



Bid Documents

First Floor Improvements and Accessible Front Entrance

Golden Age Manor, 400 Walnut Street, Royersford, PA 19468

Montgomery County Housing Authority
Modernization Department
Robert P. Smith Towers
501 East High Street
Pottstown, PA 19464
610-326-7332
PA Voice Relay 800-654-5988

October 29, 2026

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Section I: Invitation for Bids

A. Formal Invitation

Contractors are to review the formal Invitation for Bids included under **Appendix B**.

B. Building Location, Structure, Composition and Notice

Golden Age Manor is an occupied 5-story building built in 1971 (approximately 62,600 square feet) with 85 units (50, 0-bedroom and 35, 1-bedroom) that serves income eligible, elderly and disabled residents.

Notice is hereby given that The Montgomery County Housing Authority (MCHA) will receive sealed bids electronically via the PennBid Program (<https://pennbid.bonfirehub.com>) for **General, Electrical, Mechanical, and Plumbing Construction for Golden Age Manor First Floor Improvements and Accessible Front Entrance, 400 Walnut Street, Royersford, PA 19468** for the scope of work which is included under Appendix A and any addenda.

C. Bid Structure

The Bid is structured as follows:

- **General Construction (GC)** – One (1) base bid for entire scope of work included under Appendix A and any addenda and four (4) deduct alternates.
- **Electrical Construction (EC)** - One (1) base bid for entire scope of work included under Appendix A and any addenda.
- **Mechanical Construction (MC)** - One (1) base bid for entire scope of work included under Appendix A and any addenda.
- **Plumbing Construction (PC)** - One (1) base bid for entire scope of work included under Appendix A and any addenda.

The MCHA reserves the right to accept or reject any bid if the MCHA determines that it is in its best interest to do so.

If a bidder submits bids for multiple primes (GC, EC, MC, and PC), then the bidder must submit a separate and complete sealed bid and Bid Bond with Certificate of Corporate Principal via the PennBid Program for each prime. After award, a Signature Form, Performance Bond, Payment Labor and Materialmen's Bond and Agreement must be submitted for each prime.

If the same bidder successfully bid for more than one prime, the bidder will be required to submit separate executed forms (payment and performance bonds on the required forms, properly executed Public Works Employee Verification Forms, agreement and insurance certificates reflecting the required coverages and limits) for each prime awarded within two (2) business days of notification of the MCHA's award for each prime.

Any questions or concerns should be submitted to the MCHA in accordance with the Instructions to Bidders, as modified by the Supplementary Instructions to Bidders.

Section II: Bid Documents

A. Bid Documents

Bid Documents, including plans and specifications may only be viewed on PennBid Program (<https://pennbid.bonfirehub.com>) on or after **Thursday, October 29, 2026.**

B. Pre-Bid Meeting and Site Visit

A Non-Mandatory Pre-Bid Meeting is scheduled for **10:00 A.M.** prevailing time on **Thursday, November 5, 2026** at Golden Age Manor, 400 Walnut Street, Royersford, PA 19468. Site visit will immediately follow.

C. Bid Package

Contractors bidding on this project are to submit forms listed below and under **Appendix B**. If a bidder plans to submit bids for multiple primes (GC, EC, MC, and PC), then the bidder must submit the forms below for each prime. Sealed Bids must be submitted electronically via the PennBid Program (<https://pennbid.bonfirehub.com>). **MCHA will only accept Bids submitted electronically via the PennBid Program.**

1. Required forms that **MUST BE UPLOADED** on PennBid with bid for your bid to be responsive:
 - ☐ Bid Bond with Certificate as To Corporate Principal (3 pgs.)
 - ☐ Non-Collusion Affidavit of Prime Bidder (1 pg.)
 - ☐ Representations, Certifications, and Other Statements (HUD-5369-A) (4 pgs.)
 - ☐ Bid Cost Breakdown Form (4 pgs.)*
 - ☐ BABA Bidder Certification Form (1 pg.)
2. Upon request from MCHA, the following forms **MUST BE** completed within two days:
 - ☐ Transmittal Letter (1 pg.)
 - ☐ Invitation for Bids (1 pg.)
 - ☐ Instructions to Bidders for Contracts (HUD-5369) (5 pgs.)
 - ☐ Supplementary Instructions to Bidders (5 pgs.)
 - ☐ Statement of Bidders Qualifications for Prime Contractor (2 pgs.)
 - ☐ Form of Certificate of Insurance (2 pgs.)
 - ☐ Certification of Section 3 Business Concern (2 pg.)
 - ☐ Statement of Information Required by HUD Form NO. 674 (1 pg.)

* The Bid Cost Breakdown is provided as information to the MCHA. The Bid Cost Breakdown shall in no way alter the Bidder's bid price, nor shall it serve to limit the scope of work required by Contract Documents.

All Bids submitted shall be subject to all requirements of the Bid Documents and scope of work.

All forms in the Bid Package must be signed and notarized where required. Any Bids not conforming to these instructions may be rejected at the sole discretion of the MCHA. Upon request, bidders shall submit additional documents within two (2) business days.

Statement of Bidders Qualifications for Prime Contractor must be submitted.

Bidders are advised that general conditions, profit and overhead limited to 20% of all other line items except bond premium.

D. Security Requirements

A Certified Check or Bank Draft, payable to the order of "The Montgomery County Housing Authority", U.S. Government Bonds, or a satisfactory Bid Bond, executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid shall be submitted electronically via the PennBid Program (<https://pennbid.bonfirehub.com>). For Treasury Listing of Approved Sureties see <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html> and/or **Appendix F**.

E. Submission Deadline

Bid packages will be submitted electronically via the PennBid Program (<https://pennbid.bonfirehub.com>) **until 1:00 P.M. prevailing time, Thursday, November 19, 2026,** at which time, the Bids will be publicly opened at Robert P. Smith Towers, 501 East High Street, Pottstown, PA 19464. MCHA will only accept Bids submitted electronically via the PennBid Program.

F. Explanations and Interpretations

All explanations and interpretations to prospective bidders shall be in accordance with Instructions to Bidders for Contracts, 2. Explanations and Interpretations to Prospective Bidders and the Supplement Instructions to Bidders, page 2 and 3 of 5 under **Appendix B**.

G. General Conditions for Construction

Contractors are to review the General Conditions for Construction Contracts (HUD-5370) and Supplemental General Conditions under **Appendix C**.

H. Representation of Personnel

In submitting their Bids respondents are representing that their personnel shall be available to perform the services described for the duration of the contract, barring illness, accident or other unforeseeable events of a similar nature in which cases the respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the bid due date and time. Furthermore, all personnel shall be considered to be, at all times,

the sole employees of the respondent under its sole direction and not employees or agents of the MCHA.

The MCHA requires that contractors, their employees, subcontractors, consultants and employees of subcontractors and consultants provide the MCHA with a satisfactory State Criminal History Report from the state that contractors, their employees, subcontractors, consultants and employees of subcontractors and consultants reside in from the State Police (if Pennsylvania use <https://epatch.state.pa.us/Home.jsp>) and nationwide criminal history report from a reputable criminal background search firm for each individual who will be on site performing work for the MCHA. **Such reports shall be dated no earlier than six months prior to the date of submission to the MCHA. The reports must be submitted within 10 days of contract execution.**

The MCHA will review the reports and may disqualify an individual based upon the content of the report if the MCHA determines that the information in the report reveals a history of conduct that would adversely affect the health, safety, welfare, right to peaceful enjoyment or personal security of the MCHA's employees or residents. The MCHA will notify the Contractor in writing if (a) the MCHA determines that any individual is disqualified, (b) the MCHA determines that the reports provided are inadequate and further reports are necessary or (c) if the MCHA determines that further information is necessary to evaluate the report. The Contractor shall bear all costs associated with providing the MCHA with satisfactory reports and other related information.

I. Health and Safety Protocols

Contractors shall be required to comply with MCHA health and safety protocols, which are subject to change and may include, among other things, masking, social distancing, gloves, and sanitizing stations.

J. Timeline Summary

The contractor shall complete all work required under the contract within 180 calendar days from Notice to Proceed until final acceptance. See General Conditions for Construction Contracts (HUD-5370), Administrative Requirements, 25. Contract Period, **Appendix C**.

K. Warranty of Construction

The contractor warrants the owner that the work performed for this project conforms to the project requirements and is free of any defect in equipment, material, or workmanship, performed by the contractor or subcontractor or supplier at any tier for a period of three (3) years from the date of final acceptance of the work. Manufacturer's warranties shall be given to MCHA with closeout documents.

The contractor must provide the warranties as described in the Technical Specifications and the warranty form included with these Bidding Documents in Appendix E.

L. Labor Standards – Davis Bacon and Related Acts

The project is subject to Labor Standard Requirements as outlined in the General Conditions for Construction Contracts (HUD-5370), 46. Labor Standards – Davis Bacon and Related Acts, **Appendix C**.

The prevailing wage rates in effect for this project are:

Building, General Decision Number: **PA20260099**, Modification Number **2** Publication Date **10/1/2026**, **Appendix D**.

This project is subject to the Public Works Employment Verification Act. As a precondition of the Contract, the successful bidder shall submit a properly executed Public Works Employment Verification Form to MCHA along with its payment and performance bonds and insurance certificates.

MCHA uses LCP Tracker payroll system. All payrolls are to be submitted weekly through the LCP Tracker payroll system for contractors and their sub-contractors. Contractors are responsible for their sub-contractor's payroll submittals.

M. Liquidated Damages

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 MCHA as liquidated damages, the sum of **\$500.00** for each day of delay. See Supplemental General Conditions, Appendix C.

N. Additional Conditions of the Owner

The contract is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968 as amended. These provisions impose certain requirements on contractors and subcontractors on projects receiving HUD financial assistance to enhance economic opportunities for low and very low income persons, as well as certain record keeping and reporting requirements.

Attention is called to the fact the Contractor must ensure that employees and applicants for employees are not discriminated against because of their race, color, religion, sex or national origin.

All Contractors are to review General Conditions and Certification of Section 3 Business Concern under **Appendix C**.

The MCHA reserves the right to reject any or all Bids or to waive any informalities or irregularities in the bidding when, in the opinion of the MCHA, such rejections or waivers shall be to its interest or advantage.

Prior to awarding this contract, Bids may be held by the MCHA for a period not to exceed **sixty (60) calendar days** from the date of Bid Opening for the purpose of reviewing the Bids and investigating the qualifications of Bidders. If award is delayed pending the approval of another government agency or the award of a grant, then the Bid may be held for up to 120 days.

O. Build America, Buy America Requirements

This project is subject to the Build America, Buy America Act; therefore, all iron, steel, manufactured products, and construction materials incorporated in the Project must be produced in the United States. For further information on these requirements and the Contractor's obligations, please see the Supplemental General Conditions.

P. Contract Forms

All contractors are to review the contract forms included under **Appendix E**. The successful bidder will be responsible to complete these contract forms in their entirety following bid award.

Signature Form (1 pg.)
Previous Participation Certification HUD-2530 (2 pgs.)
Public Works Employee Verifications Form (1 pg.)
Performance Bond (3 pgs.)
Payment\Labor and Materialmen's Bond (2 pgs.)
Agreement (2 pgs.)
Stipulation Against Liens (1 pg.)
Contractor's Certification (2 pgs.)
Sub-Contractor's Certification (2 pgs.)
MCHA Section 3 Forms:
 Section 3 New Requirements (2 pgs.)
 Is My Business a Section 3? (1 pg.)
 Am I a Section 3 Worker? (1 pg.)
 Certification of Section 3 Employee Status (1 pg.)
 Hours Worked Reporting Form (1 pg.)
BABA Contractor and Subcontractor Certification
Warranty of Construction (3 pgs.)

Appendix A: Plans and Specifications

Appendix B: Bid Package

Appendix C: General Conditions for Construction Contracts (HUD-5370) and Supplemental General Conditions

Appendix D: Davis Bacon Prevailing Wage Rates

Appendix E: Contract Forms

Appendix F: Treasury Listing of Approved Sureties

Appendix A: Plans and Specifications



Plans

Appendix B: Bid Package

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned _____
_____ as PRINCIPAL, and _____
as SURETY are held and firmly bound unto Montgomery County Housing Authority hereinafter called the
MCHA, in the penal sum of _____ Dollars (\$_____))
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
accompanying Bid, dated _____, 20_____, for

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein
after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall
within the period specified therefor, or if no period be specified within ten (10) days after the prescribed forms
are presented to him for signature, enter into a written contract with the MCHA in accordance with the Bid as
accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful
performance and proper fulfillment of such Contract and provide the required certificates of insurance and a
properly executed Public Works Employment Verification Form or in the event of the withdrawal of said Bid
within the period specified, or the failure to enter into such Contract and give such bond within the time
specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for
which the MCHA may procure the required work or supplies or both, if the latter amount be in excess of the
former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In the event that Bidder defaults in any of its undertakings herein assumed, including without limitation,
its obligation to execute and deliver the Agreement prescribed and to furnish the bond required, the insurance
certificates required, and a properly executed Public Works Employee Verification Form within ten (10) days
after the Agreement is presented to it for signature, the Bidder hereby empowers any Prothonotary or attorney
of any Court or Record to appear for Bidder in any and all actions which may be brought for damages or other
charges or expenses resulting from any default and/or to sign for Bidder an agreement for entering in any
competent Court and amicable action or actions for the recovery of such damages or other charges or expenses,
and in said suits or in said amicable action or actions, to confess judgement against Bidder for all or any part of
the damages resulting as aforesaid, and for interest and costs together with an attorney's commission of 5%.
Such authority shall not be exhausted by one exercise thereof, but judgement may be confessed as aforesaid
from time to time as often as any such damage accrues.

The remedies hereinabove given to the MCHA and all rights and remedies give to it by law and equity
shall be cumulative and concurrent.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 20 ____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

~SEAL~

Individual Principal

~SEAL~

Business Address

Individual Principal

Business Address

ATTEST:

Corporate Principal

Business Address

~Affix~

BY: _____

~Corporate~

~Seal~

ATTEST:

Corporate Surety

COUNTERSIGNED:

BY: _____

BY: _____

~Affix~

~Corporate~

~Seal~

Attorney-in-Fact,
Commonwealth of Pennsylvania

(Power of Attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

~Corporate~
~Seal~

Title

IMPORTANT NOTE

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 where the Project is located.

NON-COLLUSION AFFIDAVIT

State of _____ :
County of _____ :

Contract/Bid No: _____

I state that I am _____ (TITLE) of _____ (COMPANY) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and being duly sworn, I hereby state the following:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be make to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my form is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, (COMPANY) its affiliates, subsidiaries, officers, directors and employees are not currently under any investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: _____; and

(6) Neither I nor anyone on behalf of this firm have agreed with another firm or representative or agent of another firm to sell items or services at the same price, to submit identical bids, to rotate bids, to share profits with a contractor who does not submit the low bid, to submit prearranged bids, agreed upon higher or lower bids or other complementary bids, to set up territories to restrict competition or not to submit bids.

I state that _____ (COMPANY) understands and acknowledges that the above representations are material and important, and will be relied on the Montgomery County Housing Authority in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Montgomery County Housing Authority of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20__

My Commission Expires

(Notary Public)

**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)

BID COST BREAKDOWN
GOLDEN AGE MANOR FIRST FLOOR IMPROVEMENTS ACCESSIBLE FRONT ENTRANCE
GENERAL CONSTRUCTION CONTRACT

Item #	Description of Work	Unit of Measure	Total Cost
GENERAL CONTRACT			
1	Mobilization	LS	
2	Bonds	LS	
3	Permits	LS	
4	General Conditions	LS	
	Mobilization, Temporary facilities, Temporary partitions for occupied building phasing, Protection of existing finishes, Construction scheduling, Cleanup, Closeout documents, Attic stock requirements. (Bidders are advised that general conditions, profit and overhead are limited to 20% of all line items except bond premium)		
5	Selective Demolition	LS	
	Interior wall demolition, Flooring demolition, Ceiling demolition, Countertop demolition, Cabinet demolition, Door and frame removals, Transaction window removal and relocation, Salvage and storage of owner items, Relocation of area of refuge equipment, Bathroom Accessories. Disposal and hauling		
6	Concrete and Exterior Improvements	LS	
	Demolish existing concrete, New accessible ramp/landings, New concrete walks/slab, Concrete repair at front entry stair rail locations, Replace CIP stair on Walnut Street, Accessible entrance improvements, sawcuts, tie ins, replace flag pole/footings, replace exterior building sign/footings, exterior light footings, erosion sedimentation control, interior sawcuts		
7	Metals	LS	
	Aluminum handrails, Interior handrails, Metal supports, Mailbox framing, Miscellaneous metals		
8	Canopy Construction	LS	
	Nichiha wood-look soffit system, Associated structural repairs and prep, paint and finishes, Associated structural modifications		
9	Rough Carpentry/Framing	LS	
	New wall framing, ADA unit framing, Furred walls, Temporary partitions, Blocking for accessories, Thru-wall unit penetrations (masonry cuts, framing, flashing/caulk/waterproofing, etc).		
10	Doors, Frames & Hardware	LS	
	HM & Wood Doors, Door painting and hardware upgrades, Card reader coordination, Kick plates and specialty hardware		
11	Drywall Partitions	LS	
	New rated partitions, New gypsum board walls, CMU infill, Acoustical insulation, Fire-rated walls at ADA units, Lobby modifications, Management office modifications		
12	Architectural Millwork & Casework	LS	
	Community Kitchen: Solid surface counters, counter modifications, cabinet modifications, apron cabinetry		
	Management Office: Transaction counter, File storage cabinetry		
	ADA Units - ADA kitchen cabinetry, ADA vanity cabinetry, closet shelves		
	Public Spaces: Mailbox Assemblies, Check-drop installation		
13	Acoustical Ceilings	LS	
	ACT-1 ceiling systems, ACT-2 feature ceilings, Grid replacement, Axiom trim, Ceiling modifications throughout first floor		
14	Flooring	LS	
	LVT-1, LVT-2, LVT-3, Epoxy Flooring, Transitions/Base		
15	Painting & Finishes	LS	
	Storefront coating system, Door and frame refinishing, Existing metal painting, Accent walls, Typical Walls/ Baseboard heat cover painting, Provide/Install Mural.		
16	Wall Protection	LS	
	Acrovyn wall protection, Corner guards, Aluminum trim, Handrail, Solid surface wall caps		
17	Tile and Restroom Finishing	LS	
	CT-1 through CT-5 tile, Restroom wall tile, ADA shower surrounds, Privacy panels, Wet wall systems		
18	Window Treatments	LS	
	Draper Shades		
19	Furnishings & Accessories	LS	
	Mailboxes, Check drop, Fire extinguisher cabinets, Toilet accessories, ADA accessories, Mirrors, Medicine cabinets, Grab bars, Shower seats, Signage		
20	Landscape		
	Removal of Existing Landscape, installation of plants (trees, shrubs, perennials/groundcover, etc)		
21	Deduct Alternates		
	Alternate No. 1: Landscape on Walnut	LS	
	Alternate No. 2: Landscape near Main Entry	LS	
	Alternate No. 3: Landscape near Driveway	LS	
	Alternate No. 4: New Park Benches	LS	
	Base Bid - General Construction Contract - Construction Cost Total		\$ -

The Bid Cost Breakdown is provided as information to the MCHA. The Bid Cost Breakdown shall in no way alter the Bidder's bid price, nor shall it serve to limit the scope of work required by Contract Documents

PLUMBING CONSTRUCTION CONTRACT

Base Bid - Plumbing Construction Contract - Construction Cost Total

price, nor shall it serve to limit the scope of work required by Contract Documents

MECHANICAL CONSTRUCTION CONTRACT

Base Bid - Mechanical Construction Contract - Construction Cost Total	\$ -
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Documents

ELECTRICAL CONSTRUCTION CONTRACT

Base Bid - Electrical Construction Contract - Construction Cost Total	\$ -
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Documents

Bidder's Build America, Buy America Act (BABA) Certification

Project Name _____

This project is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States. This means that all manufacturing processes, from the initial melting stage through the application of coatings for iron and steel, and all manufacturing processes for manufactured products and construction materials, must occur in the United States.

Documentation of BABA compliance must be provided by the contractor for all iron, steel, manufactured products, and construction materials used in the project. Written evidence from the manufacturer or supplier will be required that identifies the item purchased; affirms the location of manufacture as within the United States; and is signed by an authorized company representative.

Additional guidance on BABA compliance, waivers, and documentation requirements is provided in HUD Notice CPD-25-01, "Implementation of Build America, Buy America Requirements for HUD Federal Financial Assistance Programs" (January 17, 2025).

As a bidder for the project listed above, I certify that I have read, understand, and will comply with the "BABA" provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA covered products, provide verification documentation for BABA-compliance, and when needed provide waiver documentation per current guidance.

I further agree that I will complete and submit the Contractor & Subcontractor Build America, Buy America Act (BABA) Certification prior to the processing of any request for final payment.

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Signature of Bidder

Date

Printed Name and Title of Bidder

Name of Bidder's Company

Bidder's Company Address

Bidder's Telephone Number

TRANSMITTAL LETTER

TO: Interested Bidders
FROM: Montgomery County Housing Authority (MCHA)
SUBJECT: Bid Package for Golden Age Manor First Floor Improvements and Accessible Front Entrance, 400 Walnut Street, Royersford, PA 19468

1. Required forms that **MUST BE UPLOADED** on PennBid with bid for your bid to be responsive:

- ☐ Bid Bond with Certificate as To Corporate Principal (3 pgs.)
- ☐ Non-Collusion Affidavit of Prime Bidder (1 pg.)
- ☐ Representations, Certifications, and Other Statements (HUD-5369-A) (4 pgs.)
- ☐ Bid Cost Breakdown Form (4 pgs.)*
- ☐ BABA Bidder Certification Form (1 pg.)

2. Upon request from MCHA, the following forms **MUST BE** completed within two days:

- ☐ Transmittal Letter (1 pg.)
- ☐ Invitation for Bids (1 pg.)
- ☐ Instructions to Bidders for Contracts (HUD-5369) (5 pgs.)
- ☐ Supplementary Instructions to Bidders (4 pgs.)
- ☐ Statement of Bidders Qualifications for Prime Contractor (2 pgs.)
- ☐ Form of Certificate of Insurance (2 pgs.)
- ☐ Certification of Section 3 Business Concern (2 pgs.)
- ☐ Statement of Information Required by HUD Form NO. 674 (1 pg.)

* The Bid Cost Breakdown Form is provided as information to the MCHA. The Bid Cost Breakdown Form shall in no way alter the Bidder's bid price, nor shall it serve to limit the scope of work required by Contract Documents

- 2. The Montgomery County Housing Authority (MCHA) will receive sealed bids submitted electronically via the PennBid Program (<https://pennbid.bonfirehub.com>). MCHA will only accept bids submitted electronically via the PennBid Program.
- 3. All bids submitted shall be subject to all requirements of the Bid Documents and Scope of Work.
- 4. **All forms in the bid package must be signed and notarized where required.** Any bids not conforming to these instructions may be rejected at the sole discretion of the MCHA.
- 5. Bids are due on: **Thursday, November 19, 2026 before 1:00 P.M. on-line at PennBid.**

THIS TRANSMITTAL LETTER MUST BE SIGNED, DATED AND SUBMITTED ON-LINE VIA PENNBID.

Name of Bidder _____
Address _____

Telephone No. _____

DATE: _____

SIGNATURE: _____

INVITATION FOR BIDS

The Montgomery County Housing Authority (MCHA) will receive sealed bids electronically via the PennBid Program (<https://pennbid.bonfirehub.com>) for **General, Electrical, Mechanical and Plumbing Construction for Golden Age Manor First Floor Improvements and Accessible Front Entrance, 400 Walnut Street, Royersford, PA 19468** until **1:00 P.M. prevailing time on Thursday, November 19, 2026** at which time the bids will be publicly opened at Robert P. Smith Towers, 501 E. High Street, Pottstown, PA 19464. **MCHA will only accept bids submitted electronically via the PennBid Program.**

Bidding documents, including plans, specifications and solicitation details are only available on PennBid starting **Thursday, October 29, 2026.**

A Certified Check or Bank Draft, payable to the order of "The Montgomery County Housing Authority", U.S. Government Bonds, or a satisfactory Bid Bond, executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid shall be submitted on-line through PennBid. The successful bidder will be required to furnish and pay for satisfactory Performance and Payment Bonds.

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that training, 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.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

A non-mandatory, Pre-Bid Meeting is scheduled for **Thursday, November 5, 2026 at 10:00 A.M.** at Golden Age Manor, 400 Walnut Street, Royersford, PA 19468. A site visit will immediately follow.

The Montgomery County Housing Authority reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding when, in the opinion of the MCHA, such rejections or waivers shall be to its interest or advantage.

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Montgomery County Housing Authority
Robert P. Smith Towers
The Modernization Department
501 East High Street
Pottstown, PA 19464

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

(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 [X] 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.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following provisions supplement and modify the Instructions to Bidder for Contracts, HUD Form 5369 (10/2002):

1. Bid Preparation and Submission is hereby modified to read as follows:

1. Bid Preparation and Submission

Revise subparagraph (d) to read:

(d) Sealed bids shall be submitted electronically via the PennBid Program (<https://pennbid.bonfirehub.com>). Bidders may electronically submit, update, or withdraw their bid at any time prior to the bid due date and time via PennBid's "Prepare My Submission" tab within the Opportunity.

Add subparagraphs:

(i) Bids submitted through the PennBid system shall remain confidential until the date and time for bid opening. At no time before bid opening can anyone see a Bidder's bid.

(j) All documents may be downloaded directly to the Bidder's computer. Documents can be electronically sent to suppliers and subcontractors.

(k) By downloading any document, a Bidder is automatically added to the bidder list of Bidders for this solicitation.

(l) The "Prepare My Submission" tab contains all required elements necessary to complete the bid submission, including documents to be uploaded, Bidder Acknowledgement Questionnaires, and Bid Tables containing pricing elements. All bid prices should be inclusive of all costs and expenses, including the fee imposed by PennBid to the Bidder to which a contract is awarded, if any. Bidders have access to their submission at any time through their login.

(m) Submitting documents with electronic bid. An electronic copy of the documents listed above is to be submitted with the electronic bid. Instructions for the PennBid system can be found at <https://pennbid.net/vendor-training-documents/>. For assistance contact PennBid at info@PennBid.net or by phone at 610-693-4769 option 1.

1. Fill out required documents and scan to create electronic files and upload to the appropriate upload spots as indicated in the "Requested Information".

(n) What to submit with this bid. Click on the "Prepare My Submission" tab:

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Complete all required elements as identified, including but not limited to: text entries, uploading of required documents, and completion of Questionnaires and/or Bid Tables.
 - (o) Verifying that your bid was submitted. If submitted properly, you will receive an email confirmation with a summary and confirmation code.
 - (q) Technical Assistance. There are several Help Guides available on the PennBid portal at <https://pennbid.net/vendor-training-documents/>. If additional support is needed, email info@pennbid.net or call us at 610-693-4769 option 1.
2. Explanations and Interpretations to Prospective Bidders is hereby modified to read as follows:
 2. Explanations and Interpretations to Prospective Bidders

Add the following to the end of the existing subparagraph (a):

All questions and requests for clarifications shall be submitted via the “Ask A Question” feature in PennBid, and responses will be posted on PennBid as a public notice. All bidders who have registered with and downloaded documents for this project from PennBid will be notified by email when a change or addenda has been posted. Firm’s identity will not be disclosed to other firms when questions are asked and answered. By clicking on the “Messages” tab in the PennBid system, a firm can see all questions that have been asked and answered related to this solicitation. Firms can also ask questions directly through this tab.

Add subparagraph (c) as follows:

(c) Engineer Approved Equal: In order for any proposed equal or substitution to be considered, (1) the Bidder must submit the proposed equal and all necessary supporting documentation to the Engineer and the Owner via the “Ask A Question” feature in PennBid prior to the deadline for requesting explanations or interpretations of the solicitation, specifications, drawings, etc., (2) the proposed equal or substitution must be approved by the Owner and Design professional and (3) the approval of the proposed equal or substitution must be set forth in an addendum. If the product is not approved, then it will not be permitted to be used on the project. No proposed equals or substitutions will be considered after the deadline for submitting requests for explanation of interpretation. If a proposed equal or substitution is approved, the Bidder will still be responsible for ensuring compliance with any performance criteria set forth in the specifications.
3. Amendments to Invitations to Bids is hereby modified to read as follows:
 3. Amendments to Invitations for Bids

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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

(b) Amendments will be posted within PennBid's "Supporting Documentation". All prospective Bidders who have registered with and downloaded documents for this project from PennBid shall be notified of changes and addendum via electronic mail. Bidders shall acknowledge receipt of any amendment to this solicitation. This acknowledgement is part of the electronic bid form and is required to be filled out in order for the bid to be submitted.

(c) Amendments will be posted in PennBid at least 3 days before bid opening.

5. Late Submissions, Modifications, and Withdrawal of Bids is hereby modified to read as follows:

5. Late Submissions, Modifications, and Withdrawal of Bids

Replace (a) with:

(a) Any bid not received through the PennBid system by the due date and time of submission will not be considered.

Replace (b) with:

(b) A Bidder may submit and update its bid anytime up to the bid due date and time by clicking on the "Prepare Your Submission" tab in the PennBid System.

Replace (c) with:

(c) The only acceptable evidence to establish the time of receipt at the MCHA is the Submission Confirmation Receipt provided by PennBid as of the date and time of bid opening.

Replace (d) with:

(d) A Bidder may submit and update its bid anytime up to the bid due date and time by clicking on the "Prepare Your Submission" tab in the PennBid System.

Replace (e) with:

(e) Withdrawing a bid. A Bidder may withdraw its bid anytime up to bid due date and time by selecting "click here to unsubmit your submission", located at the bottom of the Submission Receipt.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Replace (g) with:

(g) Withdrawal of a bid after bid opening will only be permitted in strict accordance with Pennsylvania's bid withdrawal statute, 73 P.S. §1601 et seq.

6. Bid Opening is hereby modified to read as follows:

6. Bid Opening

Replace with:

At the time and place for bid opening, which will be open to the public, the MCHA will access the PennBid site and read the bids received aloud.

8. Contract Award is hereby modified to read as follows:

8. Contract Award

(g) If an award is made, then a written award shall be furnished to the successful Bidder within the period for acceptance specified in the bid and shall require the Bidder to provide a signed contract, executed payment and performance bonds, certificates of insurance reflecting the required coverage and provisions and an executed Public Works Employee Verification Form.

9. Bid Guarantee is hereby modified to read as follows:

9. Bid Guarantee

Add the following to the existing language:

Upon request of the MCHA, Bidders will need to submit the original executed bid bond to the agency within 2 business days.

10. Assurance of Completion is hereby modified to read as follows:

10. Assurance of Completion

Add the following to the end of the existing title: "and Other Post-Bid Requirements"

Add the following to the existing language:

(e) The successful Bidder will be required to submit executed payment and performance bonds on the required forms, properly executed Public Works Employee Verification Forms, agreement, and insurance certificates reflecting

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

the required coverages and limits within two (2) business days of notification of the MCHA's award.

STATEMENT OF BIDDER'S QUALIFICATIONS FOR PRIME CONTRACTOR

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder _____
2. Names of principals _____
3. Names of authorized signatories _____
4. Permanent main office address _____

5. When organized _____
6. Where incorporated _____
7. How many years have you been engaged in the contracting business under your present name? _____
8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business _____
9. List all contracts now on hand by name of contract and gross amount

10. Have you ever defaulted on a contract? _____
If so, where and why? _____

11. Have you ever refused to sign a contract at your original bid? _____
If yes, explain _____

12. Furnish written evidence of amount and type of credit available for this contract

13. Attach a certified financial statement no more than six months old.
14. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Montgomery County Housing Authority? _____
15. Identify a minimum of three references, owner and architect, for similar projects that your company has performed work for in the past three (3) years. References should contain the contact name, company name, address, telephone number, fax number and e-mail address _____

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

Dated at _____, this _____ day
(Place) (Date)
of _____, 20_____.
(Month) (Year)

(Name of Bidder)

BY: _____
(Signature of Bidder's Representative)

TITLE: _____

State of _____)
County of _____)
_____)

_____, being duly sworn, deposes and says he is
(Individual signing above)

_____ of _____
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn before me this _____ day of _____, 20_____.

(Notary Public)

My Commission Expires _____
(Date)

FORM OF CERTIFICATE OF INSURANCE

This is to certify to the Montgomery County Housing Authority, 104 West Main Street, Suite 1, Norristown, PA 19401, hereinafter referred to as the Authority, that the following described policies in force at this date have been issued by:

Name of Insuring Company _____

Name of Insured _____

Address _____

hereinafter referred to as (CONTRACTOR) covering work to be done for the Montgomery County Housing Authority as follows:

Date of Contract: _____ Description of work and locations where work is to be done

Type of Insurance	Policy Number	Expiration Date
A - Workmen's Compensation	Provided by Workmen's Compensation Law State of _____	
B - Comprehensive General Liability, including:		
	Bodily Injury	
(1) Contractors Liability	Each person \$ _____	Each Occurrence \$ _____
(2) SCU hazards of explosion, blasting collapse and underground	Each Occurrence \$ _____	Aggregate \$ _____
(3) Contractual Liability	Each person \$ _____	Each Occurrence \$ _____
	Each Occurrence \$ _____	Aggregate \$ _____
(4) Contractors Protective Liability	Each person \$ _____	Each Occurrence \$ _____
(5) Completed Operations	Each Occurrence \$ _____	Aggregate \$ _____
	Each person \$ _____	Each Occurrence \$ _____
	Each Occurrence \$ _____	Aggregate \$ _____
C - Comprehensive Automobile Liability, including:		
(1) Owned Vehicles	Each person \$ _____	Each Occurrence \$ _____
	Each Occurrence \$ _____	Each Occurrence \$ _____
(2) Hired Vehicles	Each person \$ _____	Each Occurrence \$ _____
(3) Other Non-owned Vehicles	Each Occurrence \$ _____	Each Occurrence \$ _____

Contractual liability agreement for coverage under B-(3) above:

CONTRACTOR further agrees to indemnify, hold harmless and defend the Montgomery County Housing Authority, its Engineer, Architect, and employees, from and against any and all liability for loss, damage or expenses which the Authority may suffer or for which the Authority may be held liable by reason of injury (including death) to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this contract, whether caused by accident or otherwise, and also any injury, including death, to any person or damage to any property that may occur after the work is completed provided that the claim arises out of the work that was performed by the CONTRACTOR whether or not due in part of any act, omission, or negligence of the Authority or any of its representatives or employees.

It is agreed by the insurance company that if the above policies be canceled or changed during the periods of coverage as stated herein ten (10 days) written notice prior to such cancellation or changes will be given to the Montgomery County Housing Authority at the address stated above.

(NAME OF INSURANCE COMPANY)

(ADDRESS)

(SIGNATURE OF AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY)

(IN INK)



CERTIFICATION OF SECTION 3 BUSINESS CONCERN
(Include this form with your bid/proposal/quote)

NAME OF FIRM: _____

ADDRESS OF FIRM: _____

MCHA PROJECT NAME: _____

☐

CHECK HERE IF YOUR FIRM **IS** A SECTION 3 BUSINESS CONCERN

☐

CHECK HERE IF YOUR FIRM **IS NOT** A SECTION 3 BUSINESS CONCERN.

(See definitions of Section 3 Business Concern on page 2)

SIGNATURE OF PRINCIPAL

DATE

NAME OF PRINCIPAL

Complete the remaining form below if you ARE a Section 3 business Concern

(Note: If one or more of the categories on page 2 applies to you, you ARE a Section 3 business Concern)

COMMONWEALTH OF (_____) COUNTY OF (_____)

Before me, the undersigned notary public, this day personally appeared _____, to me
(NAME)

Known being duly sworn according to law, deposes and says that he/she is _____
(PRESIDENT, OWNER, ETC.)

of said _____; whose business address is _____
(NAME OF BUSINESS)

(ADDRESS OF BUSINESS)

(NAME)

acknowledges after having familiarize himself/herself with the true and correct definitions of Section 3 Resident and Section 3 Business Concern, which were provided below by the Montgomery County Housing Authority, found in the Special Conditions of the Owner, Section 3 Business Concerns, as found in the Federal Regulations as Part 135 Economic Opportunities for Low and Very Low Income Persons; hereby certifies at least one of the following applies:

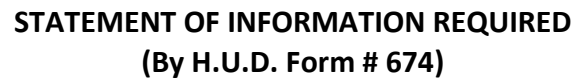
- a) his/her company is owned 51% or more by Individuals whose income qualifies according to HUD-determined limits. (see <https://www.huduser.gov/portal/datasets/il.html>)
- b) 75% or more work hours, over a 3 month period, are performed by permanent workers who are Section 3 workers including **Individuals meeting Hud determine income limits, or Youth build workers.**
(Note: The status of a Section 3 worker is not negatively affected by prior arrest or conviction.)
- c) his/her company is owned 51% or more by residents of public housing or residents of Housing Choice Voucher Program.

He/She is also aware that the certification must be supported with proof of such to the Montgomery County Housing Authority when requested.

Signature

Sworn to and before me this _____ day of
_____, 20_____.

Notary Public



Zip Code

2. Is bidder a ☐ corporation, ☐ partnership or ☐ individual?

[illegible]

Appendix C: General Conditions for Construction Contracts (HUD-5370) and Supplemental General Conditions

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. 1/31/2027)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. 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 75. 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, PHAs would be unable to enforce their contracts. 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 Terms and Conditions (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.

2. Contractor's Responsibility for Work

- (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 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.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

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

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

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

promptly submitted to the Contracting Officer, who shall

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

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words 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 **Construction** 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

- (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 **Construction 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

- (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 3 years (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 180 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

accordance with the terms and conditions of the

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

retain ten (10) percent of the amount of progress

- (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 _____ 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

subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

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 **Convenience** 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 \$ 500 [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

- (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 \$ 1M [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 \$ 1M

[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/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller 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, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading 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/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller 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/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller 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/Seller 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 that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such 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 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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 **Acts** 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

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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (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.

() 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.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions supplement or, where indicated, supersede the applicability in the General Conditions of the Contract for Construction, Public and Indian Housing Programs as indicated.

On page 2, Section 1, (c), add the following to the end of the definition:

“For the purposes of this Project, all correspondence with the PHA shall be directed to the Manager of Capital Projects, who shall be considered the PHA’s primary point of contact.”

On page 2, Section 1, (l), add the following to the end of the sentence:

“as well as filing for and obtaining all necessary approvals and permits (assuming forty-five (45) calendar days following the Contractor’s proper completion of all necessary applications to obtain necessary approvals and permits), and submission of all documentation necessary to close out the project, including, but not necessarily limited to: warranties, certified payrolls, waivers of claims and liens, and as-built drawings.”

On page 2 of 19, Section 2, add (i):

The Contractor must respect confidentiality in the relation between the Contractor, the MCHA and its residents. No information or material related to the project shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the MCHA’s executive Director.

On page 2 of 19, Section 2, add (j):

Interaction with Residents. A representative of the MCHA must be present with the Contractor any time the Contractor enters an occupied residential dwelling unit. Additionally, all correspondence directed to or affecting residents, including information related to power outages, must be provided to the MCHA 96 hours in advance for review and distribution. Keys or fobs will be given to the contract to enter the MCHA building between the hours of 8:00 AM and 4:00 PM Monday through Friday. No work will be done on holidays or furlough days that the MCHA is closed. Contractors must provide picture identification to their employees to be worn at all times when on MCHA property.

On page 2 of 19, Section 2, add (k):

Public Works Employment Verification Act. The Contractor and all subcontractors will comply with the Pennsylvania Public Works Employment Verification Act. Compliance includes, but is not necessarily limited to the following:

1. The Contractor and every subcontractor performing work under the contract shall utilize the E-Verify Program (EVP) operated by the United States Department of Homeland Security to electronically verify the employment eligibility of each new employee hired after January 1, 2013.
2. The Contractor, as a precondition of the contract, shall submit the Public Works Employment Verification Form to the MCHA along with its Payment Bond, Performance Bond, and Certificates of Insurance.
3. Every subcontractor shall submit a completed Public Works Employment Verification Form to the MCHA prior to performing work on the Project.
4. During the term of the Contract, each new employee hired by the Contractor, regardless of whether the employee will be working onsite or offsite of the Project, shall be verified within 5 business days of his or her start date.
6. During the Project, a new employee hired by a subcontractor, regardless of whether the employee will be working onsite or offsite of public work or otherwise, shall be verified within 5 business days of his or her start date.
7. Subcontracts between the Contractor and its subcontractors and between subcontractors of any tier and their subcontractors are required to contain notification of the applicability of the Act, information regarding the use

SUPPLEMENTAL GENERAL CONDITIONS

of EVP and reference to the Department's web site at www.dgs.state.pa.us to obtain a copy of the Form.

8. The Contractor and all subcontractors shall cooperate with the Pennsylvania Department of General Services during an investigation or audit arising under the Act.
9. The Contractor and every subcontractor shall maintain documentation of continued compliance with the Act by utilizing the EVP for new employees hired throughout the duration of the public work contract.

On page 5 of 19, Section 11(a), replace the last sentence with:

The Contractor may use equipment, material, article, or processes that were submitted to the MCHA prior to the bid deadline and approved by the MCHA in an addendum prior to the bid deadline.

On page 13 of 19, Section 36. Insurance replace (b) with:

Before commencing work, the Contractor shall furnish the MCHA with a certificate of Insurance evidencing that **Builder's Risk (fire and extended coverage) Insurance on all of the Contractor's work in place, and/or all of the materials that the Contractor has 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 MCHA 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 MCHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the MCHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of the Contractor's work, including all completed construction and materials in place and/or stored at the site(s), whether or not partial payment has been made by the MCHA.

If asbestos removal and disposal is required, the Contractor must provide the PHA with a certificate of insurance indicating that the contractor has coverage for pollution/asbestos abatement liability with policy limits of at least \$1,000,000 prior to commencing such work.

On page 14 of 19; Section 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968 replace with:

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 agree to comply with HUD's regulations in 24 CFR Part 75, which implements 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 75 regulations.
- (c) The Contractor shall include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and shall 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 75. 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 75.
- (d) The Contractor and all if its Subcontractors shall make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers and do so in the following order of priority:
 - (i) To residents of the public housing projects for which the public housing financial assistance is expended;

SUPPLEMENTAL GENERAL CONDITIONS

- (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
 - (iii) To participants in YouthBuild programs; and
 - (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.
- (e) The Contractor and all if its Subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers and do so in the following order of priority:
 - (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
 - (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
 - (iii) To YouthBuild programs; and
 - (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.
- (f) The Contractor, for its employees (unless the Contractor is a Section 3 Business Concern) and for the employees of each of its subcontractors (unless the subcontractor is a Section 3 Business Concern), shall:
 - (i) provide the PHA with either a certification from either the employee or the employer (the Contractor or Subcontractor, as appropriate) regarding each employee's Section 3 or Targeted Section 3 status; and
 - (ii) certify to the PHA each employee's hours worked on the Project on a monthly basis.
- (g) If the Contractor or any of the Subcontractors is a Section 3 Business Concern, then for that entity, the Contractor shall
 - (i) provide, along with its bonds and insurance, evidence satisfactory to the PHA that the Contractor or Subcontractor, as applicable, is a Section 3 Business Concern; and
 - (ii) certify to the PHA each employee's hours worked on the Project on a monthly basis.
- (h) Upon request of the PHA, the Contractor and its subcontractors shall provide evidence to the PHA of the Contractor/subcontractor's qualitative efforts to comply with Section 3, including, but not limited to the example activities set forth in 24 CFR §75.15(b).
- (i) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Insert the following at the end of the General Conditions:

49. In submitting their bids respondents are representing that their personnel shall be available to perform the services described for the duration of the contract, barring illness, accident, or other unforeseeable events of a similar nature in which cases the respondent must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the bid due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the respondent under its sole direction and not employees or agents of the MCHA.

50. The MCHA requires that contractors, their employees, subcontractors, consultants and employees of subcontractors and consultants provide the MCHA with a satisfactory State Criminal History Report from the state that contractors, their employees, subcontractors, consultants and employees of subcontractors and consultants reside in from the State Police (if Pennsylvania use <https://epatch.state.pa.us/Home.jsp>) and nationwide criminal history report from a reputable criminal background search firm for each individual who will be on site performing work for the MCHA. Such reports shall be dated no earlier than six months prior to the date of submission to the MCHA. The reports must be submitted within 10 days of contract execution.

SUPPLEMENTAL GENERAL CONDITIONS

The MCHA will review the reports and may disqualify an individual based upon the content of the report if the MCHA determines that the information in the report reveals a history of conduct that would adversely affect the health, safety, welfare, right to peaceful enjoyment or personal security of the MCHA's employees or residents. The MCHA will notify the Contractor in writing if (a) the MCHA determines that any individual is disqualified, (b) the MCHA determines that the reports provided are inadequate and further reports are necessary or (c) if the MCHA determines that further information is necessary to evaluate the report. The Contractor shall bear all costs associated with providing the MCHA with satisfactory reports and other related information.

51. The contractor agrees to enforce no smoking within 25 feet of the building.

52. The Contractor shall be financially responsible to the PHA, the Montgomery County Redevelopment Authority, the Pennsylvania Housing Finance Agency and the Commonwealth of Pennsylvania, for any and all losses, damages, expenses, claims, demands, suits and actions based or arising out of the malfeasance, nonperformance, negligence or misconduct of the Contractor, its employees, agents or subcontractors under this Agreement or as a result of its failure to comply with any of the terms of this Agreement, federal and state law. The Contractor shall defend and/or indemnify the PHA, the Montgomery County Redevelopment Authority, the Pennsylvania Housing Finance Agency and the Commonwealth of Pennsylvania for defense against any and all actions brought against the PHA, the Montgomery County Redevelopment Authority, the Pennsylvania Housing Finance Agency and the Commonwealth of Pennsylvania and for any additional expenses that may be incurred by the PHA, the Montgomery County Redevelopment Authority, the Pennsylvania Housing Finance Agency and the Commonwealth of Pennsylvania based upon such claims or demands, including mechanic's lien claims.

53. The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PFIRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities, for purpose of

SUPPLEMENTAL GENERAL CONDITIONS

ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
 7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
 8. The PHA may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
54. During the term of this Agreement, Contractor agrees as follows:
- (a) Contractor shall not discriminate against nor intimidate any employee, applicant for employment, independent Contractor, or any other person for the manufacture of supplies, performance of work, or any other activity, under this Agreement or subcontract, because of race, color, religious creed, ancestry, handicap, national origin, age, or gender. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, that are available to employees, agents, applicants for employment, and other persons, a notice setting forth the provisions of this nondiscrimination clause.
 - (b) Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
 - (c) Contractor shall send each labor union or workers' representatives with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
 - (d) Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
 - (e) It shall be no defense to a finding of noncompliance with this Nondiscrimination/Sexual Harassment Clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factors shall be considered in mitigation in determining appropriate sanctions.
 - (f) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
 - (g) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the Nondiscrimination/ Sexual Harassment Clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and all money due or to become due under this Agreement may be forfeited. In addition, Contractor may be declared temporarily ineligible for further Agency or Commonwealth contracts and Agency may proceed with debarment or

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suspension and may place the Contractor in the Contractor Responsibility File and other sanctions may be imposed and remedies invoked.

- (h) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting Agency and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department of General Services' Bureau of Contract Administration and Business Development.
- (i) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- (j) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- (k) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor. Contractor's obligations under this clause are limited to Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

55. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F. R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth and the Agency through contracts with outside contractors.

56. Contractor understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). The Contractor is required to adhere to the following requirements:

- (a) The Contractor shall notify the PHA in writing of any change in the name or the contact information within a reasonable time prior to the change.
- (b) If the Contractor fails to provide access to, and copies of the requested information to the PHA, within the period specified by the PHA, the failure shall be considered an event of default and the Contractor shall be financially responsible to the PHA harmless for any damages, penalties, detriment or harm that the PHA may incur as a result of the Contractor's failure to produce the requested information.
- (c) Contractor shall not challenge the PHA's decision to deem the requested information a Public Record as defined by the RTKL, or in any way hold the PHA liable for such a decision. However, if the Contractor believes the requested information to be a Trade Secret as defined by the RTKL, then the Contractor will provide a statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within the timeframe prescribed by the PHA. The PHA's determination as to whether the requested information is a Public Record is dispositive of the question as between the parties to this Agreement.

57. The Contractor, its subcontractors, and assignees, on behalf of employees and/ or agents, covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their activities hereunder. The Contractor, its subcontractors, and assignees further covenant that in the performance of this Agreement they will not knowingly employ any person having such interest.

58. Build America Buy America Act Provisions: All products provided for the project must comply with the "Build

SUPPLEMENTAL GENERAL CONDITIONS

America, Buy America” (BABA) Act’s Buy American Preference (“BAP”) requirements (collectively the “BABA Requirements.” Contractors must obtain, retain, and provide the PHA with product purchase information demonstrating compliance in accordance with BABA Requirements.

The BABA Requirements, enacted as part of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, 41 U.S.C. § 8301, states the federal funds used to fund this project is required to apply a domestic content procurement preference for all construction, alteration, maintenance or repair of infrastructure, including building and real property, unless application of BABA has been waived by HUD.

Definitions:

A. Construction Materials is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph 1 of this definition, except as provided in paragraph 2 of this definition.

1. The listed items are:

- a. Non-ferrous metals
- b. Plastic and polymer based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cable)
- c. Glass (including optic glass)
- d. Fiber Optic Cable (including drop cable)
- e. Optical fiber
- f. Lumber
- g. Engineered wood
- h. Drywall

2. Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.

B. Produced in the United States is defined in 2 CFR 184.3 and means:

1. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. In the case of manufactured products:

- a. The product was manufactured in the United States and
- b. The cost of the components of the manufactured product that are mined, produced or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.

3. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States.

C. Records. The Contractor must provide sufficient documentation of compliance with BABA for each product purchased on the Project. At a minimum, the documentation must demonstrate compliance with BABA as follows:

- (i) for products purchased in compliance with the BAP, obtain and provide the PHA with a certificate from the manufacturer or reseller that the product complies with BABA
- (ii) for products that cost less than \$100 per product, obtain, retain, and provide the PHA with a copy of the label that the product was made in the United States; and
- (iii) for products purchased pursuant to a waiver or other exemption from the BAP obtain, retain, and provide the PHA with adequate information to validate that the purchase was covered by a waiver or other exemption.

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- D. Payment Applications. With each payment application, the Contractor must provide a list of products purchased, along with the evidence of compliance with BABA Requirements.

Delete the requirement to submit a Previous Participation Certificate (Form HUD-2530) with bid as indicated in Representations, Certifications, and Other Statements of Bidders (HUD-5369-A, Page 3 of 3), and substitute the following:

For construction and equipment contracts exceeding \$50,000: Within three (3) days of bid opening, the successful bidder shall complete and submit a Previous Participation Certificate (Form HUD-2530). Failure to submit the certificate by that date may render the bid non-responsive. No contract award will be made without a properly executed certificate.

For construction and equipment contracts up to \$50,000: Within three (3) days of bid opening, the successful bidder must complete and submit on company letterhead, a list of jobs performed for local, state, and federal agencies in the last two years. Include the job name, location and agency, year work was performed, company name and contact person, telephone number, scope of work, and contract amount. Failure to submit the certificate by that date may render the bid non-responsive. No contract award will be made without this requirement.

Termination Clause: It must be understood by the Contractor that the Contract financing is dependent upon funding by Local and Federal Governments and the Montgomery County Housing Authority assumes the obligation hereunder upon the conditions of the availability of funds being provided by said Governments.

In addition to the requirements for a Performance Bond in the penal sum of 100 percent of the contract price; or as may be required or permitted by State law as outlined under Section 10. Assurance of Completion (1) Page 3 of 4 of Instructions to Bidders for Contracts, the Contractor will also be responsible to provide a Payment/Labor and Materialmen's Bond in the penal sum of 100 percent of the contract price; or as may be required or permitted by State law.

See Appendix E for Performance Bond and Payment/Labor and Materialmen's Bond Forms

DIRECTIONS FOR PREPARATION OF BONDS

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears on the Contract.
3. The penal sum shall be not less than that required by the Instructions to Bidders.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current Power-of-Attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollar per thousand; and
 - b. The total dollar amount premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each part to the bond.
11. Type or print the name underneath EACH SIGNATURE appearing on the bond.

An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

Appendix D: Davis Bacon Prevailing Wage Rates

"General Decision Number: PA20260099 10/01/2026

State: Pennsylvania

Construction Types: Building

Counties: Pennsylvania Counties of
Montgomery

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	10/01/2026

ASBE0014-002 05/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL- DUCT, PIPE & MECHANICAL SYSTEM INSULATION).....	\$ 60.84	48.38

BOIL0013-008 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 55.00	35.48

BRPA0001-016 05/01/2024

	Rates	Fringes
BRICKLAYER (INCLUDING POINTING, CAULKING, AND CLEANING).....	\$ 48.70	31.42
MASON - STONE.....	\$ 48.40	31.95

BRPA0001-017 05/01/2022

	Rates	Fringes
TILE FINISHER.....	\$ 26.05	21.00

BRPA0001-017 05/01/2024

	Rates	Fringes
TILE SETTER.....	\$ 51.36	30.02

CARP0167-002 05/01/2025

	Rates	Fringes
CARPENTER (INCLUDES, ACOUSTICAL CEILING INSTALLATION, BATT INSULATION, DRYWALL HANGING, METAL STUD INSTALLATION, FIRESTOPPING, FORM WORK, GUTTER INSTALLATION, METAL FLASHING INSTALLATION, SCAFFOLD BUILDING AND SIDING INSTALLATION- METAL, ALUMINUM, AND VINYL).....	\$ 46.65	29.84

CARP0219-005 05/01/2026

Rates	Fringes
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MILLWRIGHT.....	\$ 55.54	40.47

CARP0251-004 05/01/2025		
	Rates	Fringes
CARPENTER (FLOOR LAYING - HARDWOOD, CARPET AND VINYL ONLY).....	\$ 51.67	31.69

CARP0474-004 05/01/2025		
	Rates	Fringes
PILEDRIVERMAN.....	\$ 48.25	44.92

ELEC0098-010 05/04/2026		
	Rates	Fringes
ELECTRICIAN (INCLUDES ALARM INSTALLATION, SOLAR PANEL WIRING AND INSTALLATION AND HVAC/TEMPERATURE CONTROLS INSTALLATION; EXCLUDING LOW VOLTAGE WIRING AND INSTALLATION OF SOUND AND COMMUNICATIONS SYSTEMS).....	\$ 62.41	47.77

ELEC0126-008 06/03/2024		
	Rates	Fringes
LINE CONSTRUCTION: LINEMAN.....	\$ 62.54	32.92

ELEV0005-002 01/01/2025		
	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTES FOR ELEVATOR MECHANICS: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF BASIC HOURLY RATE FOR 5 YEARS OR MORE OF SERVICE OR 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. EIGHT PAID HOLIDAYS (PROVIDED EMPLOYEE HAS WORKED 5 CONSECUTIVE DAYS BEFORE AND THE WORKING DAY AFTER THE HOLIDAY): NEW YEARS'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERAN'S DAY; THANKSGIVING DAY AND THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY.....	\$ 71.85	38.44

ENGI0066-004 06/01/2014		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: MECHANIC.....	\$ 32.59	18.10

ENGI0542-040 05/01/2025		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE, GRADALL, BULLDOZER, BOBCAT/SKID STEER/ SKID LOADER, LOADER, PAVER (ASPHALT, AGGREGATE, AND CONCRETE), BACKHOE/ EXCAVATOR/ TRACKHOE, BOOM, CONCRETE PUMP, CRUSHER, DRILL RIG CAISSONS, MILLING MACHINE.....	\$ 54.27	34.42
POWER EQUIPMENT OPERATOR: HOIST (SINGLE DRUM), FORKLIFT (ALL TYPES).....	\$ 50.18	33.22
POWER EQUIPMENT OPERATOR: HOIST (WITH TWO TOWERS)...	\$ 54.27	34.42
POWER EQUIPMENT OPERATOR: OILER, ARTICULATING TRUCK OPERATOR.....	\$ 47.17	32.33
POWER EQUIPMENT OPERATOR: PUMP.....	\$ 48.16	32.62
POWER EQUIPMENT OPERATOR: ROLLER.....	\$ 50.18	33.22

IRON0401-006 07/01/2025		
	Rates	Fringes

IRONWORKER: REINFORCING AND STRUCTURAL.....	\$ 56.50	45.30

LAB00135-003 05/01/2024		
	Rates	Fringes
LABORER: MASON TENDER- BRICK, CEMENT/CONCRETE.....	\$ 36.37	25.32

LAB00413-008 05/01/2025		
	Rates	Fringes
LABORER: CONCRETE WORKER.....	\$ 37.25	25.42

PAIN0021-029 05/01/2023		
	Rates	Fringes
PAINTER: DRYWALL FINISHER.....	\$ 38.77	30.72

PAIN0252-007 05/01/2022		
	Rates	Fringes
GLAZIER.....	\$ 46.09	34.83

PLAS0592-014 05/01/2025		
	Rates	Fringes
PLASTERER.....	\$ 45.08	33.59

PLAS0592-037 05/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 48.70	32.26

PLUM0420-012 05/01/2025		
	Rates	Fringes
PIPEFITTER (INCLUDING HVAC PIPE AND HVAC UNIT INSTALLATION).....	\$ 72.52	44.58

PLUM0420-013 05/01/2025		
	Rates	Fringes
PIPEFITTER (MECHANICAL EQUIPMENT SERVICEMAN (HVAC PIPE AND UNIT INSTALLATION ONLY)).....	\$ 72.52	44.58

PLUM0690-011 05/01/2026		
	Rates	Fringes
PLUMBER.....	\$ 73.73	39.86

ROOF0030-013 05/01/2021		
	Rates	Fringes
ROOFER (INCLUDES WATERPROOFING, EXCLUDES METAL ROOF INSTALLATION).....	\$ 40.33	32.62

SFPA0692-003 01/01/2025		
	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 66.22	34.25

SHEE0019-020 05/01/2025		
	Rates	Fringes
SHEET METAL WORKER: INCLUDES HVAC DUCT INSTALLATION FOOTNOTE: PAID HOLIDAY: ELECTION DAY.....	\$ 62.62	50.66

SUPA2011-057 08/20/2014

	Rates	Fringes
CARPENTER (METAL ROOF INSTALLATON ONLY).....	\$ 32.34	0.00
ELECTRICIAN (INSTALLATION OF SOUND AND COMMUNICATION SYSTEMS ONLY).....	\$ 41.44	20.88
ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....	\$ 41.61	20.52
IRONWORKER: ORNAMENTAL.....	\$ 36.55	24.48
LABORER: COMMON OR GENERAL.....	\$ 23.85	19.77
OPERATOR: DRILL.....	\$ 28.55	15.78
OPERATOR: GRADER/BLADE.....	\$ 30.46	0.00
TRUCK DRIVER: DUMP TRUCK.....	\$ 21.31	0.00

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION

"

Appendix E: Contract Forms

SIGNATURE FORM

Bid Documents and Scope of Work for Golden Age Manor First Floor Improvements and Accessible Front Entrance, 400 Walnut Street, Royersford, PA 19468, have been reviewed and approved:

CONTRACTOR BY _____ DATE _____
SIGNATURE

SIGNATURE

PRINT NAME/TITLE

MCHA BY _____ DATE _____
SIGNATURE

SIGNATURE

PRINT NAME/TITLE

MCHA BY _____ DATE _____
SIGNATURE

SIGNATURE

PRINT NAME/TITLE

Barry Isett **BY** _____ **DATE** _____

SIGNATURE

SIGNATURE

PRINT NAME/TITLE

Batta Env. **BY** _____ **DATE** _____

SIGNATURE

SIGNATURE

PRINT NAME/TITLE

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 (See instructions) Reason for submission:		For HUD HQ/FmHA use only	
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) ☐ Existing ☐ Rehabilitation ☐ 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)

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.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

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	☐ A. No adverse information; form HUD-2530 approval recommended. ☐ B. Name match in system	☐ C. Disclosure or Certification problem ☐ D. Other (attach memorandum)	
Staff	Processing and Control			
Signature of authorized reviewer		Signature of authorized reviewer	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)



Commonwealth of Pennsylvania
Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: _____

Doing Business As: _____

(if different from Legal Name)

Mailing Address: _____

Street Address 1

Street Address 2

City

State

Zip Code

Check one:

☐

Contractor

☐

Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

Date Enrolled in E-Verify (MM/DD/YYYY): _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's date, _____, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

Date of Signature

Printed Name: _____

Phone Number: _____ **Email:** _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as principal and _____, as sureties are held and firmly bound unto the Montgomery County Housing Authority, its certain attorney, successors, or assigns, (hereinafter called the "OBLIGEE") in the full and just sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly, severally, firmly by those presents;

WHEREAS, said principal has entered into a certain contract with said OBLIGEE dated _____, 20____ (hereinafter called the Contract Golden Age Manor First Floor Improvements and Accessible Front Entrance, 400 Walnut Street, Royersford, PA 19468, which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the Contract on his part at the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, and shall fully indemnify and save harmless the said OBLIGEE from any and all cost and damage which the said OBLIGEE may suffer by reason of any and all outlay and expense which it may incur by reason of any such default, then this obligation shall be null and void: otherwise it shall remain in full force and virtue.

PROVIDED, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after twelve months from the day on which the final payment under the Contract falls due.

It is further understood and agreed that the principal shall guarantee for a period of three (3) full years from the completion date of the Contract against defects in workmanship or materials in accordance with the terms of the Contract.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

In the event of any question concerning the meaning of the provisions of this bond, the interpretation placed thereon by the Montgomery County Housing Authority shall be final and binding. The Montgomery County Housing Authority shall likewise have the power to determine that there has been a default or violation by the CONTRACTOR.

SIGNED, SEALED AND DELIVERED IN Three (3) ORIGINAL COUNTERPARTS THIS _____, 20____.

(Individual Principals Sign Here)

In the presence of:

~SEAL~

~SEAL~

~SEAL~

PERFORMANCE BOND

(Corporate Principal Sign Here)

By: _____

ATTEST:

(Surety Sign Here)

Attorney-In-Fact

The rate of premium charged is \$ _____ per thousand. The total amount of premium charged is \$ _____.

(The above must be filled in by the Corporate Surety)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20 ____, before me, personally came and appeared _____ to me known, who being by me duly sworn did depose and say that he/she resides at _____, that he/she is the Owner of _____, the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said Corporation, and that he/she signed his/her name thereto by like order.

NOTARY

~SEAL~

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20 ____, before me, personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

NOTARY

~SEAL~

ACKNOWLEDGMENT OF PRINCIPAL, IF INDIVIDUAL

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20 ____, before me, personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

NOTARY

~SEAL~

PERFORMANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know her signature, and her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

~Corporate~
~Seal~

Title

IMPORTANT NOTE

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 where the Project is located.

PAYMENT\LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as principal, and _____,

as sureties are held and firmly bound unto the Montgomery County Housing Authority, Cherry Court, 104 West Main Street ,
Ste. 1, Norristown, PA 19401

its certain attorney, successors, or assigns (hereinafter call the Obligee) in the penal sum of _____
_____ Dollars (\$_____.) lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and
assigns, jointly and severally, firmly by these presents;

WHEREAS, said principal has entered into a certain contract with said Obligee, dated _____, 20__, (hereinafter
called the Contract), for a Contract Golden Age Manor First Floor Improvements and Accessible Front Entrance, 400 Walnut
Street, Royersford, PA 19468, which Contract and the Specifications for said work shall be deemed a part thereof as fully as if
set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal and all
subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said principal and of
such subcontractors shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment
employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said
material, labor, equipment or services enter into and become component parts of the work or improvement contemplated in said
contract, or in any amendment or extension of or addition of said Contract, then the above obligation shall be void; otherwise to
remain in full force and effect. PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have
a direct right of action against the principal and surety on this bond, which right of action shall be asserted in proceeding
instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been
performed, services rendered or materials furnished under said Contract in more than one State, then in any such State). Insofar
as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the
Obligee to the use and benefit of the person instituting such action and any or all other persons having claims hereunder, and
any other person having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one
year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such
action and judgment rendered thereon.

(b) The surety shall not be liable hereunder for any damage or compensation recoverable under any
Workmen's Compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit
or proceeding thereon that is instituted later than one (1) year after the complete performance of said Contract and final
settlement thereof.

(d) As used herein: The term "person" refers to any individual, firm or corporation who has furnished
materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided
for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the
prosecution of the work provided for in said Contract, who is an agent, servant, or employee of the principal, or of any
subcontractor, or of any assignee of said principal or of any subcontractor and also anyone so engaged who performs the work
of a laborer or of a mechanic regardless of any contractual relationship between the principal and subcontractor or any assignee
of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly
stationed at the site of the work.

PAYMENT\LABOR AND MATERIALMEN'S BOND

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN Three (3) ORIGINAL COUNTERPARTS this _____ day of _____, 20____.

Witness:

ATTEST:

By _____

Title _____

By _____

Title _____

By _____

Title _____

Individual Principals Sign Here:

Title _____ (SEAL)

Title _____ (SEAL)

Title _____ (SEAL)

Corporation Principal Sign Here:

Title _____ (SEAL)

Surety Sign Here:

Title _____ (SEAL)

AGREEMENT

THIS AGREEMENT made this _____ day of _____, in the year Twenty and _____ and between, _____ a corporation organized and existing under the laws of the State of _____ hereinafter called the "Contractor" and the Montgomery County Housing Authority hereinafter called the MCHA,

WITNESSETH, That the Contractor and the MCHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall complete the scope of work for Golden Age Manor First Floor Improvements and Accessible Front Entrance, 400 Walnut Street, Royersford, PA 19468 in strict accordance with the Specifications for and Addenda thereto numbered _____ and _____, dated _____ and _____, and the Drawings referred to therein, all as prepared by Barry Isett & Associates and Batta Environmental, which said Specifications, Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The MCHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, the sum of _____ Dollars (\$_____).

ARTICLE 3. Contract Documents. The Contract shall consist of the following parts:

Technical Specifications	Signature Form
Plans	HUD 2530 Previous Participation Certification, as applicable
Bid Bond with Certificate of Corporate Principal	Public Works Employee Verification Form
Non-Collusion Affidavit of Prime Bidder	Performance Bond
HUD-5369-A Rep., Cert. and Other Statements of Bidders	Payment\Labor and Materialmen's Bond
Bid Cost Breakdown Form	Agreement
BABA Bidder Certification	Stipulation Against Liens
Signed Transmittal Letter	Contractor's Certification
Invitation for Bids	Sub-Contractor's Certification, as applicable
HUD-5369 Instruction to Bidders for Contracts	Section 3 Requirements
Supplementary Instructions To Bidders	Is My Business a Section 3 Concern
Statement of Bidders Qualifications for Prime Contractor	Am I a Section 3 Worker
Certificate of Insurance	Cert of Section 3 Employee Status
Certification of Section 3 Business Concern	BABA Contractor and Subcontractor Certification
Statement of Information Required by HUD Form No. 674	Warranty of Construction
HUD-5370 General Contract Conditions	Surety List
Supplemental General Condition	Addenda(s)
Davis Bacon Wages	

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

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

AGREEMENT

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

BUSINESS ADDRESS:

(STREET)

(CITY)

(ZIP CODE)

MONTGOMERY COUNTY HOUSING AUTHORITY

ATTEST:

BY: _____

JOEL A. JOHNSON, AICP, P.H.M.

TITLE: EXECUTIVE DIRECTOR

BUSINESS ADDRESS:

104 WEST MAIN STREET, SUITE 1

(STREET)

NORRISTOWN, PA

(CITY)

19401

(ZIP CODE)

(PRINT OR TYPE THE NAMES UNDERNEATH ALL SIGNATURES)

CERTIFICATIONS

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

~CORPORATE~

~SEAL~

(PRINT OR TYPE ALL NAMES UNDERNEATH ALL SIGNATURES)

STIPULATION AGAINST LIENS

Montgomery County Housing Authority _____

Owner

vs.

Contractor

WHEREAS, the Montgomery County Housing Authority, a public body politic and corporate of the Commonwealth of Pennsylvania, is about to execute contemporaneously herewith a contract with _____, (hereinafter referred to as "Contractor"), a _____ organized and existing under the Laws of the Commonwealth of _____ for Contract First Floor Improvements and Accessible Front Entrance, for Project(s) No(s), PA12006009 on a site located at Golden Age Manor, 400 Walnut Street, Royersford, PA 19468, THEREFORE, On _____, 2026, at the time of and as part of the execution of the contract and before any authority has been given by the Montgomery County Housing Authority to Contractor to commence work on the project or purchase materials for the same and in consideration of the making of the contract, it is agreed that no mechanic's claims or other liens shall be filed against the building and/or lot of ground appurtenant thereto by Contractor, nor by any subcontractor, nor by any material men or workmen or any person for any materials, labor or extra materials or labor purchased for or furnished in connection with the project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

Montgomery County Housing Authority

-SEAL-

By: _____
Joel A. Johnson, AICP, P.H.M., Executive Director

-SEAL-

By: _____

**CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO:

(Appropriate Recipient)

Project Number (if any) PA12006009 _____

Project Name: Golden Age Manor First Floor Improvements and Accessible Front Entrance,
400 Walnut Street, Royersford, PA 19468

1. The undersigned, having executed a contract with _____
_____ for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract; and
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a - 2(a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is:

(1) A corporation organized in the state of _____ EIN # _____

(2) A partnership

(3) A single proprietorship

(4) Other organization (describe) _____

**SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: _____
(Appropriate Recipient)
Project Number (if any) _____
Project Name: _____

1. The undersigned, having executed a contract with _____
(Contractor or Sub-contractor)

_____ for _____
(Nature of Work)

in the amount of \$ _____ in the construction of the above identified project, certifies that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated is an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a - 2(a)).

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about _____
(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A corporation in the state of _____ EIN # _____

(2) A partnership

(3) A single proprietorship

(4) Other organization (describe) _____

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>SOC. SEC. #</u>

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>

WARNING

Page 2 of 2

-CONTRACT COMPLIANCE FORMS PACKAGE-

Montgomery County Housing Authority

SECTION 3 RULE 24 CFR Part 75

On November 30, 2020, HUD put into effect a Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

Every contractor must ensure this package is included in their sub-contracts. Every sub-contractor must include this package in their lower-tiered sub-contracts.

This rule exempts all material and supply only agreements. The rule applies to all service-related contracts/agreements despite the dollar amount or project duration, except CPA's, Attorneys, Engineers, and Architects.

There is an Order of Priority for employment that needs to be followed in the event there are multiple "equally" qualified persons for a job. Contracting is based on "Economic Opportunities" provided to Section 3 persons. Please ask if you desire to do any of these things.

Documents included in this package:

- ✳ Requirements Summary
- ✳ Is My Business Section 3?
- ✳ Certification of Section 3 Business Concern This form is in Appendix B
- ✳ Am I a Section 3 Worker?
- ✳ Certification of Section 3 Employee Status
- ✳ Hours Worked Reporting Form

All Contractors MUST report their hours worked monthly if they worked for MCHA.

Version: September 15, 2022

Montgomery County Housing Authority
Annual "Section 3 Benchmarks" Requirement Summary

- ✱ Twenty (20) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers; and
- ✱ Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers.
- ✱ There are **No specific hiring or contracting goals** under this rule; however, the MCHA will make its best effort to (a) provide employment and training opportunities generated by public housing financial assistance to Section 3 workers and (b) to award contracts and subcontract to business that provide economic opportunities to Section 3 workers.
- ✱ There is **No Section 3 Business Preference** under the rule and **No points awarded** for being a Section 3 Business.
- ✱ All **persons or business be fully qualified to perform the work.**

The two categories of Section 3 are now referred to as:

- ✱ **Section 3 Worker** - Any low or very low-income persons residing in the Metropolitan area.
- ✱ **Targeted Section 3 Worker** - Public Housing, Voucher Holder, and YouthBuild participants

REPORTING

Contractors will provide these two (2) data sets to the Section 3 Consultant within five (5) days of the month after the hours have been worked by EVERY person that worked directly on the contract. **No back-office staff hours are counted:**

- ✱ Total Hours Worked by all workers.
- ✱ Total Hours Worked by Section 3 Workers & Targeted (Certification of Section 3 Employee Status Required)

There are definitions of how to be a Section 3 Business Concern:

- ✱ It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old.
- ✱ Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- ✱ It is a business at least 51 percent owned by current public housing residents or residents who currently live in Housing Choice Voucher Program housing, with businesses at least 6 months old.

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature: _____

Date: _____

Section 3

Is My Business Section 3?

- 51% OWNED BY LOW INCOME OR VERY LOW INCOME INDIVIDUALS
OR
- 75% OR MORE HOURS, OVER A 3 MONTH PERIOD, PERFORMED BY PERMANENT LABORERS WHO ARE SECTION 3 WORKERS, LOW OR VERY LOW INCOME INDIVIDUALS OR YOUTHBUILD WORKERS.
OR
- 51% OWNED BY RESIDENTS OF PUBLIC HOUSING OR RESIDENT OF HOUSING CHOICE VOUCHER PROGRAM.

DOING BUSINESS WITH THE MCHA

All firms engaged by the MCHA are required to certify whether they are a Section 3 Business Concern. Please contact the MCHA for the necessary paperwork.

If you are a Section 3 Business Concern, considering registering with HUD at:
<https://portalapps.hud.gov/Sec3BusinessReg/BRegistry/RegisterBusiness>

If you are not a Section 3 Business Concern, you may still meet the MCHA Section 3 goals by staffing the project with workers who meet at least one of the individual Section 3 criteria which are:

- Worker's annualized income is below the income limit established by HUD [PA HUD Limits](#)
- Worker is a resident of public housing or resident of housing choice voucher program.
- Worker is a Youthbuild participant.



Section 3



Am I a Section 3 Worker?

Section 3 Worker

- WORKER'S ANNUALIZED INCOME QUALIFIES ACCORDING TO HUD-DETERMINED LIMITS. (see [PA HUD Limits](#))

OR

- THE WORKER IS EMPLOYED BY A SECTION 3 BUSINESS CONCERN.

OR

- THE WORKER IS A YOUTHBUILD PARTICIPANT

OR

- THE WORKER IS A RESIDENT OF PUBLIC HOUSING OR RESIDENT OF HOUSING CHOICE VOUCHER PROGRAM

(Note: The status of a Section 3 worker is not negatively affected by prior arrest or conviction.)

If you are Section 3 Worker or Targeted Section 3 Worker, you may be asked by your employer to complete documentation certifying your Section 3 status. This information is used by the MCHA to comply with the Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992 (Section 3).

Thank you for your participation!

104 W. Main Street, Suite 1 Norristown, PA 19401
Tel 610-326-7332 ext. 430 PA Voice Relay 1-800-654-5988

WWW.MONTCOHA.ORG





CERTIFICATION OF SECTION 3 EMPLOYEE STATUS

*(Include this form with your contract documents,
background checks and LCP Tracker Submission)*

FULL NAME OF EMPLOYEE: _____

NAME OF FIRM: _____

ADDRESS OF FIRM: _____

MCHA PROJECT NAME: _____

☐ CHECK HERE IF YOU **ARE** A SECTION 3 or TARGETED SECTION 3 WORKER

☐ CHECK HERE IF YOU **ARE NOT** A SECTION 3 OR TARGETED SECTION 3 WORKER.

(See definitions of Section 3 Business Workers below the line)

SIGNATURE OF WORKER

DATE

NAME OF WORKER

If one or more of the below categories applies to you, you ARE a Section 3 or Targeted Section 3 Worker

(Note: The status of a Section 3 or Targeted Section 3 worker is not negatively affected by prior arrest or conviction.)

SECTION 3 WORKER: *To be a Section 3 Worker you must be or have been, within the past 5 years, one of the following:*

- Annualized income is below the income limit established by HUD (See [PA HUD Limits](#))
- Employed by a Section 3 Business.
- A Youth Build Participant.
- Resident of public housing or resident of Housing Choice Voucher Program.

SECTION 3

Required Hours Worked Reporting

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all persons employed by _____ (Enter Your Company Name) on a contract for MCHA contract.

Section 3 Employees are now defined as:

Section 3 Workers - Any low or very low-income persons residing in the MCHA Metropolitan Area

Targeted Section 3 Workers - Reside in public housing or Housing Choice Voucher Program managed by MCHA or a current YouthBuild participants (If a program is active in the area)

If your company employs any person, you believe is now, or was as of November 30, 2020, a Section 3 worker, please have them complete the "SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it now.

1) Write in your total Non-Section 3 employee's hours as a single lump sum.

2) Write in your total Section 3 employee(s) hours as a single lump sum. If no Section 3 hours, write "0" on that line.

Enter month and year for the hours being reported.

Month/Year	Total Non-Section 3 Hours	Total Section 3 Worker Hours
_____20____	_____	_____

If you employ Section 3 Workers and have not submitted a self-certification form(s) please attach them or it to the email when you return this form. If you have Section 3 Workers, break down their hours by person. Use a separate sheet if necessary.

	Full Name	Hours This Month
Section 3 Person Name/Hours	_____	_____
Section 3 Person Name/Hours	_____	_____

Email this report to: bschaeffer@montcoha.org Call Becky at (610) 326-7332, ext. 430 with questions.



Contractor/Subcontractor Build America, Buy America Act Certification

The undersigned certifies, to the best of their knowledge and belief, that

The Build America, Buy America (BABA) Act, as established under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, and implemented through 2 CFR Part 184, requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

The undersigned certifies that for the _____ (Project Name and Location) _____ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with HUD financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, _____ [Contractor/Subcontractor] ___, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Signature of [Contractor's/Subcontractor's] Authorized Official

Name and Title of [Contractor's/Subcontractor's] Authorized Official

Date

Warranty

Project: Golden Age Manor First Floor Improvements and Accessible Front Entrance

Project Number:

Contract No.

Location: Golden Age Manor, 400 Walnut Street, Royersford, PA 19468

Owner: Montgomery County Housing Authority
104 West Main Street, Suite 1
Norristown, PA 19401

Contractor:

1. Contractor Warranty Statement

- a. *The Contractor warrants the Owner that the work performed for this Project conforms to the Project Requirements and is free of any defect in equipment, material, or workmanship, performed by the Contractor or any subcontractor or supplier at any tier, through the duration of the Warranty Period.*

2. Warranty Period

- a. *Starting at the Date of Final Acceptance, established as _____, the Warranty Period shall be in effect for a period of thirty-six (36) months. The Warranty Period will terminate after the thirty-six (36) months have elapsed.*
- b. *Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.*

3. Terms of Warranty

- a. *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 the property of the Owner 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.*
- b. *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 thirty-six (36) months from the date of the repair or replacement or until the end of the original applicable warranty period, whichever occurs later.*
- c. *If the contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair or otherwise remedy the failure, defect or damage at the Contractor's expense.*
- d. *With respect to all warranties, express or implied, from subcontractors, manufacturers of suppliers for work performed and materials furnished under this Project, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; and (2) Require all warranties to be executed in writing, for the benefit of the Owner; and (3) enforce all warranties for the benefit of the Owner.*
- e. *In the event the Contractor's warranty has expired, the Owner may bring suit, at its own expense, to enforce the subcontractor's, manufacturer's or supplier's warranty.*
- f. *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 Owner nor for the repair of any damage that results from any defect in the material or design furnished by the Owner.*
- g. *If any person, firm or corporation, other than the Contractor, has, since the completion of the Project, performed or attempted to perform any repairs or modifications to the work performed*

for this Project, then this Warranty will become null and void. This Warranty does not cover any repairs made by anyone other than the Contractor.

- h. Replacement parts provided under this Warranty will be equivalent to original parts installed under contract for the Project referenced above.*
- i. Notwithstanding any provisions herein to the contrary, the establishment of the Warranty Period and any other time periods within this Warranty, 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 to specifically correct the work.*
- j. This Warranty shall not limit the Owner's rights under the Inspection and Acceptance of Construction clause of the contract for this Project with respect to latent defects, gross mistakes or fraud.*

4. Owner's obligations under this warranty.

- a. This Warranty is contingent upon proper installation and proper use of the products and work installed under this Project. This Warranty shall not apply if the defect is the result of accident, unusual physical, electrical or electromechanical stress, neglect, misuse, user programming error, failure of electrical power, air conditioning, humidity control, construction dust, damaging foreign substances, or causes other than a defect in equipment, material or workmanship.*
- b. The Owner agrees to provide full access to authorized employees of the Contractor.*
- c. It is understood and agreed that, in the event that any failure, defect or damage is discovered, the Owner will notify the Contractor in writing within a reasonable amount of time.*

Contractor:

Owner:

Montgomery County Housing Authority
104 West Main Street, Suite 1
Norristown, PA 19401

By _____ Date _____

By _____ Date _____

Joel A. Johnson, AICP, P.H.M., Executive Director

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

Notary Public: _____ My Commission Expires: _____

Appendix F: Treasury Listing of Approved Sureties

List of Certified Companies

August 1, 2026

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/: \$554,090,000

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: 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/: \$411,336,000

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/: \$1,974,000

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

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/: \$370,211,000

SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, GA, ID, IL, IN, IA, KS, KY, ME, MD, 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

ALL AMERICA INSURANCE COMPANY

(NAIC #20222)

BUSINESS ADDRESS: P.O. Box 351, Van Wert, OH 45891-0351

PHONE: (419) 238-1010

UNDERWRITING LIMITATION b/: \$19,635,000

SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, GA, ID, IL, IN, IA, KS, KY, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, TN, TX, UT, VT, VA, WA, WV, WI, WY

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/: \$3,642,000

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

ALLIED Property and Casualty Insurance Company

(NAIC #42579)

BUSINESS ADDRESS: One West Nationwide Blvd., 1-14-301, Columbus, OH 43215-2220

PHONE: (866) 387-0457

UNDERWRITING LIMITATION b/: \$6,573,000

SURETY LICENSES c,f/: 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/: \$221,363,000

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, RI, SC, SD, TN, TX, UT, VT, VA, VI, 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/: \$138,972,000

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: Delaware

AMCO Insurance Company

(NAIC #19100)

BUSINESS ADDRESS: One West Nationwide Blvd., 1-14-301, Columbus, OH 43215-2220

PHONE: (866) 387-0457

UNDERWRITING LIMITATION b/: \$21,016,000

SURETY LICENSES c,f/: AZ, AR, CA, CO, CT, DE, DC, 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/: \$20,819,000

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 Casualty Company of Reading, Pennsylvania

(NAIC #20427)

BUSINESS ADDRESS: 151 N. Franklin Street, Chicago, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$8,937,000

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/: \$12,009,000

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, MP, 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

UNDERWRITING LIMITATION b/: \$4,674,000

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 Home Assurance Company

(NAIC #19380)

BUSINESS ADDRESS: 1271 Avenue of the Americas, 37th Floor, New York, NY 10020-1304

PHONE: (212) 770-7000

UNDERWRITING LIMITATION b/: \$591,735,000

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/: \$45,313,000

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/: \$16,772,000

SURETY LICENSES c,f/: AL, CO, DE, GA, IL, IN, IA, KY, MI, MN, NM, 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/: \$4,869,000

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

Amerisure Insurance Company

(NAIC #19488)

BUSINESS ADDRESS: P.O. Box 9098, Farmington Hills, MI 48333-9098

PHONE: (248) 615-9000

UNDERWRITING LIMITATION b/: \$22,223,000

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: Michigan

Amerisure Mutual Insurance Company (a Stock Company)

(NAIC #23396)

BUSINESS ADDRESS: 26777 Halsted Road, Farmington Hills, MI 48331-3586

PHONE: (248) 615-9000

UNDERWRITING LIMITATION b/: \$126,908,000

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: 26777 Halsted Road, Farmington Hills, MI 48331-3586

PHONE: (248) 615-9000

UNDERWRITING LIMITATION b/: \$4,753,000

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, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Michigan

Amherst National Insurance Company

(NAIC #16379)

BUSINESS ADDRESS: 14001 Dallas Parkway, Suite 700, Dallas, TX 75240

PHONE: (844) 378-6560

UNDERWRITING LIMITATION b/: \$1,783,000

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: North Carolina

Antilles Insurance Company

(NAIC #10308)

BUSINESS ADDRESS: P.O. Box 9023507, San Juan, PR 00902-3507

PHONE: (787) 474-4900

UNDERWRITING LIMITATION b/: \$6,838,000

SURETY LICENSES c,f/: PR

INCORPORATED IN: Puerto Rico

Arch Insurance Company

(NAIC #11150)

BUSINESS ADDRESS: Harborside 3
210 Hudson Street, Suite 600, Jersey City, NJ 07311-1107

PHONE: (201) 743-4000

UNDERWRITING LIMITATION b/: \$327,898,000

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/: \$194,877,000

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, NV, NH, NJ, NM, NY, NC, 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/: \$144,529,000

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: Nebraska

Ascot Surety & Casualty Company

(NAIC #30279)

BUSINESS ADDRESS: P.O. Box 2240, Ridgeland, MS 39158

PHONE: (646) 356-8101

UNDERWRITING LIMITATION b/: \$63,019,000

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: Colorado

ASPEN AMERICAN INSURANCE COMPANY

(NAIC #43460)

BUSINESS ADDRESS: 400 Capital Boulevard, Suite 200, Rocky Hill, CT 06067

PHONE: (860) 393-2230

UNDERWRITING LIMITATION b/: \$120,233,000

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: (800) 662-0156

UNDERWRITING LIMITATION b/: \$126,224,000

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/: \$1,771,490,000

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: 10000 Avalon Boulevard, Suite 200, Alpharetta, GA 30009

PHONE: (678) 746-9400

UNDERWRITING LIMITATION b/: \$78,512,000

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: 10000 Avalon Boulevard, Suite 200, Alpharetta, GA 30009

PHONE: (678) 746-9400

UNDERWRITING LIMITATION b/: \$107,329,000

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: New York

Bankers Insurance Company

(NAIC #33162)

BUSINESS ADDRESS: P.O. Box 15707, St. Petersburg, FL 33733

PHONE: (727) 823-4000

UNDERWRITING LIMITATION b/: \$6,796,000

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

Beazley Insurance Company, Inc.

(NAIC #37540)

BUSINESS ADDRESS: The Rutherford Building, 65 Memorial Road, Suite 320, West Hartford, CT 06107

PHONE: (860) 677-3700

UNDERWRITING LIMITATION b/: \$43,779,000

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/: \$852,675,000

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: Delaware

Berkley National Insurance Company

(NAIC #38911)

BUSINESS ADDRESS: P.O. Box 9190,, Des Moines, IA 50306-9190

PHONE: (800) 343-0592

UNDERWRITING LIMITATION b/: \$9,616,000

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

Berkley Regional Insurance Company

(NAIC #29580)

BUSINESS ADDRESS: P.O. Box 9190, Des Moines, IA 50306-9190

PHONE: (515) 473-3000

UNDERWRITING LIMITATION b/: \$91,316,000

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/: \$312,943,000

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/: \$503,416,000

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, 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/: \$37,878,000

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

BOND SAFEGUARD INSURANCE COMPANY

(NAIC #27081)

BUSINESS ADDRESS: 4 Manhattanville Rd, Purchase, NY 10577

PHONE: (914) 468-8000

UNDERWRITING LIMITATION b/: \$2,523,000

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, MI, 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: P.O. Box 723099, Atlanta, GA 31139-0099

PHONE: (678) 309-4000

UNDERWRITING LIMITATION b/: \$2,082,000

SURETY LICENSES c,f/: AL, AZ, CT, DE, FL, GA, MD, NJ, NY, NC, OH, PA, SC, TN, TX, WV

INCORPORATED IN: New Jersey

Brierfield Insurance Company

(NAIC #10993)

BUSINESS ADDRESS: 6300 University Parkway, Sarasota, FL 34240-8424

PHONE: (800) 226-3224

UNDERWRITING LIMITATION b/: \$1,154,000

SURETY LICENSES c,f/: AL, AR, 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/: \$4,036,000

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/: \$27,254,000

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: P.O. Box 9190, Des Moines, IA 50306-9190

PHONE: (904) 363-0900

UNDERWRITING LIMITATION b/: \$12,348,000

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/: \$19,621,000

SURETY LICENSES c,f/: AL

INCORPORATED IN: Alabama

CENTRAL INSURANCE COMPANY

(NAIC #20230)

BUSINESS ADDRESS: P.O. Box 351, Van Wert, OH 45891-0351

PHONE: (419) 238-1010

UNDERWRITING LIMITATION b/: \$116,033,000

SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, GA, ID, IL, IN, IA, KS, KY, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, TN, TX, UT, VT, VA, WA, WV, WY

INCORPORATED IN: Ohio

CENTURY SURETY COMPANY

(NAIC #36951)

BUSINESS ADDRESS: 550 Polaris Parkway, Westerville, OH 43082

PHONE: (614) 895-2000

UNDERWRITING LIMITATION b/: \$5,195,000

SURETY LICENSES c,f/: AZ, OH

INCORPORATED IN: Ohio

Charter Oak Fire Insurance Company (The)

(NAIC #25615)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183

PHONE: (860) 277-0111

UNDERWRITING LIMITATION b/: \$30,748,000

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/: \$40,701,000

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

Cincinnati Casualty Company (The)

(NAIC #28665)

BUSINESS ADDRESS: P.O. Box 145496, Cincinnati, OH 45250-5496

PHONE: (513) 870-2000

UNDERWRITING LIMITATION b/: \$58,784,000

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/: \$14,223,000

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/: \$974,871,000

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/: \$68,417,000

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, Schaumburg, IL 60196-1056

PHONE: (847) 605-6000

UNDERWRITING LIMITATION b/: \$1,864,000

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/: \$8,830,000

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 Street, Chicago, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$794,331,000

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, Orange Village, OH 44122

PHONE: (440) 995-1420

UNDERWRITING LIMITATION b/: \$2,501,000

SURETY LICENSES c,f/: AL, AZ, CA, CO, CT, DC, FL, GA, ID, IL, IN, IA, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Florida

Continental Insurance Company (The)

(NAIC #35289)

BUSINESS ADDRESS: 151 N. Franklin Street, Chicago, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$205,945,000

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/: \$10,702,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Illinois

Cooperativa de Seguros Multiples de Puerto Rico

(NAIC #18163)

BUSINESS ADDRESS: P.O. Box 363846, San Juan, PR 00936-3846

PHONE: (787) 622-3575 x-2452

UNDERWRITING LIMITATION b/: \$41,056,000

SURETY LICENSES c,f/: PR

INCORPORATED IN: Puerto Rico

Crestbrook Insurance Company

(NAIC #18961)

BUSINESS ADDRESS: One West Nationwide Blvd., 1-14-301, Columbus, OH 43215-2220

PHONE: (866) 387-0457

UNDERWRITING LIMITATION b/: \$8,460,000

SURETY LICENSES c,f/: 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/: \$112,475,000

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/: \$6,902,000

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

Developers Surety and Indemnity Company

(NAIC #12718)

BUSINESS ADDRESS: 800 Superior Avenue
21st Floor, Cleveland, OH 44114

PHONE: (216) 328-6100

UNDERWRITING LIMITATION b/: \$17,559,000

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: California

Employers Insurance Company of Wausau

(NAIC #21458)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$240,044,000

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: 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/: \$200,784,000

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/: \$18,786,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, 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: Delaware

Endurance Assurance Corporation

(NAIC #11551)

BUSINESS ADDRESS: 4 Manhattanville Road, Purchase, NY 10577

PHONE: (914) 468-8000

UNDERWRITING LIMITATION b/: \$422,779,000

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/: \$25,112,000

SURETY LICENSES c,f/: DE, DC, GA, IL, IN, KY, MD, MN, MO, NY, NC, OH, PA, SC, TN, VT, VA, WV, WI

INCORPORATED IN: Pennsylvania

Euler Hermes North America Insurance Company

(NAIC #20516)

BUSINESS ADDRESS: 100 International Drive, 22nd Floor, Baltimore, MD 21202

PHONE: (410) 753-0821

UNDERWRITING LIMITATION b/: \$40,804,000

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: Maryland

Everest National Insurance Company

(NAIC #10120)

BUSINESS ADDRESS: 100 Everest Way,
Warren Corporate Center, Warren, NJ 07059

PHONE: (908) 604-3000

UNDERWRITING LIMITATION b/: \$32,227,000

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

Everest Reinsurance Company

(NAIC #26921)

BUSINESS ADDRESS: 100 Everest Way,
Warren Corporate Center, Warren, NJ 07059

PHONE: (908) 604-3000

UNDERWRITING LIMITATION b/: \$853,325,000

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

Evergreen National Indemnity Company

(NAIC #12750)

BUSINESS ADDRESS: 6150 Oak Tree Blvd., STE 440, Independence, OH 44131

PHONE: (440) 229-3420

UNDERWRITING LIMITATION b/: \$4,981,000

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/: \$213,883,000

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

Explorer Insurance Company

(NAIC #40029)

BUSINESS ADDRESS: 15025 Innovation Drive, San Diego, CA 92128

PHONE: (858) 350-2400

UNDERWRITING LIMITATION b/: \$28,693,000

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, 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/: \$21,802,000

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

Farmers Alliance Mutual Insurance Company

(NAIC #19194)

BUSINESS ADDRESS: P.O. Box 1401, McPherson, KS 67460

PHONE: (620) 241-2200

UNDERWRITING LIMITATION b/: \$25,794,000

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/: \$35,681,000

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/: \$107,579,000

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, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, 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/: \$545,156,000

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/: \$647,432,000

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, Schaumburg, IL 60196-1056

PHONE: (847) 605-6000

UNDERWRITING LIMITATION b/: \$16,863,000

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/: \$2,239,000

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/: \$10,185,000

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: 2500 CityWest Blvd, Suite 1150, Houston, TX 77042

PHONE: (877) 737-2245

UNDERWRITING LIMITATION b/: \$2,444,000

SURETY LICENSES c,f/: AL, AZ, CA, CO, CT, DE, FL, GA, ID, IN, IA, KS, LA, MD, MI, MN, MS, MO, MT, NV, NJ, NY, NC, ND, OH, OK, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY

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/: \$10,607,000

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: 155 North Wacker Drive, Suite 2700, Chicago, IL 60606-1720

PHONE: (888) 466-7883

UNDERWRITING LIMITATION b/: \$148,103,000

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

First Founders Assurance Company

(NAIC #12150)

BUSINESS ADDRESS: 6 Mill Ridge Lane, Chester, NJ 07930-2486

PHONE: (800) 606-6657

UNDERWRITING LIMITATION b/: \$10,122,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, GA, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WI, WY

INCORPORATED IN: New Jersey

First Indemnity of America Insurance Company

(NAIC #38326)

BUSINESS ADDRESS: 7979 Ivanhoe Avenue, Suite 500, La Jolla, CA 92037

PHONE: (973) 402-1200

UNDERWRITING LIMITATION b/: \$1,804,000

SURETY LICENSES c,f/: AL, DE, FL, GA, MD, MT, NJ, NC, OK, PA, SC, TN, TX, VA, WV

INCORPORATED IN: New Jersey

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/: \$2,064,000

SURETY LICENSES c,f/: GU, MP

INCORPORATED IN: Guam

Frankenmuth Insurance Company

(NAIC #13986)

BUSINESS ADDRESS: One Mutual Avenue, Frankenmuth, MI 48787-0001

PHONE: (989) 652-6121

UNDERWRITING LIMITATION b/: \$91,222,000

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/: \$26,846,000

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

General Reinsurance Corporation

(NAIC #22039)

BUSINESS ADDRESS: 400 Atlantic Street, Fl. 9, Stamford, CT 06901

PHONE: (203) 328-5000

UNDERWRITING LIMITATION b/: \$1,616,711,000

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: Delaware

GENERAL STAR NATIONAL INSURANCE COMPANY

(NAIC #11967)

BUSINESS ADDRESS: 400 Atlantic Street, Fl. 9, Stamford, CT 06901

PHONE: (203) 328-5700

UNDERWRITING LIMITATION b/: \$12,945,000

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, VA, WA, WV, WI, WY

INCORPORATED IN: Delaware

GRANITE RE, INC.

(NAIC #26310)

BUSINESS ADDRESS: 14001 Quailbrook Drive, Oklahoma City, OK 73134

PHONE: (405) 752-2600

UNDERWRITING LIMITATION b/: \$11,346,000

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: 1271 Avenue of the Americas, 37th Floor, New York, NY 10020-1304

PHONE: (212) 770-7000

UNDERWRITING LIMITATION b/: \$2,752,000

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 INSURANCE COMPANY (THE)

(NAIC #36307)

BUSINESS ADDRESS: P.O. Box 6202, Metairie, LA 70009-6202

PHONE: (504) 888-7790

UNDERWRITING LIMITATION b/: \$27,844,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, 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/: \$3,258,000

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: Ohio

Great American Insurance Company

(NAIC #16691)

BUSINESS ADDRESS: 301 E. Fourth Street, Cincinnati, OH 45202

PHONE: (513) 369-5000

UNDERWRITING LIMITATION b/: \$355,127,000

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: 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/: \$26,688,000

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/: \$1,650,000

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 Midwest Insurance Company

(NAIC #18694)

BUSINESS ADDRESS: 800 Gessner, Suite 600, Houston, TX 77024

PHONE: (713) 935-4800

UNDERWRITING LIMITATION b/: \$87,200,000

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/: \$45,846,000

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

Greenwich Insurance Company

(NAIC #22322)

BUSINESS ADDRESS: 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06901

PHONE: (203) 964-5200

UNDERWRITING LIMITATION b/: \$313,120,000

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

Guarantee Company of North America USA (The)

(NAIC #36650)

BUSINESS ADDRESS: 12600 Deerfield Pkwy, Suite 100, Alpharetta, GA 30004

PHONE: (888) 831-4742

UNDERWRITING LIMITATION b/: \$6,150,000

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: Arkansas

Hanover Insurance Company (The)

(NAIC #22292)

BUSINESS ADDRESS: 440 Lincoln Street, Worcester, MA 01653-0002

PHONE: (508) 853-7200

UNDERWRITING LIMITATION b/: \$254,327,000

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

Harco National Insurance Company

(NAIC #26433)

BUSINESS ADDRESS: 4200 Six Forks Road, Suite 1400, Raleigh, NC 27609

PHONE: (919) 833-1600

UNDERWRITING LIMITATION b/: \$113,502,000

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

Hartford Accident and Indemnity Company

(NAIC #22357)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155-0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$297,521,000

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

Hartford Casualty Insurance Company

(NAIC #29424)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155-0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$95,519,000

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/: \$1,330,964,000

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: Connecticut

Hartford Insurance Company of the Midwest

(NAIC #37478)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155-0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$40,817,000

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

HDI Global Select Insurance Company

(NAIC #14265)

BUSINESS ADDRESS: 161 N Clark St - 48th Floor, Chicago, IL 60601

PHONE: (312) 580-1900

UNDERWRITING LIMITATION b/: \$5,453,000

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

Hudson Insurance Company

(NAIC #25054)

BUSINESS ADDRESS: 100 William Street, 5th Floor, New York, NY 10038

PHONE: (212) 978-2800

UNDERWRITING LIMITATION b/: \$82,794,000

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/: \$19,119,000

SURETY LICENSES c,f/: AZ, IL, IA, MN, MO, NE, ND, SD, WI

INCORPORATED IN: Iowa

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/: \$18,232,000

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, 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/: \$21,632,000

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: Mississippi

Inland Insurance Company

(NAIC #23264)

BUSINESS ADDRESS: P.O. Box 80468, Lincoln, NE 68501

PHONE: (402) 435-4302

UNDERWRITING LIMITATION b/: \$44,666,000

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/: \$7,951,000

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: 1271 Avenue of the Americas, 37th Floor, New York, NY 10020-1304

PHONE: (212) 770-7000

UNDERWRITING LIMITATION b/: \$3,910,000

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/: \$212,881,000

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: California

Insurors Indemnity Company

(NAIC #43273)

BUSINESS ADDRESS: P.O. Box 32577, Waco, TX 76703

PHONE: (254) 759-3700

UNDERWRITING LIMITATION b/: \$5,005,000

SURETY LICENSES c,f/: AZ, AR, KS, LA, NV, NM, OK, TX, UT

INCORPORATED IN: Texas

International Fidelity Insurance Company

(NAIC #11592)

BUSINESS ADDRESS: One Newark Center, Newark, NJ 07102-5207

PHONE: (973) 624-7200

UNDERWRITING LIMITATION b/: \$7,938,000

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 Jersey

IRONSHORE INDEMNITY INC.

(NAIC #23647)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$10,655,000

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

LEXINGTON NATIONAL INSURANCE CORPORATION

(NAIC #37940)

BUSINESS ADDRESS: P.O. Box 6098, Lutherville, MD 21094

PHONE: (410) 625-0800

UNDERWRITING LIMITATION b/: \$2,572,000

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: 4 Manhattanville Rd, 3rd Floor, Purchase, NY 10577

PHONE: (914) 468-8000

UNDERWRITING LIMITATION b/: \$10,803,000

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 Mutual Fire Insurance Company

(NAIC #23035)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$226,969,000

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

UNDERWRITING LIMITATION b/: \$2,720,709,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, 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: Massachusetts

LM Insurance Corporation

(NAIC #33600)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$12,687,000

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/: \$8,720,000

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/: \$321,975,000

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: Illinois

Massachusetts Bay Insurance Company

(NAIC #22306)

BUSINESS ADDRESS: 440 Lincoln Street, Worcester, MA 01653-0002

PHONE: (508) 853-7200

UNDERWRITING LIMITATION b/: \$8,450,000

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/: \$35,603,000

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/: \$4,608,000

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: Iowa

Michigan Millers Mutual Insurance Company

(NAIC #14508)

BUSINESS ADDRESS: P.O. Box 30060, Lansing, MI 48909-7560

PHONE: (517) 482-6211

UNDERWRITING LIMITATION b/: \$13,597,000

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: 6301 Owensmouth Ave, Woodland Hills, CA 91367-2216

PHONE: (818) 965-0263

UNDERWRITING LIMITATION b/: \$543,794,000

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/: \$26,941,000

SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, PA, RI, SC, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Ohio

Mining Mutual Insurance Company

(NAIC #17358)

BUSINESS ADDRESS: 216 Brooks St., STE 300, Charleston, WV 25301

PHONE: (304) 932-0123

UNDERWRITING LIMITATION b/: \$4,824,000

SURETY LICENSES c,f/: WV

INCORPORATED IN: West Virginia

Mitsui Sumitomo Insurance Company of America

(NAIC #20362)

BUSINESS ADDRESS: 15 Independence Boulevard, P.O. Box 4602, Warren, NJ 07059-0602

PHONE: (908) 604-2900

UNDERWRITING LIMITATION b/: \$124,003,000

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

Motorists Mutual Insurance Company

(NAIC #14621)

BUSINESS ADDRESS: 471 East Broad Street, Columbus, OH 43215

PHONE: (614) 225-8211

UNDERWRITING LIMITATION b/: \$96,036,000

SURETY LICENSES c,f/: IN, KY, MI, OH, PA, 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/: \$112,384,000

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/: \$644,604,000

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

National American Insurance Company

(NAIC #23663)

BUSINESS ADDRESS: P.O. Box 9, Chandler, OK 74834

PHONE: (405) 258-0804

UNDERWRITING LIMITATION b/: \$13,233,000

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, 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., 1-14-301, Columbus, OH 43215-2220

PHONE: (866) 387-0457

UNDERWRITING LIMITATION b/: \$23,040,000

SURETY LICENSES c,f/: 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: Ohio

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/: \$1,677,821,000

SURETY LICENSES c,f/: NE

INCORPORATED IN: Nebraska

National Fire Insurance Company of Hartford

(NAIC #20478)

BUSINESS ADDRESS: 151 N. Franklin Street, Chicago, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$7,637,000

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/: \$25,095,829,000

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/: \$299,779,000

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/: \$4,401,000

SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, DC, GA, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MS, MO, MT, NE, NM, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WI, WY

INCORPORATED IN: Indiana

National Union Fire Insurance Company of Pittsburgh, PA

(NAIC #19445)

BUSINESS ADDRESS: 1271 Avenue of the Americas, 37th Floor, New York, NY 10020-1304

PHONE: (212) 770-7000

UNDERWRITING LIMITATION b/: \$584,707,000

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., 1-14-301, Columbus, OH 43215-2220

PHONE: (866) 387-0457

UNDERWRITING LIMITATION b/: \$29,054,000

SURETY LICENSES c,f/: 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., 1-14-301, Columbus, OH 43215-2220

PHONE: (866) 387-0457

UNDERWRITING LIMITATION b/: \$2,263,541,000

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: Ohio

NAVIGATORS INSURANCE COMPANY

(NAIC #42307)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155-0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$249,989,000

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: 1271 Avenue of the Americas, 37th Floor, New York, NY 10020-1304

PHONE: (212) 770-7000

UNDERWRITING LIMITATION b/: \$7,033,000

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/: \$77,518,000

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, 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: (800) 247-0446

UNDERWRITING LIMITATION b/: \$60,498,000

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: Florida

NOVA Casualty Company

(NAIC #42552)

BUSINESS ADDRESS: 440 Lincoln Street, Worcester, MA 01653-0002

PHONE: (508) 853-7200

UNDERWRITING LIMITATION b/: \$10,531,000

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

UNDERWRITING LIMITATION b/: \$340,301,000

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/: \$334,216,000

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, PR, 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/: \$9,792,000

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, 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

Oklahoma Surety Company

(NAIC #23426)

BUSINESS ADDRESS: P.O. Box 1409, Tulsa, OK 74101

PHONE: (918) 587-7221

UNDERWRITING LIMITATION b/: \$1,667,000

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: (800) 207-0446

UNDERWRITING LIMITATION b/: \$2,123,000

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/: \$68,002,000

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/: \$140,288,000

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: Pennsylvania

Old Republic Surety Company

(NAIC #40444)

BUSINESS ADDRESS: P.O. Box 1635, Milwaukee, WI 53201-1635

PHONE: (262) 797-2640

UNDERWRITING LIMITATION b/: \$9,088,000

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/: \$446,432,000

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

Palomar Casualty and Surety Company

(NAIC #10671)

BUSINESS ADDRESS: 1625 West Causeway Approach, Mandeville, LA 70471

PHONE: (504) 754-6711

UNDERWRITING LIMITATION b/: \$13,166,000

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

Palomar Specialty Insurance Company

(NAIC #20338)

BUSINESS ADDRESS: 7979 Ivanhoe Avenue, Suite 500, La Jolla, CA 92037

PHONE: (619) 567-5290

UNDERWRITING LIMITATION b/: \$53,356,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CT, DC, FL, GA, ID, IN, IA, KS, KY, LA, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Oregon

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/: \$208,973,000

SURETY LICENSES c,f/: AL, AZ, AR, CA, CO, CT, DE, DC, GA, IL, IA, KS, LA, MD, MA, MI, MS, 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/: \$13,103,000

SURETY LICENSES c,f/: AZ, IL, IN, IA, MI, NV, OH, UT, WI

INCORPORATED IN: Illinois

Pennsylvania Insurance Company

(NAIC #21962)

BUSINESS ADDRESS: P.O. Box 3646, Omaha, NE 68103-0646

PHONE: (402) 827-3424

UNDERWRITING LIMITATION b/: \$9,101,000

SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, DC, FL, GA, 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: New Mexico

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/: \$32,788,000

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 Manufacturers Indemnity Company

(NAIC #41424)

BUSINESS ADDRESS: P. O. Box 3031, Blue Bell, PA 19422-0754

PHONE: (610) 397-5000

UNDERWRITING LIMITATION b/: \$9,710,000

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 National Mutual Casualty Insurance Company

(NAIC #14990)

BUSINESS ADDRESS: P.O. Box 2361, Harrisburg, PA 17105-2361

PHONE: (717) 234-4941

UNDERWRITING LIMITATION b/: \$91,474,000

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, WI

INCORPORATED IN: Pennsylvania

PHILADELPHIA INDEMNITY INSURANCE COMPANY

(NAIC #18058)

BUSINESS ADDRESS: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950

PHONE: (610) 206-7836

UNDERWRITING LIMITATION b/: \$422,761,000

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: Pennsylvania

Platte River Insurance Company

(NAIC #18619)

BUSINESS ADDRESS: P.O. Box 5900, Madison, WI 53705-0900

PHONE: (608) 829-4200

UNDERWRITING LIMITATION b/: \$6,568,000

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: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$2,497,000

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/: \$3,918,000

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/: \$553,674,000

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, 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/: \$132,699,000

SURETY LICENSES c,f/: AK, CA, CT, DC, HI, IN, IA, KS, LA, MD, MS, MT, NV, NM, NY, ND, OH, OR, SD, UT, VA, WA

INCORPORATED IN: Ohio

Protective Insurance Company

(NAIC #12416)

BUSINESS ADDRESS: 111 Congressional Blvd., Carmel, IN 46032

PHONE: (800) 626-8381

UNDERWRITING LIMITATION b/: \$48,047,000

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

Protective Property & Casualty Insurance Company

(NAIC #35769)

BUSINESS ADDRESS: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017

PHONE: (800) 950-6060

UNDERWRITING LIMITATION b/: \$21,787,000

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: Missouri

QBE Insurance Corporation

(NAIC #39217)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596

PHONE: (800) 362-5448

UNDERWRITING LIMITATION b/: \$70,221,000

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

QBE Reinsurance Corporation

(NAIC #10219)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, Wisconsin 53596

PHONE: (800) 362-5448

UNDERWRITING LIMITATION b/: \$12,526,000

SURETY LICENSES c,f/: AK, CA, GA, ID, IA, LA, MI, MN, MS, NE, NJ, NY, OH, PA, PR, TX, UT, VA, WA

INCORPORATED IN: Pennsylvania

Regent Insurance Company

(NAIC #24449)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596

PHONE: (800) 362-5448

UNDERWRITING LIMITATION b/: \$4,069,000

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

RLI Insurance Company

(NAIC #13056)

BUSINESS ADDRESS: 9025 N. Lindbergh Drive, Peoria, IL 61615

PHONE: (309) 692-1000

UNDERWRITING LIMITATION b/: \$173,959,000

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/: \$1,106,000

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, 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/: \$14,199,000

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

UNDERWRITING LIMITATION b/: \$292,000,000

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

Safety National Casualty Corporation

(NAIC #15105)

BUSINESS ADDRESS: 1832 Schuetz Road, St. Louis, MO 63146-3540

PHONE: (888) 995-5300

UNDERWRITING LIMITATION b/: \$504,212,000

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., Carmel, IN 46032

PHONE: (800) 626-8381

UNDERWRITING LIMITATION b/: \$17,856,000

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 Company

(NAIC #22543)

BUSINESS ADDRESS: P.O. Box 819, Appleton, WI 54912-0819

PHONE: (920) 739-3161

UNDERWRITING LIMITATION b/: \$77,593,000

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/: \$118,496,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, GA, ID, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, 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: 199 Water Street, New York, NY 10038-3521

PHONE: (212) 344-3000

UNDERWRITING LIMITATION b/: \$19,607,000

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/: \$845,760,000

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/: \$12,697,000

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, 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/: \$1,467,000

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

SiriusPoint America Insurance Company

(NAIC #38776)

BUSINESS ADDRESS: 1 World Trade Center
285 Fulton Street, 47th Fl, Ste 47J, New York, NY 10007

PHONE: (212) 312-2500

UNDERWRITING LIMITATION b/: \$78,037,000

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/: \$8,615,000

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/: \$745,784,000

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

ST. PAUL GUARDIAN INSURANCE COMPANY

(NAIC #24775)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183

PHONE: (860) 277-0111

UNDERWRITING LIMITATION b/: \$2,581,000

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

St. Paul Mercury Insurance Company

(NAIC #24791)

BUSINESS ADDRESS: One Tower Square, Hartford, CT 06183

PHONE: (860) 277-0111

UNDERWRITING LIMITATION b/: \$12,587,000

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/: \$183,930,000

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/: \$61,330,000

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: P.O. Box 9190, Des Moines, IA 50306-9190

PHONE: (800) 343-0592

UNDERWRITING LIMITATION b/: \$13,699,000

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

Starr Specialty Insurance Company

(NAIC #16109)

BUSINESS ADDRESS: 399 Park Avenue, 3rd floor, New York, NY 10022

PHONE: (646) 227-6400

UNDERWRITING LIMITATION b/: \$114,479,000

SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, GA, GU, 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: Texas

State Auto Property and Casualty Insurance Company

(NAIC #25127)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$19,203,000

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: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$32,799,000

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/: \$2,686,063,000

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

SureTec Insurance Company

(NAIC #10916)

BUSINESS ADDRESS: 2103 CityWest Blvd., Suite 1300, Houston, TX 77042

PHONE: (713) 812-0800

UNDERWRITING LIMITATION b/: \$18,973,000

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: Texas

SURETY BONDING COMPANY OF AMERICA

(NAIC #24047)

BUSINESS ADDRESS: 151 N. Franklin Street, Chicago, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$457,000

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 Re Corporate Solutions America Insurance Corporation

(NAIC #29874)

BUSINESS ADDRESS: 1200 Main St., Suite 800, Kansas City, MO 64105-2478

PHONE: (816) 235-3700

UNDERWRITING LIMITATION b/: \$115,788,000

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

Swiss Re Corporate Solutions Premier Insurance Corporation

(NAIC #32778)

BUSINESS ADDRESS: 1200 Main St. Suite 800, Kansas City, MO 64105-2478

PHONE: (816) 235-3700

UNDERWRITING LIMITATION b/: \$7,385,000

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

Swiss Reinsurance America Corporation

(NAIC #25364)

BUSINESS ADDRESS: 175 King Street, Armonk, NY 10504-1606

PHONE: (914) 828-8000

UNDERWRITING LIMITATION b/: \$374,773,000

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/: \$487,447,000

SURETY LICENSES c,f/: AK, AZ, CA, CO, DE, DC, GA, ID, IL, IN, IA, KS, KY, LA, MI, MN, MS, NV, NJ, NM, NY, OH, OK, PA, SD, TX, UT, WA, WV, 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/: \$940,848,000

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: 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/: \$237,089,000

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, 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/: \$65,252,000

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/: \$954,998,000

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/: \$20,978,000

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/: \$37,467,000

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/: \$49,886,000

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) 324-1000

UNDERWRITING LIMITATION b/: \$101,725,000

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

Union Insurance Company

(NAIC #25844)

BUSINESS ADDRESS: P.O. Box 9190, Des Moines, IA 50306-9190

PHONE: (972) 719-2400

UNDERWRITING LIMITATION b/: \$6,061,000

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: Iowa

United Casualty and Surety Insurance Company

(NAIC #36226)

BUSINESS ADDRESS: 303 Congress Street, Suite 502, Boston, MA 02210

PHONE: (617) 471-1112

UNDERWRITING LIMITATION b/: \$4,708,000

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: P.O. Box 73909, Cedar Rapids, IA 52407-3909

PHONE: (319) 399-5700

UNDERWRITING LIMITATION b/: \$72,918,000

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: 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/: \$2,453,000

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/: \$105,091,000

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

United States Fire Insurance Company

(NAIC #21113)

BUSINESS ADDRESS: 305 Madison Avenue, Morristown, NJ 07960

PHONE: (973) 490-6600

UNDERWRITING LIMITATION b/: \$295,580,000

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, 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: 225 Schilling Circle, Suite 265-270, Hunt Valley, MD 21031

PHONE: (410) 453-9522

UNDERWRITING LIMITATION b/: \$6,218,000

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) 273-1818

UNDERWRITING LIMITATION b/: \$7,863,000

SURETY LICENSES c,f/: PR

INCORPORATED IN: Puerto Rico

Universal Fire & Casualty Insurance Company

(NAIC #32867)

BUSINESS ADDRESS: 2850 Dixie Hwy, Suite 100, Waterford, MI 48328

PHONE: (616) 662-3900

UNDERWRITING LIMITATION b/: \$7,259,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

UNIVERSAL INSURANCE COMPANY

(NAIC #31704)

BUSINESS ADDRESS: GPO Box 71338, San Juan, PR 00936

PHONE: (787) 706-7155

UNDERWRITING LIMITATION b/: \$43,208,000

SURETY LICENSES c,f/: PR

INCORPORATED IN: Puerto Rico

Universal Surety Company

(NAIC #25933)

BUSINESS ADDRESS: P.O. Box 80468, Lincoln, NE 68501

PHONE: (402) 435-4302

UNDERWRITING LIMITATION b/: \$34,600,000

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

Utica Mutual Insurance Company

(NAIC #25976)

BUSINESS ADDRESS: P.O. Box 530, Utica, NY 13503-0530

PHONE: (800) 598-8422

UNDERWRITING LIMITATION b/: \$174,182,000

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: New York

VerTerra Insurance Company

(NAIC #10024)

BUSINESS ADDRESS: 3333 Warrenville Road, Suite 570, Lisle, IL 60532

PHONE: (858) 350-2400

UNDERWRITING LIMITATION b/: \$8,063,000

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/: \$40,648,000

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

West American Insurance Company

(NAIC #44393)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116

PHONE: (617) 357-9500

UNDERWRITING LIMITATION b/: \$5,415,000

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 INSURANCE COMPANY

(NAIC #15350)

BUSINESS ADDRESS: 1900 South 18th Avenue, West Bend, WI 53095

PHONE: (262) 334-5571

UNDERWRITING LIMITATION b/: \$189,429,000

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

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/: \$6,133,000

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: P.O. Box 1463, Minneapolis, MN 55440

PHONE: (952) 835-5350

UNDERWRITING LIMITATION b/: \$114,640,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, MD, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY

INCORPORATED IN: Minnesota

Western Surety Company

(NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin Street, Chicago, IL 60606

PHONE: (312) 822-5000

UNDERWRITING LIMITATION b/: \$148,124,000

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/: \$152,928,000

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: 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/: \$45,769,000

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 St. Suite 800, Kansas City, MO 64105-2478

PHONE: (816) 235-3700

UNDERWRITING LIMITATION b/: \$10,365,000

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

XL Specialty Insurance Company

(NAIC #37885)

BUSINESS ADDRESS: 677 Washington Blvd., 10th Floor, Suite 1000, Stamford, CT 06901

PHONE: (203) 964-5200

UNDERWRITING LIMITATION b/: \$88,605,000

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, Schaumburg, IL 60196-1056

PHONE: (847) 605-6000

UNDERWRITING LIMITATION b/: \$584,904,000

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