



Subcontractor Pre-Qualification Questionnaire Package

Please return completed package to our main office as soon as possible.

Date: _____ Person Filling this Out: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Contractors License (please submit a copy) _____

Years in Business: _____ # of Employees: _____

Dun & Brad Street #: _____ Dun & Brad Street Rating: _____

Contact	Title	Phone	Fax	Email
	Estimator			
	Insurance			
	AR			

Type of Business:

- Corporation
 Sole Proprietorship
 Partnership
 Minority/Women Business Owned

Type of Work:

- Union
 Open Shop
 Prevailing Wage

Union Information: _____

Types of Projects: (check all that apply)

- T.I. Commercial
 Design Build Capacity
 Occupied Space T.I.
 Hotels
 T.I. Retail
 Shell
 Schools
 Shopping Malls/Retail Center
 Fitness Centers
 Labs / R&D
 Apartments
 Multi Family over Parking

Regions of Work Available for: (check all that apply)

- Silicon Valley
 East Bay
 Central Valley
 Sacramento Area
 North Bay
 SF Bay Area
 Southern California



Bonding Company
Name: _____

Address: _____

Phone: _____ Fax: _____

Agent Name: _____ Bonding Capacity: _____

Project References:

Project Name	Project Description	Project Value	Contact Name/Number

Please attach a copy of each: *(Barron Builders will check off)*

- Copy of Contractors License
- Copy of Insurance Certificates
- Completed Safety Questionnaire
- Copy of Billing Procedures Initialed
- Copy of Jobsite Rules and Conditions Initialed
- Copy of Sample Subcontract Agreement Initialed
- Copy of Insurance Requirements Initialed

All this is true and correct to the best of my knowledge.

Signed

Printed Name

Date



Safety Questionnaire:

Emergency Contact: _____ Safety Contact: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

	Yes	No	N/A	Comments
1. Does your company comply with current injury and illness prevention program requirements?				
2. Do you have code compliant programs for the following:				
• First Aid / CPR				
• Electrical Safety				
• Fall Protection				
• Lockout / Tag Out				
• Confined Space Entry				
• Powered Industrial Trucks				
• Aerial Lifts				
• Personal Protective Equipment				
• Fire Extinguisher training				
• Trenching Safety				
• Scaffolding Safety				
• Emergency Actions / Fire Protection Plan				
• Rigging and Crane Operating				
• Ladders				
• Housekeeping				
3. Does your company maintain all required MSDS?				
4. Does your company perform drivers license and record checks on all personnel who drive company vehicles?				
5. Does your company have a drug and alcohol testing program?				
6. Barron Builders may be checking your company's OSHA citation record at www.osha.gov/cgi-bin/est/est1 . _____ (initial)				
7. Please provide your experience modification number for the past three years: (please note an EMR of 1.3 or higher will be considered as a risk and may not be qualified to be on our vendor list)				
8. Insurance coverage and limits will be required per subcontract. Additionally, for helicopter and crane operations, subcontractors will be required to have the helicopter and crane companies name Barron Builders as additionally insured. _____ (initial)				
9. You will be required to obtain OSHA permits, if applicable. _____ (initial)				
10. Laborers you send out to our projects will be required to attend and complete an onsite safety orientation class led by Barron Builders superintendent. _____ (initial) (incl Tailgate Meetings)				



Jobsite Rules and Conditions:

1. All jobsite specific MSDS are to be submitted to our main office and will be issued to our jobsite superintendent.
2. Barron Builders Superintendent(s) are required by employer to conduct pre-job and post-job safety reviews, checklist verifying review has been completed to be kept in our project specific job files.
3. You are to have one fire extinguisher and first aid kit per gang box per floor. For smaller projects a kit and extinguisher can be kept with your foreman onsite.
4. Fire watch is required for all welding and flame producing devices. It is your foreman's responsibility to inquire about a HOT WORK PERMIT.
5. Hard hats, eye and ear protection are required at all times on all projects.
6. You will be required to wear hardhats at all times, including while operating back hoes, bob cats and all other heavy equipment.
7. Full face protection is required to operate the following equipment:
 - Cut Off Saws
 - Grinders
 - All spark producing power tools
8. Licenses / certificates are required to operate the following:
 - Forklifts
 - JLG's
 - Man Lifts
 - Powder actuated tools
9. Body harnesses are required on all lift equipment.
10. Barron Builders Superintendent will conduct Tailgate Safety Meetings onsite and all contracted subcontractors/vendors will be required to attend and sign in.
11. Refrain from bringing in food products, chewing tobacco/spitting on the floors, sunflower seeds. If any of these items are seen while working you will be asked to leave.
12. Please do not use the elevators unless you have been given permission from the superintendent.
13. Smoking is prohibited within 50 feet of the building and on the roof. Smoking is permissible in designated Smoking Areas.
14. The following will not be permissible onsite:
 - Radios
 - Head Phones
 - Alcoholic Beverages
15. Everyone will be required to clean up daily.



Subcontractor Insurance Requirements:

Subcontractor shall furnish a certificate(s) of insurance, which fully complies with Contractors insurance requirements prior to starting work, which contains the following proof of coverage. All policies required hereunder shall be issued by insurance companies with a minimum rating or "A- VII "according to the AM Best Rating Guide, unless otherwise approved by Barron Builders, Inc.

Additionally, please include on each certificate the specific project name, address and Barron Builders Job Number.

1.0 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance as required by any applicable law or regulation, including U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or other employment regulations.

Employer's Liability Insurance shall not be less than:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 each employee or bodily injury by disease. The policy shall be endorsed to include a Waiver of Subrogation by the Insurance Carrier(s) as to Owner and Barron Builders, Inc. on an ISO Form WC-00 03 13 or its equivalent.

2.0 Commercial General Liability Insurance. The limits shall not be less than the following amounts:

The subcontractor shall carry Commercial (or Comprehensive) General Liability insurance covering all operations by on or behalf of the Subcontractor providing insurance for bodily injury liability, personal injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- Premises and Operations
- Products and Completed Operations (for 10 years after final acceptance of work)
- Blanket Contractual Liability, including those obligations assumed under this agreement
- Broad Form Property Damage, including Completed Operations
- Personal and Advertising Injury Liability
- Explosion, Collapse, and Underground Hazards

Limits of Liability shall not be less than:

- \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage liability)
- \$2,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Liability
- \$2,000,000 General Aggregate (If Commercial General Liability form is used)

The policy shall be endorsed to include a Waiver of Subrogation by the Insurance Carrier(s), as to Owner and Barron Builders, Inc. on an ISO Form CG 24 04 11 85 or its equivalent.

Additional Insured Requirements:

The policy shall be endorsed to name as Additional Insureds Barron Builders, Inc., its officers, directors, employees, agents, volunteers and the Owner by the use of Insurance Services Office Form CG 2010 11/85 or its equivalent. The policy shall stipulate the insurance afforded to Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only and will not contribute with the Subcontractor's insurance.



Other General Liability Policy Requirements:

The policy shall provide that:

- Coverage applies on an Occurrence basis (claims made or modified claims made policies are not allowed)
- The General Aggregate Limit applies separately to this project.
- The Defense Costs are in addition to the policy limits. (outside)
- There shall be no coverage exclusions or restrictions for any residential construction, including, but not limited to, apartments or other types of multi-family housing.
- There shall be no coverage exclusions or restrictions for mold, fungus or other microbial matter unless the subcontractor also carries Pollution Liability insurance, which shall specifically include coverage for mold, fungus or other microbial matter with limits not less than \$1,000,000 each claim and \$5,000,000 aggregate.
- There shall be no coverage exclusions or restrictions for subsidence or any other type of earth movement.
- There shall be no coverage exclusions or restrictions for EIFS (Exterior Insulation & Finishing Systems)

3.0 Additional Insured Endorsement. Barron Builders, its officers, directors, employees, agents, volunteers and Owner shall be named as additional insureds under the General Liability policy for any liability arising out of the performance of work. Endorsement providing coverage at least as broad as Additional Insured endorsement for CG20101185 as published by the Insurance Services Office (ISO) is required.

Subcontractor will modify their insurance policy endorsement to stipulate that their General Liability insurance coverage applicable to the additional insureds is primary insurance and that any other insurance carried by the Contractor will be excess only and will not contribute with this insurance.

The products liability and completed operations coverage provided for in the General Liability policy shall be maintained by the subcontractor for a minimum of 5 years following completion of the work provided for herein.

In the event of any reduction or exhaustion of an aggregate annual limit of liability or any general aggregate policy limit of liability, Subcontractor shall then obtain additional insurance to replenish the limits of liability.

4.0 Automobile Liability Insurance. Subcontractor shall carry Automobile Liability insurance, including coverage all owned, hired and non-owned vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

- **Subcontractor Requirements** – Subcontractors shall require that any and all tiers of its subcontractors shall maintain insurance in like form and amounts including the additional insured endorsement naming Barron Builders (Contractor) and Owner.
- **“Modified Occurrence” Policy will not be accepted under any circumstances.**
- **Pollution Liability | Professional Liability:**

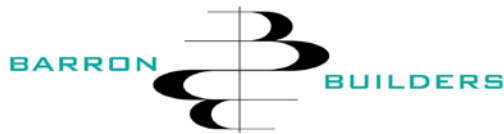
When applicable to the work, the Subcontractor, or his Subcontractor’s, shall maintain insurance policies providing the following limits of liability for the exposures associated with:

- a. Pollution Liability (including asbestos and lead paint) with limits of \$1,000,000 per claim. Where work involves the remediation of asbestos, lead or other pollutants, then the required limits of liability shall be \$5,000,000 per claim.
- b. Professional Liability with limits of \$1,000,000 per claim for services involving Design Work, Architects and Engineers.



- Certificates of insurance, as evidence of the insurance required by this agreement and including the required “additional insured” and “primary insurance” endorsements shall be furnished by Subcontractor. The certificates of insurance shall provide that there will be no cancellation of reduction of coverage **without** 30 days prior to written notice to the Contractor.
- Contractor may take such steps as necessary to assure Subcontractors compliance with its obligations with this agreement. In the event subcontractor does not comply with the insurance requirements outline in this agreement, contractor may, at its option, provide such coverage to protect its interests and charge the subcontractor will comply with such requirements. The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall no way limit or relive Subcontractor of the duties and responsibilities by it in this agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such agreements.

Subcontractor Initials



Attention: Accounts Receivable Department

Re: Billing Requirements and Payment Procedures

All invoices must be submitted on a progress billing form. These forms have been attached for your use. At any time you may request either another copy or ask for a PDF file to be emailed to you. Your billings must be received by the 20th of the month, unless otherwise noted.

Billings prepared on a percentage completion basis should reflect the percentage complete as of the date of the invoice and not the date payment is expected.

All progress billing invoices must include a lien release from any and all materials suppliers/subcontractors that have filed a preliminary notice. These releases must pertain to the current billing period. Please note joint checks can and will be issued to you and your suppliers when conditional lien releases are submitted with your billing. If you submit unconditional lien release from your suppliers, a check will be issued made payable to you the subcontractor only. In addition, each subcontractor all material suppliers who have filed a preliminary notice, must execute and submit wither a conditional or unconditional waiver and release upon final payment prior to retention being paid on all projects.

Please make sure your forms are fully completed. Payments will not be released unless your invoice has been properly completed. Be advised that any invoices, billings and requests for payment that do not include the require documentation will be sent back to be completed. No payment will be made until said corrections are made. All final billings must be received within 45 days after final of permit. Final payment will not be made until our office receives conditional final release, a one year warrantee and any additional close out documentation as requested by the project administrator.

The following forms have been issued to you to be used when processing your billings:

1. **Conditional Waiver and Released Upon Progress Payment** (not to be notarized) – To be completed and submitted with each progress invoice. If the material supplier/subcontractor has filed a preliminary notice they will be required to submit a separate notarized release for the portion of the request. No payment will be made without executed releases for each party.
2. **Unconditional Waiver and Release Upon Progress Payment** (notarized) – To be used for each prior progress invoice up to your final invoice. A separate notarized release is to be fully executed by both you and each material supplier/subcontractor before payment will be made for these progress invoices.
3. **Conditional Waiver and Release Upon Final Payment** (not to be notarized) – To be used with the final payment request. Each material supplier/subcontractor must executed and submit this request before retention can be released. Barron Builders will require the notarized conditional releases by all parties at this time.
4. **Unconditional Waiver and Release Upon Final Payment** (not to be notarized) - Upon receipt of final payment a notarized release must be submitted.
5. **Subcontractor Progress Billing form**

Subcontractor Initials



SUBCONTRACTOR PROGRESS BILLING

Name: _____
Address: _____

Date: _____
Job No.: _____
Contract/PO#: _____
Invoice #: _____
Payment Request #: _____

Telephone: _____

To: Barron Builders
415 Clyde Ave, Suite 104
Mountain View, CA 94043
Attn. Proj Mgr. _____

Original Contract Amount:

ADD: Current Approved Change Orders

Change Order # Amount \$
Change Order # Amount \$

Total Current Change Orders: \$

Add Previous Approved Change Orders: to # \$

Revised Contract Amount \$

Work Completed to Date: % \$

Less Previous Billing: % \$

Current Billing: \$

Less Retention: 10 % \$

Net Current Billing: \$

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT
NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT.
A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT
THE CLAIMANT HAS RECEIVED PAYMENT.**

Identifying Information

Name of Claimant:
Name of Customer:
Job Location:

Owner:
Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:
Amount of Check:
Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment: Invoice

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s):

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:
Claimant's Title:
Date of Signature:

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature :

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature :

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

7/1/12

WITNESS my hand and official seal.

Signature :

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature :