

## Contractor's Qualification Statement

### INSTRUCTIONS TO CONTRACTORS

Paperwork Included:

- Contractor's Qualification Statement - this is a fillable pdf form
  - E&A Standard Insurance Specifications for Contractors
    - Sample Certificate of Insurance

When completed, return all required paperwork to:

Meghan Clay  
mclay@eacg.com  
E & A Consulting Group, Inc.  
10909 Mill Valley Rd, Ste 100  
Omaha, NE 68154

Completed paperwork can be emailed, mailed or dropped off at E&A's front desk

# Contractor's Qualification Statement

(Attach Additional Sheets as Needed)

1. Contractor's Legal Name:
2. Principals:
3. Contractor's Primary Point of Contact (Name, Title, Phone Number & email address):
4. Year in Which the Business was Established:
5. Number of Employees by Trade and Years of Experience:

6. List of heavy equipment owned:

7. Similar projects completed in last three years (list a max of 5 projects):

Project Name	Contract Value (in thousands)	Year Completed	Contractor's Representative:	Owner's Representative & Phone No:
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8. Additional References, if any:

9. Services Provided:

- |   |  |
|---|--|
| <input type="checkbox"/> Basin Clean Out                              | <input type="checkbox"/> Sanitary Sewer                        |
| <input type="checkbox"/> Basin Closures & Conversions                 | <input type="checkbox"/> Seeding & Matting                     |
| <input type="checkbox"/> Box Culverts                                 | <input type="checkbox"/> Silt Fence Installation & Maintenance |
| <input type="checkbox"/> Bridges                                      | <input type="checkbox"/> Snow Removal                          |
| <input type="checkbox"/> Grading                                      | <input type="checkbox"/> Storm Sewer                           |
| <input type="checkbox"/> Landscape/Park & Right of Way<br>Maintenance | <input type="checkbox"/> Streambank Stabilization              |
| <input type="checkbox"/> Paving, Asphalt                              | <input type="checkbox"/> Street Repairs                        |
| <input type="checkbox"/> Paving, PCC                                  | <input type="checkbox"/> Street Sweeping                       |
| <input type="checkbox"/> Retaining Walls, Modular                     | <input type="checkbox"/> Trails, Sidewalks & Curb Ramps        |
| <input type="checkbox"/> Retaining Walls, Structural                  | <input type="checkbox"/> Other                                 |

If “Sanitary Sewer” or “Storm Sewer” were selected, what is your licensed\* sewer layer’s name and license number?

\*as defined in the Municipal Code of Omaha, NE, Chapter 49, Article II Licensing, Division 5 Sewer Layers

10. Please provide the following documentation when returning this completed form:

- Letter of Good Standing from the NE Secretary of State
- Current Certificate of Contractor Registration from the NE Department of Labor (<https://dol.nebraska.gov/LaborStandards/Contractors/Overview>)
- Current W-9 (<https://www.irs.gov/forms-pubs/about-form-w-9>)
- Current Certificate of Insurance meeting the limits shown in the attached “Insurance Requirements for Contractors” dated 2024-05-13 with E&A as the Certificate holder.

11. E&A bids both public & private work. For public work, contactors are required to use the Federal Government’s E-Verify system. On which type of work do you wish to bid?

- Public                                       Private                                       Both

12. By signing below, Contractor attests that (1) the above information is correct and that (2) they can provide Performance Bonds as required.

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Printed Name

Title

Date

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Signature

# INSURANCE REQUIREMENTS FOR CONTRACTORS

It is the policy of E & A Consulting Group, Inc. (E&A) that all Contractors provide a valid Certificate of Insurance indicating that the following insurance requirements have been met:

## General Liability

- Limits of at least:
  - \$1,000,000 per Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Completed Operations Aggregate
  - \$1,000,000 Personal and Advertising Injury
  - \$5,000 Medical Expense (any one person)
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- E&A and the Owner shall be named as Additional Insured on a primary and non-contributory basis including completed operations.
- Contractor agrees to waive its rights of recovery against E&A and the Owner. Waiver of Subrogation in favor of E&A shall be added to the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

## Automobile Liability

- Limits of at least: \$1,000,000 CSL per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- E&A and the Owner shall be named as Additional Insured.
- Contractor agrees to waive its rights of recovery against E&A and the Owner. Waiver of Subrogation in favor of E&A shall be added to the policy.

## Workers Compensation

- Limits: Statutory coverage for the state where the project is located
- Employers Liability limits:
  - \$500,000 each Accident
  - \$500,000 Disease - Per Person
  - \$500,000 Disease - Policy Limit
- Contractor agrees to waive its rights of recovery against E&A and the Owner.
- USL&H and Jones Act when applicable.

## Umbrella / Excess

- Limits of at least: \$2,000,000 per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.
- E&A and the Owner shall be named as Additional Insured.
- Contractor agrees to waive its rights of recovery against E&A and the Owner. Waiver of Subrogation in favor of E&A shall be added to the policy.

Evidence of such insurance coverage in effect shall be provided to E&A in the form of an Acord certificate of insurance executed by a licensed representative of the participating insurer(s). Policies shall be endorsed to provide certificate holder with 10 days of prior notice of cancellation. Certificate along with appropriate endorsement(s) shall be provided to E&A within three (3) business days of execution of contract. Lastly, the certificate shall specifically refer to the E&A project number listed below.

Failure of E&A to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of E&A to identify a deficiency from evidence provided by Contractor shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Contractor shall indemnify, defend and save harmless the Owner, E&A, and the Owner's officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said Owner, E&A, and the Owner's officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said Contractor or its servants, agents and subcontractors, in doing the work herein contracted for, or by or in consequence of any negligence in guarding the same or any improper material used in its construction, or by or on account of any act or omission of said Contractor or its servants, agents and sub-contractors; and also from all claims of damage for infringement of any patent in fulfilling this Contract. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

By requiring insurance under this contract, E&A does not represent that the coverage and limits required will necessarily be adequate to protect the Contractor's interest in the work. Such coverage and limits shall not be deemed or construed to be any limitation on the Contractor's liabilities under any indemnification obligations provided to E&A under this contract.

**Certificate Holder**

E & A Consulting Group, Inc.  
10909 Mill Valley Rd, Ste 100  
Omaha, NE 68154  
402.895.4700

The certificate of insurance should be emailed to [mclay@eacg.com](mailto:mclay@eacg.com)

A current certificate of insurance that satisfies these specifications must be received by E&A prior to the payment of any of the Contractor's invoices.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2024

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> Sample Insurance Agency P.O. Box 1234 Omaha NE 68123	Items in Yellow need to be updated per the Covered Entity's Policy	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): XXX-XXX-XXXX E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A: XYZ Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> ABC Construction 123 Rightway St. Omaha NE 68123		

**COVERAGES**

CERTIFICATE NUMBER: 1121441151

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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	POLICY NUMBER	00/00/0000	00/00/0000	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	POLICY NUMBER	00/00/0000	00/00/0000	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ XXXXXXXX <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	POLICY NUMBER	00/00/0000	00/00/0000	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
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 Y/N <input type="checkbox"/> N/A		N	POLICY NUMBER	00/00/0000	00/00/0000	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**CERTIFICATE HOLDER****CANCELLATION** 10 days notice for nonpayment

E & A Consulting Group, Inc.  
 10909 Mill Valley Rd., Ste. 100  
 Omaha NE 68154

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