

Subcontractor's Qualification Form

Return all completed forms to
Info@BrisaBuilders.com

COMPANY NAME: _____ Corporation _____ PHONE #: _____
 CONTACT: _____ Partnership _____ FAX#: _____
 ADDRESS: _____ Individual _____ EMAIL: _____
 _____ Other _____ FED ID # OR SS#: _____

1. ORGANIZATION

1.1 How many years has your company been in business as a Subcontractor? _____

1.2 Number of employees in your company: _____

1.3 Number of employees in your office: _____

1.4 Do you employ a full time bookkeeper? _____

Name _____ Email _____

1.3 Is your company certified in any of the categories below? If yes, please attach copies of any certifications

MBE () No () Yes Certified by: _____ Date: _____

WBE () No () Yes Certified by: _____ Date: _____

LBE () No () Yes Certified by: _____ Date: _____

SCA Approved () No () Yes Certified by: _____ Date: _____

SCA Mentor () No () Yes Certified by: _____ Date: _____

Section 3 () No () Yes Certified by: _____ Date: _____

SDVOB No Yes Certified by: _____ Date: _____

1.4 Union Affiliation: (check one)

() Union If yes, enter local(s) _____

() Non-Union

1.5 LIST ALL OWNERS AND OFFICERS OF COMPANY:

NAME	TITLE	% OWNERSHIP	CONTACT INFORMATION

2. LICENSING

2.1 Is your company licensed to perform any trade work () Yes () No

If yes list license type _____ and number _____

3. EXPERIENCE

3.1 Check the type of work your company performs and indicate number of craftsmen you employ for each trade

General Construction _____	() Concrete _____	() Doors _____
() Scaffolding _____	() Masonry _____	() Painting _____
() Asbestos/Lead Abatement _____	() Ornamental Metal _____	() Drywall _____
() Chain Link Fence _____	() Structural Steel _____	() Elevator _____
() Paving _____	() Carpentry _____	() Plumbing/Sprinkler _____
() Demolition _____	() Waterproofing/Roofing _____	() HVAC _____
() Ceramic Tile _____	() Windows _____	() Electrical _____
() Other _____ (Please specify)	() Other _____ (Please specify)	() Other _____ (Please specify)

3.2 Has your firm or any affiliate firm ever:

- A. Been under investigation for or found in violation of any labor laws? () No () Yes
- B. Had any employees file any complaint against it related to prevailing wages? () No () Yes
- C. Been disbarred by any Federal, State or Local agency or Authority? () No () Yes
- D. Been suspended, disqualified or barred from bidding? () No () Yes
- E. Ever failed to complete any work awarded to it? () No () Yes

If yes to any of the above, include detailed explanation (use additional sheet(s) if necessary):

3.3 Within the past five years, has your firm or any affiliate firm:

- A. Worked on a project with a third party labor monitor involved? () No () Yes
- B. Been cited for OSHA or other safety violation? () No () Yes
- C. Been defaulted on any contract? () No () Yes
- D. Been denied an award of a contract for any reason? () No () Yes
- E. Been served with a lien? () No () Yes

If yes to any of the above, include detailed explanation (use additional sheet(s) if necessary):

3.4 On the attached sheet, list at least 4 construction projects your company has underway or completed within the last 3 years, giving the name of the project, location, type of work, project size and references:

PROJECT NAME	YOUR COMPANY ROLE	ADDRESS	TYPE OF WORK	YOUR CONTRACT AMOUNT	PREV. OR NON PREV. WAGE?	COMPLETION DATE	NAME OF OWNER OR GENERAL CONTRACTOR	CONTRACT REFERENCE (NAME AND PHONE #)
1)	GENERAL CONTRACTOR <input type="checkbox"/> SUBCONTRATOR <input type="checkbox"/>							
2)	GENERAL CONTRACTOR <input type="checkbox"/> SUBCONTRATOR <input type="checkbox"/>							
3)	GENERAL CONTRACTOR <input type="checkbox"/> SUBCONTRATOR <input type="checkbox"/>							
4)	GENERAL CONTRACTOR <input type="checkbox"/> SUBCONTRATOR <input type="checkbox"/>							

3.5 List government agencies along with a contact name and phone number that your company has been approved and performed work for as a prime contractor or subcontractor.

- 1) _____ Contact: _____ Phone #: _____
2) _____ Contact: _____ Phone #: _____

4. REFERENCES

List a minimum of two references in each category and the names and phone numbers of contacts.

4.1 Suppliers:

- 1) _____ Contact: _____ Phone #: _____
2) _____ Contact: _____ Phone #: _____

4.2 Bank Reference:

- 1) _____ Contact: _____ Phone #: _____
2) _____ Contact: _____ Phone #: _____

4.3 General Contractors:

- 1) _____ Contact: _____ Phone #: _____
2) _____ Contact: _____ Phone #: _____

4.4 Owners/Architects:

- 1) _____ Contact: _____ Phone #: _____
2) _____ Contact: _____ Phone #: _____

4.5 Is the company currently bonded? () Yes () No

If yes please provide the information below along with written confirmation from your bonding company:

Name of bonding company: _____

Name and address of agent: _____

Total aggregate bonding line: _____

Single project bonding limit: _____

If you are unable to provide a bond, you will be required to sign a personal guaranty if awarded a subcontract.

4.6 Does your company have any available credit line with a lending institution? () No () Yes

If yes, what is the amount: \$ _____

4.7 Aggregate volume of work performed during the past 3 fiscal years:

YEAR	AMOUNT
_____	_____
_____	_____
_____	_____

Please attached a copy of the company's most recent annual financial statement.

4.8 INSURANCES

Please provide:

- (a) a COMPLETE copy of your company general liability insurance policy**
- (b) a COMPLETE copy of your company automobile insurance policy**
- (c) a COMPLETE copy of your company umbrella/excess policy**
- (d) A sample insurance certificate (ACORD 25) from a current project**
- (e) A copy of your current company Workers' Compensation Insurance Certificate**

Insurance Reference Guidelines and Requirements are attached.

5. SIGNATURE

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Signature: _____ Date: _____

Name of Organization: _____

Please print name and title of Principal/Officer furnishing information and signing above:

Name _____
Title

Sworn to before me this _____ day of _____, _____

Notary Public

EXHIBIT A

Insurance Requirements

Please Initial Each Page of Exhibit A

In this Exhibit A, the phrase "General Contractor" (GC) refers to the General Contractor named on Page 1 of the contract between the General Contractor and Sub-Contractor.

Sub-Contractor shall provide insurance as follows:

I. Workers Compensation and Employers Liability

- a. Limits
 - Part A - Per Statute
 - Part B - \$1,000,000 Each Accident
 - \$1,000,000 Disease - Each Employee
 - \$1,000,000 Disease - Policy Limit
- b. Policy shall schedule all states where the work is being performed under Item 3A.
- c. Policy shall include coverage for all Proprietors, Partners, Executive Officers, and Members.
- d. Policy shall include a waiver of subrogation in favor all parties listed in Schedule A below.

2. Commercial General Liability

- a. Policy shall provide the following limits at a minimum:
 - \$3,000,000 Each Occurrence (Bodily Injury & Property Damage)
 - \$3,000,000 Personal & Advertising Injury
 - \$4,000,000 General Aggregate
 - \$4,000,000 Products and Completed Operations Aggregate
- b. **Specific Trades ONLY: Demolition, Excavation, Foundation, and Scaffolding**
Policy shall provide the following limits at a minimum:
 - \$6,000,000 Each Occurrence (Bodily Injury & Property Damage)
 - \$6,000,000 Personal & Advertising Injury
 - \$7,000,000 General Aggregate
 - \$7,000,000 Products and Completed Operations Aggregate
- c. Limits can be achieved through a combination of primary Commercial General Liability and Excess/Umbrella Liability
- d. General Liability Policy - General Aggregate shall apply Per Project.
- e. General Liability Policy - Policy Aggregate ("General Aggregate Cap") shall not be less than \$5,000,000.
- f. Policy shall be written on an occurrence based ISO Form CG 00 01 or equivalent.
- g. Policy shall provide blanket Contractual Liability that applies to all written contracts.

- h. Policy shall provide ISO Form CG 20 10 - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization or the equivalent. The endorsement shall include blanket manuscript language ("where required by a written contract") and apply to all parties listed in Schedule A below as Additional Insured for Ongoing Operations.
- i. Policy shall provide ISO F01m CG 20 37 - Additional Insured - Owners, Lessees or Contractors - Completed Operations or the equivalent. The endorsement shall include blanket manuscript language ("where required by a written contract") and apply to all parties listed in Schedule A below as Additional Insured for Completed Operations.
- J. Policy shall provide ISO F01m CG 20 0J - Primary and Noncontributory - Other Insurance Condition or equivalent. The Contractor's policy shall apply primary to the Additional Insured's policies and shall not call upon the Additional Insured's policies to contribute to any claims.
- k. Policy shall provide ISO Form CG 24 04 - Waiver of Transfer of Rights of Recovery Against Others to Us or equivalent. The endorsement shall include blanket manuscript language ("where required by a written contract") and apply to all parties listed under Schedule A below.
- I. Policy shall not contain any non-standard exclusions or restrictions as respects to the work being performed by or on behalf of the Contractor, including but not limited to the following:
 - Bodily Injury to Employees or Employees of Subcontractors or Independent Contractors Exclusion ("New York Labor Law 240//24 1") ("Action Over")
 - Employer's Liability Exclusion with the exception for an insured contract removed (This exclusion does not apply to liability assumed by the insured under an "insured contract")
 - Subcontractor or Independent Contractor Exclusion
 - Subcontractor or Independent Contractor Warranty That Voids or Restricts Coverage if Conditions are Not Met ("Hard Hammer")
 - Residential Exclusion or Restriction (as Respects to Rental Apartment Buildings)
 - Height Exclusion or Restriction
 - Designated Location Exclusion which applies to the location where the work is being performed ("New York City Five (5) Boroughs") ("New York State")
 - Designated Operations Exclusion which applies to the type of work being performed under this contract
 - Classification Exclusion
 - Leased, Temporary, Casual, Volunteer, or Seasonal Employee Exclusion
 - Subsidence or Earth Movement Exclusion
 - Explosion, Collapse, and Underground Exclusion ("XCU")
 - Cross Liability Exclusion other than "Named Insured" vs. "Named Insured"

3. Commercial Automobile Liability

- a. \$3,000,000 Combined Single Limit
- b. Limits can be achieved through a combination of primary Commercial Automobile Liability and Excess/Umbrella Liability
- c. Policy shall cover all owned, non-owned, and hired vehicles.
- d. Policy shall include all parties listed under Schedule A below as additional insured.
- e. Policy shall include a waiver of subrogation in favor of all parties listed under Schedule A below.

4. Excess / Umbrella Liability

- a. Policy shall be as broad as the underlining policies.
- b. Policy shall provide Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization or the equivalent or follow the underlying General Liability policy form. The endorsement shall include blanket manuscript language ("where required by a written contract") and apply to all parties listed in Schedule A below as Additional Insured for Ongoing Operations.
- c. Policy shall provide Additional Insured - Owners, Lessees or Contractors - Completed Operations or the equivalent or follow the underlying General Liability policy form. The endorsement shall include blanket manuscript language ("where required by a written contract") and apply to all parties listed in Schedule A below as Additional Insured for Completed Operations.
- d. Policy shall apply on a primary and noncontributory basis. The Contractor's policy shall apply primary to the Additional Insured's policies and shall not call upon the Additional Insured's policies to contribute to any claims.
- e. Policy shall provide a waiver of subrogation. The endorsement shall include blanket manuscript language ("where required by a written contract") and apply to all parties listed in Schedule A below.

- 5. A copy of Sub-Contractor's current insurance policy at the time of contract signing for review and acceptance. If a Sub-Contractor fails to provide a copy of an acceptable insurance policy to the General Contractor, the Sub-Contractor will not be entitled to collect any payments on their contract until an acceptable insurance policy is provided. If an action shall commence against General Contractor/Owner, the Sub- Contractor will be back charged the General Contractor's deductible, in the amount of ten thousand (\$10,000) dollars per occurrence. However, if Sub-Contractor has failed to submit an acceptable insurance policy to the General Contractor, pursuant to the above insurance compliance guidelines; the back charged deductible amount automatically increases to twenty-five thousand (\$25,000) dollars per occurrence. In addition, if Sub-Contractor fails to provide the required limits per the Trade Classifications listed in Paragraph 2 of this Exhibit A Insurance Rider; the back charged deductible amount could increase up to one hundred and thousand (\$100,000) dollars per occurrence.
- 6. All insurance carriers must: (i) be licensed in the State where the Project is located; and (ii) be rated at least A- Very Good by A.M. Best.

7. The Sub-Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against loss of owned, burrowed, or rented capital equipment and tools, including any tools owned by employees, and any tools, equipment, staging, towers, and forms owned, burrowed or rented by Sub-Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Sub-Contractor. Failure of the Sub-Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate all entities on attached listing, THEIR EMPLOYEES AND MEMBERS; or their agents and employees or any other entity as required in the General Contract Agreement or otherwise to be named as an additional insured for any losses, all entities on attached listing, THEIR EMPLOYEES AND MEMBERS; or their agents and employees or any other entity as required in the General Contract Agreement or otherwise, shall have no such liability. The property insurance shall include a Waiver of Subrogation in favor of all parties required to be named as additional insureds under the Contract.
8. Should the Sub-Contractor engage a Sub sub-contractor, the same conditions applicable to the Sub-Contractor under these Insurance Requirements shall apply to each Sub's sub-contractor.
9. The Sub-Contractor agrees to participate in a third party insurance vetting program (i.e DocuTrax) and will provide and upload any requested insurance certificates, policies, endorsements or any additional documentation required for the third party insurance vetting vendor to properly review their insurance Policy.
10. **Certificates of Insurance:** Contractor shall provide certificates of insurance and policies acceptable to Owner evidencing compliance with the requirements in this EXHIBIT A at the following times; (1) prior to the commencement of the Work; (2) upon renewal or replacement of each policy of insurance; (3) with final application for payment; and (4) upon the Owner's written request.
 - a. Descriptions of Operations shall contain the following:
 - b. Certificate Holder shall be addressed to;
Brisa Builders Corp.
2009 Flatbush Avenue
Brooklyn, NY 11234