



SUBCONTRACTOR QUALIFICATIONS

Date _____ Trade _____

Legal Name of Firm _____

Address _____ City _____ State _____ Zip _____

Office Phone _____ Office Contact _____ Email _____

Bid Invite Contact Name _____ Email _____ Cell _____

Type of Business: (Individual, Partnership, Corporation) _____

Incorporated in State of _____ Years in Business _____ Federal ID # _____

Contractor License # _____ State _____ Expiration Date _____

Annual Sales Volume Last 3 years _____, _____, _____

of Employees _____ Union Affiliation _____

Maximum Square Footage Scope or Value of Work Capabilities _____

Names and Titles of Persons Authorized to Execute Contracts:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Please submit "Evidence of Insurance Certificate" meeting Exhibit B requirements.

Insurance Company Name & Address _____

Agent or Broker Name & Phone # _____

Bonding Company Name & Address _____

Bonding Agent Name & Phone # _____

Present Bonding Capacity \$ _____

Completed By (Print Name & Title) _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



EXHIBIT B
SUBCONTRACTOR INSURANCE REQUIREMENTS

Please have your Agent/Broker comply immediately.

REQUIREMENTS:

1. Insurance Companies and Certificates of Insurance:

- a) Insurance Coverage shall be provided by admitted carriers having at least an A.M. Best rating of no less than A- VIII (except for State Fund for Workers' Compensation coverage), or in the case of a non-admitted carrier, an A.M. Best rating of A or better and a financial capacity of X or better.
- b) Certificates of Insurance must be submitted on an ACORD 25-S Form and shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor. Please include McLarney Construction Inc. Job Name and Number or All Operations/All CA.
- c) All coverage except Professional Liability must be Occurrence Basis and so stated on the certificate. Claims Made or Modified Occurrence coverage is not acceptable.
- d) The Certificates of Insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify deficiencies from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
- e) Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of Contractor, and Subcontractor's bid shall be subject to adjustment to compensate for the existence of such exclusions.
- f) Payment may be withheld, at the option of the Contractor, until such certificates have been furnished, or, if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy.
- g) Subcontractor shall ensure that its subcontractors, truckers, vendors and suppliers of any tier shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth below, and will, if requested, provide Contractor evidence of sub-subcontractors, truckers, vendors and suppliers insurance prior to their starting work.
- h) Failure of Subcontractor or its subcontractors, truckers, vendors or suppliers to maintain the required insurance may result in termination of this subcontract agreement at Contractor's option.
- i) Certificates of insurance, additional insured endorsements, waivers of subrogation and primary wording as evidenced of insurance required by this agreement shall be furnished by Subcontractor, its subcontractors, truckers, vendors or suppliers within ten (10) days of written request from Contractor or Owner.

2. Additional Insured and Primary Insured Endorsements:

- a) Under the Commercial General Liability policy the Subcontractor shall add the Contractor, its officers, directors and employees, the Project Owner and any additional entity which Contractor or Owner require to be named under any contract or permit, including the Prime Contract, shall be named as additional insured.
- b) The policy shall stipulate that the insurance afforded the Contractor and the Project Owner as additional insureds shall apply as primary insurance. Any other insurance carried by the Contractor or Project Owner will be excess only and will not contribute with this insurance.
- c) The additional insured coverage as required herein shall include coverage for completed operations and shall be maintained through the California statute of repose following completion and shall be provided by endorsements providing coverage at least as broad as Additional Insured Endorsement forms CG 2010 0704 along with CG 2037 0704 as published by the Insurance Service Office (ISO) or equivalent.

3. **WORKERS' COMPENSATION** and Employers Liability Insurance as required by any applicable law or regulation.
 - a) Employers Liability Insurance shall be provided in amounts not less than:
 - \$1,000,000 each employee for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease;
 - \$1,000,000 policy limit for bodily injury by disease.
 - b) Waiver of Subrogation endorsement in favor of the Contractor and the Project Owner and any additional entities required under the contract documents, including the Prime Contract.

4. **GENERAL LIABILITY** Insurance, Commercial General Liability on coverage forms at least as broad as ISO occurrence form CG 0001.
 - a) General Liability Insurance shall be provided in amounts not less than:
 - \$1,000,000 each occurrence Bodily Injury and Property Damage combined;
 - \$1,000,000 for Personal Injury Liability
 - \$2,000,000 Products & Completed Operations aggregate;
 - \$2,000,000 General Aggregate, per Project;If either defense costs are included in the General Liability Aggregate limit, or if the General Aggregate limit is not per project, then the required General Liability Aggregate limit shall be \$3,000,000. This additional limit can be provided by an excess/umbrella policy.
 - b) "Claims Made" and "Modified Occurrence" policy forms are not acceptable.
 - c) Any self-insured retention or deductible greater than \$25,000 must be declared to Contractor at time of bid and approved by Contractor in writing.
 - d) Subcontractor shall maintain primary and excess products liability and completed operations coverage through the expiration of the applicable statute of repose for patent construction deficiencies.

5. **AUTOMOBILE LIABILITY** Insurance on a coverage form at least as broad as ISO form CA 0001, including:
 - a) Coverage on all owned, non-owned and hired automobiles;
 - b) \$1,000,000 minimum Combined Single Limit for bodily injury and property damage;
 - c) The Contractor, Owner and all other parties required by the Contractor, shall be named additional insured on the auto policy.

6. **EXCESS/UMBRELLA LIABILITY**
 - a) An additional \$2,000,000 Excess or Umbrella Liability Insurance policy shall be maintained. Such coverage shall comply with all of the requirements of the underlying policies (i.e. follow form), including the additional insured endorsements and primary wording requirements.

7. **PROPERTY** Insurance
 - a) Subcontractor shall be responsible for procuring and maintaining at its own expense property and equipment insurance for Subcontractor's tools, equipment, temporary structures, work in progress, work in transit and/or in temporary storage.
 - b) IF Builders' Risk insurance is not provided by Project Owner or Contractor, Subcontractor shall purchase and maintain installation floater coverage written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief and collapse. This insurance shall be written in an amount to provide full protection for Subcontractor's work on a replacement cost basis. Any deductible shall be the full responsibility of Subcontractor. Subcontractor waives all rights against Project Owner and Contractor for recovery of damages pursuant to section c) below.
 - c) IF Builders' Risk insurance purchased by the Project Owner(s) or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount, up to \$5,000.
 - d) Contractor and Subcontractor waive all rights against each other and against all other Subcontractors and Project Owner(s) for loss or damage to the extent reimbursed by Builder's Risk, Installation Floater, or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance.

8. **PROFESSIONAL LIABILITY** Exposure:

IF work under this subcontract includes professional or design-build services, then Subcontractor shall maintain a Professional Liability Insurance Policy in the amount(s) specific below for Subcontractor's work, per claim and in aggregate and covering acts, errors or omissions arising out of the rendering of or failure to render professional services,

whether committed or alleged to have been committed by Subcontractor or by its employees, consultants or others for whom the Subcontractor is legally responsible. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of the project. Coverage must be maintained for a through the expiration of the applicable statute of repose for latent deficiencies following completion of the project, either through continued purchase of policies for such years or through the purchase of an extended reporting period. However, if Project Owner or Contractor elects to purchase a project design policy, Subcontractor's policy will be endorsed to provide coverage once the design policy has been exhausted.

Electrical design work:	\$5,000,000
Mechanical design work:	\$5,000,000
Plumbing design work:	\$1,000,000
Structural design work:	\$1,000,000
Fire Sprinkler/Protection design work:	\$1,000,000
All other trades professional design work:	\$1,000,000

9. **AIRCRAFT / HELICOPTER Insurance:**

IF the Subcontractor or their subcontractors use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than \$10,000,000 per occurrence including Passenger Liability. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.

10. **HAZARDOUS MATERIALS and POLLUTION LIABILITY:**

IF Subcontractor or any of its subcontractors, perform remediation of hazardous materials, or if their operations create an exposure to pollutants, contaminants, or other hazardous materials as those terms are defined in federal, state, or local law, Subcontractor and its subcontractors shall, at its own expense obtain a Contractor's Pollution Liability policy with limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury, and Property Damage. If Subcontractor or its subcontractors haul hazardous materials (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants. Contractor and Owner shall be named as additional insureds under the Contractor's Pollution Liability policy.

11. **RIGGERS Liability**

IF Subcontractor's work involves the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage or the property or equipment.

12. **Work Near RAILROADS**

IF Subcontractor (including any lower tier subcontractor or supplier) performs any work or conducts any operations within fifty feet of any railroad (including any light rail, fixed rail or other rail system), Subcontractor shall obtain an endorsement of its Commercial General Liability Policy to delete any exclusion, including the "Contractual Liability" exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor prior to any work or operations by Subcontractor within fifty feet of any railroad.

13. **OTHER Requirements**

- a) Any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Agreement including the duty to indemnify and hold harmless Contractor under other provisions hereof. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Subcontractor for liability in excess of such coverage nor shall it preclude Contractor from taking such other actions as is available to it under any other provision of the Agreement or law.
- b) Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier(s).
- c) Should any insurance policy lapse or be canceled during the contract period, Subcontractor shall, prior to the effective expiration or cancellation date, furnish Contractor with evidence of renewal or replacement of the policy. Failure to continuously satisfy insurance requirements as herein provided is

a material breach of contract. In the event Subcontractor fails to maintain any insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor or terminate this contract.

- d) Subcontractor's obligations for loss or damage arising out of Subcontractor's work is in no way limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements; Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Project Owner assert or recommend this insurance as adequate to Subcontractor's requirements. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself from loss, damage, or liability.
- e) With Contractor's prior written consent, Subcontractor's insurance requirements may be satisfied, in part, by an applicable umbrella policy.
- f) If the Prime Contract, or Contract Documents, require limits of insurance higher than the minimum limits outlined above, or broader coverage than outlined above, the requirements of the prime contracts shall apply to the extent that they exceed the minimum requirements above. In the event that Subcontractor is required to purchase additional insurance policies or coverage amounts to meet the requirements of the Prime Contract, or General Contract Documents, Subcontractor agrees to notify Contractor of any associated premium cost increase prior to acceptance of a Work Order.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract.	All California Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract.	All California Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____