



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

I have included ALL of the following items:

- \_\_\_ Completed Subcontractor Prequalification Form
- \_\_\_ Copy of Contractors State License
- \_\_\_ Attach list of 3 General Contractor References
- \_\_\_ Attach list of 3 Current & 3 Recently Completed Projects
- \_\_\_ Copy of Current Insurance Certificate meeting all requirements
- \_\_\_ Hourly Rate Sheet
- \_\_\_ W9

We have attempted to answer all questions fully and completely to assure that our answers are not in any respect misleading, either express or implied or by omitting information. We recognize that Proforma Construction will be relying on the accuracy of the information provided in this submission in making its decision on accepting bids and awarding work to our company.

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

Print Name: \_\_\_\_\_



Thank you for your interest in Proforma Construction. In order to develop a more complete knowledge of your company and better match upcoming opportunities to your capabilities, please complete the attached pages and return to:

**Proforma Construction, Inc.**  
**4439 Stoneridge Dr. #220**  
**Pleasanton, CA 94588**  
**FAX: 925-426-2444**

**COMPANY/CONTACT INFORMATION**

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

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

\_\_\_\_\_

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

Company Website: \_\_\_\_\_

Year Company Started: \_\_\_\_\_ Union: \_\_\_\_ Non Union: \_\_\_\_

**CONTACTS:**

Primary/Project Manager: \_\_\_\_\_

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

Estimating Contact: \_\_\_\_\_

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

Accounting Contact: \_\_\_\_\_

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

Insurance Contact: \_\_\_\_\_

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

**TRADES:**

(List the trades your company is interested in bidding)

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4439 STONERIDGE DR #220, PLEASANTON, CA 94588  
PHONE: 925-426-1317 FAX: 925-426-2444 [WWW.PROFORMACO.COM](http://WWW.PROFORMACO.COM)



**GEOGRAPHICAL AREAS:**

(List the cities/areas in which you are willing to work)

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**PROJECT SIZE:**

(Check the project size your company is most competitive in performing)

|                             |                                 |
|-----------------------------|---------------------------------|
| _____ Under \$25,000        | _____ \$100,000 to 500,000      |
| _____ \$25,000 to \$100,000 | _____ \$500,000 to 1M and above |

**WORKERS COMPENSATION AND SAFETY**

List your company's Workers' Compensation Interstate/Intrastate Experience Modification Rate for the 3 most recent years.

|                |                |                |
|----------------|----------------|----------------|
| _____ - _____  | _____ - _____  | _____ - _____  |
| Year      Rate | Year      Rate | Year      Rate |

How many OSHA violations has your company received in the last 3 years?

|                        |                        |                        |
|------------------------|------------------------|------------------------|
| _____ - _____          | _____ - _____          | _____ - _____          |
| Year - General/Serious | Year - General/Serious | Year - General/Serious |

Provide a brief description of the violations:

|       |
|-------|
| _____ |
| _____ |
| _____ |

Do you have a qualified person responsible for safety within your company? Y \_\_\_\_\_ N \_\_\_\_\_

If Yes, provide Name & Email: \_\_\_\_\_

Does this person do safety inspections on all your projects? Y \_\_\_\_\_ N \_\_\_\_\_

What is the frequency of inspections: \_\_\_\_\_

Do you have a written company safety program manual & will you provide a copy if requested? Y \_\_\_\_\_ N \_\_\_\_\_

Do you require documented job site safety meetings for your employees? Y \_\_\_\_\_ N \_\_\_\_\_

Do you supply your own hard hats and safety vests? Y \_\_\_\_\_ N \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |
|                                                        | 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                             |
|                                                        | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ► | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
|                                                        | 5 Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Requester's name and address (optional)                                                                                                                                                                                                                                     |
|                                                        | 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                             |
|                                                        | 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                             |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |   |  |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number         |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  | - |  |
| or                             |  |  |  |   |  |  |  |   |  |
| Employer identification number |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  |   |  |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## **INSURANCE REQUIREMENTS**

### **ATTACH A COPY OF YOUR EVIDENCE OF INSURANCE MEETING ALL REQUIREMENTS**

#### **1.0 Mandatory Insurance Requirements**

Prior to commencing work, and until all obligations under this Contract are fulfilled, Subcontractor shall, at its sole expense, procure and maintain not less than the following coverage and limits of insurance. Such insurance shall be under forms of policies and from insurance companies satisfactory to Contractor. Insurance shall be placed with insurers with an A.M. Best rating of at least A- IX, and insurers must be authorized to do business in the state in which the work is being performed.

#### **1.1 Workers' Compensation and Employers Liability Insurance as required by applicable law or regulations.**

- 1.1.1 Employers Liability with a \$1,000,000 limit.
- 1.1.2 Waiver of subrogation endorsement in favor of the Contractor and Owner.
- 1.1.3 U.S. L&H and Jones Act coverage is required if any exposure exists.
- 1.1.4 Programs underwritten by any Self Insured Group require Contractor's prior written approval.
- 1.1.5 If Subcontractor leases employees through an employment management, PEO or other such company, evidence of insurance must be provided through an Alternate Employer/Leased Employee endorsement naming Subcontractor on the employment company's workers' compensation policy.

#### **1.2 Commercial General Liability Insurance on a coverage form at least as broad as 2001 ISO Occurrence form CG 0001.**

- 1.2.1 The minimum limits of liability shall be as listed below, or as required in the prime contract, or as carried by the subcontractor, *whichever is greater*:
  - \$2,000,000 each occurrence
  - \$2,000,000 personal and advertising injury
  - \$2,000,000 general aggregate
  - \$2,000,000 products and completed operations aggregateThese limits can be provided in combination with an umbrella or excess policy.
- 1.2.2 Coverage shall include:
  - Per project general aggregate endorsement
  - Broad form property damage including Completed Operations
  - Coverage for claims arising out of subsidence or earth movement
  - Contractual Liability insuring obligations assumed in this agreement
- 1.2.3 Subcontractor shall maintain general liability and completed operations coverage through the expiration of the construction statute of repose period established by the state civil code where the project is located.
- 1.2.4 Claims made or modified occurrence policy forms are not acceptable.
- 1.2.5 A waiver of subrogation endorsement in favor of Contractor and Owner must be provided.

#### **1.3 Additional Insured and Primary Insurance Requirements:**

- 1.3.1 The subcontractor and any lower tier subcontractors shall endorse its Commercial General Liability policy to add all parties required to be named as additional insured in the prime contract including without limitation Contractor, its directors, officers and employees and Owner.



- 1.3.2 The form of the Additional insured Endorsement shall be ISO CG 20 10 11 85 or unmodified equivalent, or ISO CG 20 10 07 04 in conjunction with CG 20 37 07 04.
- 1.3.3 A separate Primary and Noncontributory endorsement stating that Subcontractor's insurance shall apply as primary and any other insurance carried by Contractor or Owner will be excess only and will not contribute with this insurance. The form of the Primary and Noncontributory endorsement shall be ISO CG 20 01 04 13 or unmodified equivalent.
- 1.3.4 Additional insured endorsements shall be provided through the end of the construction period and for the warranty term following project completion.
- 1.4 Automobile Liability Insurance on a coverage form at least as broad as ISO CA 0001, including:
  - 1.4.1 \$1,000,000 Combined Single Limit for bodily injury and property damage
  - 1.4.2 Coverage on any automobile basis, including all owned, non-owned and hired autos
  - 1.4.3 Any subcontractors subject to the Motor Carrier Act of 1980 must provide a MCS-90 endorsement with a primary limit of \$1,000,000 each accident.
- 1.5 Umbrella or Excess Liability Insurance:
  - 1.5.1 If higher limits of coverage are required by the Prime Contract, the subcontractor will comply with such limits by providing evidence of an umbrella or excess liability policy. This policy shall be subject to all the requirements of the general liability policy as stated in section 1.2 and 1.3
- 1.6 Certificates of Insurance
  - 1.6.1 Subcontractor shall furnish certificates of insurance and required endorsements acceptable to Contractor before commencing any work on the project, and before payment of final retention.
  - 1.6.2 Payment may be withheld or work suspended, at the option of Contractor, until such acceptable certificates and endorsements have been furnished. Failure to provide acceptable certificates and endorsements shall be considered a material breach of contract. Copies of subcontractor's insurance policies shall be furnished upon reasonable request.
  - 1.6.3 Subcontractor shall immediately notify Contractor in writing after receiving a notice of cancellation of any insurance policy applicable to this Agreement. Payment may be withheld or work suspended until withdrawal of cancellation or reinstatement of the canceled policy.
  - 1.6.4 Acceptance of certificates of insurance by Contractor shall in no way limit Subcontractor's duties and responsibilities under this Agreement, including the duty to indemnify Contractor and Owner.
- 1.7 Insurance Requirements for Sub-Subcontractors, Truckers, Trucking Brokers, Sub-Haulers, Vendors and Suppliers:
  - 1.7.1 Subcontractor is responsible for verifying that its' Subcontractors, Truckers, Trucking Brokers, Sub-Haulers, Vendors and Suppliers of any tier maintain insurance in like form and amounts, including the Additional Insured requirements stated in Section 1.5, and will provide Contractor evidence of such insurance before allowing the lower tier subcontractors to begin work on the project.
- 1.8 Builder's Risk Insurance
  - 1.8.1 Subcontractor shall satisfy itself as to the existence and extent of Builder's Risk insurance prior to commencing work.
  - 1.8.2 If Builder's Risk insurance purchased by Owner or Contractor covers loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible.
  - 1.8.3 If Owner or Contractor has not purchased Builder's Risk insurance covering the full insurable value of Subcontractor's work, Subcontractor may procure such coverage at its own expense.



Such insurance shall also apply to Owner's or Contractor's property in the care, custody or control of Subcontractor.

- 1.8.4 Contractor and Subcontractor waive all rights against each other and against all other Subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights they may have to the proceeds of such insurance.

#### 1.9 Other Requirements

- 1.9.1 Insurance coverage in the minimum amounts set forth herein shall not relieve Subcontractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other available actions under any other provision of this Agreement or law.
- 1.9.2 Subcontractor's obligations for loss or damage arising out of Subcontractor's work are not limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations arising out of this Agreement.
- 1.9.3 Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier.
- 1.9.4 Contractor makes no representation as to the amount of insurance coverage required to protect Subcontractor's interests.
- 1.9.5 Should any insurance policy lapse or be canceled during the contract period, Subcontractor shall, prior to the effective expiration or cancellation date, furnish Contractor with evidence of renewal or replacement of the policy. Failure of the Subcontractor to provide timely notice of pending cancellation shall be considered a material breach of contract.

## ADDITIONAL INSURANCE REQUIREMENTS

#### 2.1 Professional Liability Insurance (FOR ARCHITECTS, ENGINEERS, and CONSULTANTS)

- 2.1.1 Professional Liability insurance in the amount of \$1,000,000 per claim/aggregate shall be carried by Subcontractor if work under this Agreement includes any professional services, design assist, design-build, stamped drawings or LEED certification services.
- 2.1.2 Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.
- 2.1.3 Claims-made policies must have a retroactive date prior to the first date design services were performed under the Scope of Work, and coverage must extend a minimum of five (5) years beyond Consultant's completion of Scope of Work, or end of this Agreement, whichever is later.
- 2.1.4 If Claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the Agreement effective date, the Consultant must purchase Extended Reporting Tail coverage for a minimum of five (5) years beyond completion of Scope of Work or end of this Agreement, whichever is later.

#### 2.2 Pollution Liability Insurance (FOR ALL SUBCONTRACTORS)

- 2.2.1 Contractor's Pollution Liability insurance with limits no less than \$1,000,000 aggregate is required for all Subcontractors and their Subcontractors or Suppliers of any tier. Policy should provide coverage for:
  - 2.2.1.1 bringing pollutants to the job site, or;
  - 2.2.1.2 operations that create a pollution exposure, or;
  - 2.2.1.3 performing work on or penetrating or sealing the building envelope, or dealing with water. Coverage for mold and bacteria is required in these cases.



2.2.1.4 work that could in any way contribute to or cause airborne silica to be released. Coverage for silica is required in this case.

2.2.2 The Owner and Contractor must be named Additional Insured on this policy.

2.3 Hazardous Materials Abatement

2.3.1 Contractor's Pollution Liability with limits no less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate is required if Subcontractor or their Subcontractors or Suppliers of any tier are required to perform remediation of hazardous materials as those terms are defined in federal, state or local law; or if their operations involve an exposure to hazardous materials.

2.3.2 The Owner and Contractor must be named Additional Insured on this policy.

2.3.3 If Subcontractor or their Subcontractors or Suppliers haul hazardous materials, the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. If Subcontractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.

2.4 Riggers Liability

2.4.1 Subcontractor shall carry Rigger's Liability Insurance with limits no less than \$1,000,000 per occurrence if Subcontractor's work involves moving, lifting, lowering, rigging or hoisting of property or equipment belonging to others. Such insurance shall insure against physical loss or damage to the property or equipment. Deductibles greater than \$50,000 require Contractor's prior written approval.

2.5 Work Near Railroads

2.5.1 If Subcontractor or their Subcontractors or Suppliers performs any work or conducts any operations within fifty feet of any railroad (including light rail, fixed rail or any other rail system), Subcontractor Commercial General Liability policy shall be endorsed to delete any exclusion, including the Contractual Liability exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor before work within fifty feet of the railroad commences.

2.6 Aircraft/Helicopter Insurance

2.6.1 Aircraft Liability insurance with limits no less than \$10,000,000 per occurrence, including Passenger Liability, shall be provided if the Subcontractor or their Subcontractors use any owned, leased, chartered or hired aircraft of any type in the performance of this Agreement.

2.6.2 Subcontractor or their Subcontractor shall name Contractor and Owner as Additional Insured as respects aircraft liability and provide a Waiver of Subrogation endorsement of Contractor and Owner as respects physical damage to the aircraft or helicopter hull.

2.6.3 Evidence of coverage in the form of a certificate of insurance and acceptable endorsements shall be provided prior to the start of the project.

**SEE ATTACHED SAMPLE CERTIFICATE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                            |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>PRODUCER</b><br>Brokers Name<br>CA License No<br>12345 Street<br>Anytown, CA 12345 | <b>CONTACT NAME:</b> Brokers Name<br><b>PHONE (A/C, No, Ext):</b> Brokers Phone<br><b>FAX (A/C, No):</b> Brokers Fax<br><b>E-MAIL ADDRESS:</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> AM Best Rating A- X (or better)<br><b>INSURER B:</b> AM Best Rating A- X (or better)<br><b>INSURER C:</b> AM Best Rating A- X (or better)<br><b>INSURER D:</b> AM Best Rating A- X (or better)<br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b><br>must list |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                            | TYPE OF INSURANCE                                                                                                                                                                                                                                                                 | ADDL INSD                           | SUBR WVD                                | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------|------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/>     | Complete policy number | xx/xx/2014              | xx/xx/2015              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| <input checked="" type="checkbox"/> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS     |                                     |                                         | Complete policy number | xx/xx/2014              | xx/xx/2015              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| <input checked="" type="checkbox"/> | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                     |                                     |                                         | Complete policy number | xx/xx/2014              | xx/xx/2015              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                     | <input type="checkbox"/> Y/N        | <input checked="" type="checkbox"/> N/A | Complete policy number | xx/xx/2014              | xx/xx/2015              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
|                                     | Professional / Pollution                                                                                                                                                                                                                                                          |                                     |                                         | Complete policy number | xx/xx/2014              | xx/xx/2015              | 1,000,000                                                                                                                                                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job # / Job Name & Location

Proforma Construction, its officers, directors and employees; Project Owner, are added as additional insureds as required by written contract in respects to General Liability, per attached. The General Liability policy evidenced herein is Primary & Non-Contributory where required by written contract with the named insured. A Waiver of Subrogation is granted in favor of the additional insureds with respects to General Liability and Workers Compensation in accordance with the policy's provisions, per attached.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                   |                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proforma Construction<br>4439 Stoneridge Drive, Suite 220<br>Pleasanton, CA 94588 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><b>AUTHORIZED REPRESENTATIVE</b><br>Brokers Signature |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                     | <b>Location And Description Of Completed Operations</b> |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT                                                           |                                                         |
|                                                                                                        |                                                         |
|                                                                                                        |                                                         |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                         |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>                                     | <b>Location(s) Of Covered Operations</b> |
|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT                                                           |                                          |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                          |

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

SAMPLE

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR  
AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

### SCHEDULE

#### PERSON OR ORGANIZATION

ANY PERSON OR ORGANIZATION FOR WHOM THE  
NAMED INSURED HAS AGREED BY WRITTEN  
CONTRACT TO FURNISH THIS WAIVER

#### JOB DESCRIPTION

BLANKET WAIVER OF SUBROGATION

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **XX/XX/2014**

Policy No. **ENTER**

Endorsement No. **001**

Insured: **Upstream Builders**

Premium \$ **INCL.**

Insurance Company: **Insurance Company**

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