address of Principals:

SOLE PROPRIETORSHIP _____

Address _____

B. How many years has your company been in business as a Contractor? _____

How many years has your company been in business under its present business name? _____

Under what other former names has your company operated?

Name _____ Years _____

Name _____ Years _____

List the scope/type of work normally performed with your own forces:

How much of your work is self-performed? _____% Subcontracted? _____%

Average Total Number of Employees: _____

Exempt: _____ Non-Exempt: _____ Craft: _____

Union Affiliation(s), if any: _____

3. FINANCIAL

A. **Attach a copy of your last fiscal year end audited or reviewed profit and loss statement and balance sheet.**

B. What was your company's average yearly volume of work for the past three years?

2008 _____ 2009 _____ 2010 _____

What was your company's net income for each of the last three years?

2008 _____ 2009 _____ 2010 _____

C. Average Contract Size \$ _____

Minimum: \$ _____ Maximum: \$ _____

Regional Area of Work (please circle the region(s) in which you conduct business):

Bay Area North Bay Central Valley Monterey Bay Other: _____

D. Company's Dunn & Bradstreet No: _____

E. Has your company (either under current or previous name) ever filed for bankruptcy protection with the U.S. Bankruptcy Court? Yes _____ No _____

If Yes, Date of Filing _____ Classification of Filing _____

F. Have any principals of your company, either past or present, been affiliated with any type of bankruptcy?

No _____ Yes _____ If Yes, Explain and Provide Dates: _____

4. **LITIGATION**

A. Have you ever had a contract terminated for default within the past five years?

No _____ Yes _____ If Yes, Why? _____

When? _____

B. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your company?

No _____ Yes _____ If Yes, Explain: _____

C. Has your company filed any lawsuits, submitted claims, or been involved in any litigation with regard to your contract activity within the last five years?

No _____ Yes _____ If Yes, Explain: _____

5. **INSURANCE (see Attachment A)**

A. Can you provide current evidence or evidence of ability to insure to minimum limits ("Acord" Form or other) of General Liability Insurance coverage as listed below (Blach Construction will not pay for special endorsements or waivers)? Yes _____ No _____

- Commercial General Liability - \$1 million each occurrence/\$2 million per project aggregate
- Additional Insured Endorsement listing owner, general contractor, and lender and construction management firm (if applicable) and their officers, directors, and employees – all in primary wording
- Worker's Compensation & Employers' Liability Insurance - \$1 million
- Waiver of Subrogation Endorsement
- Automobile Liability (Owned, Hired, Non-Owned) - \$1 million
- Excess Liability (Umbrella) – only required if General Liability is under \$2 million
- Admitted in California; minimum A.M. Best Rated A-VIII or better

B. **Attach proof of insurance demonstrating your ability to provide minimum insurance requirements as detailed in Attachment A.**

6. **BONDING**

If you anticipate a contract of over \$100,000, please provide and complete the following:

A. **Provide a certified letter from your bonding company identifying the bonding rate per \$1,000, the aggregate and single project bonding capacity of the Company.**

B. Bonding company name: _____

Address: _____

Agent Name: _____ Phone Number: _____

A.M. Best Rating: _____

7. REFERENCES

A. Bank Reference

Bank Name and Branch: _____

Account Manager: _____ Phone: _____

Address: _____

Line of Credit: _____ Amount in Use: _____

B. Customer

Please identify four General Contractors for whom you have worked in the past two years:

Company Name	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Please identify three Subcontractor/Supplier references with whom you have worked in the past two years:

Company Name	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. SAFETY

A. List your company's experience modification rate (EMR) for the past three years. **Provide a letter from your insurance carrier or state fund (on their letterhead verifying the EMR data).**

2008 _____ 2009 _____ 2010 _____

B. Has your company been cited by Cal OSHA, the EPA, the Bay Area Air Quality Management District, or any other Air Quality Management District (or similar jurisdiction or agency) in the past five years?

Yes _____ No _____ How Often? _____ (Attach a sheet listing and describing each citation.)

C. Has your company ever been associated with or involved in a job site death(s)?

Yes _____ No _____

If yes, please explain: _____



D. Do you require documented safety meetings be held for:

- | | | | |
|---------------------|-----------|----------|-----------------|
| 1. Field Supervisor | Yes _____ | No _____ | Frequency _____ |
| 2. Employees | Yes _____ | No _____ | Frequency _____ |
| 3. Hew Hires | Yes _____ | No _____ | Frequency _____ |

Safety Director Name: _____

Safety Director Phone No: _____

If you were referred to us by a Blach employee, please indicate name: _____

Please provide an applicable email address for bidding: _____

COMPLETE LIST OF ITEMS TO SUBMIT:

- **Subcontractor Pre-qualification Questionnaire**
- **Financial Information**
Last fiscal year end audited or reviewed statement:
 - Balance sheet
 - Profit & Loss Statement
- **Proof of Insurance:** Accord Forms demonstrating your ability to provide minimum insurance requirements as detailed in Attachment A of the questionnaire.
- **Letter from Bonding Company:** Letter must be on bonding company's letterhead and dated within 30 days of the submittal of the pre-qualification package.
- **EMR Rating on Insurance Carrier's Letterhead:** Verifying EMR rating for the past four years.

* * * * *

The above information is true and correct to the best of my knowledge.

Signed

Printed Name

Date

Attachment A

Blach Construction Company Subcontractor Insurance Requirements

16.1 Subcontractor shall, at its own expense, maintain on all of its operations, not less than the following coverage and limits of insurance which shall be maintained under forms of policies and from companies satisfactory to the Contractor and Owner. The insurance company must have a financial rating of at least A-VIII as defined by A.M. Best Company. Copies of policies shall be provided when requested.

16.1.1 **Workers' Compensation and Employers Liability Insurance.** Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:

- \$ 1,000,000 each accident for bodily injury by accident
- \$ 1,000,000 policy limit for bodily injury by disease
- \$ 1,000,000 each employee for bodily injury by disease

A waiver of subrogation endorsement is required. If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to work on, next to, or above water, coverage shall be included for such injuries or claims.

16.1.2 **General Liability Insurance.** Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subcontractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) premises and operations;
- (2) products and completed operations;
- (3) contractual liability insuring the obligations assumed by Subcontractor in this Agreement;
- (4) broad form property damage (including completed operations);
- (5) explosion, collapse and underground hazards;
- (6) personal injury liability;

Except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately to Subcontractor's work under this Agreement.

One of the following coverage forms is required:

- Comprehensive General Liability
- Commercial General Liability Occurrence

A "claims made" policy form is not acceptable without prior approval.

A "modified occurrence" policy is not acceptable.

16.2.1 If Subcontractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a combined single limit for bodily injury, property damage and personal injury liability of: \$2,000,000 each occurrence, \$2,000,000 aggregate.

16.2.2 If Subcontractor carries an Occurrence form Commercial General Liability policy, the limits of liability shall be not less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for personal injury liability
- \$2,000,000 aggregate for products-completed operations
- \$2,000,000 general aggregate per project

The policy must have an endorsement providing that the general aggregate limit applied separately to this project.

- 16.2.3 Certificates of Insurance.** Certificates of Insurance, as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any work is commenced by Subcontractor at jobsite. The Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty days (30) prior written notice to Contractor. Certificates including additional insured endorsement shall be furnished for two (2) years following completion of the project.
- 16.3 Automobile Liability Insurance.** Subcontractor shall carry Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
- 16.4 Additional Insured Endorsement.** The Bodily Injury and Property Damage Liability policies shall include a provision or endorsement naming both the **Owner** and **Contractor** and their officers and employees as additional insureds with respect to liabilities arising out of Subcontractor's performance of the work under this Contract, and providing that such insurance is **primary insurance** with respect to the interest of the Contractor and that any other insurance maintained by the Contractor and Owner is excess and not contributing insurance with the insurance requirement hereunder. The additional insured endorsement shall provide coverage at least as broad as Additional Insured (Form B) endorsement form CG 20 10 11 85 as published by the Insurance Services Office (ISO).
- 16.5 Aircraft Insurance.** If the Subcontractor or their Subcontractors use any owned, leased, chartered or hired aircraft of any type (including helicopters) in the performance of this contract, they shall maintain Aircraft Liability insurance in an amount of not less than \$10,000,000 per occurrence including Passenger Liability. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of work.
- 16.6 Insurance Requirements for Sub-subcontractors.** The Subcontractor shall ensure that all tiers of their Subcontractors shall procure and maintain insurance in like form and amounts including the Additional Insured requirements, all as set forth above. Copies of the certificate must be provided prior to the sub-subcontractors entering the jobsite.
- 16.7 Professional Liability Insurance.** A \$1,000,000 Professional Liability insurance policy may be required if Subcontractor or their subcontractor provides design or design/build services to the project. Professional Liability insurance in an amount not less than \$1,000,000 and in forms acceptable to the Contractor shall be carried if requested by contractor. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of work.
- 16.8 Builders' Risk Insurance.** Subcontractors shall insure, through an installation Floater form of policy, secure and protect their work and materials while in transit to jobsite, or in storage, from damages until final acceptance by the Owner. All deductibles shall be the responsibility of Subcontractor. All Contractors waive their rights of subrogation as pertains to the proceeds of any Builders' Risk insurance policy carried by contractor or owner.
- 16.9 Pollution Liability.** If Subcontractors or their Subcontractors are required to perform remedial hazardous material operations such as asbestos containing materials, containing soil, etc., they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$1,000,000 aggregate for bodily injury, personal injury and property damage, naming Contractor as additional insured.
- If Subcontractor or their subcontractors haul hazardous waste they must carry Automobile Liability insurance with \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles and include MCS 90.
- 16.10 Acceptance of Subcontractor Insurance.** 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 the duties and responsibilities by said Subcontractor in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

I acknowledge that our company can comply with the insurance requirements listed in this attachment.

Signed

Printed Name

Date