

21-July-2022

Arbor at South Crossing
Demolition Package



802 West Florida Street, Greensboro, NC 27406

PROJECT MANUAL
Project Number: 42847

PREPARED BY:



TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

*8642 West Market Street, Suite 136
Greensboro, NC 27409*

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1.1 INVITATION TO BID

The Greensboro Housing Authority (GHA), Greensboro, North Carolina, will receive bids; immediately thereafter publicly open and read for the furnishing of labor, materials, and equipment for The Arbors at South Crossing – Demolition at 707 W. Florida Street, Greensboro, NC until **2:00 p.m., Eastern Time, on Tuesday, August 23, 2022** at 450 North Church Street, Greensboro, North Carolina 27401. All early bid submissions should be coordinated with Adam Carroll at Timmons Group.

Scope of work for this **Single Prime Contract** shall consist of the following items and all other work shown on the Plans and Specifications: Demolition of the north portion of the existing Smith Homes complex. Including, but not limited to, demolition and removal of existing buildings, structures, pavements, trees, and utility infrastructure and construction and maintenance of erosion and sediment control measures. The project will be demolished in phases so coordination with utility providers will be necessary to ensure service is not interrupted to occupied structures.

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.

A Mandatory Pre-Bid Conference and site visit will be held at **10:00 a.m., Wednesday, August 3, 2022 at 707 W. Florida Street, Greensboro, NC 27406**. If you are unable to attend, please notify Kenneth Parks at GHA at 336.303.3162. A second site visit will be scheduled at 10:00 am on **August 10, 2022**. Question & Answer period will conclude on **Friday, August 12, 2022** with final responses provided by **August 16, 2022**

A complete package, including the proposed Contract, General Conditions, Supplementary Conditions and Specifications will be available on by **Tuesday, July 26, 2022** 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 complete package can also be obtained digitally by contacting: Timmons Group, please contact Adam Carroll by telephone (336-478-3346) or email (adam.carroll@timmons.com).

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 7 months from Notice to Proceed.

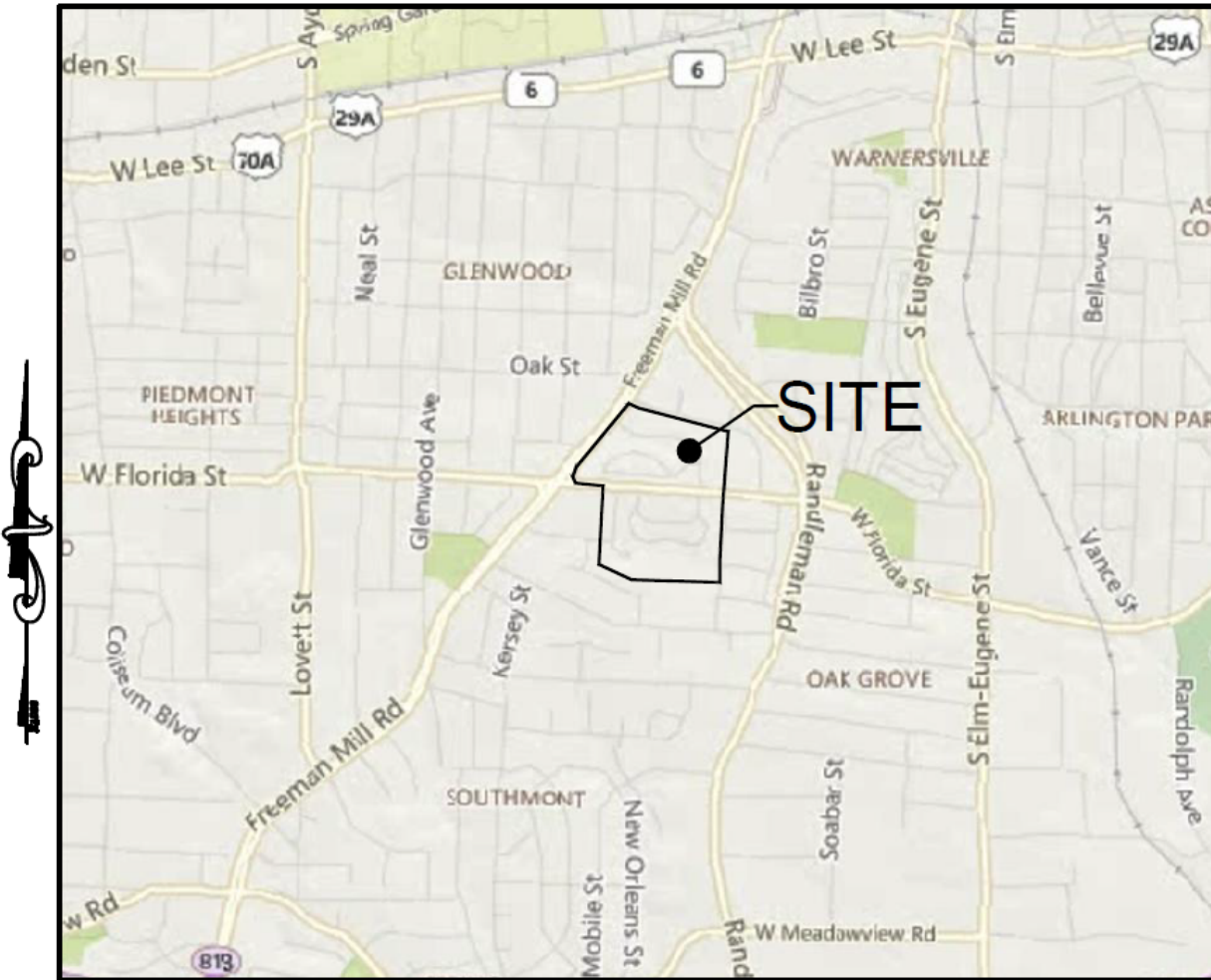
Date: July 22, 2022
GREENSBORO HOUSING AUTHORITY
450 North Church Street
Greensboro, NC 27401
James Cox, Contracting Officer

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

Designer: Timmons Group
8642 W. Market Street, Suite 136
Greensboro, NC 27409

1.2 Site Map and Scope of Work



VICINITY MAP

704 W. Florida Street, Greensboro, NC 27406

The project consists of the demolition of the north portion of the existing Smith Homes complex. Scope of work includes, but is not limited to demolition and removal of existing buildings, structures, pavements, trees, and utility infrastructure and construction and maintenance of erosion and sediment control measures.

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 or 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, except 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

(a) 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 by 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. Notarized copy of the non-collusive affidavit. (See Section 2.5)
5. 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)
6. Notarized copy of the Subcontractor's Experience form for all subs. (See Section 2.7)
7. Previous Participation Certification HUD Form-2530, (See Section 2.8)
8. A signed copy of the contractors/vendor policy. (See Section 2.9)
9. A signed copy of the HUD 5369-A form. (See Section 2.10)
10. MWBE Certification Form (See Section 2.11)
11. 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.)
12. **ALL bidders** are to include a list of a minimum of three current references.
13. Bidding Contractors are to provide North Carolina License Number appropriate for the portion of the work they are bidding.

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

LABEL: Bid Documents

TITLE: Arbor at South Crossing Demolition Package

NAME AND COMPLETE ADDRESS OF BIDDER:

BIDDERS TELEPHONE NUMBER:

DATE AND TIME OF BID OPENING:

LOCATION OF BID OPENING:

2.2 BID FORM

The Arbors at South Crossing - Demolition

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:

TOTAL BASE BID: \$ _____

a. Unit Price No.1A – Tree & Stump Removal (<4" dia):	\$ _____	per EA
b. Unit Price No.1B – Tree & Stump Removal (5"-12" dia):	\$ _____	per EA
c. Unit Price No.1C – Tree & Stump Removal (13"-24" dia):	\$ _____	per EA
d. Unit Price No.1D – Tree & Stump Removal (25"-36" dia):	\$ _____	per EA
e. Unit Price No.1E – Tree & Stump Removal (37"-48" dia):	\$ _____	per EA
f. Unit Price No.1F – Tree & Stump Removal (>48" dia):	\$ _____	per EA
g. Unit Price No.2 – Tree Protection Fence:	\$ _____	per LF
h. Unit Price No.3 – Curb & Gutter Removal:	\$ _____	per LF
i. Unit Price No.4 – Sidewalk Removal:	\$ _____	per SF
j. Unit Price No.5 – Tree Protection Fence:	\$ _____	per LF
k. Unit Price No.6 – Asphalt Removal:	\$ _____	per SY
l. Unit Price No.7 – Additional Excavation	\$ _____	per SY
m. Unit Price No.8 – 15" Temporary Slope Drain	\$ _____	per EA
n. Unit Price No.9 – 3" Skimmer w/ 1.75" Orifice	\$ _____	per EA
o. Unit Price No.10 – 2.5" Skimmer w/ 1" Orifice	\$ _____	per EA
p. Unit Price No.11 – 4" Skimmer w/ 2" Orifice	\$ _____	per EA
q. Unit Price No.12 – 3" Skimmer w/ 1.25" Orifice	\$ _____	per EA
r. Unit Price No.13 – 6' High Safety Fence	\$ _____	per LF
s. Unit Price No.14 – Silt Fence	\$ _____	per LF
t. Unit Price No.15 – Wattle Check Dam	\$ _____	per EA
u. Unit Price No.16 – Porous Baffles	\$ _____	per LF
v. Unit Price No.17 – 2'x2' Energy Dissipator	\$ _____	per EA
w. Unit Price No.18 – Silt Sack Inlet Protection	\$ _____	per EA
x. Unit Price No.19 – 10' Rip Rap Weir	\$ _____	per EA
y. Unit Price No.20 – 25' RIP Rap Weir	\$ _____	per EA
z. Unit Price No.21 – 22' RIP Rap Weir	\$ _____	per EA
aa. Unit Price No.22 – 5' RIP Rap Weir	\$ _____	per EA
bb. Unit Price No.23 – 24' Wide Double Swing Access Gate	\$ _____	per EA
cc. Unit Price No.24 – Temporary Construction Entrance	\$ _____	per LS
dd. Unit Price No.25 – Excavated Drop Inlet Protection	\$ _____	per EA
ee. Unit Price No.26 – Pipe Removal	\$ _____	per LS

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 timethereafter 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:	

LIST 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: _____

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 participants(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 participants(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;
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' Role(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 No 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"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)		
Staff	Processing and Control			
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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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

(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.

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 revelations 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 Self-Certification

- 1. Company Name: _____
- 2. Company Address: _____
City _____ State _____ Zip _____ County _____
- 3. Telephone: _____ Fax : _____ Email address: _____
- 4. Contractor's License: Class A B C N/A License Number: _____
- 5. Business License _____ Number Federal ID Number _____
- 6. Type of Business: _____

TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

- 1. 51% or more of your business is owned by a Section 3 residents*; or
 Yes No
Attach list of Section 3 owners and income certifications
- 2. At least 75% of labor hours are worked by persons that are currently Section 3 residents*, or within five years of the date of first employment with the business concern were Section 3 residents; or
 Yes No
Attach list of employees, Section 3 employees, and self certifications
- 3. At least 25% of the business is owned by current public housing residents or residents who currently live in Section 8-assisted housing
 Yes No
Attach list of subcontracted businesses, types and amounts

VERIFICATION - The company hereby agrees to provide, upon request, documents verifying the information provided on this form.

I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.

Signature of Business Owner or Authorized Representative _____ Date _____

***Section 3 resident is:** 1) a public housing, or 2) a HCVP participant, or 3) a resident of another federally assisted housing program managed by the local PHA, or 4) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

ATTENDANCE LOG
Section 3 Meetings, Workshops, Training Sessions

Topic/Subject _____ Training Date _____

Sponsored by _____ Location _____

Printed Name	Residence Address	Daytime Phone Number	Section 3 Status (Check one)			
			Public Housing Resident	Low Income Resident of City	Section 3 Business	Other

**STAFF ATTENDANCE LOG
JOB FAIRS AND OTHER OUTREACH FUNCTIONS**

Record from _____ to _____

Date	Sponsor	Location	Staff Attending	Number of Contacts

**ATTENDANCE LIST FOR PRE-BID CONFERENCE OR OTHER MEETING
INCLUDING REQUIREMENTS OF SECTION 3**

HELD ON _____ (INSERT DATE OF MEETING)

FOR REPORTING PERIOD FROM _____ TO _____

Name of Program: _____
Maintain a separate sheet for each program. Attach a copy of meeting notice to this list.

Description of Work in Bid Process or Purpose of Other Meeting:

Name & Address of Contractor or Others in Attendance along with Affiliation	Contact Phone Number	Put an "X" in Column if Received Acknowledgement of PHA's Section 3 Policy/Plan	Attendees' Comments or Questions	Requires Follow-Up by PHA (Yes or No)

HUD Section 3 Questionnaire to be Completed by All Applicants for Employment

This data is collected for compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, Executive Order 11246, and the Section 3 Final Rule effective November 2020. **A “section 3 resident” is: 1) a public housing resident; 2) a Section 8 HCVP participant; 3) a resident of another assisted housing program managed by the local PHA, or 4) a low income resident living in the PHA’s jurisdiction.**

All information you provide will be confidential and will be used to prepare statistical reports. Please complete all requested information and return this form along with your employment application.

1. **Applying for position of:** _____

First Name: _____ Middle Initial: _____ Last Name: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

2. **Current Income.** We need to know the economic impact this job has on the community. Please review the chart below, match your household size (include yourself) with the **maximum** household income; then, place a checkmark next to the response that applies to your household.

80% Area Median Income limits (Agency: Insert your data for current year below.)

Household Size	1
Maximum Income of Individual Adult Household Member	\$ _____

HUD FMR Area _____ Applicable Year _____

The total income received this individual is \$ _____ in the last 12 months.

less than the maximum income listed in the chart

more than the maximum income listed in the chart

3. **Check correct response. I live in:** Public Housing Housing Choice Voucher Program/Section 8
 Other Subsidized/Assisted Housing none of these

4. **Are you participating in a Youthbuild program?** Check one response. Yes No

5. **Job Source:** how did you find out about this job? Please check one source:

Newspaper (please specify which) _____

Internet Website other than Housing Authority site (please specify) _____

Housing Authority Internet Web Site

Trade or Professional Publication (Please specify) _____

Referred by a Friend or Relative

Other means (please specify) _____

I declare that the above statements are true and correct to the best of my knowledge.

Your signature: _____

Date: _____

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
DEMONSTRATION OF CAPABILITY**

A Section 3 Business Concern must meet one of the following standards. A low-income person is an individual whose income did not exceed \$_____ in the 12 months prior to employment with your company. Check all that apply.

- Is at least 51 percent owned by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or
- It is a business at least 25 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For a business claiming status as a Section 3 business concern:

- Copy of resident lease Other evidence (list) _____
- Copy of each owner's IRS form Other evidence (list) _____
 verifying previous year's income

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents when first employment with the business:

- List of all current full-time employees List of employees claiming Section 3 status

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name and Signature

Date

Attested by: _____

Date: _____

(corporate seal)

CERTIFIED SECTION 3 RESIDENTS
(Maintain Certifications with this List)

Name of Resident	Project No.	Address	Phone	Job Category (see codes)	Date Certified

For descriptions of job categories, see instructions for HUD form 60002

- (P) Professionals
- (T) Technicians
- (O) Office/Clerical
- (CT) Construction by Trade (name trade)
- (O) Other
- (NC) Non-Construction (name service)

CERTIFIED SECTION 3 BUSINESSES
(Maintain Certifications with this List)

Company Name	Name of Contact Person	Address	Phone	Job Category (see codes)	Date Certified

For descriptions of job categories, see instructions for HUD form 60002

- (P) Professionals
- (T) Technicians
- (O) Office/Clerical
- (CT) Construction by Trade (name trade)
- (O) Other
- (NC) Non-Construction (name service)

COMMUNITY PARTNERS CONTACT LIST

Name of Organization	Contact Person(s)	Address	Phone	Type (see codes)	Other Notes (best time to call, etc.)

(C) Church (UC) University or College (H) Dept. of Human Services
(CC) Chamber of Commerce (EA) Employment Agency (O) Other
(S) School (LU) Labor Union

OUTREACH: SECTION 3 NEW CONTRACTS

Contract Awards and Business Concerns

Instructions:

- 1) Enter the Program Name below and the Reporting Period
- 2) Complete the information in each column under either the Construction or Non-Construction Column and the Dollar (\$) Amount of the Contract
- 3) Total Amount of Contract column at end of reporting period
- 4) Complete Contract Log for either Construction or Non-Construction Contracts
- 5) Maintain file supportive outreach documents such as copies of ads, notices, procurement documents, etc. in Section 3 file, or cross-reference the sources where the information may be found (such as in the contract file)..

Program Name: _____

(Maintain a separate log for each program)

New Contracts for Reporting Period From: _____ To: _____

CONSTRUCTION

Name of Contractor or Business	Section 3 (Yes or No)	Dollar (\$) Amount of Contract Awarded	If Not Section 3, describe Outreach Efforts (i.e., utilizing procurement procedures, written notices, workshops, etc.)

NON-CONSTRUCTION

Name of Contractor or Business	Section 3 (Yes or No)	Dollar (\$) Amount of Contract Awarded	If not Section 3, describe Outreach Efforts (i.e., utilizing procurement procedures, written notices, workshops, etc.)

(Use additional sheets, if necessary)

SECTION 3 WORKERS

Instructions:

- 1) Enter the Program Name below and the Reporting Period
- 2) Enter the Job Category from Codes shown at bottom of page
- 3) Total each applicable column at end of reporting period
- 4) Maintain file supportive outreach documents such as copies of ads, notices, procurement documents, etc. in Section 3 file, or cross-reference the sources where the information may be found (such as in the personnel file, etc.).

Program Name: _____
(Maintain supporting payroll documentation and a separate log for each program)

Section 3 Workers During Period From: _____ **To:** _____

Names of "Each" Section 3 Worker (see codes below)	Number of Hours Worked by Each Section 3 Worker	Number of Hours Worked by Each Targeted Section 3 Worker	Date Certified as Section 3 (maintain certification in file)	Total Hours Worked by All Employees	Date Hired if applicable
TOTALS					


Type Codes:
(P) Professionals (CT) Construction by Trade (name trade)
(T) Technicians (O) Other
(O) Office/Clerical (NC) Non-Construction (name service)

CONTRACT LOG FOR "NEW" CONSTRUCTION CONTRACTS

For Reporting Period From _____ To _____

Name of Program: _____

(Maintain a separate list for each program) (Example: Public Housing Operations, Capital Funds, etc.)

(A) Name of Contractor and Type of Business Code (see codes below)	(B) Section 3 Business If Yes, Enter 1, if No, leave blank	(C) Put an "X" in Column if Received Contractor's Acknowledgement of PHA's Section 3 Policy	(D) Total Dollar \$ Amount Awarded on the Program or Project	(E) Dollar \$ Amount Awarded Each Contract	(F)	(G) Date of Contract Award
			\$	\$	%	
 INSTRUCTIONS FOR TOTALS IN YELLOW SPACES:	Total Number of Section 3 Businesses Receiving Contracts this Reporting Period		Total Dollar \$ Amount Awarded on the Program or Project for the Reporting Period	Total Dollar \$ Amount Awarded to Section 3 Businesses for the Reporting Period	Percentage % of Total Dollar Amount Awarded to Section 3 Businesses (divide line E by Line D)	

(Use additional sheets, if necessary)

For descriptions of job categories, see instructions for HUD form 60002


- (P) Professionals
- (T) Technicians
- (O) Office/Clerical
- (CT) Construction by Trade (name trade)
- (O) Other

CONTRACT LOG FOR "NEW" NON-CONSTRUCTION CONTRACTS

For Reporting Period From _____ To _____

Name of Program: _____

(Maintain a separate list for each program) (Example: Public Housing Operations, Capital Funds, etc.)

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Name of Contractor and Type of Business Code (see codes below)	Section 3 Business If Yes, Enter 1, if No, Leave Blank	Put an "X" in Column if Received Contractor's Acknowledgement of PHA's Section 3 Policy	Total Dollar \$ Amount Awarded on the Program or Project	Dollar \$ Amount Awarded Each Contract		Date of Contract Award
			\$	\$	%	
 INSTRUCTIONS FOR TOTALS IN YELLOW SPACES:	Total Number of Section 3 Businesses (marked "Y") Receiving Contracts this Reporting Period		Total Dollar \$ Amount Awarded on the Program or Project for the Reporting Period	Total Dollar \$ Amount Awarded to Section 3 Businesses for the Reporting Period	Percentage % of Total Dollar Amount Awarded to Section 3 Businesses (divide line E by Line D)	

(Use additional sheets, if necessary)

For descriptions of job categories, see instructions for HUD form 60002

- (P) Professionals
- (T) Technicians
- (O) Office/Clerical
- (TS) Type of Service (name service)
- (O) Other

CONTRACTOR'S SECTION 3 COMPLIANCE REPORT

For Months of: _____

Prime Contractor: _____

Sub Contractor: _____

Address: _____

Contract Start Date: _____

Date of Report: _____

Contract Completion Date: _____

Contract Amount: _____

Telephone Number: _____

Contact Person: _____

Type of Service: _____

Methods undertaken to achieve employment objectives for Section 3 Compliance if no Section 3 employees working during the reporting period

(A)		(B)		(C)		(D)	
Job Category	Number of Section 3 Workers	Total No. of Hours Worked by Section 3 Workers	Total No. Targeted Section 3 Workers	Total No. Hours Worked by Targeted Section 3 Workers	Total Number of Employees of the Company	Total Hours Worked by All Employees	
Total for This Reporting Period							
Total from Contract Start Date							

Certified this _____ day of _____, _____

By: _____

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 activities generated by its housing and community development programs are directed toward low- and very-low income persons, particularly, those who are recipients of government assistance for housing. This information will be used by the Department to monitor program recipients' compliance, to assess the results of the Department's efforts, to prepare reports for HUD, and by recipients as a self-monitoring tool.

Contractor's Section 3 Compliance Report – Instructions

- 1) Enter the specific months covered by this report.
- 2) Check-mark the applicable box as to whether you are a Contractor or Sub-contractor.
- 3) Enter the business name of the Prime Contractor or Sub-contractor who is reporting section 3 compliance activity.
- 4) Enter the business address of the Prime Contractor or Sub-contractor who is reporting section 3 compliance activity.
- 5) Enter the Area code and telephone number of the Prime Contractor or Sub-contractor who is reporting section 3 compliance activity.
- 6) Enter the date in MM/DD/YYYY format for which this contract started.
- 7) Enter the date in MM/DD/YYYY format for which this contract ends.
- 8) Enter the name of the person with knowledge of the award and the recipient's implementation of Section 3.
- 9) Enter the date in MM/DD/YYYY format that you are submitting the Contractor's Section 3 Compliance Report.
- 10) Enter the total dollar amount of your contract, rounded to the nearest dollar.
- 11) Enter the type of service you are providing; e.g., construction, non-construction, secretarial, carpentry, painting, electrical, etc.
- 12) Identify efforts made to direct the employment and other economic opportunities achieved toward low and very low income persons, particularly those who are recipients of government assistance for housing.
- 13) **(A)** Enter the job category skill for work performed; e.g., professional, secretarial, carpentry, painting, electrical, masonry, etc. Professionals are defined as people who have special knowledge of an occupation (e.g., supervisors, architects, surveyors, planners, and computer programmers). For Construction positions, list each trade and provide data in columns B,C,D for each trade where persons were employed.
- 14) **(B)** Enter the number of Section 3 Workers and the total amount of hours accumulated under the contract for which you are reporting this period for the stated job category. A Section 3 Worker is a person who earned less than 80% of Area Median Income in the year before he/she was hired.
- 15) **(C)** Enter the number of new Targeted Section 3 Workers that were receiving housing assistance when they were hired and the total amount of hours worked during this period for the stated job category.
- 16) **(D)** Enter the total number of persons (salaried and hourly) working for the Company and the total amount of hours worked during this reporting period.
- 17) Enter column totals
- 18) Sign and date that you certify the information you are providing is accurate and true.
- 19) Forward original report form containing hourly data for the previous month to the Housing Authority's Section 3 Compliance Officer no later than the 10 working day of the following month

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.

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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.
 - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "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", or "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 no wise 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 a 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 of 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

3.3 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 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 deice 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 **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name Name
and Title: and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(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: NC20210032 01/01/2021

Superseded General Decision Number: NC20200032

State: North Carolina

Construction Type: Building

County: Guilford County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/01/2021

ELEC0342-001 06/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 25.50	10.5%+8.60

IRON0848-005 07/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	15.80

* PLUM0421-001 07/01/2020

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.35	12.41

SUNC2011-013 08/24/2011

	Rates	Fringes
BRICKLAYER.....	\$ 19.00	0.00
CARPENTER (Drywall Hanging Only).....	\$ 13.83	0.00
CARPENTER (Form Work Only).....	\$ 15.56	3.04
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 16.19	4.21
CEMENT MASON/CONCRETE FINISHER...	\$ 15.80	0.00
HVAC MECHANIC (HVAC Duct Installation Only).....	\$ 17.37	1.82
LABORER: Common or General.....	\$ 10.47	1.22
LABORER: Landscape & Irrigation.....	\$ 9.13	0.28
LABORER: Pipelayer.....	\$ 12.23	0.00
LABORER: Mason Tender-Brick/Cement/Concrete.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.49	2.80
OPERATOR: Bulldozer.....	\$ 16.00	1.87
OPERATOR: Crane.....	\$ 19.77	4.48
OPERATOR: Forklift.....	\$ 13.86	0.00

OPERATOR: Grader/Blade.....	\$ 15.72	1.49
OPERATOR: Loader.....	\$ 16.17	0.25
PAINTER: Brush, Roller and Spray.....	\$ 11.89	0.00
ROOFER.....	\$ 13.83	1.28
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.81	1.40

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

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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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

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END OF GENERAL DECISION

"

"General Decision Number: NC20220085 01/07/2022

Superseded General Decision Number: NC20210085

State: North Carolina

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.

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, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/07/2022

SUNC2011-066 08/26/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.98	0.69
ELECTRICIAN.....	\$ 15.41	3.13
LABORER: Common or General.....	\$ 10.00	0.00
LABORER: Pipelayer.....	\$ 12.87	2.21
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.16	3.18
OPERATOR: Bulldozer.....	\$ 14.63	0.00
OPERATOR: Loader.....	\$ 15.13	2.79
TRUCK DRIVER.....	\$ 13.12	1.89

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

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 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 www.dol.gov/whd/govcontracts.

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 Division National Office Branch of Wage Surveys. 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.

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END OF GENERAL DECISION"

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-responsive and may result in rejection of the bid and award to the next lowest responsive 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](#) [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	77,100

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 any FY2022 HUD Metropolitan FMR Area's Income Limits:

Greensboro-High Point, NC HUD Metro FMR Area

Or press below to start over and select a different 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
- C. 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	(/o)								
Anticipated Monthly Value	(\$)								
Accumulated Scheduled Progress	(/o)								

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 Contract Time	% of 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)
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Approved for Architect by	Title	Date (mm/dd/yyyy)
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Approved for Owner by	Title	Date (mm/dd/yyyy)
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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	\$
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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, 3802)

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		
		42	(Other)	63	Punch List \2
		43	(Other)	64	Lawns & Planting

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.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
			-					

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 IRS.gov 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 515, 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, this 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 the 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.

Abuse 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)(iii). 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(a), 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(a)
- 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(a)
- 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 name 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
9. Corporation or LLC electing corporate status on Form 8832 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)(i)(B))	The trust

¹ List 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.

² Circle the minor's name and furnish the minor's SSN.

³ You 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.

⁴ List 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 designated 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: spam@uce.gov or contact them 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:

Distribution to:

PERIOD TO:

OWNER

CONTRACT FOR:

ARCHITECT

CONTRACT DATE:

CONTRACTOR

PROJECT NOS:

FIELD

OTHER

FROM CONTRACTOR:

VIA ARCHITECT:

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

(Columns 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	ADDITIONS	DEDUCTIONS
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: _____

Country 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 G702[®], Application and Certificate for Payment, or G732[™], 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		F MATERIALS PRESENTLY STORED (Not at D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
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 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: 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)

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. Previous editions are obsolete.

form HUD-51003 (3/92)
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 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 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) _____ submitted by _____ 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)

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 _____ located in _____ in accordance with the requirements of the Specifications and Drawings and Contract No. _____ dated _____ between GHA and the Contractor.

THIS IS TO CERTIFY:

1. That all work covered by this contract, originally required to be completed on _____, was actually completed on _____.
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. _____ 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 on completion as fixed in the contract is _____
Date of completion as extended is _____

Contractor: _____ Date: _____

Owner: _____ Date: _____

Architect: _____ 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:	<input type="checkbox"/> OWNER:
TO OWNER: <i>(Name and address)</i>	CONTRACT FOR:	<input type="checkbox"/> ARCHITECT:
	CONTRACT DATED:	<input type="checkbox"/> CONTRACTOR:
		<input type="checkbox"/> SURETY:
		<input type="checkbox"/> OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

_____, 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)

_____, CONTRACTOR,

_____, 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
CONTRACTOR
TO OWNER: *(Name and address)* CONTRACT DATED: 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 materials 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:

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.

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
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 thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

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:

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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7.5 RELEASE OF LIENS

This form G706A 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 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:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
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 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

This form G704 is available for purchase from the AIA, or you can view it online here:

(See sample form on the following page)

 **AIA® Document G704™ – 2000**

Certificate of Substantial Completion

PROJECT: *(Name and address)* PROJECT NUMBER: _____ OWNER
CONTRACT FOR: _____ ARCHITECT
CONTRACT DATE: _____ CONTRACTOR
TO OWNER: *(Name and address)* TO CONTRACTOR: *(Name and address)* FIELD
OTHER

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect'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 Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

ARCHITECT BY _____ DATE OF ISSUANCE

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 issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ _____

The Contractor will complete or correct the Work on the list of items attached hereto within
() days from the above date of Substantial Completion.

CONTRACTOR BY _____ DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at
(time) on (date).

OWNER BY _____ DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

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)

Section 3 Summary Report
Economic Opportunities for
Low- and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043
 (exp. 8/31/2007)

HUD Field Office:

See back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)		2. Federal Identification: (contract/award no.)	3. Dollar Amount of Award:
		4. Contact Person:	5. Phone: (include area code)
		6. Reporting Period:	7. Date Report Submitted:
8. Program Code: *	<input type="text"/>	(Use a separate sheet for each program code)	
		9. Program Name:	

Part I: Employment and Training (** Include New Hires in columns E & F.)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

*Program Codes
 1 = Flexible Subsidy
 2 = Section 202/811
 3 = Public/Indian Housing
 A = Development,
 B = Operation
 C = Modernization
 4 = Homeless Assistance
 5 = HOME
 6 = HOME-State Administered
 7 = CDBG-Entitlement
 8 = CDBG-State Administered
 9 = Other CD Programs
 10 = Other Housing Programs

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(e)(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 contacts 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 contacts 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.
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) \geq 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 type="text"/>
4. ENERGY STAR qualified Replacement Exterior Doors	<input type="text"/>
5. Energy Efficient Storm Doors	<input type="text"/>
6. Energy Efficient Storm Windows	<input type="text"/>
7. Energy Efficient Window Film	<input type="text"/>

Insulation and Air Sealing

Energy Efficient Measure/Practice	Total Cost
8. Attic or Roof Insulation Installations	<input type="text"/>
9. Units Receiving professional Air Sealing	<input type="text"/>

Heating and Cooling

Energy Efficient Measure/Practice	Total Cost
10. Furnaces/ boilers receiving Flue/Vent Dampers	<input type="text"/>
11. Constant Air Regulating Damper Installations	<input type="text"/>
12. Furnaces/ boilers conversions to Electronic Ignition	<input type="text"/>
13. Inefficient Heating Systems replaced with high efficiency/ENERGY STAR qualified heating systems	<input type="text"/>
14. Insulation for Hot Water or Steam Pipes	<input 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
PROJECT NO. 2893**

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

SECTION 010200 – GENERAL SITEWORK REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the Contract Documents apply to the work of this Section.

1.2 SITEWORK LAYOUT

A. Monuments and Benchmarks

1. Maintain all monuments, property corners, bench marks and other reference points.
2. If these are disturbed or destroyed during construction operations, have them replaced by a surveyor licensed in the State of North Carolina. This replacement shall be at no additional expense to the Contract.

B. Laying out the Work.

1. Locate all existing bench marks and other reference points.
2. Protect these points throughout construction.
3. Layout work utilizing these reference points.

C. Record Drawings

1. Maintain a record of the locations of all underground utilities and piping.
2. Maintain a record of any variations of the work.
3. Record Drawings shall be certified by a Land Surveyor registered in the State of North Carolina.
4. Submit these record drawings at Project Closeout.

1.3 MAINTENANCE OF TRAFFIC

- A. Maintain vehicular, pedestrian, and delivery vehicle traffic adjacent to this project. Maintain access to existing tower compound and utility cabinets. Comply with all applicable safety requirements.

1.4 SUBMITTALS

- A. Follow Architect's protocol for submittals requiring review by the Architect's consultants.

1.5 CORRELATION OF CONSTRUCTION DOCUMENTS

- A. Review construction documents thoroughly prior to the start of construction.
- B. Report any conflict or discrepancy discovered in the Construction Documents to the Architect prior to the start of construction.
- C. Report any conflict or discrepancy discovered between the Construction Documents and state and local governmental regulations to the Architect prior to the start of construction.

1.6 PROJECT CONDITIONS

- A. The conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to natural occurrences prior to the start of work.
- B. The location of existing underground utilities indicated is approximate only. Field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated. Call "NC one call" at 1800-632-4949 prior to the start of demolition work for assistance in the location of existing underground utilities.
- C. Should charted, uncharted or incorrectly charted utilities be encountered during demolition, contact the Architect immediately for instructions. Cooperate with Owner and utility companies to keep services and facilities in operation.

PART 2 - PRODUCTS

Not Applicable

PART 3 – EXECUTION

3.1 PROJECT CLEAN UP

- A. Clean site as construction progresses. Do not allow trash or other waste materials to accumulate.
- B. Prior to requesting the punch-list inspection, clean the site to the following requirements:
 - 1. Power wash all walks and pavements.
 - 2. The remainder of the site shall be broom clean.
 - 3. Remove all trash and debris.

3.2 EXISTING FACILITIES

- A. Preserve existing structures, equipment, signs, markers, guardrails and fences in their original condition unless otherwise noted on the plans or unless written permission is obtained for their removal and replacement.
- B. Replace damaged items at no additional cost to the Contract.

END OF SECTION 01 0200

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 10 00 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 Summary

- A. Scope of Work: Single Prime Contract for all work for: demolition and removal of buildings (including foundations and subsurface features) and features as indicated on the drawings, construction of erosion control measures as indicated on the Drawings and in these Specifications.
 - 1. Owner will occupy buildings in areas adjacent to demolition operations. Special care is to be taken to ensure Owner's operations are not interrupted without prior approval.
- B. Documents:
 - 1. Drawings are listed on the Cover Sheet of the Drawings.
 - 2. Specifications are listed in the Table of Contents of this Project Manual, showing Divisions and the related Sections.
- C. Furnish all materials, labor, tools, supplies, equipment, transportation, superintendence, temporary construction of every nature, insurance, taxes, contributions and all services and facilities, unless specifically excepted, and install materials, items and equipment required to complete the construction of the Project as set forth in the Contract Documents.
- D. Contract: The work will be constructed under a single prime stipulated sum prime contract with the Contractor covering all work. The Contractor shall act as project expeditor and coordinator for the Project.
- E. Related Work: The Contractor shall cooperate and coordinate his work with utility providers.

1.2 Special Safety Considerations

- B. Contractor is responsible for any hazardous materials handling.

1.3 Project Conditions:

- A. Project Expediting: For purposes of expediting the work, construction supervision and administration, the contractor shall be responsible for publishing the project schedule in the format specified below and monitoring the schedule progress. Initial approval of the schedule is subject to the Architect's and Owner's Representative review.
The Contractor shall have the following responsibilities:
 - 1. Schedule the work of all subcontractors and any separate contractors;
 - 2. Maintain a progress schedule for subcontractors and other separate contractors;
 - 3. Give adequate notice to subcontractors and other separate contractors; to insure efficient continuity of all phases of the work;
 - 4. Notify the Designer of any changes in the Project Schedule.
 - 5. It shall be the responsibility of the Contractor to cooperate with and obtain from the subcontractors and any other separate contractors on the job their respective schedules.
- B. Contractor's Use of Premises:
 - 1. Complete within the limits indicated on the Drawings.
 - 2. Upon Notice to Proceed, the Owner will make the Project site available to the Contractor for the operation under the Contract.
 - 3. Confine operations at Project Site to areas permitted by law, ordinances, permits, Contract Documents and Owner.
 - 4. Do not unreasonably encumber site with materials and equipment or block the Owner's access.
 - 5. Assume full responsibility for protection and safekeeping of products stored on premises.
 - 6. Move stored products, which interfere with operations of Owner and other contractors.

7. Obtain and pay for use of additional storage, parking and work areas needed for operations.
 8. Cooperate and coordinate Contractor's work and subcontractor's work, and any other separate contractors, including access to the Work.
- C. Partial Owner Occupancy:
1. Owner reserves the right to use and occupy in whole or any part of the improvements which have been completed sufficiently to permit use and occupancy without delaying Contractor's work. Use and occupancy by Owner shall not, however, be construed as acceptance of Work or any part, and any claim, which Owner may have against Contractor shall not be deemed to have been waived by occupancy. If prior use of the work delays the scheduled completion, Contractor shall be entitled to extension of time. Claims shall be in writing and shall be substantiated with supporting data.
 2. Execute Certificate of Substantial Completion for each specific portion of the Work prior to Owner occupancy.
 - a. After Owner occupancy Contractor shall allow:
 - 1) Access for Owner's personnel.
 - 2) Access for Owner's separate Contractor(s).
 - 3) Owner's security and protection of the site.
- D. Contractor's Responsibilities:
1. Review and check shop drawings, product data and samples. Submit to Architect/Engineer with notification of any discrepancies or problems anticipated in the use of the product.
 2. Receive, unload and handle products at the site, including uncrating and storage.
 3. Protect products from exposure to the elements and from damage.
 4. Assemble, install, connect, adjust and finish products, as stipulated in the respective sections of the Specifications.
 5. Repair or replace damaged items.
 6. Pay all required sales, consumer and use taxes and report tax paid with each pay application.
 7. Secure and pay for, as necessary for the execution of the Work and as applicable, all permits, permit fees, review fees, and licenses.
 8. Give all notices required by the Contract Documents or by governing regulations.
 9. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which pertain to proper performance of the Work, and promptly submit written notice to the Architect of any observed variance of the Contract Documents from legal requirements.
 10. Enforce proper discipline and good order among employees at all times.
 11. Maintain erosion control measures after every rain. Provide all measures necessary to control run-off.
 12. Keep site clean and tidy at all times.
- F. Survey of Existing Conditions:
1. Contractor acknowledges by executing the Bid Form, that he has visited and inspected the Project Site on which the Work is to be performed, that he has satisfied himself as to the nature and location of the Work, including any obstruction, amount of work, actual levels, the equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract.
 2. Contractor shall locate all public and private drainage or sewer lines, water, gas, and other utility and electrical service lines, piping and conduits in the way of new work. He shall see that services which are to be removed have been capped or plugged and made gas and water tight in conformance with applicable requirements of governing authorities and utility firms.

3. Failure by Contractor to have acquainted himself with available information concerning site conditions, including factors affecting costs and liabilities, shall not relieve contractor of responsibility for performance of work in accordance with requirements of Contract Documents and for amount of consideration named or otherwise determined.
 4. Contractor shall maintain all existing services to existing facilities.
- G. Concealed Utilities: When concealed utilities or services which are not on the Drawings are encountered during construction operations, the Contractor shall trace the services and determine which are active and which are abandoned. Abandoned lines shall be removed and capped or plugged as required. Active lines shall be relocated as required. The Contractor shall submit a sketch indicating the proposed relocations of such active lines. Materials to be used shall be those specified in the applicable Sections, where possible and shall match the existing installations where suitable materials are not specified.
- H. Phasing of Work: The Work shall be conducted in phases. Construction sequencing is to be coordinating with utility providers to ensure no utility service to adjacent occupied buildings is interrupted.

PART 2 – PRODUCTS
(Not Used)

PART 3 – EXECUTION
(Not Used)

END OF SECTION 01 10 00

SECTION 024113 - SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the Contract Documents apply to the work of this Section.
- B. Refer to the Section 012200 for required unit prices.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of existing asphalt and/or concrete pavement, concrete and/or asphalt walks, curbs and gutters, and other exterior site items indicated or not indicated which interfere with the Work.
 - 2. Removal and/or relocation of existing underground utilities and vaults.
 - 3. Removal and disposal of existing sanitary sewer pipe, water pipe, storm drainage pipe and appurtenances indicated. Filling of existing pipes to be abandoned in place.
 - 4. Removal of fencing.
 - 5. Removal of existing light & utility poles.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect items indicated to remain against damage and soiling. When permitted by the Architect, items may be removed to a suitable, protected storage location and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, remove demolished materials from the site with further disposition at the Contractor's option.
- B. Storage or sale of removed items or materials on-site will not be permitted.
- C. Historical items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to the

Owner, which may be encountered, remain the Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to the Owner.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by the Work.
- B. Record drawings at Project closeout.
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
- C. Proposed dust-control measures.
- D. Schedule of selective demolition activities indicating the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 5. Coordination of Owner's continuing occupancy of adjacent facilities.
 - 6. Locations of temporary partitions and means of egress.
- E. Inventory of items to be removed and salvaged or turned over to Owner.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: All work shall comply with Federal, State and Local laws and regulations concerning hauling and disposal of demolition debris.
- B. Notify the proper agencies prior to the start of work and obtain all necessary permits for this work.

1.7 PROJECT CONDITIONS

- A. Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to Owner's removal and salvage operations prior to the start of demolition work.
- B. The location of existing underground utilities indicated is approximate only. Field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated. Call NC one call at 1-800-632-4949 prior to the start of demolition work for assistance in the location of existing underground utilities.
- C. Should charted, uncharted or incorrectly charted utilities be encountered during demolition, contact the Architect immediately for instructions. Cooperate with Owner and utility companies to keep services and facilities in operation.

- D. Do not interrupt existing utilities serving facilities occupied and used by the Owner and others, except when permitted in writing by the Owner. Provide acceptable temporary utility service as required to maintain Owner's operations.

1.8 SCHEDULING

- A. Owner will occupy portions of the building immediately adjacent to the Work. Conduct selective demolition so that the Owner's operations will not be disrupted. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.
- B. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.
- C. Notify and coordinate any required relocation and/or removal of existing underground utilities, poles, meters or other above ground appurtenances with the appropriate utility company (i.e. power, telephone, cable and natural gas/propane) prior to the start of selective demolition work.

1.9 USE OF EXPLOSIVES

- A. Do not use explosives to perform selective site demolition work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Call NC one call at 1-800-632-4949 prior to the start of demolition work for assistance in the location of existing underground utilities. Field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated.
- B. Should uncharted or incorrectly charted existing utilities be identified, contact the Architect immediately for instructions. Provide a scale drawing with the location of the uncharted or incorrectly charted utilities for use by the Architect in preparing additional direction.
- C. Verify that utilities indicated as removed, abandoned and/or relocated have been disconnected and capped.
- D. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- E. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged and turned over to the Owner.

3.2 PROTECTION OF PERSONS AND PROPERTY

- A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

- B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
- D. Barricade areas of demolition occurring as part of this work, and post with warning lights as required by authorities having jurisdiction.
- E. Protect structures, buildings, utilities, walks, pavements, existing vegetation and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout and other hazards created by demolition operations.

3.3 POLLUTION CONTROLS

- A. Perform all work in accordance with the requirements of the latest edition of the North Carolina Erosion and Sediment Control Planning and Design Manual and those of the local Erosion Control official.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by the Work. Return adjacent areas to condition existing before start of selective demolition.

3.4 DEMOLITION OF EXISTING FACILITIES

- A. Electric Service
 - 1. Coordinate the removal and/or relocation of existing utilities with Power Company. No demolition work can start on structure until service has been disconnected and removed.
 - 2. Contact Power Company Representative to arrange for required removal and/or relocation of existing service.
 - 3. Protect existing service lines served by occupied facilities until all residents have vacated the premises.
 - 4. Follow proper safety protocols during demolition activities surrounding active electrical lines.
 - 5. Coordinate removal of existing power poles with provider.
- B. Phone Service
 - 1. Coordinate the removal and/or relocation of existing utilities with Phone Company. No demolition work can start on structure until service has been disconnected and removed.
 - 2. Contact Phone Company Representative to arrange for required removal and/or relocation of existing service.

3. Protect existing service lines served by occupied facilities until all residents have vacated the premises.

C. Cable Television

1. Coordinate the removal and/or relocation of existing utilities with Cable Company. No demolition work can start on structure until service has been disconnected and removed.
2. Contact Cable Company Representative to arrange for required removal and/or relocation of existing service.
3. Protect existing service lines served by occupied facilities until all residents have vacated the premises.

D. Gas

1. Coordinate the removal and/or relocation of existing utilities with Gas Company. No demolition work can start on structure until service has been disconnected and removed.
2. Contact Gas Company Representative to arrange for required removal and/or relocation of existing service.
3. Protect existing service lines served by occupied facilities until all residents have vacated the premises.

E. Fiber Optic Lines

1. Coordinate the removal and/or relocation of existing utilities with Fiber Optic Company. No demolition work can start on structure until service has been disconnected and removed.
2. Contact Fiber Optic Company Representative to arrange for required removal and/or relocation of existing service.
3. Protect existing service lines served by occupied facilities until all residents have vacated the premises.

F. Utilities

1. Coordinate the removal and/or relocation of existing utilities with the appropriate utility companies.
2. Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and to local jurisdictional codes.
3. Provide adequate means of support and protection during demolition and other construction operations for existing utilities that are to remain in place. Repair utilities damaged by construction operations to the satisfaction of the utility owner.
4. Coordinate with City of Greensboro for removal of water meters, fire hydrants, mains, etc.
5. Coordinate with City of Greensboro for removal of sanitary sewer services and mains.
6. Protect existing service lines served by occupied facilities until all residents have vacated the premises.

G. Asphalt Pavement

1. Remove asphalt concrete pavement by sawcutting to the full depth of the pavement. Provide neat sawcuts at the limits of pavement removal indicated.

H. Concrete Pavement, Walks and Curbs

1. Remove concrete pavement and walks to the nearest joint. Sawcut concrete if joints are not present adjacent to the area of demolition.
2. Sawcut concrete along straight lines to a depth of not less than 2 inches. Break out remainder of concrete, provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or sawcut entirely through concrete.

I. Light & Utility Poles

1. Remove and relocate light & utility poles as indicated. If poles are owned by a public utility, coordinate the relocation with them.

J. Fencing

1. Remove existing chain-link fencing as indicated on the drawings.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Do not burn demolished materials or debris.
- C. Transport and legally dispose of demolished materials off of Owner's property.

3.6 CLEANUP AND REPAIR

- A. Upon completion of demolition work remove all tools, equipment and demolition materials from site. Remove demolition work area protection and leave areas clean.
- B. Repair any demolition performed in excess of that required. Return elements of construction and surfaces to remain to the condition existing prior to the start of construction. Repair adjacent construction or surfaces soiled or damaged by demolition work.

END OF SECTION 024113

SECTION 024113 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings, concrete slabs and above-ground site appurtenances.
2. Removing below-grade construction such as foundations, basements, and footings.
3. Disconnecting, capping or sealing, and abandoning in-place site utilities.
4. Salvaging items for reuse by Owner.

B. Related Requirements:

1. Supplementary General Conditions for use of the premises.
2. Section 024113 "Selective Site Demolition" for site clearing and removal of above and below-grade site improvements not part of building demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing buildings and dispose of them off-site unless indicated to be salvaged.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones, and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PRE-INSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be demolished.
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data:

1. For refrigerant recovery technician.
 2. For demolition contractor.
- B. Engineering Survey: Contractor shall survey condition of buildings and adjacent surroundings and incorporate structural evaluation to access safe demolition.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection. Indicate proposed locations and construction of barriers.
- D. Schedule of Building Demolition Activities: Indicate the following:
1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 2. Temporary interruption of utility services.
 3. Shutoff and capping of utility services.
- E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by salvage and demolition operations.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Demolition Contractor: The contractor engaged in the demolition of structures must provide documented experience of a minimum of five years in the safe and successful demolition of structures of a similar size and complexity as that proposed for this project. Demolition firm shall be familiar with the regulatory requirements of the jurisdiction(s) having authority over the project scope. Experience shall include a minimum of five projects in the State of North Carolina.
1. Contractor shall employ experienced superintendent who will be on-site during demolition work and is capable of identifying existing and predictable hazards and who has authorization to take prompt corrective measures to eliminate them.
 2. Contractor shall have sufficient physical resources to perform the work in a timely manner so as not to delay the subsequent work on the site.
 3. Contractor shall perform the work of this Section with its own forces.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Safety Standards: Comply with applicable safety standards, including, but not limited to the following:

1. Demolition Safety Manual of the National Association of Demolition Contractors.
2. ANSI/ASSE A10.6
3. NFPA 241.
4. 29 CFR 1926 and 1910.

D. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings adjacent to demolition area may be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 1. Before building demolition, Owner and/or tenants will remove movable items they wish to save such as furnishings, fire extinguishers and laundry equipment.

PART 2 – PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify with Owner that utilities (including but not limited to: water, sewer, electric, natural gas, and communications) have been disconnected and capped and provide confirmation to the Engineer/Owner before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Contractor is responsible for the safety of the construction site, and if necessary shall engage a professional engineer or other qualified practitioner to perform an engineering survey of condition of buildings to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
 - 1. Arrange to shut off utilities with utility providers.
 - 2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
 - 3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
 - 4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, streets, landscaping, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings. Maintain pedestrian and vehicular access to adjacent buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.
- D. Temporary Protection: Erect temporary protection, such as fences and railings where required by authorities having jurisdiction and as indicated.
 - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 2. Maintain adequate ventilation when using cutting torches.
 3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish and remove foundation walls, footings, basements, and other below-grade construction in their entirety.
- D. Existing Utilities: Demolish and/or cap existing utilities and below-grade utility structures where indicated.

3.7 SITE RESTORATION

- A. Below-Grade Areas: Backfill and compact below-grade areas ready for further excavation or new construction. Engage testing agency to ensure compacted areas are 95% Standard Proctor. Refer to Earthwork Specification 31200.

- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes, and within 0.2' of existing grade. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

- C. Promptly repair damage to any adjacent buildings, structures, pavements, etc. not in the applicable phase caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.10 CLEANING

- A. Clean adjacent structures, paved areas, and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the Contract Documents apply to the work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protection of existing trees.
 - 2. Clearing and grubbing.
 - 3. Removal of trees and other vegetation.
 - 4. Topsoil stripping.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items indicated. Removal includes digging out and off-site disposing of stumps and roots or burning if allowed by local ordinance
- B. Tree Protection Zone: The area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.
- C. Topsoil: Friable, clay loam surface soil, found in varying depths.

1.4 MATERIALS OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees, plantings and other improvements adjoining the construction that might be misconstrued as damage caused by the Work.

1.6 PROJECT CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect existing improvements on adjoining properties and on Owner's property.

2. Restore existing improvements damaged by clearing operations to their original condition.
- C. The conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to natural occurrences prior to the start of clearing work.
- D. Do not commence site-clearing operations until erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 TREE PROTECTION FENCING

- A. Tree protection fencing shall conform to NCDEQ standards.

PART 3 – EXECUTION

3.1 PROTECTION OF EXISTING TREES AND VEGETATION

- A. Install tree protection fencing as indicated. Erect and maintain a temporary fence around the drip line of individual trees or around the perimeter drip line of groups of trees to remain.
 1. Do not store construction materials, debris, topsoil or other excavated material within the tree protection zone.
 2. Do not permit vehicles or other equipment within the tree protection zone.
 3. Maintain tree protection zones free of weeds and trash.
- B. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.
- C. Provide protection for roots over 1-1/2 inch diameter that are cut during construction operations. Coat cut faces with emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Architect.

3.2 SITE CLEARING

- A. General: Remove trees, shrubs, grass and other vegetation as required to permit installation of the Work. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of the Work.
- B. Clearing and Grubbing: Clear site of trees, shrubs and other vegetation within the clearing limits indicated.
 1. Completely remove stumps, roots, and other debris.

2. Use only hand methods for grubbing inside drip line of trees indicated to remain.
 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact to a density equal to adjacent original ground.
- C. Selective Clearing: Clear areas designated as “Selective Clearing” of all ground covers, underbrush and trees less than 6-inches in diameter at breast height. Coordinate extent of material removed with Architect.
1. Remove trees that appear to be dying or weakening for any reason and at any point during construction up to and including Final Acceptance at the Architect’s direction.

3.3 TOPSOIL STRIPPING

- A. Remove heavy growths of grass from areas before stripping.
- B. Strip topsoil to whatever depths are encountered, but to a minimum of at least 4 inches.
- C. Strip topsoil in a manner to prevent intermingling with underlying subsoil or other material.
 1. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- D. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
- E. Temporarily stockpile topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion.
 1. Do not stockpile topsoil within tree protection zones.
 2. Stockpile surplus topsoil to allow for respreading deeper topsoil.
- F. Dispose of unsuitable or excess topsoil in a legal manner off-site.

3.4 DISPOSAL OF WASTE MATERIALS

- A. Burning on Owner's Property: Burning is not allowed.
- B. Removal from Owner's Property: Remove waste materials generated by clearing operations from Owner's property and dispose of in a legal manner off-site.
 1. Remove waste materials and debris from the site in a manner to prevent spillage. Pavements and the area adjacent to the site shall remain free from mud, dirt and debris at all times.
 2. Clean up debris resulting from site clearing operations continuously with the progress of the work.

END OF SECTION 311000

SECTION 312000 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the Contract Documents apply to the work of this Section.
- B. Refer to the Section 012100 for required allowances and unit prices.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Excavation, filling, backfilling, and grading indicated and necessary for proper completion of the work.
 - 2. Preparing of subgrade for building slabs, walks, and pavements.
 - 3. Drainage/porous fill course for support of building slabs.
 - 4. Excavating and backfilling of trenches.
 - 5. Excavating and backfilling for underground mechanical and electrical utilities and buried mechanical and electrical appurtenances.

1.3 SUBMITTALS

- A. NCDOT approved Job Mix for stone.
- B. Imported fill (if required): Submit location of borrow pit and a sample of the soil for approval to the Owner's Engineer a minimum of fourteen (14) working days prior to use
- C. Geotextile Fabric
- D. Copy of Blasting Permit, approved by authorities having jurisdiction, for record purposes.

1.4 DEFINITIONS

- A. Excavation: Removal of all material (except for rock) encountered to design subgrade elevations indicated for cut areas and to subsoil elevations in fill areas. Excavation also includes subsequent respreading, moisture conditioning, compaction, and grading of satisfactory materials removed.
- B. Unauthorized Excavation: Removal of materials beyond the limits indicated in the definition of "Excavation" without specific direction of Architect.
- C. Additional Excavation: Removal, disposal and replacement of materials beyond the limits indicated in the definition of "Excavation" at the direction of the Architect. Refer to Part 3 of this Section for requirements of Additional Excavation.
- D. Subgrade: The undisturbed earth (in cut) or the compacted soil layer (in fill) immediately below granular subbase, drainage fill, or topsoil materials.
- E. Subsoil: The undisturbed earth immediately below the existing topsoil layer.

- F. Building Pad: The area extending 10 feet beyond the exterior limits of the building/column footings and down to undisturbed soils at a one horizontal to one vertical slope.
- G. Structures: The area extending a minimum of ten (10) feet beyond the edge of foundations, slabs, curbs, underground tanks, piping or other man-made stationary features occurring above or below ground surface.
- H. Pavements: The area extending 10 feet beyond the exterior limits of paved areas and down to undisturbed soils at a one horizontal to one vertical slope. The area extending 3 feet beyond the exterior limits of walks and down to undisturbed soils at a one horizontal to one vertical slope
- I. Subbase Material: Artificially graded mixture of crushed gravel or crushed stone meeting NCDOT specifications. Material type is indicated on the drawings.
- J. Drainage/Porous Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel meeting the requirements of NCDOT No. 57 Stone.
- K. Rock: Hard bed rock, boulders or similar material requiring the use of rock drills and/or explosives for removal. The criteria for classification of general excavation as rock is any material which cannot be dislodged by a Caterpillar D-8 Tractor, or equivalent, equipped with a single tooth hydraulically operated power ripper. The criteria for trench rock shall be that a Caterpillar 345 Backhoe, or equivalent, with a proper width bucket cannot remove the material.

1.5 ADDITIONAL WORK

- A. Earthwork operations are to be considered unclassified with exceptions noted below. Claims for concealed, unknown, or unanticipated subsurface conditions are limited to those circumstances where:
 - 1. Additional excavation work is required below the contract limits indicated to provide acceptable bearing for building pad, structures or pavements.
 - 2. Additional excavation work is required to raise, lower, or revise the footings, foundations or other parts of the building to provide acceptable bearing.
 - 3. Additional excavation work below the utility trench design elevations, for utilities outside the limits of the building, as required to provide acceptable bearing for the utility.
 - 4. Rock is encountered between existing grade and design subgrade.
- B. The risks of concealed, unknown, or unanticipated subsurface conditions (except for rock) from existing ground surface to the design subgrade elevations in cut areas and to subsoil elevations in fill areas shall be included in the Contract Amount and shall not be considered as grounds for additional costs to the Contract. The risks of concealed, unknown, or unanticipated subsurface conditions below the elevations stated above shall be considered as Additional Excavation.
- C. During construction, if concealed, unknown, or unanticipated subsurface conditions are encountered which require that footings, foundations or other parts of the building be raised, lowered or revised to provide acceptable bearing for the building or if, outside the building limits, additional depth of utility trench excavation below the design subgrade or subsoil elevations is required, immediately notify the Architect upon discovery of such condition prior to disturbing the material encountered.
- D. Payment for additional Work
 - 1. Additional excavation shall be counted toward the unit price allowances established in the Bid Form. *The Owner reserves the right to negotiate said unit price allowances prior to the Award of Contract.*

2. Lowering of footings shall be paid for at a negotiated amount. The additional excavation involved shall be counted toward the unit price allowance.
3. Rock removal, if required, shall be counted toward the unit price allowances established in the Bid Form. All rock removal required to complete work other than trenching shall be paid for at the unit price for mass rock removal. Rock payment lines are limited to the following:
 - a) Two feet outside of concrete work for which forms are required, except footings.
 - b) One foot outside perimeter of footings, two feet below bottom of footings.
 - c) In pipe trenches, 6 inches below invert elevation of pipe and 2 feet wider than outside diameter of pipe, but not less than 3 feet minimum trench width.
 - d) Outside dimensions of concrete work where no forms are required.
 - e) Under slabs on grade, 6 inches below bottom of concrete slab.
4. No payment will be made for unauthorized excavation.
5. The expense of surveying quantities of rock removal and additional excavation shall be included in the unit price allowances.

1.6 EARTHWORK BALANCE ADJUSTMENTS

- A. Adjustments of grades may be allowed with prior written approval of the Architect in order to accommodate shortfall or surplus of material that may occur. Should adjustments be allowed, maintenance of designed drainage patterns and required adjustments to drainage structures shall be a Contract responsibility. No additional payment will be made for these adjustments.
- B. Should material be required to be imported or exported to achieve the finish grades indicated on the drawings, importation and excavation and disposal off-site in a legal manner of the required material shall be a contract responsibility. No additional payment will be made for these operations.

1.7 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.
- B. Environmental Compliance:
 1. Comply with the requirements of the latest edition of the North Carolina Erosion and Sediment Control Planning and Design Manual for erosion control during earthwork operations.
- C. Testing and Inspection Service: Owner will employ and pay for an independent Geotechnical testing and inspection laboratory to perform soil testing and inspection service during earthwork operations. Cooperate with Owner's Geotechnical Engineer as required for testing and inspection of work. These services do not relieve the responsibility for compliance with Contract Document requirements.

1.8 PROJECT CONDITIONS

- A. Bidders and interested parties (prior to receipt of bids) are encouraged to conduct their own soil and subsurface investigations, examinations, tests, and exploratory borings to determine the nature of the soil conditions underlying the project site. Contact the Owner's office to make an appointment to enter the site for the purpose of conducting your own investigation prior to bid.
- B. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner of others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.
 - 1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without receiving Architect's written permission.
 - 3. Existing utilities across or along the line of work are indicated only in an approximate location. Locate all underground lines and structures. Call "NC one call" at 1-800-632-4949 prior to construction. If utilities are marked that are not shown on the plans, locate utility vertically and horizontally and provide information to architect. Repair and correct any damage to underground lines and structures.

1.9 SAFETY

- A. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
 - 1. Operate warning lights as recommended by authorities having jurisdiction and governing regulations and standards.
 - 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups CL, ML, GC, SC, GW, GP, GM, SM, SW, and SP.
- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups CH, OL, OH, MH, and PT. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at the time of compaction.
- C. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 4 inches in any dimension (2 inches for material used in trench backfill), debris, waste, frozen materials, vegetation and other deleterious matter.
- D. Imported material for structural fill shall comply with ASTM D2487 soil classification groups CL, ML, GC, SC, GW, GP, GM, SM, SW, and SP.

2.2 ACCESSORIES

- A. Non-woven Geotextile Fabric (for drainage): Mirafi 140N, or equivalent.
- B. Woven Geotextile Fabric (for reinforcement): AMOCO 2002, or equivalent.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect and maintain erosion and sedimentation controls during earthwork operations.

3.2 DEWATERING

- A. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
 - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrade and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use utility trench excavations as temporary drainage ditches.
- B. Should any springs or running water be encountered in the excavation, notify the Architect and provide discharge by trenches (or other acceptable means) and drain to an appropriate point of disposal. Provide temporary drainage facilities to minimize the flow of rainwater onto adjacent property. Repair any damage to property or to subgrade as a result of construction and/or dewatering (or lack thereof) operations at no additional cost to the Contract. If permanent provision must be made for disposal of water other than as indicated, the Contract price shall be adjusted.

3.3 EXPLOSIVES

- A. Blasting may be done only if authorized by the Owner and local authorities having jurisdiction. When explosives are used, experienced powdermen or persons who are licensed or otherwise authorized to use explosives shall execute the work. Explosives shall be stored, handled, and used in accordance with local regulations and with the “Manual of Accident Prevention in Construction” of the Associated General Contractor of America, Inc. Correct any damage to foundations or other work caused by use of explosives. Meeting the requirements of the blasting permit, if issued, is a Contract responsibility.

3.4 EXCAVATION

- A. Excavation consists of removal, placement and disposal of material encountered when establishing required subgrade or finish grade elevations.
 - 1. Excavation includes removal and disposal of pavements and other obstructions visible on ground surface; underground structures, utilities and other items indicated to be demolished and

removed; together with earth and other materials encountered that are not classified as rock or unauthorized excavation.

- B. Rock Excavation: If Rock is encountered the Owner's Geotechnical Engineer will verify that the material qualifies for classification as rock excavation.
 - 1. If rock is encountered in grading, remove to depths as follows:
 - a) Under surfaced areas, to 6" under the respective subgrade for such areas.
 - b) Under grass and planted areas - 12" minimum.
 - c) Under footings – Two feet below bottom of footing, One foot outside of perimeter of footing.
 - d) Under trenches – 6" below bottom of trench.
 - 2. After the Owner's Geotechnical Engineer verified that the material is rock, Contractor shall employ a surveyor licensed in the State of North Carolina to calculate the quantity of material removed as Rock Excavation. The quantity of rock calculated shall not exceed the volume determined by the payment limits. The Owner's Project Representative shall review the quantity calculated within 48 hours of receiving the survey notes.

3.5 EXCAVATION FOR BUILDING PAD AND STRUCTURES

- A. Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction and for review.
- B. Excavations for footings and foundations: Do not disturb bottoms of excavation. Excavate by hand to elevations required just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 1. Where rock is encountered, carry excavation to required elevations and backfill with crushed stone prior to installation of footing.
- C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot plus a sufficient distance to permit placing and removal of concrete formwork, installation of services, other construction and for review. Do not disturb bottom of excavations intended for bearing surface.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Cut surface under pavements to comply with cross-sections, elevations and grades as indicated.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to uniform width, sufficiently wide to provide ample working room and a minimum of 6 to 9 inches of clearance on both sides of pipe or conduit.
- B. Excavate trenches to depth indicated or required to establish indicated slope and invert elevations and to support bottom of pipe or conduit on undisturbed soil. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
 - 1. Where rock is encountered, carry excavation to required elevations and backfill with NCDOT #57 crushed stone prior to installation of pipe.

2. For pipes or conduit less than 6 inches in nominal size, and for flat-bottomed, multiple-duct conduit units, do not excavate beyond indicated depths. Hand-excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
3. For pipes and equipment 6 inches or larger in nominal size, shape bottom of trench to fit bottom of pipe for 90 degrees (bottom 1/4 of the circumference). Fill depressions with tamped sand backfill. At each pipe joint, dig bell holes to relieve pipe bell of loads ensure continuous bearing of pipe barrel on bearing surface.

3.8 EXCAVATION STABILITY

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

3.9 SUBGRADE INSPECTION

- A. Notify Architect when mass, trench and footing excavations have reached required subgrade. The Architect will arrange for an inspection of conditions by the Owner's Geotechnical Engineer. *Alternative procedures for arranging this review may be implemented at the Owner's written option.*
- B. If the Owner's Geotechnical Engineer determines that the subgrade bearing conditions are unacceptable, the Architect will authorize additional excavation until suitable bearing conditions are encountered.
- C. Proof-roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Under supervision of the Owner's Geotechnical Engineer, proofroll subgrade in cut areas below the building pad and pavement(s) with a loaded dump truck or other approved pneumatic tired vehicle. Should any unstable sub-soil be encountered below pavement or structures, break up the top eight inches of ground surface, pulverize, moisture-condition to optimum moisture content, and compact to percentage of maximum density as stated in Percentage of Maximum Density Requirements. Perform this work at no additional cost and/or time to the Contract.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.10 ADDITIONAL EXCAVATION

- A. Additional Excavation (Mass): Remove excavated materials and dispose of off-site as directed by the Architect. Replace this excavated material with satisfactory material placed and compacted according to the requirements of the "Placement and Compaction" section.
- B. Additional Excavation in Trenches: Remove excavated materials and dispose of off-site as directed by the Architect. Replace this excavated material with stone.
- C. Additional Excavation in Footings: Remove excavated materials and dispose of off-site as directed by the Architect. Replace this excavated material with lean concrete/flowable fill or with stone extending 12 inches laterally beyond the footing in all directions.
- D. The quantity of material removed as Additional Excavation (Mass, Trench or Footing) shall be calculated by a surveyor licensed in the State of North Carolina and employed by the Contractor. The Owner's Project Representative shall review the quantity calculated within 48 hours of receiving the survey notes.
- E. Protect the subgrade during construction. During wet conditions, the subgrade soils may become saturated and soften, possibly resulting in damage to the subgrade if disturbed by equipment. Correct subgrade damaged in this manner. No additional payment will be made to correct subgrade damaged in this manner.

3.11 UNAUTHORIZED EXCAVATION

- A. Correct Unauthorized Excavation as follows:
 - 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to Architect.
 - 2. Elsewhere, backfill and compact unauthorized excavations as indicated for authorized excavations of same classification unless otherwise directed by Architect.

3.12 STORAGE OF EXCAVATED MATERIALS

- A. Temporarily stockpile excavated materials acceptable for use as backfill and fill. Place, grade, and shape stockpiles for proper drainage. Cover to prevent windblown dust.
 - 1. Stockpile excavated materials away from edge of excavations. Do not store within the drip line of trees to remain.

3.13 BACKFILL AND FILL

- A. Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Acceptance by local authority having jurisdiction of construction below finished grade, including perimeter insulation.
 - 2. Review, approval, and recording of the locations of underground utilities.
 - 3. Removal of concrete formwork.
 - 4. Removal of shoring and bracing (including backfilling of voids with satisfactory materials).

5. Removal of trash and debris from excavation.
 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow or ice.
 - C. Ground Surface Preparation: Remove vegetation, debris, obstructions, and deleterious materials from ground surface prior to placement of fills.
 - D. Bench sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material. Plow, scarify, bench or break up sloped surfaces flatter than 1 vertical to 4 horizontal so fill material will bond with existing material.
 - E. Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials indicated in Part 2 of this Section.
 1. Under grassed areas, use satisfactory excavated or borrow material.
 2. Under walks, curbs, and pavements, use satisfactory excavated or borrow material.
 3. Under building slabs, use satisfactory excavated or borrow materials and drainage/porous fill material as indicated.

3.14 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place concrete to level of bottom of adjacent footing.
- D. Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.
- E. Place and compact initial backfill free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the utility pipe or conduit.
- G. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- H. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- I. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- J. All underground utility lines outside the building footprint, except lawn irrigation lines, shall be required to have a warning tape installed in the back between 6" and 24" below finished grade directly over piping.

1. Metallic lines shall be identified with durable printed plastic warning tapes, minimum 3” wide with lettering to identify buried line below.
 2. Non-metallic pipes, other than gas lines, shall be identified by detectable warning tape, minimum 2” wide, with lettering to identify buried line below.
 3. 2012 Fuel Gas Code, Section 404.13.3 Tracer: an insulated copper tracer wire or other approved conductor shall be installed adjacent to underground nonmetallic piping. Access shall be provided to the tracer wire or the tracer wire shall terminate above ground at the end of the non-metallic piping. The tracer wire size shall not be less than 18 AWG and the insulation type suitable for direct burial.
- K. Do not backfill trenches until any required testing and inspections have been completed and Architect authorizes backfilling. Backfill carefully to avoid damage or displacement of pipe systems.
- L. Under piping and conduit and equipment, use crushed stone where required over rock bearing surface and for correction of unauthorized excavation. Shape excavation bottom to fit bottom 90 degrees of cylinder.
- M. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.
- B. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations. Maintain the moisture content of the structural fill materials to within 2% or as required by Owner’s Geotechnical Engineer of the optimum moisture content until permanently covered.
- C. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to required density.
1. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
 2. Work wet materials as directed by the Owner’s Geotechnical Engineer. Base bids on working material daily for a maximum of five days of acceptable weather.
 3. No additional payment will be made for these operations.

3.16 COMPACTION OF SOIL BACKFILL AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- C. Control soil and fill compaction, providing minimum percentage of density indicated for each area classification indicated below. Correct improperly compacted areas or lifts as directed by Architect if soil density tests indicate inadequate compaction.
- D. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density at a moisture content within 2% of optimum or as required by Owner's Geotechnical Engineer in accordance with ASTM D698:
 - 1. Under structures and footings, compact each layer of backfill or fill material at 100 percent maximum density (refer to structural drawings and specifications for additional information).
 - 2. Under pavements, compact each layer of backfill or fill material more than 12 inches below the finish subgrade elevation at 95 percent maximum density. Compact each layer of backfill or fill material more within 12 inches of finish subgrade elevation at 98 percent maximum density. This includes ground under future expansion areas.
 - 3. Under grass or unpaved areas, compact each layer of backfill or fill material at 90 percent maximum density.
- E. Seal all fill areas at the end of each working day, utilizing a smooth drum roller.

3.17 GRADING

- A. General: Rough grading of areas within the Project, including cut and fill sections and adjacent transition areas, shall be reasonably smooth, compacted and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade-grader or motor patrol except as otherwise indicated. The finished subgrade surface from the grassed areas generally shall be not more than 0.2 feet above or below the final grade or approved cross section, with due allowance for topsoil.
- B. The tolerance for areas within 10 feet of building perimeter, walks and all areas to be paved shall not exceed 0.10 feet above or below the established subgrade. Finish all ditches, swales and gutters to drain readily. Unless otherwise indicated, evenly slope the subgrade to provide drainage away from building walls in all directions at a grade not less than ¼ inch per foot. Provide rounding at top and bottom of cut and fill slopes and at other breaks in grade.
- C. Protection of Graded Areas: Protect newly graded areas and areas of cut, fill and design/subgrade elevations from the actions of the elements and from deterioration as a result of construction operations and weather conditions (frost, rains, snow, sleet, hail, etc.). Repair any settlement or washing that occurs prior to or after acceptance of the work. Fill to required subgrade levels any areas where settlement occurs. Protect trees to remain, and, at all areas of the Site where construction operations are in progress, provide protection for the safety of occupants of the existing facilities.

- D. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- E. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus ½ inch.
- F. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.18 PAVEMENT SUBBASE COURSE:

- A. General: Place subbase material, in layers of indicated thickness, over subgrade surface to support a pavement base course.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.
- C. Shoulders: Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each subbase course layer. Compact and roll at least at 12" width of shoulder simultaneously with compacting and rolling each layer of subbase course.
- D. Placing: Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.
- E. When a compacted subbase course is 6" thick or less, place material in a single layer. When more than 6" thick, place material in equal layers, except no single layer more than 6" or less than 3" in thickness when compacted.
- F. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- G. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material over subbase course under hot-mix asphalt pavement.
 - 3. Shape subbase course to required crown elevations and cross-slope grades.
 - 4. Place subbase course 6 inches or less in compacted thickness in a single layer.
 - 5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

- H. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.19 BUILDING SLAB DRAINAGE COURSE

- A. General: Place drainage/porous fill material, over subgrade surface to support concrete building slabs and sidewalks areas indicated.
- B. Place drainage course on subgrades free of mud, frost, snow, or ice.
- C. Placing: Place drainage/porous fill material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting material during placement operations.
- D. When a compacted drainage course is indicated to be 6 inches thick or less, place material in a single layer. When indicated to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

3.20 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.
 - 1. If in the opinion of the Engineer, based on testing service reports and inspection, subgrade or fills have been placed that are below required density, perform additional compaction and testing until required density is obtained.
- B. Engage, and pay for, the services of a Geotechnical Engineer whose function shall be to afford complete engineering control by testing of the conditions of placement of all structural fills under and all compaction where required. Compaction of excavated areas must be observed by Geotechnical Engineer. Notification must be given in advance of known issues.
- C. The Geotechnical Engineer will be present as deemed necessary during all phases of the Work requiring filling, compaction operations or testing. The Geotechnical Engineer will provide the Engineer with written certification that fill and compaction was completed with accepted materials in accordance with the Documents, and give a professional opinion regarding shrinkage or settlement of fill and safe load bearing capacity of fill.
- D. Site Preparation and Proofrolling: The Geotechnical Engineer will determine if any additional excavation or in-place densification is necessary to prepare a subgrade for fill placement.
- E. Fill Placement and Compaction: The Geotechnical Engineer will witness all fill operations and take sufficient in-place density tests to verify that the indicated degree of fill compaction is achieved. The Geotechnical Engineer will observe and approve borrow materials used and shall determine if their existing moisture contents are suitable/acceptable.
- F. The Geotechnical Engineer will submit copies of his reports, recommendations and/or opinions to the Architect/Engineer and Contractor and the Owner.

3.21 EROSION CONTROL:

- A. Provide erosion control methods in accordance with requirements of authorities having jurisdiction, the North Carolina Erosion and Sediment Control Handbook, and as indicated in the Contract Documents.

3.22 PROTECTION

- A. Repair and reestablish grades in settled, eroded, and rutted areas to indicated tolerances.
- B. Reconditioning Compacted Areas: Where subsequent construction operations or adverse weather disturbs completed compacted areas, scarify surface, reshape, and compact to required density prior to further construction.
- C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- D. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.23 DISPOSAL OF WASTE MATERIALS

- A. Removal from Owner's Property: Remove excess and/or waste materials, including trash and debris, and dispose of it off Owner's property in a legal manner.
- B. Dispose of excess material and materials not acceptable for use as backfill or fill legally offsite.
- C. Do not remove topsoil from site until it has been demonstrated to the Owner's satisfaction that it is excess.

END OF SECTION 312000

SECTION 312500 - EROSION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The provisions of the Contract Documents apply to the work of this Section.
- B. The North Carolina Erosion and Sediment Control Planning and Design Manual, latest edition.

1.2 SUMMARY

- A. This Section includes the installation, maintenance and removal of erosion control measures required for prevention of sediment leaving the project site.

1.3 EROSION AND SEDIMENT CONTROL PERMIT

- A. Prior to commencement of work, obtain a copy of the approved Erosion and Sediment Control Plan & permit.
- B. Schedule a pre-construction conference on-site with the Engineer and NCDEQ Environmental Inspector. Hold this meeting prior to the start of any construction activities.

1.4 SUBMITTALS

- A. Copies of the weekly Erosion Control Measure inspection reports. These may be submitted at the monthly progress meetings.
- B. Applicable Erosion Control Products.

PART 2 - PRODUCTS

2.1 EROSION CONTROL PRODUCTS:

- A. Safety Fence
 - 1. Chain link fence to totally enclose the entire perimeter of the site in each phase.
- B. Construction Entrance
 - 1. Heavy-duty stone aggregate and filter fabric construction entrance, complying with the requirements of Section 6.06 of the North Carolina Erosion and Sediment Control Planning and Design Manual.
 - 2. The water source for washing operations shall be the responsibility of the Contractor.
- C. Sediment Fence
 - 1. Synthetic filter fabric, complying with the requirements of Section 6.62 of the North Carolina Erosion and Sediment Control Planning and Design Manual.
 - 2. Steel posts 1.33 lb/lf with a minimum length of 5 feet.

D. Storm Drain Inlet Protection

1. Hardware cloth and gravel inlet protection, complying with the requirements of Section 6.51 of the North Carolina Erosion and Sediment Control Planning and Design Manual.
2. Block and Gravel Curb Inlet Sediment Filter complying with the requirements of Section 6.52 of the North Carolina Erosion and Sediment Control Planning and Design Manual.

E. Riprap

1. A layer of stone designed to protect and stabilize areas subject to erosion, complying with Section 6.15 of the North Carolina Erosion and Sediment Control Planning and Design Manual.
2. The size of the stone required is indicated on the drawings.

F. Culvert Inlet Protection

1. Rock pipe inlet protection, complying with Section 6.55 of the North Carolina Erosion and Sediment Control Planning and Design Manual.

G. Temporary Seeding

1. Planting rapid growing annual grasses, small grains or legumes to provide initial temporary cover for erosion control on disturbed areas, complying with Section 6.10 of the North Carolina Erosion and Sediment Control Planning and Design Manual.

H. Temporary Diversion

1. A temporary ridge or excavated channel or combination ridge and channel constructed across sloping land on a predetermined grade, complying with Section 6.20 of the North Carolina Erosion and Sediment Control Planning and Design Manual.

I. Temporary Skimmer Basin

1. A small, temporary ponding basin formed by an embankment or excavation to capture sediment, complying with Section 6.60 of the North Carolina Erosion and Sediment Control Planning and Design Manual and to the details indicated on the Drawings.

J. Outlet Protection

1. A structure designed to control erosion at the outlet of a channel or conduit, complying with Section 3.40.1 of the North Carolina Erosion and Sediment Control Planning and Design Manual.

K. Dewatering Structure

1. A temporary filtering device used for dewatering operations, complying with the requirements of Sections 6.62 and 6.65 of the North Carolina Erosion and Sediment Control Planning and Design Manual.

PART 3 - EXECUTION

3.1 INSTALLATION OF EROSION CONTROL MEASURES

- A. Install all erosion and sediment control measures per the requirements of the North Carolina Erosion and Sediment Control Planning and Design Manual.
- B. Protect all points of construction ingress and egress to the site to prevent tracking of mud onto public streets. Provide temporary construction entrances at all points of access to the site.
- C. Clear only those areas necessary for installation of the perimeter erosion control measures. The balance of the site shall not be cleared or otherwise disturbed until the perimeter erosion control measures are installed, functional and approved by the NCDEQ Environmental Inspector.
- D. Follow the construction sequence and install erosion control measures as indicated on the Drawings and as directed by the NCDEQ Environmental Inspector.
- E. Install additional measures as necessary to prevent sediment from leaving the project site.

3.2 MAINTENANCE OF EROSION CONTROL MEASURES

- A. Maintain all erosion and sediment control measures per the requirements of the North Carolina Erosion and Sediment Control Planning and Design Manual.
- B. At a minimum, the following maintenance is required:
 - 1. Safety Fence
 - a) Review fence regularly for damage. Repair any damage immediately.
 - b) Secure the fence at the end of each working day. Repair or replace all locking devices as necessary.
 - 2. Construction Entrance
 - a) Wash and rework stone and/or place additional stone as required to prevent tracking of mud onto the roadways.
 - b) Clean out the sediment-trapping device for the washrack.
 - c) Remove all materials spilled, dropped, washed or otherwise tracked onto roadways or into storm sewers immediately. Do not use water trucks to wash the roadways.
 - 3. Sediment Fence
 - a) Inspect immediately following each rainfall and at least daily during prolonged rainfall.
 - b) Make any required repairs immediately. Give special attention to damage resulting from end-runs and undercutting.
 - c) Replace fabric that is decomposing or is otherwise ineffective.
 - d) Clean out accumulated sediment following every storm event. Do not allow sediment to accumulate higher than one-half the height of the barrier.
 - 4. Storm Drain Inlet Protection
 - a) Inspect immediately following each rainfall and at least daily during prolonged rainfall.
 - b) Remove and clean or replace stone filters that have been clogged with sediment. Make any required repairs immediately.
 - c) Remove accumulated sediment as required. Do not allow sediment to accumulate higher than one-half the height of the measure.

- d) Remove and replace sediment bag/silt sack inlet protection that has been clogged with sediment.
- 5. Riprap
 - a) Inspect riprap following every storm event. Re-lay riprap as necessary to prevent concentrated flow from running under or around the riprap.
 - b) Clean out accumulated sediment from the riprap.
- 6. Temporary Skimmer Basin
 - a) Remove sediment and restore the trap to its original dimensions once the sediment accumulates to the cleanout level. Refer to the drawings for the appropriate cleanout level elevations.
 - b) Any pumping shall be discharged through an approved dewatering structure.
 - c) Remove and clean or replace stone choked with sediment.
 - d) Regularly check the structure to ensure that it is structurally sound. Immediately repair any damage discovered.
- 7. Outlet Protection
 - a) Inspect outlet protection following every storm event. Re-lay riprap as necessary to prevent concentrated flow from running across the outlet protection.
- 8. Temporary Seeding
 - a) Re-seed and mulch areas where cover is inadequate to protect against erosion until adequate cover is obtained.
- C. Remove accumulated sediment as required and at appropriate intervals to maintain the effective function of all erosion control measures.
- D. Inspect, repair and remove accumulated sediment from erosion control measures following significant (greater than ½”) rainfall events.
- E. If erosion control measures become clogged, causing the impoundment of water, restore the measures immediately. Pondered water poses a potential drowning hazard and shall be relieved immediately by either pumping (through an approved dewatering structure) or by removal of the blockage.

3.3 REMOVAL OF EROSION CONTROL MEASURES

- A. Remove all temporary erosion control measures following the stabilization of the site. Do not remove erosion control measures until authorized by the NCDEQ Environmental Inspector.
- B. Topsoil, permanently seed and stabilize areas occupied by erosion control measures.

END OF SECTION 312500

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 Múltiples 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.