SUBCONTRACTOR PREQUALIFICATION 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 Work Performed
Street Address			Phone Number
City/State/Zip	Principal Contact		Email Address
Year Business was Established	States We Do Work In	☐ Union ☐ Non-Union	Current Number of Employees
Qualified Minority Business? ☐ MBE ☐ WBE ☐ DBE			

Safety

List your Company's # of Injuries/Illnesses from your OSHA 300 Logs as follows:	Last Year	1st Prior Year	2nd Prior Year
Experience Modification Rate (EMR) for past three years (attach letter from Insurance Agency).			
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 attach OSHA 300 logs for the last three years.			

Schedule

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

Financial Information

	Last Year	1st Prior Year	2nd Prior Year
Gross Revenue ($)			
What is your backlog as of today (attach copy of Work in Progress): $_____			
Please attach your firm's current balance sheet prepared by a 3rd party if the proposed contract value is greater than $250,000. If typical contracts are less than $250,000, in lieu of balance sheet, a current Surety Letter is acceptable (see page 2).			

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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?		
Has your firm ever filed bankruptcy?		
Has your firm filed any lawsuits or requested arbitration or mediation with regard to construction contracts within the last three (3) years?		
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.		

Insurance & Bonding

Please read Exhibit A in its entirety.		
Does your company currently maintain insurance that meets Riley Construction's requirements?	☐ Yes	☐ No

Please provide the following bonding information AND PROVIDE CURRENT LETTER FROM YOUR SURETY:					
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 references. (Bank, Supplier, Customer, etc.)		
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number
Company Name	Contact	Phone Number

If company has a line of credit, provide borrowing capacity and amount currently outstanding (provide letter from your bank).

I hereby certify that the information submitted herein, including all required 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.

SUBCONTRACTOR PREQUALIFICATION FORM

For Office Use Only

Risk Evaluation

Additional information that should be taken into consideration:

Override Approval
(Any subcontract greater than the approval limit must be approved by the Chairman or President.)

☐ **Committee Approval**:

Controller	*Risk Manager*
Date	*Date*

Please note any special requirements: _____

☐ **Disapproved**:

Reason for Disapproval: _____

☐ **Disapproval Overruled**:

Chairman or President	*Date*

RILEY CONSTRUCTION

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 & 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. 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 limits of liability of $1,000,000.00 per claim and aggregate.
      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**
All insurance carriers are subject to the reasonable approval of Riley Construction Co.

I. **"Flow Down Language" Insurance Requirements**

1. Insurance requirements established by the Owner shall also apply to Riley's Exhibit "A" insurance requirements.

2. 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.

J. **Building Information Modelling "BIM"**

This information is being updated solely for the use of Riley Construction Company, Inc. and may contain inaccuracies. Riley Construction Company, Inc. makes no representation regarding the accuracy, adequacy, completeness, legality, reliability or usefulness of the information contained within these files. Information contained within these files does not override or replace, nor is it intended to override or replace, any requirements under the contract documents, original drawings and specifications, the prime contract, or the subcontracts. Use of, and reliance on, any information contained within these files is done entirely at the user's risk. Riley Construction Company, Inc. takes no responsibility for accuracy or completeness of this information and shall not be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information.

User's agrees to defend, indemnify, and hold harmless Riley Construction Company, Inc., it's officers, and employees from all claims and expenses, including attorney's fees, arising from your use of the information.