



# SERVCO

## BUILDERS

18011 Sky Park Circle, Suite E  
Irvine, Ca 92614

Phone: 949-955-2300  
Fax: 949-955-2301

Thank you for choosing to work with Servco Builders. We are excited to have you join our team and we look forward to working with you.

Please print, complete form and return, with the following to Servco:

➤ W9

Attached is a list with all SERVCO team contact information. We are more than happy to answer all of your questions. Thank you!

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

Address:

\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Main Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Mobile #: \_\_\_\_\_

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

Accounting Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

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



**SERVCO**  
BUILDERS

**SUBCONTRACTOR  
SAFETY PACKET**

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## **INTRODUCTION**

In an effort to ensure that the **Servco, Inc.**'s program of safety management be efficiently implemented, it is imperative that all subcontractors and temporaries working on any of our jobsites work safely.

## **DEFINITION**

Currently, we may employ two types of temporary workers:

1. Independent contractors.  
Individual workers who do not employ others and are not one of our employees.
2. Subcontractors/Temporary Employment Agencies.  
Businesses that we contract with to provide workers.

## **PROCEDURE**

Submit Subcontractor Qualification Summary to Independent Contractors or Subcontractors for completion. These forms are not mandatory; but it will give you an overall safety picture of the companies you are contracting with. Have forms completed and returned to you. At a **minimum**, the following must be done.

1. Send Independent Contractors and Subcontractors the following
  - A. Subcontractor Qualification Summary
  - B. Subcontractor Rules
  - C. General Safety Rules
2. Subcontractor Qualification Summary must be completed and returned.
3. The Subcontractor should retain copy of Subcontractor Rules and General Safety Rules.

# **SUBCONTRACTOR QUALIFICATION SUMMARY**



## **General**

The following information is needed to evaluate subcontractors; we are considering to work on jobs for Servco, Inc.:

Business Name: \_\_\_\_\_

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

City, State Zip: \_\_\_\_\_

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

Principal's Name/Position: \_\_\_\_\_

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

Date Company Established: \_\_\_\_\_

Provide Proof of the Following:

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Evidence of Workers' Compensation

\_\_\_\_\_ Evidence of Contractors License Number

\_\_\_\_\_ W9 Information

## **Safety Performance**

1. Worker's Compensation Experience Modification Rate (EMR)

List your firm's EMR for the three most recent years.

20\_\_\_\_

20\_\_\_\_

20\_\_\_\_

2. OSHA Injury/Illness Incidence Rates

List your firm's OSHA Injury/Illness data for the past three years.

	20____	20____	20____
Number of Recordable Accidents	_____	_____	_____
Number of Fatalities	_____	_____	_____

3. Do you have a written Anti-Drug Policy? ☐ Yes ☐ No

4. Does your drug abatement program conform fully to DOT standard Rule 49 CFR Part 199? ☐  
Yes ☐ No

5. Do you have a system to ensure that employees are capable of safely and competently performing the duties connected with their job? ☐ Yes ☐ No

6. Do you have a written safety plan in accordance with state or federal regulations?  
☐ Yes ☐ No

7. Do you hold tailgate meetings? ☐ Yes ☐ No

If yes, how often? \_\_\_\_\_

**SUBCONTRACTOR AGREEMENT**



To insure that subcontractors work safely at jobsites managed by **California Hazardous Services, Inc.**, it is required that all subcontractors comply with Title 8 of the California Code of Regulations Section 3203. Specifically, that \_\_\_\_\_ (Subcontractor) complies with this Injury and Illness Prevention Program, requiring every California employers to have a written safety program.

**California Hazardous Services, Inc.** is providing the attached General Safety Rules so that you will be aware of our interest in providing a safe work place for all workers while on our jobsites.

1. These General Safety Rules do not cover every situation. There will be instances when common sense and good judgment are necessary to determine what must be done to assure the safety of the working personnel.
2. No worker shall be required or knowingly permitted to work in an unsafe place unless for the purpose of making it safe and only after proper precautions have been taken to protect the worker while doing such work.
3. Subcontractors are encouraged to report all unsafe conditions or unsafe acts to the Safety Coordinator.
4. Each jobsite may have specific rules and/or regulations. You must comply with rules specified by our clients. Failure to do so will be considered breach of contract. Job specific rules will be submitted prior to your starting work on jobsite.

I have read the attached Subcontractor Rules and General Safety Rules and agree to comply with them and state and/or federal safety regulations.

Accepted By:

\_\_\_\_\_

Company Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Company Representative

\_\_\_\_\_

Print Name of Company Representative

**Please sign and return to Servco, Inc..**

### **SUBCONTRACTOR RULES**



1. Subcontractors are required to provide their employees with a safe place to work. This includes safety equipment and personal protective devices and clothing, which are in compliance with existing Cal-OSHA requirements.
2. It is imperative for us to make certain that the personnel and equipment of each subcontractor complies with Cal-OSHA requirements. This applies even though our employees are not directly involved or in danger.
3. The Safety Coordinator has the responsibility to observe and examine the equipment brought to the job by each subcontractor.
4. All injuries to subcontractor personnel will be reported to the Safety Coordinator. It is imperative that the injury be reported to the employer of the injured subcontractor immediately.
5. If a subcontractor or employees fail to comply with required safety rules, the Safety Coordinator will place the offending subcontractor on written notice of their failure to comply with safety requirements. A formal letter will be sent to the owner of the company requesting his cooperation. This letter will apprise him of his supervisor's failure to use safe work methods or equipment.
6. Failure to comply with written notice will be considered breach of contract. Under no circumstance, should a subcontractor put **Servco, Inc.** at risk due to a violation.

### GENERAL SAFETY RULES

1. All injuries must be reported to your supervisor immediately.
2. Report unsafe conditions in the workplace--including defective tools or other equipment to your supervisor immediately.
3. All employees must follow established safe job procedures. Deviations from established procedures require the approval of your immediate supervisor.
4. If unsure of how to operate a machine or perform any assigned task--ask your supervisor before proceeding.
5. Do not remove guards from machines.
6. Personal protective equipment must be worn or used in any area for which it has been issued.
7. Use only the proper tool for the job. Do not use defective tools or equipment.
8. Get assistance in lifting any item which is so bulky, awkward, or heavy that you feel you are unable to lift it.
9. If a repetitive task causes you discomfort, or you feel it is unsafe or unhealthy, report it to your supervisor immediately.
10. Alcohol and other drugs are prohibited in the workplace.
11. Horseplay and/or practical jokes are not permitted.
12. Good housekeeping must be maintained in your work area at all times.
13. Attendance at all safety meeting is required.
14. No firearms or weapons are permitted.



## Subcontractor Sample Insurance Requirements

Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with carriers acceptable to Contractor, that carry a minimum A.M. Best Rating of A-7. Coverage shall be in an amount acceptable to Contractor, with a minimum of \$1,000,000 and/or as required by the prime contract, including the following coverage:

### Commercial General Liability

1,000,000	Property Damage
1,000,000	Bodily Injury Per Person
1,000,000	Each Occurrence
2,000,000	Annual Aggregate

### Automobile Liability

1,000,000	Bodily Injury and Property Damage Single Limit Per Accident
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### Workers Compensation and Employers Liability

1,000,000	Each Accident
1,000,000	Disease Policy Limit
1,000,000	Disease-Each Employee

### Certificate Holder:

Servco, Inc.  
18011 Sky Park Circle Ste E  
Irvine, CA 92614

### Following to be named as Additional Insured:

Servco, Inc.	Tenant/Owner	Owner/Property Manager
18011 Sky Park Circle Ste E	Address	Address
Irvine, CA 92614	City, St Zip	City, St Zip

### **Certificates of Insurance MUST be accompanied with Additional Insured Endorsement Forms:**

CG 20 37 (10/01) and either CG 20 10 (10/01) or CG2038 (04/13), or an endorsement providing equivalent coverage to the additional insureds.

Additional Endorsement Forms are also required to include:

Does not limit coverage to "on-going operations" only, and includes "completed operations"

Primary and Non Contributory Wording

Thirty (30) Day Notice of Cancellation or Reduction of Coverage

### Professional Liability / Errors & Omissions \*\*

1,000,000	** If providing Architectural, Design, or Engineering services, Insurance must include Professional Liability coverages for on-going and completed projects.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
MM/DD/YY

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 have **ADDITIONAL INSURED** provisions or 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> Agent's Name Mailing Address City, State, Zip Code	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b>  Insured's Name Mailing Address City, State, Zip Code	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : General Liability Carrier</b>	
	<b>INSURER B : Auto Liability Carrier</b>	
	<b>INSURER C : Workers Compensation Carrier</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## 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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <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 <input type="checkbox"/> OTHER:	X	X	XXXXXX	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							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
							\$
B	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			XXXXXX	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	XXXXXX	MM/DD/YY	MM/DD/YY	<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)

Certificate Holder is named as additional insured per CG 20 10 11 85 attached.  
Primary and Non-Contributory endorsement attached.  
General Liability and Workers Compensation Waiver of Subrogation endorsements attached.

## CERTIFICATE HOLDER

## CANCELLATION

Servco Inc.  
18011 Sky Park Circle, Suite E  
Irvine, CA 92614

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

Signature

POLICY NUMBER: XXXXXX

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:**

As required by written contract signed by both parties prior to loss.

(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.



**General Liability Primary Non-Contributing**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE**

This endorsement modifies insurance provided under the following:

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

To the extent that this insurance is afforded to any additional insured under this policy, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is deleted in its entirety and replaced with the following condition:

**4. Other Insurance**

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective

Policy No.

Named Insured

Countersigned by \_\_\_\_\_

General Liability Waiver

POLICY NUMBER: XXXXXX

*This Endorsement Changes The Policy. Please Read It Carefully.*

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

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

The following is added to **SECTION IV – CONDITIONS. 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-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-CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **MM/DD/YY** at 12:01 A.M. standard time, forms a part of  
(DATE)  
Policy No. XXXXXX Endorsement No.  
of the **CARRIER'S NAME**  
issued to **INSURED'S NAME**  
Premium (if any) \$

ORIGINAL SIGNATURE

Authorized Representative

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 premium charge for this endorsement shall be 0.0 % of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
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