



# SUBCONTRACTOR QUALIFICATION FORM

**GENERAL:**

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

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

Delivery Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

Licensed to  
Perform Work in:

License Number(s):

**TYPE OF BUSINESS:**

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

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

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

Have you ever done business under any other name?    Yes    No    If yes, list name(s):

**FINANCIAL:**

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

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

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

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

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

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

Unsecured Line of Credit Limit: \_\_\_\_\_

How much presently owing? \_\_\_\_\_

Average balance: \_\_\_\_\_

Have you ever factored or assigned your accounts receivable? Yes No

If yes, what year(s)? \_\_\_\_\_

Annual Sales Last Three Years: \$ \_\_\_\_\_ Year (20 \_\_\_\_\_ )  
 \$ \_\_\_\_\_ Year (20 \_\_\_\_\_ )  
 \$ \_\_\_\_\_ Year (20 \_\_\_\_\_ )

*\*Attach a full Financial Statement for the latest full calendar year (this should be CPA audited)*

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

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

Have you ever filed for bankruptcy? Yes No

**SURETY COMPANY:** (Attach letter from bonding company on bonding company letterhead)

Name of Surety Co.: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fax: \_\_\_\_\_

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

*Bonding Capacity:*

Single Job: \_\_\_\_\_ Aggregate: \_\_\_\_\_ Credit: \_\_\_\_\_

**INSURANCE: (attach current Certificate of Insurance)**

COVERAGE TYPE

LIMITS

Workmen's Compensation: \_\_\_\_\_

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

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

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

**REFERENCES:** (Please provide 3 professional non trade references)

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

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

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

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

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

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

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

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

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

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

**WORK IN PROGRESS:**

Job Name	Location	Owner	Contract Amount	Scheduled Completion Date

**COMPLETED PROJECTS: (MAJOR – LAST 5 YEARS)**

<b>Job Name</b>	<b>Location</b>	<b>Owner</b>	<b>Contract Amount</b>	<b>Completion Date</b>

**SAFETY:**

**SAFETY PERFORMANCE:**

List your company's Interstate Experience Rating Modifier (EMR) for the last three years:

YEAR		RATING
20		
20		
20		

List your company's number of injuries / illnesses from your OSHA 300 logs for the last three years:

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

Please provide copies of the following:

OSHA 300 logs for the last three years and current year-to-date.

Check if Enclosed:

Company Safety Contact:

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

**SAFETY PROGRAM:**

<b><i>Safety Program Documentation</i></b>		
a. Do you have a written Safety Program Manual? • Last revision date:	YES	NO
b. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information?	YES	NO
<b><i>Policy Management Support</i></b>		
a. Do you have a safety policy statement from an officer of the company?	YES	NO
b. Do you have a disciplinary process for enforcement of your safety program?	YES	NO
c. Does executive management review:		
Accident Reports	Safety Statistics	Inspection Reports
d. Do you have a written policy on accident reporting and investigation?	YES	NO
e. Do you safety pre-qualify subcontractors?	YES	NO
f. Do you have a light duty return to work policy?	YES	NO

g. Is safety part of your supervisor's performance evaluation?	YES	NO
h. Do you have a personal protective equipment (PPE) policy?	YES	NO
i. Do you have a written substance abuse program?	YES	NO
If Yes, does it include:		
Pre-Employment testing	Return to duty testing	Disciplinary testing
Random testing	Reasonable cause testing	Alcohol testing
Post Accident testing	5 Panel drug screen	
<b>Training &amp; Orientation</b>		
a. Do you conduct safety orientation training for each employee?	YES	NO
b. Do you conduct site safety orientation for every person new to the jobsite?	YES	NO
c. Does your safety program require safety training meetings for each supervisor?	YES	NO
<i>How Often?</i>	Weekly	Monthly
	Quarterly	Annually
d. Do you hold tool box / tailgate safety meetings focused on your specific work operation exposures?	YES	NO
<i>How Often?</i>	Daily	Weekly
	Bi-Weekly	Monthly
e. Do you require equipment operation / certification training?	YES	NO
<b>Administration &amp; Procedures</b>		
a. Does your written safety program address administrative procedures?	YES	NO
If yes, check all that apply:		
Pre-project / task planning	Record Keeping	
Safety Committees	Return to Work	
HAZCOM	Subcontractor Qualification	
Substance Abuse Prevention	Other: _____	
b. Do you have project safety committees?	YES	NO
c. Do you conduct job site safety inspections?	YES	NO
<i>How Often?</i>	Daily	Weekly
	Bi-Weekly	Monthly
d. Do you discuss safety at all pre-construction and progress meetings?	YES	NO
e. Do you perform rigging and lifting checks prior to lifting?	YES	NO

<b>OSHA Inspections</b>		
a. Have you been inspected by OSHA in the last 3 years?	YES	NO
b. Were these inspections in response to complaints?	YES	NO
c. Have you been cited as a result of these inspections? If yes, describe the citations:	YES	NO



EXHIBIT C.1  
INSURANCE REQUIREMENTS

RELATING TO SUBCONTRACT BETWEEN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



- 5.1.7.3 designate Contractor and its affiliates, and their shareholders, directors, officers, members, employees and agents, as additional insured with respect to liability arising out of Work performed by or for Subcontractor in connection with the Subcontract.
- 5.2 Comprehensive or Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required by a combination of underlying policies with the balance provided by an Excess of Umbrella Liability Policy.
- 5.3 If the Contract Documents require insurance coverage or limits greater than those listed above, the requirements of the Contract Documents shall control and shall be provided by Subcontractor to the maximum extent allowed by applicable Law. Each of Subcontractor's liability insurance policies, including liability Coverage (but excluding Subcontractor's Professional Liability coverage), shall be endorsed to provide that they are primary to and non-contributing with, any other insurance carried by, or for the benefit of the Owner, Contractor, Architect/Engineer, or any other party required to be named as Additional Insured under this Contract. Any such insurance maintained by any Additional Insured shall be excess of any insurance maintained by the Subcontractor. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage. If any insurance the Subcontractor furnishes shall be, or become at risk of being, reduced, diminished or exhausted by Claims thereon, Subcontractor agrees to supplement, increase and/or replace such insurance with other insurance to ensure that Subcontractor has available at all times the coverage required hereunder.
- 5.4 Subcontractor's workers' compensation, employers' liability, commercial automobile liability, and commercial general liability policies shall be endorsed to waive all rights of subrogation in favor of Owner, Contractor and its affiliates.
- 5.5 Subcontractor represents and warrants that:
- (a) Owner and Contractor's policies of liability insurance, including Subcontractor's employer's liability, commercial general liability, commercial automobile liability, and excess liability insurance policies have been endorsed to the maximum extent permitted by applicable law, to cover Owner and Contractor as additional insured with respect to liability arising out of work performed by or for Subcontractor, including ongoing and completed operations in connection with this Contract (and such coverage shall provide for the protection of each insured against claims of liability by another insured, under a Severability of Interests/Cross Liability clause).
  - (b) Such policies of insurance have also been endorsed with blanket Additional insured endorsements any third party to the extent required by the Contract Documents.
  - (c) Such endorsements provide as to each additional insured at a minimum coverage to the limits of each such policy for at least each claim to the same extent that Contractor is obligated to indemnify and defend the additional insured as an Indemnified Party under the Contract.
  - (d) All such policies provide that coverage shall not be canceled, reduced, restricted or limited until thirty (30) days after Owner and Contractor has received written notice by certified and registered U. S. Mail, return receipt requested. Subcontractor shall not cause or permit its insurance to be canceled.
  - (e) At Contractor's request, from time to time, originals or certified Copies of required insurance policies shall be provided upon written Request by Contractor.
  - (f) Subcontractor shall not do anything to cause any of the insurance required hereunder to be invalidated in whole or in part.
  - (g) Attached hereto are true and correct copies of the following:
    - (i) current certificates of insurance describing each of the policies of insurance required hereunder;
    - (ii) all policy endorsements required hereunder; and
    - (iii) a current letter of either a licensed agent (s) of the carrier(s) underwriting such endorsements or a licensed attorney, addressed to Owner and Contractor, and confirming on Contractor's behalf that such agent or attorney has reviewed the Contract, and that the endorsements attached hereto provide at a minimum coverage to the limits of each policy, as applicable, for each additional insured, for all claims at least to the same extent that Contractor is obligated to indemnify and defend each such additional insured as an Indemnified Party as described in the Contract, and that coverage thereunder is bound in accordance with Subparagraph 5.5 (c) above.
- 5.6 Subcontractor shall not commence work at the Site under this Subcontract until he has obtained all required insurance and until Contractor has approved such insurances. Approval of the insurance by Contractor shall not relieve or decrease the liability of Subcontractor hereunder. Subcontractor shall not cause any insurance to be canceled nor permit any insurance to lapse. Subcontractor's failure to fulfill these insurance requirements with ten (10) days after receipt of Contractor's notice to proceed shall not be considered cause for any adjustment to Subcontractor's compensation or schedule. Contractor's approval of Subcontractor's insurance shall not relieve or decrease the liability of Subcontractor hereunder.
- 5.7 All insurance shall be issued by insurance carriers licensed to do business in Texas at the time the policy is issued and rated by A.M. Best Company as A-VIII or better, confirmed by one or more insurance certificates listing Contractor's name and address as a Certificate Holder, and list the name of Project as described in this Subcontract and the name and phone number of the broker who prepared the certificate. Certificates of insurance on Acord form 25 (2010/05) shall be filed with Contractor prior to commencing work. Certificates shall confirm that coverages shall not be canceled, reduced, restricted or limited until thirty (30) days after Contractor has received written notice by certified and registered U. S. Mail, return receipt requested. Subcontractor's failure to furnish either satisfactory insurance or required certificates within 10 days of notice to proceed shall not be considered cause for any adjustment to the time or compensation. The required insurance must be written by a company licensed to do business in Texas as the time the policy is issued. Subcontractors shall require all of its sub-Subcontractors to have the above same coverages required hereunder, 9

Middleman Construction • Subcontractor Qualification Form

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

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

**Contractor:**

**Subcontractor:**

Middleman Construction Company LLC

\_\_\_\_\_

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

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

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

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

# EXAMPLE CERTIFICATE OF INSURANCE

<b>ACORD</b> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID PS MDDL-3	DATE (MM/DD/YYYY) 11/13/08
PRODUCER     INSURED   CONTRACTORS NAME CONTRACTORS ADDRESS CONTRACTORS CITY, STATE ZIP	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <b>INSURANCE COMPANY A RATED</b>	
		INSURER B: <b>INSURANCE COMPANY A RATED</b>	
		INSURER C: <b>INSURANCE COMPANY A RATED</b>	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000.
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000.
						PERSONAL & ADV INJURY \$ 1,000,000.
						GENERAL AGGREGATE \$ 2,000,000.
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000.
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	X	AUTOMOBILE LIABILITY	POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
B	X	EXCESS/UMBRELLA LIABILITY	POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000.
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000.
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
C	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY NUMBER			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000.
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000.
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**PROJECT: INSERT PROJECT NAME & ADDRESS HERE**

**MIDDLEMAN CONSTRUCTION COMPANY AND "INSERT PROJECT OWNERS NAME HERE" ARE LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY IS ENDORSED WITH CG2503 AGGREGATE LIMITS PER PROJECT AND ADDITIONAL ENDOREMENT CG20101185**

<b>CERTIFICATE HOLDER</b>    MIDDLEMAN CONSTRUCTION COMPANY ATTN: MARK MIDDLEMAN 9631 MCCULLOUGH SAN ANTONIO TX 78216	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

(FORM B) OR CG2010 (10/93) AND CG2037 OR 2033 AND CG2037 OR AN ADDITIONAL INSURED ENDORSEMENT WITH EQUIVALENT LANGUAGE TO INCLUDE COMPLETED OPERATIONS (YOUR WORK). GENERAL LIABILITY COVERAGE IS PRIMARY AND NON CONTRIBUTORY TO ANY OTHER INSURANCE OF MIDDLEMAN CONSTRUCTION COMPANY AND "INSERT PROJECT OWNER".

A WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF MIDDLEMAN CONSTRUCTION COMPANY AND THEIR EMPLOYEES AND "INSERT OWNERS NAME" ON THE GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMP POLICIES.

THE UMBRELLA COVERAGE IS FOLLOW FORM ON THE ABOVE REFERENCED POLICIES.

30 DAY NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON PAYMENT OF PREMIUM.

IF A RESIDENTIAL PROJECT - CERTIFICATE MUST ADVISE "NO RESIDENTIAL EXCLUSIONS" AND PROVIDE COPIES OF ANY RESIDENTIAL LIMITATIONS.