

SUBCONTRACTOR PREQUALIFICATION STATEMENT

SUBMITTED BY: Name: _____ **Company Structure:**
Address: _____ Corporation () Type _____
_____ Partnership ()
Phone: _____ Fax: _____ Individual ()
Name of Principal: _____
Type of Contractor: _____ DBE ()
Contractor's State License #: _____ State _____ MBE ()
Add'l State Licenses #: _____ State _____ VBE ()
_____ State _____ WBE ()
_____ State _____ Type of Work
Federal I.D. # (EIN): _____ Performed:
Sales Tax #: _____ State _____ (by CSI code)

BANK REFERENCE: (Name, Address and Phone #) _____

BONDING COMPANY: (Name, Address and Phone #) _____

INSURANCE COMPANY: (Name, Address and Phone #) _____

WORK HISTORY: PROJECTS PRESENTLY IN PROGRESS (Include name, address, phone # of owner or general contractor, contract amount, and contact person). Use an attachment if necessary.

PROJECTS COMPLETED IN PAST TWO YEARS: (Include name, address, phone # of owner or general contractor, contract amount, and contact person). Use an attachment if necessary.

TRADE REFERENCES:	Company Name	Phone #
	_____	_____
	_____	_____
	_____	_____
	_____	_____

EXHIBIT C
SUBCONTRACTOR INSURANCE REQUIREMENTS

PACIFIC WEST BUILDERS, INC.
13 12TH Avenue South – Nampa, ID 83651
Phone: 208/461-0022 FAX: 208/461-0033

PLEASE FORWARD TO YOU INSURANCE AGENT/S

SUBCONTRACTOR SHALL MAINTAIN INSURANCE WITH COVERAGE AND MINIMUM LIMITS OF LIABILITY AS REQUIRED BY THE CONTRACT DOCUMENTS BUT NOT LESS THAN COVERAGE AND LIMITS OF LIABILITY AS FOLLOWS:

(A) **WORKERS' COMPENSATION**, including Occupational Disease Insurance, meeting the statutory requirements of the State in which work is to be performed, together with a Broad Form All States Endorsement and containing Employers' Liability Insurance in an amount of not less than \$100,000.00 (or such higher minimum limits as required by State of Contract Documents).

(B) **COMMERCIAL GENERAL LIABILITY INSURANCE** providing combined single limits of liability in the following amounts, with aggregates applying on a "per project" basis:

General Aggregate Limit:	\$2,000,000.00
Products – Completed Operations Limit:	\$2,000,000.00
Personal Injury Limit:	\$1,000,000.00
Per Occurrence Limit:	\$1,000,000.00

Coverage shall include **X, C, U HAZARDS** and shall include this Subcontract as an "Insured Contract" in the policy definitions. The Policy CANNOT be "Claims Made" type. Products-Completed Operations coverage shall be maintained for three (3) years following project completion.

(C) **COMPREHENSIVE AUTOMOBILE LIABILITY** on "occurrence" basis covering all owned, non-owned and hired vehicles with limits of liability not less than \$1,000,000 per occurrence.

(D) **INSURANCE CERTIFICATES SHALL BE ON FORMS APPROVED BY CONTRACTOR AND:**

- (1) ALL INSURANCE EXCEPT WORKERS COMPENSATION, SHALL INCLUDE PACIFIC WEST BUILDERS, INC. (AND THE OWNER AND OTHERS AS REQUIRED BY CONTRACT DOCUMENTS) AS ADDITIONAL INSURED AND SHALL NOT BE LIMITED IN ANY WAY (E.G., NOT JUST FOR "GENERAL SUPERVISION") AS TO ADDITIONAL INSURED; AND
- (2) SHALL BE DELIVERED TO K2 CONSTRUCTION, INC. WITH A COPY OF THE ADDITIONAL INSURED ENDORSEMENT; AND
- (3) SHALL IDENTIFY THE SPECIFIC PROJECT; AND
- (4) SHALL CONTAIN A CANCELLATION CLAUSE STATING COVERAGE WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO EXPIRE WITHOUT THIRTY (3) DAYS WRITTEN NOTICE TO PACIFIC WEST BUILDERS, INC. SUCH NOTICE REQUIREMENT SHALL STATE THAT INSURER "WILL MAIL" NOT "WILL ENDEAVOR" TO MAIL; AND
- (5) SHALL STATE THAT ALL POLICIES ARE PRIMARY INSURANCE AND ARE NOT CONTRIBUTORY WITH OTHER INSURANCE AVAILABLE TO PACIFIC WEST BUILDERS, INC.

SUBCONTRACTOR SHALL NOT COMMENCE WORK UNTIL SUCH CERTIFICATES OF INSURANCE ARE DELIVERED TO PACIFIC WEST BUILDERS, INC., PROVING THAT THE POLICIES ARE IN FULL FORCE AND EFFECT.

(E) Equivalent insurance coverage must be obtained from each of your subcontractors and suppliers, if any before permitting them on the site of the project; otherwise, their protection must be included in your insurance policies.

(F) It is understood and agreed that the insurance coverages and limits required above shall not limit the extent of the Subcontractor's responsibilities and liabilities specified within the Contract Documents or by law.

(G) Contractor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with the Owner. Should the Subcontractor use such items, the Subcontractor agrees to insure against either any claims of injury or damage caused by items while in its care, custody or control naming Pacific West Builders, Inc, as an insured party. Liability limits shall be the same as in (b) above. Physical Damage Insurance against damage to the items themselves shall be on a "Replacement Cost" basis and waiving subrogation against Pacific West Builders, Inc.

(H) Pacific West Builders, Inc. is authorized to withhold payments to the Subcontractor until a property executed Certificate of Insurance/s providing insurance/s as required herein are received by Pacific West Builders, Inc.

(I) As provided by the Contract Documents, Pacific West Builders, Inc., or the Owner may provide Builder's Risk Insurance coverings subcontractor's and sub-subcontractor's materials and supplies that are to be incorporated into the permanent improvements of the Project. Such insurance will not provide coverage for Subcontractor's tools, equipment or other property that does not become a part of the permanent improvements. Subcontractor shall be responsible to pay any deductible under Builder's Risk Insurance for losses caused by acts, omissions or operations of Subcontractor or its sub-subcontractors or suppliers.