



# QUALIFICATION FORM TENANT IMPROVEMENT CONTRACTORS, VENDORS, & SUPPLIERS

## GENERAL:

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_ Mobile: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

After Hours #: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Email: \_\_\_\_\_

Tax ID: \_\_\_\_\_ D & B #: \_\_\_\_\_

Minority Status: \_\_\_\_\_ Type: \_\_\_\_\_

HUB Status: \_\_\_\_\_ HUB Cert. #: \_\_\_\_\_

Scopes of Work Performed *(please include descriptions of what you self-perform and what you sub-out):*

\_\_\_\_\_  
\_\_\_\_\_

### **TYPE OF BUSINESS:**

If a CORPORATION,  
Year Co. was established: \_\_\_\_\_ # of years under present Ownership: \_\_\_\_\_

If a PARTNERSHIP,  
Date of Organization: \_\_\_\_\_ Type of Partnership:  General  Limited  Association

If a SUPPLIER,  
Year Co. was established: \_\_\_\_\_ # of years under present Ownership: \_\_\_\_\_

Have you ever done business under any other name?  Yes  No

If yes, list name(s): \_\_\_\_\_  
\_\_\_\_\_

## FINANCIAL:

**BANK REFERENCE** Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

P.O. Box: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Have you ever failed to complete any work awarded to your firm?  Yes  No

*If yes, list owner, project, description of work, and the circumstances involved on a separate sheet and attach to this form.*

Have you ever filed for bankruptcy?  Yes  No

**INSURANCE:**

**Please attach current Certificate of Insurance**

*Also, reference the attached Exhibit C.1 from our Standard Contract Agreement for your review.*

**COVERAGE TYPE**

**LIMITS**

Worker's Compensation: \_\_\_\_\_

General Liability: \_\_\_\_\_

Excess / Umbrella Liability: \_\_\_\_\_

Automobile Liability: \_\_\_\_\_

**REFERENCES:**

**Please provide 3 professional references**

**Reference # 1:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Reference # 2:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Reference # 3:** \_\_\_\_\_ **Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

List all litigation or formal arbitration to which your organization has been a part of for the past five years inclusive of unsettled litigation or arbitration: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SAFETY:**

**SAFETY PERFORMANCE:**

List your company's Interstate Experience Rating Modifier (EMR) for the last three years:  
*This information is available within your Worker's Compensation Policy.*

YEAR:	RATING:
20_____	_____
20_____	_____
20_____	_____

List your company's number of injuries / illnesses from your OSHA 300 logs for the three most recent years.

	20____	20____	20____
a. Fatalities	_____	_____	_____
b. OSHA work day incidents	_____	_____	_____
c. Total lost work days incidents	_____	_____	_____
d. Total hours worked	_____	_____	_____

Company Safety Contact:

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

**SAFETY PROGRAM:**

*Safety Program Documentation*

- a. Do you have a written Safety Program Manual? Yes  No 
  - Last revision date: \_\_\_\_\_
- b. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? Yes  No



EXHIBIT C.1  
INSURANCE REQUIREMENTS

RELATING TO SUBCONTRACT BETWEEN

MIDDLEMAN CONSTRUCTION COMPANY, LLC. ("CONTRACTOR")  
AND

\_\_\_\_\_ ("SUBCONTRACTOR") \*

DATED: \_\_\_\_\_

5.1 Subcontractor shall maintain in full force and effect, at its own expense, the following minimum insurance coverage (provided, however, and notwithstanding any other provision herein, if the Contract Documents require insurance coverage or limits that are greater than those listed below, the requirements in the Contract Documents, shall control and shall be provided by Subcontractor):

5.1.1 Statutory Worker's Compensation and Employer's liability Insurance (including U.S. Longshoremen and Harbor Workers' Act, and any other endorsements specifically required by the Contract Documents) with minimum lists of not less than indicated below, Subcontractor shall require sub-subcontractors to provide Workers' Compensation and Employer's Liability insurance with the same minimum limits. The policy must be in the name of the Subcontractor.

Required Limits – Statutory limits, with Employers' Liability coverage as follows:

<b>Bodily Injury by Accident</b>	<b>\$500,000</b>	<b>Each Accident</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Each Employee</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Policy Limit</b>

The Workers' Compensation policy of the Subcontractor shall be endorsed to provide waiver of subrogation in favor Middleman Construction Company, LLC.

5.1.2 Commercial General Liability Insurance (ISO Form CG 0001 1001) including Broad Form Property Damage Liability Coverage, with minimum limits indicated below:

<b>Each Occurrence</b>	<b>\$1,000,000</b>
<b>General Aggregate</b>	<b>\$2,000,000</b>
<b>Products and Completed Operations</b>	<b>\$2,000,000</b>

The Commercial General Liability Policy will include the following Coverages where applicable:

- |  |                                       |
|--|---------------------------------------|
| 1. Bodily injury & Property damage on an "Occurrences" basis   | 8. Primary & Non Contributory         |
| 2. Premises & Operations   | 9. Personal Injury Liability          |
| 3. Independent Contractors   | 10. Employees as Additional Insured   |
| 4. Broad Form Blanket Contractual  | 11. Host Liquor Law Liability         |
| 5. Blanket XCU (Explosion, Collapse, and Underground Damage (including blasting and blowout, and catering) | 12. Incidental Malpractice            |
| 6. Products/Completed Operations (to Owner)  | 13. Non-Owned Watercraft (Under 25ft) |
| 7. Knowledge/Notice of Occurrence (to Owner)   | 14. Broad Form Property Damage        |
|  | 15. Elevators                         |

5.1.3 Commercial Automobile Insurance for all owned, non-owned, and hired vehicles.

<b>Combined Single Limit BI &amp; PD</b>	<b>\$1,000,000</b>
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5.1.4 Excess Liability Coverage, following form, for Employers' Liability, Commercial Liability, Commercial Automobile Liability Policies, with the limits shown below.

<b>Excess Liability Coverage</b>	<b>\$2,000,000</b>
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5.1.5 Pollution Liability Coverage shall be provided by Subcontractor if the work to be performed includes Environmental or Remediation with minimum limits of:

<b>Pollution Liability</b>	<b>\$1,000,000</b>
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5.1.6 Professional Liability Coverage shall be provided by Subcontractor if the work to be performed includes architectural or Engineering services.

<b>Professional Liability</b>	<b>\$1,000,000</b>
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5.1.7 The Employers' Liability, Commercial General Liability, Commercial Automobile Liability, and Excess Liability policies shall all be endorsed to:

- 5.1.7.1 be primary to any other insurance available to Contractor and its affiliates,
- 5.1.7.2 waive all rights of subrogation in favor of Contractor and its affiliates,

Middleman Construction - Subcontractor Qualification Form

- 5.1.7.3 designate Contractor and its affiliates, and their shareholders, directors, officers, members, employees and agents, as additional insured with respect to liability arising out of Work performed by or for Subcontractor in connection with the Subcontract.
- 5.2 Comprehensive or Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required by a combination of underlying policies with the balance provided by an Excess of Umbrella Liability Policy.
- 5.3 If the Contract Documents require insurance coverage or limits greater than those listed above, the requirements of the Contract Documents shall control and shall be provided by Subcontractor to the maximum extent allowed by applicable Law. Each of Subcontractor's liability insurance policies, including liability Coverage (but excluding Subcontractor's Professional Liability coverage), shall be endorsed to provide that they are primary to and non-contributing with, any other insurance carried by, or for the benefit of the Owner, Contractor, Architect/Engineer, or any other party required to be named as Additional Insured under this Contract. Any such insurance maintained by any Additional Insured shall be excess of any insurance maintained by the Subcontractor. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage. If any insurance the Subcontractor furnishes shall be, or become at risk of being, reduced, diminished or exhausted by Claims thereon, Subcontractor agrees to supplement, increase and/or replace such insurance with other insurance to ensure that Subcontractor has available at all times the coverage required hereunder.
- 5.4 Subcontractor's workers' compensation, employers' liability, commercial automobile liability, and commercial general liability policies shall be endorsed to waive all rights of subrogation in favor of Owner, Contractor and its affiliates.
- 5.5 Subcontractor represents and warrants that:
- (a) Owner and Contractor's policies of liability insurance, including Subcontractor's employer's liability, commercial general liability, commercial automobile liability, and excess liability insurance policies have been endorsed to the maximum extent permitted by applicable law, to cover Owner and Contractor as additional insured with respect to liability arising out of work performed by or for Subcontractor, including ongoing and completed operations in connection with this Contract (and such coverage shall provide for the protection of each insured against claims of liability by another insured, under a Severability of Interests/Cross Liability clause).
  - (b) Such policies of insurance have also been endorsed with blanket Additional insured endorsements any third party to the extent required by the Contract Documents.
  - (c) Such endorsements provide as to each additional insured at a minimum coverage to the limits of each such policy for at least each claim to the same extent that Contractor is obligated to indemnify and defend the additional insured as an Indemnified Party under the Contract.
  - (d) All such policies provide that coverage shall not be canceled, reduced, restricted or limited until thirty (30) days after Owner and Contractor has received written notice by certified and registered U. S. Mail, return receipt requested. Subcontractor shall not cause or permit its insurance to be canceled.
  - (e) At Contractor's request, from time to time, originals or certified Copies of required insurance policies shall be provided upon written Request by Contractor.
  - (f) Subcontractor shall not do anything to cause any of the insurance required hereunder to be invalidated in whole or in part.
  - (g) Attached hereto are true and correct copies of the following:
    - (i) current certificates of insurance describing each of the policies of insurance required hereunder;
    - (ii) all policy endorsements required hereunder; and
    - (iii) a current letter of either a licensed agent (s) of the carrier(s) underwriting such endorsements or a licensed attorney, addressed to Owner and Contractor, and confirming on Contractor's behalf that such agent or attorney has reviewed the Contract, and that the endorsements attached hereto provide at a minimum coverage to the limits of each policy, as applicable, for each additional insured, for all claims at least to the same extent that Contractor is obligated to indemnify and defend each such additional insured as an Indemnified Party as described in the Contract, and that coverage thereunder is bound in accordance with Subparagraph 5.5 (c) above.
- 5.6 Subcontractor shall not commence work at the Site under this Subcontract until he has obtained all required insurance and until Contractor has approved such insurances. Approval of the insurance by Contractor shall not relieve or decrease the liability of Subcontractor hereunder. Subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. Subcontractor's failure to fulfill these insurance requirements with ten (10) days after receipt of Contractor's notice to proceed shall not be considered cause for any adjustment to Subcontractor's compensation or schedule. Contractor's approval of Subcontractor's insurance shall not relieve or decrease the liability of Subcontractor hereunder.
- 5.7 All insurance shall be issued by insurance carriers licensed to do business in Texas at the time the policy is issued and rated by A.M. Best Company as A-VIII or better, confirmed by one or more insurance certificates listing Contractor's name and address as a Certificate Holder, and list the name of Project as described in this Subcontract and the name and phone number of the broker who prepared the certificate. Certificates of insurance on Acord form 25 (2010/05) shall be filed with Contractor prior to commencing work. Certificates shall confirm that coverages shall not be canceled, reduced, restricted or limited until thirty (30) days after Contractor has received written notice by certified and registered U. S. Mail, return receipt requested. Subcontractor's failure to furnish either satisfactory insurance or required certificates within 10 days of notice to proceed shall not be considered cause for any adjustment to the time or compensation. The required insurance must be written by a company licensed to do business in Texas as the time the policy is issued. Subcontractors shall require all of its sub-Subcontractors to have the above same coverages required hereunder,

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unless expressly excused by Contractor in writing. Contractor reserves the right to request and Subcontractor shall provide upon demand a certified copy of all policies of insurance required by this agreement.

- 5.8 In the event Subcontractor fails or neglects to obtain or renew the required insurance and furnish to the Contractor the executed Certificate of Insurance form as evidence thereof, Contractor shall have the right but not the obligation to (1) procure such insurance and reduce the Subcontract amount by the cost thereof; or (2) deem such failure or neglect as a material breach of this Subcontract.
- 5.9 Contractor shall have the right to provide, or to permit Owner to provide, a Builders' Risk Insurance Policy naming Subcontractor as an insured and covered the Subcontract Work (not Subcontractor's or its employees' tool and construction equipment) against loss or damage as therein provided. Subcontractor represents and warrants that its pricing for this Subcontract excludes any cost or charge to insure the Work against the risk of loss or damage unless Owner has expressly acknowledged in writing prior to the execution hereof receipt of Contractor's intent to include such cost or charge, if any, to provide such insurance. Contractor will protect the Work against loss or damage from and after the time Owner gives Contractor notice and Contractor has demobilized its forces and equipment from the Project Site. Contractor shall be liable for and assume the risk of any damage or loss to the Work or the work of others on the Project that is not covered by such insurance, including any deductible charges associated with such damage or loss, if it: (1) OCCURS WHILE Contractor bears such risk of loss; (2) is caused by defects in the Work; or (3) is caused by the fault or negligence of Contractor, or any third party under Contractor's control, including but not limited to all subcontractors and suppliers of any tier. If neither Owner nor Contractor provide Builders' Risk insurance for the Project, then Contractor shall be deemed advised that it shall furnish a policy to insure the Work for its full insurable value against risk of loss or damage while Contractor bears risk of loss under this Contract and name Owner as a named Insured on such policy, which shall be subject to Owner's review and approval and the reasonable cost of which coverage shall be reimbursed by Owner under a Change Order. Contractor waives, and shall cause its insurers to waive all rights of subrogation that Contractor or its insurers may have against Owner and any other party that Contractor is required to indemnify under this Contract. Nothing herein shall be construed to limit in any way Contractor's obligations to remedy and correct defects under this Contract.
  - 5.9.1 In the event of a loss insured hereunder, the Subcontractor shall be bound by any adjustment, which shall be made between the Contractor and/or the Owner and the insurer(s). Loss, if any, shall be made payable to the Contractor and/or the Owner, as their interests may appear.
  - 5.9.2 Any deductible applicable to any loss shall be paid by Subcontractor to the extent such loss is attributable to Subcontractor by Law or by the terms of this Contract, including Subcontractor's indemnity Obligations under Exhibit C and Article 6. Subcontractor's right to recover all or any loss or damage attributable to the Subcontractor's work is limited to such recovery therefore as may be made by the Owner or the Contractor under the applicable insurance.
- 5.10 Nothing herein shall reduce or alter any obligation Subcontractor has to indemnify, defend or hold harmless the Indemnified Parties identified in the Subcontract.
- 5.11 If any action or proceeding is commenced to enforce the rights of the Owner as an Additional Insured under this Contract, and the Owner prevails in that action, the Contractor and/or its insurer agrees to pay, in addition to any other relief granted, the actual reasonable attorney fees the Owner has paid or is obligated to pay and all costs and expenses, not merely recoverable costs. This provision is independent and severable from any other provision of this Contract and shall be enforceable as a separate Agreement.
- 5.12 In the event that Contractor enters into a subcontract with a Subcontractor, the Contractor will require the Subcontractor to procure all Insurance specified in the Agreement to be carried by the Contractor, in the like form and amount, and to name the Owner, and other parties required to be included as Additional Insureds under the Subcontractor's policies on the same terms and conditions of the Agreement. Contractor will require evidence of this insurance and Additional Insured status to be provided by the Subcontractor prior to the Subcontractor commencing any work or entering onto the jobsite, and copies of this evidence shall be provided to Owner by the Contractor.

Contractor:

Subcontractor:

Middleman Construction Company LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**We thank you for your interest in Middleman Construction Company LLC! Please return to Liz Caraway for processing. [liz.caraway@middlemanconstruction.com](mailto:liz.caraway@middlemanconstruction.com)**