



4657 S. Contractors Way
Tucson, AZ 85714
www.marsh-development.net
Federal Tax ID: 72-158-1901
ROC 235112, 256061
Office: (520) 439-4034

Thank you for your interest in working with Marsh Development, Inc.

Following is a prequalification form, addendum, sample COI outlining insurance requirements and information on prevailing wage and sub-tier contractors.

Please familiarize yourself with these requirements and verify that you are able to comply.

If successful, a subcontract will be awarded for any qualified projects on which a proposal submitted by your company has been accepted. Please do not amend, delete or otherwise alter said subcontract agreement.

Marsh looks forward to a successful relationship. Thank you!



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WOSB, SDB, ESB / ROC 235112B/256061A

Subcontractor Qualification Form

Please complete the following to the best of your ability. We realize that the information requested may not apply to every subcontractor. If you are a supplier, rather than listing previous experiences on past projects, please provide recent data on projects for which you have supplied material.

COMPANY INFORMATION

Company Name: _____ Specialty: _____

Contact Person: _____ Title: _____

Address: _____

Telephone: _____ Cell #: _____

E-mail: _____ Web: _____

Business Status: (Please check all that apply)

- Large Business (LB) Small Business (SB)
- Small Disadvantaged Business (SDB) Woman Owned Small Business (WOSB)
- Minority Business Enterprise (MBE) Veteran Owned Small Business (VOSB)
- Service Disabled Veteran Owned Small Business (SDVOB)
- Historically Black College or University / Minority Institution (HBCU / MI)
- HUB Business (State of Texas Only)

Number of Employees: _____ # Years in Business: _____ Annual Volume: \$_____

Please indicate if your firm is registered with any of the following Small Business Administration (SBA) programs:

- HUBZone Certification Certified Small Disadvantaged Business (SDB) Program
- 8(a) Certification Program 8(a) Certification #: _____



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Is your firm bondable? Yes No Bonding Limit: _____

Name of Surety: _____

Does your firm have a Substance Abuse Program? Yes No

Does your firm have a Safety Program? Yes No

What is your current EMR (Experience Modification Rating)? _____

(Multiplier used in Worker's Compensation premium calculations to recognize accidents)

PROJECT EXPERIENCE

Typical Range of Projects Performed: Average Project: \$ _____

Smallest Project: \$ _____

Largest Project: \$ _____

Years of experience on Design / Build Projects:

Federal: _____ Non-Federal: _____ Commercial: _____

List five completed projects.

(1) Project Name: _____ Location: _____

Point of Contact: _____ Phone #: _____

Year work was completed: _____ \$ Value: _____

(2) Project Name: _____ Location: _____

Point of Contact: _____ Phone #: _____

Year work was completed: _____ \$ Value: _____

(3) Project Name: _____ Location: _____

Point of Contact: _____ Phone #: _____

Year work was completed: _____ \$ Value: _____



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(4) Project Name: _____ Location: _____
Point of Contact: _____ Phone #: _____
Year work was completed: _____ \$ Value: _____

(5) Project Name: _____ Location: _____
Point of Contact: _____ Phone #: _____
Year work was completed: _____ \$ Value: _____

Please provide at least three (3) suppliers and/or General Contractor references.

<u>Company Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____

I am interested in bidding and performing work for Marsh.

Signature Title Date

Any additional information about your firm (brochures, reference, list of current projects & contract amounts, etc.) you can provide will be appreciated. Please return to Marsh with completed W-9. Thank you.



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I, _____, with _____

Name and Title

Company

Acknowledge and accept the following terms as conditions of accepting a subcontract agreement issued by Marsh Development, Inc.

___ **THIS IS A 'PAID WHEN PAID' AGREEMENT SUBJECT TO ANY SUCH PAYMENT RECEIVED FROM OWNER. Please Note: Many of our projects only allow billable percentages for materials stored on site and/or for work actually performed on site. Payments are additionally subject to approved submittals. All progress payments are subject to a 5% Close Out withholding until project completion and final payment is received by Marsh Development from Owner. Additional retention may apply if withheld by Owner.**

___ Each payment, including final payment, will not become due until the Subcontractor has:

- 1) provided all required lien releases from any and all suppliers, vendors, and sub tier contractors;
- 2) satisfied all payroll submission requirements through billing period;
- 3) provided current Certificates of Insurance with proper endorsements.

Pay requests submitted without the proper forms and back-up requested by MARSH and the contract will be delayed until the proper paperwork is received. The said pay request will be advanced to the next scheduled draw period(s) until properly executed.

___ Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of its obligations hereunder, and two years after completion, insurance coverage with limits not less than those set forth in subcontract agreement with insurers and under forms of policies satisfactory to Marsh Development.

___ The subcontractor acknowledges that projects may be Federally Funded requiring certified payrolls and prevailing wages shall apply. Payroll is to be on a weekly basis and certified payrolls submitted to Marsh weekly.

___ Subcontractor represents that, prior to submitting his bid, he has visited the site to ascertain the nature and location of the work, character and accessibility of the site, available facilities, location and character of existing work in or adjacent to the site, and all other general and local conditions including labor which might affect the work or the cost thereof.

___ Is fully experienced, properly licensed, and qualified as an expert to perform the Work.

___ Is properly and adequately staffed, equipped, organized, and financed to perform the Work

___ Shall perform the Work as an independent contractor and not as an agent of Contractor.

___ Shall finance its own operations hereunder.

____ Time is of the essence. Subcontractor shall commence with the approvals, submissions, purchases and deliveries of all materials required for the Work immediately on the execution of Subcontract. Deliveries of materials to the project site and field work operations shall commence by Subcontractor as required by the project schedule or immediately after being notified to do so. Subcontractor's field operations shall start at locations and times as Contractor may designate and shall continue diligently until Work is completed. Subcontractor shall perform in accordance with the schedule prepared by Contractor and subsequent modification or updates of such schedule

Acknowledgement and acceptance of the above terms and conditions does not constitute a Subcontract Agreement, but will become part of the Subcontract Agreement if one is issued.

Any objections or reservations to any of the above may be cause for rejection of bid/proposal submitted to Marsh Development for any given project.

Objections or reservations to any of the above MUST be discussed and negotiated IN WRITING with the Owner(s) of Marsh Development PRIOR TO subcontract finalization.

The Subcontractor PreQualification form must be completed and approved /on file prior to issue of any subcontract. This can be found on our website, www.marsh-development.net .

Acknowledged, _____, Date _____

Signature

PLEASE COMPLETE AND RETURN TO PATTYP@MARSH-DEVELOPMENT.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2023

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).

PRODUCER AGENCY NAME AGENCY ADDRESS	CONTACT NAME: AGENCY CONTACT NAME
	PHONE (A/C, No, Ext): AGENCY PHONE NUMBER FAX (A/C, No): AGENCY FAX
	E-MAIL ADDRESS: AGENTEMAIL@AGENCY.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Insurance Carrier
	NAIC # 25135
INSURED SUBCONTRACTOR NAME SUBCONTRACTOR ADDRESS	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1032447107

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	POLICY #	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15, 000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	POLICY #	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/>		POLICY #	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POLICY #	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Any and all work

It is agreed that General Contractor and Owner are named as Additional Insureds and applies to completed and ongoing operations per attached CG2010 11/85 or CG2010 07/04 and CG2037 07/04. Insurance is Primary and Noncontributory. Waiver of Subrogation applies to General Liability and Workers Compensation per attached CG2404 05/09 and WC000313 04/84.

CERTIFICATE HOLDER**CANCELLATION**

Marsh Development, Inc.
4657 S. Contractors Way
Tucson AZ 85714
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Marsh Development, Inc and Owner

Job .

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Marsh Development, Inc. and Owner	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Marsh Development, Inc and Owner	
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.

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.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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:

Marsh Development, Inc. and Owner

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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Marsh Development Inc and Owner

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
Endorsement No.
Insured

Policy No.
Premium \$

Countersigned By _____



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FOR PROJECTS SUBJECT TO PREVAILING WAGE PROVISIONS, PLEASE NOTE:

The utilization of any sub-tier contractors must be disclosed on the SF1413, Part II, Box 14 A thru D. Additionally, you must submit a SF1413 from your sub-tier; issued by *your company* (Name of Awarding Firm, Box 7a). Prime Contract Number, Prime Contractor and Project Information to remain the same. Part I signature (box 11) is Prime Contractor's. Sub-tiers will be under the same requirements and obligations as Marsh's subcontractor (your company). Insurance certificates listing Marsh Development and Owner as Additional Insured; Waivers of Subrogation are required.

Documents to be on file with Marsh prior to commencement of work.

Release / Waiver may be required from sub-tier contractors for release of payment to Marsh's subcontractor.

The requirement for completing and submitting the SF 1413 is stipulated by Federal Acquisition Regulation (FAR) 52.222-11. The clause states that contractors and subcontractors (all tiers) performing on a Federal contract involving construction in excess of \$2,000 are required to submit a fully executed SF 1413 Statement and Acknowledgement **within 14 days of award** of each subcontract to the Contracting Officer. In addition, the clause states the prime contractor **is responsible for compliance by any subcontractor** (all tiers) performing construction (within the United States) with the following contract clauses as listed in 52.222-11(b):

1. Davis Bacon Act (52.222-6);
2. Contract Work Hours and Safety Standards Act— Overtime Compensation (if the clause is included) (52.222-4);
3. Apprentices and Trainees (52.222-9);
4. Payrolls and Basic Records (52.222-8);
5. Compliance with Copeland Act Requirements (52.222-10);
6. Withholding of Funds (52.222-7);
7. Subcontracts (Labor Standards) (52.222-11);
8. Contract Termination—Debarment (52.222-12);
9. Disputes Concerning Labor Standards (52.222-14);
10. Compliance with Davis-Bacon and Related Act Regulations (52.222-13); and
11. Certification of Eligibility (52.222-15)



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Payroll Reporting:

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed for the preceding weekly payroll period, except that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and be delivered to a representative of the federal or state agency in charge (by Prime Contractor). This must be submitted **within seven days** after the regular pay date for the pay period.

Please review and ensure payroll reports are accurate and properly signed before submitting to Marsh Development.

ALL ABOVE AS PER SUBCONTRACT AGREEMENT REQUIREMENTS.