



SUBCONTRACTOR PRE-QUALIFICATION FORM

INSTRUCTIONS: Please fill out all information requested and return via email to prequal@rileycon.com or mail to Riley Construction 5301 99th Avenue, Kenosha, WI 53144-7870, Attention: Subcontractor Prequalification

Company Name			
Federal Identification No.			
Corporate Headquarters Information	Address		
	City	State	Zip Code
	Corporate Phone		Website
	Contact Name ¹		
	Contact Phone		Contact Fax
	Contact Email		
	Company Type <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> DBA <input type="checkbox"/> Individual		
If company is a subsidiary, list Parent Company name:			
Year business was established:			
List Company Officers:	Chairman _____		
	President(s) _____		
	Vice President(s) _____		

	Secretary _____		
	Treasurer _____		
OWNERSHIP TYPE (Check ALL That Apply)			
<i>Include a copy of all certifications relative to the ownership type(s) indicated.</i>			
MBE - Minority Owned Business Enterprise		WBE - Women Owned Business Enterprise	
BUSINESS TYPE			
List the trade work your company performs:			
Total Number of Employees:		Office:	Shop: Field:
Are you directly or indirectly signatory to any labor union agreements: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, which unions:			

¹ This should be the person to contact for questions regarding this pre-qualification form.



SUBCONTRACTOR PRE-QUALIFICATION FORM

FINANCIAL

Annual sales volume for the last three (3) years:

Year	Sales	Year	Sales	Year	Sales
2010	\$	2009	\$	2008	\$

Largest single contract awarded in the last three (3) years: \$

Description:

Current backlog: \$

PLEASE ATTACH 2010 and 2009 FINANCIAL STATEMENTS (At a minimum, include Balance Sheets and Opinion Letter from Accountant).

BANKING

Bank Name

Bank Address

City	State	Zip
------	-------	-----

Contact Name

Contact Phone

Does your company have a line of credit? Secured Unsecured None

If Yes, what is the amount of the line of credit? \$

Amount of available line of credit? \$

BONDING

Is your company bondable? Yes No

If Yes, bonding company name:

Contact Name:

Contact Phone:

ATTACH A LETTER FROM YOUR SURETY STATING TOTAL AND PER PROJECT BONDING CAPACITY.

LEGAL

Has your Organization ever failed to complete any work awarded to it? Yes No
(If Yes, attach explanation)

Are there any Judgments, Claims, Arbitration Proceedings or Suits pending or outstanding against Your Organization or its Officers? Yes No
(If Yes, attach explanation)

Has your Organization filed any Lawsuits or requested Arbitration with regard to Construction Contracts within the last five (5) years? Yes No
(If Yes, attach explanation)

Has your Organization or Its Principals ever filed for Bankruptcy? Yes No
(If Yes, attach explanation)



SUBCONTRACTOR PRE-QUALIFICATION FORM

INSURANCE

Please read Exhibit A in its entirety.

Does your company currently maintain insurance that meets Riley Construction's requirements? Yes No

Please provide copies of the following with the completed Subcontractor's Pre-Qualification Form:

- Documentation to support Company's Experience Modification Factor (EMR) for the past three years

SAFETY PROGRAM

Information on the highest ranking safety/health professional in the company:

Name	Telephone
Title	Fax
E-Mail Address	Cell

A. Do you have a written Safety Program available for review? Yes No

B. Have you received any regulatory (EPA, OSHA, etc.) citations in the last three years? Yes No
If yes, please attach copies.

Please provide copies of the following with the completed Subcontractor's Pre-Qualification Form:

- OSHA 300 LOGS (Past 3 Years)

REFERENCES

Three (3) client References are required. Please fill out the following section:

Company	Contact	Phone

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

Completed by: _____
(Print or Type)

(Signature)

Title: _____

Date Completed: _____

Attachments:

- Financial Statements (2 years)
(Balance Sheets and Opinion Letter)

- Explanations, if necessary

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.



SUBCONTRACTOR PRE-QUALIFICATION FORM

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
\$ 100,000 disease - each employee
 - b) Illinois: \$ 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 and 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 \$1,000,000.00 per claim
 - General Aggregate of \$1,000,000.00 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 0704 and CG2037 0704 or equivalent. Waiver of subrogation applies in favor of the additional insured's for general liability, and form WC000313 for worker's compensation (See attached sample certificate)
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.