

**Charles DeWeese
Construction**

765 Industrial Bypass North
PO Box 504
Franklin KY 42135
(270) 586-9122

SUBCONTRACTOR/SUPPLIER QUALIFICATION STATEMENT

We appreciate the recent interest you have expressed in being added to CDCI's select subcontractor/supplier bid list. Please provide the following information to help us evaluate your qualifications.

FIRM NAME: _____

ADDRESS: _____

PHONE _____ **FAX** _____

CONTACT PERSON: _____

TYPE OF WORK: _____

ORGANIZATION

1. How many years has your organization been in business as a Subcontractor/Supplier/ Contractor?

2. How many years has your organization been in business under its present business name?

3. Under what other or former names has your organization operated?

CORPORATION, answer the following:

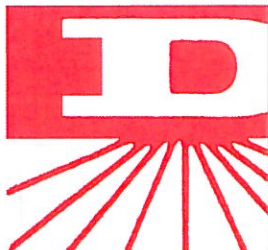
a. Date and State of incorporation:

b. President's name:

c. Vice President's name(s):

d. Secretary's name:

e. Treasurer's name:



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PARTNERSHIP, answer the following:

a. Date of organization:

b. Type of partnership (if applicable):

c. Name(s) of general partner(s):

INDIVIDUALLY OWNED, answer the following:

a. Date of organization:

b. Name of owner:

LICENSING

1. List jurisdictions and trade categories, including union affiliation, in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

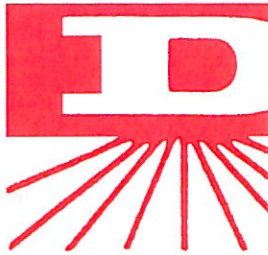
JURISDICTION	LICENSE / REGISTRATION #	TRADE CATEGORIES/ UNION AFFILIATION

EXPERIENCE

1. List the type of work that your organization normally performs:

2. What is the geographical range of your typical projects?

- 1) What is the range of contract value for your work that you wish to be considered for?



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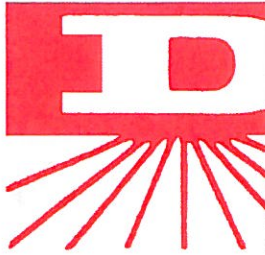
3. On Attachment A, list the major projects your organization has completed in the past two years, giving the name of project, owner, general contractor, architect, contract amount, date of completion and the cost of the work performed with your own forces.
4. Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
 - a. Has your organization ever failed to complete any work awarded? Yes No
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes No
 - c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Yes No
5. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? Yes No (If the answer is yes, please attach details.)

SAFETY

1. List your Department of Labor & Industries "Experience Factor" for the past three years.

YEAR	EXPERIENCE FACTOR

2. Have you been cited by an OSHA Inspector in the past two years?
 Yes No
If yes, please attach details including measures taken to prevent repeat citations.



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REFERENCES

1. Supplier References:

Company Name _____

Contact Name _____

Address _____

Phone _____ Fax _____

Company Name _____

Contact Name _____

Address _____

Phone _____ Fax _____

Company Name _____

Contact Name _____

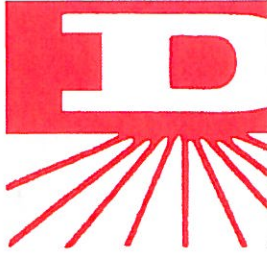
Address _____

Phone _____ Fax _____

2. Bank References:

3. Name of Bonding Company:

Bonding Capacity:



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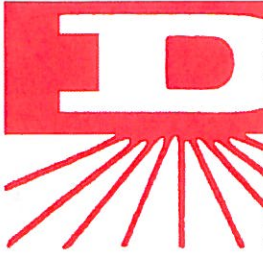
FINANCING

1. Attach your most recent Financial Statement.

INSURANCE

1. Attachment B, Special Conditions to Subcontract, contains our insurance requirements for subcontractors. All costs for these coverages should be included in your bid proposals. Review the requirements and list any specific omissions in your policy.

Insurance Agent: _____ Phone: _____



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**ATTACHMENT A
MAJOR CONSTRUCTION PROJECTS**

Project Name _____
Completion Date _____
Contact Name _____
Address _____

Phone _____ Fax _____

Project Name _____
Completion Date _____
Contact Name _____
Address _____

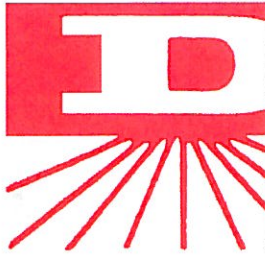
Phone _____ Fax _____

Project Name _____
Completion Date _____
Contact Name _____
Address _____

Phone _____ Fax _____

Project Name _____
Completion Date _____
Contact Name _____
Address _____

Phone _____ Fax _____



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ATTACHMENT B

SPECIAL CONDITIONS TO SUBCONTRACT

The following subcontract Special Conditions shall supplement and, where applicable, take precedence over the Main Contract Provisions and the Subcontract General Provisions. However, nothing in these Subcontract Special Conditions shall act to waive the provisions and requirements of Paragraph 11 of the Subcontract Agreement, insofar as they are otherwise applicable to the Subcontract.

11. INSURANCE:

11.1 SUBCONTRACTOR'S INSURANCE Prior to starting work, the *Subcontractor* shall furnish satisfactory evidence to the *Contractor* and to other parties upon request, that the *Subcontractor* has insurance as required by the Prime Agreement. All such insurance, including general liability and umbrella/excess liability except Workers' Compensation/Employer's Liability, shall name *the Contractor, the Owner, and the Architect/Engineer*, as an additional insured and shall provide primary coverage (including Completed Operations) for all claims and losses against *the Contractor, the Owner, and the Architect/Engineer*, including but not limited to, those claims that arise out of injuries to the employees of *the Contractor*, employees of the *Contractor's* subcontractors, or injuries to third parties, from the Subcontract Work under this agreement, or as a result of the Subcontractor's performance. Any other insurance in force for said additional insured's shall not contribute in the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided by *the Contractor, the Owner, or the Architect/Engineer* shall be excess coverage. Additionally insured status by the *Subcontractor's* insurance carrier will be provided through an ISOCG2010(11-85) endorsement or its' equivalent.

11.2 MINIMUM LIMITS OF LIABILITY The *Subcontractor* shall procure and maintain, with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to the Contractor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth.

As a Subcontractor providing services to Charles DeWeese Construction, Inc, we require that you provide us with evidence of insurance with the minimum requirements outlined below:

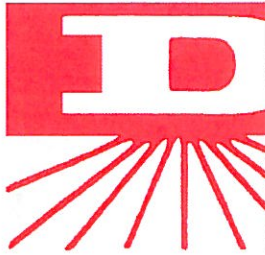
Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury Liability	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- Per Project Aggregate Endorsement to be included.

Workers Compensation and Employer's Liability

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee



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Umbrella Liability

Each Occurrence and Aggregate \$ 1,000,000
Per Project Aggregate Endorsement to be included.

Property

Property of Others in Your Care, Custody & Control \$500,000

Automobile

Each Occurrence and Aggregate \$ 1,000,000

Professional Liability

Each Occurrence and Aggregate \$ 1,000,000

Pollution Liability

Each Occurrence and Aggregate \$ 1,000,000

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

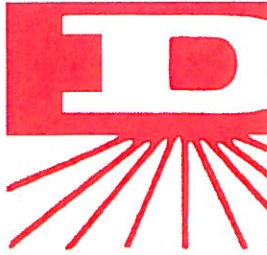
Certificate of Insurance Sample Wording

- ◆ Additional insured coverage is provided as stated in the contract. Additional Insured Status by subcontractors carrier will be provided through an ISO CG 2010 (11/85) endorsement or it's equivalent. Additional Insured Endorsement should be attached to the Certificate of Insurance. Coverage afforded by ABC Contracting is primary and non-contributory as stated in the contract. Waiver of Subrogation in favor of Charles DeWeese Construction, Inc. ISAOA as stated in the contract. * We reserve the right to request copies of your policies.

11.3 NUMBER OF POLICIES Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

11.4 CANCELLATION, RENEWAL AND MODIFICATION The *Subcontractor* shall maintain in effect all insurance coverage required under this Agreement at the *Subcontractor's* sole expense and with insurance companies acceptable to *the Contractor*, which acceptance shall not be unreasonably withheld. The policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) Days' prior written notice has been given to the *Contractor*. Certificates of insurance showing required coverage to be in force pursuant to Subparagraph 11.2 shall be filed with the *Contractor* prior to commencement of the Subcontract Work. In the event the *Subcontractor* fails to obtain or maintain any insurance coverage required under this Agreement, the *Contractor* may purchase such coverage as desired for the *Contractor's* benefit and charge the expense to the *Subcontractor*, or terminate this Agreement.

11.5 CONTINUATION OF COVERAGE The *Subcontractor* shall continue to carry Completed Operations Liability insurance for at least one year after either ninety (90) days following Substantial Completion of the Subcontract Work or final payment to *the Contractor*, whichever is earlier. Prior to commencement of the Subcontract Work, the *Subcontractor* shall furnish the *Contractor* with certificates evidencing the required coverage.



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11.6 PROPERTY INSURANCE Upon written request of the *Subcontractor*, the *Contractor* shall provide the *Subcontractor* with a copy of the Builder's Risk Policy of insurance or any other property or equipment insurance in force for the Project and procured by the *Owner* or the *Contractor*. The *Contractor* shall advise the *Subcontractor* if a Builder's Risk Policy of insurance is not in force.

11.6.1 If the *Owner* has not purchased property insurance reasonably satisfactory to the *Subcontractor*, the *Subcontractor* may procure such insurance as will protect the interests of the *Subcontractor*, its' subcontractors and their subcontractors in the Subcontract Work. The cost of this insurance shall be charged to the *Owner* in a Change Order.

11.6.2 If not covered under the Builder's Risk Policy of insurance or any other property or equipment insurance required by the Subcontract Documents, the *Subcontractor* shall procure and maintain at the *Subcontractor's* own expense, property and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off the site or in transit, when such portions of the Subcontract Work are to be included in an application for payment.

11.7 WAIVER OF SUBROGATION The *Contractor* and the *Subcontractor* waive all rights against each other, the *Owner*, and Architect/Engineer, and any of their respective consultants, subcontractors, and sub-subcontractors, agents and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in Paragraph 11.2, except such rights as they may have to the insurance proceeds. The *Subcontractor* shall require similar waivers from its subcontractors. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

11.8 WAIVER OF WORKERS' COMPENSATION LIEN, RIGHTS OF SUBROGATION OR RECOVERY OF WORKERS' COMPENSATION BENEFITS To the fullest extent permitted by law, the *Subcontractor* for itself and on behalf of its workers' compensation insurer who may be obligated to pay workers' compensation benefits to the *Subcontractor's* employee, hereby waives and releases any and all rights and/or claims for subrogation, workers' compensation statutory lien or other rights and/or claims of recovery for workers' compensation benefits against the *Owner*, the *Contractor*, and the Architect/Engineer, who are liable or alleged to be liable for work-related injury to the *Subcontractor's* employee, arising out of the *Subcontractor's* contract with the *Contractor*. The *Subcontractor* will obtain a waiver of any subrogation rights or workers' compensation lien that its insurers may acquire against the *Owner*, the *Contractor*, and the Architect/Engineer by virtue of payment of any workers' compensation benefits.

11.9 CONTRACTOR'S LIABILITY INSURANCE The *Contractor* shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the *Contractor's* errors or omissions.