

The Havens at Willow Oaks - RAD Miscellaneous Repairs

Date: March 29, 2023

Project Number: 23rd0001

Greensboro Housing Authority
450 North Church Street
Greensboro, NC 27401



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Project Manual General Notes:

1. This index is for convenience only and its accuracy is not guaranteed. In case of discrepancy between the index and the specification, the specification shall govern
2. In case of discrepancy between the drawings and specifications the most stringent requirements shall govern
3. Any reference to the “Architect” or “Engineer” within this project manual, shall refer to the “Owner”

1.1 INVITATION TO BID

The Havens at Willow Oaks, LLC, will receive bids; immediately thereafter publicly open and read for the furnishing of labor, materials, and equipment for The Havens at Willow Oaks – Miscellaneous Repairs at 2002 Everitt Street, Greensboro, NC until **2:00 p.m., Eastern Time, on Tuesday, April 18, 2023** at 450 North Church Street, Greensboro, North Carolina 27401. All early bid submissions should be coordinated with Tony Humphrey (336.451.0440) at GHA.

Scope of work for this **Single Prime Contract** shall consist of the following items and all other work shown on the Plans and Specifications: The Havens at Willow Oaks -Miscellaneous Repairs. Including, but not limited to, asphalt seal covering and restriping, appliance installation, hot water heater and HVAC system installation, and LVP flooring replacement in the leasing office.

All contractors are hereby notified that they must have proper license under State laws governing their respective trades, whether or not Federal Funding is involved.

Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding Contracts.

Each proposal shall be accompanied by a cash deposit or certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal or, in lieu thereof, a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. **Five Percent shall be based on the maximum bid price, i.e.: Base Bid plus Unit Prices plus Contingency Allowance plus All Alternates.** Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law.

Please note MWBE participation goal of 20%.

Refer to provisions for Equal Employment Opportunity and payment of not less than the minimum salaries and wages indicated in the specifications must be paid on this project.

A Performance Bond and a Payment Bond will be required for one hundred percent (100%) of the contract price.

Payment will be made on the basis of ninety percent (90%) of monthly estimates and final payment made upon completion and acceptance of work.

Builder's risk insurance will be required.

A **Pre-Bid Conference** and site visit will be held at **10:00 a.m., Wednesday, April 5, 2023 at 2002 Everitt Street, Greensboro, NC 27401**. If you are unable to attend, please notify Kenneth Parks at GHA at 336.303.3162. Question & Answer period will conclude on **Friday, April 7, 2023** with final responses provided by **April 10, 2023**

A complete package, including the proposed Contract, General Conditions, Supplementary Conditions and Specifications will be available on by **Wednesday, March 29, 2023** for prospective bidders online at the following website: <http://www.gha-nc.org/vendors/current-bids-requests-for-proposals.aspx>. Contact GHA at 336-271-8501 if you need assistance accessing the specifications.

The bid opening will be accessible to individuals with handicaps. Individuals having special requirements should contact Kenneth Parks, at (336) 303-3162 no later than 48 hours prior to the established pre-bid conference date.

The bidder's attention is called to the Section 3 HUD Act of 1968, as amended by the Housing and Community Development Act of 1992, and the requirements for a Section 3 Affirmative Action Plan; and the Standard Federal Equal Employment Contract Specifications set forth in the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246. The Bidder shall also comply with Section 504 of the Rehabilitation Act of 1973 as amended. Certifications shall be submitted by the Bidder evidencing understanding and compliance with the above-named requirements. Payment of not less than the minimum salaries and wages set forth in the Specifications must be paid on this project.

No bid may be withdrawn for a period of 90 days subsequent to the opening of bids, without the consent of the Greensboro Housing Authority. The Greensboro Housing Authority reserves the right to reject any or all bids.

Duration for completion of the project is expected to be 90 days (3 months) from Notice to Proceed.

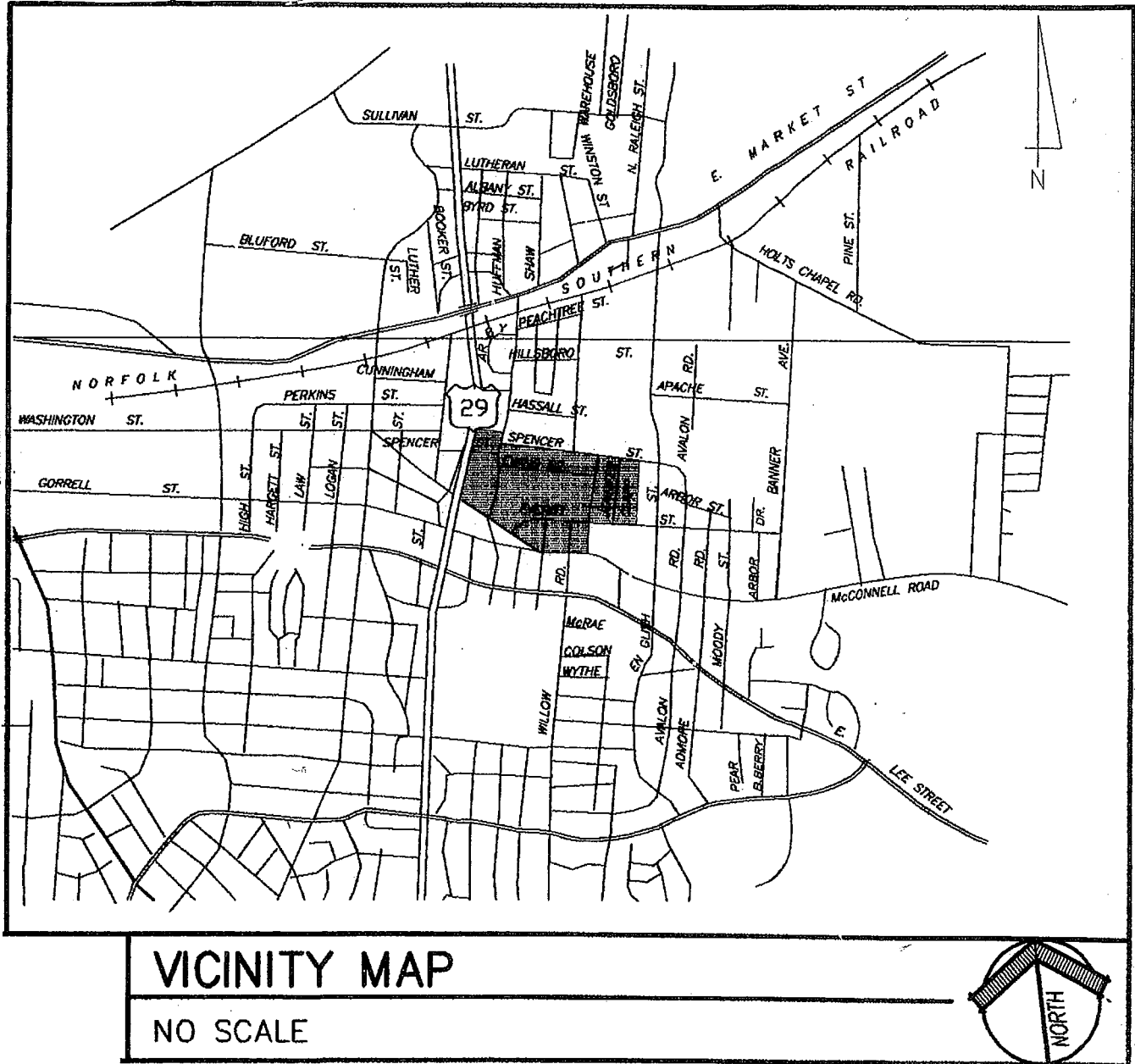
Date: March 29, 2023
GREENSBORO HOUSING AUTHORITY
450 North Church Street
Greensboro, NC 27401
James Cox, Contracting Officer

NOTE: All papers required to be delivered to GHA shall, unless otherwise specified in writing to the Contractor, must be delivered to the attention of:

Tony Humphrey
Greensboro Housing Authority
450 North Church Street
Greensboro, NC 27401
336.451.0440

SECTION 1.2

THE HAVENS AT WILLOW OAKS – RAD MISCELLANEOUS REPAIRS



ADDRESS: 2000 EVERITT STREET, GREENSBORO, NC

SECTION 1.2

SCOPE OF WORK

The Havens at Willow Oaks Miscellaneous Repairs

General Note:

- A. The CONTRACTOR shall be responsible for pulling all permits.**
- B. The CONTRACTOR shall be responsible for all code-related requirements related to state, local, and federal agencies.**
- C. Working hours on this project are established from 8:00 AM to 5:00 PM Monday through Friday. Any weekend work must be approved by the owner prior to scheduling.**
- D. The CONTRACTOR will be issued a key that must be signed for and will be the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for making sure all units are secure at all times of the day in which work is taking place. No unit shall be walked away from without the unit being secured prior to leaving the area of work.**
- E. It is the CONTRACTOR'S responsibility to inspect all sight conditions and confirm ALL measurements prior to the submittal of the bid. Site visits can be coordinated with the housing authority prior to the bid opening date.**
- F. The CONTRACTOR shall keep all working areas free of debris or any unused materials during the course of work and before work is completed on a given day.**
- G. The project duration will be 90 days (3 months) after the receipt of the NTP. The CONTRACTOR is responsible for submitting a preliminary project schedule for the referenced timeframe as part of the bid submission.**
- H. The bid submission timeline is as followed:**
 - Pre-Bid Meeting – April 5, 2023**
 - Q&A Period – Until April 7, 2023**
 - Q&A Response – April 10, 2023**
 - Bid Opening – April 18, 2023**

SITE WORK

Asphalt Seal Covering & Restriping

Scope of Work

- A. The CONTRACTOR is responsible for Seven (7) parking lots for providing all required repairs to asphalt, application of sealing covering, and restriping of the parking lot as necessary for the turnkey completion at the areas designated on the enclosed site plan.**

B. The CONTRACTOR shall follow the specifications and all general practices related to this work.

C. General Notes:

1. **See attached SCOPE OF WORK CHART for locations of work and work assignments. There is also a SITE MAP for Building and Unit locations as well.**

2. **See existing conditions included with the Scope of Work along with manufacturer's specification sheets for Asphalt Materials.**

3. The CONTRACTOR shall provide all required labor.

4. The CONTRACTOR is responsible for all coordination with management before starting any work at least five days before the project's starting day. and shall be responsible for blocking /barricading the parking lot prior to, during, and after all work. Blocking/barricading shall remain in place until all areas are fully cured and able to receive vehicular traffic.

5. The CONTRACTOR shall reference ALL standards and specifications shall be the current issue or the latest revision on the notice to proceed issue date:

- ASTM D5329: Standard Test Method for sealants and Fillers, Hot applied, For Joints and cracks in asphaltic Portland cement concrete pavements.
- ASTM D3111: standard test methods for flexibility determinations of high-melt and he says by mandrel bending test method.
- ASTM D113: standard testing for ductility of bituminous materials.
- ASTM D2669: standard testing methods for apparent viscosity of petroleum waxes compounded with adhesive (hot melts).
- ASTM D4: standard testing methods for bitumen content.
- ASTM D6690: standard specification for joint and crack sealant, hot applied, concrete and asphalt pavements.
- All pavement marking work shall be performed in accordance with the requirements of the latest edition of the North Carolina transportation department standards including but not limited to "Standard specifications for roads and bridges construction".

6. Vegetation Removal:

- Vegetation growing through the surface of driveways or parking lots that are being prepared for crack sealing &/or seal coating shall be removed and sterilized by the use of a propane torch unit eliminating any vegetation, dirt moisture, and seeds. At the opportunity of the CONTRACTOR, a herbicide may be applied prior to surface treatment application. This shall be applied far enough ahead of the surface treatment applied to sufficiently give the vegetation enough time to properly broil so that when completing the final sweep before surface treatment know vegetation is left. The method of removal is subject to the approval of the owner.
- If chemical herbicide, it shall be applied according to the manufacturer's specifications. Vegetation shall be totally browned before the crack sealant and the

sealant coating are installed. The person applying to herbicide shall have, will be under the supervision of someone who has, the proper state of North Carolina pesticide applicator's license. A copy of the license shall be supplied to the project manager. A log of all herbicide shall be in a copy and shall be supplied to the project manager. This log shall include the following information:

- a. the type of herbicide
- b. the manufacturer of the product
- c. the mixture rating used
- d. the application location
- e. the application date and time
- f. the Weller conditions at the time of application

7. Pothole Repair:

- All potholes shall be repaired before are applied. The contractor shall saw cut the existing asphalt to a minimum of 6 inches past the pothole and associated cracks in all directions. All saw cuts shall be performed to leave only square or rectangle-shaped repairs. Any jagged edge or misshaped repairs shall be rejected and replaced by the CONTRACTOR and no additional cost to the owner.
- The contractor shall remove the asphalt in any loose base material. The area shall be filled with type SIII hot mix asphalt. Once the asphalt has been properly compacted, the final result of the installation shall provide even transitions to the existing area and have joints that are not excessive and a good quality ride is provided. No more than ¼ inch difference in height shall be allowed for the transition between the patch and the adjacent area. Coal patch asphalt shall be allowed with the approval of the project manager.

8. Crack Sealing:

- The CONTRACTOR shall use Crafcro Polyflex Type 3, product #34521 or equivalent crack sealer. Crack sealer shall be an asphalt base product designed to be used to seal cracks and joints in asphalt. The product shall have the ability to seal out water.
- Crafcro Detack blotting material shall as, cemented us, or equivalent equal.

9. Equipment:

- Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double all the melter and shall be equipped with an agitation system. The applicator hose shall have a circulation system or be equipped with a temperature control heating system. A pouring pot or gravity Fayette cylinder applicator shall not be used for sealing cracks or joints.
- The compressor shall have a capacity of 75 CFM, or more to ensure an adequate supply of air to efficiently clean the cracks and joints. Any pneumatic to lubricator must be bypassed and a water separator/filter must be installed at the home's inlet connection to keep water and all out of the lines.

- A hot compressed air Lance can be used to clean, dry, and preheat cracks and joints prior to applying sealant. The air Lance shall consist of a compressor propane system applying a high-temperature, high-velocity blast of air.

10. Work Materials:

- All cracks or joints that are greater than ¼ inch shall be properly prepared and sealed using these specifications and/or the manufacturer's specifications.
- No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fault and no chance of rain. If Reynaud fall delays the sealant operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack or joints. The cracks and joints shall be completely dry before the sealant treatment can resume. The contractor may use the hot compressed air Lance method to clean and dry the cracks and joints with the approval of the project manager. The vendor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.
- All cracks and joints shall be cleaned free of any deleterious materials, including dust old sealant, and organic material by using high pressure air. All cracks in joints are to be clean and sufficiently dry for any crack sealant material is applied. All old material and other debris removed from the cracks and joints shall be removed from the pavement surface immediately. Any cracks and joints that are not sealed the same day they are prepared shall be blown out we have high pressure air before the sealant operation continues. The contractor shall limit the amount of dusts created from this operation.
- The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealing compound shall be melted slowly with constant agitation until it is in a lump-free, free-flow state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to ensure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. The project manager shall have the right to reject the product if it is determined that this has occurred.
- A blotting material shall be broadcast or spere over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spiel sealant shall be removed by the CONTRACTOR using proper methods.
- The CONTRACTOR shall be responsible for any claims or crack seal tracking. If there is a claim, the CONTRACTOR shall be responsible for applying more blotting material as necessary and addressing the tracking material by either removing or repairing the items that were affected.

11. Curing:

- Crack sealing shall have a minimum of 30 days or the manufacturer's recommended curing time for asphalt emulsion seal coat is applied.

12. Deficiency and Repairs:

- Where the sealant settles in the crack or joint more than 1/8 of an inch of the adjacent asphaltic concrete surface, the surface of the sealant shall be clean and

more sealant shall be installed to meet the specifications. The CONTRACTOR shall be responsible to remove any excess material that is greater than 1/16 of an inch above the adjacent asphaltic concrete.

- o The sealant shall be removed at the project manager’s discretion, and resealed if any of the following occurs:
 - a. the ceiling contains embedded form material other than the dusting material
 - b. the ceiling contains in trapped air bubbles
 - c. the sealant has the bonded report away from the crack or joint
 - d. the sealant has been excessively heated

LEASING OFFICE FLOORING

LVP Flooring

Leasing Office - Carpet Two (2) Offices

- A. The CONTRACTOR shall be responsible for removing existing flooring covering in two offices which include existing carpet flooring and anything that would obstruct or inhibit the proper general practice installation of New Carpet in the two offices. The proper disposal of ALL existing floor tile and carpet off-site is required as part of this scope.
- B. The CONTRACTOR shall be responsible for removing ALL existing carpet flooring and anything that would obstruct or inhibit the proper general practice installation of the New LVP Flooring. The proper disposal of ALL existing floor tile and carpet off site is required as part of this scope.
- C. The CONTRACTOR shall be responsible for moving any obstruction (Such as furniture, boxed up office materials/electronics) necessary to properly install the floor tile.
- D. The CONTRACTOR shall be responsible for any material move in office. Any belongings taken out of the office must be stored in a secure container (Lockable).
- E. Provide New LVP Flooring:

Replacement Item	Material Description	Quantity
LVP Flooring - OFFICES	New Katanga LVP Flooring Cobalt Surfaces/Shitake/k12-818/7"x48" with New Quarter Round installation in the two rooms	1

APPLIANCES

General Notes:

- A. The CONTRACTOR shall be responsible for the removal and disposal of all appliances that are a part of this scope of work. Any white goods cost shall be added to the overall bid.
- B. The CONTRACTOR shall check all sizing requirements with existing conditions and make sure they are coordinated with the new cabinetry prior to ordering.
- C. The Contractor shall make all connections of plumbing necessary for a turn key installation regarding any appliances.

1. Refrigerator:

Replacement Item	Material Description	Quantity
Refrigerator	GE, Model Number GIE18DTNRWW	49
Handicap Refrigerator	GE, Model Number _GSE23GGPWW__	10

- a. Provide a 5-foot icemaker connector for all refrigerators.

2. Range:

Replacement Item	Material Description	Quantity
Range	GE, Model Number JB626DKWW	27
Handicap Range	GE, Model Number _JBS460DMWW__	10

- a. Provide four (4) wire range cord at six feet.
- b. CONTRACTOR shall install anti-tip brackets at ALL ranges.

3. Dishwasher

Replacement Item	Material Description	Quantity
Dishwasher	GE, Model Number GDF511PGRWW	27
Handicap Dishwasher	GE, Model Number _GDT225SGLWW_	10

- a. **Make sure the height of all appliances is determined prior to ordering of appliances (Typical Note). Special attention to handicap units.**

PLUMBING

Water Heaters

A. The CONTRACTOR shall install water heaters as indicated below:

- 1. Remove the 39 existing water heaters in the units designated and dispose of them properly.
- 2. Provide New Water Heaters:

Replacement Item	Material Description	Quantity
Water Heaters (Tall)	AO Smith, Water Heater, 40-gallon capacity, Model Number E6-45645DV	29
Water Heaters (Short)	AO Smith, Water Heater, 30-gallon capacity, Model Number E6-40L45OVB	10

- 3. The CONTRACTOR shall be responsible for obtaining ALL permitting required for the proper approval from ALL Federal, State, and Local requirements.
- 4. The CONTRACTOR shall verify whether New Water Heater will be the correct size to fit the existing space before ordering the equipment.
- 5. The CONTRACTOR shall be responsible for meeting all code requirements regarding the installation that meets state, local, and federal requirements. Any requirements of the building inspector shall be the CONTRACTOR's responsibility in providing a turnkey installation.
- 6. It is the CONTRACTOR's responsibility to verify ALL conditions before providing pricing to provide a turnkey installation of this scope of work.
- 8. The CONTRACTOR shall have any removed existing equipment, reinstalled with the NEW equipment by the close of the day it was removed from the unit. The Resident's water heaters shall be operational before by day's end during the course of this scope of work process.

MECHANICAL

HVAC System - Resident's Units

- A. The CONTRACTOR shall install the HVAC System as indicated below:
1. Remove **29 Existing HVAC Systems** in the units designated and dispose of them properly.
 2. Provide **New 29 HVAC Systems**:

Replacement Item	Material Description	Quantity
HVAC System	Goodman, 2.5-ton system, Model Number GSZ1403301K-HKSC08XC-TX3N4EXP	22
HVAC System	Goodman, 2.5-ton system, Model Number GSZ1403301K-AWUF310816A	7

3. The CONTRACTOR shall verify whether New HVAC Systems will be the correct size to replace the existing mechanical system before ordering the equipment.
4. The CONTRACTOR shall be responsible for meeting all code requirements regarding the installation to meet all state, local, and federal requirements. Any requirements of the building inspector shall be the CONTRACTOR's responsibility in providing a turnkey installation.
5. The CONTRACTOR shall be responsible for obtaining ALL permits required for the proper approval from ALL Federal, State, and Local requirements.
6. It is the CONTRACTOR's responsibility to verify ALL conditions before providing pricing to provide a turnkey installation of this scope of work.
7. The CONTRACTOR shall have any removed existing equipment, reinstalled with the NEW equipment by the close of the day it was removed from the unit. The Resident's HVAC Systems shall be operational before by day's end during the course of this scope of the work process.
8. General Notes:
 - a. See attached SCOPE OF WORK CHART for locations of work and work assignments. There is also a SITE MAP for Building and Unit locations as well.

- b. See existing conditions included with the Scope of Work along with the manufacturer's specification sheets for New Water Heaters and HVAC Systems.
- c. The CONTRACTOR shall secure the key to the unit of work in a lock box on the entry door on a daily basis.
- d. The CONTRACTOR is responsible for the damages to residents belonging (Including stolen items) or damages to the unit that is determined to be the fault of the CONTRACTOR during the completion of this scope of work.
- e. The CONTRACTOR shall be responsible for any damages to the walls in the removal of the existing unit. If wall paint is needed of any kind due to damage from the replacement of this equipment, it shall be painted over the entire plane surface to where it meets the next plane as a stopping point.
- f. The CONTRACTOR shall bring back up to code requirements any insulation disturbed during the removal and installation of the water heater and HVAC units in the attic.
- g. The CONTRACTOR shall direct any issues with the resident to the Manager and the Project Manager for the project.

Leasing Office

A. The CONTRACTOR shall install Split Ductless System as indicated below:

- 1. Remove the 1 existing Split Ductless System in the units designated and dispose of them properly.
- 2. Provide one (1) New Split ductless System:

Replacement Item	Material Description	Quantity
Split Ductless System	Mitsubishi Split Ductless System, Model Number MUZFE09NA, Ton 2.0	1

- 3. The CONTRACTOR shall verify whether New Split Ductless System will be the correct size and capacity to replace the existing mechanical system before ordering the equipment.
- 4. The CONTRACTOR shall be responsible for meeting all code requirements regarding the installation to meet all state, local, and federal requirements. Any requirements of the building inspector shall be CONTRACTOR's responsibility in providing a turnkey installation.
- 5. The CONTRACTOR shall verify all site conditions before ordering equipment.
- 6. The CONTRACTOR shall be responsible for any damages to the walls in the removal of the existing unit. If wall paint is needed of any kind due to damage from the

replacement of this equipment, it shall be painted over the entire plane surface to where it meets the next plane as a stopping point.

7. The CONTRACTOR shall be responsible for obtaining ALL permitting required for the proper approval from ALL Federal, State, and Local requirements.
8. The CONTRACTOR shall be responsible for meeting all code requirements regarding the installation that meets state, local, and federal requirements. Any requirements of the building inspector shall be the CONTRACTOR's responsibility in providing a turnkey installation.
9. It is the CONTRACTOR's responsibility to verify ALL conditions before providing pricing to provide a turnkey installation of this scope of work.
10. The CONTRACTOR shall have any removed existing equipment, reinstalled with the NEW equipment by the close of the day it was removed from the unit. Resident's New Split Ductless System shall be operational before by day's end during the course of this scope of work process.

ALTERNATES

INTERIOR FLOORING – (ALTERNATE NUMBERS 1 & 2)

LVP Flooring

- A. The CONTRACTOR shall be responsible for removing ALL existing flooring tile, existing carpet flooring, and anything that would obstruct or inhibit the proper general practice installation of the New LVP Flooring. The proper disposal of ALL existing floor tile and carpet off site is required as part of this scope.
- B. The CONTRACTOR shall be responsible for moving any obstruction (Such as furniture, boxed up residents' belongings including box TV/electronics, and any appliances) necessary to properly install the floor tile.
- C. The CONTRACTOR shall be responsible for any resident's belonging that must be taken out of the unit. Any belongings taken out of a unit must be stored in a secure container (Lockable) that is specifically set aside for each unit required to complete the scope of work.

D. Provide New LVP Flooring/Carpet (Stairs Only):

Replacement Item	Material Description	Quantity
<p>LVP Flooring - Two Bedroom Units ALTERNATE NO. 1</p>	<p>New Katanga LVP Flooring Cobalt Surfaces/Shitake/k12-818/7"x48" with New Quarter Round installation in the two rooms Cobalt Surfaces/Shitake/k12-818/7"x48" with New Quarter Round installation in the two rooms (Only at stairs shall New Carpet be installed by Shaw E9957 CABANA LIFE SOLID). New Quarter Round installation in every room.</p>	<p>15</p>
<p>LVP Flooring - Three Bedroom Unit ALTERNATE NO. 2</p>	<p>New Katanga LVP Flooring Cobalt Surfaces/Shitake/k12-818/7"x48" with New Quarter Round installation in the two rooms New Katanga LVP Flooring Cobalt Surfaces/Shitake/k12-818/7"x48" with New Quarter Round installation in the two rooms (Only at stairs shall New Carpet be installed by Shaw E9957 CABANA LIFE SOLID). New Quarter Round installation in every room.</p>	<p>5</p>

- E. The CONTRACTOR shall install LVP Flooring according to the manufacturer's recommendations and general practices regarding the installation of this material. ALL surface areas shall be level to their surroundings and ready for application of LVP floor tile.
- F. The CONTRACTOR shall install a painted quarter round around ALL perimeters of each room over the entire unit.
- M. The CONTRACTOR shall be responsible for any damages to the walls in the removal of the existing unit. If wall paint is needed of any kind due to damage from the replacement of this equipment, it shall be painted over the entire plane surface to where it meets the next plane as a stopping point.
- N. Once installed The CONTRACTOR shall confirm that all surfaces are clean and free of any anomalies.

Carpet Flooring at Stairs

- A. The CONTRACTOR shall be responsible for removing ALL existing carpet flooring on stairs and anything that would obstruct or inhibit the proper general practice installation of the New Carpet Stair covering. The proper disposal of ALL existing carpets off-site is required as part of this scope.

CABINETS/COUNTERTOPS AND VANITIES – (ALTERNATE NO. 3)












Kitchen Cabinets and Countertops

- A. The CONTRACTOR shall remove Twelve (12) existing kitchen cabinets and countertops along with ALL plumbing fixtures and appliances.
- B. The CONTRACTOR shall install ALL NEW cabinets and countertops per the plans and specifications. Note the following to be installed New along with cabinets:
 - 1. Provide New Kountry Wood Products/ Georgetown/ Limestone
 - 2. Kitchen Sink by Dayton, Model no. D233214. Faucet by CFG model no. 47513B
 - 3. Kitchen Sink by Dayton, Model no. GE233214 (Handicap). Faucet by CFG model no. 47513B
 - 4. Provide the correct handles for cabinets D-Loop hardware on all cabinets.
 - 5. Garbage Disposal by GE, Model no. GFC325N
 - 6. Dishwasher – See appliances
 - 7. Dishwasher - See appliances (handicap)
 - 8. Range - See appliances
 - 9. Range - See appliances (handicap)
 - 10. Refrigerator – See appliances
 - 11. Refrigerator - see appliances - double door (Handicap)
 - 12. Range Hood by GE, Model no. JN327HBB
- C. The cabinets both upper and base shall be stained as selected by the owner. Countertops shall be laminated as selected by the owner. The CONTRACTOR shall also install laminate countertops at the bar top area.
- D. The CONTRACTOR shall repair walls as required correcting any damages to drywall at the area of Removal and painting to a stopping point from corner to corner or corner to in the wall.
- E. The CONTRACTOR shall install **NEW** appliances such as garbage disposal, dishwasher, range, and refrigerator. See appliance specifications.
- F. The CONTRACTOR is responsible for a turn key installation of all cabinetry and related plumbing by utilizing the drawing and verifying ALL measurements at the location of work before procuring materials needed for scope of work in each unit.

G. The CONTRACTOR is responsible for a turn key installation of all cabinetry and related plumbing by utilizing the drawing and verifying ALL measurements at the location of work before procuring materials needed for scope of work in each unit.

THE HAVENS AT WILLOW OAKS PROJECT SCHEDULE REMOVAL AND REPLACEMENT HVAC SYSTEMS AND WATER HEATERS									
SCOPE OF WORK								GENERAL REQUIREMENTS	
Address	BEDROOM SIZE	WATER HEATER	TASK					Notes	
			HVAC	KITCHEN CAB.	FLOORING	REFRIG.	RANGE	DISHWASHER	
501 - A Jennerfer Street (Handicap)	2 Bedroom								Unit Type C1a - Reference Sheet A4.40 - A4.42
501 - B Jennerfer Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
501 - C Jennerfer Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
501 - D Jennerfer Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
501 - E Jennerfer Street	2 Bedroom								VACANT - Unit Type A1b - Reference Sheet A4.10
501 - F Jennerfer Street	2 Bedroom								NEW REFRIGERATOR - VACANT - Unit Type A1b - Reference Sheet A4.20
503 - A Jennerfer Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
503 - B Jennerfer Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
503 - C Jennerfer Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
503 - D Jennerfer Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
503 - E Jennerfer Street (Handicap)	2 Bedroom								NEW DISHWASHER - Unit Type C1a - Reference Sheets A4.40 - A4.42
503 - F Jennerfer Street	2 Bedroom								Unit Type C2a - Reference Sheet A4.40
701 - A Gillespie Street (Handicap)	2 Bedroom								Unit Type E1 - Reference Sheet A4.60
701 - B Gillespie Street	2 Bedroom								
701 - C Gillespie Street	2 Bedroom								
701 - D Gillespie Street	2 Bedroom								
701 - E Gillespie Street	2 Bedroom								NEW REFRIGERATOR - Unit Type A1b - Reference Sheet A4.10
701 - F Gillespie Street	2 Bedroom								
701 - G Gillespie Street	2 Bedroom								
701 - H Gillespie Street	2 Bedroom								Unit Type A1b - Reference Sheet A4.10
701 - I Gillespie Street	2 Bedroom								
701 - J Gillespie Street	2 Bedroom								Unit Type C1b - Reference Sheet A4.40 - A4.42
701 - K Gillespie Street	2 Bedroom								
1700 - A Morning View Drive	3 Bedroom	Short							Unit Type D1 - Reference Sheet A4.50
1700 - B Morning View Drive	3 Bedroom	Short							VACANT - Unit Type D3 - Reference Sheet A4.50
1700 - C Morning View Drive	3 Bedroom								HVAC SYSTEM REPLACED
1700 - D Morning View Drive	3 Bedroom								Unit Type B1 - Reference Sheet 4.30
1700 - E Morning View Drive	3 Bedroom								Unit Type B1 - Reference Sheet 4.30
1700 - F Morning View Drive	3 Bedroom	Short							Unit Type B1 - Reference Sheet 4.30
1700 - G Morning View Drive	3 Bedroom	Short	Short						Unit Type B1 - Reference Sheet 4.30
1700 - H Morning View Drive	3 Bedroom								HVAC SYSTEM REPLACED, NEW REFRIGERATOR
1700 - I Morning View Drive	3 Bedroom								
1700 - J Morning View Drive	3 Bedroom								HVAC SYSTEM REPLACED - Unit Type B1a - Reference Sheet 4.30
1700 - K Morning View Drive	3 Bedroom								
1700 - L Morning View Drive	3 Bedroom								
1700 - M Morning View Drive	3 Bedroom								
1700 - N Morning View Drive	3 Bedroom								
1700 - O Morning View Drive	3 Bedroom								
1700 - P Morning View Drive	3 Bedroom								
1700 - Q Morning View Drive	3 Bedroom								
1700 - R Morning View Drive	3 Bedroom								
1700 - S Morning View Drive	3 Bedroom								
1700 - T Morning View Drive	3 Bedroom								
1700 - U Morning View Drive	3 Bedroom								
1700 - V Morning View Drive	3 Bedroom								
1700 - W Morning View Drive	3 Bedroom								
1700 - X Morning View Drive	3 Bedroom								
1700 - Y Morning View Drive	3 Bedroom								
1700 - Z Morning View Drive	3 Bedroom								
2004 - A Everett Street	2 Bedroom	Short	Short						
2004 - B Everett Street	2 Bedroom	Short	Short						
2004 - C Everett Street	2 Bedroom								Unit Type A1b - Reference Sheet 4.10
2004 - D Everett Street	2 Bedroom								
2004 - E Everett Street	2 Bedroom								Unit Type E1 - Reference Sheet A4.60
2100 - A Everett Street	2 Bedroom								Unit Type E2 - Reference Sheet A4.60
2100 - B Everett Street	2 Bedroom								
2100 - C Everett Street	2 Bedroom								Unit Type A1b - Reference Sheet 4.10
2100 - D Everett Street	2 Bedroom								
2100 - E Everett Street	2 Bedroom								
2100 - F Everett Street	2 Bedroom								
2100 - G Everett Street	2 Bedroom								VACANT
2100 - H Everett Street	2 Bedroom								
2100 - I Everett Street	2 Bedroom								
2100 - J Everett Street	2 Bedroom								
2100 - K Everett Street	2 Bedroom								Unit Type E1 - Reference Sheet A4.60
2100 - L Everett Street	2 Bedroom	Short	Short						Unit Type F2 - Reference Sheet A4.60
2100 - M Everett Street	2 Bedroom	Short	Short						Unit Type E1 - Reference Sheet A4.60
2002 - A Everett Street	2 Bedroom	Short	Short						NEW RANGE - VACANT
2002 - B Everett Street	2 Bedroom	Short	Short						
2002 - C Everett Street	2 Bedroom								HVAC SYSTEM REPLACED
2002 - D Everett Street	2 Bedroom								
2002 - E Everett Street	2 Bedroom								HVAC SYSTEM REPLACED - Unit Type A1b - Reference Sheet 4.10
2002 - F Everett Street	2 Bedroom								
2002 - G Everett Street	2 Bedroom								
2002 - H Everett Street	2 Bedroom								
2002 - I Everett Street	2 Bedroom								
2002 - J Everett Street	2 Bedroom								
2002 - K Everett Street	2 Bedroom								
2002 - L Everett Street	2 Bedroom								
2002 - M Everett Street	2 Bedroom								
2002 - N Everett Street	2 Bedroom								
2002 - O Everett Street	2 Bedroom								
2002 - P Everett Street	2 Bedroom								
2002 - Q Everett Street	2 Bedroom								
2002 - R Everett Street	2 Bedroom								
2002 - S Everett Street	2 Bedroom								
2002 - T Everett Street	2 Bedroom								
2002 - U Everett Street	2 Bedroom								
2002 - V Everett Street	2 Bedroom								
2002 - W Everett Street	2 Bedroom								
2002 - X Everett Street	2 Bedroom								
2002 - Y Everett Street	2 Bedroom								
2002 - Z Everett Street	2 Bedroom								
2002 - Leasing Office		10 short	7 short						INSTALLATION OF SPLIT SYSTEM NEW HVAC SYSTEM

LEGEND

KITCHEN CABINETS & COUNTERTOPS (RAD REQUIREMENTS)	
KITCHEN CABINETS & COUNTERTOPS (ADDITIONAL ADDED)	
FLOORS (RAD REQUIREMENTS)	
FLOORING (ADDITIONAL ADDED)	
REFRIGERATORS (RAD REQUIREMENTS)	
RANGES (RAD REQUIREMENTS)	
DISHWASHER (RAD REQUIREMENTS)	
HANDICAP UNITS	
HANDICAPPED MODIFICATIONS	
NEW APPLIANCES (Maybe Written In)	
VACANT	

Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

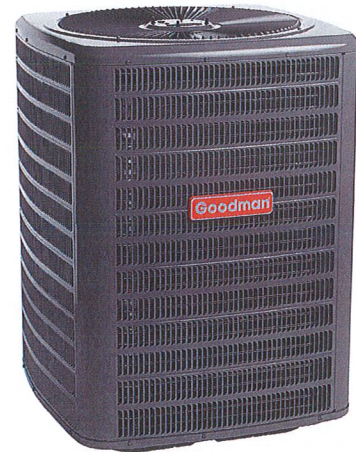
Tags : AHRI 201641661 Products [GSZ140301K*, ARUF29B14A*+TXV,], SEER 14.0 , EER 11.5 , HSPF 8.2

STANDARD FEATURES:

- Energy-efficient compressor
- Single-speed PSC condenser fan motor
- Factory-installed filter drier
- Factory-installed suction line accumulator
- Factory-installed compressor crankcase heater
- Factory-installed high-capacity muffler
- Factory-installed high and low-pressure switches
- SmartShift® technology with short-cycle protection to ensure quiet, reliable defrost
- Contactor with lug connection
- Fully charged for fifteen feet of tubing length
- AHRI Certified-ETL Listed
- Copper tube & enhanced aluminum fin coil.

CABINET FEATURES:

- Heavy-gauge galvanized steel cabinet and louvered coil guards
- Service valves with sweat connections and easy-access gauge ports
- Engineered sound control top design
- Baked-on powder-paint finish with 500-hour salt-spray approval
- Single-panel access to controls with space for field-installed accessories
- Service port and controls are accessible while unit is operating
- Compact footprint
- Rust-resistant screws
- When properly anchored, meets the 2017 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available.)



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Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201641661 Products [GSZ140301K* , ARUF29B14A*+TXV,] , SEER 14.0 , EER 11.5 , HSPF 8.2

SYSTEM PERFORMANCE

Outdoor Unit Model No.:	GSZ140301K*	Description :	0.0 SEER2, Heat Pump System, 2.5 Ton Outdoor System
Indoor Unit Model No.:	ARUF29B14A*		
TXV/PISTON :	TX3N4		
Rated Cooling Conditions:	Outdoor (°F DB/WB):95/75 Indoor (°F DB/WB):80/67	Rated Heating Conditions:	Outdoor (°F DB/WB):47/43 Indoor (°F DB/WB):70/60
Rated Cooling Capacity (Btu/hr):	27600	OD Rated Heating Capacity (Btu/hr)	28400
EER2:	N/A	EER:	11.5
Heating COP:	3.66	SEER2:	N/A
SEER:	14.0	* HSPF:	8.2
* HSPF2:	N/A		

OUTDOOR UNIT DETAILS : GSZ140301K*

Power Supply (V/Hz/Ph):	208/230/60/1	Compressor Type:	Scroll
Min. Circuit Amps MCA (A):	17.8	Compressor Stages:	Single Stage
Max Overcurrent Protection (MOP) (A):	30	Suction Valve Connection Size (in):	3/4
Compressor Rated Load Amps :	13.5	Liquid Valve Connection Size (in):	3/8
Refrigerant Type:	R-410A	Sound Power(High/Med/Low) (dBA):	74 / - / N/A
Holding Refrigerant Charge (oz):	108	Cooling Operation Range (°F DB):	55 - 125
Additional Charge (oz/ft):	0.60	Heating Operation Range (°F DB):	-20 - 70
Pre-charge Piping (Length) (ft):	15	Net Weight (lb):	171
Dimensions (HxWxD) (in):	38-3/4 x 29-1/4 x 29-1/4	Gross Weight (lb):	187
*Max. Pipe Length (Vertical) (ft):	50	*Max. Pipe Length (Total) (ft):	80

**Refer to Long Line Set Application TP-107 for lines greater than 80 ft. or vertical elevation changes more than 50 ft. for single stage equipment and 25 ft. for 2-stage equipment.*



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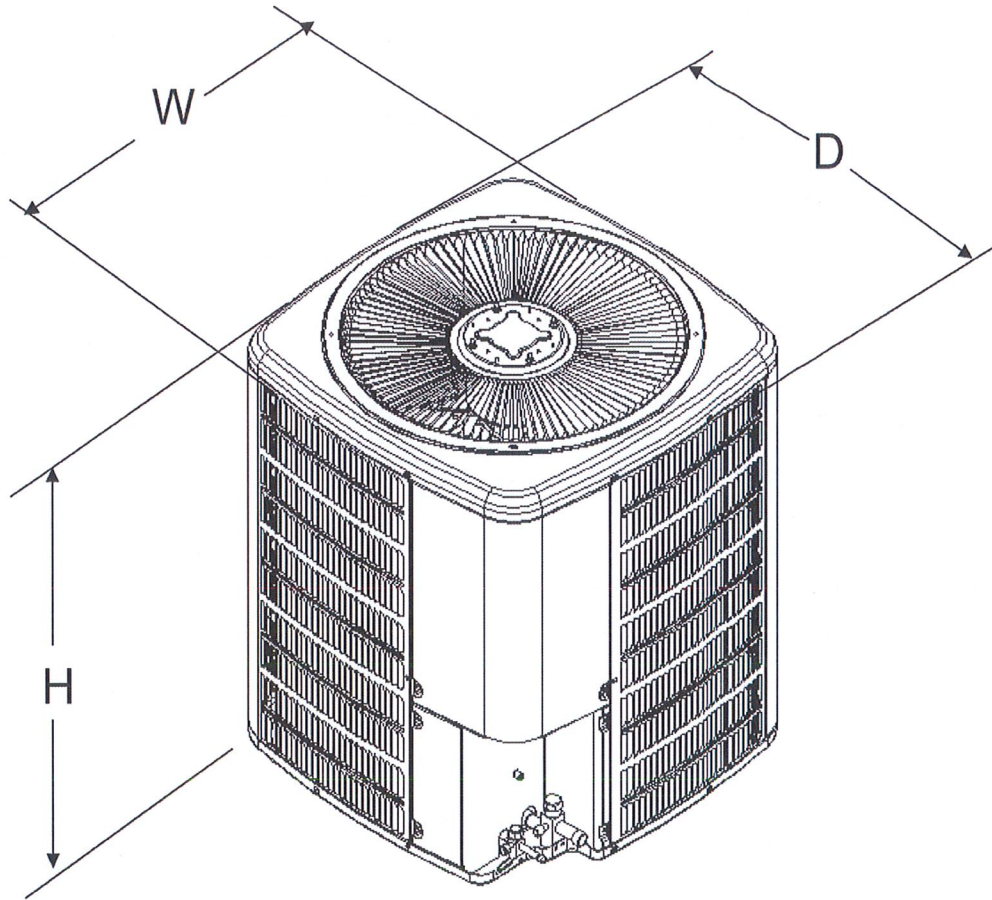
Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201641661 Products [GSZ140301K* , ARUF29B14A*+TXV,] , SEER 14.0 , EER 11.5 , HSPF 8.2



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Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

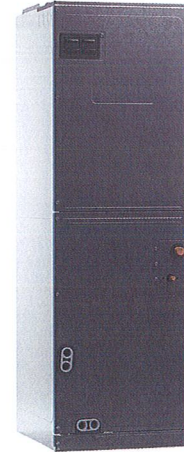
Tags : AHRI 201641661 Products [GSZ140301K*, ARUF29B14A*+TXV,], SEER 14.0 , EER 11.5 , HSPF 8.2

STANDARD FEATURES:

- Check flowrator for cooling and heat pump applications
- Direct drive, multi-speed PSC blower motor
- All-aluminum evaporator coil
- Coil mounting track for quick repositioning
- Cabinet air leakage less than 2.0% at 1.0 inch H2O when tested in accordance with ASHRAE standard 193
- Cabinet air leakage less than 1.4% at 0.5 inch H2O when tested in accordance with ASHRAE standard 193
- 3 kW – 10 kW electric heater kits
- Horizontal or vertical configuration capabilities
- AHRI certified
- ETL listed

CABINET FEATURES:

- Rigid SmartFrame cabinet
- 21" depth for easier attic access
- DecaBDE-free thermoplastic drain pan with secondary drain connections
- Screw-less sides and back helps to reduce condensation when installed in humid locations
- Foil-faced insulation covers the internal casing to reduce cabinet condensation
- Galvanized, leather grain-embossed finish
- Glue-less cabinet insulation retention
- Tool-less filter access



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Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201641661 Products [GSZ140301K* , ARUF29B14A*+TXV,], SEER 14.0 , EER 11.5 , HSPF 8.2

INDOOR AIR HANDLER UNIT DETAILS : ARUF29B14

Power Supply (V/Hz/Ph):	208/230/60/1	Suction Connection Size (in):	3/4
Min. Circuit Amps MCA (A):	2.2/2.2	Liquid Connection Size (in):	3/8
Max Overcurrent Protection (MOP) (A):	15	Condensate Connection (in):	3/4
Net Weight (lb):	100	Dimensions (HxWxD) (in):	45 x 17-1/2 x 21
Gross Weight (lb):	107	Power Voltage (lb):	208/230
Current Type :	AC	Power Phase:	1
Power Frequency :	60	Min Voltage :	197
Max Voltage :	253	MCA :	2.2/2.2
MOP :	15	Electric Heat Range :	-
Indoor Blower FLA :	1.75	Fan Motor Output :	-

The Electrical data shown here in submittal is for Air Handler only with no heat added. When adding Heat Kit please refer to Heat Kit Spec Sheet for electrical requirements



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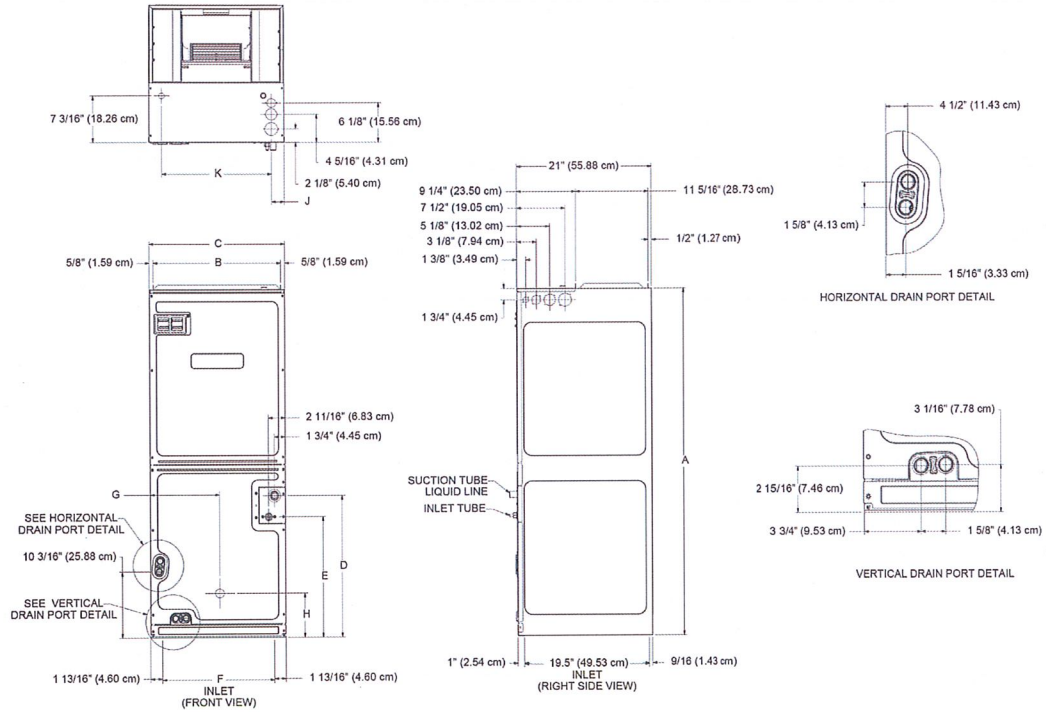
Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201641661 Products [GSZ140301K* , ARUF29B14A*+TXV,] , SEER 14.0 , EER 11.5 , HSPF 8.2



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Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

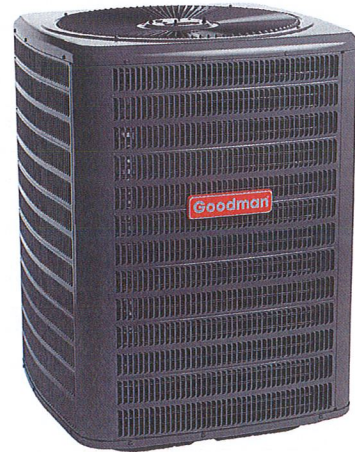
Tags : AHRI 201642116 Products [GSZ140301K* , AWUF31XX16A* ,] , SEER 14.0 , EER 12.0 , HSPF 8.2

STANDARD FEATURES:

- Energy-efficient compressor
- Single-speed PSC condenser fan motor
- Factory-installed filter drier
- Factory-installed suction line accumulator
- Factory-installed compressor crankcase heater
- Factory-installed high-capacity muffler
- Factory-installed high and low-pressure switches
- SmartShift® technology with short-cycle protection to ensure quiet, reliable defrost
- Contactor with lug connection
- Fully charged for fifteen feet of tubing length
- AHRI Certified-ETL Listed
- Copper tube & enhanced aluminum fin coil.

CABINET FEATURES:

- Heavy-gauge galvanized steel cabinet and louvered coil guards
- Service valves with sweat connections and easy-access gauge ports
- Engineered sound control top design
- Baked-on powder-paint finish with 500-hour salt-spray approval
- Single-panel access to controls with space for field-installed accessories
- Service port and controls are accessible while unit is operating
- Compact footprint
- Rust-resistant screws
- When properly anchored, meets the 2017 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available.)



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Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201642116 Products [GSZ140301K* , AWUF31XX16A* ,] , SEER 14.0 , EER 12.0 , HSPF 8.2

SYSTEM PERFORMANCE

Outdoor Unit Model No.:	GSZ140301K*	Description :	0.0 SEER2, Heat Pump System, 2.5 Ton Outdoor System
Indoor Unit Model No.:	AWUF310816A*		
TXV/PISTON :	0.065		
Rated Cooling Conditions:	Outdoor (°F DB/WB):95/75 Indoor (°F DB/WB):80/67	Rated Heating Conditions:	Outdoor (°F DB/WB):47/43 Indoor (°F DB/WB):70/60
Rated Cooling Capacity (Btu/hr):	27800	OD Rated Heating Capacity (Btu/hr)	28400
EER2:	N/A	EER:	12.0
Heating COP:	3.66	SEER2:	N/A
SEER:	14.0	* HSPF:	8.2
* HSPF2:	N/A		

OUTDOOR UNIT DETAILS : GSZ140301K*

Power Supply (V/Hz/Ph):	208/230/60/1	Compressor Type:	Scroll
Min. Circuit Amps MCA (A):	17.8	Compressor Stages:	Single Stage
Max Overcurrent Protection (MOP) (A):	30	Suction Valve Connection Size (in):	3/4
Compressor Rated Load Amps :	13.5	Liquid Valve Connection Size (in):	3/8
Refrigerant Type:	R-410A	Sound Power(High/Med/Low) (dBA):	74 / - / N/A
Holding Refrigerant Charge (oz):	108	Cooling Operation Range (°F DB):	55 - 125
Additional Charge (oz/ft):	0.60	Heating Operation Range (°F DB):	-20 - 70
Pre-charge Piping (Length) (ft):	15	Net Weight (lb):	171
Dimensions (HxWxD) (in):	38-3/4 x 29-1/4 x 29-1/4	Gross Weight (lb):	187
*Max. Pipe Length (Vertical) (ft):	50	*Max. Pipe Length (Total) (ft):	80

**Refer to Long Line Set Application TP-107 for lines greater than 80 ft. or vertical elevation changes more than 50 ft. for single stage equipment and 25 ft. for 2-stage equipment.*



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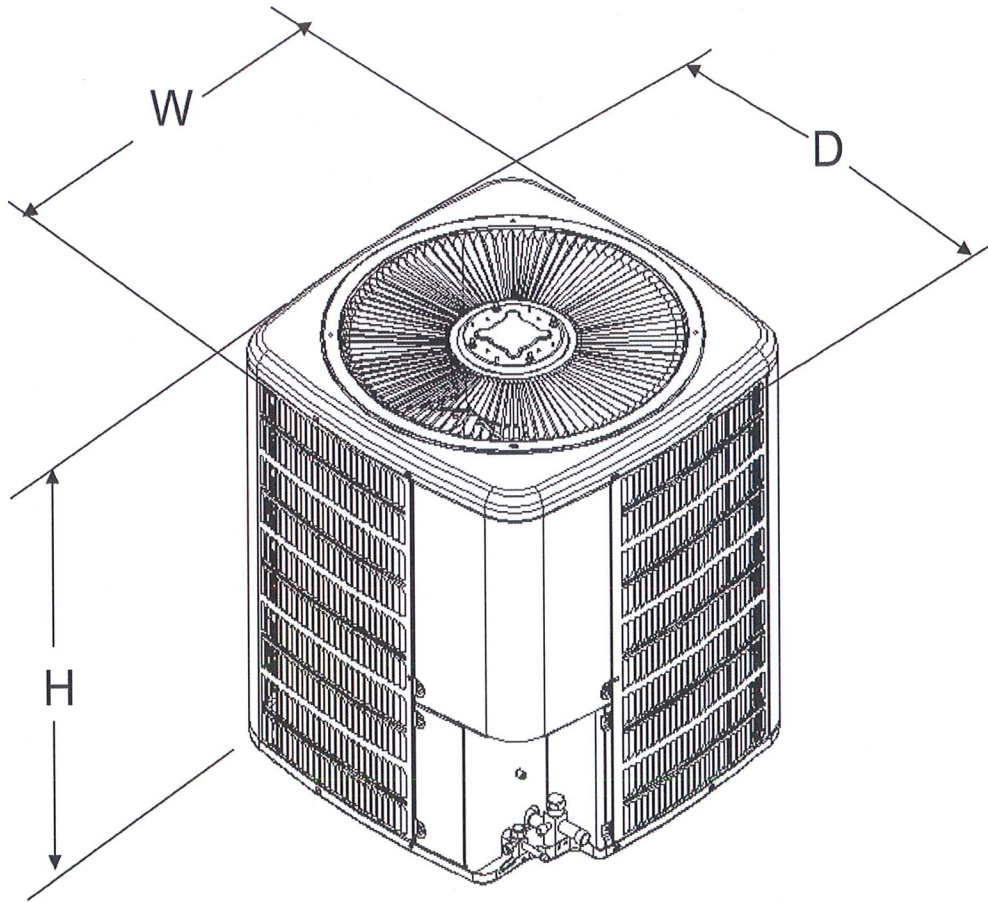
Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201642116 Products [GSZ140301K*, AWUF31XX16A*,], SEER 14.0 , EER 12.0 , HSPF 8.2



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Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201642116 Products [GSZ140301K*, AWUF31XX16A*], SEER 14.0, EER 12.0, HSPF 8.2

STANDARD FEATURES:

- Equipped with a Check Flowrater for cooling-only and heat pump operation
- Direct-drive, multi-speed motors allows air volume variation for heating/cooling:
- Multi-speed ECM: AWUF19, 25, 31, 32, 37
- Multi-speed PSC motor: AWUF18, 24, 30, 36
- Sequence-controlled, rust-resistant nickel chromium heating elements of 3, 5, 8, and 10 kW
- Aluminum tubing coils on all models
- Factory-installed pull-type disconnect
- Thermoplastic drain pan with bottom primary and secondary drain connections
- AHRI Certified
- ETL Listed

CABINET FEATURES:

- Cabinet air leakage less than 2.0% at 1.0 inch H₂O when tested in accordance with ASHRAE standard 193
- Cabinet air leakage less than 1.4% at 0.5 inch H₂O when tested in accordance with ASHRAE standard 193
- Built-in filter rack (filter included)
- Large chassis (2-1/2 and 3 ton units), front return only
- Small chassis (1-1/2 and 2 ton units), front or bottom return
- Wall-hanging bracket provided



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Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201642116 Products [GSZ140301K* , AWUF31XX16A* ,] , SEER 14.0 , EER 12.0 , HSPF 8.2

INDOOR AIR HANDLER UNIT DETAILS : AWUF310816

Power Supply (V/Hz/Ph):	208-230/60/1	Suction Connection Size (in):	3/4
Min. Circuit Amps MCA (A):	37.8/43	Liquid Connection Size (in):	3/8
Max Overcurrent Protection (MOP) (A):	40/45	Condensate Connection (in):	3/4
Net Weight (lb):	109	Dimensions (HxWxD) (in):	36 x 24 x 21
Gross Weight (lb):	109	Power Voltage (lb):	208-230
Current Type :	AC	Power Phase:	1
Power Frequency :	60	Min Voltage :	197
Max Voltage :	253	MCA :	37.8/43
MOP :	40/45	Electric Heat Range :	-
Indoor Blower FLA :	3.8	Fan Motor Output :	-



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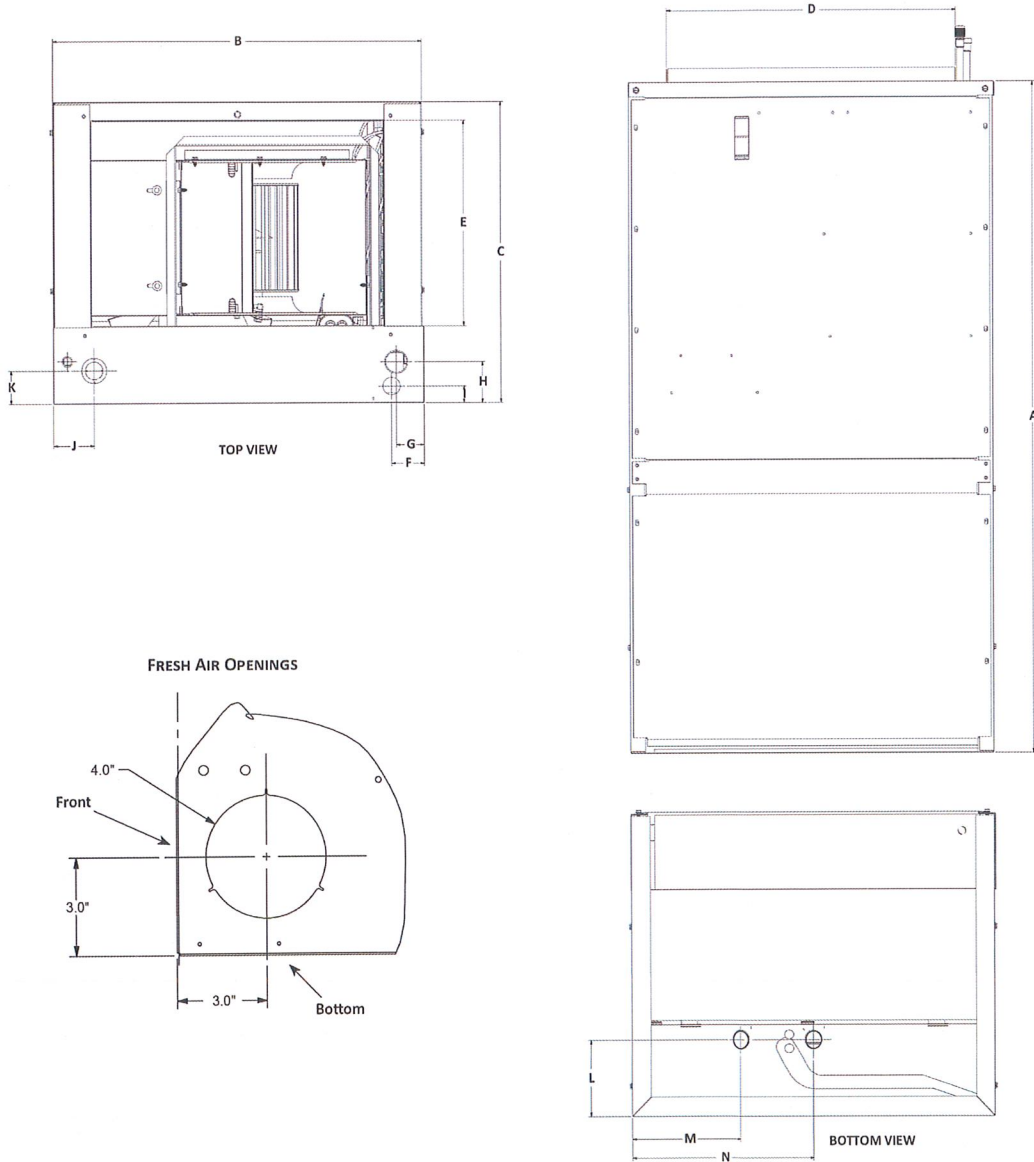
Submittal Data Sheet

14.0 SEER, Heat Pump System, 2.5 Ton, Outdoor Unit-GSZ140301K*

Submitted By : Goodman/Amana Unitary Test System

Submitted To : N/A

Tags : AHRI 201642116 Products [GSZ140301K* , AWUF31XX16A* ,], SEER 14.0 , EER 12.0 , HSPF 8.2



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Job Name: _____ Engineer: _____
 Purchaser: _____
 Location: _____
 Submitted To: _____ For: Reference Approval Construction
 Submitted By: _____
 Unit Designation: _____ Schedule No. _____

SUBMITTAL DATA: MSZ-FE09NA-8 / MUZ-FE09NAH

Capacities:

Cooling (Max.) 9,000 Btu/h (2.6Kw/h)
 Cooling (Min.) 2,800 Btu/h (0.8Kw/h)
 Heating (Max.) 18,000 Btu/h (5.3Kw)
 Heating (Min.) 3,000 Btu/h (0.9Kw)
 HSPF IV 10.0
 SEER(EER) 26.0(15.5)

Indoor Unit Specification:

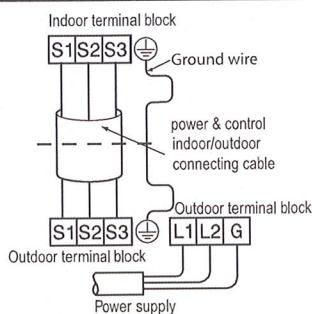
Power Supply *1 208/230Vac 1Φ 60Hz
 MCA 1A
 Weight 27lbs (12Kg)
 Sound (L-M-H Powerful) 22-31-39-42 dB(A)
 Airflow (L-M-H Powerful) Dry CFM 162 - 226 - 339 - 381
 Airflow (quiet-L-M-H super H) Wet CFM 144 - 202 - 307 - 343
 Airflow (quiet-L-M-H super H) Heat Dry CFM 166 - 240 - 367 - 381
 Moisture removal 2.1 pt./h

Refrigerant Piping:

Liquid 1/4" (6.35mm)
 Gas 3/8" (9.52mm)
 Connection method flared
 Condensate drain connection OD 5/8 (15.88)

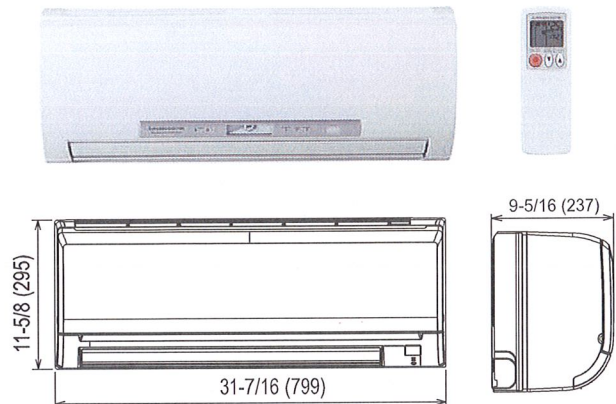
Operating Range		
Mode	Indoor Intake Air Temp.	Outdoor Intake Air Temp.
Cooling	Max. 90°F/32°C D.B. 73°F/23°C W.B.	115°F/46°C D.B.
	Min. 67°F/19°C D.B. 57°F/14°C W.B.	14°F/-10°C D.B.
Heating	Max. 80°F/27°C D.B. 67°F/19°C W.B.	75°F/24°C D.B. 65°F/18°C W.B.
	Min. 70°F/21°C D.B. 60°F/15°C W.B.	-13°F/-25°C D.B. -15°F/-26°C W.B.

Shared Power Connection

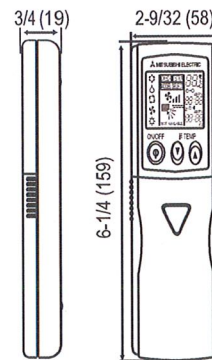


Electrical Wiring:

*1 Power to the indoor unit is supplied by the outdoor unit on terminals S1, S2



Remote controller



Dimension inch (mm)

Standard Features:

- Ozone Friendly R-410A Refrigerant
- Energy Star rated
- Pre-charged Refrigerant (up to 25ft. / 7.6M of piping one way)
- 5 year parts, 7 years compressor warranty
- Fuzzy Logic "I Feel" mode for comfort cooling
- Easy maintenance with self diagnostic feature
- Catechin Plus air purifying filter
- Variable compressor speed inverter technology
- Low ambient cooling (14°F/-10°C)
- Auto change over between heating and cooling modes
- Base Heater

Specification subject to change without notice

SUBMITTAL DATA: MSZ-FE09NA-8 / MUZ-FE09NAH

Outdoor Unit Specification:

Power Supply *1	208/230Vac 1Φ 60Hz
MCA	12A
Breaker size	15A
Weight	80lbs (30Kg)
Sound (cooling)	46 dB(A)
Sound (heating)	50dB (A)

Refrigerant Piping:

Liquid	1/4" (6.35mm)
Gas	3/8" (9.52mm)
Max. height difference	40ft. (12.2m)
Max. length	65ft. (19.8m)
Connection Method	flared

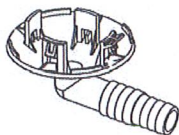
Optional Controls:

- MAC-399IF-E (BMS control through LonWorks or BacNet)
- PAR-21MAA (Wired remote controller)
- MAC-397IF-E (Remote ON/OFF)
- MAC-397IF-E (Remote error/operation display)
- Wireless Wall-mounted Remote Controller Kit(MHK1)

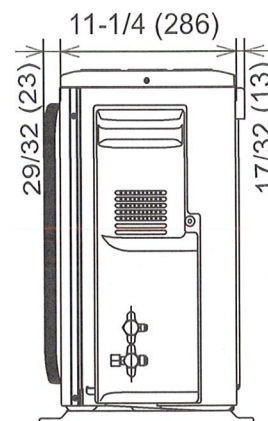
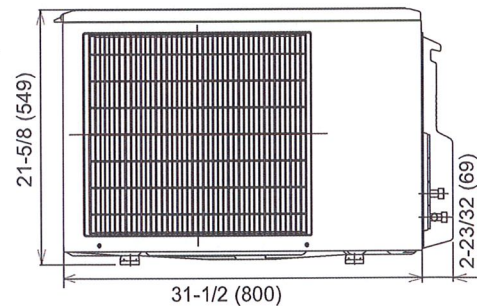
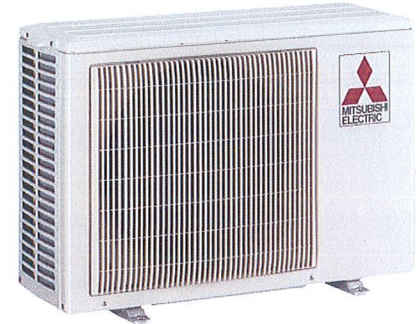
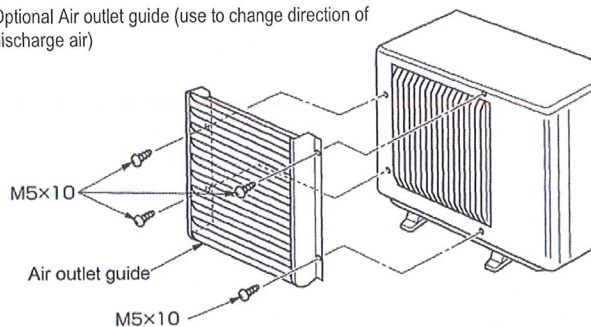
Optional Accessories:

- MAC-889SG (Air outlet guide)
- MAC-860DS (Drain socket)

Optional drain socket



Optional Air outlet guide (use to change direction of discharge air)



Dimension inch (mm)



Specification subject to change without notice

Notes:

1.3 SPECIAL CONDITIONS

1. TIME FOR COMPLETION

The work shall be commenced upon notification by authorized GHA personnel. General Contractor is to furnish GHA with a construction schedule prior to commencement of activities.

2. LIQUIDATED DAMAGES

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable of and shall pay to the Greensboro Housing Authority \$250.00, as fixed, agreed liquidated damages for each calendar day of delay, until the work is completed and accepted. Date as agreed on for completion shall be stated on GHA Notice to Proceed to the General Contractor. Where this amount conflicts with the amount listed in part 33(a) of the General Conditions HUD-5370, the higher amount shall prevail.

3. COMMUNICATIONS

- a. **All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.**
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the Signature page of the Contract (or at such other office as he may from time to time designate in writing to the Local Authority), or deposited in the United States mail in a sealed, postage prepaid envelope, or if sent by facsimile, or if sent by email to the Contractor.
- c. All papers required to be delivered to the GHA shall, unless otherwise specified in writing to the Contractor, be delivered to:
Greensboro Housing Authority
450 North Church Street
Greensboro, NC 27401
and any notice to or demand upon the GHA shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post, at the time of actual receipts, as the case may be.

4. MINIMUM RATES OF PAY

A schedule of the minimum rates of pay applicable to this contract is included in these Specifications. Any State Wage Rate that exceeds the corresponding Federal Rate is inapplicable and shall not be enforced by the GHA. Wage rates schedule is included.

5. SCOPE OF CONTRACT

See Section 1.2. NOTE: The General Contractor shall bid only work as defined in the Scope of Work and Specifications.

6. STAGING OF CONSTRUCTION MATERIALS AND PARKING OF CONSTRUCTION VEHICLES

The contractor shall coordinate with the GHA the staging of construction materials and construction vehicles to ensure minimum obstruction and interference with traffic flow and tenants.

7. Upon completion and final inspection of project, the general contractor is to complete forms in Section 7 and submit with final invoice to GHA. Forms are to be submitted to GHA prior to final payment.

8. PAYMENT PROCEDURE

Greensboro Housing Authority has the following policy for payment on invoices. In order to be paid on schedule, the invoice must be received by GHA with all supporting documentation attached. GHA reserves the right to issue payment up to 30 days after the receipt of ALL required documentation associated with the pay request. Delays in providing required documentation may result in delays in payment. **Seven (7) original signed sets, all payroll records for the pay period and a copy of all invoices for items purchased during the pay period** must be submitted when requesting partial payment, **in addition to any other documents listed in Section 6.**

NOTE: Under no circumstances is the General Contractor or Representative of the General Contractor permitted to contact the Greensboro Housing Authority's Accounting Department for the purpose of verifying the status of payment on invoice. Inquiries should go through the assigned Project Manager.

9. SUPERVISION

The general contractor shall personally or through an authorized and competent representative, **constantly** supervise the work from the beginning to completion and final acceptance. So far as possible, each subcontractor shall keep the same foreman and workmen on the job throughout the completion of the project.

10. REFERENCES AVAILABLE

For reference only, GHA has provided documents, Acts, Notices, forms, and other materials referenced in this specification packet at the following address: <http://www.gha-nc.org/vendors/current-bids-requests-for-proposals.aspx>

1.4 INSTRUCTIONS TO BIDDERS, HUD-5369

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

1.5 ADDITIONAL INSTRUCTIONS TO BIDDERS

1. BID FORMS

- A. All bids must be submitted on forms furnished by the Greensboro Authority (GHA), notarized, and shall be subject to all the requirement of the Agreement, the General Conditions, the Supplementary Conditions and the specifications and Drawings, if any.**
- B. Bid Documents shall be sealed in an envelope which shall be clearly labeled with the words 'BID DOCUMENTS' and show the Proposed Work Title, Name of Bidder, and the date and time of the bid opening.**
- C. The bid package shall include all information and documents required in the "Checklist of Required Documents" in Section 2.1 as well as any other requirements listed in the specifications.**

2. INTERPRETATION

- A. No oral interpretations will be made to any bidder as to the meaning of the Contract, General Conditions, Supplementary Conditions, and the Description of work. Every request for an interpretation shall be made in writing and any inquiry received ten or more days prior to the date fixed for opening of bids will be given consideration. Interpretations will be in the form of an addenda which will be on file in the offices of the Greensboro Housing Authority at least seven days before bids are opened. In addition, addenda will be made available to each bidder. It is each bidder's responsibility to make inquiry as to addenda(s) issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.**
- B. Bidders requiring directions to site locations for purpose of a site review may call (336)275-8501 from 8:30 a.m. until 5:00 p.m. Monday through Friday.**

3. BID GUARANTY- Will be required for this project.

The bid must be accompanied by a bid guaranty which shall not be less than five (5) percent of the amount of the bid and at the option of the bidder may be a certified check, bank draft, U.S. Government bond at par value, or a bid bond secured by a surety company. Certified check or bank draft must be made payable to the order of the Greensboro Housing Authority. The bid guaranty shall ensure the execution of the contract and the furnishing of performance and payment bond or bonds by the successful bidder all as required by the Supplementary Conditions. The bid guaranty of unsuccessful bidders will be returned as soon as practical after the opening of bids.

4. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept and unopened. The officer with the responsibility of opening the bids will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.

Facsimile bids will not be considered.

5. OPENING OF BIDS

Refer to HUD-5369 Instructions to Bidders

6. WITHDRAWAL OF BIDS

Refer to HUD-5369 Instructions to Bidders

7. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The contract will be awarded to the responsive, responsible bidder submitting the lowest proposal complying with conditions of the invitation for bids, provided his bid is reasonable and it is to the interest of GHA to accept it.
1. GHA shall not award any contract until the bidder has been determined to be responsive. To be considered responsive, a bid must conform to the material requirements of the Initiation to Bid. GHA must examine the low bid to be sure that the bidder did not alter the specifications or other terms and conditions (e.g., delivery schedules, payment terms, etc.) or attempt to impose different terms and conditions. Failure to respond in a timely fashion as specified by GHA may be considered non-responsiveness.
 2. GHA shall not award any contract until the bidder has been determined to be responsible. A responsible bidder must:
 - i. Have adequate financial resources to perform the contract,
 - ii. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's existing commercial and governmental business commitments;
 - iii. Have a satisfactory performance record;
 - iv. Have a satisfactory record of integrity and business ethics;
 - v. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
 - vi. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
 - vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation (LDP).
 3. GHA has the right to request any information necessary to determine that a bidder is both responsive and responsible.
 4. If a prospective contractor is found to be non-responsive and/or non-responsible, a written determination shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.
- B. The bidder/bidders to whom the award is made will be notified at the earliest practical date.
- C. The GHA is prohibited from making awards to contractors or accepting as subcontractors any individuals or firms which are on the lists of contractor's ineligibles to receive awards from the United States Government, as furnished from time to time by HUD.
- D. The Greensboro Housing Authority reserves the right to reject the bid of any bidder who has failed to perform properly, or to complete on time, contracts of a similar nature; who is not in the position to perform the contract, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to subcontractors, material suppliers, or employees.
- E. The Greensboro Housing authority reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the GHA. GHA reserves the right to accept the bid as a lump sum or as a unit price.
8. PERFORMANCE AND PAYMENT BOND - EXECUTION OF CONTRACT
- A. Subsequent to the award and within ten calendar days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to GHA a contract in the form furnished in such number of counterparts as GHA may require.
 - B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish bond(s) in accordance with the requirements set forth in Section 3.4.

9. EQUAL EMPLOYMENT OPPORTUNITY

- A. Attention is called to the Equal Employment Opportunity provisions of the contract.
- B. A Certification of Non-segregated Facilities must be submitted prior to the award of a contract exceeding \$10,000. Such a certification is contained in HUD form 5369-A to be signed and submitted with the bid.
- C. Subcontractors (suppliers or services) are not exempt and must comply with the provision of the Equal Employment Opportunities provision of this contract.
- D. The prime contractor will maintain on file the certifications of subcontractors.

10. PRE-CONSTRUCTION CONFERENCE

Refer to HUD-5369 Instructions to Bidders

11. LABOR/MATERIALS

Contractor will furnish all labor, equipment, materials and services required to perform the work specified in Supplementary Conditions, Specifications and Drawings, if any.

12. SITE, MATERIALS, AND SPECIFICATION FAMILIARIZATION

- A. The Contractor shall be held responsible for visiting the site, examining all related documents included in the bid package, and examining the specifications designated in the Invitation to Bid. The Contractor shall thoroughly familiarize himself with existing conditions before submitting the bid, satisfying himself as to the nature and location of the work, the character and quantity of materials to be encountered, the general local conditions, and all other matters which can affect the work under this contract.
- B. It shall be the contractor's responsibility to visit the site to obtain whatever dimensions, date, etc. relative to the existing site conditions necessary to prepare his/her bid. The owner takes no responsibility for data not included in the specifications but required and available at the site.
- C. Acknowledgement of a site visit and receipt of current specification sections applicable shall be included with bid. No allowance will be made for lack of knowledge of existing conditions or the latest Specifications.

13. INCONSISTENCIES FOUND IN THE CONTRACT DOCUMENTS

- A. The drawings and specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both. Should the drawings disagree with the specifications, the specifications shall take precedence over the drawings and shall be used for estimating a bid price.
- B. Should the drawings/specifications disagree in themselves, the disagreement shall be brought to the attention of GHA and/or its designee for clarification before bids are submitted. All items not specifically mentioned in the specifications as noted, or indicated on the drawings, but which are obviously necessary to make a complete working installation, shall also be brought to the attention of GHA and/or its designee for clarification before bids are submitted.
- C. The drawings accompanying the specifications outlined in the Invitation to Bid letter indicate generally the location of equipment, structures, etc. While these drawings shall be followed as closely as possible during construction, all measurements should be checked at the site and necessary changes shall be made to coordinate with structural conditions, equipment to be installed, other systems, etc., with no additional cost to the owner due to measurements that were available at the site.

14. SUBSTITUTION OF MATERIALS

- A. After award of contract, substitution of materials or alterations to details will be considered only if proof is presented that specified materials are not available and where the details as shown are impossible because of unforeseen conditions. Substitution of materials or alterations shall not be made without prior written approval of GHA and/or its designee. Refer to Section 5.2.

15. SUBCONTRACTORS SUBLETTING WORK

The subcontractor shall not enter into any contract to sublet work assigned and contracted through the prime contractor. The prime contractor shall be responsible for the compliance by all subcontractors. A breach of this compliance may be grounds for termination of the contract and for debarment as a contractor and a subcontractor.

16. INSTRUCTION TO BIDDERS FOR CONTRACTS PUBLIC AND INDIAN HOUSING PROGRAMS

Contractor must check Section 10. Assurance of Completion, Box (1): A performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law.

17. CONTRACTOR'S LICENSE

Contractor must submit a copy of their State Contractors License showing the classification of license. It is the Contractor's responsibility to pre-determine that he/she has the appropriate license required. Licensing questions can be addressed to North Carolina Licensing Board for General Contractors, (919) 571-4183.

18. INSTRUCTIONS TO BIDDERS

It shall be the Bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the contract and all bidders shall be bound by such addenda, whether or not received by the Bidder's.

19. FORM HUD 5369 (10/2002) INSTRUCTIONS TO BIDDERS SHALL BE MODIFIED AS FOLLOWS:

Page 1, Section 2, Paragraph A, first sentence, change "7 days" to read "10 days."

20. INSTRUCTION TO BIDDERS: Section 5 – Late Submissions

Paragraph A shall not apply to submission of bids but shall apply to modifications and withdrawals.

"The officer who duty it is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered.

21. INSTRUCTION TO BIDDERS: Insert at the end of Section 5

Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been opened.

22. INSTRUCTIONS TO BIDDERS: Add Section 8

The GHA reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregard his/her obligations to subcontractors, materialmen, or employees.

The ability of the bidder to obtain a performance bond shall not be regarded as a sole test of such bidder's competency or responsibility.

23. INSTRUCTIONS TO BIDDERS: Add Section 10

Having satisfied all condition of award as set forth elsewhere in these documents, the successful bidder shall, within 10 days from Notice of Award, furnish bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secures the faithful performance of the contract, and for they payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for label, materials, tools, equipment, or services of any nature, employed or used by him/her in performed work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract.

24. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the Contractor acknowledges that he/she has carefully examined all documents pertaining to the Work, the location, accessibility and general character of the site of the work, the condition of existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including but not limited to the labor situation which can in any way affect the work under Contract, and including all safety measures require by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the Contractor acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other contract documents for the construction of the work and that he/she accepts all terms, conditions and stipulations contained therein, and that he is prepared to work in cooperation with the Contractors performing work on the site.

25. COST BREAKDOWN

Within seven (7) days after execution of the Contract, the Contractor shall provide the Housing Authority a detailed breakdown of Contract values and quantities in accordance with the General Conditions.

26. PRE-BID APPROVAL

Contractors may submit products for review and pre-bid approval provided that complete and adequate information is submitted. Any pre-bid approval given will be based on a review of submitted data and a determination if the product meets specifications and must be in writing. **The failure of the contractor/manufacturer to specifically identify what areas and why a product fails to meet the specifications will void any prior approval given and be sole and just cause for later rejection or requiring that a product be removed from the job and replaced with materials that meet specs. Verbal comments will *not be binding*.**

2.1 CHECKLIST OF REQUIRED DOCUMENTS

The bid package shall include the following:

1. Signed and notarized bid form of an authorized person representing the bidders company including the acknowledgment of all addendums. (See Section 2.2)
 - a. Request for unit pricing and/or alternates. (if required).
3. Bid Guaranty - A Bid Bond is required for construction and equipment contracts amounting to \$25,000.00 or more. See instructions to Bidders for Contracts Public and Indian Programs, Form HUD-5369, par. 9. for more information. (See Section 1.4)
 - a. Notarized Bid Bond Form (See Section 2.4)
 - b. Attach liability insurance certification to the Bid Bond Form
 - c. Certified check or bid bond in the amount of 5 percent of the bid amount. See Form HUD-5369, par. 9. for more information. (See Section 1.4)
4. Builders Risk Insurance
5. Notarized copy of the non-collusive affidavit. (See Section 2.5)
6. Notarized copy of the Bidders Experience form, if the bidder has not completed work for GHA in the last five (5) years. (See Section 2.6)
7. Notarized copy of the Subcontractor's Experience form for all subs. (See Section 2.7)
8. Previous Participation Certification HUD Form-2530, (See Section 2.8)
9. A signed copy of the contractors/vendor policy. (See Section 2.9)
10. A signed copy of the HUD 5369-A form. (See Section 2.10)
11. MWBE Certification Form (See Section 2.11)
12. Section 3 Certification Form (See Section 2.12)
 - a. Also provide a letter indicating efforts made to involve Section 3 and minority subcontractors in accordance with the Greensboro Housing Authority's Minority and Section 3 Policy. See (See Section 4 for policy information.)
13. ALL bidders are to include a list of a minimum of three current references.
14. Bidding Contractors are to provide North Carolina License Number appropriate for the portion of the work they are bidding.

15. Bids shall be labeled in the center of a SEALED envelope in legible form as follows:

LABEL: Bid Documents

TITLE: The Havens at Willow Oaks – Miscellaneous
Repairs

NAME AND COMPLETE ADDRESS OF BIDDER:

BIDDERS TELEPHONE NUMBER:

DATE AND TIME OF BID OPENING:

LOCATION OF BID OPENING:

2.2 BID FORM

The Havens at Willow Oaks - Miscellaneous Repairs

TO: Greensboro Housing Authority
450 North Church Street
Greensboro, North Carolina 27401

Contract: All Construction Single Prime

Bidder: _____

Date: _____

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the project manual (including Invitation for Bids, Instructions to Bidders, this bid, the Form of Bid Bond, the Form of Non-Collusive Affidavit, the Form of Contract, and the Form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, the Supplemental General Conditions, the General Scope of Work, the Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by the Greensboro Housing Authority, 450 North Church Street, Greensboro, North Carolina 27401, and on file in the Office of the Authority, hereby proposes to furnish all Labor, equipment, materials, and services required for the above listed project.

The bids shall be considered a firm fixed price inclusive of all contractor costs, including but not limited to, material, equipment, taxes, permits, bonds, insurance temporary utilities, and any other expenses incurred by the Contractor(s) in the performance of the work.

Construction Contract shall be single prime contract, and Base Bid shall include all work identified as shown in plans, specifications, and bid form.

Unit Prices shall include profit and overhead and no additional profit or overhead shall be added or deducted when applying Unit Prices. If the Unit Price work exceeds the base amount indicated, the Contractor shall notify the Engineer/Owner before proceeding with additional Unit Price work. Bidder(s) shall provide Unit Prices indicated. Failure to do so may void bidder's proposal. Bidder(s) further acknowledges and agrees that Unit Prices shall be enforced and applicable for the duration of the contract.

In the event that the final work required is less than or more than the amount included as quantity of an allowance of work in the Base Bid, the contract amount will be adjusted up or down in accordance with the accepted Unit Price. The quantities must be verified by the Engineer and/or the Owner's representative. Contractor may not exceed the base Unit Price quantity without specific written permission from the Owner. Unit Price work shall be identified separately on the Contractor's Schedule of Values and Pay Request.

Successful bidder(s) shall submit a Schedule of Values representing the contract amount for each task required to complete the Work. The Schedule of Values shall separate labor and material costs.

2. All in accordance as indicated in the scope of work section 1.2 of the specifications therewith and all referenced drawings, for the sum of:

1. TOTAL BASE BID: \$ _____

- a. Unit Price No. 1 – Parking Lot Sealing of Asphalt: \$ _____ Per SF
- b. Unit Price No. 2 – Parking Lot Restriping of parking spaces: \$ _____ Ea.
- c. Unit Price No. 3 – Water Heater Replacement: \$ _____ Ea.
- d. Unit Price No. 4 – Heat Pump Replacement: \$ _____ Ea.
- e. Unit Price No. 5 – Split Ductless system (office building): \$ _____ Ea.
- f. Unit Price No. 6 – Common Area Carpet replacement: \$ _____ Per SF
- g. Unit Price No. 7 – Common area Refrigerator Repl.: \$ _____ Ea.
- h. Unit Price No. 8 – Common Area Range Replacement: \$ _____ Ea.
- i. Unit Price No. 9 – Common Area Dishwasher Replacement: \$ _____ Ea.
- j. Unit Price No. 10 – Unit Refrigerators: \$ _____ Ea.
- k. Unit Price No. 11 – Unit Ranges: \$ _____ Ea.
- l. Unit Price No. 12 – Unit Dishwashers: \$ _____ Ea.
- m. Unit Price No. 13 – ADA Dishwashers: \$ _____ Ea.

2. TOTAL ALTERNATE BID: \$ _____

- a. Add alternate No. 1 – 2 Bedroom flooring replacement (LVP): \$ _____ Per SF
- b. Add alternate No. 2 – 3 Bedroom flooring replacement (LVP): \$ _____ Per SF
- c. Add alternate No. 3 – Kitchen Cabinets and Countertops: \$ _____ Per SF

3. Unit pricing:

a. Flooring by unit type:

- Unit A1a – 1164 SF: \$ _____
- Unit A1b – 1193 SF: \$ _____
- Unit A1end – 1201 SF: \$ _____
- Unit B1 – 1386 SF: \$ _____
- Unit Blctr – 1386 SF: \$ _____
- Unit B1end – 1395 SF: \$ _____
- Unit C1a – 1153 SF: \$ _____
- Unit C1b – 1167 SF: \$ _____
- Unit C2a – 1246 SF: \$ _____
- Unit C2b – 1238 SF: \$ _____
- Unit D1 – 1377 SF: \$ _____
- Unit D2 – 1463 SF: \$ _____
- Unit E1 – 1044 SF: \$ _____
- Unit E2 – 1122 SF: \$ _____

b. Cabinets/Countertop Replacement by unit type:

- Unit Type A: \$ _____
- Unit Type B: \$ _____
- Unit Type C1: \$ _____
- Unit Type C2: \$ _____
- Unit Type D1: \$ _____
- Unit Type E1: \$ _____
- Unit Type E2: \$ _____

c. Laminated Countertop per Linear Foot: \$ _____ Per LF

3. In submitting this bid, it is understood that the right is reserved by the Greensboro Housing Authority to accept or reject any and all pricing related to bids and total base bid amounts. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within ninety (90) days, after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.
4. Certified check or bid bond sum of 5% of principal here within in accordance with the specifications IS submitted.
5. Attached is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
6. The bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he () has, () has not, filled all required compliance reports; and that representatives indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representations need not be submitted in connection with contract or subcontracts which are exempt from the clause.
7. ADDENDUM RECEIPT: The receipt of the following addenda is acknowledged:
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

8. The contractor certifies that his representative _____ has or _____ has not visited the site.
9. CONTRACTORS LICENSE: The contractor must have the appropriate certification required by the State of North Carolina to perform the work included in these specifications. The undersigned further states that he/she is a duly licensed Contractor at an appropriate class level, or holds adequate certification to meet the North Carolina state requirements, and that all fees for licenses, etc., pertinent to the submission of this bid have been paid in full.

NAME OF BIDDER:	Date:
Authorized Signature:	Date:
Title:	
N.C. State General Contractor's License #/Certification (Specify Type):	Expiration Date:
City of Greensboro Privileged License #:	Expiration Date:
Official Address:	

ALL APPLICABLE COMPANY PRINCIPALS:

Company Owner: _____
 Address: _____
 Telephone Number: _____

President: _____
 Address: _____
 Telephone Number: _____

Vice-President: _____
 Address: _____
 Telephone Number: _____

Secretary: _____
 Address: _____
 Telephone Number: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____ in the year
_____.

(Notary Public)

State of: _____

SEAL:

County of: _____

My Commission Expires: _____

2.3 PRICE SPLIT FORM (N/A)

2.4 BID BOND

A BID BOND WILL BE REQUIRED FOR THIS PROJECT.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
_____ (Name of Bidder), as PRINCIPAL, and
_____ (as SURETY, are held and firmly bound unto
the Greensboro Housing Authority, Greensboro, North Carolina, hereinafter called the "Housing
Authority" in the penal sum of
_____ Dollars
(\$ _____) in lawful money of the United States of America. For the payment of this sum,
we bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying Bid, dated _____, 20____, for the construction and
completion of GHA Housing Project
_____, Greensboro, North
Carolina as described in the Project Manual (Specifications) and indicated on the Drawings
dated _____, all as prepared by Greensboro, North Carolina.

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein after the opening of same, or if no period be specified within ninety (90) days after the
said opening, and shall within the period specified therefore, or if no period be specified within
ten (10) days after the prescribed forms are presented to him for signing, enter into a written
contract with the Housing Authority in accordance with the Bid as accepted, and give bond with
good and sufficient surety or sureties as may be required for the faithful performance and
proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the
period specified, if the Principal shall pay the Housing Authority the difference between the
amount specified in said Bid and the amount for which the Housing Authority may procure the
required Work or supplies, or both, if the latter amount be in excess of the former, then the
above obligation shall be void and of no effect, otherwise to remain in full force and virtue. It is
further by said Surety that the Surety will, upon demand, forthwith make payment to the oblige
upon said Bid Bond if the Principal fails to execute the Contract in accordance with the Bid
Bond, and upon failure by Surety to forthwith make payment, the Surety agrees to pay the
oblige an
amount equal to double the amount of said Bid Bond.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their
several seals this _____ day of _____, 20____, the name and corporate

party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in the State of North Carolina.

In presence of:

_____ (SEAL)

(Individual Principal)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

By
(Affix Corporate Seal)

ATTEST:

(Corporate Principal)

(Business Address)

By
(Affix Corporate Seal)

(Power of Attorney for person signing for Surety Company must be attached to bond.)

NON-COLLUSIVE AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____ being first duly sworn, deposes and says:

That (he, she) is _____ (A partner or officer of the firm of, etc.), the party making the foregoing Proposal or Bid: that such Proposal or Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix the Bid price of affidavit or of any other bidder, or to fix any overhead, profit or cost element of said Bid price, or of that of any bidder, or to secure any advantage against the **GREENSBORO HOUSING AUTHORITY** or any person interested in the proposed contract; and that all statements in said proposal or Bid are true.

(Signature of Bidder, if Bidder is an Individual)

(Signature of Partner, if Bidder is a Partnership)

(Signature of Officer, if Bidder is a Corporation)

Subscribed and sworn to before me this _____ day of _____, 20_____

(Notary Public)

STATE OF: _____

SEAL

COUNTY OF: _____

My Commission expires: _____

2.6 STATEMENT OF BIDDER'S EXPERIENCE

PROJECT: _____

LOCATION: _____

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, attach separate sheets for items marked with an asterisk (*).

1. Name of Bidder and telephone number.
2. Permanent main office address or operating office address.
3. Day, month and year organized.
4. Where incorporated.
5. How many years have you engaged in the business under your present firm's name? _____ years
6. * Contracts on hand.
(Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
7. * General character of work performed by your company.
8. *Have you ever failed to complete the work awarded to you? If so, where and why. Explain.
9. *Have you ever defaulted on a contract? If so, where and why?
10. *List the largest five contract(s) performed by your company within the last five years, stating approximate cost for each, and the month and year completed, or if any of them are currently ongoing, please specify same.

Contract	Cost	Ongoing?
1.		
1.		

1.		
1.		
5.		

11. List your major equipment available for this contract.

12. *Type of work experience similar in importance to this project.

13. *Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the GHA?

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Greensboro Housing Authority in verification of recitals comprising this Statement of Bidder's Experience.

Name of Bidder

Authorized Signature

Date

Title

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary Public)

STATE OF: _____

SEAL

COUNTY OF: _____

My Commission expires: _____

Note: Bidder may submit and attach additional information if desired.

2.7 STATEMENT OF SUBCONTRACTOR'S EXPERIENCE

PROJECT: _____

LOCATION: _____

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, attach separate sheets for items marked with an asterisk (*).

1. Name of Subcontractor and telephone number.
2. Permanent main office address or operating office address.
3. Day, month and year organized.
4. Where incorporated.
5. How many years have you engaged in the business under your present firm's name? _____ years
6. * Contracts on hand.
(Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
7. * General character of work performed by your company.
8. *Have you ever failed to complete the work awarded to you? If so, where and why. Explain.
9. *Have you ever defaulted on a contract? If so, where and why?
10. *List the largest five contract(s) performed by your company within the last five years, stating approximate cost for each, and the month and year completed, or if any of them are currently ongoing, please specify same.

Contract	Cost	Ongoing?
1.		
1.		

1.		
1.		
5.		

11. List your major equipment available for this contract.

12. *Type of work experience similar in importance to this project.

13. *Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the GHA?

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Greensboro Housing Authority in verification of recitals comprising this Statement of Subcontractor's Experience.

Name of Subcontractor

Authorized Signature

Date

Title

Subscribed and sworn to before me this _____ day of _____, 20_____

(Notary Public)

STATE OF: _____

SEAL

COUNTY OF: _____

My Commission expires: _____

Note: Subcontractor may submit and attach additional information if desired.

2.8 PREVIOUS PARTICIPATION CERTIFICATE, HUD-2530

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects <i>(See instructions)</i>	For HUD HQ/FmHA use only
Reason for submission:	
1. Agency name and City where the application is filed	2. Project Name, Project Number, City and Zip Code
3. Loan or Contract amount \$	4. Number of Units or Beds
	5. Section of Act
	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

Certifications: The controlling participant(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participant(s) further certify to the truth and accuracy of the following:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
 - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
 - h. All the names of the controlling participants who propose to participate in this project are listed above.
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Roles(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Signature of authorized reviewer	Signature of authorized reviewer	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

Purpose: This form provides HUD/USDA FmHA with a certified report of all previous participation in relevant HUD/USDA programs by those parties submitting the application. The information requested in this form is used by HUD/USDA to determine if you meet the standards established to ensure that all controlling participants in HUD/USDA projects will honor their legal, financial and contractual obligations and are of acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify and submit your record of previous participation, in relevant projects, by completing and signing this form, before your participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law 42 U.S.C. 3535(d) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Purpose: The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility, and eligibility.

Routine Use: The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

Disclosure: Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

SORN ID/URL:<https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>

Public reporting burden for this collection of information is estimated to average three hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

2.9 CONTRACTOR/VENDOR POLICIES AND PROCEDURES

Contractors and subcontractors will observe Greensboro Housing Authority's (GHA) rules and regulations while on property.

A copy of specific rules and regulations is furnished and acknowledged by signature of the general contractor on this document. To be signed and returned to GHA with Bid Quotation.

A. SUBSTITUTION OF MATERIALS

1. After award of contract, substitution of materials or alterations to details will be considered only if proof is presented that specified materials are not available and where the details as shown are impossible because of unforeseen conditions. Substitution of materials or alterations shall not be made without prior written approval of the Project Manager.

B. GENERAL RULES AND REGULATIONS

1. While at work, the Contractor shall observe the following GHA rules:
 - a. General Conduct: Consideration for the rights of one another requires that employees conduct themselves in a respectable and orderly manner. Abusive or threatening language, fighting, interference with fellow workers, horseplay, and other objectionable or unsafe conduct will not be allowed.
 - b. Smoking: Smoking is not permitted on or in any GHA facility or Project Site.
 - c. No Alcohol: The possession of or consumption of intoxicating liquor or illegal drugs on GHA property, or reporting to work under the influence of alcohol or illegal drugs are grounds for immediate dismissal.
 - d. No Firearms/Weapons: No person is permitted to bring on to GHA property any type of firearm or weapon.
 - e. Property: Damage to raw materials, machinery, buildings, or other GHA property in any way, or the removal of any such property, is prohibited. The same respect is required for property of employees.
 - f. Safety: GHA safety practices are to be followed. Contractor shall secure off work areas, provide appropriate barricades and take necessary safety precautions to protect GHA employees and guests during construction activities.
 - g. Entry:
 1. Normal Work Day: Normal work hours are considered beginning at 8:00 a.m. until 5:00 p.m. Monday through Friday.
 2. Other Than Regular Working Hours: Special permission is required from the Project Manager or his representative if employees must enter or remain in the building or on GHA property at times outside regular working hours.
 - h. Parking: Parking for Contractors personnel will be available in the immediate construction sites only. Parking spaces in the parking lot will not normally be available. Parking areas to be assigned prior to construction.
 - i. Driveways: GHA driveways must be open for free access of GHA personnel, equipment, and trucks to assure uninterrupted flow of regular GHA operation. GHA traffic signs and posted rules must be observed. Excess mud, dirt, or other materials should not be allowed to obstruct drives.
 - j. Cutting and Welding: All cutting and welding operations are to be performed in accordance with procedures established prior to welding. A man with a fire

extinguisher must stand by during all welding and cutting operations. No cutting or welding shall be accomplished without prior notification to GHA.

- k. Grounds, Grass, Shrubs: Care shall be observed to prevent damage to grass and shrubs outside the specific construction site.
- l. Food Service: If approved by GHA in advance, the contractor may provide canteen food services where available for use by Contractors personnel.
- m. Workmanship and Installation: All work shall be executed in a workmanship manner by skilled and knowledgeable personnel, and these personnel shall be responsible for maintaining the job site and assigned storage and work areas in a clean and organized manner on a day-to-day basis.
- n. Rubbish: All debris, rubbish, and scrap must be removed from the premises as the work progresses on a daily basis.
- o. Use of GHA Tools and Facilities: The Contractor is expected to provide all necessary materials and equipment as required to accomplish all proposed work unless otherwise stated in the contract or specifically approved by the Project Manager.
- p. Operation of GHA Systems: Shut down of GHA equipment, systems, sprinkler valves, electrical systems, etc., shall only be with the permission and under the direction of the Project Manager. A minimum of a 72-hour notice must be given prior to the event.
Any time that the fire alarm systems for a building are placed in test mode, fire patrol walks must be performed and documented in accordance with Greensboro Fire Department regulations. It is the Contractor's responsibility to contact the Greensboro Fire Department to ensure compliance with their regulations.
- q. Coordination of General, Mechanical, and Electrical Contracts: Each Contractor's Foreman is responsible for the coordination of his own subcontractors and responsible for their work in all respects. Each contractor shall review subcontractor work schedules in advance and request any required coordination with other direct contractors to minimize conflict or delay. Any questions or conflicts should be brought to the immediate attention of the Project Manager.
- r. Subcontractors: The prime Contractor is responsible for his subcontractors being completely familiar with the conforming to these rules.
- s. Identification: Each Contractor is to provide employee identification badge for his employees and these badges are to be visible and worn at all times on property.
- t. Permits and Licenses: Contractors are responsible for acquiring any required or necessary permits or licenses, and are to abide by all local, county, state, and federal rules and regulations, and the latest issue of the local and state building code.
- u. Standards for Appearance: Shirts and shoes are to be worn at all times.
- v. Fire Protection: Specific instructions are to be outlined to all general Contractor's personnel as to any disaster which may take place in the general construction area.

C. STORAGE OF MATERIALS

1. Contractors shall consult with the Project Manager for storage space at the job site. Storage space must be secured and contractor's representatives must be on the job before any material may be received. If storage space is not available, the Contractor will be responsible for furnishing said facilities.

D. SUPERVISION

1. The Contractor shall, through authorized and competent personnel, constantly supervise the work from the beginning to completion and final inspection. So far as possible, the Contractor shall keep the same foreman and workmen throughout the project duration.

2. During progress of the work, it shall be subject to inspection by representatives of GHA at which time the Contractor shall furnish information and data relative to the project as requested.

E. TIME OF COMPLETION

1. The Contractor shall include within his bid the proposed time of completion of contract and any special conditions under which he agrees to enter into a formal contract to perform the work within the specified time.
2. Contractor is to furnish the designated Project Manager his projected work schedule showing hours per day and days per week for each phase of the project.

Name of Bidder

Authorized Signature

Date

Title

**2.10 REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS, HUD-5369A**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

2.11 MWBE CERTIFICATION FORM

By signing this form, the contractor agrees that the following statements and certifications are true and accurate.

MINORITY PARTICIPATION STATEMENT

We shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the firm. We also agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

***MWBE Participation Goal = 20%**

In all solicitations or advertisements for employees placed by or on behalf of this firm, I state that we are equal opportunity employers.

Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirement of these sections.

SELF-CERTIFICATION AS WBE/MBE FIRM

Is the Ownership of your firm at least 51% held by persons who are Black, Asian American, Hispanic, American Indian, Alaskan native, or female, in accordance with the guidelines set forth in Section 4.1?

_____ YES _____ NO

MINORITY AND WOMEN BUSINESS UTILIZATION COMMITMENT

- A. The bidder agrees to solicit MBE/WBE participation in this project. As used in this contract, the term "minority and women business" shall mean a company 51% of which is owned and controlled by minority group members or women. For the purpose of this definition, minority group members are Black, Asian American, Hispanic, American Indian, Alaskan native, or female. See Section 4.1 for full definitions. Minority and Women Business Enterprises may be employed as construction subcontractors or as vendors or suppliers.
- B. The bidder certifies that the following subcontractors will be awarded subcontracts in conjunction with this project, should the bidder be selected as the lowest responsible, responsive bidder:

SUBCONTRACTOR	ADDRESS	WBE/MBE/MWBE	\$ AMOUNT OF CONTRACT

- C. The percentage of the total value of this contract that will be awarded to MBE/WBE firms is:

- a. Total bid amount: \$ _____
- b. Total WBE/MBE amount: \$ _____

- D. Please list all MBE's/WBE's/MWBE's solicited and whether a bid was received from them on the following contact forms. Further explanation can be provided in the form of a letter.
- E. The bidder agrees to furnish additional information should the minority and women business enterprise participation change during the life of the contract.
- F. The bidder certifies agreement with all policies stated in Section 4.1.

BIDDING FIRM EMPLOYEE INFORMATION

- A. Number and percent (of **entire** work force) of Minority Employees that are currently on your payroll:
 - a. Number: _____
 - b. Percent: _____
- B. Number and percent (of **project** work force) of Minority Employees that are anticipated to be working on this project:
 - a. Number: _____
 - b. Percent: _____

WBE/MBE CONTACTS

Contact #1

Firm Contacted:	
Address:	
Telephone Number:	
Person Contacted:	
Work firm could perform or materials they could provide:	
Did they bid/not bid?	
If firm was not retained, why not?	
If firm is retained, what is the \$ amount of the work?	

Contact #2

Firm Contacted:	
Address:	

Telephone Number:	
Person Contacted:	
Work firm could perform or materials they could provide:	
Did they bid/not bid?	
If firm was not retained, why not?	
If firm is retained, what is the \$ amount of the work?	

Contact #3

Firm Contacted:	
Address:	
Telephone Number:	
Person Contacted:	
Work firm could perform or materials they could provide:	
Did they bid/not bid?	
If firm was not retained, why not?	
If firm is retained, what is the \$ amount of the work?	

The undersigned, hereby certifies that he or she has read the terms of this MWBE Certification Form and is authorized to make such commitment on behalf of the bidder.

I hereby state that _____ *(name of firm)* agrees to abide by the above statements.

(Signature)

(Title)

2.12 SECTION 3 CERTIFICATION FORM

By signing this form, the contractor agrees that the following statements and certifications are true and accurate.

SECTION 3 PARTICIPATION STATEMENT

The bidders agree to award subcontracts to Section 3 business concerns and to employ Section 3 residents to the greatest extent feasible, consistent with the efficient performance of this contract. Bidders will follow all guidelines provided in Section 4.2.

All bidders will submit with bid a Letter to the Greensboro Housing Authority detailing any efforts it has made to involve Section 3 businesses in this project. This letter should include copies of any advertisements or correspondence the bidder has used to attract Section 3 business concerns. Further, a List of awards made to Section 3 business concerns and a List of others that were solicited, but did not bid, shall be provided in the attached letter.

The successful bidder will also furnish the Authority a with both quarterly reports and a final summary showing the involvement of Section 3 residents and Section 3 business concerns as indicated above. The bidder agrees to furnish additional information should the Section 3 participation change during the life of the contract. The final summary shall be submitted on the form provided herein along with the request for final payment.

Commitment to Report on New Hires: During the contract period the contractor shall provide a status report identifying its progress in meeting the Section 3 goals, as established, on a monthly basis throughout the contract period. The quarterly status report shall be submitted along with their invoices for payment. This report will provide the GHA with all information required to monitor compliance with its Section 3 plan including, but not limited to, new hires, core employees, certified payroll, workforce utilization and other relevant data to be specified.

Commitment to Employee Section 3 Workers (Low and Very Low Income Area Residents) and Businesses: The contract commits to make every effort to employ Section 3 qualified residents and businesses.

SELF-CERTIFICATION AS SECTION 3 BUSINESS CONCERN

Does your firm meet the guidelines established in Section 4.2 of these specifications?

_____ YES _____ NO

If yes, in what ways does your firm meet the requirements? (If necessary, explain below or in the attached letter.)

SECTION 3 BUSINESS CONCERN UTILIZATION COMMITMENT

The bidder agrees to solicit Section 3 business concerns for participation in this project in accordance with the guidelines established in Section 4.2. Section 3 business concerns may be employed as construction subcontractors.

SUBCONTRACTOR	ADDRESS	\$ AMOUNT OF CONTRACT

The percentage of the total value of this contract that will be awarded to Section 3 business concerns is:

- _____
- a. Total bid amount: \$ _____
 - b. Total Section 3 amount: \$ _____

The undersigned, hereby certifies that he or she has read the terms of this Section 3 Certification Form and is authorized to make such commitment on behalf of the bidder.

I hereby state that _____ *(name of firm)* agrees to abide by the above statements.

(Signature)

(Title)

Section 3 Certification Instructions to Vendors

- Agency Goals as part of this project:
 - 1) Achieve 25% of the aggregate number of section 3 workers
 - 2) Achieve 5% of the aggregate number of *targeted* section 3 workers which will be included in the overall goal of achieving 25% section 3 workers as mentioned above.

Please see attached Section 3 Guidance summary for more information

- All perspective contractors are required to comply with section 3 guidelines outlined within and are to make their best effort to award contacts and subcontracts to business concerns that provide economic opportunities to section 3 workers.
- The contractor will be required to keep track of all section 3 forms (with original signatures) in a binder which should be updated monthly for the duration of the project.
- All section 3 information described in the table below should be submitted to the agency electronically on a monthly basis, with the final binder containing all original documents, submitted to the agency at the completion of the project.

Section 3 Form	Single Submission	Update as needed*	Submitted Monthly
Section 3 Business Self-Certification (if applicable)	x		
Section 3 meetings Attendance log	x		
Attendance list for Pre-Bid	x		
HUD Section 3 Questionnaire to be completed by all applicants for employment		x	x
Certification for Business Concerns Seeking Section 3 Demonstration of Capability		x	x
Outreach: Section 3 New Contracts		x	x
Section 3 Workers		x	x
Contract Log for "New" Construction Contracts		x	x
Contract Log for "New" Non - Construction Contracts		x	x

Contractor's Section Compliance Report			X
--	--	--	---

***Any changes should be captured no later than 7 days from the filing of a new applicant**

Description of Section 3 forms included in this contract are as follows:

- Section 3 Business Self-Certification (Required for quote)
 - Document should be completed by all potential GC regardless of section 3 business status. The agency will verify that all information is accurate upon receipt of documentation.
- Section 3 Meetings, Workshops, Training Sessions Attendance Log (Submit After Contractor Selection)
 - The Contractor shall provide evidence of attempting to obtain section 3 participation with evidence of advertisement, searching city and state section 3 listings/database, attending local section 3 meetings, workshops, job fairs, and training sessions (if available).
 - Staff attendance log should be provided with this document
- Attendance List for Pre-Bid Conference or Other Meeting Including Requirements of Section 3 (Submit After Contractor Selection)
 - GC should hold a pre – bid meeting with potential section 3 subcontractors. All section 3 participants are required to fill out this contact list when participating in the pre-bid meeting for this project.
 - If your firm is a section 3 business who will be self-performing, this form is not applicable.
- HUD Section 3 Questionnaire to be completed by all applicants for employment (Submit After Contractor Selection)
 - Document should be provided by the GC to be completed by potential subs who are interested in employment. Forms shall be updated as needed and submitted on a monthly basis.
- Certification for Business Concerns Seeking Section 3 Demonstration of Capability (Submit After Contractor Selection)
 - Document should be completed by the potential subcontractor(s) and the GC *MUST* verify that all information is accurate prior to submission to the agency. Document shall be updated as needed and submitted on a monthly basis.
 - This document should be accompanied with the following contact trackers which will be updated and submitted to the agency monthly:
 - Certified Section 3 Resident list (provided)
 - Certified Section 3 Businesses list (provided)
 - Community Partners Contact list (provided)
- Outreach: Section 3 New Contracts (Submit After Contractor Selection)
 - Document should be updated as needed and submitted on a monthly basis by the GC. Please follow the instructions contained within the document.
- Section 3 Workers (Submit After Contractor Selection)
 - Document should be updated as needed and submitted on a monthly basis by the GC. Please follow the instructions contained within the document.
- Contract Log for “New” Construction Contracts (Submit After Contractor Selection)

- Document should be updated as needed and submitted on a monthly basis by the GC. Please follow the instructions contained within the document.
- Contract Log for "New" Non - Construction Contracts (Submit After Contractor Selection)
 - Document should be updated as needed and submitted on a monthly basis by the GC. Please follow instructions contained within the document.
- Contractor's Section Compliance Report (Submit After Contractor Selection)
 - The GC should follow the instructions contained within the document. This document is to be updated and submitted on a monthly basis.

Section 3 Program Guidance Summary:

Special instructions to quoters regarding compliance with section 3 requirements to award jobs and contracts to section 3 residents and businesses.

As part of the new section 3 requirements identified in 24 CFR PART 75 affected date, as published in the Federal Register, is November 30, 2020. Beginning on this day everything you do should be recorded and tracked as part of this new rule.

Contractors will comply with guidelines intent of section 3 and will keep and submit records to the Greensboro Housing Authority. The goals of the GHA Section 3 Plan are:

A. Twenty-five percent (25%) of the aggregate number of **SECTION 3 WORKERS.**

1. Section 3 Labor Hours divided by Total Labor Hours > Twenty-Five (25%)

B. Five percent (5%) of the aggregate number of **TARGETED SECTION 3 WORKERS.**

1. Targeted Section 3 Labor Hours divided by Total Labor Hours > Five Percent (5%). The five (5%) under this item is to be included into the twenty-five (25%) above in items A.

Section 3 Workers (New Definition)

- A. Individual's income is below the low-income limit <80% AMI.
- B. Employed by low- income business concerns.
- C. YouthBuild participants
- D. Labor hours benchmark

Targeted Section 3 Worker (New Definition)

A worker employed by section 3 business concern for a worker who currently fits all when fit at least one of the following categories, as documented in the past five years:

- A. A resident of public housing, youth build, or section 8 assisted housing

- B. An income-eligible residents of public housing or section 8 assisted housing managed by the public housing authority that he is providing assistance
- C. A YouthBuild participant
- D. Five percent (5%) labor hours benchmark (included in 25% requirement)

Section 3 Business Concern (New Definition). BUILD

- A. At least 51% owned by low income persons
- B. Over 75% of the labor hours performed for the business are performed by low or very low-income persons.
- C. It is a business at least 25% owned and controlled by current public housing residents or residents who currently live in section 8 assisted housing

Section 3 Business Concern

- A. The status of a section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees
- B. Section 3 Business Concern employees are counted as Targeted Section 3 Workers

TO BE HIRED, SECTION 3 BUSINESS CONCERNS MUST MEET THE SPECIFICATIONS OF THE CONTRACT.

UNDER CONTRACT GHA WILL REQUIRE THEIR CONTRACTORS AND SUBCONTRACTORS TO MAKE THEIR BEST EFFORTS IN THE FOLLOWING ORDER OF PRIORITY.

CONTRACTORS MUST MAKE THEIR BEST EFFORTS TO AWARD CONTRACTS AND SUBCONTRACTS TO BUSINESS CONCERNS THAT PROVIDE ECONOMIC OPPORTUNITIES TO SECTION 3 WORKERS.

LABOR HOURS REPORTING:

- A. Contractor can count Section 3 Workers for 1 - 5 years from the date their status as a Section 3 Worker or Targeted Section 3 Worker is established for this project.
- B. Contractor should recognize labor hours as the number of paid hours worked by persons employed with under this contract.
- C. Should the contractor's reporting indicate that the contractor is not met the section 3 benchmark, the contractor will report in a form prescribed by the on the qualitative nature of it section 3 compliance activities.

LABORS HOURS GOAL FOR COMPLIANCE

- A. Contractor must certify will to following the prioritization of efforts.
- B. Contractor to meet or exceed Section 3 benchmarks.

HOW LONG CAN A CONTRACTOR COUNT A SECTION 3 WORKER HIRED

- **Low-income eligible section 3 worker - first year reported**

YEAR 2

- **Still working - does not have to be a low-income - second year reported.**

YEAR 3

- **Still working-does not have to be low-income - third-year reported.**

YEAR 4

- **Still working-does not have to be low-income - fourth-year reported.**

YEAR 5

- **Still working-does not have to be low-income - fifth-year and Final year reported.**

LABOR HOURS GOAL FOR COMPLIANCE:

BENCHMARK #1

- A. **Section 3 Labor Hours divided by Total Labor Hours > Twenty-Five (25%)**

BENCHMARK #2

- B. **Targeted Section 3 Labor Hours divided by Total Labor Hours > Five Percent (5%)**

GOOD FAITH ASSESSMENT

- **Contractor shall supply outreach efforts to generate job applications that will fulfill top targeted Section 3 Workers.**

- Contractor shall provide efforts any direct on-the-job training (including apprenticeship)
- Contractor shall report any indirect training such as arranging, contracting, or paying tuition for, all site training technical assistance to help Section 3 Workers.
- Contractor shall report outreach efforts to identify and secure Section 3 Business Concerns.

QUALITATIVE REPORTING BENCHMARKS – IF GOALS ARE NOT OBTAINED

- Contractor shall engage in our reach efforts to generate job applicants that will substantiate Targeted Section 3 Workers.
- Contractor shall provide training or apprenticeship opportunities.
- Contractor shall provide technical assistance to help Section 3 Workers within this project. Such as but not limited to:
 1. Drafting resume assistance, preparing for interviews, assist in finding job opportunities to connect residents to job placement services.
 2. Coaching.
- Contractor shall provide or referred Section 3 Workers to services supporting work readiness and retention through assisting with transportation and any testing fees certification.
- Contractor provided technical assistance to help Section 3 Business concerns understand and bid on contracts.
- Contractor shall make every effort to divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Contractor should assist in helping to provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns.
- Promoted the use of federal, state, and local business registries designed to create opportunities for disadvantaged and small businesses concerns.
- Contractor shall promote and engage referrals with subcontractor and other vendors with the state one-stop system as defined in section 121(e)(2) of the Workforce Innovation and Opportunity Act.

REPORT KEEPING REQUIREMENTS FOR A SECTION 3 WORKER AND TARGETED SECTION 3 WORKER

- Contractor shall provide a record of worker's self-certification that their income is below the income limits from the prior calendar year.
- Contractor shall provide a record of worker's self-certification of anticipation in a such as Public Housing or Section 8 Assisted Housing.
- Contractor shall obtain certification from a PHA, or an owner or property management of project-based section 8 assisted housing, or the administrator of the tenant base section 8 assisted housing that a potential worker is a participant in one of their programs.
- Contractor shall certify that the workers income is below the income limits when based on and employer's calculation of what the worker's wage would translate to if annualized on a full-time basis.
- The general contractor shall certify that an employer's certification that a worker is employed by a Section 3 Business Concern is authentic.
- Contractor shall provide a record of worker's certification that the worker is a YouthBuild Participant.

RECORDS MAINTENANCE

- Contractor shall maintain documentation for the time period required for record pretensions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.
- A contractor may report on section 3 workers for five years from when they are certification as a section 3 worker or targeted section 3 worker is established to be authentic.

REPORTING – MAJOR CONSTRUCTION PROJECT ADMINISTRATIVE BURDENS

- Contractor shall report on a quarterly basis.
- HUD believes the rule would not impose additional administrative and/or compliance costs for contractors.
- Administrative and compliance costs associated with section 3 requirements should be properly so as in the contractors being for a project and are already required for forming compliance with the existing section 3 required.

ENFORCEMENT

- **To avoid potential fraud, program offices will continue to monitor compliance with section 3 requirements through the following means:**
 - 1. Evaluations of qualitative and/or quantitative reporting.**
 - 2. Complaint reviews**
 - 3. Program audits**

Section 3 Outreach:

- **Section 3 Opportunities provided by GHA have been attached.**
- **Additional section 3 opportunities can be found on the City of Greensboro and State of NC websites.**

Section 3 Business Concern Certification for Contracting (Sample Form)

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation Partnership Sole Proprietorship Joint Venture

Select from *ONE* of the following three options below that applies:

- At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

(frontside)



Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

YES NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

(backside)



The City of (insert locality here)

Or

the (insert name here) Housing Authority

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits for City of (insert locality here)
FY 20 (insert year here)**

Income Limits Category	FY 20 (enter year here) Income Limits
Extremely Low Income Limits (30%)	
Very Low Income Limits (50%)	
Low Income Limits (80%)	

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.



**3.1 GENERAL CONDITIONS OF THE CONTRACT FOR
CONSTRUCTION, HUD-5370**

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6		Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [12] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

- (b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 250 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
 - (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

3.2 Form of Contract

3.2 FORM OF CONTRACT

GHA CONTRACT # _____

THIS AGREEMENT made this ____ day of _____ the year ____ by and between Greensboro Housing Authority and _____

() A corporation organized and existing under the laws of the State of _____,

() A partnership consisting of _____,

() An individual trading as _____

hereinafter called the Contractor and the Greensboro Housing Authority (GHA), Greensboro, NC.

WITNESSED, that the Contractor and the Greensboro Housing Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor and materials, equipment and services and perform and complete all work required to **install** _____, Greensboro, NC, in strict accordance with the Specifications dated _____, addenda and drawings referred to herein, all as prepared by the Greensboro Housing Authority, 450 North Church Street, Greensboro, North Carolina, 27420, which said Specifications, addenda and drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2. THE CONTRACT PRICE

The Greensboro Housing Authority shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions as provided in the Specifications the sum of \$_____ for work to be performed in a period of _____ calendar days from the issuance of a Notice to Proceed.

All payments under this contract shall be made at the Central Office of the Greensboro Housing Authority.

ARTICLE 3. CONTRACT DOCUMENTS

The contract shall consist of the following component parts:

- | | |
|-----------------------------|---------------------------------|
| a. This Instrument | e. Drawings (if applicable) |
| b. General Conditions | f. Certificate of Insurance |
| c. Special Conditions | g. Performance and Payment Bond |
| d. Technical Specifications | h. Davis Bacon Wage Decision |

This instrument, together with the other documents enumerated in this Article 3. which said other documents are as fully a part of the contract as if hereto attached or herein repeated, form the contract. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the contract which each modifies.

This contract will not be valid if GHA has not received items f and g (if applicable) of this article as stated in the Specifications.

ARTICLE 4. GENERAL

- A. No member, officer, or employee of the Authority, or his/her partner, employee, or immediate family member, during his/here tenure, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- B. No amendment to this agreement shall be binding unless made in writing and duly executed by the parties hereto.
- C. Prior to beginning work, a Notice to Proceed shall be executed by GHA and signed by the contractor.
- D. Except to the extent that any injury or damage is due solely and directly to the Greensboro Housing Authority's (GHA) negligence, Contractor agrees to indemnify and hold harmless GHA and its officers, employees and agents against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or performance thereof (herein after referred to as claim or claims). The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claim or claims, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim or claims is groundless, false or fraudulent.

To the extent that Contractor's agents, employees or subcontractors enter upon the premises of GHA, Contractor shall take all necessary precautions to prevent injury or death to any persons or damage to property arising out of acts or omissions of such agents, employees or subcontractors and except to the extent that any such injury or damage is due solely and directly to GHA's negligence, shall indemnify and hold GHA, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits or any liability whatsoever, including attorney's fees, arising out of any act or omission of Contractor, its agents, employees, or subcontractors. Contractor shall maintain and require its subcontractors to maintain (a) public liability and property damage insurance (including contractual liability), both general and vehicle, in amounts in Owner's judgment sufficient to cover obligations set forth above; (b) workers' compensation and employer's liability insurance covering all employees engaged in the performance of this contract. Contractor shall furnish, upon Owner's request, certificates evidencing such insurance.

It shall be the contractor's responsibility to visit the site of the work to obtain whatever dimensions, data, etc. relative to existing site conditions necessary to prepare his bid. Owner takes no responsibility for data not included in the specifications but is available at the site.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three (3) original counterparts the day and year first above written.

CONTRACTOR

ATTEST:

_____ By: _____
Date: _____
Title: _____

GREENSBORO HOUSING AUTHORITY

ATTEST:

_____ By: _____
Date: _____
Title: President and Chief Executive Officer
450 North Church Street
Greensboro, NC 27420

3.3 SUPPLEMENTARY CONDITIONS

1. The General Conditions, Form HUD-5370 of the Contract for Construction are supplemented as follows:

Paragraph 1: Definitions

Sub Paragraph b: Any reference to "PHA" or "Public Housing Agency" in General Conditions shall mean Greensboro Housing Authority.

Sub Paragraph c: The Greensboro Housing Authority has appointed James M. Cox as Contracting Officer for this Agreement.

Sub Paragraph g: The location of the work is as described in Section 1.1 and Section 1.2.

Paragraph 3: Architects Duties and Responsibilities of this section.

The Greensboro Housing Authority's representative has assumed the responsibilities of this section, if such a representative is associated with this project.

Paragraph 29. Changes Form HUD-5370 as follows:

Change Orders shall be written and submitted in a manner to indicate time, materials, profit, overhead and commissions. All materials and equipment shall be listed as cost per a unit in a detailed order. See Paragraph 29, sub paragraph a thru j.

Paragraph 32: Termination for Default - Damages for Time Extensions

Paragraph 32 is supplemented as follows:

b.2 The Contractor agrees to complete the initial work, as outlined in the Specifications within the number of work days as submitted on the bid form and required in the specifications. The total number of work days as submitted will be inclusive of all estimated average rain days and cold weather days for the period of time which work activities could not be performed. The start date and completion date will be as agreed upon for the referenced project and indicated in the Notice to Proceed.

Paragraph 33: Liquidated Damages

A. It being very difficult to accurately assess in advance the damages which will be suffered by the Owner if the Contractor fails to complete the work in the stipulated time, it is agreed that the Contractor shall pay the Owner as liquidated damages for each and every calendar day which the work is not completed following the agreed upon completion date.

Paragraph 36, sub-paragraph A.2: Insert \$1,000,000 in the space provided.

Paragraph 36, sub-paragraph A.3: Insert \$1,000,000 in the space provided.

Paragraph 36.2:

Builders' Risk Insurance will be required on all bids over \$100,000. This insurance must be submitted with the payment and performance bond. The contractor shall purchase and maintain property insurance during the life of this contract, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, the Subcontractors and Sub-Subcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto; the Contractor shall affect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

Automobile Liability on owned and non-owned vehicles must provide a minimum of \$1,000,000 Combined Single Limit Coverage per each accident.

Commercial General Liability insurance required shall be \$1,000,000 per occurrence. As evidence that the required insurance is in force and will remain in force during the term of the contract, the Greensboro Housing Authority will require a Certificate of Insurance from the Contractor's insurance agent. Such Certificate must contain a clause that the Greensboro Housing Authority must be notified, in writing, thirty days in advance of any cancellation, non-renewal or reduction in the amount of coverage.

Paragraph 37: Subcontractors

The individual, Company, or Corporation who has agreed and has entered into this agreement with the Contractor to perform work outlined in the Specifications to this Contract is hereinafter referred to as a Subcontractor. The Contractor will submit a list of all prospective Subcontractors for consideration and approval by the Owner. **The Contractor will submit a completed Statement of Sub-Contractor's Experience form (Section 2.7) for each subcontractor prior to commencement of work for review, consideration and approval by the Owner.** The Contractor will submit all information requested by the Owner to enable the Owner to make a fair evaluation of the subcontractor. The Subcontractor is not a party to the Agreement between the Contractor and the Owner. The Contractor is responsible for the performance or the nonperformance of the Subcontractor.

Payrolls: The Contractor will submit his/her weekly payrolls. These payrolls on **form WH347** must be submitted weekly for payment and will include the payrolls from any subcontractors.

Employee Interviews: Employee interviews must be sufficient to establish the degree of compliance and to indicate the nature and extent of violations, if any. They must also be representative of all classifications of employees on the project. Every effort should be made, within existing staffing levels, to interview up to 10% of the workers in all trades on long term projects (more than six months). A representative sample of all trades on short term projects should be interviewed. Employees shall be encouraged to produce pay stubs or pay envelopes which document the wages received. **The employee shall be informed that the information given is confidential, and his/her identity will be disclosed to the employer only with the employee's written permission, and that he/she is being interviewed by an**

employee of the Public Housing Agency, Indian Housing Authority, Local or State Housing and Community Development Agency, or Coinsuring lender, or HUD on a project assisted by the U. S. Department of Housing and Urban Development. Disclosure of employee statements are governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.

The Contractor must complete and submit all required closing documents prior to final payment of the contract by GHA. See Section 7.1 for a list of required documents.

A bid bond will be required.

2. Communications:

All notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor states on the signature page of the Contract or at such other office as he/she may from time to time designate in writing to the Housing Authority.

All papers required to be delivered to the Housing Authority shall, unless otherwise specified in writing to the Contractor, be delivered to **Tony Humphrey, Housing Authority of the City of Greensboro, Greensboro, NC 27401** and any notice to or demand upon the Housing Authority shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Tony Humphrey at such address, or to such other representatives of the Housing Authority or to such other address as the Housing Authority may be subsequently specified in writing to the Contractor for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery, or, in the case of telegram, at the time of actual receipt.

3. Communications Facilitating Contract Administration:

All notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Engineer. Communications by and with the Engineer's consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

The Engineer will interpret and decide matters concerning performance under the requirements of the Contract Documents on written request of with Owner or Contractor. The Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this paragraph, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until 15 days after written request is made.

Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contact Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both

Owner and Contractor, will not show partiality to either and will not be liable for the results of interpretations or decisions rendered in good faith.

The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4. Work Responsibility at Performance:

The Contractor hereby agrees to hold harmless, indemnify and defend the Owner and his/her agents, Engineers, and employees while acting within the scope of their duties from and against all liability, claims, damages, and cost of defense arising out of the Contractor's performance of the Work, excluding negligence of the Owner and his/her agents Architects, Engineers, and employees. The Contractor also agrees to require each subcontractor to comply with provisions of this clause for the Project and further agree to ensure that this clause is in compliance with applicable Contract Insurance provisions.

The Contractor warrants that all materials and equipment furnished for the Work will be new, that replacements for same, unless otherwise specified, shall be readily available, and that all Work will be of good quality and in compliance with the Contract Documents. This warranty shall be in addition to, and not in limitation of, other warranties and remedies required by law and by the Contract Documents. Factory rejected materials shall not be used on this project.

The Contractor shall cause all Work to be performed in compliance with applicable laws, codes, ordinances, restrictions, requirements, and HUD Minimum Property Standards.

The purpose of the Drawings and Project Manual is to provide improvements which, for the intended usage, are complete, decent, safe, sanitary and functional in all respects, and free from defects. All labor materials, equipment, and other items necessary to provide such improvements are deemed implied and required for the Work.

Where not indicated otherwise by the Contract Documents, store, handle, install, clean, and adjust all products used in the Work in accordance with the manufacturer's recommendations for each job condition.

5. Drawings and Project Manual:

Where referenced is made within technical specifications or on the Drawing to specific products, procedures or techniques, the Contractor shall use such listed item(s), except where equivalent items are indicated acceptable and where other items have received the Architect's prior approval.

6. Options and Changes:

Where, on the Drawings or in the Project Manual, acceptability of optional materials or methods is indicated, it is the privilege of a Contractor or subcontractor to utilize those best suited to the performance of his/her work. However, these options must be uniform throughout the Work.

In exercising noted options, the Contractor assumes the same responsibility for his elections, and those of his subcontractors as he/she otherwise assumes under the Contract for materials and methods

without options. This responsibility includes, but is not limited to, securing timely deliveries, passing required tests, the adequacy of materials and methods for the intended purpose, the proper joining of work in an acceptable manner, and the coordination of selected options with other work items, all at no change in the Contract time or price. Once permissible options are selected and the Engineer notified, they become parts of the Contract and must be used throughout the Work, subject to change only by written order of the Housing Authority and the Engineer in the manner provided in the General Conditions for "Changes in the Work."

Authorized changes made at the Contractor's request will be at no change in Contract time or price, except as specifically approved by the Housing Authority in writing, and shall be the Contractor's responsibility to fully coordinate with other Work items and space requirements and other contractors. In the event that a requested change requires changes or price increases in another contractor's work these changes are the responsibility of the prime contractor requesting the change unless otherwise agreed to in writing.

7. Progress and Completion:

Time limits stated in the Contract Documents are of essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice proceed given the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion or acceptance within the Contract Time.

Days requested for time extension due to weather must be days in excess of normal over 10 year + record period per www.weatherbase.com.

8. Cleaning Up:

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his/her operations. At the completion of the Work, he/she shall remove all his/her waste materials and rubbish from and about the Project as well as tools, construction equipment, machinery, and surplus materials. All waste materials shall be removed daily from the site unless stored in waste container approved by the Contracting Officer. Resident dumpsters shall be used for construction debris.

9. Owner's Right to Cleanup:

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

10. Forms for Contract Administration:

A pre-construction conference will be scheduled (attendance by Contractors shall be mandatory) at which time HUD forms for contract administrator will be furnished to the Contractors and reviewed with them by the Contracting Officer.

- AIA Form G702 – Application and Certificate for Payment
- AIA Form G703 – Continuation Sheet
- HUD Form 51000 – Schedule of Amounts of Contract Payment
- HUD Form 51002 – Schedule of Change Orders
- HUD Form 51003 – Schedule of Materials Stored
- HUD Form 51004 – Summary of Materials Stored
- HUD Form 5372 – Construction Schedule
- HUD Form WH-347 – Payroll
- HUD Form WH-348 – Statement of Compliance
- Certificate From Contractor Appointing Officer or Employee
to Supervise Payment of Employees
- Other Deduction Form
- Sample Daily Log

Documents to Submit with Final Pay Request:

- Certificate & Release (HUD Form) (3 copies)
- Contractor's and Subcontractor's Affidavit and Release (3 copies) (AIA Document G706A) (3 copies)
- Certification that all "Punch List" items have been completed and request for "Final Inspection"
- Signed Compliance Statements from inspectors as required (1 copy)
- Consent of Surety Company to Final Payment (AIA G707)
- Certificate of Substantial Completion (AIA G704) (3 copies)
- Certificate of Final Completion – (shall be basis for completion of Work, state of warranty period and potential Liquidated Damages)
- List of all Subcontractors and Material Suppliers including addresses and phone numbers
- Adjustment Unit Prices
- Section 3 Final Report (HUD Form 60002)
- MEB Final Reports
- As-Built Drawings
- All Final Payroll Reports
- List of Items turned over to Owner
- Daily Project Logs

11. Job Offices:

Upon completion of the Work, or as directed by the Local Authority, each prime Contractor shall remove from the site all such temporary structures and facilities placed thereon by him/her, same to become his/her property and leave the premises in the condition required by the Contract.

The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the Work. These shall be located so as to cause no interference to any work to be performed on the site. The Housing Authority shall approve such locations.

12. Project Signs:

Subject to approval of the Housing Authority or Architect and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

13. Superintendent:

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

14. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, or resulting from, performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangibly property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the Paragraph shall not be limited by benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

15. Mutual Responsibility:

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgement that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

16. Safety Precautions and Programs:

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Safety precautions must meet OSHA standards. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- a. Employees on the Work and other persons who may be affected thereby
- b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors
- c. Other property at the site or adjacent thereto; such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction

The Contractor shall protect site and buildings. Do not use profanity, drugs, or alcohol on site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain as required by existing conditions and performance of the Contract reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or

indirectly employed by either of them, or by anyone for show acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

In an emergency affecting safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be negotiated later with the Owner.

17. Governing Law:

The Contractor shall be governed by the law of the place where the Project is located.

18. Designer's Status:

The Designer shall provide general administration of the performance of construction contracts, including liaison and necessary observation of the work to ensure compliance with plans and specifications. He/she is the agent of the Owner only for the purpose of constructing this work and to the extent stipulated in the contract documents.

The Designer is the impartial interpreter of the contractor documents, and as such, he/she shall exercise his powers under the contract to enforce faithful performance by both the Owner and the Contractor, takes sides with neither.

19. Contractor's Responsibilities:

Contact Public Works Commission, Maintenance Supervisor, and other Utility Providers to locate utilities prior to excavations and digging. Failure to request proper utility to locate it's lines will place responsibility for repair of damaged lines on the Contractor.

20. Davis-Bacon Preemptive Rule:

In accordance with the final rule published in the Federal Register, Vol. 53, No. 154, August 10, 1988, any State determined prevailing wage rates that exceed the corresponding Federal rate is in applicable and shall not be enforced.

21. Insurance:

The Contractor shall have his/her insurance agent list the Owner and the Engineer as additional insured on the insurance certificate. Insurance certificates must contain a provision that "Coverages under the policies will not be cancelled, reduced or eliminated until at least thirty (30) days after receipt of written

notice, by certified mail, returned receipt requested, to the insured and the Owner.” Policies must meet minimum requirements outlined in specifications.

22. Cutting and Patching:

In all cases, cutting and patching shall be the responsibility of the trade contractor whose work requires the cutting and patching. All patching shall be performed by qualified mechanics experienced in the specialty involved, to the standards of the specifications.

23. Certificates:

The Contractor shall be responsible for any and all inspections needed to excerpt for the Owner’s staff and the Owner’s Engineer. The Contractor shall provide all required certificates.

24. Offsite Storage:

To be eligible for payment of materials stored off-site, the following conditions must be met:

- a. The Housing Authority and/or Engineer verifies stored materials before approving requisition requests.
- b. The warehouse is located in the City in close proximity to the Housing Authority.
- c. The Housing Authority and Engineer may inspect the contents at any time.
- d. All materials are physically separated in the warehouse from all other materials not associated with the project and can be readily identified.

25. Payment Schedule:

Stored Materials: The Engineer will recommend payment for stored materials that are property stored on-site or in an approved off-site warehouse. Contractor shall follow guidelines for stored materials. Materials will be inventoried by Engineer. Contractor’s invoice shall not be more than once monthly.

Unit Price Schedule: Contractor shall submit Unit Price Schedule with each Request for Payment.

Labor: Contractor may request payment on a monthly basis.

Contractor shall submit a copy of each Pay Requisition Form to the Bonding Company when he/she submits it to the Engineer. The Bonding Company has three days (from date Engineer receives Pay Request) to raise questions or voice objections to the processing of the Pay Request.

26. Subcontractor Payment:

The Subcontractor, as an absolute condition precedent to the Contractor’s obligation to pay any amount of monies to the Subcontractor, shall on a weekly basis, time being of the essence, submit four (4) properly and fully completed, accurate and executed originals of U.S. Department of Labor, Wage and Hour Division, Payroll WH-347 to the Contactor, for work actually performed to the time of such submittal.

27. Special Requirements

- a. The Contractor shall keep a daily project log to include temperature, weather, daily events and shall submit with closeout documents.
- b. The Contractor shall submit a bar type schedule prior to beginning work, reflecting proposed schedule and key target point and shall update monthly.

28. Plans and Specifications:

The Plans and Specifications are not intended to depict each and every detail. As the party in the field, the Contractor shall verify that all conditions are completed satisfactorily.

29. Groundcover:

All construction ruts shall be filled and seeded. Grade with existing grade; grass to match existing. Any grounds disturbed by construction shall be graded smooth, provide fill dirt as needed and seed.

30. Inspections:

Prior to beginning construction the General Contractor shall meet with the local Inspector to review any concerns that the Inspector may have regarding the project.

31. Site Security:

Contractor staging areas and construction area shall be fenced in. Provide temporary chain link fencing around the site during construction. Temporary fencing must be removed prior to final review and acceptance of Work. Contractor will be responsible for all losses due to theft or vandalism.

32. Protection of Existing Trees:

All trees within limits of construction and staging area noted to remain shall be protected by temporary tree protection fence per City requirements.

All tree protection devices must be installed prior to land disturbance, including the cutting of any trees. A penalty of \$500.00 per day for failure to install approved tree protection measures may apply.

Limit the amount of tilling and disturbance around the roots of existing trees.

33. Existing Utilities:

The Contractor shall consult with utility providers to determine any fees associated with removal of services, capping of lines, other expenses and include in bid. Contractor shall coordinate with utility providers for utility removal; include utility removal in overall construction schedule. Additional time will not be added to the contract for existing utility removal.

Contractor shall protect utilities within the project limits that are to remain in service during demolition activities within any given phase.

3.4 PERFORMANCE AND PAYMENT BONDS

1. Subsequent to the award and within ten calendar days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to GHA a contract in the form furnished in such number of counterparts as GHA may require.
 - a. The successful bidder shall, within the period specified above, provide and pay for Performance and Payment Bonds, each in a penal sum no less than 100% of the Contract price, and executed on the American Institute of Architects forms AIA Document A-312, "Performance Bond" and "Payment Bond".
 - b. Comply with Federal, State and local laws, codes and regulations in executing Performance and Payment Bond requirements. Completed Bonds must secure the faithful performance of the Contract and the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature where employed or used by the Contractor in performing the Work. Such bonds shall bear the same date as, or a date subsequent to, the date of the Contract, and shall state the rate of premium, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
2. The failure of the successful bidder to execute such contract and to supply the required bonds with the prescribed forms are presented for signature, or within such extended period as the Greensboro Housing Authority may grant based upon reasons determined adequate by GHA, shall constitute a default and GHA may either award the contract to the next responsive, responsible bidder or re-advertise for bid and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.
3. All sureties must be licensed to do business in the State of North Carolina and be listed on the U.S. Treasury Department Circular No. 570, published annually listing companies approved to act as surety on bonds securing Government Contracts. Said surety must be in accordance with maximum underwriting limits on each contract as specified in the above-mentioned Circular No. 570.
4. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.
5. In lieu of a payment and performance bond, the contractor may submit items #3 or #4 under Section 10 of the Instructions to Bidders, HUD-5369.

SPECIAL NOTE: A Performance and Payment Bond is required for all construction projects amounting to \$100,000.00 or more. Bond must be furnished to the Greensboro Housing Authority within (10) calendar days of the contract execution.

The AIA Document A312 is available through the American Institute of Architects. A sample of the document can be found on the following pages.



AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Init.

3.5 FEDERAL LABOR STANDARDS PROVISIONS, FORM HUD-4010

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

3.6 WAGE RATE DECISION AND NOTICE TO EMPLOYEES

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

James Cox
Greensboro Housing Authority
450 North Church Street
Greensboro, NC 27401

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

"General Decision Number: NC20230121 01/06/2023

Superseded General Decision Number: NC20220121

State: North Carolina

Construction Type: Residential

Counties: Guilford, Randolph and Rockingham Counties in North Carolina.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/06/2023

SUNC2016-030 02/22/2019

	Rates	Fringes
BRICKLAYER.....	\$ 18.62	0.00
CARPENTER.....	\$ 15.90 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.62 **	0.00
ELECTRICIAN.....	\$ 19.12	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 14.37 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.71 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.89	0.00
LABORER: Common or General.....	\$ 12.91 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.49 **	0.00
LABORER: Pipelayer.....	\$ 12.17 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.50	1.47
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.50	1.56

OPERATOR: Bulldozer.....	\$ 16.83	0.00
OPERATOR: Grader/Blade.....	\$ 15.83 **	0.00
OPERATOR: Loader.....	\$ 15.12 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.45	0.00
OPERATOR: Roller.....	\$ 13.55 **	0.00
PAINTER (Brush and Roller).....	\$ 13.70 **	0.00
PAINTER: Spray.....	\$ 15.06 **	0.00
PLUMBER.....	\$ 19.56	0.00
ROOFER.....	\$ 15.14 **	0.00
SHEET METAL WORKER.....	\$ 16.43	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.13 **	0.48
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 14.77 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISIO"

4.1 SPECIAL INSTRUCTIONS TO BIDDERS REGARDING COMPLIANCE WITH WBE/MBE POLICIES

MINORITY POLICY GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN HOUSING AUTHORITY CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128 (SB 308 ratified June 28, 1989) these guidelines establish goals for minority participation in single-prime and separate-prime construction contracts. The legislation provided that the Local Agency, GHA, shall have a verifiable percentage goal for participation by minority businesses in the total value of the work for each project for which a contract or contracts are awarded. These guidelines are published to accomplish that end.

A. INTENT

It is the intent of the guidelines that GHA, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the verifiable **goal of twenty percent (20%)** for participation by minority businesses in each construction project as mandated by SB 308. Nothing contained in the guidelines shall be considered to require awarding contracts or to make purchases of materials or equipment from minority business contracts who do not submit the lowest responsive bid or bids.

B. DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
 - e. Female.
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51 %) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons; **and**
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons who own it.
3. Owner - HOUSING AUTHORITY OF THE CITY OF GREENSBORO.
4. Bidder - any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
5. Contract - A mutually binding legal relationship, or any modification thereof, obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.

6. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the owner to perform construction work or repair.
7. Subcontractor - A firm under contract with the prime contractor for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract. Work subcontracted in an emergency and which could not have been anticipated is excluded as part of this program.
8. Verifiable goal means
 - a. For purposes of separate-prime contract system, that the awarding authority has adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; and
 - b. For purposes of single-prime contract system, that the awarding authority has adopted written guidelines specifying the actions that the prime contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; the required actions must be documented in writing by the contractor to the awarding authority.

C. RESPONSIBILITIES

1. Minority Business Development Agency of the Small Business Development Division, North Carolina Department of Economic & Community Development (hereafter referred to as **Minority Business Development Agency**) The Minority Business Development Agency will establish a program pursuant to which it shall certify to interested persons, businesses qualifying as Minority Business Enterprises (MBE). The information solicited from the applicant will be used by the Minority Business Development Agency to:
 - a. Determine MBE certification, i.e. that those certified are MBEs under GS 143-128 as a contractor and/or subcontractor
 - b. Identify those areas of work for which there are certified MBEs, as requested
 - c. Provide interested parties with a list of prospective certified MBE contractors and subcontractors
 - d. Assist in the determination of technical assistance in the certification program that needs to be provided.
 - e. In addition to being responsible for the certification of those small and emerging businesses that want to participate in the owner construction program, the Minority Business Development Agency will:
 - i. Maintain a current list of certified MBEs. The list shall include the areas of work in which each MBE is interested.
 - ii. From information furnished by the Owner, publicize the contracting and subcontracting opportunities available for each housing authority construction project being advertised.
 - iii. Work with the North Carolina Association of Minority Businesses and the Carolinas Branch AGC in developing and implementing a certification program intended to improve the ability of MBEs to compete in this program.
2. **Owner** - The owner will be responsible for the following:
 - a. For contracts in excess of \$500,000 in estimated cost, furnish to the Minority Business Development Agency of the Small Business Development Division, North Carolina Department of Economic and Community Development a minimum of twenty-one days prior to the bid opening the following:

- i. Project description and location;
 - ii. Locations where bidding documents may be reviewed;
 - iii. Name of a representative of the Owner who can be contacted during the advertising period to advise who the prospective bidders are;
 - iv. Date, time and location of the bid opening;
 - v. Date, time and location of the pre-bid conference, if scheduled.
- b. The twenty-one day advance time period may be reduced to ten days for contracts in the range of \$100,000 to \$500,000 in the estimated cost.
 - c. The pre-bid conference, if scheduled, conducted by the representative of the owner, will be open to subcontractors, material suppliers, and other bidders. During the conference, this program, including the bidders' responsibilities, will be fully explained.
 - d. Reviewing the apparent low bidder's compliance with the items listed in the proposal that must be complied with if the bid is to be considered as responsive. The owner reserves the right to reject any or all bids and to waive informalities.

Under the separate-prime system, the owner will also:

- a. Attend the scheduled conference
- b. Identify or determine those work areas of a contract where MBEs may have an interest in performing contract work.
- c. At least ten (10) days prior to the scheduled day of bid opening the owner will notify certified MBEs of potential contracting opportunities listed in the proposal. The notification will include the following:
 - i. A description of the work for which the bid is being solicited;
 - ii. The date, time and location of where bids are to be submitted;
 - iii. The name of the individual within the agency/institution who will be available to answer questions about the project
 - iv. Where bid documents may be reviewed;
 - v. Any special requirement that may exist, such as insurance, licenses, bonds, and financial arrangements.

If there are more than three (3) certified MBEs in the area of the project, the owner shall notify three (3), but may contact more, if the owner so desires. The owner will maintain documentation of any contracts, correspondence or conversation with MBE firms made in an attempt to meet the goals.

- 3. **Prime Contractor(s)** - Under the single-prime contract system and the separate prime contract system, the prime contractor(s) will:
 - a. Attend the scheduled pre-bid conference.
 - b. Identify or determine those work areas of a subcontract where MBEs may have an interest in performing subcontract work.
 - c. At least ten (10) days prior to the scheduled day of bid opening, notify certified MBEs of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - i. A description of the work for which the sub-bid is being solicited.
 - ii. The date, time and location where sub-bid are to be submitted.
 - iii. The name of the individual within the company who will be available to answer questions about the project.
 - iv. Where bid documents may be reviewed.

- v. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
 - d. If there are more than three (3) certified MBEs in the area of the project, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.
 - e. The Prime Contractor must document in writing what action was taken to accomplish the Housing Authority's established goal of 20% Participation by Minority Business in the award of building construction contracts. All bidders will submit with bid a letter to the Greensboro Housing Authority detailing any efforts it has made to involve minority subcontractors and minority suppliers in this project. This letter should include copies of any advertisements or correspondence the bidder has used to attract minority subcontractors and suppliers.
 - f. Submit with the bid:
 - i. A description of that portion of the work to be executed by MBEs expressed as a percentage of the total contract price.
 - ii. A list of those subcontractors notified of the project and the elements of the project for which subcontracts will be let and the number of these subcontractors that are minority businesses as defined in N.C. G.S. 143-128.
 - iii. A list of those subcontractors that bid or otherwise respond to notice of the project.
 - iv. A list of those subcontractors awarded contracts as part of the project.
 - g. The Owner recognizes the difficulty in compiling complete and accurate information at the Bid Opening due to normal bidding procedures. **AS A MINIMUM, THE BIDDERS SHALL IDENTIFY THREE (3) MINORITY SUBCONTRACTORS/MATERIAL SUPPLIERS THAT WERE CONTACTED PRIOR TO THE BID AND SHALL SUBMIT THE MBE CONTACT FORM OF THOSE THREE AT THE TIME OF THE BID.** Upon being named the apparent low bidder, the Bidder shall provide the necessary documentation as listed in the contract documents within 10 working days. Failure to comply with procedural requirements as defined in contract documents may render the bid as non-responsible and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
 - h. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, advise the owner.
 - i. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit sub-bids from MBEs.
 - j. During the course of the contract the successful bidder will be required to furnish the authority quarterly reports showing WBE/MBE involvement, including suppliers and subcontractors. The report must be filed by the 25th day of the last month of the quarter on the form provided in Section 7.9.
 - k. A final MBE report shall be submitted with closeout documents to reflect all requested information.
4. **MBE Responsibilities** - While MBEs are not required to become certified in order to participate in this program, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, MBEs

who are contacted by owners or bidders should respond promptly whether or not they wish to submit a bid.

D. DISPUTE PROCEDURES

It is the policy of GHA that disputes with another person that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, MBE disputes arising under these guidelines should be resolved, if possible, by informal proceedings arranged by the contracting officer or his designee.

- E. These guidelines should apply upon adoption by GHA. Copies of these guidelines may be obtained from the Contracting Officer at the following address:

HOUSING AUTHORITY OF THE CITY OF GREENSBORO
450 North Church Street
Greensboro, North Carolina 27104
Phone: (336)275-8501

- F. In addition to these guidelines, there will be issued with each construction bid package guideline provisions for contractual compliance providing MBE participation in the GHA construction program.

4.2 SPECIAL INSTRUCTIONS TO BIDDERS REGARDING COMPLIANCE WITH SECTION 3 REQUIREMENTS

SPECIAL INSTRUCTIONS TO BIDDERS REGARDING COMPLIANCE WITH SECTION 3 REQUIREMENTS TO AWARD JOBS AND CONTRACTS TO SECTION 3 RESIDENTS AND BUSINESSES

Contractors will comply with guidelines and intent of Section 3 and will keep and submit records to the Housing Authority. The goals of the GHA Section 3 Plan are:

- A. Thirty percent (30%) of the aggregate numbers of new hires during a one-year period constitute qualifying Section 3 residents.
- B. At least ten percent (10%) of the total dollar amount of all Section 3 Covered contracts *for building trades work for maintenance, repair, modernization, or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction* will go to Section 3 Business Concerns
- C. At least three percent (3%) of the total dollar amount of *all other Section 3 Covered Contracts* will go to Section 3 Business Concerns.

Section 3 does not require contractors to create training, employment and contracting opportunities for low and very low income persons solely for the sake of providing opportunity for low or very low income persons.

PROGRAM REQUIREMENTS

- A. Section 3 requires that where the program generates economic opportunities out of necessity to serve the employment or contracting needs of the contractor, these opportunities must be directed to Section 3 residents and Section 3 business concerns. To the greatest extent feasible, provide all employment opportunities to low and very low income persons.
- B. When there is need to employ additional personnel, Section 3 requires the contractor to facilitate the employment of low and very low income persons.
- C. Contractors must include in their close out documents and at the end of the quarter report, data showing the extent to which contractors and subcontractors trained/employed Section 3 residents and awarded contracts for work with Section 3 businesses.
- D. Contractors must maintain information on number of persons employed, names and addresses of employees, race/ethnic origin and position for which they were employed. Maintain records of solicitation for bids or proposals. Keep records of income of the employees/trainees.
- E. Definitions:
 1. A "Section 3 resident" is: (1) A public housing resident; or (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is: (i) A low-income person, defined as families (including single persons) whose incomes do not exceed 80 percent of the median income for the area; or (ii) A very low-income person, as this term is defined as families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area. (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.
 2. A "Section 3 Business Concern" means a business concern, as defined in this section— (1) That is 51 percent or more owned by section 3 residents; or (2) Whose permanent, full-time

employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 applies on all Contracts or Subcontracts.

QUALIFICATIONS

- A. Section 3 requirements apply to the aggregate number of new hires of contractors receiving Section 3 covered assistance and the aggregate number of new hires of their subcontractors.
- B. A Section 3 resident means public housing residents and other Low-income residents of Guilford County. Priorities for hiring Section 3 residents are as follows:
 - 1. Priority 1 -- Greensboro Housing Authority Residents of the community in which the work is taking place.
 - 2. Priority 2 -- Residents of other Greensboro Housing Authority communities.
 - 3. Priority 3 -- Youth build participants in Guilford County.
 - 4. Priority 4 -- Other lower-income or very-low income residents in Guilford County.

SECTION 3 CLAUSE:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR, Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR, Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

REQUIRED SUBMITTALS

- A. The contractor shall submit Section 3 documentation with close out documents. Failure to submit documentation will be sufficient cause for the Housing Authority to hold the contractor's retainage.
- B. During the course of the contract, the successful bidder will be required to furnish the Authority monthly and/or quarterly reports showing Section 3 business concern involvement, including subcontractors and the involvement of persons who reside in any Greensboro Housing Authority community or other Section 3 residents. The report must be filed by the 25th day of the last month of the quarter on the HUD-60002 form.
- C. Records will reflect:
 - 1. The number of jobs created for residents by contractors and subcontractors;
 - 2. The number of residents in GHA sponsored/funded job training programs and the number of residents hired in disciplines in which they were trained;
 - 3. The number of contracts and amounts of each contract awarded to Section 3 Business Concerns.

4.3 SECTION 3 INCOME VERIFICATION FORM FOR EMPLOYEES

In order to verify whether or not an employee meets the Section 3 income criteria, the contractor may use the following form to collect information for verification.

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5 (An example of evidence of eligibility for the preference is evidence of public housing residency, OR evidence that household income does not exceed the income guidelines, by family size, for low- or very-low income, as indicated elsewhere on this form).

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, (name) am a legal resident of _____
 _____ (name of city, county or state)

and qualify as a Section 3 resident because:

____ (1) I legally reside in the GHA public housing where the work I was hired for is being performed

____ (2) I legally reside in another GHA public housing community. Name of community:

____ (3) I am a participant in a HUD Youth Build program

____ (4) I am a low-income or very-low income resident of Guilford County

FY 2020 Income Limits for Guilford County, NC		
Persons in family	Low	Very-Low
1	\$37,050	\$23,150
2	\$42,350	\$26,450
3	\$47,650	\$29,750
4	\$52,900	\$33,050
5	\$57,150	\$35,700
6	\$61,400	\$38,350
7	\$65,600	\$41,000

My permanent address is: _____

I hereby certify that the information provided here is true and correct, and understand any falsification of any of the information provided here could subject me to disqualification from participation and punishment under the law.

 Authorized Name and Signature

 Date

4.4 HUD INCOME LIMITS



FY 2022 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](https://www.hud.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Greensboro-High Point, NC HUD Metro FMR Area	\$73,000	Very Low (50%) Income Limits (\$) Click for More Detail	25,550	29,200	32,850	36,500	39,450	42,350	45,300	48,250
		Extremely Low Income Limits (\$)* Click for More Detail	15,350	18,310	23,030	27,750	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	40,900	46,750	52,600	58,400	63,100	67,750	72,450	77,150

NOTE: HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Greensboro-High Point, NC HUD Metro FMR Area**.

The **Greensboro-High Point, NC HUD Metro FMR Area** contains the following areas: Guilford County, NC; and Randolph County, NC.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2022 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2022 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2021 Median Family Income and Income Limits for Greensboro-High Point, NC HUD Metro FMR Area](#)

Select another FY 2022 HMFA Income Limit area that is a part of the

Rockingham County, NC HUD Metro FMR Area ▾

[Select HMFA Income Limits Area](#)

Select any FY2022 HUD Metropolitan FMR Area's Income Limits:

Greensboro-High Point, NC HUD Metro FMR Area ▾

[Select HMFA Income Limits Area](#)

Or press below to start over and select a different state:

[Select a new state](#)

[Update URL For bookmarking or E-Mailing](#)

Prepared by the [Program Parameters and Research Division](#), HUD.

5.1 SUBMITTALS

A. GENERAL

1. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
2. Summary: This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:
 - Contractor's construction schedule
 - Submittal schedule
 - Shop drawings
 - Product data
 - Samples
3. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals, as referenced below. Such submittals include, but are not limited to:
 - Permits (see Scope of Work, Section 1.2) - Contractor must submit permit numbers prior to starting work.
 - Applications for payment (See Section 6.2)
 - Performance and payment bonds (See Section 3.4)
 - Insurance certificates (See Sections 2.1 and 3.3)
4. List of Subcontractors: The Contractor shall submit a list of subcontractors, as defined in the General Conditions, within 10 days after award of the contract.

B. SUBMITTAL PROCEDURES

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - b. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - c. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - d. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination. If an intermediate submittal is necessary, process the same as the initial submittal. Allow two weeks for reprocessing each submittal.

- e. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.
2. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block. Include the following information on the label for processing and recording action taken:
 - Project name
 - Date
 - Name and address of Architect/Engineer
 - Name and address of Contractor
 - Name and address of Subcontractor
 - Name and address of Supplier
 - Name of Manufacturer
 - Number and title of appropriate Specification Section
 - Drawing number and detail references, as appropriate

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

1. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractors certification that information complies with Contract Document requirements.
2. Transmittal Form: AIA Document G 810 is recommended at Contractors option.

A. **CONTRACTORS CONSTRUCTION SCHEDULE**

1. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractors Construction Schedule. Submit the schedule at or before the pre-construction conference. The contractor may choose to submit a revised schedule within five days after the work commences on the contract.
 - a. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the Schedule of Values.
 - b. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - c. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work.

- d. Coordinate the Contractors construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 - e. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architects procedures necessary for certification of Substantial Completion.
 - f. Contractor is to provide a Graphic Critical Path of the Project Schedule in addition to the Bar-Chart Schedule. Critical elements are to include power shutdowns, elevator service interruptions, inspections, fire alarm Service interruptions, crane dates, and Final Inspection.
 - g. Schedule is to be in accordance with the number of days allotted for the contract.
2. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, Subcontractors, and other parties required to comply with scheduled dates. Post copies in the project meeting room and temporary field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

B. SUBMITTAL SCHEDULE

1. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractors Construction Schedule.
 - a. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's Construction Schedule.
 - b. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction.
2. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, Subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.

C. SHOP DRAWINGS

1. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.
2. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - Dimensions
 - Identification of products and materials included
 - Compliance with specified standards
 - Notation of coordination requirements
 - Notation of dimensions established by field measurement.

- A. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8 ½" x 11" but no larger than 24" x 36".
- B. Initial Submittal: Submit one correctable translucent reproducible print and one blue-or black-line print for the Architect's review; the reproducible print will be returned.
- C. Final Submittal: Submit 4 blue- or black-line prints; submit 6 prints where required for maintenance manuals. Four prints will be retained; the remainder will be returned. One of the prints returned shall be marked-up and maintained as a "Record Document". Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

D. PRODUCT DATA

- 1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".
 - a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - Manufacturer's printed recommendations
 - Compliance with recognized trade association standards
 - Compliance with recognized testing agency standards
 - Application of testing agency labels and seals
 - Notation of dimensions verified by field measurement
 - Notation of coordination requirements
 - B. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - C. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 - D. Submittals: Submit four copies of each required submittal; submit six copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - E. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession. Do not permit use of unmarked copies of Product Data in connection with construction.

E. SAMPLES

- 1. Submit full-size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of

manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

- a. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Architect's Sample. Include the following:

- Generic description of the sample
- Sample source
- Product name or name of manufacturer
- Compliance with recognized standards
- Availability and delivery time

B. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

1. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
2. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.

C. Preliminary Submittals: Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

1. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.

D. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit two sets; one will be returned marked with the action taken.

E. Maintain sets of samples, as returned, at the Project site, for quality comparisons throughout the course of construction. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal. Sample sets may be used to obtain final acceptance of the construction associated with each set.

F. Distribution of Samples: Prepare and distribute additional sets of subcontractors, manufacturers, fabricators, suppliers, installer, and others as required for performance of the work. Show distribution on transmittal forms.

F. ARCHITECTS/ENGINEERS ACTION

1. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect/Engineer will review each submittal, mark to indicate action taken, and return promptly.
 - a. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Architect/Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - a. Final Unrestricted Release: Where submittals are marked "No Exception Taken", that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

- b. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted", that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
- c. Returned for Resubmittal: When submittal is marked "Amend and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark. Do not permit submittals marked "Amend and Resubmit" or "Rejected" to be used at the project site, or elsewhere where work is in progress.
- d. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

5.2 PRODUCT SUBSTITUTIONS

A. GENERAL

1. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
2. Summary
 - a. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
 - b. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section 5.1 "SUBMITTALS".
3. Definitions
 - a. Definitions used in this Section are not intended to change or modify the meaning of other terms used in the Contract Documents.
 - b. Substitutions: Materials listed by brand names, model numbers, etc., are used to convey a standard of quality and a basis for comparison of similar materials and equipment. This method of specifying is not intended to exclude manufacturers who do, in fact, produce truly comparable items which also fit the work as detailed.
 - c. Where the words "or approved equal" or "equal to" appear in these specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use and capable of performing the same functions as that named. Such items not named must be submitted to and approved by the Engineer in accordance with procedures outlined below. The Engineer's judgment shall be final as to the acceptability of a substitution.
 - d. Requests for change in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for substitutions. The following are not considered substitutions:
 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 2. Revisions to Contract Documents requested by the Owner or Engineer.
 3. Specified options of products and construction methods included in Contract Documents.
 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.
4. Submittals
 - a. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the work. Requests received more than 60 days after commencement of the work may be considered or rejected at the discretion of the Engineer.

- b. Submit three copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedure required for Change Order proposals.
- c. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information as appropriate:
 1. Product Data, Including Drawings and descriptions of products, fabrication and installation procedures.
 2. Samples, where applicable or requested.
 3. A detailed comparison as significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 4. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 5. Cost and time schedule information, including a proposal of the net change if any in the Contract Sum and construction time schedule. Provide backup documentation from suppliers justifying the difference in cost (or lack thereof).
 6. Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application Indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
- d. Engineer's Action: Within one week of receipt of the request for substitution, the Engineer will request additional Information or documentation necessary for evaluation of the request. Within two weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

B. PRODUCTS

1. Substitutions

- a. Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer, otherwise requests will be returned without action except to record noncompliance with these requirements.
- b. Extensive revisions to Contract documents are not required.
- c. Proposed changes are in keeping with the general intent of Contract Documents.
- d. The request is timely, fully documented and properly submitted.
- e. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method

- cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
- f. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 - g. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 - h. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 - i. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 - j. The specified product or method of construction cannot provide a warranty required by the contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
2. The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

5.3 TEMPORARY FACILITIES

A. GENERAL

1. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
2. Summary: This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security, and protection; as required to complete the project.
 - a. Temporary Utilities required include, but are not limited to:
 - Water service and distribution
 - Temporary electric power and light
 - Telephone service
 - b. Temporary construction and support facilities required include, but are not limited to:
 - Field offices and storage sheds
 - Sanitary facilities, including drinking water
 - Dewatering facilities and drains
 - Temporary enclosures
 - Temporary project identifications signs and bulletin boards
 - Waste disposal services
 - Rodent and pest control
 - Construction aids and miscellaneous services and facilities
 - c. Security and protection facilities required include, but are not limited to:
 - Temporary fire protection
 - Barricades, warning signs, lights
 - Environmental protection

B. SUBMITALS

1. See Section 5.1 for information on Submittals.

C. QUALITY ASSURANCE

1. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - Building Code requirements
 - Health and safety regulations
 - Utility company regulations
 - Police, Fire Department and Rescue Squad rules
 - Environmental protection regulations
2. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
 - a. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by ACG and ASC, for industry recommendations.
 - b. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

3. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

D. PROJECT CONDITIONS

1. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
2. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

E. PRODUCTS

1. Materials

- a. General: Provide new materials. If acceptable to the Engineer, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- b. For job-built temporary offices, shops and sheds within the construction area, provide UL labeled fire treated lumber and plywood for framing, sheathing and siding. For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, or sizes and thickness indicated. For fences and vision barriers, provide exterior type, minimum 3/8" thick plywood. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8" thick exterior plywood.
- c. Paint: Comply with requirements of DIVISION 9 Section "Finish Painting". For job-built temporary offices, shops, sheds, fences and other exposed lumber and plywood, provide exterior grade acrylic-latex emulsion over exterior primer. For sign panels and applying graphics, provide exterior grade alkyd gloss enamel over exterior primer. For interior walls of temporary offices, provide two coats interior latex flat wall paint.
- d. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flamespread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- e. Water: Provide potable water approved by local health authorities.
- f. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with 3 galvanized barbed wire top strands, galvanized steel pipe posts, and angled barbed wire arms, 1-1/2" I.D. for line posts and 2-1/2" I.D. for corner posts.

2. Equipment

- a. General: Provide new equipment. If acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use Intended.
- b. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
- c. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.

- d. Electrical Power Cords: Provide grounded extension cords. Use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- e. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- f. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- g. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- h. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.
- i. First Aid Supplies: Comply with governing regulations.
- j. Fire Extinguishers; Provide hand-carried, portable UL-rated Class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable UL rated, Class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

F. INSTALLATION

1. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.
2. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

G. TEMPORARY UTILITY INSTALLATION

1. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment, comply with the company's recommendations.
 - a. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
 - b. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - c. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 - d. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.

2. Water Service: Connect to existing water service and provide temporary distribution piping of sizes and pressures adequate and required for construction throughout the construction period. Sterilize temporary water piping prior to use.
3. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.
 - a. The Contractor, at his option, may provide the above specified temporary electrical service by connection to existing electrical service at the site. The Contractor will be responsible for all electrical power metered at existing meters throughout the construction period.
 - b. Except where overhead service must be used, install electric power service underground.
 - c. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
4. Temporary lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
 - a. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.
5. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants. At each telephone, post a list of important telephone numbers.

H. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLED

1. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
 - a. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
2. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
3. Field Offices: Provide insulated, weather-tight temporary offices of sufficient size to accommodate required office personnel at the project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
 - a. Furnish with a desk and chairs, file cabinet, plan table and plan rack.
4. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.
5. Temporary Paving: Maintain existing roads and paving to adequately support the indicated loading and to withstand exposure to traffic during the construction period.

- a. Maintain existing roads and paving and, at the end of the construction period, repair all roads and paving to match conditions at the start of construction.
6. Sanitary Facilities include temporary toilets, wash facilities, and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the project's needs.
 - a. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
 - b. Use of the owner's existing toilet facilities will not be permitted.
 - c. Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
 - d. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
7. Drinking Water Fixtures: Provide drinking water fountains or containerized tap-dispenser bottled-water type drinking water units, including paper supply.
8. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable DIVISION 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.
9. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
 - a. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - b. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood framed construction.
10. Protect Identifications and Temporary Signs: Prepare project identification and other signs of the size indicated, install signs where indicated to inform the public and persons seeking entrance to the project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
 - a. Protect Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
 - b. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
11. Temporary Exterior Lighting: Install exterior yard and sign lights so that signs are visible when work is being performed.
12. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 degrees F (27

degrees C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

13. Rodent and Pest Control: Retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. Employ this service to perform extermination and control procedures at regular intervals so the project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.
14. Until permanent stairs are available or made unavailable by construction activities, provide temporary stairs to maintain access to all units. Cover existing permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

I. SECURITY AND PROTECTION FACILITIES INSTALLATION

1. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by Architect.
2. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers", and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
 - a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 - b. Store combustible materials in containers in fire-safe locations.
 - c. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 - d. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire Ignition.
3. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
4. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
5. Environmental protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

J. OPERATION, TERMINATION, AND REMOVAL

1. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
2. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

- a. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour a day basis where required to achieve indicated results and to avoid possibility of damage.
3. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or not later than Substantial Completion. Complete, or if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - a. Materials and facilities that constitute temporary facilities are property of the Contractor. The owner reserves the right to take possession of project identification signs.
4. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
 - a. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to: Replace significant worn parts and parts that have been subject to unusual operating conditions.

5.4 CONSTRUCTION PROGRESS SCHEDULE, FORM HUD-5372

This HUD form is available for download from HUD at this address:

<http://portal.hud.gov/hudportal/documents/huddoc?id=5372.pdf>

The contractor should submit HUD-5372 as an estimate of the anticipated payment schedule before the pre-construction conference. The contractor should submit an updated HUD-5372 with each pay request.

(See sample form on the following page)

Construction Progress Schedule

U.S. Department of Housing and Urban Development OMB Approval No. 2577-0157 (Exp. 01/31/2014)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

2. City		3. State	5. Project Name			
4. Location			6. Project Number			
7. Contract For			8. Contract Time (Days)			
9. From (mm/dd/yyyy)		To (mm/dd/yyyy)	10. Contract Price \$			
11. Number of Buildings		12. Number of Dwelling Units		13. Number of Rooms		
Submit as many pages as necessary to cover the construction period.)	Year (yyyy)					
	Month					
	Actual Monthly Work in Place Value (\$)					
	Actual Accumulated Progress (b)					
	Anticipated Monthly Value (\$)					
	Accumulated Scheduled Progress (b)					
Submitted by	Contractor's Name					
	Title			Signature		Date (mm/dd/yyyy)
Approved by	PHA/IHA					
	Title					Date (mm/dd/yyyy)
Approved by	Architect					Date (mm/dd/yyyy)

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress - %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place - \$" and "Actual Accumulated Progress - %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Time	% of Contract Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

5.5 SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS, FORM HUD-51000

This HUD form is available for download from HUD at this address:

<http://portal.hud.gov/hudportal/documents/huddoc?id=51000.pdf>

The contractor should submit HUD-51000 as an estimate of the anticipated payment schedule before the pre-construction conference. The contractors should submit an updated HUD-51000 with each pay request.

(See sample form on the following page)

Schedule of Amounts for Contract Payments

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 01/31/2014)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract		Contract Number
Approved for Contractor by	Title	Date (mm/dd/yyyy)
Approved for Architect by	Title	Date (mm/dd/yyyy)
Approved for Owner by	Title	Date (mm/dd/yyyy)

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	S
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To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3502)

Signature of authorized representative

Date signed (mm/dd/yyyy)

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

- d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The 'Schedule of Amounts for Contract Payments' shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		Site Improvements
2	General Conditions ¹	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		Equipment
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List ²
		42	(Other)		Lawns & Planting
		43	(Other)		

¹ General Conditions should be 3% to 5% of contract amount.

² Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

5.6 W-9 TAXPAYERS CERTIFICATION FORM

The W-9 form can be downloaded from the IRS at this address:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Each new contractor should submit a W-9 form to GHA prior to contract execution.

(See sample form on the following page)

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.) _____
 City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
 [][] - [][] - [][][][]

Employer identification number
 [][] - [][][][][]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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 on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 516, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, the student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give this requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above for reportable interest and dividend accounts opened after 1983 only.

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(e)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(g)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN or EIN, if the owner has one. Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of names and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1069 Filing Method 1 (see Regulation section 1.671-4(b)(2)(ii)(A))	The grantor
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
9. Corporation or LLC electing corporate status on Form 8932 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(ii)(B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the "Business name (disregarded entity)" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not disregarded in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

6.1 CHECKLIST OF DOCUMENTS TO SUBMIT WITH PAY APPLICATIONS

The contractor should be sure to include the following documentation with each pay request submitted :

1. Updated Construction Progress Schedule, form HUD-5372 (see Section 5.4)
2. Schedule of Amounts for Contract Payments, form HUD-51000 (see Section 5.5)
3. AIA form G702 "Application and Certificate for Payment" and AIA G703 "Continuation Sheet" in lieu of HUD-51001
4. Schedule of Change Orders, form HUD-51002 (if applicable)
5. Schedule of Materials Stored, form HUD-51003 (if applicable)
6. Summary of Materials Stored, form HUD-51004 (if applicable)
7. Updated Section 3 Report on form HUD-60002 (see Section 7.2)
 - a. If the Contractor is not meeting their Section 3 goals, then they may be required to submit a narrative describing the Contractor's efforts taken to meet their Section 3 goal
8. Payrolls, form WH-347
 - a. These are required for the Contractor and all Subcontractors for the period of work covered by the pay request.
 - b. Payrolls should be submitted to GHA on a weekly basis.
 - c. Pay requests may not be processed if payrolls are missing or incomplete for the period of payment.
 - d. If no work was done by a sub or the contractor, a payroll form marked "NO WORK" should be submitted for any weeks of no work that occur between periods of work.

Payment procedures are explained in Section 1.3.

6.2 PERIODICAL PAY ESTIMATE FORMS

The following forms for requesting periodic payment may be downloaded from HUD & AIA at the following addresses:

Periodic Estimate for Partial Payment, form AIA G702

<https://www.aiacontracts.org/contract-doc-pages/27516-contract-administration-and-project-management-forms>

Schedule of Change Orders, form HUD-51002 (if applicable)

<http://portal.hud.gov/hudportal/documents/huddoc?id=51002.pdf>

Schedule of Materials Stored, form HUD-51003 (if applicable)

<http://portal.hud.gov/hudportal/documents/huddoc?id=51003.pdf>

Summary of Materials Stored, form HUD-51004 (if applicable)

<http://portal.hud.gov/hudportal/documents/huddoc?id=51004.pdf>



AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: _____ PROJECT: _____

APPLICATION NO: _____

PERIOD TO: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

PROJECT NOS: _____ / _____

FROM CONTRACTOR: _____

VIA ARCHITECT: _____

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703[®], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ _____

2. NET CHANGE BY CHANGE ORDERS \$ _____

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:

a. _____ % of Completed Work

(Column D + E on G703) \$ _____

b. _____ % of Stored Material

(Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6) \$ _____

CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner \$ _____

Total approved this month \$ _____

TOTAL \$ _____

NET CHANGES by Change Order \$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA® Document G703® – 1992

Continuation Sheet

AIA Document G703™, Application and Certificate for Payment, or G733™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>						
GRAND TOTAL									

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Schedule of Change Orders

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 01/31/2014)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
-------------------------------	---	--

Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
-----------------------------------	-------------------

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete form HUD-51002 (3/92)

Schedule of Materials Stored

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 01/31/2014)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAS are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Name and Location of Project		Project Number	
Name of General Contractor		Contract Number	
Name of Subcontractor		Subcontract Number	

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
Amount Carried Forward					\$

Total Amount or Amount Carried Forward \$
 Prepared by (Contractor's Representative) Date (mm/dd/yyyy) Checked by (Owner's Representative) Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729.)
 * As identified in Schedule of Amounts for Contract Payments, form HUD-51000. form HUD-51003 (3/92)
 Previous editions are obsolete. ref. Handbooks 7417.1 & 7450.1

Summary of Materials Stored

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 01/31/2014)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. This information is collected under the authority of Section 8(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Location of Project			Project Number
Name of General Contractor			Contract Number
Name of General Contractor or Subcontractor			Amounts
General Contractor			\$
Subcontractors			\$
			Total \$
			Less 10% \$
			Net \$

Prepared by _____ Date (mm/dd/yyyy) _____ Checked by _____ Date (mm/dd/yyyy) _____

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner _____ By (Authorized Representative) _____ Title _____ Date (mm/dd/yyyy) _____

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Previous editions are obsolete

form HUD-51004 (3/82)
ref. Handbooks 7417.1 & 7450.1

7.1 CHECKLIST OF DOCUMENTS REQUIRED AT CLOSE OUT & CLOSE OUT PROCEDURES

The contractor should be sure to submit the following documentation at project close out:

1. Certification of Completion and Final Acceptance
2. Consent of Surety of Company to Final Payment, AIA form G707
3. Contractor's Affidavit of Payment of Debts and Claims, AIA form G706
4. Contractor's Affidavit of Release of Liens, AIA form G706A
5. Certificate of Substantial Completion, AIA form G704
6. Final Section 3 Summary Report, form HUD-60002
7. GHA Green Report
8. Quarterly WMBE and Section 3 Involvement Report
9. Final Payroll, form WH-347 (see Section 6.3)
10. Final Pay request, HUD form 51001, with all supporting forms as listed in Section 6.1
11. All Required Owner's Manuals and product information
12. As-Built Drawings
13. Warranty Information
14. Verification that all applicable inspections have been passed
15. Certificates of Occupancy
16. Other documentation, as required by the instructions below and/or the scope of work

PROJECT CLOSE OUT

1. GENERAL

1. Related Documents: Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
2. Summary: This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - Inspection procedures
 - Project record document submittal
 - Operating and maintenance manual submittal
 - Submittal of warranties
 - Final cleaningCloseout requirements for specific construction activities are included in Section 7.
3. Substantial Completion
 1. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100% completion for the portion of the work claimed as substantially complete. Include supporting

documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum. If 100% completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.

2. Advise Owner of pending insurance change-over requirements.
 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 4. Obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 5. Deliver tools, spare parts, extra stock, and similar items.
 6. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
 7. Complete start-up testing of systems and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 8. Complete final cleanup requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
2. Written Notice: The Contractor shall provide the Owner and Engineer forty-five (45) day written notice of the expected date by which the project will be completed and ready for inspection. The general contractor shall inspect and punch the project prior to notification to the Engineer/Owner.
 3. Punch List: The Engineer / Owner shall schedule with the Contractor a date to inspect the project and prepare a punch list of the incomplete work.
 1. Content of Punch List:
 - Date of the Inspection
 - Name and Title of the Contractor's representative
 - Each incomplete or unsatisfactory work item
 - Specific location of each item of incomplete work
 2. Contractor Notification: The Engineer / Owner shall send a letter to the Contractor which transmits a copy of the punch list, and which advises the Contractor to promptly correct each item of incomplete or unsatisfactory work and requests that the Contractor promptly notify the Owner of the date by which the corrective work will be complete so that the Owner can schedule a final inspection prior to contract settlement.
 3. Deductions for Incomplete Work: The Owner will consult with the Engineer to determine if it would be advantageous to accept a project prior to final inspection. In such instances, the Engineer shall prepare a deductive Change Order for approval prior to the final inspection. The amount of deductions from the contract price shall be based on current replacement cost for correcting any incomplete or unsatisfactory work.
- d. Re-Inspection Procedure: The Engineer/Owner will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer/Owner.

- e. Final Inspection: A final project inspection shall be made when all work is completed. Until the final inspection has been made and approved, the Owner shall not advance any of the retainage or make the final payment to the contractor.
 - 1. Inspection Date: Upon receipt of the Contractor's notification of the date when the corrective work will be completed, the Owner shall schedule a final inspection. Each member of the inspection team shall be given a fifteen (15) day notification of the scheduled inspection date.
 - 2. Inspection Participants: The final inspection shall be conducted by:
 - Owner's representatives
 - The Engineer
 - A contractor representative
 - c. Inspection Conference: The inspection team shall meet after completing the final inspection to determine whether:
 - 1. The work has been completed in accordance with the construction documents;
 - 2. There are any minor items of incomplete or unsatisfactory work (or seasonal work such as planting of shrubs and lawns) and reach agreement on the items to be included on the Engineer's final punch list;
 - 3. There are any major deficiencies which must be corrected by the Contractor so that another final inspection can be made prior to contract settlement.
 - d. Inspection Report: The Engineer shall prepare a final inspection report and certificate of completion based on the agreements reached at the inspection conference. The certificate of completion will show the amount of payment to be withheld for any incomplete work provided that such work is not of a major nature requiring correction before settlement.
- d. Final Acceptance and Settlement Documents: Following final inspection, the Owner shall notify the Contractor to submit the following documentation to the Owner:
 - 1. Where appropriate, a certificate of occupancy issued by the responsible local agency for each building.
 - 2. One notarized original and two copies of the contractor's Release of Liens which indicated:
 - 1. The total amount for each unsettled claim against the Owner.
 - 2. The Owner is released of all claims, other than those stated in the Contractor's release.
 - 3. Assignment of all guarantees and warranties to the Owner.
 - 4. Submit the final pay request HUD form 51001 with releases and supporting documentation not previously submitted and accepted. Include certificates of Insurance for products and completed operation where required. Include final form WH-347.
 - 5. Submit an updated final statement HUD form 51000, accounting for final additional changes to the Contract Sum.
 - 6. As required, submit a certified copy of the Engineers/Owner's final inspection list of items to be completed or corrected, stating that each item has been

completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer/Owner.

7. Submit Consent of Surety to final payment.
8. Submit a final liquidated damages settle statement. (If required).
9. Submit evidence of final, continuing insurance coverage complying with insurance requirements. (if required)
10. Submit completed WBE/MBE reports.
11. Submit completed Section 3 reports.
12. Submit completed Certification of Completion and Final Acceptance Report
13. The general contractor shall submit one certified copy of The General Contractor's Affidavit of Release of Liens. In addition, the general contractor shall submit one certified copy from each subcontractor responsible for performing work on the project.
14. All above referenced forms shall be submitted as one original and two copies.

e. Record Document Submittals

1. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire resistive location; provide access to record documents for the Engineer's reference during normal working hours.
2. Record Drawings: Maintain a clean, undamaged set of blue or black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
3. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
 1. Upon completion of the work, submit record Specifications to the Engineer for the Owner's records.
4. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products

delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record Drawings and Specifications.

1. Upon completion of mark-up, submit complete set of record Product Data to the Engineer for the Owner's records.
5. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Engineer and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the work are to be transmitted to the Owner for record Purposes. Comply with delivery to the Owner's Sample storage area.
6. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filled, ready for continued use and reference. Submit to the Engineer for the Owner's records.
7. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty, 2-Inch, 3-ring vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. The Contractor shall provide the Owner with two (2) sets of operating and maintenance instructions including wiring diagrams for equipment furnished under this contract.

b. EXECUTION

1. Closeout Procedures

1. Operating and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If Installers are not experienced in procedures, provide instruction by manufacturer's representatives.
2. As part of instruction for operating equipment, demonstrate the following procedures:
 - Start-up
 - Shutdown
 - Emergency operations
 - Noise and vibration adjustments
 - Safety procedures
 - Economy and efficiency adjustments
 - Effective energy utilization

b. Final Cleaning

1. General: General cleaning during construction is required by the General Conditions and included in Section 5.3 "Temporary Facilities".
2. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with

manufacturer's instructions. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

1. Remove labels that are not permanent labels.
 2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 3. Clean exposed exterior and interior hard-surface finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean.
 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 5. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean, remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth even-textured surface.
- c. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- d. Removal of protection: Remove temporary protection and facilities installed for protection of the work during construction.
- e. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
1. Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

7.2 CERTIFICATION OF COMPLETION AND FINAL ACCEPTANCE

Greensboro Housing Authority Certification of Completion and Final Acceptance

THIS IS TO CERTIFY that all work and materials have been carefully inspected by duly authorized representatives or agents of the Greensboro Housing Authority, hereinafter called GHA, and that the ___ hereinafter called the Contractor, has furnished all labor, materials, and services required for the Miscellaneous repairs at The Havens at Willow Oaks, located in 2000 Everitt Street, Greensboro, NC 27401 in accordance with the requirements of the Specifications and Drawings and Contract No. 23rd0001 dated ___, 2023 between GHA and the Contractor.

THIS IS TO CERTIFY:

1. That all work covered by this contract, originally required to be completed on ___, 2023, was actually completed on ___, 2023.
2. That all changes permitted or required to be made, except minor modifications and field adjustments, have been authorized by written and duly approved Change Orders;
3. That all Proceed Orders have been supported by approved Change Orders equitably adjusting the contract price and/or time, where adjustment is indicated;
4. That Change Orders Nos. 1 constitute the only amendments to the contract price and/or time, and that ALL Change Orders issued in connection with this contract are listed on the attached Schedule;
5. That all certificates, bonds, guaranties, warranties, insurance, and tests required under the contract have been furnished or performed;
6. That GHA has obtained from the Contractor the attached Certificate and Release releasing GHA in full from all further claims under this contract.
7. That all laborers and mechanics have been paid not less than minimum wage rates as established in said contract, and that there have been no claims made for infringement of any patent;
8. That no claims of any nature by any laborer, mechanic, subcontractor, material man, or vendor are outstanding against GHA.
9. That all work was satisfactory completed, inspected and accepted in accordance with the requirements of the specifications and drawings
10. THAT:
Date of completion as fixed in the contract is ____
Date of completion as extended is ____

Contractor: _____ Date: _____

Owner/PM: _____ Date: _____

Owner/PMD: _____ Date: _____

Owner/RED/CD Manager: _____ Date: _____

Owner/VP - RED/CD: _____ Date: _____

Owner/VP - PMD: _____ Date: _____

Owner/COO: _____ Date: _____

Owner/CEO: _____ Date: _____

7.3 CONSENT OF SURETY OF COMPANY TO FINAL PAYMENT

This form G707 is available for purchase from the AIA, or you can view a sample form here:

(See sample form on the following page)

DRAFT AIA[®] Document G707™ - 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Sample Consent of Surety to Final Payment Sample	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

7.4 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

This form G706 is available for purchase from the AIA, or you can view a sample form [here](#):

(See sample form on the following page)

 **AIA Document G706™ – 1994**

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* ARCHITECT'S PROJECT NUMBER: _____ OWNER
 CONTRACT FOR: _____ ARCHITECT
 TO OWNER: *(Name and address)* CONTRACT DATED: _____ CONTRACTOR
 SURETY
 OTHER

STATE OF: _____

COUNTY OF: _____

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all material and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO: _____ CONTRACTOR: *(Name and address)*
 1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose. BY: _____
 Indicate Attachment Yes No *(Signature of authorized representative)*
The following supporting documents should be attached hereto if required by the Owner: *(Printed name and title)*
 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment. Subscribed and sworn to before me on this date:
 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereon. Notary Public:
 3. Contractor's Affidavit of Release of Liens (AIA Document G706A). My Commission Expires: _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Sample Affidavit of Release of Liens Sample TO OWNER: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: CONTRACT DATED:	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
---	---	---

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

7.6 CERTIFICATE OF SUBSTANTIAL COMPLETION

(See sample form on the following page)

7.6 GHA CERTIFICATION OF SUBSTANTIAL COMPLETION

Greensboro Housing Authority Certification of Substantial Completion

THIS IS TO CERTIFY that all work and materials have been carefully inspected by duly authorized representatives or agents of the Greensboro Housing Authority, hereinafter called GHA, and that the ___ hereinafter called the Contractor, has furnished all labor, materials, and services required for the Miscellaneous repairs at The Havens at Willow Oaks, located in 2000 Everitt Street, Greensboro, NC 27401 in accordance with the requirements of the Specifications and Drawings and Contract No. 23rd0001 dated ___, 2023 between GHA and the Contractor.

THIS IS TO CERTIFY:

1. That all work covered by this contract has been review and found, to the Owner’s best knowledge, information and belief, to be substantially complete. Substantial completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of the Substantial Completion of the Project or portion designated above is the date of issuance established by this document, which is also the date of commencement of applicable warranties required by the contract documents.
2. That a list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the contractor to complete all work in accordance with the contract documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of final acceptance.

Cost estimate of work that is incomplete or defective: \$ _____

3. That the contractor will complete or correct the work on the list of items attached hereto within (15) days from the date of substantial completion
4. That the owner accepts the work or designated portion as substantially complete and will assume full possession at time of signature
5. That the date of substantial completion is _____, 2023

Contractor: _____ Date: _____

Owner/PM: _____ Date: _____

7.7 SECTION 3 SUMMARY REPORT, FORM HUD-60002

This form HUD-60002 is available from HUD at the following address:

http://www.hud.gov/offices/lead/library/lead/Section3_Form.pdf

(See sample form on the following page)

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$	
B. Total dollar amount of contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving contracts		

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$	
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$	
C. Percentage of the total dollar amount that was awarded to Section 3 businesses		%
D. Total number of Section 3 businesses receiving non-construction contracts		

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(a)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian Housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. **Recipient:** Enter the name and address of the recipient submitting this report.
2. **Federal Identification:** Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. **Dollar Amount of Award:** Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. **Contact Person/Phone:** Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. **Reporting Period:** Indicate the time period (months and year) this report covers.
7. **Date Report Submitted:** Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. **Program Code:** Enter the appropriate program code as listed at the bottom of the page.

9. **Program Name:** Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very Low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

7.8 GREEN REPORT FORM

The Microsoft Excel version of the Green Form may be downloaded here: <https://gha-nc.box.com/SpecDocs>

GHA Green Report Instructions

Green costs account for any materials or practices that are considered to aid in preserving natural resources and allows for the environment to regenerate and sustain itself with natural capacity.

The GHA Green Report is a form that should be used to record all costs for green materials and practices on a project. There are different categories covering specific measures where the Total Cost of the sum of labor and materials should be entered. After entering the Total Costs for each category, a Grand Total should be calculated and entered along with the contract amount. Next, the Grand Total should be divided by the Total Contract Amount to calculate the Percent Green of the project.

The list below explains each energy measure within each category in detail.

Energy Efficiency Measures List

DOORS and WINDOWS: Doors and windows energy efficiency measures affect the exterior or "envelope" of a building. Examples of doors and windows energy efficiency measures (EEM) include replacement windows, storm doors, storm windows, and window film.	
ENERGY STAR qualified Replacement Windows	ENERGY STAR qualified windows meet energy efficiency specification set by the Department of Energy (DOE) and have been tested and certified by the National Fenestration Rating Council (NFRC). Windows should be as specified by ENERGY STAR: http://www.energystar.gov/index.cfm?c=windows_doors.pr_crit_windows
ENERGY STAR qualified Replacement Exterior Doors	ENERGY STAR qualified doors meet energy efficiency specifications set by DOE and have been tested and certified by the National Fenestration Rating Council (NFRC). Windows should be as specified by ENERGY STAR: http://www.energystar.gov/index.cfm?c=windows_doors.pr_crit_windows
Energy Efficient Storm Doors	A storm door that, in combination with the exterior door over which it is installed- - (a) Has a U-factor and SHGC of 0.30 or below; and (b) Meets the prescriptive criteria for such component established by the 2006 IECC.
Energy Efficient Storm Windows	A storm window that, in combination with the exterior window over which it is installed- (a) Has a U-factor and SHGC of 0.30 or below; and (b) Meets the prescriptive criteria for such component established by the 2006 IECC.

Energy Efficient Window Film	Energy efficient window films are those that meet the requirements of a "qualifying insulation system." The window film manufacturer must certify that the film meets the requirements. Make sure you get a "Manufacturer Certification Statement" that certifies the product meets the requirements.
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INSULATION and AIR SEALING: Insulation and air sealing energy efficiency measures affect the exterior or "envelope" of a building. Examples of insulation and air sealing EEM include adding attic insulation, adding wall insulation, and air sealing.

Attic or Roof Insulation installations	Install additional <u>attic</u> insulation to meet or exceed current building code requirements. Install additional <u>roof</u> insulation to meet or exceed current building code requirements only if the attic is tightly sealed, i.e. isolated from the outside and any roof or soffit vents.
--	---

Units receiving professional Air Sealing	Air sealing (caulking and/or weather stripping, or foam insulation) in single family detached and semi-detached properties should be verified by blower door testing, and follow up Indoor Air quality/IAQ (carbon monoxide) testing, if appropriate. If accessible, seal air leaks using materials (low VOC if available) that meet local fire code requirements, including at a minimum: access to attic spaces or into basements; include sill and top plates; along the top, bottom, or inside party walls; around windows and doors; around access to common stair wells around plumbing, electrical, or ventilation shafts; around any vents, flues, chimneys that penetrate the roof or side walls; around decks, balconies, or cantilevers.
--	---

HEATING and COOLING: Heating/Cooling EEM are measures that save energy by directly affecting heating or cooling equipment. These include: (1) measures that involve changes directly to the equipment, such as vent or flue dampers; electronic ignition; controls; replacement of inefficient heating or cooling equipment; combined heat and power; (2) measures that regulate the temperature in the dwelling units, such as setback thermostats, radiator controls or Energy management Systems; and (3) measures that improve the distribution system, such as insulating hot water or steam pipes; converting steam distribution system to hot water; and sealing and insulating ducts.

Furnaces/boilers receiving Flue/Vent Dampers	A flue/vent damper is a device installed in the vent of a furnace or boiler that automatically closes the vent when the burner goes off to reduce the loss of warm air up the chimney.
--	--

Constant Air Regulating Damper installations	In multifamily buildings Constant Air Regulators (CARs) optimize ventilation and control in-unit pressure and "stack effect."
--	---

Furnaces/boiler conversions to Electronic Ignition	Electronic ignition is used to replace the constant-burning pilot lights on gas-fired heating systems.
--	--

Inefficient Heating Plants replaced with high efficiency/ENERGY STAR qualified heating plants	92 AFUE gas furnace, ENERGY STAR qualified; OR 85 AFUE boiler, ENERGY STAR qualified; OR 85 AFUE oil furnace, ENERGY STAR qualified; OR > 8.2 HSPF / 14.5 SEER / 12 EER ENERGY STAR qualified heat pump; OR ENERGY STAR qualified Geothermal Heat Pump: Open Loop: >=3.6 COP; >=16.2 EER; Closed Loop: >=3.3 COP; >=14.1 EER; Direct Expansion (DX): >=3.5 COP; >=15 EER
---	--

Insulation for Hot Water or Steam Pipes	All circulating service hot water piping shall be insulated to at least R-2.
Sealed and Insulated Ducts	Seal all duct joints with air-tight collars, mastic and/or UL-181 tape. Insulate all ductwork located in unconditioned space to at least R-6. Insulate all accessible ductwork located in conditioned space to at least R-4, especially in places where condensation is a problem.
Inefficient A/Cs replaced with efficient/ ENERGY STAR qualified air conditioners	> 14.5 SEER / 12 EER ENERGY STAR qualified AC; OR > 8.2 HSPF / 14.5 SEER / 12 EER ENERGY STAR qualified heat pump; OR ENERGY STAR qualified Geothermal Heat Pump: Open Loop: ≥ 3.6 COP; ≥ 16.2 EER; Closed Loop: ≥ 3.3 COP; ≥ 14.1 EER; Direct Expansion (DX): ≥ 3.5 COP; ≥ 15 EER
HVAC pump motors >1 HP replaced with high efficiency motors	Motors and Pumps 1 hp or greater should be National Electrical Manufacturers Association (NEMA) premium efficiency; Product scope and nominal efficiency levels for the NEMA Premium program. http://www.nema.org/stds/complimentary-docs/upload/MG1premium.pdf
HVAC controls: These energy efficiency measures are relatively cheap and easy to install controls	
Boiler Temperature Controls/Outdoor Air Reset Installations	Boiler controls save energy by regulating the boiler so that it operates only when necessary. The most basic type of boiler control is an outdoor air reset/cutout control system, which senses outdoor temperature and matches boiler operation to how much heat the residence needs.
Radiator Controls installed	Thermostatic radiator valves regulate the amount of heat a radiator gives off.
Thermostats replaced with Programmable Thermostats	Use ENERGY STAR qualified setback thermostats.
Domestic Hot Water	
Domestic Hot Water Tanks insulated	Ensure total of R-16 insulation. Many older DHW heaters are equipped with R-7 so install a minimum of R-9 rated blanket over water heater or hot water storage tank.
Clothes washing machines were converted to Cold Rinse	Although warm or hot water is necessary to wash some types of clothing, cold water can be used in the rinse cycle for all applications. Converting laundries to cold-rinse cycle can generate significant energy savings by cutting down on hot water use.
Inefficient Water Heaters replaced with high efficiency/ ENERGY STAR qualified Hot Water Heaters	In unit: Gas (EF) ≥ 0.67 : In-unit gas water heaters need to be sealed combustion. Electric (EF): or standalone tanks only; Only gas water heaters that vent to the outside will be specified; The maximum storage tank capacity shall be specified based on occupancy; The distribution system shall include a DHW loop with a timed or temperature based control on the circulating pump; Electronic mixing valves shall be used to control hot water temperature.
ENERGY STAR qualified Solar Thermal Hot Water System	ENERGY STAR qualified Solar Thermal Hot Water Systems use the sun to heat water. These heating systems typically include storage tanks and solar collectors. There are two types of solar water heating systems: active, which have circulating pumps and controls, and passive, which don't.

Lighting: Lighting EEM save electricity through the installation of more efficient lighting and/or by controlling the operation of lights. Examples include: replacing incandescent lights with fluorescent lighting in dwelling units and common areas; installing more efficient lamps and ballasts in common areas; installing lighting controls in common areas; improving the efficiency of outdoor lighting; and installing outdoor lighting controls.

Incandescent light bulbs and conventional indoor light fixtures replaced with ENERGY STAR qualified Compact Fluorescent Lighting and fixtures	ENERGY STAR qualified light fixtures and bulbs use about 75 percent less energy than standard incandescent bulbs, generate 75% less heat, and last up to 10 times longer. All types of fixtures are available. Bulbs are available in different sizes and shapes to fit in almost any fixture. ENERGY STAR qualified fixtures are designed to optimize the performance of the enclosed efficient light source.
Exit signs replaced with ENERGY STAR qualified LED exit signs	ENERGY STAR qualified LED exit signs use very little energy, 5 watts or less, per sign.
Outdoor and common area lighting fixtures replaced with ENERGY STAR qualified fixtures and lamps	ENERGY STAR qualified light fixtures and bulbs use about 75 percent less energy than standard incandescent bulbs, generate 75% less heat, and last up to 10 times longer. All types of fixtures are available. Bulbs are available in different sizes and shapes to fit in almost any fixture. ENERGY STAR qualified fixtures are designed to optimize the performance of the enclosed efficient light source.
Lighting controls in outdoor and common areas installed	There are two main types of lighting controls: occupancy controls and daylighting controls. Occupancy controls turn off or dim all or most of the lights in a space that is unoccupied. Daylighting controls use light sensors that detect natural light and turn off or dim lights appropriately.

Appliances: Appliances include replacing old refrigerators, dishwashers, or clothes washers with energy-efficient models.

Refrigerators replaced with ENERGY STAR qualified refrigerators	ENERGY STAR qualified refrigerator models use at least 20 percent less energy than required by current federal standards and 40% less energy than the conventional models sold in 2001.
Clothes Washers replaced with ENERGY STAR qualified clothes washers	Clothes washers with the ENERGY STAR label can cut clothes washing related energy costs by more than a third and the water costs by more than half.
Window AC units replaced with ENERGY STAR qualified window AC units	ENERGY STAR qualified room air conditioners use at least 10% less energy than conventional models.
Dishwasher replaced with ENERGY STAR qualified dishwasher units	ENERGY STAR qualified dishwashers use at least 41 percent less energy and much less water than conventional dishwashers.

Water Conservation: Water conservation measures are green measures focused on water savings and related energy savings from heating domestic hot water.

Toilets replaced with Water-saving Toilets	Low flow toilets use less than 1.28 gallons per flush. This is 20% less than the current normal toilet that uses 1.6 gallons per flush.
Showerheads and faucet aerators replaced with low-flow showerheads and faucet aerators	Low-flow showerheads use less than 2.2 gallon per minute and low-flow faucets are less than 1.5 gallons per minute

Gray water recycling system	Gray water is wastewater from bathtub, shower drain, sinks, washing machines, and dishwashers. Greywater can be recycled for irrigation, toilets, and exterior washing, resulting in water conservation. Check local codes. Many do not yet allow greywater recycling for indoor use.
Other: These include solar thermal (hot water); photovoltaic panels; geothermal; and other renewable systems.	
Solar Photovoltaic (PV) Panels	Solar PV panels are used to generate electrical power by converting solar radiation directly into electricity. A system is made up of one or more solar panels, usually a controller or power converter, and the interconnections and mounting for the other components.
Cogeneration/Micro Combined Heat and Power Systems	Multi-family: Cogeneration Systems combine power generation with hot water production. Cogeneration systems are considerably more energy efficient than conventional power plants. Single-family: Micro Combined Heat and Power (CHP) Systems are similar to Cogeneration Systems but are sized for single-family residential applications.
Green Measures: Green measures for new units are those with LEED, ENERGY STAR, or Enterprise Green Communities ratings/labels. Other green measures include environmentally friendly storm water management systems; green roofs; low- or no-VOC paints; resource efficient materials; recycled products; and other indoor air quality (IAQ) measures including mold and moisture control.	
Green Roof	Green roofs are rooftops planted with vegetation. Intensive green roofs have thick layers of soil (6 to 12 inches or more) that can support a broad variety of plant or even tree species. Simpler green roofs (extensive roofs) have a soil layer of 6 inches or less to support turf, grass, or other ground cover. Green roofs provide additional insulation to residences and reduce storm water runoff peak flows
Units painted with Low or No-VOC Paints	Most conventional paints contain VOCs (volatile organic compounds). VOCs diminish air quality, and may be detrimental to occupant health.
Recycled Building Products	Use salvaged products or use products with minimum of 25% postconsumer recycled product.
Spot Ventilation installed	Ensuring adequate ventilation of bathrooms and kitchens can improve the indoor air quality of a unit. When installing ventilation use ENERGY STAR qualified exhaust fans.
Advanced utility metering installed	Master-metered utilities may be converted to individually-metered utilities, whereby tenants pay directly to the energy suppliers; or sub-metered, whereby the project's energy usage costs utilize industry-standard metering and computer billing systems which monitor/measure a tenant's actual energy consumption. Advanced metering may include smart metering. Advanced meters may also provide time of day rates, and provide occupants with better information and improved controls over appliances

GHA Green Report

Energy Efficiency Measures

1. Do you have any Energy Efficiency Measures to report? Yes _____ No _____

Under each category enter the total cost of each energy measure or practice. The total cost shall include the sum of the cost for materials and labor. Calculate the grand total summing each category at the end of the report.

2. # of units that will receive any of the Energy Efficiency Measures listed below:

Doors and Windows	
Energy Efficient Measure/Practice	Total Cost
3. ENERGY STAR qualified Replacement Windows	<input style="width: 100%;" type="text"/>
4. ENERGY STAR qualified Replacement Exterior Doors	<input style="width: 100%;" type="text"/>
5. Energy Efficient Storm Doors	<input style="width: 100%;" type="text"/>
6. Energy Efficient Storm Windows	<input style="width: 100%;" type="text"/>
7. Energy Efficient Window Film	<input style="width: 100%;" type="text"/>
Insulation and Air Sealing	
Energy Efficient Measure/Practice	Total Cost
8. Attic or Roof Insulation Installations	<input style="width: 100%;" type="text"/>
9. Units Receiving professional Air Sealing	<input style="width: 100%;" type="text"/>
Heating and Cooling	
Energy Efficient Measure/Practice	Total Cost
10. Furnaces/ boilers receiving Flue/Vent Dampers	<input style="width: 100%;" type="text"/>
11. Constant Air Regulating Damper Installations	<input style="width: 100%;" type="text"/>
12. Furnaces/ boilers conversions to Electronic Ignition	<input style="width: 100%;" type="text"/>
13. Inefficient Heating Systems replaced with high efficiency/ENERGY STAR qualified heating systems	<input style="width: 100%;" type="text"/>
14. Insulation for Hot Water or Steam Pipes	<input style="width: 100%;" type="text"/>

Heating and Cooling (Cont.)

Energy Efficient Measure/Practice	Total Cost
15. Sealed and Insulated Ducts	<input type="text"/>
16. Inefficient A/Cs replaced with efficient/ ENERGY STAR qualified air conditioners	<input type="text"/>
17. HVAC pump motors > 1 HP replaced with high efficiency motors	<input type="text"/>

HVAC Controls: These energy efficiency measures are relatively cheap and easy to install controls for HVAC systems.

Energy Efficient Measure/Practice	Total Cost
18. Boiler Temperature Controls/ Outdoor Air Reset Installations	<input type="text"/>
19. Radiator Controls installed	<input type="text"/>
20. Thermostats replaced with Programmable Thermostats	<input type="text"/>

Domestic Hot Water

Energy Efficient Measure/Practice	Total Cost
21. Domestic Hot Water Tanks insulated	<input type="text"/>
22. Clothes washing machines were converted to Cold Rinse	<input type="text"/>
23. Inefficient Water Heaters replaced with high efficiency/ ENERGY STAR qualified Hot Water Heaters	<input type="text"/>
24. ENERGY STAR qualified Solar Thermal Hot Water System	<input type="text"/>

Lighting: Lighting EEM save electricity through the installation of more efficient lighting and/or by controlling the operation of lights. Examples include: replacing incandescent lights with fluorescent lighting dwelling units and common areas; installing more efficient lamps and ballasts in common areas; installing controls in common areas; and improving the efficiency of outdoor lighting controls.

Energy Efficient Measure/Practice	Total Cost
25. Incandescent light bulbs and conventional indoor light fixtures replaced with ENERGY STAR qualified Compact Fluorescent Lighting and fixtures	<input type="text"/>
26. Exit signs replaced with ENERGY STAR qualified LED exit signs	<input type="text"/>
27. Outdoor and common area lighting fixtures replaced with ENERGY STAR qualified fixtures and lamps	<input type="text"/>
28. Lighting controls in outdoor and common areas installed	<input type="text"/>

Appliances: Appliances include replacing old refrigerators, dishwashers, or clothes washers with energy-efficient models.

Energy Efficient Measure/Practice	Total Cost
29. Refrigerators replaced with ENERGY STAR qualified refrigerators	<input type="text"/>
30. Clothes Washers replaced with ENERGY STAR qualified clothes washers	<input type="text"/>
31. Window A/C units replaced with ENERGY STAR qualified window A/C units	<input type="text"/>
32. Dishwasher units replaced with ENERGY STAR dishwasher units	<input type="text"/>

Water Conservation: Water conservation measures are green measures focused on water savings and related energy savings from heating domestic hot water.

Energy Efficient Measure/Practice	Total Cost
33. Toilets replaced with Water-saving Toilets	<input type="text"/>
34. Showerheads and faucet aerators replaced with low-flow showerheads and faucet aerators	<input type="text"/>
35. Gray Water recycling system	<input type="text"/>

Solar Thermal/PV: These include solar thermal (hot water); photovoltaic panels; geothermal; and other renewable systems.

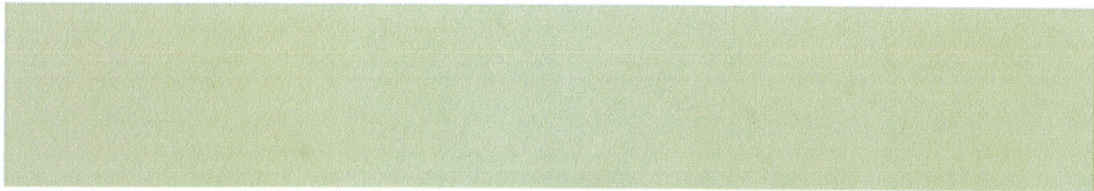
Energy Efficient Measure/Practice	Total Cost
36. Solar Photovoltaic (PV) Panels	<input type="text"/>
37. Cogeneration/Micro Combined Heat and Power Systems	<input type="text"/>

Green Measures: Green measures for new units are those with LEED, ENERGY STAR, or Enterprise Green Communities ratings/labels. Other green measures include environmentally friendly storm water management systems; green roofs; low- or no-VOC paints ; resource efficient materials; recycled products; and other indoor air quality (IAQ) measures including mold and moisture control.

Energy Efficient Measure/Practice	Total Cost
38. Units painted with Low or No-VOC Paints	<input type="text"/>
39. Recycled Building Products	<input type="text"/>
40. Spot Ventilation installed	<input type="text"/>
41. Advanced utility metering installed	<input type="text"/>

Other Measures: This shall include other green measures not listed in this form. Please explain how each additional measure is considered green.

Energy Efficient Measure/Practice	Total Cost



Grand Total :	\$0.00
---------------	--------

Total Contract Amount:	
------------------------	--

Percent Green:	#DIV/0!
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7.9 QUARTERLY WMBE AND SECTION 3 INVOLVEMENT REPORT

QUARTERLY OR FINAL (Circle Appropriate) REPORT

CONTRACTOR: _____
 PROJECT: _____
 DATE OF CONTRACT: _____
 FIRST REPORT DUE: _____

WBE/MBE BUSINESS CONCERNS:

SUBCONTRACTOR	ADDRESS	WBE/MBE/MWBE	\$ AMOUNT OF CONTRACT

Total Dollar Amount for the Quarter: _____

MATERIAL SUPPLIERS	ADDRESS	WBE/MBE/MWBE	\$ AMOUNT OF CONTRACT

Total Dollar Amount for the Quarter: _____

SECTION 3 BUSINESS CONCERNS:

SUBCONTRACTOR	ADDRESS	\$ AMOUNT OF CONTRACT

Total Dollar Amount for the Quarter: _____

Employees who reside in any GHA community:

Employees who are other Section 3 Residents:

I hereby state that _____ *(name of firm)* agrees that the above statements are true.

(Signature)

(Title)

REQUEST FOR FINAL ACCEPTANCE (CHECKING OF PUNCH LIST)

FOR:
HOUSING AUTHORITY OF THE CITY OF GREENSBORO
GREENSBORO, NORTH CAROLINA

The Contractor understands that the intent of the Final Acceptance Visit is to observe that all punch list items from the Contractor's pre-final punch list and the Architect's pre-final punch list have been completed. (New items discovered will be added to the list). The Project Manager and Project Superintendent certify that they have personally checked to verify that all trades have actually corrected punch list items prior to requesting this visit.

The Contractor's pre-final punch list and Architect's pre-final punch list are attached with indications that each item has been checked and is complete. Any items not complete (such as seasonal planting) are to be clearly identified.

The Contractor has reviewed Section 01700, Project Closeout, and is aware of close out requirements. Required documentation is attached. The Contractor is aware that if the final observation reveals punch list items that were not corrected, that the Contractor is responsible for all additional cost to the Owner for continued effort of the A/E related to re-checking of the work.

Project Superintendent

Project Manager

Date

Date

Prime Contractor (Name)

(Address)

Attachments:

- _____ A/E Punch List From Substantial Completion Review Signed By Superintendent
- _____ Certificate & Release (HUD Form) (3 copies)
- _____ Contractor's and Subcontractor's Affidavit & Release (AIA Document G706A) (3 copies)
- _____ Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) (3 copies)
- _____ Certification that all "Punch List" items have been completed and request for "Final Inspection
- _____ Certificate of Occupancy or Signed Compliance Statements from Building, Electrical, etc., Inspectors
as Required
- _____ Any Operation and Maintenance Manuals with Warranties/Guarantees (3 copies)
- _____ If Applicable – (such as HVAC projects) list of all unit #'s with model #'s and serial #'s
- _____ Consent of Surety Company to Final Payment (AIA G707)
- _____ Certificate of Substantial Completion (AIA G704) (3 copies)
- _____ Updated List of Subcontractors and Material Suppliers include addresses and phone numbers
- _____ Adjustment of Allowances and Unit Prices
- _____ Final Application for Payment
- _____ All "Final" Payroll Reports from Prime Contractor and Subcontractors
(if they have not been sent prior to this)
- _____ List of Extra Materials from specifications showing Owner's signature of receipt
- _____ Daily Project Log

SECTION 01740 - WARRANTIES AND BONDS

Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16. Warranties are to be submitted with request for Final Payment.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.

Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Architect's request.

When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.

When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

Refer to individual Sections of Divisions-2 through -16 for specific content, and particular requirements for submittal of special warranties.

When operating and maintenance manuals are required for warranted construction, provide additional copies of each warranty, as necessary, for inclusion in each required manual.

FINAL PAYMENT MAY NOT BE RELEASED UNTIL ALL SIGNED WARRANTIES ARE RECEIVED.
END OF SECTION 01740

Specifications: DIVISIONS APPLICABLE TO SCOPE OF WORK

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid vinyl plank floor tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of resilient floor tile.
 - 1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.
- C. Samples: Full-size units of each color, texture, and pattern of floor tile required.
- D. Welded-Seam Samples: For seamless-installation technique indicated and for each floor covering product, color, and pattern required; with seam running lengthwise and in center of 6-by-9-inch Sample applied to a rigid backing and prepared by Installer for this Project.
- E. Product Schedule: For floor tile. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish one box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Coordinate mockups in this Section with mockups specified in other Sections.
 - a. Size: Minimum 100 sq. ft. for each type, color, and pattern in locations directed by Architect.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 SOLID VINYL PLANK FLOOR TILE

- A. Luxury Vinyl Plank Tile:
 - 1. Basis-of-Design: Subject to compliance with requirements, provide product indicated on the Finish Schedule, or a comparable product as approved by the Architect:
 - a. Style: As indicated on the Finish Schedule.
 - b. Color: As indicated on the Finish Schedule.
 - c. Size: As indicated on the Finish Schedule.
 - d. Finish: As selected by the Architect from the manufacturer's full range.
- B. Tile Standard: ASTM F1700.
 - 1. Class: Class III, Printed Film Vinyl Tile.
 - 2. Type: B, Embossed Surface.
- C. LVT Transition Strip: Provide manufacturer's transition strip at all LVT flooring transitions unless otherwise indicated.
 - 1. Color and Finish: Match adjacent LVT flooring.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.

- C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
 - 4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.

- 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay tiles in pattern indicated.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 - 1. Lay tiles with grain running in one direction, unless otherwise indicated.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

SECTION 096816 - SHEET CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Broadloom carpet.
- 2. Carpet cushion.

- B. Related Requirements:

- 1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet.
- 2. Comply with NGBS requirements for carpet and adhesive emissions.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include manufacturer's written data on physical characteristics and durability.
- 2. Include manufacturer's written installation recommendations for each type of substrate.

- B. Shop Drawings: For carpet installation, showing the following:

- 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet.
- 2. Carpet type, color, and dye lot.
- 3. Seam locations, types, and methods.
- 4. Type of subfloor.
- 5. Type of installation.
- 6. Pattern type, repeat size, location, direction, and starting point.
- 7. Pile direction.
- 8. Types, colors, and locations of edge, transition, and other accessory strips.
- 9. Transition details to other flooring materials.
- 10. Type of carpet cushion.

- C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet: 12-inch-square Sample.
 - 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch-long Samples.
 - 3. Carpet Cushion: 6-inch-square Sample.
 - 4. Carpet Seam: 6-inch Sample.
- D. Product Schedule: For carpet and carpet cushion. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet and carpet cushion, for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet and carpet cushion.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet: Full-width rolls equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockups at locations and in sizes shown as directed by the Architect.

2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with the Carpet and Rug Institute's CRI 104.
- B. Deliver carpet in original mill protective covering with mill register numbers and tags attached.

1.9 FIELD CONDITIONS

- A. Comply with the Carpet and Rug Institute's CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet and carpet cushion until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.
- C. Do not install carpet and carpet cushion over concrete slabs until slabs have cured, are sufficiently dry to bond with adhesive, and have pH range recommended by carpet manufacturer.

1.10 WARRANTY

- A. Special Warranty for Carpet: Manufacturer agrees to repair or replace components of carpet installation that fail in materials or workmanship within specified warranty period.
 1. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse.
 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent loss of face fiber, edge raveling, snags, and runs.
 - b. Loss of tuft bind strength.
 - c. Excess static discharge.
 - d. Delamination.
 3. Warranty Period: 10 years from date of Substantial Completion.
- B. Special Warranty for Carpet Cushion: Manufacturer agrees to repair or replace components of carpet cushion installation that fail in materials or workmanship within specified warranty period.
 1. Warranty includes removal and replacement of carpet and accessories required by replacement of carpet cushion.
 2. Warranty does not include deterioration or failure of carpet cushion due to unusual traffic, failure of substrate, vandalism, or abuse.

3. Failure includes, but is not limited to, permanent indentation or compression.
4. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 BROADLOOM CARPET

A. Carpet Type:

1. Basis-of-Design: Subject to compliance with requirements, provide products indicated on the Finish Schedule, or comparable products as approved by the Architect:
 - a. Pattern: As indicated on the Finish Schedule.
 - b. Color: As indicated on the Finish Schedule.
 - c. Size: As indicated on the Finish Schedule.

B. Pile Characteristic: Level-loop pile, unless otherwise selected by the Architect.

C. Density: 5,000 oz./cu. yd. minimum.

D. Total Weight: 40 oz./sq. yd. minimum for finished carpet.

E. Primary Backing: Manufacturer's standard material.

F. Secondary Backing: Manufacturer's standard material.

G. Roll Width: Manufacturer's standard.

H. Applied Treatments:

1. Applied Soil-Resistance Treatment: Manufacturer's standard material.
2. Antimicrobial Treatment: Manufacturer's standard material.
 - a. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.

I. Performance Characteristics:

1. Appearance Retention Rating: Heavy traffic, 3.0 minimum according to ASTM D7330.
2. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm according to NFPA 253.
3. Dry Breaking Strength: Not less than 100 lbf according to ASTM D2646.
4. Tuft Bind: Not less than 10 lbf according to ASTM D1335.
5. Delamination: Not less than 4 lbf/in. according to ASTM D3936.
6. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
7. Colorfastness to Light: Not less than 4 after 40 AFU (AATCC fading units) according to AATCC 16, Option E.

8. Electrostatic Propensity: Less than 3.5 kV according to AATCC 134.

2.2 CARPET CUSHION

- A. Traffic Classification: CCC Class II, heavy traffic.
- B. Rubber Cushion: Flat, rippled waffle, or textured flat as approved by the Architect.
 1. Thickness: 7/16-inch minimum.
 2. Density: 6 lb./cu. ft. minimum.
- C. Performance Characteristics:
 1. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm according to NFPA 253.

2.3 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet cushion manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and is recommended or provided by carpet and carpet cushion manufacturers.
- C. Tackless Carpet Stripping: Water-resistant plywood, in strips as required to match cushion thickness and that comply with the Carpet and Rug Institute's CRI 104.
- D. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.
- E. Metal Edge/Transition Strips: Extruded aluminum with mill finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance.
- B. Examine carpet for type, color, pattern, and potential defects.

- C. Concrete Slabs: Verify that finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.
 - 1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft., and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
 - c. Perform additional moisture tests recommended in writing by adhesive, carpet cushion, and carpet manufacturers. Proceed with installation only after substrates pass testing.
- D. Wood Subfloors: Verify the following:
 - 1. Underlayment over subfloor complies with requirements specified in Section 061600 "Sheathing."
 - 2. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with the Carpet and Rug Institute's CRI 104 and with carpet manufacturer's written installation instructions for preparing substrates.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive, carpet, and carpet cushion manufacturers.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet.

3.3 INSTALLATION

- A. Comply with the Carpet and Rug Institute's CRI 104 and carpet and carpet cushion manufacturers' written installation instructions for the following:

1. Direct-glue-down installation.
 2. Carpet with attached-cushion installation.
 3. Preapplied adhesive installation.
 4. Stretch-in installation.
- B. Comply with carpet manufacturer's written instructions and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.
1. Stretch-in Carpet Installation: Install carpet cushion seams at 90-degree angle with carpet seams.
- C. Do not bridge building expansion joints with carpet.
- D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet as marked on subfloor. Use nonpermanent, nonstaining marking device.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet:
1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
 2. Remove yarns that protrude from carpet surface.
 3. Vacuum carpet using commercial machine with face-beater element.
- B. Protect installed carpet to comply with the Carpet and Rug Institute's CRI 104.
- C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods recommended in writing by carpet manufacturer and carpet cushion and adhesive manufacturers.

END OF SECTION 096816

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems, including primers, finish coatings, floor sealers, and dry fall coatings for the following interior substrates:

1. Concrete.
2. Cement board.
3. Concrete masonry units (CMUs).
4. Steel and iron.
5. Galvanized metal.
6. Aluminum (not anodized or otherwise coated).
7. Stainless steel.
8. Wood.
9. Fiberglass.
10. Plastic.
11. Gypsum board.
12. Cotton or canvas insulation covering.
13. ASJ insulation covering.
14. Bituminous-coated surfaces.

- B. Related Requirements:

1. Section 099300 "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on interior wood substrates.
2. Comply with NGBS requirements for architectural coating colorant additive VOC content.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include preparation requirements and application instructions.
2. Indicate VOC content.

B. NGBS Submittals:

1. Product Data: For paints and coatings, indicating VOC content.
- C. Samples: For each type of topcoat product.
- D. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Paint Products: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Fiber-Cement Board: 12 percent.
 - 3. Masonry (Clay and CMUs): 12 percent.
 - 4. Wood: 15 percent.
 - 5. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire-Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 - 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 - 3. Allow empty paint cans to dry before disposal.
 - 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces:
 - 1. Latex System:
 - a. Prime Coat: Alkali-resistant, water-based primer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior latex paint.
 - 1) Sheen: As selected by the Architect.
- B. Concrete Substrates, Traffic Surfaces:
 - 1. Water-Based Concrete Floor Sealer System:
 - a. First Coat: Matching topcoat.
 - b. Topcoat: Water-based concrete floor sealer.
 - 1) Sheen: As selected by the Architect.
- C. CMU Substrates:
 - 1. Latex System:
 - a. Block Filler: Interior/exterior latex block filler.

- b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
- 1) Sheen: As selected by the Architect.

D. Steel Substrates:

1. Latex System, Alkyd Primer:
- a. Prime Coat: Alkyd quick-dry primer for metal.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
- 1) Sheen: As selected by the Architect.

E. Galvanized-Metal Substrates:

1. Latex System:
- a. Prime Coat: Cementitious galvanized primer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
- 1) Sheen: As selected by the Architect.

F. Aluminum (Not Anodized or Otherwise Coated) Substrates:

1. Latex System:
- a. Prime Coat: Quick-dry primer for aluminum.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
- 1) Sheen: As selected by the Architect.

G. Stainless Steel Substrates:

1. Latex System:
- a. Prime Coat: Solvent-based bonding primer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
- 1) Sheen: As selected by the Architect.

H. Wood Substrates:

1. Latex over Latex Primer System:
- a. Prime Coat: Interior latex primer for wood.

- b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
 - 1) Sheen: As selected by the Architect.
- I. Fiberglass Substrates:
 - 1. Latex System:
 - a. Prime Coat: Water-based and solvent-based bonding primer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
 - 1) Sheen: As selected by the Architect.
- J. Plastic Substrates:
 - 1. Latex System:
 - a. Prime Coat: Solvent-based bonding primer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
 - 1) Sheen: As selected by the Architect.
- K. Gypsum Board Substrates:
 - 1. Latex over Latex Sealer System:
 - a. Prime Coat: Interior latex primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
 - 1) Sheen: As selected by the Architect.
- L. Cotton or Canvas and ASJ Insulation-Covering Substrates: Including pipe and duct coverings.
 - 1. Latex System:
 - a. Prime Coat: Interior latex primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex.
 - 1) Sheen: As selected by the Architect.

M. Bituminous-Coated Substrates:

1. Latex System:

- a. Prime Coat: Water-based rust-inhibitive primer.
- b. Intermediate Coat: Matching topcoat.
- c. Topcoat: Interior, latex.

1) Sheen: As selected by the Architect.

END OF SECTION 099123

SECTION 113013 - RESIDENTIAL APPLIANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cooking appliances.
2. Kitchen exhaust ventilation.
3. Refrigeration appliances.
4. Cleaning appliances.

B. Related Requirements:

1. Comply with NGBS requirements for ENERGY STAR appliances.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include installation details, material descriptions, dimensions of individual components, and finishes for each appliance.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.

B. Samples: For each exposed product and for each color and texture specified, in manufacturer's standard size.

C. Product Schedule: For appliances. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

B. Product Certificates: For each type of appliance.

C. Field quality-control reports.

D. Sample Warranties: For manufacturers' special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each residential appliance to include in operation and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintains, within 30 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.

1.7 WARRANTY

- A. Special Warranties: Manufacturer agrees to repair or replace residential appliances or components that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of residential appliance from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Electrical Appliances: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Accessibility: Where residential appliances are indicated to comply with accessibility requirements, comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

2.3 RANGES

- A. Electric Range: Non-accessible residential units.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 - 2. Type: Slide-in range with one oven and complying with AHAM ER-1.
 - 3. Width: 30 inches.
 - 4. Electric Burner Elements: Four or five burners as selected.

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5. Anti-Tip Device: Manufacturer's standard.
 6. ADA-Compliant.
 7. Material: Stainless steel with manufacturer's standard cooktop.
- B. Electric Range: ADA-compliant residential units.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 2. Freestanding range with one oven and complying with AHAM ER-1.
 3. Electric Burner Elements: Four or five burners as selected.
 4. Anti-Tip Device: Manufacturer's standard.
 5. Material: Stainless steel with manufacturer's standard cooktop.

2.4 MICROWAVE OVENS

- A. Microwave Oven: ADA-compliant residential units.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 2. Mounting: Wall cabinet.
 3. Capacity: As selected by the Architect.
 4. Width: 24 inches.
 5. Exhaust Fan: Vented or recirculating as selected.
 6. Microwave Power Rating: Manufacturer's standard.
 7. Material: Stainless steel.

2.5 MICROWAVE OVENS / HOOD COMBINATION

- A. Microwave Hood Combination: Non-accessible residential units.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 2. Mounting: Wall cabinet.
 3. Exhaust Fan: Vented or recirculating as selected.
 4. Width: 30 inches.
 5. Capacity: As selected by the Architect.
 6. Microwave Power Rating: Manufacturer's standard.
 7. Material: Stainless steel.

2.6 RANGE HOOD

- A. Non-Vented Under-Cabinet Range Hood: ADA-compliant residential units.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 2. Mounting: Under-cabinet.
 3. Exhaust Fan: Vented or recirculating as selected.

4. Width: 30 inches.
5. Material: Stainless steel.

2.7 REFRIGERATOR/FREEZERS

A. Refrigerator/Freezer: Non-accessible residential units.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
2. Style: As selected by the Architect.
3. Type: Freestanding; complying with AHAM HRF-1.
4. Storage Capacity: As selected by the Architect.
5. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.
6. Front Panel(s): Stainless steel.

B. Refrigerator/Freezer: ADA-compliant residential units.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
2. Style: As selected by the Architect.
3. Type: Freestanding; complying with AHAM HRF-1.
4. Storage Capacity: As selected by the Architect.
5. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.
6. ADA-Compliant.
7. Front Panel(s): Stainless steel.

2.8 DISHWASHERS

A. Dishwasher: Non-accessible residential units.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
2. Complying with AHAM DW-1 and ASSE 1006.
3. Type: Built-in undercounter.
4. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.
5. Front Panel: Stainless steel.
6. All dishwashers to be equipped with noise control.

B. Dishwasher: ADA-compliant residential units.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
2. Complying with AHAM DW-1 and ASSE 1006.
3. Type: Built-in undercounter.

4. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.
5. Front Panel: Stainless steel.
6. ADA-Compliant.
7. All dishwashers to be equipped with noise control.

2.9 FOOD WASTE DISPOSER

A. Food Waste Disposer: Residential units.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
2. Motor: 1/3 horsepower.

2.10 CLOTHES WASHERS AND DRYERS

A. Clothes Washer: Non-accessible residential units.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
2. Type: Freestanding, top-loading unit.
3. Capacity: As selected by the Architect.
4. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.
5. Water-Efficient Clothes Washer: Provide clothes washer with modified energy factor greater than or equal to 2.0 and water factor less than 5.5.
6. Appliance Finish: Porcelain enamel on front; baked enamel on sides.
 - a. Color: White.
7. Top-Panel: Manufacturer's standard finish with vision panel.

B. Clothes Washer: ADA-compliant residential units and Community Building.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
2. Type: Freestanding, front-loading unit.
3. Capacity: As selected by the Architect.
4. Provide pedestal base where required for ADA-compliance.
5. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.
6. Water-Efficient Clothes Washer: Provide clothes washer with modified energy factor greater than or equal to 2.0 and water factor less than 5.5.
7. Appliance Finish: Porcelain enamel on top; baked enamel on sides.
 - a. Color: White.
8. Front-Panel: Manufacturer's standard finish with vision panel.

9. ADA-Compliant.
- C. Clothes Dryer: Non-accessible residential units.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 2. Type: Freestanding, frontloading, electric unit.
 3. Capacity: As selected by the Architect.
 4. Appliance Finish: Porcelain enamel on top; baked enamel on sides.
 - a. Color: White.
 5. Front-Panel: Manufacturer's standard finish with vision panel.
- D. Clothes Dryer: ADA-compliant residential units and Community Building.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 2. Type: Freestanding, frontloading, electric unit.
 3. Provide pedestal base where required for ADA-compliance.
 4. Capacity: As selected by the Architect.
 5. Appliance Finish: Porcelain enamel on top; baked enamel on sides.
 - a. Color: White.
 6. Front-Panel: Manufacturer's standard finish with vision panel.
 7. ADA-Compliant.

2.11 CLOTHES WASHER/DRYER COMBINATIONS

- A. Clothes Washer/Dryer Combination: Provide where indicated.
1. Basis-of-Design Product: Subject to compliance with requirements, provide product as selected by the Architect.
 2. Type: Freestanding washer/dryer unit with dual-drum design and electric dryer; washer is front loading; complying with ASSE 1007.
 3. Pedestal: Provide ADA-compliant pedestal for clothes washer/dryer combinations.
 4. Washer-Drum Capacity: As selected by the Architect.
 5. Dryer-Drum Capacity: As selected by the Architect.
 6. Energy Performance, ENERGY STAR: Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.
 7. Water-Efficient Clothes Washer: Provide clothes washer with modified energy factor greater than or equal to 2.0 and water factor less than 5.5.
 8. Appliance Finish: Porcelain enamel on top and lid; baked enamel on front and sides.
 - a. Color: White.

2.12 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, power connections, and other conditions affecting installation and performance of residential appliances.
- B. Examine roughing-in for piping systems to verify actual locations of piping connections before appliance installation.
- C. Examine walls, ceilings, and roofs for suitable conditions where overhead exhaust hoods and microwave ovens with vented exhaust fans will be installed.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install appliances according to manufacturer's written instructions.
- B. Built-in Equipment: Securely anchor units to supporting cabinets or countertops with concealed fasteners. Verify that clearances are adequate for proper functioning and that rough openings are completely concealed.
- C. Freestanding Equipment: Place units in final locations after finishes have been completed in each area. Verify that clearances are adequate to properly operate equipment.
- D. Range Anti-Tip Device: Install at each range according to manufacturer's written instructions.

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Perform visual, mechanical, and electrical inspection and testing for each appliance according to manufacturers' written recommendations. Certify compliance with each manufacturer's appliance-performance parameters.
 2. Leak Test: After installation, test for leaks. Repair leaks and retest until no leaks exist.
 3. Operational Test: After installation, start units to confirm proper operation.
 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and components.
- B. An appliance will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain residential appliances.

END OF SECTION 113013

SECTION 123530 - RESIDENTIAL CASEWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Remove existing cabinets and countertops.
 2. Normal/Elderly Use:
 - a. Kitchen wall and base cabinets and countertops.
 - b. Bathroom vanity cabinets and countertops.
 3. HUD Severe Use:
 - a. Kitchen wall and base cabinets and countertops.
 - b. Bathroom vanity cabinets and countertops.
 4. Metal grease splash.
 5. Wood soffits above wall cabinets.
- B. Related Requirements: Comply with requirements of following sections:
1. Contractor Use of Premises and Work Sequence: Section 01010 -Summary of Work.
 2. Section 01120 - Alteration Project Procedures.
- C. Related Sections:
1. Bathroom Renovation Requirements: Section 01010 -Summary of Work.
 2. Kitchen Renovation Requirements: Section 01010 -Summary of Work.
 3. Reference Standards: Section 01091.
 4. Gypsum Board or Plaster Soffits above Cabinets: Section 01120 Alteration Project Procedures.

1.2 REFERENCES

- A. Reference Standards: See Section 01091. Comply with following:
1. Cabinets:
 - a. HUD Minimum Property Standards for Housing, 1984 Edition (with changes).
 - b. ANSI/KCMA A16U - Recommended Performance and Construction Standards for Kitchen and Vanity Cabinets, 1990.
 - c. Plywood:
 - (1) ANSI/HPMA HP- Hardwood and Decorative Plywood, 1983.
 - (2) US Product Standard PS 1-83 - Softwood Plywood, Construction and Industrial.
 - d. Particleboard: ANSI A208.1 - Particleboard, Mat-Formed Wood, 1989.
 - e. Pressure Treated Lumber: AWPA Standard C2 - Lumber, Timbers, Bridge Ties and Mine Ties- Preservative Treatment by Pressure Processes, 1992.
 2. Cabinet Hardware: ANSI/BHMA A156.9 Cabinet Hardware, 1988.
 3. Plastic Laminate Countertops: ANSI A161.2 - Performance Standards for Fabricated High Pressure Decorative Laminate Countertops, 1979 (R1987).
 - a. Plastic Laminate: NEMA Standards Publication No. LD 3 - High-Pressure Decorative Laminates, 1991.
 4. Cultured Marble Countertops:
 - a. ANSI Z124.3- Plastic Lavatories, 1986, including addenda Z124, 3a, 1990.
 - b. HUD Use of Materials Bulletin No. UM 73a.

RESIDENTIAL CABINETS

5. Joint Sealant:
 - a. Federal Specification (FS) TI-S-001543A- Sealing Compound: Silicone Rubber Base (For Calking, Sealing, and Glazing in Buildings and other Structures).
 - b. ASTM C920 - Elastomeric Joint Sealants.

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6. Certification:
 - a. ANSI Z34.1 -Certification, Third-Party Certification Program, 1987.

1.3 DEFINITIONS

- A. Supply and Delivery Only: Include supply and delivery to site(s) FOB destination freight prepaid. Unless otherwise specified or scheduled, unloading and handling at site is by PHNIHA.

1.4 SYSTEM DESCRIPTION

- A. Performance Requirements:
 1. Comply with tests procedures and required performances of ANSI/KCMA A161.1.
 - a. Tests: Performed on standard 760 mm (30 inch) wall and base cabinets.
 2. Drawers and Drawer Hardware for HLJD Severe Use: Apply 330 N (75 pound) point load to exterior edge of drawer extended 150 mm (6 inches) from its closed position for period of 15 minutes.
 - a. Successful Test: No failure in any part of drawer assembly or operating system and drawer remain operable with no mechanical interference with any part of cabinet assembly.

1.5 SUBMITTALS

- A. Product Data: Submit product data for cabinets and countertops to Contracting Officer.
- B. Shop Drawings: Submit Shop Drawings for cabinets and countertops to Contracting Officer for each type of kitchen.
- C. Samples: Submit samples of following to Contracting Officer for selection:
 1. Wood veneers with stain finishes.
 2. Plastic laminate patterns and colors.
- D. Quality Assurance/Control Submittals: Submit following to Contracting Officer:
 1. Certificates: Manufacturer's written certification that cabinets and countertops meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Certifications:
 1. Cabinets: Continuously tested, certified and display label or seal of Kitchen Cabinet Manufacturer's Association (KCMA) or Southern California Association of Cabinet Manufacturers Association in accordance with ANSI Z34.1.
 - a. HUD Severe Use Cabinets: Bear KCMA Certification Seal and additional label indicating conformance to HUD Severe Use specifications.
 - b. Normal/Elderly Use: Bear KCMA Certification Seal.
- B. Regulatory Requirements: Comply with following:
 1. Accessibility:
 - a. Architectural Barriers Act of 1968 as amended (42 USC 4152-4157) and HUD implementing regulations (24 CFR Part 40).
 - (1) Uniform Federal Accessibility Standards (UFAS).
 - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.
 - c. Fair Housing Accessibility Guidelines (24 CFR Chapter 1).
 - d. Americans with Disabilities Act of 2001 / 2010 (ADA) (28 CFR Part 35).

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Fair Housing Accessibility Guidelines, March 6, 1991 available from HUD, FHEO/Office of Program Training and Technical Assistance, 451 7th Street SW, Room 5240, Washington, DC 20410, 2021708-0870 or Fair Housing Information Clearinghouse, PO Box 6091, Rockville, MD 20850, 1/800/343-3442 or 301/251-5161. Fair Housing Accessibility Guidelines are available in the NIBS CCB program.

U.S. Department of Housing and Urban Development (HUD), HUD USER, PO Box 6091, Rockville, MD 20850, 1/800/245-2691 301/251-5254.

Adaptable Housing, A Technical Manual for Implementing Adaptable Dwelling Unit Specifications, HUD-1124-PDR, Office of Policy Development and Research, November, 1987. HUD Minimum Property Standards for Housing, 1984 Edition (with changes).

Builders Hardware Manufacturers Association (BHMA), 355 Lexington Avenue, 17th Floor, New York, NY 10017, 212/661-4261

A156.9 Cabinet Hardware, 1988.

Construction Specifications Institute (CSI), 601 Madison Street, Alexandria, Virginia, 22314, 703/684-0300.

Spec GUIDE G12370 Residential Casework.

Kitchen Cabinet Manufacturers Association (KCMA), 1899 Preston White Drive, Reston, Virginia, 22091-4326, 703/264-1690.

A161.1 Recommended Performance & Construction Standards for Kitchen and Vanity Cabinets, 1990.

National Electrical Manufacturers Association (NEMA), 2101 L Street, NW, Washington, DC, 20037, 202/457-8400.

LD 3 High-Pressure Decorative Laminates, 1991.

OTHER GUIDE SPECIFICATIONS

AIA MASTERSPEC Section 12372 Kitchen Casework.

CSRF/CSI SPECTEXT Section 12370 Residential Casework.

Naval Facilities Engineering Command (NAVFAC) Guide Specifications Section 12391 Residential Kitchen and Vanity Cabinets.

US Army Corps of Engineers (COE) Section 12390 Kitchen Cabinets.

END OF SECTION 123530

RESIDENTIAL CABINETS

SECTION 223300 - ELECTRIC, DOMESTIC-WATER HEATERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Residential, electric, storage, domestic-water heaters.
 - 2. Domestic-water heater accessories.

1.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Commercial domestic-water heaters shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of domestic-water heater indicated.
- B. Shop Drawings:
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Domestic-Water Heater Labeling: Certified and labeled by testing agency acceptable to authorities having jurisdiction.
- B. Source quality-control reports.
- C. Field quality-control reports.
- D. Warranty: Sample of special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

- h. Temperature Control: Adjustable thermostat.
- i. Safety Control: High-temperature-limit cutoff device or system.
- j. Relief Valve: ASME rated and stamped for combination temperature-and-pressure relief valves. Include relieving capacity at least as great as heat input, and include pressure setting less than domestic-water heater working-pressure rating. Select relief valve with sensing element that extends into storage tank.

B. Capacity and Characteristics:

- 1. Capacity: 50 gal.
- 2. Temperature Setting: 125 deg F (52 deg C)
- 3. Electrical Characteristics:
 - a. Volts: 240
 - b. Phases: Single
 - c. Hertz: 60.

2.2 Domestic-WATER HEATER ACCESSORIES

A. Domestic-Water Compression Tanks:

- 1. Description: Steel pressure-rated tank constructed with welded joints and factory-installed butyl-rubber diaphragm. Include air precharge to minimum system-operating pressure at tank.
- 2. Construction:
 - a. Tappings: Factory-fabricated steel, welded to tank before testing and labeling. Include ASME B1.20.1 pipe thread.
 - b. Interior Finish: Comply with NSF 61 barrier materials for potable-water tank linings, including extending finish into and through tank fittings and outlets.
 - c. Air-Charging Valve: Factory installed.
- 3. Capacity and Characteristics:
 - a. Working-Pressure Rating: 100 psig (690 kPa)
 - b. Capacity Acceptable: 2 gal. (7.6 L) minimum.

B. Drain Pans: Corrosion-resistant metal with raised edge. Comply with ANSI/CSA LC 3. Include dimensions not less than base of domestic-water heater, and include drain outlet not less than NPS 3/4 (DN 20) with ASME B1.20.1 pipe threads or with ASME B1.20.7 garden-hose threads.

C. Piping-Type Heat Traps: Field-fabricated piping arrangement according to ASHRAE/IESNA 90.1

D. Heat-Trap Fittings: ASHRAE 90.2.

E. Pressure-Reducing Valves: ASSE 1003 for water. Set at 25-psig- (172.5-kPa-) maximum outlet pressure unless otherwise indicated.

F. Combination Temperature-and-Pressure Relief Valves: ASME rated and stamped. Include relieving capacity at least as great as heat input, and include pressure setting less than domestic-water heater working-pressure rating. Select relief valves with sensing element that extends into storage tank.

- G. Pressure Relief Valves: ASME rated and stamped. Include pressure setting less than domestic-water heater working-pressure rating.
- H. Vacuum Relief Valves: ANSI Z21.22/CSA 4.4.
- I. Shock Absorbers: ASSE 1010 or PDI-WH 201, Size A water hammer arrester.
- J. Domestic-Water Heater Stands: Manufacturer's factory-fabricated steel stand for floor mounting, capable of supporting domestic-water heater and water. Include dimension that will support bottom of domestic-water heater a minimum of 18 inches (457 mm) above the floor.

2.3 SOURCE QUALITY CONTROL

- A. Factory Tests: Test and inspect domestic-water heaters specified to be ASME-code construction, according to ASME Boiler and Pressure Vessel Code.
- B. Hydrostatically test domestic-water heaters to minimum of one and one-half times pressure rating before shipment.
- C. Electric, domestic-water heaters will be considered defective if they do not pass tests and inspections. Comply with requirements in Section 014000 "Quality Requirements" for retesting and reinspecting requirements and Section 017300 "Execution" for requirements for correcting the Work.
- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 DOMESTIC-WATER HEATER INSTALLATION

- A. Residential, Electric, Domestic-Water Heater Mounting: Install residential, electric, domestic-water heaters on floor.
 - 1. Maintain manufacturer's recommended clearances.
 - 2. Arrange units so controls and devices that require servicing are accessible.
 - 3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 4. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 5. Anchor domestic-water heaters to substrate.
- B. Install electric, domestic-water heaters level and plumb, according to layout drawings, original design, and referenced standards. Maintain manufacturer's recommended clearances. Arrange units so controls and devices needing service are accessible.
 - 1. Install shutoff valves on domestic-water-supply piping to domestic-water heaters and on domestic-hot-water outlet piping.
- C. Install commercial, electric, domestic-water heaters with seismic-restraint devices.

- D. Install water-heater drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping for electric, domestic-water heaters that do not have tank drains. Comply with requirements for hose-end drain valves specified in Section 221119 "Domestic Water Piping Specialties."
- E. Install pressure-reducing valve with integral bypass relief valve in electric, domestic-water booster-heater inlet piping and water hammer arrester in booster-heater outlet piping. Set pressure-reducing valve for outlet pressure of 25 psig (172 kPa). Comply with requirements for pressure-reducing valves and water hammer arresters specified in Section 221119 "Domestic Water Piping Specialties."
- F. Install piping-type heat traps on inlet and outlet piping of electric, domestic-water heater storage tanks without integral or fitting-type heat traps.
- G. Fill electric, domestic-water heaters with water.
- H. Charge domestic-water compression tanks with air.

3.2 CONNECTIONS

- A. Comply with requirements for piping specified in Section 221116 "Domestic Water Piping." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to electric, domestic-water heaters, allow space for service and maintenance of water heaters. Arrange piping for easy removal of domestic-water heaters.

3.3 IDENTIFICATION

- A. Identify system components.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
 - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper operation.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Electric, domestic-water heaters will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 223300

SECTION 233423 - HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Ceiling-mounted ventilators.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.

PART 2 - PRODUCTS

2.1 CEILING-MOUNTED VENTILATORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. American Coolair Corporation.
 - 2. Ammerman; Millennium Equipment.
 - 3. Breidert Air Products.
 - 4. Broan-NuTone LLC.
 - 5. Broan-NuTone LLC; NuTone Inc.
 - 6. Carnes Company.
 - 7. FloAire.

8. Greenheck Fan Corporation.
9. JencoFan.
10. Loren Cook Company.
11. PennBarry.
12. W.W. Grainger, Inc.; Dayton Products.

- B. Housing: Steel, lined with acoustical insulation.
- C. Fan Wheel: Centrifugal wheels directly mounted on motor shaft. Fan shrouds, motor, and fan wheel shall be removable for service.
- D. Grille: Painted aluminum, louvered grille with flange on intake and thumbscrew attachment to fan housing.
- E. Electrical Requirements: Junction box for electrical connection on housing and receptacle for motor plug-in.
- F. Accessories:
 1. Isolation: Rubber-in-shear vibration isolators.
 2. Manufacturer's standard roof jack or wall cap, and transition fittings.

2.2 SOURCE QUALITY CONTROL

- A. Certify sound-power level ratings according to AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.
- B. Certify fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Ceiling Units: Suspend units from structure; use steel wire or metal straps.
- B. Install units with clearances for service and maintenance.

3.2 CONNECTIONS

- A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Section 233300 "Air Duct Accessories."
- B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- C. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.3 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Verify that shipping, blocking, and bracing are removed.
2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
3. Verify that cleaning and adjusting are complete.
4. Energize motor and measure and record motor voltage and amperage and cfm exhausted.
5. Remove and replace malfunctioning units and retest as specified above.

B. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Prepare test and inspection reports.

END OF SECTION 233423

SECTION 238126 - SPLIT-SYSTEM AIR-CONDITIONERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes split-system air-conditioning and heat-pump units consisting of separate evaporator-fan and compressor-condenser components.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE Compliance:
 - 1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period:
 - a. For Compressor: Five year(s) from date of Final Acceptance.
 - b. For Parts: One year(s) from date of Final Acceptance.
 - c. For Labor: One year(s) from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Mitsubishi Electric & Electronics USA, Inc.; HVAC Advanced Products Division.
 2. Trane; a business of American Standard companies.

2.2 INDOOR UNITS (5 TONS OR LESS)

- A. Concealed Evaporator-Fan Components:
1. Chassis: Galvanized steel with flanged edges, removable panels for servicing, and insulation on back of panel.
 2. Insulation: Faced, glass-fiber duct liner.
 3. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 210/240.
 4. Electric Coil: Helical, nickel-chrome, resistance-wire heating elements; with refractory ceramic support bushings, automatic-reset thermal cutout, built-in magnetic contactors, manual-reset thermal cutout, airflow proving device, and one-time fuses in terminal box for overcurrent protection.
 5. Fan: Forward-curved, double-width wheel of galvanized steel; directly connected to motor.
 6. Filters: Disposable.
 7. Condensate Drain Pans:
 - a. Fabricated with one percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and humidifiers, and to direct water toward drain connection.
 - 1) Depth: A minimum of 1.5 inches deep.
 - b. Single-wall, galvanized-steel sheet.
 - c. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.
 - 1) Minimum Connection Size: NPS 1.
 - d. Pan-Top Surface Coating: Asphaltic waterproofing compound.

2.3 OUTDOOR UNITS (5 TONS OR LESS)

- A. Air-Cooled, Compressor-Condenser Components:
1. Casing: Steel, finished with baked enamel in color selected by Architect, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.
 2. Compressor: Hermetically sealed with crankcase heater and mounted on vibration isolation device. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
 - a. Compressor Type: Scroll.

- b. Two-speed compressor motor with manual-reset high-pressure switch and automatic-reset low-pressure switch.
 - c. Refrigerant Charge: R-410A.
 - d. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and liquid subcooler. Comply with ARI 210/240.
- 3. Heat-Pump Components: Reversing valve and low-temperature-air cutoff thermostat.
 - 4. Fan: Aluminum-propeller type, directly connected to motor.
 - 5. Motor: Permanently lubricated, with integral thermal-overload protection.

2.4 ACCESSORIES

- A. Thermostat: Low voltage with subbase to control compressor and evaporator fan.
 - 1. Compressor time delay.
 - 2. 24-hour time control of system stop and start.
 - 3. Liquid-crystal display indicating temperature, set-point temperature, time setting, operating mode, and fan speed.
 - 4. Fan-speed selection including auto setting.
- B. Automatic-reset timer to prevent rapid cycling of compressor.
- C. Refrigerant Line Kits: Soft-annealed copper suction and liquid lines factory cleaned, dried, pressurized, and sealed; factory-insulated suction line with flared fittings at both ends.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb.
- B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install ground-mounted, compressor-condenser components on 4-inch- thick, reinforced concrete base that is 6 inches minimum larger, on 3 sides, than unit. Extend pad to building veneer. Coordinate anchor installation with concrete base.
- D. Install and connect precharged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.

3.2 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.

3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace malfunctioning units and retest as specified above.
- C. Prepare test and inspection reports.

3.3 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain units.

END OF SECTION 238126

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Weather-resistant receptacles.
3. Snap switches and wall-box dimmers.
4. Solid-state fan speed controls.
5. Communications outlets.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
3. Leviton Mfg. Company Inc. (Leviton).

4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, residential, 125 V, 20 A, tamper resistant: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-15R, UL 498, and FS W-C-596.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; TR270 (duplex).
 - b. Leviton; T5320-T (duplex).
 - c. Pass & Seymour; 880TR (duplex).

2.4 GFCI RECEPTACLES

- A. General Description:
 1. Straight blade, feed-through type.
 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; VGF20.
 - b. Hubbell; GFR5352L.
 - c. Pass & Seymour; 2095.
 - d. Leviton; 7590.

2.5 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

1) Single Pole:

- 1) Cooper; AH1221.
- 2) Hubbell; HBL1221.
- 3) Leviton; 1221-2.
- 4) Pass & Seymour; CSB20AC1.

2) Two Pole:

- 1) Cooper; AH1222.
- 2) Hubbell; HBL1222.
- 3) Leviton; 1222-2.
- 4) Pass & Seymour; CSB20AC2.

3) Three Way:

- 1) Cooper; AH1223.
- 2) Hubbell; HBL1223.
- 3) Leviton; 1223-2.
- 4) Pass & Seymour; CSB20AC3.

4) Four Way:

- 1) Cooper; AH1224.
- 2) Hubbell; HBL1224.
- 3) Leviton; 1224-2.
- 4) Pass & Seymour; CSB20AC4.

2.6 RESIDENTIAL DEVICES

A. Telephone Outlet:

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Cooper; 3560-6.
- b. Leviton; 40649.

2. Description: Single RJ-45 jack for terminating 100-ohm, balanced, four-pair UTP; TIA/EIA-568-B.1; complying with Category 5e. Comply with UL 1863.

B. Combination TV and Telephone Outlet:

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Cooper; 3562.

- b. Leviton; 40159.
- 2. Description: Single RJ-45 jack for 100-ohm, balanced, four-pair UTP; TIA/EIA-568-B.1; complying with Category 5e. Comply with UL 1863.

2.7 WALL-BOX DIMMERS

- A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.
- B. Control: Continuously adjustable rotary knob; with single-pole or three-way switching. Comply with UL 1472.

2.8 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: Smooth, high-impact thermoplastic.
 - 3. Material for Unfinished Spaces: Smooth, high-impact thermoplastic.
 - 4. Material for Damp Locations: Thermoplastic with spring-loaded lift cover, and listed and labeled for use in wet and damp locations while in use.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant thermoplastic with lockable cover.

2.9 FINISHES

- A. Device Color:
 - 1. Wiring Devices Connected to Normal Power System: As selected by Architect, unless otherwise indicated or required by NFPA 70 or device listing.
- B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.

3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
- D. Device Installation:
1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
 - 10. Provide sealant to seal all air spaces between device box and gypsum board.**
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Dimmers:
1. Install dimmers within terms of their listing.
 2. Verify that dimmers used for fan speed control are listed for that application.
 3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.
- H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- I. Adjust locations of service poles to suit arrangement of partitions and furnishings.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:

1. Test Instruments: Use instruments that comply with UL 1436.
2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

- B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

- C. Wiring device will be considered defective if it does not pass tests and inspections.

- D. Prepare test and inspection reports.

END OF SECTION 262726

7.10 Affidavit, Agreement, Release and Partial Lien/Final Waiver Release

**CONTRACTOR NAME
STREET ADDRESS
CITY, STATE, ZIP**

**Affidavit, Agreement, Release and Partial Lien/Final Waiver Release
(Partial Waiver of Lien)**

Project: _____

Location: _____

County of: _____

State of: _____

Contractor: _____ Being first duly sworn, says that he/she is the _____ of company _____ and is authorized to bind the company to this instrument.

He/She is familiar with the company's in connection with the contract dated _____ between his/her company and the Owner (The Havens at Willow Oaks, LLC).

To the best of our knowledge, the company has properly and completely performed all services and has furnished materials required by such contract through _____ (company name), and on behalf of the company warrants that it has done so.

To the best of our knowledge and on behalf of the company, we warrant that all suppliers, vendors, and subcontractors have been paid within their terms and conditions, and has settled all claims for which payment is or will be due as of the date of submission of this form.

To the best of our knowledge and on behalf of the Company, we warrant that no one has any right as of the date of submission of this document, to file or to enforce a lien on account of furnishings such services or material. On behalf of the Company, we agree that upon receipt of the sum of \$ _____ as () progress () final payment to date under the contract, which represents the full amount due to the Company as of _____ less and except that balance in the amount of \$ _____ still being withheld, does hereby waive and release any and all claims against the Owner and that if such claim is asserted or lien is filed, the Company will indemnify and save harmless the owner from any loss, damage, or expense arising there from.

In Witness Thereof, this Affidavit, Partial Waiver of Lien and Release has been executed on this _____ day of _____, 2023.

Witness: _____

Company Name: _____

Signature: _____

Print Name: _____

Subscribed and sworn to me this ____ day of _____, 2023

My Commission expires: _____

Seal:

Notary Public: _____

ATTATCHMENTS: CERTIFIED BONDING COMPANIES

Certified Companies

ACCREDITED SURETY AND CASUALTY COMPANY, INC. (NAIC #26379)

BUSINESS ADDRESS: PO Box 140855, Orlando, FL 32814. PHONE: (407) 629-2131. UNDERWRITING LIMITATION b/: \$6,940,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

ACE American Insurance Company (NAIC #22667)

BUSINESS ADDRESS: 436 Walnut Street P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$463,680,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ACE Property and Casualty Insurance Company (NAIC #20699)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$300,447,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ACSTAR INSURANCE COMPANY (NAIC #22950)

BUSINESS ADDRESS: 30 SOUTH ROAD, FARMINGTON, CT 06032. PHONE: (860) 415-8400. UNDERWRITING LIMITATION b/: \$2,232,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

ACUITY, A Mutual Insurance Company (NAIC #14184)

BUSINESS ADDRESS: 2800 South Taylor Drive, P.O. Box 58, Sheboygan, WI 53082 - 0058. PHONE: (920) 458-9131. UNDERWRITING LIMITATION b/: \$223,141,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, GA, ID, IL, IN, IA, KS, KY, ME, MI, MN, MS, MO, MT, NE, NV, NH, NM, ND, OH, OK, OR, PA, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Aegis Security Insurance Company (NAIC #33898)

BUSINESS ADDRESS: P.O. Box 3153, Harrisburg, PA 17105. PHONE: (717) 657-9671. UNDERWRITING LIMITATION b/: \$6,554,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ALL AMERICA INSURANCE COMPANY (NAIC #20222)

BUSINESS ADDRESS: P.O. BOX 351, VAN WERT, OH 45891 - 0351. PHONE: (419) 238-1010. UNDERWRITING LIMITATION b/: \$16,305,000. SURETY LICENSES c,f/: AZ, AR, CA, CO, CT, GA, ID, IL, IN, IA, KY, ME, MD, MA, MI, MN, MS, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, SC, TN, TX, UT, VT, VA, WA, WI. INCORPORATED IN: Ohio.

Allegheny Casualty Company (NAIC #13285)

BUSINESS ADDRESS: One Newark Center, 20th Floor, Newark, NJ 07102. PHONE: (800) 333-4167. UNDERWRITING LIMITATION b/: \$2,578,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Jersey.

ALLEGHENY SURETY COMPANY (NAIC #34541)

BUSINESS ADDRESS: 4217 Steubenville Pike, Pittsburgh, PA 15205. PHONE: (412) 921-3077. UNDERWRITING LIMITATION b/: \$275,000. SURETY LICENSES c,f/: PA. INCORPORATED IN: Pennsylvania.

ALLIED Property and Casualty Insurance Company (NAIC #42579)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., FSSC-RR, COLUMBUS, OH 43215 - 2220. PHONE: (515) 508-4211. UNDERWRITING LIMITATION b/: \$6,046,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NY, ND, OH, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Allied World Insurance Company (NAIC #22730)

BUSINESS ADDRESS: 199 Water Street, New York, NY 10038. PHONE: (646) 794-0500. UNDERWRITING LIMITATION b/: \$65,495,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

Allied World Specialty Insurance Company (NAIC #16624)

BUSINESS ADDRESS: 199 WATER STREET, NEW YORK, NY 10038. PHONE: (646) 794-0500. UNDERWRITING LIMITATION b/: \$36,400,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

AMCO Insurance Company (NAIC #19100)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., FSSC-RR, COLUMBUS, OH 43215 - 2220. PHONE: (515) 508-4211. UNDERWRITING LIMITATION b/: \$21,878,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, ME, MD, MI, MN, MS, MO, MT, NE, NV, NY, NC, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

AMERICAN ALTERNATIVE INSURANCE CORPORATION (NAIC #19720)

BUSINESS ADDRESS: 555 COLLEGE ROAD EAST - P.O. BOX 5241, PRINCETON, NJ 08543. PHONE: (609) 243-4200. UNDERWRITING LIMITATION b/: \$21,050,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA (NAIC #10111)

BUSINESS ADDRESS: 11222 QUAIL ROOST DRIVE, MIAMI, FL 33157 - 6596. PHONE: (305) 253-2244. UNDERWRITING LIMITATION b/: \$61,920,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Florida.

American Casualty Company of Reading, Pennsylvania (NAIC #20427)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606. PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: \$12,363,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

AMERICAN CONTRACTORS INDEMNITY COMPANY (NAIC #10216)

BUSINESS ADDRESS: 801 South Figueroa Street, Suite 700, Los Angeles, CA 90017. PHONE: (310) 649-0990. UNDERWRITING LIMITATION b/: \$12,883,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY. INCORPORATED IN: California.

American Fire and Casualty Company (NAIC #24066)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$4,178,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

American Guarantee and Liability Insurance Company (NAIC #26247)

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: \$18,279,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

American Home Assurance Company (NAIC #19380)

BUSINESS ADDRESS: 175 WATER STREET, 18TH FLOOR, NEW YORK, NY 10038. PHONE: (212) 770-7000. UNDERWRITING LIMITATION b/: \$599,379,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

AMERICAN ROAD INSURANCE COMPANY (THE) (NAIC #19631)

BUSINESS ADDRESS: One American Road, MD 7600, Dearborn, MI 48126 - 2701. PHONE: (313) 337-1102. UNDERWRITING LIMITATION b/: \$31,719,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

American Select Insurance Company (NAIC #19992)

BUSINESS ADDRESS: P.O. BOX 5001, Westfield Center, OH 44251 - 5001. PHONE: (330) 887-0101. UNDERWRITING LIMITATION b/: \$13,661,000. SURETY LICENSES c,f/: AL, CO, DE, GA, IL, IN, IA, KY, MI, MN, NC, ND, OH, OK, PA, TN, VA, WV, WI. INCORPORATED IN: Ohio.

American Southern Insurance Company (NAIC #10235)

BUSINESS ADDRESS: P O Box 723030, Atlanta, GA 31139 - 0030. PHONE: (404) 266-9599. UNDERWRITING LIMITATION b/: \$4,583,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, DC, FL, GA, IL, IN, KS, KY, MD, MI, MN, MS, MO, NE, NJ, NY, NC, OH, PA, SC, TN, UT, VA, WA, WV, WI, WY. INCORPORATED IN: Kansas.

American Surety Company (NAIC #31380)

BUSINESS ADDRESS: 250 East 96th Street, Suite 202, Indianapolis, IN 46240. PHONE: (317) 875-8700. UNDERWRITING LIMITATION b/: \$1,024,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY. INCORPORATED IN: Indiana.

Amerisure Insurance Company (NAIC #19488)

BUSINESS ADDRESS: P. O. Box 2060, Farmington Hills, MI 48331 - 3586. PHONE: (248) 615-9000. UNDERWRITING LIMITATION b/: \$21,986,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

Amerisure Mutual Insurance Company (NAIC #23396)

BUSINESS ADDRESS: P. O. Box 2060, Farmington Hills, MI 48331 - 3586. PHONE: (248) 615-9000. UNDERWRITING LIMITATION b/: \$74,242,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

Amerisure Partners Insurance Company (NAIC #11050)

BUSINESS ADDRESS: P. O. Box 2060, Farmington Hills, MI 48331 - 3586. PHONE: (248) 615-9000. UNDERWRITING LIMITATION b/: \$4,615,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

Antilles Insurance Company (NAIC #10308)

BUSINESS ADDRESS: PO Box 9023507, San Juan, PR 00902 - 3507. PHONE: (787) 474-4900. UNDERWRITING LIMITATION b/: \$4,057,000. SURETY LICENSES c,f/: PR. INCORPORATED IN: Puerto Rico.

Arch Insurance Company (NAIC #11150)

BUSINESS ADDRESS: Harborside 3, 210 Hudson Street, Suite 300, JERSEY CITY, NJ 07311 - 1107. PHONE: (201) 743-4000. UNDERWRITING LIMITATION b/: \$95,546,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Missouri.

Arch Reinsurance Company (NAIC #10348)

BUSINESS ADDRESS: 445 South Street, Suite 220, P.O. Box 1988, Morristown, NJ 07962 - 1988. PHONE: (973) 898-9575. UNDERWRITING LIMITATION b/: \$34,635,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV. INCORPORATED IN: Delaware.

Argonaut Insurance Company (NAIC #19801)

BUSINESS ADDRESS: P.O. BOX 469011, SAN ANTONIO, TX 78246. PHONE: (800) 470-7958. UNDERWRITING LIMITATION b/: \$95,621,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

ASPEN AMERICAN INSURANCE COMPANY (NAIC #43460)

BUSINESS ADDRESS: 175 Capital Boulevard, Suite 300, Rocky Hill, CT 06067. PHONE: (860) 258-3500. UNDERWRITING LIMITATION b/: \$50,238,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Texas.

Atlantic Specialty Insurance Company (NAIC #27154)

BUSINESS ADDRESS: 605 Highway 169 North, Suite 800, Plymouth, MN 55441. PHONE: (952) 852-2431. UNDERWRITING LIMITATION b/: \$74,685,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

Auto-Owners Insurance Company (NAIC #18988)

BUSINESS ADDRESS: P.O. BOX 30660, LANSING, MI 48909 - 8160.

PHONE: (517) 323-1200. UNDERWRITING LIMITATION b/:

\$1,207,816,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, FL, GA, ID, IL, IN, IA, KS, KY, MI, MN, MS, MO, NE, NV, NM, NC, ND, OH, OR, PA, SC, SD, TN, UT, VA, WA, WI. INCORPORATED IN: Michigan.

AXIS Insurance Company (NAIC #37273)

BUSINESS ADDRESS: 11680 Great Oaks Way, Ste. 500, Alpharetta, GA

30022. PHONE: (678) 746-9400. UNDERWRITING LIMITATION b/:

\$57,136,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

AXIS Reinsurance Company (NAIC #20370)

BUSINESS ADDRESS: 11680 Great Oaks Way, Suite 500, Alpharetta, GA

30022. PHONE: (678) 746-9400. UNDERWRITING LIMITATION b/:

\$95,788,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

Bankers Insurance Company (NAIC #33162)

BUSINESS ADDRESS: P.O. BOX 15707, ST. PETERSBURG, FL 33733.

PHONE: (727) 823-4000. UNDERWRITING LIMITATION b/: \$7,668,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

Bankers Standard Insurance Company (NAIC #18279)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia,

PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/:

\$20,469,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Beazley Insurance Company, Inc. (NAIC #37540)

BUSINESS ADDRESS: 30 Batterson Park Road, Farmington, CT 06032.

PHONE: (860) 677-3700. UNDERWRITING LIMITATION b/: \$20,504,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Berkley Insurance Company (NAIC #32603)

BUSINESS ADDRESS: 475 STEAMBOAT ROAD, GREENWICH, CT 06830.
PHONE: (203) 542-3800. UNDERWRITING LIMITATION b/: \$500,230,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Berkley Regional Insurance Company (NAIC #29580)

BUSINESS ADDRESS: PO BOX 9190, DES MOINES, IA 50306 - 9190.
PHONE: (515) 473-3000. UNDERWRITING LIMITATION b/: \$78,155,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Berkshire Hathaway Homestate Insurance Company (NAIC #20044)

BUSINESS ADDRESS: 1314 Douglas Street, Suite 1300, Omaha, NE 68102 - 1944. PHONE: (402) 393-7255. UNDERWRITING LIMITATION b/: \$186,907,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Nebraska.

Berkshire Hathaway Specialty Insurance Company (NAIC #22276)

BUSINESS ADDRESS: 1314 Douglas Street, Suite 1400, Omaha, NE 68102 - 1944. PHONE: (402) 916-3000. UNDERWRITING LIMITATION b/: \$397,419,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Nebraska.

BITCO GENERAL INSURANCE CORPORATION (NAIC #20095)

BUSINESS ADDRESS: 3700 MARKET SQUARE CIRCLE, DAVENPORT, IA 52807. PHONE: (800) 475-4477. UNDERWRITING LIMITATION b/: \$27,973,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

BOND SAFEGUARD INSURANCE COMPANY (NAIC #27081)

BUSINESS ADDRESS: 10002 Shelbyville Road, Suite 100, Louisville, KY 40223 - 2979. PHONE: (615) 553-9500. UNDERWRITING LIMITATION b/: \$4,473,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, KS, KY, LA, ME, MD, MA, MN, MS, MO, MP, MT, NV, NH, NJ, NM, NC, ND, OH, OK, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: South Dakota.

Bondex Insurance Company (NAIC #12965)

BUSINESS ADDRESS: 30A Vreeland Road, Suite 120 PO Box 6, Florham Park, NJ 07932. PHONE: (973) 377-7000. UNDERWRITING LIMITATION b/: \$463,000. SURETY LICENSES c,f/: DE, NJ, NY, PA. INCORPORATED IN: New Jersey.

Boston Indemnity Company, Inc. (NAIC #30279)

BUSINESS ADDRESS: 800 Gessner Suite 600 , Houston, TX 77024. PHONE: (713) 935-4800. UNDERWRITING LIMITATION b/: \$2,595,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CT, DE, DC, FL, GA, HI, ID, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: South Dakota.

Brierfield Insurance Company (NAIC #10993)

BUSINESS ADDRESS: 6300 University Parkway, Sarasota, FL 34240 - 8424. PHONE: (800) 226-3224. UNDERWRITING LIMITATION b/: \$962,000. SURETY LICENSES c,f/: AL, AR, FL, GA, MS, TN. INCORPORATED IN: Mississippi.

BRITISH AMERICAN INSURANCE COMPANY (NAIC #32875)

BUSINESS ADDRESS: P.O. Box 1590, Dallas, TX 75221 - 1590. PHONE: (214) 443-5500. UNDERWRITING LIMITATION b/: \$3,472,000. SURETY LICENSES c,f/: TX. INCORPORATED IN: Texas.

Capitol Indemnity Corporation (NAIC #10472)

BUSINESS ADDRESS: P.O. Box 5900, Madison, WI 53705 - 0900. PHONE: (608) 829-4200. UNDERWRITING LIMITATION b/: \$22,182,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Carolina Casualty Insurance Company (NAIC #10510)

BUSINESS ADDRESS: PO BOX 9190, DES MOINES, IA 50306 - 9190.

PHONE: (904) 363-0900. UNDERWRITING LIMITATION b/: \$10,792,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Centennial Casualty Company (NAIC #34568)

BUSINESS ADDRESS: 2200 Woodcrest Place, Suite 200, Birmingham, AL

35209. PHONE: (205) 414-2600. UNDERWRITING LIMITATION b/:

\$9,583,000. SURETY LICENSES c,f/: AL. INCORPORATED IN: Alabama.

CENTRAL MUTUAL INSURANCE COMPANY (NAIC #20230)

BUSINESS ADDRESS: P.O. BOX 351, VAN WERT, OH 45891 - 0351.

PHONE: (419) 238-1010. UNDERWRITING LIMITATION b/: \$73,379,000.

SURETY LICENSES c,f/: AZ, AR, CA, CO, CT, DE, GA, ID, IL, IN, IA, KY, ME, MD, MA, MI, MN, MS, MT, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, SC, TN, TX, UT, VT, VA, WA, WI. INCORPORATED IN: Ohio.

CENTURY SURETY COMPANY (NAIC #36951)

BUSINESS ADDRESS: 550 Polaris Parkway, Westerville, OH 43082. PHONE:

(614) 895-2000. UNDERWRITING LIMITATION b/: \$4,547,000. SURETY

LICENSES c,f/: OH, WV. INCORPORATED IN: Ohio.

CERITY INSURANCE COMPANY (NAIC #10006)

BUSINESS ADDRESS: 10375 PROFESSIONAL CIRCLE, RENO, NV 89521.

PHONE: (775) 327-2700. UNDERWRITING LIMITATION b/: \$4,670,000.

SURETY LICENSES c,f/: AL, AZ, CA, CO, DE, DC, ID, IL, IN, IA, KS, KY, MD, MI, MN, MS, MT, NE, NJ, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TX, UT, VT, VA, WA, WV, WI. INCORPORATED IN: New York.

Charter Oak Fire Insurance Company (The) (NAIC #25615)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$23,435,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Cherokee Insurance Company (NAIC #10642)

BUSINESS ADDRESS: 34200 Mound Road, Sterling Heights, MI 48310.
PHONE: (800) 201-0450 x-3400. UNDERWRITING LIMITATION b/:
\$22,708,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, FL, GA,
ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ,
NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV,
WI, WY. INCORPORATED IN: Michigan.

CHUBB INDEMNITY INSURANCE COMPANY (NAIC #12777)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889.
PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$17,881,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI,
ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH,
NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA,
WV, WI, WY. INCORPORATED IN: New York.

Cincinnati Casualty Company (The) (NAIC #28665)

BUSINESS ADDRESS: P.O. Box 145496, Cincinnati, OH 45250 - 5496.
PHONE: (513) 870-2000. UNDERWRITING LIMITATION b/: \$43,673,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI,
ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH,
NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA,
WV, WI, WY. INCORPORATED IN: Ohio.

CINCINNATI INDEMNITY COMPANY, THE (NAIC #23280)

BUSINESS ADDRESS: P.O. BOX 145496, CINCINNATI, OH 45250 - 5496.
PHONE: (513) 870-2000. UNDERWRITING LIMITATION b/: \$11,109,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI,
ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH,
NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA,
WV, WI, WY. INCORPORATED IN: Ohio.

Cincinnati Insurance Company (The) (NAIC #10677)

BUSINESS ADDRESS: P.O. BOX 145496, CINCINNATI, OH 45250 - 5496.
PHONE: (513) 870-2000. UNDERWRITING LIMITATION b/: \$507,186,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI,
ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH,
NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA,
WA, WV, WI, WY. INCORPORATED IN: Ohio.

CITIZENS INSURANCE COMPANY OF AMERICA (NAIC #31534)

BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002. PHONE: (508) 853-7200. UNDERWRITING LIMITATION b/: \$70,712,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, GA, HI, IL, IN, IA, KS, ME, MD, MA, MI, MN, MS, MO, MT, NE, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI. INCORPORATED IN: Michigan.

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY (NAIC #34347)

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: \$2,128,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

COLONIAL SURETY COMPANY (NAIC #10758)

BUSINESS ADDRESS: 123 Tice Boulevard, Suite 250, Woodcliff Lake, NJ 07677. PHONE: (201) 573-8788. UNDERWRITING LIMITATION b/: \$5,115,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Continental Casualty Company (NAIC #20443)

BUSINESS ADDRESS: 151 N. Franklin St., CHICAGO, IL 60606. PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: \$730,775,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

CONTINENTAL HERITAGE INSURANCE COMPANY (NAIC #39551)

BUSINESS ADDRESS: 200 Park Avenue, Suite 400, Orange Village, OH 44122. PHONE: (800) 220-1439. UNDERWRITING LIMITATION b/: \$2,698,000. SURETY LICENSES c,f/: AZ, CA, CO, DC, FL, GA, ID, IL, IN, IA, KY, LA, ME, MD, MI, MN, MS, NE, NV, NJ, ND, OH, PA, SC, SD, TN, TX, UT, VA, WA, WV, WY. INCORPORATED IN: Florida.

Continental Insurance Company (The) (NAIC #35289)

BUSINESS ADDRESS: 151 N. Franklin St., CHICAGO, IL 60606. PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: \$168,493,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

CONTRACTORS BONDING AND INSURANCE COMPANY (NAIC #37206)

BUSINESS ADDRESS: 9025 N. Lindbergh Drive, Peoria, IL 61615. PHONE: (309) 692-1000. UNDERWRITING LIMITATION b/: \$11,829,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Cooperativa de Seguros Multiples de Puerto Rico (NAIC #18163)

BUSINESS ADDRESS: PO BOX 363846, SAN JUAN, PR 00936 - 3846. PHONE: (787) 622-3575 x-2512. UNDERWRITING LIMITATION b/: \$15,365,000. SURETY LICENSES c,f/: PR. INCORPORATED IN: Puerto Rico.

CorePointe Insurance Company (NAIC #10499)

BUSINESS ADDRESS: PO BOX 812319, BOCA RATON, FL 33481 - 2319. PHONE: (800) 782-9164. UNDERWRITING LIMITATION b/: \$1,486,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Crestbrook Insurance Company (NAIC #18961)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., FSSC-RR, COLUMBUS, OH 43215 - 2220. PHONE: (480) 365-4000. UNDERWRITING LIMITATION b/: \$4,764,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

CUMIS INSURANCE SOCIETY, INC. (NAIC #10847)

BUSINESS ADDRESS: 5910 MINERAL POINT ROAD, MADISON, WI 53705. PHONE: (608) 238-5851. UNDERWRITING LIMITATION b/: \$95,961,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Iowa.

CUMIS Specialty Insurance Company, Inc. (NAIC #12758)

BUSINESS ADDRESS: 5910 MINERAL POINT ROAD, MADISON, WI 53705.
PHONE: (608) 238-5851. UNDERWRITING LIMITATION b/: \$4,901,000.
SURETY LICENSES c,f/: AL, CA, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY,
MD, MA, MI, MN, MO, NE, NV, NJ, NY, NC, OH, OK, OR, PA, SC, SD, TX, UT,
VA, WA, WI, WY. INCORPORATED IN: Iowa.

Developers Surety and Indemnity Company (NAIC #12718)

BUSINESS ADDRESS: P.O. BOX 19725, IRVINE, CA 92623 - 9725. PHONE:
(949) 263-3300. UNDERWRITING LIMITATION b/: \$13,946,000. SURETY
LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN,
IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY,
NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI,
WY. INCORPORATED IN: California.

DONEGAL MUTUAL INSURANCE COMPANY (NAIC #13692)

BUSINESS ADDRESS: 1195 RIVER ROAD, MARIETTA, PA 17547 - 0302.
PHONE: (717) 426-1931. UNDERWRITING LIMITATION b/: \$30,375,000.
SURETY LICENSES c,f/: AL, GA, IL, IA, MI, OH, PA, SC, SD, TN, UT.
INCORPORATED IN: Pennsylvania.

Employers Insurance Company of Wausau (NAIC #21458)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE:
(617) 357-9500 x-41177. UNDERWRITING LIMITATION b/:
\$165,094,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE,
DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO,
MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD,
TN, TX, UT, VT, VA, VI, WA, WV, WI. INCORPORATED IN: Wisconsin.

Employers Mutual Casualty Company (NAIC #21415)

BUSINESS ADDRESS: P. O. BOX 712, DES MOINES, IA 50306 - 0712.
PHONE: (515) 280-2511. UNDERWRITING LIMITATION b/: \$158,518,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI,
ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH,
NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA,
WV, WI, WY. INCORPORATED IN: Iowa.

Endurance American Insurance Company (NAIC #10641)

BUSINESS ADDRESS: 4 MANHATTANVILLE ROAD, PURCHASE, NY 10577.
PHONE: (914) 468-8000. UNDERWRITING LIMITATION b/: \$73,139,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID,
IL, IN, IA, KS, KY, LA, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY,
NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI,
WY. INCORPORATED
IN: Delaware.

Endurance Assurance Corporation (NAIC #11551)

BUSINESS ADDRESS: 4 MANHATTANVILLE ROAD, PURCHASE, NY 10577.
PHONE: (914) 468-8000. UNDERWRITING LIMITATION b/: \$93,748,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Erie Insurance Company (NAIC #26263)

BUSINESS ADDRESS: 100 ERIE INSURANCE PLACE, ERIE, PA 16530.
PHONE: (814) 870-2000. UNDERWRITING LIMITATION b/: \$38,141,000.
SURETY LICENSES c,f/: DC, IL, IN, KY, MD, MN, NY, NC, OH, PA, TN, VA, WV, WI. INCORPORATED IN: Pennsylvania.

Euler Hermes North America Insurance Company (NAIC #20516)

BUSINESS ADDRESS: 800 Red Brook Blvd, Owings Mills, MD 21117.
PHONE: (877) 883-3224. UNDERWRITING LIMITATION b/: \$21,080,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WI, WY. INCORPORATED IN: Maryland.

Everest National Insurance Company (NAIC #10120)

BUSINESS ADDRESS: P.O. Box 830, Liberty Corner, NJ 07938 - 0830.
PHONE: (908) 604-3000. UNDERWRITING LIMITATION b/: \$18,844,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Everest Reinsurance Company (NAIC #26921)

BUSINESS ADDRESS: P.O. Box 830, Liberty Corner, NJ 07938 - 0830.
PHONE: (908) 604-3000. UNDERWRITING LIMITATION b/: \$355,070,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Evergreen National Indemnity Company (NAIC #12750)

BUSINESS ADDRESS: 6140 PARKLAND BLVD, STE 321, MAYFIELD HEIGHTS, OH 44124. PHONE: (440) 229-3420. UNDERWRITING LIMITATION b/: \$3,694,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WY. INCORPORATED IN: Ohio.

Executive Risk Indemnity Inc. (NAIC #35181)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889.

PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$159,242,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Explorer Insurance Company (NAIC #40029)

BUSINESS ADDRESS: P.O. BOX 509039, SAN DIEGO, CA 92150. PHONE: (858) 350-2400 x-2550. UNDERWRITING LIMITATION b/: \$18,270,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI. INCORPORATED IN: California.

Fair American Insurance and Reinsurance Company (NAIC #35157)

BUSINESS ADDRESS: One Liberty Plaza, 165 Broadway, New York, NY 10006. PHONE: (212) 365-2200. UNDERWRITING LIMITATION b/: \$20,652,000. SURETY LICENSES c,f/: AL, AK, AZ, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

Farmers Alliance Mutual Insurance Company (NAIC #19194)

BUSINESS ADDRESS: P.O. Box 1401, McPherson, KS 67460. PHONE: (620) 241-2200. UNDERWRITING LIMITATION b/: \$19,568,000. SURETY LICENSES c,f/: CO, ID, IA, KS, MN, MO, MT, NE, NM, ND, OK, SD. INCORPORATED IN: Kansas.

Farmington Casualty Company (NAIC #41483)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$28,328,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

FCCI Insurance Company (NAIC #10178)

BUSINESS ADDRESS: 6300 University Parkway, Sarasota, FL 34240 - 8424. PHONE: (800) 226-3224. UNDERWRITING LIMITATION b/: \$62,450,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, DC, FL, GA, IL, IN, IA, KS, KY, LA, MD, MI, MS, MO, MT, NE, NM, NC, ND, OH, OK, PA, SC, SD, TN, TX, UT, VA, WV, WI, WY. INCORPORATED IN: Florida.

Federal Insurance Company (NAIC #20281)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$386,053,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Indiana.

FEDERATED MUTUAL INSURANCE COMPANY (NAIC #13935)

BUSINESS ADDRESS: 121 EAST PARK SQUARE, OWATONNA, MN 55060.
PHONE: (507) 455-5200. UNDERWRITING LIMITATION b/: \$373,825,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Minnesota.

Fidelity and Deposit Company of Maryland (NAIC #39306)

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/: \$28,150,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

FIDELITY AND GUARANTY INSURANCE COMPANY (NAIC #35386)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$1,856,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Fidelity and Guaranty Insurance Underwriters, Inc. (NAIC #25879)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$8,959,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Financial Casualty & Surety, Inc. (NAIC #35009)

BUSINESS ADDRESS: 3131 EASTSIDE, SUITE 250, HOUSTON, TX 77098. PHONE: (877) 737-2245. UNDERWRITING LIMITATION b/: \$1,268,000. SURETY LICENSES c,f/: AZ, CA, CT, DE, FL, GA, ID, IN, IA, KS, LA, MD, MI, MN, MS, MO, MT, NV, NJ, NY, NC, ND, OH, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV. INCORPORATED IN: Texas.

Financial Pacific Insurance Company (NAIC #31453)

BUSINESS ADDRESS: P.O. BOX 73909, CEDAR RAPIDS, IA 52407 - 3909. PHONE: (319) 399-5700. UNDERWRITING LIMITATION b/: \$10,228,000. SURETY LICENSES c,f/: AK, AZ, AR, CA, CO, FL, ID, IL, IA, KS, MN, MO, MT, NE, NV, NM, ND, OK, OR, SD, TX, UT, WA, WI. INCORPORATED IN: California.

Fireman's Fund Insurance Company (NAIC #21873)

BUSINESS ADDRESS: 225 W. WASHINGTON STREET, SUITE 1800, CHICAGO, IL 60606 - 3484. PHONE: (888) 466-7883. UNDERWRITING LIMITATION b/: \$129,225,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: California.

First Founders Assurance Company (NAIC #12150)

BUSINESS ADDRESS: 6 Mill Ridge Lane, Chester, NJ 07930 - 2486. PHONE: (908) 879-0990. UNDERWRITING LIMITATION b/: \$526,000. SURETY LICENSES c,f/: NJ, NY. INCORPORATED IN: New Jersey.

First Insurance Company of Hawaii, Ltd. (NAIC #41742)

BUSINESS ADDRESS: PO Box 2866, Honolulu, HI 96803. PHONE: (808) 527-7777. UNDERWRITING LIMITATION b/: \$26,607,000. SURETY LICENSES c,f/: GU, HI. INCORPORATED IN: Hawaii.

First Liberty Insurance Corporation (The) (NAIC #33588)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$2,049,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

First Net Insurance Company (NAIC #10972)

BUSINESS ADDRESS: 424 WEST O'BRIEN DRIVE, STE 202, HAGATNA, GU 96910. PHONE: (671) 477-8613. UNDERWRITING LIMITATION b/: \$1,393,000. SURETY LICENSES c,f/: GU, MP. INCORPORATED IN: Guam.

Frankenmuth Mutual Insurance Company (NAIC #13986)

BUSINESS ADDRESS: One Mutual Avenue, Frankenmuth, MI 48787 - 0001. PHONE: (989) 652-6121. UNDERWRITING LIMITATION b/: \$68,532,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

General Casualty Company Of Wisconsin (NAIC #24414)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596. PHONE: (800) 362-5448. UNDERWRITING LIMITATION b/: \$24,997,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

General Reinsurance Corporation (NAIC #22039)

BUSINESS ADDRESS: 120 LONG RIDGE ROAD, STAMFORD, CT 06902 - 1843. PHONE: (203) 328-5000. UNDERWRITING LIMITATION b/: \$1,210,393,000. SURETY LICENSES c,f/: AL, AK, AZ, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

GRANGE INSURANCE COMPANY (NAIC #14060)

BUSINESS ADDRESS: PO Box 1218, Columbus, OH 43216 - 1218. PHONE: (614) 445-2900. UNDERWRITING LIMITATION b/: \$140,162,000. SURETY LICENSES c,f/: AL, GA, IL, IN, IA, KS, KY, MN, MO, OH, PA, SC, TN, VA, WI. INCORPORATED IN: Ohio.

GRANGE INSURANCE COMPANY OF MICHIGAN (NAIC #11136)

BUSINESS ADDRESS: P.O. Box 1218, Columbus, OH 43216 - 1218. PHONE: (614) 445-2900. UNDERWRITING LIMITATION b/: \$4,622,000. SURETY LICENSES c,f/: MI. INCORPORATED IN: Ohio.

GRANITE RE, INC. (NAIC #26310)

BUSINESS ADDRESS: 14001 Quailbrook Drive, Oklahoma City, OK 73134. PHONE: (405) 752-2600. UNDERWRITING LIMITATION b/: \$4,503,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Minnesota.

Granite State Insurance Company (NAIC #23809)

BUSINESS ADDRESS: 175 WATER STREET, 18TH FLOOR, NEW YORK, NY 10038. PHONE: (212) 770-7000. UNDERWRITING LIMITATION b/: \$3,585,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

GRAY CASUALTY & SURETY COMPANY (THE) (NAIC #10671)

BUSINESS ADDRESS: P.O. Box 6202, Metairie, LA 70009 - 6202. PHONE: (504) 888-7790. UNDERWRITING LIMITATION b/: \$1,656,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, DC, GA, IL, KY, LA, MD, MS, MO, NV, NM, NY, NC, OK, PA, SC, TN, TX. INCORPORATED IN: Louisiana.

GRAY INSURANCE COMPANY (THE) (NAIC #36307)

BUSINESS ADDRESS: P.O. BOX 6202, METAIRIE, LA 70009 - 6202. PHONE: (504) 888-7790. UNDERWRITING LIMITATION b/: \$11,620,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Louisiana.

Great American Alliance Insurance Company (NAIC #26832)

BUSINESS ADDRESS: 301 E Fourth Street, Cincinnati, OH 45202. PHONE: (513) 369-5000. UNDERWRITING LIMITATION b/: \$2,918,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Great American Insurance Company (NAIC #16691)

BUSINESS ADDRESS: 301 E Fourth Street, Cincinnati, OH 45202. PHONE: (513) 369-5000. UNDERWRITING LIMITATION b/: \$228,947,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Ohio.

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (NAIC #22136)

BUSINESS ADDRESS: 301 E Fourth Street, Cincinnati, OH 45202. PHONE: (513) 369-5000. UNDERWRITING LIMITATION b/: \$15,307,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

Great American Security Insurance Company (NAIC #31135)

BUSINESS ADDRESS: 301 E Fourth Street, Cincinnati, OH 45202. PHONE: (513) 369-5000. UNDERWRITING LIMITATION b/: \$1,603,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Great Midwest Insurance Company (NAIC #18694)

BUSINESS ADDRESS: 800 Gessner, Suite 600, Houston, TX 77024.
PHONE: (713) 935-0226. UNDERWRITING LIMITATION b/: \$10,286,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Texas.

Great Northern Insurance Company (NAIC #20303)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889.
PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$39,544,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

Guarantee Company of North America USA (The) (NAIC #36650)

BUSINESS ADDRESS: One Towne Square, Suite 1470, Southfield, MI 48076 - 3725. PHONE: (248) 281-0281 x-66012. UNDERWRITING LIMITATION b/: \$2,199,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Michigan.

Hanover Insurance Company (The) (NAIC #22292)

BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002. PHONE: (508) 853-7200. UNDERWRITING LIMITATION b/: \$167,365,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

HARCO NATIONAL INSURANCE COMPANY (NAIC #26433)

BUSINESS ADDRESS: 4200 SIX FORKS ROAD, SUITE 1400, RALEIGH, NC, 27609. PHONE: (919) 833-1600. UNDERWRITING LIMITATION b/: \$69,808,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Hartford Accident and Indemnity Company (NAIC #22357)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001.

PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$216,775,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Hartford Casualty Insurance Company (NAIC #29424)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001.

PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$90,952,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

Hartford Fire Insurance Company (NAIC #19682)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001.

PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/:

\$1,073,106,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Hartford Insurance Company of Illinois (NAIC #38288)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001.

PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$130,048,000.

SURETY LICENSES c,f/: AZ, AR, GA, IL, IN, KY, MD, MI, MS, MO, NV, NM, NY, NC, OK, OR, PA, RI, SC, TN, TX, UT, VT, VA, WA, WV. INCORPORATED IN: Illinois.

Hartford Insurance Company of the Midwest (NAIC #37478)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001.

PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$56,228,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

Hartford Insurance Company of the Southeast (NAIC #38261)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001.

PHONE: (860) 547-5000. UNDERWRITING LIMITATION b/: \$7,425,000.

SURETY LICENSES c,f/: AZ, AR, CT, DC, FL, GA, IN, KS, KY, LA, MD, MI, MS, MO, NE, NV, NM, OR, PA, RI, SC, TN, TX, UT, VT, VA, WA, WV. INCORPORATED IN: Connecticut.

Hudson Insurance Company (NAIC #25054)

BUSINESS ADDRESS: 100 William Street, 5th Floor, New York, NY 10038.
PHONE: (212) 978-2800. UNDERWRITING LIMITATION b/: \$47,715,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

IMT Insurance Company (NAIC #14257)

BUSINESS ADDRESS: P.O. Box 1336, Des Moines, IA 50306 - 1336.
PHONE: (515) 453-0777. UNDERWRITING LIMITATION b/: \$16,344,000.
SURETY LICENSES c,f/: AZ, IL, IA, MN, MO, NE, ND, SD, WI.
INCORPORATED IN: Iowa.

Indemnity Company of California (NAIC #25550)

BUSINESS ADDRESS: P. O. BOX 19725, IRVINE, CA 92623 - 9725. PHONE: (949) 263-3300. UNDERWRITING LIMITATION b/: \$871,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DE, DC, GA, HI, ID, IN, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY. INCORPORATED IN: California.

Indemnity Insurance Company of North America (NAIC #43575)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$15,786,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Indemnity National Insurance Company (NAIC #18468)

BUSINESS ADDRESS: 238 Bedford Way, Franklin, TN 37064. PHONE: (615) 592-5346. UNDERWRITING LIMITATION b/: \$7,534,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, MD, MA, MS, MO, MT, NE, NV, NH, NM, NC, ND, OH, OK, OR, PA, RI, SC, TN, TX, UT, VT, VA, WA, WV, WY. INCORPORATED IN: Mississippi.

Indiana Lumbermens Mutual Insurance Company (NAIC #14265)

BUSINESS ADDRESS: 2005 Market Street, Suite 1200, Philadelphia, PA 19103. PHONE: (267) 825-9204. UNDERWRITING LIMITATION b/: \$1,686,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

Inland Insurance Company (NAIC #23264)

BUSINESS ADDRESS: P.O. Box 80468 , Lincoln , NE 68501. PHONE: (402) 435-4302. UNDERWRITING LIMITATION b/: \$27,613,000. SURETY LICENSES c,f/: AZ, CO, IA, KS, MN, MO, MT, NE, ND, OK, SD, WY. INCORPORATED IN: Nebraska.

Insurance Company Of North America (NAIC #22713)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$26,302,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Insurance Company of the State of Pennsylvania (The) (NAIC #19429)

BUSINESS ADDRESS: 175 WATER STREET, 18TH FLOOR, NEW YORK, NY 10038. PHONE: (212) 770-7000. UNDERWRITING LIMITATION b/: \$4,418,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Insurance Company of the West (NAIC #27847)

BUSINESS ADDRESS: P.O. BOX 509039, SAN DIEGO, CA 92150. PHONE: (858) 350-2400. UNDERWRITING LIMITATION b/: \$105,272,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: California.

Insurors Indemnity Company (NAIC #43273)

BUSINESS ADDRESS: P.O. Box 32577, Waco, TX 76703. PHONE: (254) 759-3727. UNDERWRITING LIMITATION b/: \$2,837,000. SURETY LICENSES c,f/: AZ, AR, NM, OK, TX. INCORPORATED IN: Texas.

Integrity Insurance Company (NAIC #14303)

BUSINESS ADDRESS: P.O. Box 539, Appleton, WI 54912 - 0539. PHONE: (920) 734-4511. UNDERWRITING LIMITATION b/: \$6,287,000. SURETY LICENSES c,f/: IL, IA, MN, OH, WI. INCORPORATED IN: Ohio.

International Fidelity Insurance Company (NAIC #11592)

BUSINESS ADDRESS: One Newark Center , Newark , NJ 07102 - 5207.
PHONE: (973) 624-7200. UNDERWRITING LIMITATION b/: \$10,848,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New Jersey.

IRONSHORE INDEMNITY INC. (NAIC #23647)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500. UNDERWRITING LIMITATION b/: \$8,919,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Minnesota.

ISLAND INSURANCE COMPANY, LIMITED (NAIC #22845)

BUSINESS ADDRESS: P.O. Box 1520, Honolulu, HI 96806 - 1520. PHONE: (808) 564-8200. UNDERWRITING LIMITATION b/: \$12,545,000. SURETY LICENSES c,f/: HI. INCORPORATED IN: Hawaii.

LEXINGTON NATIONAL INSURANCE CORPORATION (NAIC #37940)

BUSINESS ADDRESS: P.O. BOX 6098, LUTHERVILLE, MD 21094. PHONE: (410) 625-0800. UNDERWRITING LIMITATION b/: \$1,890,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

Lexon Insurance Company (NAIC #13307)

BUSINESS ADDRESS: 10002 Shelbyville Rd, Suite 100, Louisville, KY 40223. PHONE: (615) 553-9500. UNDERWRITING LIMITATION b/: \$7,431,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Texas.

Liberty Insurance Corporation (NAIC #42404)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$22,983,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Liberty Mutual Fire Insurance Company (NAIC #23035)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$170,701,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Liberty Mutual Insurance Company (NAIC #23043)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$1,310,710,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Massachusetts.

LM Insurance Corporation (NAIC #33600)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$11,435,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Manufacturers Alliance Insurance Company (NAIC #36897)

BUSINESS ADDRESS: P.O. Box 3031, Blue Bell, PA 19422 - 0754. PHONE: (610) 397-5000. UNDERWRITING LIMITATION b/: \$7,792,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, ID, IN, KS, KY, LA, ME, MD, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, PA, RI, SC, SD, TN, UT, VT, VA, WA. INCORPORATED IN: Pennsylvania.

MARKEL INSURANCE COMPANY (NAIC #38970)

BUSINESS ADDRESS: 4521 Highwoods Parkway, Glen Allen, VA 23060. PHONE: (800) 431-1270 x-3888. UNDERWRITING LIMITATION b/: \$147,904,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Massachusetts Bay Insurance Company (NAIC #22306)

BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002. PHONE: (508) 853-7200. UNDERWRITING LIMITATION b/: \$6,459,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

Merchants Bonding Company (Mutual) (NAIC #14494)

BUSINESS ADDRESS: P.O BOX 14498, DES MOINES, IA 50306 - 3498.
PHONE: (515) 243-8171. UNDERWRITING LIMITATION b/: \$15,053,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Merchants National Bonding, Inc. (NAIC #11595)

BUSINESS ADDRESS: P.O. Box 14498, DES MOINES, IA 50306 - 3498.
PHONE: (515) 243-8171. UNDERWRITING LIMITATION b/: \$2,095,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Michigan Millers Mutual Insurance Company (NAIC #14508)

BUSINESS ADDRESS: P. O. Box 30060, Lansing, MI 48909 - 7560. PHONE: (517) 482-6211 x-5115. UNDERWRITING LIMITATION b/: \$7,824,000.
SURETY LICENSES c,f/: AZ, AR, CA, CO, GA, ID, IL, IN, IA, KS, KY, MI, MN, MO, MT, NE, NY, NC, ND, OH, OK, OR, PA, SD, TN, VA, WA, WI, WY.
INCORPORATED IN: Michigan.

Mid-Century Insurance Company (NAIC #21687)

BUSINESS ADDRESS: P.O. BOX 4402, WOODLAND HILLS, CA 91365.
PHONE: (818) 876-7924. UNDERWRITING LIMITATION b/: \$396,241,000.
SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, FL, GA, HI, ID, IL, IN, IA, KS, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SD, TN, TX, UT, VT, VA, WA, WI, WY. INCORPORATED IN: California.

MID-CONTINENT CASUALTY COMPANY (NAIC #23418)

BUSINESS ADDRESS: P.O. Box 1409, Tulsa, OK 74101. PHONE: (918) 587-7221. UNDERWRITING LIMITATION b/: \$15,191,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, FL, IL, IN, IA, KS, KY, LA, ME, MA, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, PA, RI, SC, TN, TX, UT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Motorists Commercial Mutual Insurance Company (NAIC #13331)

BUSINESS ADDRESS: 471 East Broad Street, Columbus, OH 43215.
PHONE: (614) 225-8211. UNDERWRITING LIMITATION b/: \$16,879,000.
SURETY LICENSES c,f/: AL, AS, AR, CO, DE, FL, HI, ID, IA, KY, LA, ME, MD, MA, MS, MO, NE, NV, NH, NJ, NM, NY, NC, ND, PR, SC, TN, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Motorists Mutual Insurance Company (NAIC #14621)

BUSINESS ADDRESS: 471 East Broad Street, Columbus, OH 43215.
PHONE: (614) 225-8211. UNDERWRITING LIMITATION b/: \$52,447,000.
SURETY LICENSES c,f/: AL, AS, AR, CO, DE, FL, HI, ID, IA, KY, LA, ME,
MD, MA, MS, MO, PR, SC, TN, UT, WV. INCORPORATED IN: Ohio.

Motors Insurance Corporation (NAIC #22012)

BUSINESS ADDRESS: 500 WOODWARD AVE, 14TH FLOOR, DETROIT, MI
48226. PHONE: (313) 656-3561. UNDERWRITING LIMITATION b/:
\$80,740,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC,
FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT,
NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT,
VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

Munich Reinsurance America, Inc. (NAIC #10227)

BUSINESS ADDRESS: 555 COLLEGE ROAD EAST - P.O. BOX 5241,
PRINCETON, NJ 08543. PHONE: (609) 243-4200. UNDERWRITING
LIMITATION b/: \$363,757,000. SURETY LICENSES c,f/: AL, AK, AZ, AR,
CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD,
MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR,
PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED
IN: Delaware.

National American Insurance Company (NAIC #23663)

BUSINESS ADDRESS: P.O. Box 9 , Chandler , OK 74834. PHONE: (405)
258-0804. UNDERWRITING LIMITATION b/: \$8,017,000. SURETY
LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN,
IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY,
NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI,
WY. INCORPORATED IN: Oklahoma.

National Casualty Company (NAIC #11991)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD, FSSC-RR,
COLUMBUS, OH 43215 - 2220. PHONE: (480) 365-4000. UNDERWRITING
LIMITATION b/: \$14,600,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA,
CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI,
MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI,
SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

**NATIONAL FARMERS UNION PROPERTY AND CASUALTY COMPANY
(NAIC #16217)**

BUSINESS ADDRESS: P.O. Box 3199, Winston-Salem, NC 27102 - 3199.
PHONE: (336) 435-2000. UNDERWRITING LIMITATION b/: \$3,959,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DE, DC, GA, HI, ID, IL, IN,
IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY,
NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI,
WY. INCORPORATED IN: North Carolina.

National Fire & Marine Insurance Company (NAIC #20079)

BUSINESS ADDRESS: 1314 Douglas Street, Suite 1400, Omaha, NE 68102
- 1944. PHONE: (402) 916-3000. UNDERWRITING LIMITATION b/:
\$833,384,000. SURETY LICENSES c,f/: NE. INCORPORATED IN: Nebraska.

National Fire Insurance Company of Hartford (NAIC #20478)

BUSINESS ADDRESS: 151 N. Franklin St., CHICAGO, IL 60606. PHONE:
(312) 822-5000. UNDERWRITING LIMITATION b/: \$10,279,000. SURETY
LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN,
IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY,
NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI,
WY. INCORPORATED IN: Illinois.

National Indemnity Company (NAIC #20087)

BUSINESS ADDRESS: 1314 Douglas Street, Suite 1400, Omaha, NE 68102
- 1944. PHONE: (402) 916-3000. UNDERWRITING LIMITATION b/:
\$16,187,542,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE,
DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE,
NV, NH, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA,
WV, WI, WY. INCORPORATED IN: Nebraska.

National Liability & Fire Insurance Company (NAIC #20052)

BUSINESS ADDRESS: 1314 Douglas Street, Suite 1400, Omaha, NE 68102
- 1944. PHONE: (402) 916-3000. UNDERWRITING LIMITATION b/:
\$142,233,000. SURETY LICENSES c,f/: AL, AK, CA, CT, DE, DC, HI, ID, IL,
IA, KS, KY, MD, MA, MI, MS, MO, NE, NH, NJ, NM, NY, ND, OH, OK, RI, SC,
SD, TX, UT, VT, VA, WA, WY. INCORPORATED IN: Connecticut.

NATIONAL TRUST INSURANCE COMPANY (NAIC #20141)

BUSINESS ADDRESS: 6300 University Parkway, Sarasota, FL 34240 -
8424. PHONE: (800) 226-3224. UNDERWRITING LIMITATION b/:
\$3,910,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, DC, FL, GA, IL,
IN, IA, KS, KY, LA, MD, MI, MT, MS, MO, NE, NM, NC, ND, OH, OK, PA, SC,
SD, TN, TX, UT, VA, WV, WI, WY. INCORPORATED IN: Indiana.

National Union Fire Insurance Company of Pittsburgh, PA (NAIC #19445)

BUSINESS ADDRESS: 175 WATER STREET, 18TH FLOOR, NEW YORK, NY 10038. PHONE: (212) 770-7000. UNDERWRITING LIMITATION b/: \$584,677,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Nationwide Agribusiness Insurance Company (NAIC #28223)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., FSSC-RR, COLUMBUS, OH 43215 - 2220. PHONE: (515) 508-3300. UNDERWRITING LIMITATION b/: \$26,347,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

Nationwide Mutual Insurance Company (NAIC #23787)

BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD., FSSC-RR, COLUMBUS, OH 43215 - 2220. PHONE: (614) 249-7111. UNDERWRITING LIMITATION b/: \$1,260,052,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Ohio.

NAVIGATORS INSURANCE COMPANY (NAIC #42307)

BUSINESS ADDRESS: 400 Atlantic Street, 8th Floor, Stamford, CT 06901. PHONE: (203) 905-6090. UNDERWRITING LIMITATION b/: \$98,571,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

New Hampshire Insurance Company (NAIC #23841)

BUSINESS ADDRESS: 175 WATER STREET, 18TH FLOOR, NEW YORK, NY 10038. PHONE: (212) 770-7000. UNDERWRITING LIMITATION b/: \$4,697,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

NEW YORK MARINE AND GENERAL INSURANCE COMPANY (NAIC #16608)

BUSINESS ADDRESS: 412 Mt. Kemble Ave, Suite 300C, Morristown, NJ 07960. PHONE: (800) 774-2755. UNDERWRITING LIMITATION b/: \$49,695,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

NGM Insurance Company (NAIC #14788)

BUSINESS ADDRESS: 55 WEST STREET, KEENE, NH 03431. PHONE: (904) 380-7282. UNDERWRITING LIMITATION b/: \$58,588,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

NORTH AMERICAN SPECIALTY INSURANCE COMPANY (NAIC #29874)

BUSINESS ADDRESS: 1200 MAIN ST. SUITE 800, KANSAS CITY, MO 64105 - 2478. PHONE: (816) 235-3700. UNDERWRITING LIMITATION b/: \$25,914,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

NOVA Casualty Company (NAIC #42552)

BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002. PHONE: (508) 853-7200. UNDERWRITING LIMITATION b/: \$9,769,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WY. INCORPORATED IN: New York.

Ohio Casualty Insurance Company (The) (NAIC #24074)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x-41177. UNDERWRITING LIMITATION b/: \$187,920,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

Ohio Farmers Insurance Company (NAIC #24104)

BUSINESS ADDRESS: P. O. Box 5001 , Westfield Center , OH 44251 - 5001. PHONE: (330) 887-0101. UNDERWRITING LIMITATION b/: \$251,618,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, DC, FL, GA, IL, IN, IA, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Ohio Indemnity Company (NAIC #26565)

BUSINESS ADDRESS: 250 E. Broad St., 7th Floor, Columbus, OH 43215 - 0000. PHONE: (614) 228-2800. UNDERWRITING LIMITATION b/: \$4,747,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Ohio Security Insurance Company (NAIC #24082)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x-41177. UNDERWRITING LIMITATION b/: \$1,409,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

Oklahoma Surety Company (NAIC #23426)

BUSINESS ADDRESS: P.O. Box 1409, Tulsa, OK 74101. PHONE: (918) 587-7221. UNDERWRITING LIMITATION b/: \$1,732,000. SURETY LICENSES c,f/: AR, KS, OH, OK, TX. INCORPORATED IN: Ohio.

OLD DOMINION INSURANCE COMPANY (NAIC #40231)

BUSINESS ADDRESS: 55 WEST STREET, KEENE, NH 03431. PHONE: (904) 380-7282. UNDERWRITING LIMITATION b/: \$3,477,000. SURETY LICENSES c,f/: CT, DE, FL, GA, ME, MD, MA, NH, NY, NC, PA, RI, SC, TN, VT, VA. INCORPORATED IN: Florida.

Old Republic General Insurance Corporation (NAIC #24139)

BUSINESS ADDRESS: 307 NORTH MICHIGAN AVENUE, CHICAGO, IL 60601. PHONE: (312) 346-8100. UNDERWRITING LIMITATION b/: \$73,323,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Old Republic Insurance Company (NAIC #24147)

BUSINESS ADDRESS: 631 EXCEL DRIVE, SUITE 200, MT. PLEASANT, PA 15666. PHONE: (724) 834-5000. UNDERWRITING LIMITATION b/: \$73,323,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Old Republic Surety Company (NAIC #40444)

BUSINESS ADDRESS: P.O. BOX 1635, MILWAUKEE, WI 53201 - 1635. PHONE: (262) 797-2640. UNDERWRITING LIMITATION b/: \$7,897,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, DC, FL, GA, ID, IL, IN, IA, KS, MD, MN, MS, MO, MT, NE, NV, NM, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Pacific Indemnity Company (NAIC #20346)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$337,101,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

PACIFIC INDEMNITY INSURANCE COMPANY (NAIC #18380)

BUSINESS ADDRESS: 348 WEST O'BRIEN DRIVE, HAGATNA, GU 96910. PHONE: (671) 477-8801. UNDERWRITING LIMITATION b/: \$2,484,000. SURETY LICENSES c,f/: GU, MP. INCORPORATED IN: Guam.

PARTNER REINSURANCE COMPANY OF THE U.S. (NAIC #38636)

BUSINESS ADDRESS: 200 First Stamford Place, Suite 400, Stamford, CT 06902. PHONE: (203) 485-4200. UNDERWRITING LIMITATION b/: \$108,024,000. SURETY LICENSES c,f/: AL, AZ, CA, CO, CT, DE, DC, GA, IL, IA, KS, LA, MD, MA, MI, MS, NE, NV, NJ, NM, NY, OH, OK, PA, SC, TX, UT, VA, WA, WV, WI. INCORPORATED IN: New York.

Pekin Insurance Company (NAIC #24228)

BUSINESS ADDRESS: 2505 COURT STREET, PEKIN, IL 61558 - 0001. PHONE: (309) 346-1161. UNDERWRITING LIMITATION b/: \$13,607,000. SURETY LICENSES c,f/: AZ, IL, IN, IA, OH, WI. INCORPORATED IN: Illinois.

Pennsylvania Manufacturers Indemnity Company (NAIC #41424)

BUSINESS ADDRESS: P.O. Box 3031, Blue Bell, PA 19422 - 0754. PHONE: (610) 397-5000. UNDERWRITING LIMITATION b/: \$8,689,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, ID, IN, KS, KY, LA, ME, MD, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, PA, RI, SC, SD, TN, UT, VT, VA, WA. INCORPORATED IN: Pennsylvania.

Pennsylvania Manufacturers' Association Insurance Company (NAIC #12262)

BUSINESS ADDRESS: P.O. Box 3031, Blue Bell, PA 19422 - 0754. PHONE: (610) 397-5000. UNDERWRITING LIMITATION b/: \$34,612,000. SURETY LICENSES c,f/: AL, AK, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IA, KS, KY, LA, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV. INCORPORATED IN: Pennsylvania.

Pennsylvania National Mutual Casualty Insurance Company (NAIC #14990)

BUSINESS ADDRESS: P. O. Box 2361, Harrisburg, PA 17105 - 2361. PHONE: (717) 234-4941. UNDERWRITING LIMITATION b/: \$65,052,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV. INCORPORATED IN: Pennsylvania.

PHILADELPHIA INDEMNITY INSURANCE COMPANY (NAIC #18058)

BUSINESS ADDRESS: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 -1403. PHONE: (610) 206-7836. UNDERWRITING LIMITATION b/: \$230,135,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

PLATTE RIVER INSURANCE COMPANY (NAIC #18619)

BUSINESS ADDRESS: P.O. Box 5900, Madison, WI 53705 - 0900. PHONE: (608) 829-4200. UNDERWRITING LIMITATION b/: \$5,182,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Nebraska.

Plaza Insurance Company (NAIC #30945)

BUSINESS ADDRESS: 518 East Broad Street, Columbus, OH 43215.
PHONE: (614) 464-5000. UNDERWRITING LIMITATION b/: \$2,505,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

ProCentury Insurance Company (NAIC #21903)

BUSINESS ADDRESS: 550 Polaris Parkway, Westerville, OH 43082. PHONE: (614) 895-2000. UNDERWRITING LIMITATION b/: \$3,560,000. SURETY LICENSES c,f/: AK, AZ, AR, CA, DE, DC, GA, IL, IN, IA, KS, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, ND, OK, OR, PA, SC, SD, TX, UT, WV, WI, WY. INCORPORATED IN: Michigan.

Progressive Casualty Insurance Company (NAIC #24260)

BUSINESS ADDRESS: P.O. BOX 89490, CLEVELAND, OH 44101 - 6490.
PHONE: (440) 461-5000. UNDERWRITING LIMITATION b/: \$303,550,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Progressive Northwestern Insurance Company (NAIC #42919)

BUSINESS ADDRESS: P.O. BOX 89490, CLEVELAND, OH 44101 - 6490.
PHONE: (440) 461-5000. UNDERWRITING LIMITATION b/: \$71,434,000.
SURETY LICENSES c,f/: AK, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IN, IA, KS, KY, LA, ME, MD, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI. INCORPORATED IN: Ohio.

Protective Insurance Company (NAIC #12416)

BUSINESS ADDRESS: 111 Congressional Blvd., Suite 500, Carmel, IN 46032. PHONE: (317) 636-9800 x-7433. UNDERWRITING LIMITATION b/: \$22,539,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

Protective Property & Casualty Insurance Company (NAIC #35769)

BUSINESS ADDRESS: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017. PHONE: (636) 536-5600. UNDERWRITING LIMITATION b/: \$18,251,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Missouri.

QBE Insurance Corporation (NAIC #39217)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596. PHONE: (800) 362-5448. UNDERWRITING LIMITATION b/: \$74,982,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Regent Insurance Company (NAIC #24449)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596. PHONE: (800) 362-5448. UNDERWRITING LIMITATION b/: \$3,391,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Republic - Franklin Insurance Company (NAIC #12475)

BUSINESS ADDRESS: P. O. Box 530, Utica, NY 13503 - 0530. PHONE: (800) 598-8422. UNDERWRITING LIMITATION b/: \$6,057,000. SURETY LICENSES c,f/: CT, DE, DC, GA, IL, IN, KS, MD, MA, MI, NH, NJ, NY, NC, OH, PA, RI, SC, TN, TX, VA, WI. INCORPORATED IN: Ohio.

RLI Insurance Company (NAIC #13056)

BUSINESS ADDRESS: 9025 N. Lindbergh Drive, Peoria, IL 61615. PHONE: (309) 692-1000. UNDERWRITING LIMITATION b/: \$91,138,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Roche Surety and Casualty Company, Inc. (NAIC #42706)

BUSINESS ADDRESS: 4107 N HIMES AVE 2ND FLOOR, TAMPA, FL 33607. PHONE: (813) 623-5042. UNDERWRITING LIMITATION b/: \$1,027,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, FL, GA, HI, ID, IN, IA, KS, LA, MD, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA. INCORPORATED IN: Florida.

Rockwood Casualty Insurance Company (NAIC #35505)

BUSINESS ADDRESS: 654 Main Street, Rockwood, PA 15557. PHONE: (814) 926-4661. UNDERWRITING LIMITATION b/: \$9,509,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

SAFECO Insurance Company of America (NAIC #24740)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$170,391,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

SafePort Insurance Company (NAIC #36560)

BUSINESS ADDRESS: 702 OBERLIN ROAD, RALEIGH, NC 27605 - 0800. PHONE: (919) 833-1600. UNDERWRITING LIMITATION b/: \$4,233,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

Safety National Casualty Corporation (NAIC #15105)

BUSINESS ADDRESS: 1832 Schuetz Road, St. Louis, MO 63146 - 3540. PHONE: (314) 995-5300. UNDERWRITING LIMITATION b/: \$271,519,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Missouri.

Sagamore Insurance Company (NAIC #40460)

BUSINESS ADDRESS: 111 Congressional Blvd., Suite 500, Carmel, IN 46032. PHONE: (317) 636-9800 x-7433. UNDERWRITING LIMITATION b/: \$14,512,000. SURETY LICENSES c,f/: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MS, MO, MT, NE, NJ, NM, NY, NC, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, WY. INCORPORATED IN: Indiana.

SECURA INSURANCE, A Mutual Company (NAIC #22543)

BUSINESS ADDRESS: P.O. Box 819, Appleton, WI 54912 - 0819. PHONE: (920) 739-3161. UNDERWRITING LIMITATION b/: \$49,577,000. SURETY LICENSES c,f/: AZ, AR, CO, ID, IL, IN, IA, KS, KY, MI, MN, MO, MT, NE, NV, NM, ND, OH, OK, OR, PA, SD, TN, UT, WA, WI, WY. INCORPORATED IN: Wisconsin.

Selective Insurance Company of America (NAIC #12572)

BUSINESS ADDRESS: 40 WANTAGE AVENUE, BRANCHVILLE, NJ 07890. PHONE: (973) 948-3000. UNDERWRITING LIMITATION b/: \$68,009,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, GA, IL, IN, IA, KS, KY, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Jersey.

Seneca Insurance Company, Inc. (NAIC #10936)

BUSINESS ADDRESS: 160 Water Street, New York, NY 10038 - 4922.
PHONE: (212) 344-3000. UNDERWRITING LIMITATION b/: \$14,723,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

Sentry Insurance Company (NAIC #24988)

BUSINESS ADDRESS: 1800 NORTH POINT DRIVE, STEVENS POINT, WI 54481. PHONE: (715) 346-6000. UNDERWRITING LIMITATION b/: \$573,564,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Sentry Select Insurance Company (NAIC #21180)

BUSINESS ADDRESS: 1800 NORTH POINT DRIVE, STEVENS POINT, WI 54481. PHONE: (715) 346-6000. UNDERWRITING LIMITATION b/: \$23,115,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

SERVICE INSURANCE COMPANY INC. (THE) (NAIC #28240)

BUSINESS ADDRESS: 80 MAIN STREET, WEST ORANGE, NJ 07052.
PHONE: (973) 731-7650. UNDERWRITING LIMITATION b/: \$1,030,000.
SURETY LICENSES c,f/: AL, CT, DE, DC, FL, GA, KY, MD, MA, MS, MT, NH, NJ, NY, NC, PA, RI, SC, TN, VA WV. INCORPORATED IN: New Jersey.

SIRIUS AMERICA INSURANCE COMPANY (NAIC #38776)

BUSINESS ADDRESS: 140 BROADWAY - 32ND FLOOR, NEW YORK, NY 10005 - 1123. PHONE: (212) 312-2500. UNDERWRITING LIMITATION b/: \$52,208,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY (NAIC #12294)

BUSINESS ADDRESS: 412 Mt. Kemble Ave, Suite 300C, Morristown, NJ 07960. PHONE: (800) 774-2755. UNDERWRITING LIMITATION b/: \$7,183,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Arizona.

St. Paul Fire and Marine Insurance Company (NAIC #24767)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.
PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$475,873,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

ST. PAUL GUARDIAN INSURANCE COMPANY (NAIC #24775)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$2,272,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

St. Paul Mercury Insurance Company (NAIC #24791)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183. PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$11,492,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Standard Fire Insurance Company (The) (NAIC #19070)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.
PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$121,241,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Star Insurance Company (NAIC #18023)

BUSINESS ADDRESS: 26255 American Drive, Southfield, MI 48034.
PHONE: (248) 358-1100. UNDERWRITING LIMITATION b/: \$55,196,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Michigan.

StarNet Insurance Company (NAIC #40045)

BUSINESS ADDRESS: PO BOX 9190, DES MOINES, IA 50306 - 9190.
PHONE: (800) 343-0592. UNDERWRITING LIMITATION b/: \$12,129,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Iowa.

State Auto Property and Casualty Insurance Company (NAIC #25127)

BUSINESS ADDRESS: 518 EAST BROAD STREET, COLUMBUS, OH 43215.
PHONE: (614) 464-5000. UNDERWRITING LIMITATION b/: \$70,462,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WI, WY.
INCORPORATED IN: Iowa.

State Automobile Mutual Insurance Company (NAIC #25135)

BUSINESS ADDRESS: 518 EAST BROAD STREET, COLUMBUS, OH 43215.
PHONE: (614) 464-5000. UNDERWRITING LIMITATION b/: \$57,381,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

State Farm Fire and Casualty Company (NAIC #25143)

BUSINESS ADDRESS: ONE STATE FARM PLAZA, BLOOMINGTON, IL 61710.
PHONE: (309) 766-2311. UNDERWRITING LIMITATION b/: \$2,163,340,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Stillwater Property and Casualty Insurance Company (NAIC #16578)

BUSINESS ADDRESS: P. O. Box 45126, Jacksonville, FL 32232 - 5126.
PHONE: (800) 849-6140. UNDERWRITING LIMITATION b/: \$9,446,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

SureTec Insurance Company (NAIC #10916)

BUSINESS ADDRESS: 2103 CityWest Blvd, Suite 1300, Houston, TX 77042.
PHONE: (713) 812-0800. UNDERWRITING LIMITATION b/: \$13,024,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Texas.

SURETY BONDING COMPANY OF AMERICA (NAIC #24047)

BUSINESS ADDRESS: 151 N. Franklin St., CHICAGO, IL 60606. PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: \$719,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, DE, DC, GA, ID, IL, IN, KS, MN, MO, MT, NE, NV, NM, NY, ND, OK, OR, SC, SD, TN, TX, UT, WV, WY. INCORPORATED IN: South Dakota.

Swiss Reinsurance America Corporation (NAIC #25364)

BUSINESS ADDRESS: 175 KING STREET, ARMONK, NY 10504 - 1606.
PHONE: (914) 828-8000. UNDERWRITING LIMITATION b/: \$427,185,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

TRANSATLANTIC REINSURANCE COMPANY (NAIC #19453)

BUSINESS ADDRESS: One Liberty Plaza, 165 Broadway, NEW YORK, NY 10006. PHONE: (212) 365-2200. UNDERWRITING LIMITATION b/: \$469,761,000. SURETY LICENSES c,f/: AK, AZ, CA, CO, DE, DC, GA, ID, IL, IN, IA, KS, KY, LA, MI, MN, MS, NE, NV, NJ, NM, NY, OH, OK, PA, SD, TX, UT, WA, WI. INCORPORATED IN: New York.

Travelers Casualty and Surety Company (NAIC #19038)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.
PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$670,641,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Travelers Casualty and Surety Company of America (NAIC #31194)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.
PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$212,368,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Travelers Casualty Insurance Company of America (NAIC #19046)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$56,311,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Travelers Indemnity Company (The) (NAIC #25658)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$670,881,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

TRAVELERS INDEMNITY COMPANY OF AMERICA (THE) (NAIC #25666)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$18,761,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Travelers Indemnity Company of Connecticut (The) (NAIC #25682)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$32,673,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Travelers Property Casualty Company of America (NAIC #25674)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.

PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$45,390,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

U.S. Specialty Insurance Company (NAIC #29599)

BUSINESS ADDRESS: 13403 Northwest Freeway, Houston, TX 77040.
PHONE: (713) 462-1000. UNDERWRITING LIMITATION b/: \$58,545,000.
SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Texas.

UNITED CASUALTY AND SURETY INSURANCE COMPANY (NAIC #36226)

BUSINESS ADDRESS: 292 Newbury Street, #105, Boston, MA 02115.
PHONE: (617) 471-1112. UNDERWRITING LIMITATION b/: \$1,711,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Nebraska.

United Fire & Casualty Company (NAIC #13021)

BUSINESS ADDRESS: PO BOX 73909, CEDAR RAPIDS, IA 52407 - 3909.
PHONE: (319) 399-5700. UNDERWRITING LIMITATION b/: \$58,580,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.
INCORPORATED IN: Iowa.

UNITED FIRE & INDEMNITY COMPANY (NAIC #19496)

BUSINESS ADDRESS: P.O. BOX 73909, CEDAR RAPIDS, IA 52407 - 3909.
PHONE: (319) 399-5700. UNDERWRITING LIMITATION b/: \$1,949,000.
SURETY LICENSES c,f/: AL, CO, IN, KY, LA, MS, MO, NM, TX.
INCORPORATED IN: Texas.

United States Fidelity and Guaranty Company (NAIC #25887)

BUSINESS ADDRESS: ONE TOWER SQUARE, HARTFORD, CT 06183.
PHONE: (860) 277-0111. UNDERWRITING LIMITATION b/: \$88,259,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

United States Fire Insurance Company (NAIC #21113)

BUSINESS ADDRESS: 305 MADISON AVENUE, MORRISTOWN, NJ 07960.
PHONE: (973) 490-6600. UNDERWRITING LIMITATION b/: \$125,885,000.
SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Delaware.

United States Surety Company (NAIC #10656)

BUSINESS ADDRESS: ONE TEXAS STATION COURT, SUITE 230,
TIMONIUM, MD 21093. PHONE: (410) 453-9522. UNDERWRITING
LIMITATION b/:\$5,638,000.

SURETY LICENSES c,f/: CT, DE, DC, FL, GA, ME, MD, MA, NH, NJ, NY, NC,
OH, PA, RI, SC, TN, VT, VA, WV. INCORPORATED IN:
Maryland.

UNITED SURETY AND INDEMNITY COMPANY (NAIC #44423)

BUSINESS ADDRESS: PO Box 2111, San Juan, PR 00922 - 2111. PHONE:
(787) 625-1105. UNDERWRITING LIMITATION b/: \$6,906,000. SURETY
LICENSES c,f/: PR. INCORPORATED IN: Puerto Rico.

Universal Fire & Casualty Insurance Company (NAIC #32867)

BUSINESS ADDRESS: 3214 CHICAGO DRIVE, HUDSONVILLE, MI 49426.
PHONE: (616) 662-3900. UNDERWRITING LIMITATION b/: \$949,000.

SURETY LICENSES c,f/: AL, AZ, CA, CO, CT, FL, GA, HI, ID, IL, IN, IA, KS,
LA, MD, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, PA, SC,
SD, TN, TX, UT, VT, VA, WA, WV. INCORPORATED IN: Indiana.

Universal Surety Company (NAIC #25933)

BUSINESS ADDRESS: P.O. Box 80468, Lincoln, NE 68501. PHONE: (402)
435-4302. UNDERWRITING LIMITATION b/: \$21,595,000. SURETY
LICENSES c,f/: AZ, AR, CO, ID, IL, IN, IA, KS, KY, MI, MN, MO, MT, NE,
NM, ND, OH, OK, OR, SC, SD, TX, UT, WA, WI, WY. INCORPORATED IN:
Nebraska.

**UNIVERSAL UNDERWRITERS INSURANCE COMPANY (NAIC
#41181)**

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL
60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/:
\$33,679,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC,
FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT,
NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT,
VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Utica Mutual Insurance Company (NAIC #25976)

BUSINESS ADDRESS: POST OFFICE BOX 530, UTICA, NY 13503 - 0530.
PHONE: (800) 598-8422. UNDERWRITING LIMITATION b/: \$101,505,000.
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI,
ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH,
NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA,
WA, WV, WI, WY. INCORPORATED IN: New York.

VerTerra Insurance Company (NAIC #10024)

BUSINESS ADDRESS: P.O. BOX 509039, SAN DIEGO, CA 92150. PHONE: (858) 350-2400. UNDERWRITING LIMITATION b/: \$6,536,000. SURETY LICENSES c,f/: TX. INCORPORATED IN: Texas.

Vigilant Insurance Company (NAIC #20397)

BUSINESS ADDRESS: 202B Hall's Mill Road, Whitehouse Station, NJ 08889. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$34,129,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

Washington International Insurance Company (NAIC #32778)

BUSINESS ADDRESS: 1200 MAIN ST. SUITE 800, KANSAS CITY, MO 64105 - 2478. PHONE: (816) 235-3700. UNDERWRITING LIMITATION b/: \$6,416,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New Hampshire.

West American Insurance Company (NAIC #44393)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116. PHONE: (617) 357-9500 x41177. UNDERWRITING LIMITATION b/: \$4,766,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Indiana.

WEST BEND MUTUAL INSURANCE COMPANY (NAIC #15350)

BUSINESS ADDRESS: 1900 South 18th Avenue, West Bend, WI 53095. PHONE: (262) 334-5571. UNDERWRITING LIMITATION b/: \$123,064,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Wisconsin.

Westchester Fire Insurance Company (NAIC #10030)

BUSINESS ADDRESS: 436 Walnut Street, P.O.Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$14,456,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

Western National Mutual Insurance Company (NAIC #15377)

BUSINESS ADDRESS: PO BOX 1463, MINNEAPOLIS, MN 55440. PHONE: (952) 835-5350. UNDERWRITING LIMITATION b/: \$55,988,000. SURETY LICENSES c,f/: AK, AZ, AR, CA, CO, DE, ID, IL, IN, IA, KS, KY, MD, MI, MN, MO, MT, NE, NV, NJ, NM, ND, OH, OK, OR, PA, RI, SD, TX, UT, WA, WI, WY. INCORPORATED IN: Minnesota.

Western Surety Company (NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin St., CHICAGO, IL 60606. PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: \$156,025,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: South Dakota.

Westfield Insurance Company (NAIC #24112)

BUSINESS ADDRESS: P. O. Box 5001 , Westfield Center , OH 44251 - 5001. PHONE: (330) 887-0101. UNDERWRITING LIMITATION b/: \$128,468,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Ohio.

Westfield National Insurance Company (NAIC #24120)

BUSINESS ADDRESS: P. O. Box 5001 , Westfield Center , OH 44251 - 5001. PHONE: (330) 887-0101. UNDERWRITING LIMITATION b/: \$33,726,000. SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, DE, FL, GA, IL, IN, IA, KY, MD, MI, MN, NM, NC, ND, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI. INCORPORATED IN: Ohio.

Westport Insurance Corporation (NAIC #39845)

BUSINESS ADDRESS: 1200 Main Street, Suite 800, Kansas City, MO 64105 - 2478. PHONE: (816) 235-3700. UNDERWRITING LIMITATION b/: \$115,573,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Missouri.

XL Reinsurance America Inc. (NAIC #20583)

BUSINESS ADDRESS: 70 SEAVIEW AVENUE, STAMFORD, CT 06902. PHONE: (203) 964-5200. UNDERWRITING LIMITATION b/: \$198,709,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

XL Specialty Insurance Company (NAIC #37885)

BUSINESS ADDRESS: 70 SEAVIEW AVENUE, STAMFORD, CT 06902.

PHONE: (203) 964-5200. UNDERWRITING LIMITATION b/: \$28,165,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Zurich American Insurance Company (NAIC #16535)

BUSINESS ADDRESS: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056. PHONE: (847) 605-6000. UNDERWRITING LIMITATION b/:

\$687,235,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.