BENCHMARK
GENERAL CONTRACTORS

VENDOR / SUBCONTRACTOR PREQUALIFICATION & SETUP FORM

Completion of this form is required for all vendors and subcontractors prior to bidding, contract execution, or commencement of work.

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1. COMPANY INFORMATION

Legal Company Name: _____

DBA (if applicable): _____

Business Address: _____
City: _____ State: _____ Zip: _____

Mailing Address (if different): _____

Primary Contact Name: _____
Title: _____

Phone: _____ **Email:** _____

Accounts Payable Contact: _____
AP Email: _____ **AP Phone:** _____

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2. BUSINESS & LICENSING INFORMATION

Federal Tax ID (EIN): _____ **ATTACH W-9**

Business Structure:
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor

State(s) Licensed In: _____

License Type & Number(s):

License Expiration Date(s): _____

☐ Copy of all applicable licenses attached

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3. SCOPE OF WORK

Primary Trade / Services Provided:
☐ Concrete ☐ Framing ☐ Electrical ☐ Plumbing ☐ Mechanical

☐ Roofing ☐ Drywall ☐ Flooring ☐ Finishes ☐ Site / Civil
☐ Design / Engineering ☐ Other: _____

Percentage of Work Self-Performed: _____

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4. EXPERIENCE & REFERENCES

Years in Business: _____

Brief Description of Experience:

Three References (required):

1. Company: _____ Contact: _____
   Phone: _____ Email: _____
2. Company: _____ Contact: _____
   Phone: _____ Email: _____
3. Company: _____ Contact: _____
   Phone: _____ Email: _____

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5. SAFETY & COMPLIANCE

EMR (Experience Modification Rate): _____

OSHA Citations in Last 3 Years:
☐ No ☐ Yes (explain): _____

Safety Program:
☐ Written Safety Program (attach copy)
☐ Toolbox Talks
☐ Jobsite Safety Meetings

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6. INSURANCE REQUIREMENTS

A. General

All insurance policies shall remain in full force and effect throughout the duration of the Contract. **Trade Partner shall not commence work** until all required Certificates of Insurance and endorsements have been submitted to and approved by Contractor.

Insurance shall comply with the Contract Documents and Prime Contract. In no event shall coverage be less than the following.

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1. Workers' Compensation Insurance

- Coverage A: Statutory Benefits
- Coverage B: Employer's Liability
    - Bodily Injury by Accident: **$1,000,000 each accident**
    - Bodily Injury by Disease: **$1,000,000 policy limit**
    - Bodily Injury by Disease: **$1,000,000 each employee**

Required Endorsements:

- Waiver of Subrogation
- U.S. Longshore and Harbor Workers' Compensation Act Endorsement, where applicable

See attached forms for Employee Leasing Companies or Exemptions

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2. Commercial Automobile Liability Insurance

- Limit: **$1,000,000 each accident**, combined BI and PD
- Coverage for **Any Auto** or **All Owned, Scheduled, Hired, and Non-Owned Autos**

Additional Requirements:

- Contractor and Owner named as Additional Insureds
- Pollution Liability coverage required if hauling hazardous materials
- Motor Carrier Act Endorsement (MCS-90) when applicable

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3. Commercial General Liability Insurance

(Occurrence Form Only)

- Each Occurrence: **$1,000,000**
- Personal / Advertising Injury: **$1,000,000**
- Products / Completed Operations Aggregate: **$2,000,000**
- General Aggregate (per project): **$2,000,000**

- Maximum Deductible: **$25,000**

Required Coverage and Endorsements:

a. Premises and Operations with no XCU exclusions
   b. Products and Completed Operations
   c. Blanket contractual liability covering all indemnity obligations
   d. Broad Form Property Damage, including completed operations
   e. Additional Insured status for Contractor, Owner, and others, for ongoing and completed operations through Florida statute of repose
   f. Primary and non-contributory wording
   g. Occurrence form only
   h. General aggregate limits on a per-project basis
   i. Waiver of Subrogation
b. DEDUCTIBLE MUST BE LISTED

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4. Excess / Umbrella Liability Insurance MINIMUM

- Each Occurrence: **$1,000,000**
- Aggregate: **$1,000,000**

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5. Errors & Omissions (Professional Liability) If Applicable

(Required when design or engineering services are provided)

- Limit: **$1,000,000 per claim**
- Must be maintained for **five (5) years** after project completion
- Retroactive date prior to commencement of professional services

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6. Pollution Legal Liability Insurance

- Limit: **$1,000,000 per occurrence or per claim**

No mold, fungi, bacteria, or water intrusion exclusions permitted when scope includes water protection or containment. If claims-made, a **five-year extended reporting period** is required.

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7. Other Insurance Requirements

a. Thirty (30) days written notice of cancellation or modification
b. Deductibles and SIRs are Subcontractor's responsibility
c. Insurers rated **A-VII or better** by AM Best
d. Certificates and endorsements required **prior to site access**
e. Contractor may require higher limits based on risk
f. Subcontractor responsible for all rented equipment
g. EIFS work must not be excluded from coverage

B. Waiver of Subrogation – Property Damage

Contractor and Subcontractor waive all rights against each other, Owner, Architect/Engineer, and other subcontractors for damages covered by Builder's Risk or property insurance, except rights to proceeds. Deductibles shall be borne by the benefiting party.

C. FORMS SCHEDULE

A complete schedule of all forms that are part of your policy is required to enable a complete review of your policy.

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7. Bonding Information

Surety Company:_____

Bond Rate:_____

Single Job Capacity:_____
Aggregate Capacity:_____

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8. CERTIFICATION & ACKNOWLEDGMENT

The undersigned certifies that all information provided is true and complete and acknowledges that compliance with all licensing, safety, insurance, and contractual requirements is mandatory.

Authorized Representative Name: _____

Title: _____

Signature: _____ **Date:** _____

[Sample Only] Please note Insurance limits and risk transfer must be written on an executed contract or it will Not be activated in a claim. Please review your contract.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 00/00/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Agency Contact Name
Agency Name Agency Address Agency Phone Number	PHONE (A/C, No, Ext): 000-000-0000 FAX (A/C, No): 000-000-0000 E-MAIL ADDRESS: XXXX@XXXX.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Name of Insurance Company	00000
INSURER B : Name of Insurance Company	00000
INSURER C : Name of Insurance Company	00000
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Named Insured [all listed on contract]
Named Insured Mailing Address

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	12345	00/01/20XX	00/01/20XX	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	12345	01/01/20XX	01/01/20XX	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X		12345	01/01/20XX	01/01/20XX	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	54321	01/01/20XX	01/01/20XX	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
B	Pollution			4567	01/01/20XX	01/01/20XX	$1,000,000	
B	Professional			6543	01/01/20XX	01/01/20XX	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

[List all entities required per the contract. Attach all endorsements including the per project aggregate.]
The Certificate Holder(s),[enter all name(s)] are named as additional insured with regards to the General Liability and Auto Liability on a primary non-contributory basis, including Ongoing and Completed Operations on the General Liability, per form number(s) _____[attach]. A waiver of subrogation in favor of the Certificate Holder(s) in regards to the General Liability, Auto Liability and Employers Liability per (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Agent signature

DESCRIPTIONS (Continued from Page 1)

form number(s) _____[attach]. The Umbrella follows form of the underlying General Liability, Auto Liability and Employers Liability. 30 day Notice of Cancellation and 10 day notice for non-payment apply, in favor of the Certificate Holder(s) per the endorsement(s) attached on all applicable policies.

SAMPLE FORMS/ENDORSEMENTS PAGE

POLICY NUMBER:

EFF DATE: 09/06/18 EXP DATE: 09/06/19

G E N E R A L L I A B I L I T Y P O L I C Y
D E C L A R A T I O N S

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0109	11-85	KS & OK CHANGES - TRANSFER OF RIGHTS	
*CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE	
		APPLICATION OF ENDORSEMENT (LIMITATIONS):	
		NONE	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2294	10-01	EXCL-DMG TO WORK PERFORMED BY SUB	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7185	10-13	EXCLUSION - LEAD	
*CG7253	12-96	CONTRACTORS EXTENDED PROPERTY DAMAGE	
*CG7523.3	03-07	EXCL - EXT INSULATION/FINISH SYSTEMS	
*CG7578	06-17	GENERAL LIABILITY ELITE EXTENSION	
*IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0179	10-02	OKLAHOMA NOTICE	
*IL0236	09-07	OK CHANGES - CANCELLATION/NONRENEWAL	
*IL7028	05-15	ASBESTOS EXCLUSION	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7137	01-18	EXCL MIXED DUST PNEUMOCONIOSIS	
*IL7615	01-18	OKLAHOMA COMPANY ELIMINATION	
*IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	$ 7
*IL8384A	01-08	TERRORISM NOTICE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 09/13/18
FORM: IL7131A (ED. 04-01)

EXHIBIT A – SUBCONTRACTOR LEASED EMPLOYEE AGREEMENT AND CERTIFICATION

The undersigned SUBCONTRACTOR _____ ("SUBCONTRACTOR") acknowledges and understands that an employee leasing company provides its workers' compensation coverage. SUBCONTRACTOR further acknowledges and understands that its contract with the employee leasing company limits SUBCONTRACTOR's workers' compensation coverage to enrolled worksite employees only and does not cover un-enrolled worksite employees, day laborers, independent contractors, uninsured subcontractors, or casual labor exposure.

SUBCONTRACTOR hereby certifies that 100% of its workers are covered as enrolled worksite employees with the employee leasing company and further certifies that it does not hire any casual, day or uninsured labor outside the employee leasing arrangement. SUBCONTRACTOR agrees to notify _____("CLIENT"), and its affiliates and/or subsidiaries that it performs work for (collectively, "CLIENT"), in the event that SUBCONTRACTOR has ***any*** workers not covered by the employee leasing workers' compensation policy. In the event that SUBCONTRACTOR has such labor not subject to the employee leasing arrangement, SUBCONTRACTOR agrees to obtain a separate workers' compensation policy suitable to cover such workers. SUBCONTRACTOR further agrees to provide CLIENT with a certificate of insurance providing such workers' compensation coverage ***prior to*** any such workers or laborers working at any CLIENT jobsites.

SUBCONTRACTOR further agrees to notify CLIENT if SUBCONTRACTOR's co-employment relationship terminates with the employee leasing company. SUBCONTRACTOR acknowledges and understands that it is required to furnish CLIENT proof of replacement workers' compensation coverage prior to the termination of the leasing agreement.

Any notice or documentation required to be provided by SUBCONTRACTOR to CLIENT hereunder shall be delivered to the following, using either certified mail or a trackable physical delivery method to:

Client Name: _____

Attn: _____

Mailing Address: _____

_____

SUBCONTRACTOR hereby certifies that it has workers' compensation coverage for 100% of its workers and laborers through the leasing agreement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Contract: _____

SUBCONTRACTOR further agrees to notify CLIENT in the event that SUBCONTRACTOR changes its employee-leasing company set forth above. SUBCONTRACTOR recognizes that it has an obligation to supply an updated workers' compensation certificate to CLIENT to document any such change of carrier.

SUBCONTRACTOR agrees to indemnify, defend and hold harmless CLIENT from and against any claims, actions, losses or damages resulting from SUBCONTRACTOR's non-compliance with the terms of this Leased Employee Agreement and Certification.

Name of Subcontractor: _____

Signature (Owner/Officer): _____

Print Name (Owner/Officer): _____

Title: _____

Date: _____

EXHIBIT B – WORKERS' COMPENSATION EXEMPTION RELEASE

It is acknowledged that _____ ("EXEMPT INDIVIDUAL") of _____ ("SUBCONTRACTOR") has submitted to _____ ("CONTRACTOR") a confirmation of Workers' Compensation exemption status form or acknowledges SUBCONTRACTOR is automatically exempt from the Florida Workers Compensation 440 statute as a non-construction sole-proprietor. EXEMPT INDIVIDUAL and SUBCONTRACTOR, on behalf of itself and its officers, employees, agents, attorneys, parent and subsidiary entities, successors and assigns, does hereby release, acquit and forever discharge CONTRACTOR, its subsidiaries, officers, agents, employees, attorneys, successors and assigns from any and all liability for claims for workers' compensation benefits and all consequences thereto, relating to liability for bodily injury and/or illness.

Exemption Expiration Date: _____

Signature (Exempt Employee): _____

Print Name (Exempt Employee): _____

Name of Subcontractor: _____

Signature (Owner/Officer of Subcontractor): _____

Print Name (Owner/Officer of Subcontractor): _____

Title (Owner/Officer of Subcontractor): _____

Date: _____