

# SUBCONTRACTOR QUALIFICATION PACKAGE

Dear Subcontractor:

Thank you for your interest in working with ROEL Construction Co., Inc. We are a family-owned commercial building contractor specializing in all types of ground-up and tenant improvement commercial construction. We have been serving customers all over the Southwestern U.S. since 1959 and have offices in several locations, including San Diego, Irvine, Las Vegas, Palm Desert and Kingman, AZ. Our corporate headquarters is located in San Diego. Our focus is to provide quality construction services to our clients with a personal touch, while maintaining integrity, family traditions, and professionalism. Please visit our website at [www.ROEL.com](http://www.ROEL.com) for more information about ROEL.

We truly value our subcontractors and suppliers and wish for you to join our philosophy in providing quality building services with a personal touch.

## **Step 1 – Read and understand**

Please carefully review ROEL's standard subcontract and insurance requirements, which can be found on our website at [www.ROEL.com](http://www.ROEL.com). Please forward the insurance requirements to your insurance agent for his/her review. If either of you have any questions, please feel free to contact Mary Haslett, ROEL Insurance Coordinator at (619) 906-2878

## **Step 2 - Getting into ROEL's Subcontractor Database**

Fully complete the [Subcontractor Qualification Worksheet](#), and return it to the contact below to be entered into our Subcontractor database. We have over 4000 subcontractors Nationwide in our database now and you don't want to be left out.

E-mail: [LindaC@Roel.com](mailto:LindaC@Roel.com)

Mail: Linda Castro  
Roel Construction Co., Inc.  
3366 Kurtz St.  
San Diego, CA 92110

Fax: 619-297-9554

Of course, your financial statements will be kept strictly confidential and if necessary, we can make special arrangements for you to meet with our CFO to present your financials.

Thank you.

ROEL Construction Co., Inc.



ROEL Construction Co., Inc.
Subcontractor Qualification Worksheet

Date: \_\_\_\_\_

Thank you for your interest in qualifying with ROEL for future subcontracts. In order for ROEL to confirm compliance with our requirements, and to help us understand more about your company, please thoroughly complete this worksheet, and attach all requested items.

A complete sample subcontract, including indemnity and insurance requirements can be found on our website at WWW.ROEL.COM

Submitted for (check one):
\_\_\_\_\_ General qualification (no specific project)
\_\_\_\_\_ Specific qualification - If so, project name:
\_\_\_\_\_

A Company Information

Company name: \_\_\_\_\_
Primary Address: \_\_\_\_\_
City: \_\_\_\_\_
State/Zip: \_\_\_\_\_
Website: \_\_\_\_\_
Year established: \_\_\_\_\_
Company type: \_\_\_\_\_
NAICS Code(s): \_\_\_\_\_
D&B (DUNS) number: \_\_\_\_\_
Federal CAGE# (if applicable): \_\_\_\_\_
Number of employees: \_\_\_\_\_

A.1 Contact Name / Title: \_\_\_\_\_
Contact Phone / Fax: \_\_\_\_\_
Contact E-mail: \_\_\_\_\_

A.2 Contact Name / Title: \_\_\_\_\_
Contact Phone / Fax: \_\_\_\_\_
Contact E-mail: \_\_\_\_\_

A.3 Contact Name / Title: \_\_\_\_\_
Contact Phone / Fax: \_\_\_\_\_
Contact E-mail: \_\_\_\_\_

B Union Information

Union affiliated? \_\_\_\_\_
If yes, names of unions: \_\_\_\_\_
Do you perform prevailing wage? \_\_\_\_\_

C Small Business Classifications

Mark all classifications of your business:
\_\_\_\_\_ Small Business under the SBA rules for your business classification
\_\_\_\_\_ Certified 8(a) Small Business under the SBA rules
\_\_\_\_\_ HUBZone business under Federal law
\_\_\_\_\_ Veteran owned business under Federal law
\_\_\_\_\_ Service disabled veteran-owned business
\_\_\_\_\_ Woman-owned business (business owned by one or more women)
\_\_\_\_\_ Minority-owned business (business owned by one or more people specified below)
\_\_\_\_\_ African-American
\_\_\_\_\_ Hispanic
\_\_\_\_\_ Asian
\_\_\_\_\_ American Indian
\_\_\_\_\_ Alaskan Native



**ROEL Construction Co., Inc.**  
**Subcontractor Qualification Worksheet**

Date: \_\_\_\_\_

\_\_\_\_\_ Hawaiian Native or other Pacific Islander  
 \_\_\_\_\_ Other (specify): \_\_\_\_\_  
 \_\_\_\_\_ None of the above

\* "Owned" means that at least 51% of the business is owned and controlled by person(s) meeting criteria  
Attach a copy of all certifications held supporting your answers above.

**D Contractor's License Information**

Issuing Authority	Class	License #	Expiration

**E Geographic Regions (check all that apply)**

_____ San Diego	_____ San Francisco area
_____ Palm Springs area	_____ Las Vegas area
_____ Inland Empire (CA)	_____ Phoenix area
_____ Orange County	_____ Kingman / Laughlin area
_____ Los Angeles County	_____ Other: _____

**F CSI / Trades**

General description of trade(s): \_\_\_\_\_  
 Last year's % residential: \_\_\_\_\_ % non-residential: \_\_\_\_\_

List all trade classification numbers that apply from the attached "Trade Classification Worksheet":


**G Bonding Information**

(Attach a current letter from your bonding company stating your current bonding limits)

Bondable (Y/N): \_\_\_\_\_  
 Bond Limit - Per project limit: \_\_\_\_\_  
                   Aggregate limit: \_\_\_\_\_  
                   Backlog limit: \_\_\_\_\_  
                   Available capacity: \_\_\_\_\_  
 Bond rate: \_\_\_\_\_  
 Bonding company: \_\_\_\_\_  
 Bond agent company: \_\_\_\_\_  
 Bond agent individual: \_\_\_\_\_  
 Bond agent phone: \_\_\_\_\_

**H Insurance Information**

(Attach a copy of a current insurance certificate for a typical recent project of yours)

	Carrier	Limit / occurrence	Aggregate
General Liab.			
Excess			
Work Comp			
Auto			
Professional			



ROEL Construction Co., Inc.
Subcontractor Qualification Worksheet

Date: \_\_\_\_\_

Are you able to provide an additional insured endorsement naming ROEL and the Owner for completed operations a CG 2010 11/85 or equivalent form? (Yes / No): \_\_\_\_\_

Insurance agency name: \_\_\_\_\_
Insurance agent name: \_\_\_\_\_
Phone: \_\_\_\_\_

I Financial Information (This information will be kept strictly confidential)

- 1. Attach a copy of your most recent audited or reviewed financial statement if you have one
2. Also attach a copy of your most recent internal financial statement
3. Also attach a copy the most recent Accounts Receivable aging report.

Financial statement is Audited, Reviewed, Compiled by CPA, or Just Internal: \_\_\_\_\_

J Line of Credit

Total limit (Enter \$0 if none): \_\_\_\_\_
Currently used: \_\_\_\_\_
Available limit: \_\_\_\_\_
Bank name: \_\_\_\_\_
Expiration date: \_\_\_\_\_

K Project History

5 largest projects completed during the last 3 years:

Table with 5 columns: Name, Value, Compl. Date, General Contractor, Contact Name & Phone. Contains 5 empty rows for project data.

5 largest projects currently underway

Table with 5 columns: Name, Value, % Compl, General Contractor, Contact Name & Phone. Contains 5 empty rows for project data.

L Supplier References

Provide 3 supplier references

Table with 3 columns: Supplier Name, Contact Name, Contact Phone. Contains 3 empty rows for supplier data.

M ROEL Affiliations and Prior Experience

List any prior Roel projects you have worked on, and ROEL employees who may be familiar with your company.

\_\_\_\_\_



ROEL Construction Co., Inc.
Subcontractor Qualification Worksheet

Date: \_\_\_\_\_

Three horizontal lines for additional information.

N Safety

X-Mod (Exper. Modification Rate): \_\_\_\_\_
Nbr. of General OSHA violations in last 5 years: \_\_\_\_\_
Nbr. of Serious OSHA violations in last 5 years: \_\_\_\_\_
Do you have a written IIPP? \_\_\_\_\_
Are you in compliance with OSHA required training? \_\_\_\_\_

O Quality Assurance

Do you have a written Quality Assurance Program that can be provided upon request? \_\_\_\_\_
To whom do you assign primary responsibility for Quality Assurance? \_\_\_\_\_

P Other Comments that may assist ROEL better understand your company:

Three horizontal lines for comments.

Q Affirmations

The information provided herein is true and accurate to the best of my knowledge. I have received and reviewed ROEL's standard subcontract, and if awarded a project by ROEL, our company will execute Roel's standard subcontract agreement and meet ROEL's standard insurance requirements.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_
Name/Title: \_\_\_\_\_

**ROEL'S TRADE CLASSIFICATION WORKSHEET - PLEASE CHECK ALL THAT APPLY**

**Subcontractor Name:**

**Division 00 - Design & Preconstruction**

- 0 DESIGN SERVICES AND PRECONSTRUCTION SERVICES
- 1 CSI Not Known - Please Update
- 100 DESIGN AND PRECONSTRUCTION SERVICES
- 125 PRINTING/BLUEPRINTING
- 200 ARCHITECTURAL SERVICES
- 201 STRUCTURAL ENGINEERING
- 203 CIVIL ENGINEERING
- 204 LANDSCAPE ARCHITECT/ENGINEERING
- 206 KITCHEN CONSULTANT
- 210 ELECTRICAL ENGINEERING
- 211 MECHANICAL ENGINEERING
- 212 PLUMBING ENGINEERING
- 214 ENVIRONMENTAL CONSULTANTS
- 216 LEED CONSULTANTS
- 220 OTHER DESIGN DISCIPLINES
- 225 SOILS/GEOTECHNICAL SERVICES
- 300 PROJECT TESTING AND QUALITY CONTROL
- 400 PROJECT BONDING
- 410 PROJECT INSURANCE
- 999 OTHER DESIGN AND PRECONSTRUCTION SERVICES

**Division 01 - General Conditions**

- 1000 GENERAL REQUIREMENTS AND CONDITIONS
- 1106 PROJECT ESTIMATING SERVICES
- 1108 OFFICE/SHEDS/SUPPLIES
- 1109 TELEPHONE/FAX/COMPUTER LINES
- 1110 TEMPORARY POWER
- 1112 DRINKING WATER
- 1113 TEMP. SANITARY FACILITIES/PORTABLE TOILETS
- 1114 TRAFFIC BARRICADES/FENCES/FLAG
- 1115 PROJECT COMPUTERS & EQUIPMENT
- 1118 RADIOS & JOB COMMUNICATION
- 1119 TRASH CONTAINERS/DUMPSTERS
- 1123 PROJECT SCHEDULING SERVICES
- 1124 POSTAGE & COURIERS
- 1126 PROJECT PROGRESS PHOTOS
- 1128 CONSTRUCTION SIGNS
- 1135 PROJECT SAFETY
- 1140 PROJECT PEER REVIEW
- 1143 TEMP. WEATHER PROTECTION
- 1144 WATCHMEN/SECURITY
- 1200 CRANES AND MANLIFTS
- 1250 OTHER CONSTRUCTION EQUIPMENT
- 1260 SCAFFOLDING AND TEMPORARY SHORING
- 1300 BUILDING MATERIALS VENDORS
- 1320 RENTED EQUIPMENT VENDORS
- 1910 TEMPORARY LABOR SERVICES
- 1998 OTHER GENERAL CONTRACTORS
- 1999 OTHER GENERAL REQUIREMENTS AND CONDITIONS

**Division 03 - Concrete**

- 03000 CONCRETE WORK
- 03200 CONCRETE REINFORCEMENT AND PT
- 03210 - REINFORCEMENT MATERIALS SUPPLIERS
- 03300 STRUCTURAL CONCRETE
- 03318 ---CONCRETE FORM WORK SUPPLIERS
- 03320 --- CONCRETE LUMBER AND PLYWOOD SUPPLIERS
- 03330 --- CONCRETE READY-MIX AND BATCH PLANT SUPPLIERS
- 03340 --- OTHER CONCRETE MATERIAL SUPPLIERS
- 03350 --- CONCRETE PUMPS AND CONVEYANCE
- 03360 --- MISC CONCRETE VENDORS & EQUIPMENT
- 03400 TILT-UP CONCRETE
- 03410 PRECAST CONCRETE
- 03650 GYPCRETE/LIGHTWT. CONC. FILL
- 03675 SHOTCRETE/GUNITED
- 03732 EPOXY INJECTION
- 03999 OTHER CONCRETE WORK

**Division 02 - SITE CONSTRUCTION**

- 2000 SITE CONSTRUCTION
- 2010 SURVEYING, ENGINEERING, STAKING
- 2015 LOCATING/MARKOUT SERVICES
- 2050 DEMOLITION AND WRECKING
- 2070 TEMPORARY SITE BARRICADES
- 2100 SITE PREPARATION
- 2111 SITE CLEARING AND GRUBBING
- 2150 SHORING AND UNDERPINNING
- 2180 DEWATERING
- 2200 EARTHWORK AND GRADING
- 2202 SWPPP
- 2210 STREET CLEANING AND DUST CONTROL
- 2220 MASS BACKFILL
- 2240 SOIL STABILIZATION
- 2242 CLEAR AND GRUB
- 2280 SOIL POISONING/TERMITE CONTROL
- 2300 MISC. DRILLING
- 2310 PRECAST PILES-DRILLING/DRIVING
- 2320 STEEL PILES, DRILLING/DRIVING
- 2340 CAISSONS
- 2350 SHORING AND LAGGING
- 2400 SITE UTILITIES
- 2405 WET UTILITIES (WTR/SWR/STRM)
- 2408 DRY UTILITIES (ELCT/TELCO/ETC)
- 2410 DRAINS, INLETS AND CATCH BASINS
- 2411 FRENCH DRAIN PIPE, FILTER FABRIC
- 2444 CHAIN LINK FENCING
- 2446 WOOD FENCING
- 2450 OTHER FENCING
- 2480 LANDSCAPING AND IRRIGATION
- 2484 TOP SOIL FILL AND PREPARATION
- 2500 ASPHALT CONCRETE PAVING
- 2503 DECORATIVE/CONCRETE PAVING
- 2505 OTHER PAVING
- 2510 STRIPING, PAVEMENT MARKINGS AND WHEEL STOPS
- 2511 TRAFFIC/PARKING SIGNAGE
- 2520 PLAYGROUND EQUIPMENT
- 2522 SITE FURNISHINGS
- 2530 SITE MONUMENTS AND SIGNAGE
- 2535 KIOSKS, GAZEBOS, TRELIS
- 2537 CARPORTS
- 2540 STREET IMPROVEMENTS
- 2545 TRAFFIC SIGNAL
- 2550 SITE CONCRETE/HARDSCAPE
- 2999 OTHER EARTHWORK AND SITE IMPROVEMENTS

**Division 04 - Masonry & Brickwork**

- 04000 MASONRY AND BRICKWORK
- 04010 MASONRY/CMU WORK
- 04200 MASONRY-REINFORCING
- 04300 STONEMWORK
- 04999 OTHER MASONRY AND BRICKWORK

**Division 05 - Metals**

- 05000 STEEL AND IRON WORK
- 05050 CABLE GUARD RAILS
- 05090 STEEL ERECTION
- 05100 STRUCTURAL STEEL WORK
- 05200 METAL JOISTS AND DECKING
- 05400 COLD FORMED METAL FRAMING
- 05500 MISC. METALS
- 05510 STEEL STAIRS
- 05700 ORNAMENTAL METALS
- 05999 OTHER STEEL AND IRON WORK

**ROEL'S TRADE CLASSIFICATION WORKSHEET - PLEASE CHECK ALL THAT APPLY**

**Subcontractor Name:**

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**Division 06 - Woodwork & Carpentry**

- 06000 WOODWORK AND CASEWORK
- 06100 FRAMING AND SHEATHING
- 06111 MISC. ROUGH CARPENTRY
- 06170 GLUE LAMINATED CONSTRUCTION
- 06190 WOOD TRUSSES
- 06200 FINISH CARPENTRY
- 06220 MILLWORK
- 06240 LAMINATED PLASTIC COUNTERTOPS
- 06410 CABINET WORK AND CASEWORK
- 06420 PANELING
- 06430 FRP PANELS
- 06440 PLASTIC WALL PANELS
- 06999 OTHER WOODWORK AND CASEWORK

**Division 07 - Waterproofing & Roofing**

- 07000 WATERPROOFING AND ROOFING WORK
- 07100 WATERPROOFING AND DAMPROOFING
- 07150 CAULKING AND SEALANTS
- 07200 BUILDING THERMAL INSULATION
- 07220 BUILDING ACOUSTICAL INSULATION
- 07250 FIREPROOFING
- 07300 TILE ROOFING
- 07400 PREFORMED/METAL ROOFING AND SIDING
- 07500 BUILT-UP AND MEMBRANE ROOFING
- 07570 TRAFFIC TOPPING
- 07600 FLASHING AND SHEET METAL
- 07650 EXPANSION JOINTS
- 07800 ROOF ACCESSORIES
- 07999 OTHER WATERPROOFING AND ROOFING WORK

**Division 08 - Doors & Windows**

- 08000 DOORS, WINDOWS, GLASS AND GLAZING
- 08100 DOORS/FRAMES/HARDWARE
- 08200 ACCESS DOORS
- 08250 OVERHEAD/ROLLING DOORS
- 08300 OTHER DOORS
- 08400 ALUMINUM STOREFRONT
- 08500 WINDOWS
- 08610 WOOD WINDOWS
- 08620 SCREENS
- 08700 FURNISH FINISH HARDWARE
- 08800 GLASS AND GLAZING
- 08830 MIRRORS
- 08850 SPECIAL GLASS WORK
- 08910 GLAZED CURTAIN WALL
- 08960 SKYLIGHTS AND SLOPED GLAZING
- 08999 OTHER DOORS, WINDOWS, GLASS AND GLAZING

**Division 09 - Finishes**

- 09000 FINISHES
- 09100 METAL STUDS AND DRYWALL
- 09150 FIREPROOFING
- 09200 LATH AND PLASTER
- 09210 EIFS
- 09300 CERAMIC TILE
- 09330 QUARRY TILE
- 09340 MARBLE
- 09350 STONE COUNTERTOPS
- 09400 TERRAZZO
- 09510 ACOUSTICAL CEILINGS
- 09550 WOOD FLOORING
- 09600 STONE AND BRICK FLOORING
- 09650 RESILIENT FLOORING
- 09680 CARPET
- 09700 SPECIAL FLOORING
- 09800 SPECIAL COATINGS
- 09900 PAINTING
- 09950 VINYL WALLCOVERING
- 09955 ACOUSTICAL WALL PANELS
- 09999 OTHER FINISHES

**Division 10 - Specialties**

- 10000 SPECIALTIES
- 10110 CHALK BOARD AND TACK BOARDS
- 10160 TOILET PARTITIONS
- 10225 LOUVERS AND VENTS
- 10240 GRILLES AND SCREENS
- 10260 WALL AND CORNER GUARDS
- 10270 ACCESS FLOORING
- 10300 FIREPLACES
- 10350 FLAG POLES
- 10410 BUILDING DIRECTORY
- 10415 BULLETIN BOARDS
- 10417 ENTRY MATS
- 10420 PLAQUES
- 10430 SIGNS AND SIGNAGE
- 10450 TURNSTILES
- 10500 LOCKERS
- 10520 FIRE EXTINGUISHERS AND CABINET
- 10536 AWNINGS AND CANOPIES
- 10550 MAIL BOXES
- 10600 DEMOUNTABLE PARTITIONS
- 10656 FOLDING PARTITIONS
- 10660 MOVABLE PARTITIONS
- 10670 SHELVING
- 10680 SPECIAL PARTITIONS
- 10690 PROJECTIONS SCREENS
- 10775 TELEPHONE ENCLOSURES
- 10820 BATH ACCESSORIES
- 10900 LINEN CHUTE
- 10910 PERMANENT TRASH CHUTE
- 10920 DRINKING FOUNTAINS
- 10999 OTHER SPECIALTIES

**Division 11 - Special Equipment**

- 11000 SPECIAL EQUIPMENT
- 11014 WINDOW WASHING EQUIPMENT
- 11024 SECURITY EQUIPMENT
- 11060 THEATER AND STAGE EQUIPMENT
- 11130 AUDIO VISUAL EQUIPMENT
- 11161 LOADING DOCK EQUIPMENT
- 11170 PARKING EQUIPMENT AND CONTROLS
- 11200 HELIPAD EQUIPMENT
- 11400 FOOD SERVICE EQUIPMENT
- 11452 RESIDENTIAL APPLIANCES
- 11460 LAUNDRY EQUIPMENT
- 11490 HEALTH AND ATHLETIC EXERCISE EQUIPMENT
- 11600 LABORATORY EQUIPMENT
- 11700 MEDICAL EQUIPMENT
- 11999 OTHER SPECIAL EQUIPMENT

**Division 12 - FF&E**

- 12000 FURNITURE AND FIXTURES
- 12130 INTERIOR PAINTINGS
- 12140 ARTWORK/DECORATIONS
- 12300 SPECIALIZED CASEWORK
- 12500 WINDOW TREATMENT
- 12510 BLINDS
- 12540 DRAPES AND CURTAINS
- 12620 FURNITURE
- 12675 RUGS AND MATS
- 12730 MULTIPLE SEATING
- 12740 BOOTHS AND TABLES
- 12999 OTHER FURNITURE AND FIXTURES



**ROEL'S STANDARD INDEMNITY AND  
INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTORS  
FOR ALL ROEL PROJECTS**

All work done on all ROEL projects by vendors involving ANY labor at the project site (provided that the value of the work exceeds \$5,000.00) must be done in accordance with ROEL's standard subcontract agreement. **YOUR BID SHOULD CONTEMPLATE THESE CONDITIONS!!!** ROEL uses its own manuscripted Subcontract form, which is sometimes modified to fit the Project requirements. **A complete sample subcontract agreement is available for review at ROEL's offices, or on our website at [www.ROEL.com](http://www.ROEL.com), and upon request. All bidders should familiarize themselves with the requirements of this agreement and be prepared to execute this agreement if awarded the project.** Some of the key standard insurance and indemnity issues are recited below for reference only. This is not an all-inclusive list of terms and conditions and is provided for the convenience of subcontractors at bid time only. Upon execution, the actual Subcontract Agreement shall supersede this document. The terms of the Subcontract Agreement are subject to change to meet the Project requirements.

**SAMPLE INDEMNITY LANGUAGE FROM ROEL'S STANDARD SUBCONTRACT AGREEMENT**

**12.1 General Indemnity Agreement** –Subcontractor shall indemnify, defend and hold harmless ROEL, Owner, and any others required by the **Contract Documents** and their agents, heirs, assignees, invitees and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for personal injury, death, property damage or otherwise arising out of or resulting from **Subcontractor's** performance of **Subcontractor's Scope of Work**. This duty to indemnify shall include indemnification for the active or passive negligence of **ROEL, Owner** or others required in the **Subcontract Documents**. However, **Subcontractor** shall not be required to indemnify any party for their sole negligence or willful misconduct.

In all such cases where this indemnity agreement applies, **Subcontractor**, and/or its insurer shall, upon demand by **ROEL**, provide a competent defense of all claims covered by this indemnity and shall remain responsible for all of the costs of defense of the claim, and any damages awarded to the claimant by settlement, mediation, arbitration, litigation or otherwise.

**12.2 Subcontractor's Insurance** – **Subcontractor** shall provide insurance coverages and extend such coverages to protect **ROEL** as described in Exhibit "C". Such coverages shall apply to entire period that this **Agreement** is in effect, from inception to after the **Project** is complete (i.e. completed operations coverage).

**SAMPLE INSURANCE REQUIREMENTS FROM ROEL'S STANDARD SUBCONTRACT AGREEMENT (Exhibit "C")**

**2. SUBCONTRACTOR'S INSURANCE**

**Subcontractor** shall maintain at all times beginning with inception of this **Agreement**, during the work of this **Agreement**, and thereafter if required to return to the **Project** for any reason, policies of insurance, written by an insurance company with an A.M. Best's rating of A-VII or higher, with the following minimum limits and including the following specified coverage requirements:

- a) Worker's Compensation including Occupational Disease insurance meeting all statutory requirements of the State in which the work is to be performed together with a Broad Form All States Endorsement and containing Employers' Liability insurance in an amount of at least \$1,000,000. If required by **ROEL**, **Subcontractor** shall provide a waiver of subrogation at **ROEL's** expense. **Subcontractor** is responsible to carry "Marine Coverages" if required by federal and/or state laws.
- b) Comprehensive Auto Liability on an occurrence basis covering all Owned, Non-Owned, and Hired Vehicles for limits of liability of at least \$1,000,000. If **Subcontractor** at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage.
- c) Comprehensive General Liability insurance on an occurrence basis providing coverage for a combined single limit for Bodily Injury, Personal Injury, including its employees, and Property Damage, of at least \$2,000,000 for each occurrence and \$3,000,000 aggregate. This policy must provide Premises-Operations, Elevators, Independent Contractors, Broad Form Property Damage, Hostile Fire Pollution, Contractual Liability, and Products & Completed Operations coverages (which shall be maintained for a period of not less than two years after substantial completion of the project or for such longer period as may be required by the **Subcontract Documents**). Explosion, Collapse, and Underground Exclusions must be deleted when applicable to operations performed by **Subcontractor**.

**Subcontractor** shall cause this policy to be endorsed, **effective as of the date of this Agreement**, by the insurance company providing coverage to include the following items:

- 1. **Contractor, Owner**, and any others required in the contract documents shall be named as ADDITIONAL INSUREDs under the policy per ISO form CG2010-1185 or acceptable equivalent.

In the event of a loss or claim of an additional insured where the absence of the requested form would serve to deny coverage, it is understood and agreed that the contractual liability coverage requirements of this Exhibit shall be triggered and shall require immediate defense and indemnity as set forth in [Article 12.1](#)

2. This insurance shall be considered PRIMARY insurance and any other insurance carried by the ADDITIONAL INSUREDS will be excess and shall not contribute to any losses arising out of **Subcontractor's** work.
  3. A 30-day advance notice of cancellation to all additional insureds.
  4. If **Subcontractor's** liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- d) Umbrella/Excess Insurance may be used to satisfy the required limits of insurance. Coverage shall apply to all the same risks as the underlying insurance policies listed above. All requirements listed in paragraph 2© shall apply to this insurance.
  - e) **ROEL** reserves the right to require higher limits for specific exposures.
  - f) Subcontractors performing Grading, Earthwork and/or Underground Utility activities shall **NOT** have risks relating to SUBSIDENCE excluded from coverage under their general liability and umbrella/excess policies.
  - g) The insurance coverages and limits required above shall not limit the extent of **Subcontractor's** responsibilities and liabilities specified within the **Subcontract Documents** or by law. **ROEL** makes no representation that coverage and limits required in this Exhibit "C" will necessarily be adequate to protect **Subcontractor**, and such coverage and limits shall not be deemed as a limitation on **Subcontractor's** liability under the indemnities granted to **ROEL** in the **Agreement**.
  - h) If **Subcontractor** employs sub-subcontractors in the performance of its work, **Subcontractor** agrees to obtain equivalent insurance provisions from its sub-subcontractors as required under this **Agreement** and provide a copy of their certificate of insurance to **ROEL**.
  - i) All subcontractors performing DESIGN, ENGINEERING, SURVEYING, TESTING, or other PROFESSIONAL services shall carry PROFESSIONAL LIABILITY (Errors and Omissions) insurance. **This policy shall provide at least \$1,000,000 coverage.** **Subcontractor** shall provide a certificate of insurance confirming such coverage to **ROEL** prior to its start of work.
  - j) CERTIFICATES OF INSURANCE evidencing complete compliance with all of the provisions of this Section (Subcontractor's Insurance), **effective as of the date of this "Agreement"**, shall be submitted by **Subcontractor** to "**ROEL**" prior to commencing any work on the project. Receipt and acceptance of all proper CERTIFICATE(S) OF INSURANCE is a prerequisite to all payments to Subcontractor.
  - k) The words "endeavor to" and "but failure to mail such notice" on a certificate of insurance shall impose no obligation or liability of any kind upon **ROEL**, its agents or representatives and shall be deleted from the certificate form's cancellation provision. Failure of **ROEL** to demand such certificate or other evidence of full compliance with these insurance requirements or failure of **ROEL** to identify a deficiency in the form that is provided shall not be construed as a waiver of **Subcontractor's** obligation to maintain such insurance.
  - l) **OPTIONAL - ALL OPERATIONS CERTIFICATES** – As a courtesy to **Subcontractor**, If **Subcontractor** has previously submitted, or hereafter submits, proper certificates of insurance for ALL OPERATIONS performed by Subcontractor on behalf of ROEL and all others required by the Subcontract Documents, such certificate shall be acceptable to **ROEL** as having met the above requirements as long as all appropriate coverages and endorsements are included therewith. If the **Subcontract Documents** require special certificates, or endorsements on behalf of the **Owner**, or any others, then separate certificates shall be issued by **Subcontractor**.
  - m) **Subcontractor's** failure to maintain the insurance coverage required pursuant to this **Agreement** shall be deemed a **Subcontractor** default pursuant to Article 9 of the **Agreement**. In such event, **ROEL** may terminate this **Agreement** and obtain damages from **Subcontractor** resulting from said default. Alternatively, **ROEL** may purchase such required insurance coverage and without further notice to **Subcontractor**, **ROEL** may deduct from sums due to **Subcontractor** any premium costs advanced by **ROEL** for such insurance.
  - n) **Subcontractor** shall provide certified copies of all insurance policies required above within 10 days of **ROEL's** written request for said copies, or prior to commencing work on the **Project**, whichever is sooner.

3. **PAYMENT POLICY** – **ROEL** makes all payments to its subcontractors within 7 days after having been paid by the project Owner. Subcontractor shall have complied with all work performance and administrative subcontractual requirements prior to payment. If Owner fails to pay **ROEL**, Subcontractor agrees to allow **ROEL** adequate time to institute formal and legal collection proceedings before filing it's own collection enforcement action.