



THE HIGHLAND GROUP
— GENERAL CONTRACTOR —

VENDOR
PRE • QUALIFICATION

THANK YOU FOR YOUR INTEREST IN WORKING WITH OUR ORGANIZATION, WE ARE ALWAYS LOOKING TO ESTABLISH NEW RELATIONSHIPS. PLEASE COMPLETE AND PROVIDE THE INFORMATION REQUESTED IN THIS QUALIFICATION PACKAGE. ONCE YOU HAVE COMPLETED THESE DOCUMENTS, YOU MAY RETURN THESE TO US VIA EMAIL AT VENDORS@HIGHLANDGROUP.ORG OR TO OUR OFFICE AT:

THE HIGHLAND GROUP, LLC.
ATTN: PROCUREMENT DEPT.
501 S MCKENZIE STREET
SUITE 2
FOLEY, AL 36535

ALL OF THE FOLLOWING INFORMATION MUST BE PROVIDED AND/OR COMPLETED:

1. CONTRACTOR'S QUALIFICATION STATEMENT

2. W-9

3. PROOF OF GENERAL LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE PER THE LIMITS AND ENDORSEMENTS REQUIRED ON SAMPLE LAYOUT PROVIDED IN THIS PACKAGE NAMING HIGHLAND WAKE CONSTRUCTION, LLC AS ADDITIONAL INSURED ON THE POLICY. IT SHOULD APPEAR ASFOLLOWS:

HIGHLAND WAKE CONSTRUCTION, LLC.
501 S MCKENZIE STREET
SUITE 2
FOLEY, AL 36535

4. HIGHLAND WAKE CONSTRUCTION • MEMORANDUM OF UNDERSTANDING • PLEASE READ, PROVIDE A COPY OF THE 'CODE OF CONDUCT' TO YOUR EMPLOYEES AND SIGN THE DOCUMENT.

5. COPY OF LICENSE AND/OR CERTIFICATIONS FOR ALL WORK YOU WANT TO PERFORM

6. PROCUREMENT POLICIES AND PROCEDURES • ACKNOWLEDGEMENT

ONCE THE INFORMATION IS COMPLETE IN FULL YOU MAY EMAIL IT TO VENDORS@HIGHLANDGROUP.ORG OR MAIL IT TO 501 S MCKENZIE ST. STE 2 FOLEY, AL 36535.

IF YOU HAVE ANY QUESTIONS REGARDING THE COMPLETION OF THE PRE • QUALIFICATION PACKAGE, YOU MAY EMAIL US AT VENDORS@HIGHLANDGROUP.ORG OR CALL 251.968.9253.

AFTER RECEIVING YOUR COMPLETE QUALIFICATION PACKAGE, WE WILL NOTIFY YOU IF YOUR ORGANIZATION HAS BEEN APPROVED. ONCE APPROVED, WE WILL AUTOMATICALLY ADD YOU TO OUR SUBCONTRACTOR/VENDOR BID LIST ENABLING YOU TO IMMEDIATELY BEGIN RECEIVING REQUESTS FOR PROPOSALS (RFP). PLEASE NOTE: WHILE YOU MAY STILL PROVIDE PROPOSALS/ BIDS FOR WORK; THIS VENDOR PACKAGE AND APPROVAL MUST BE COMPLETED PRIOR TO EXECUTION OF A CONTRACT WITH OUR FIRM, PERFORMING ANY WORK, OR SUPPLYING ANY MATERIALS.



THE HIGHLAND GROUP
— GENERAL CONTRACTOR —

CONTRACTOR'S QUALIFICATION STATEMENT

General Description of Work:

Please answer the following questions in the order listed. Include the questions with your response in the desired format in which you wish to present your information. Email completed package to Vendors@HighlandGroup.org

The Undersigned certifies that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: **The Highland Group, LLC. / Highland Wake Construction, LLC.**

COMPANY NAME	
EMPLOYER IDENTIFICATION NUMBER	
PRIOR EXPERIENCE WITH THE HIGHLAND GROUP/HIGHLAND WAKE (IF YES, PROVIDE YEAR OF LAST PROJECT)	
STREET ADDRESS	
CITY, STATE, ZIP CODE (STREET ADDRESS ONLY)	
POST OFFICE BOX	
CITY, STATE, ZIP CODE (POST OFFICE BOX ONLY)	
PHONE NO	
E-VERIFY NUMBER <i>*required only if a state or federally funded project.</i>	
CONTACT	
EMAIL ADDRESS	
COMPANY WEB ADDRESS	
SUBMITTED BY	
PRINCIPAL OFFICE	

TYPE OF WORK

- ☐ Subcontractor
- ☐ Vendor
- ☐ Manufacturer
- ☐ Consultant
- ☐ Other

TYPE OF COMPANY

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

1. GENERAL INFORMATION

There is no expressed or implied obligation for The Highland Group, LLC to reimburse responding firms for any expenses incurred in preparing qualifications in response to this request.

2. ORGANIZATION

- 2.1 How many years has your organization been in business as a Subcontractor? _____
- 2.2 How many years has your organization been in business under its present business name? _____
 - 2.2.1 Under what other or former names has your organization operated?
 - 1. _____
 - 2. _____
 - 3. _____

3. LICENSING

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

- 1. _____
- 2. _____
- 3. _____

5. EXPERIENCE

- 5.1 List the categories of work that your organization normally self performs:
 - 1. _____
 - 2. _____
 - 3. _____
- 5.2 Claims and Suits.
(If the answer to any of the questions below is yes, please attach details.)
 - 5.2.1 Has your organization ever failed to complete any work awarded to it? _____
 - 5.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____
 - 5.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? _____
- 5.3 Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) _____

5.4 List major construction projects your organization currently has in progress:

PROJECT NAME:	GENERAL CONTRACTOR:	CONTRACT AMOUNT:
OWNER:	GENERAL CONTRACTOR CONTACT:	% COMPLETE:
ARCH:	GENERAL CONTRACTOR PHONE:	SCHEDULED COMPLETION DATE:
PROJECT NAME:	GENERAL CONTRACTOR:	CONTRACT AMOUNT:
OWNER:	GENERAL CONTRACTOR CONTACT:	% COMPLETE:
ARCH:	GENERAL CONTRACTOR PHONE:	SCHEDULED COMPLETION DATE:
PROJECT NAME:	GENERAL CONTRACTOR:	CONTRACT AMOUNT:
OWNER:	GENERAL CONTRACTOR CONTACT:	% COMPLETE:
ARCH:	GENERAL CONTRACTOR PHONE:	SCHEDULED COMPLETION DATE:

5.5 List the major projects your organization has completed in the past five (5) years:

PROJECT NAME:	GENERAL CONTRACTOR:	JOB AMOUNT:
OWNER:	GENERAL CONTRACTOR CONTACT:	DATE OF COMPLETION:
ARCH:	GENERAL CONTRACTOR PHONE:	WORK PERFORMED:
PROJECT NAME:	GENERAL CONTRACTOR:	JOB AMOUNT:
OWNER:	GENERAL CONTRACTOR CONTACT:	DATE OF COMPLETION:
ARCH:	GENERAL CONTRACTOR PHONE:	WORK PERFORMED:
PROJECT NAME:	GENERAL CONTRACTOR:	JOB AMOUNT:
OWNER:	GENERAL CONTRACTOR CONTACT:	DATE OF COMPLETION:
ARCH:	GENERAL CONTRACTOR PHONE:	WORK PERFORMED:

*** Attach any additional projects.**

5.6 List your company's largest contract to date:

Job Name: _____
Value: _____
Date Completed: _____

5.7 Please enter the project value range for the scope of work that your company is interested in pursuing.

5.7.1 Project Size min \$ _____
5.7.2 Project Size max \$ _____

6. REFERENCES

6.1 Trade References:

FIRM:	ADDRESS:	PHONE:
CONTACT:	CITY, STATE, ZIP:	
FIRM:	ADDRESS:	PHONE:
CONTACT:	CITY, STATE, ZIP:	
FIRM:	ADDRESS:	PHONE:
CONTACT:	CITY, STATE, ZIP:	

7. SAFETY

7.1 Regarding your current Safety Program, please answer the following questions. Please provide a copy of your current safety program with this package.

#	QUESTIONS	Yes	No
1.	Has your organization's interstate Experience Modification Factor over the last three years stayed below 1.0?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Has your organization's interstate Experience Modification Factor over the last three years trended downward?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Has your organization's OSHA Recordable Rates been below your industry's average, nationally and on the state level, for the last three years?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Has your organization's OSHA Recordable Rate over the last three years trended downward?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Have more than 25% of your organization's employee-hours been spent in your industry-type?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Do you provide new-hire orientation and daily, weekly, or monthly safety training for employees?	<input type="checkbox"/>	<input type="checkbox"/>
7.	Do you provide new-hire orientation and daily, weekly, or monthly safety training for foremen/supervisors?	<input type="checkbox"/>	<input type="checkbox"/>

8. Do you provide new-hire orientation and daily, weekly, or monthly safety training for management? ☐ ☐
9. Do you conduct daily, weekly, or monthly safety inspections? ☐ ☐
10. Do you keep incident records and do your employees and management know how well the organization is doing? ☐ ☐
11. Do you have a written safety program, and does it address general liability and automobile issues in addition to employee safety and health? ☐ ☐
12. List your Experience Modification Factor for the last 3 years: _____
13. List the OSHA Recordable Rates for the last 3 years: _____
14. List the percentage of employee-hours worked last year in your industry-type: _____
15. What are the major loss sources for your organization and what controls have you implemented to address them? List workers' compensation, auto, and general liability claims against your organization and the controls for each using the outline below.

Loss Sources

Controls

QUESTIONS

16. Does your Safety Program include written procedures and employee training on the following?

Category	There is written procedure	There is training	N/A
Personal protective equipment (PPE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazard assessment process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre-hire background checks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subcontractor audits and a shared space safety plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of insurance (COI) tracking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respiratory protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fall protection, including perimeter and openings guarding and a competent person onsite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ladder safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scaffolding and person-lift safety, including having a competent person onsite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A clear statement that the goal of the safety program is prevention and not just compliance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housekeeping for work areas, walkways, and stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First aid facilities and first aid staff onsite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency preparedness (e.g., for weather or chemical spills)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hazard communication program, including training and labeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trenching, shoring, and excavation safety, including having a competent person onsite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public protection, controlled access, traffic flow, barricades and flagging, and attractive nuisance control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical safety and ground assurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rigging and crane certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confined space entry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Process safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category	There is written procedure	There is training	N/A
Spill prevention, containment, drainage control, and physical protection of tanks and containers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot work permits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre-hire (and random) drug and alcohol screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility location procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Machinery training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Authorization for machinery use program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Machinery preventive maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flammable and combustible material storage and handling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre-demolition hazard assessment (testing for asbestos, lead, cadmium, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety and health plan based on pre-demolition hazard assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blasting controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
An operation start-up safety audit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ISO compliance, including a quality plan to assure that supplied materials are of known and consistent composition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A hold harmless agreement to transfer risk to the contractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secured site access and security in place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlled construction debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sufficient lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication and coordination with local neighbors, police, and fire departments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety committee program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ergonomics and body mechanics training and daily required stretching program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Job safety analyses and safety observations completed for all positions and tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lock-out program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17.	Does your organization use job hazard analyses (JHAs) to communicate hazards and protective measures and to hold people accountable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	Are investigations done for all incidents and near misses and not just for incidents?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Are completed Incident Reports sent to:	
	• President/Owner	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• Vice President/Operations Management	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• Foreman/Superintendent	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	Do the Incident Reports describe, and report results by respective line and department management?	<input type="checkbox"/> Yes <input type="checkbox"/> No
21.	Is there a Behavioral based safety observation program, or at least on-site supervisory observations, in place which include safety coaching?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	How are these safety observations documented?	_____
22.	Are the respective line and department management held accountable with the following methods?	
	• Monthly safety performance evaluations in writing	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• Written disciplinary procedure that references safety performance	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• All levels of employees including upper management are included in the disciplinary process	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• A Safety Incentive Program that includes safety behavior for employees and management	<input type="checkbox"/> Yes <input type="checkbox"/> No
23.	Has anyone ever been held accountable for unsafe behavior using the following methods?	
	• Employee written notice	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• Management written notice	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• Employee termination	<input type="checkbox"/> Yes <input type="checkbox"/> No
	• Management termination	<input type="checkbox"/> Yes <input type="checkbox"/> No

8. PLEASE FURNISH THE FOLLOWING ADDITIONAL INFORMATION:

- 8.1 Proof of General Liability Insurance and Workers Compensation Insurance – See sample attached.
- 8.2 Licenses &/or Certifications for all work you want to perform
- 8.3 Safety Program
- 8.4 E-Verify No. _____ (<https://www.e-verify.gov/>)
- 8.5 W-9
- 8.6 Memorandum of Understanding – Executed
- 8.7 Procurement Acknowledgement of Processes & Procedures

9. SIGNATURE

9.1 Dated at _____ this _____ day of _____, 20__

Name of Organization: _____

By: _____

Title: _____

9.2 Mr./Ms. _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

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

Notary Public: _____

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Agent 123 Main Street Montgomery, AL 36106	CONTACT NAME: Agents Name		
	PHONE (A/C, No, Ext): Agents Phone Number	FAX (A/C, No): Agents Fax Number	
	E-MAIL ADDRESS: Agents Email Address		
INSURED ABC Contractors, LLC 456 Main Street Montgomery, AL 36106	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ABC Insurance Company		123456
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	Policy # must be present	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
A	AUTOMOBILE LIABILITY	Y	Y	Policy # must be present	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$
	DED						RETENTION \$		\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	Y	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
A	Professional Liability		Y	Policy # must be present	1/1/2019	1/1/2020	Per Claim	\$1,000,000	
							Per Aggregate	\$1,000,000	

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

Project: Description of Project and Project number if applicable

Highland Wake Construction, LLC its subsidiaries, affiliates, directors, officers, and employees are additional insureds on a primary and non-contributory basis as required by written contract subject to the full policy terms and conditions

A Waiver of Subrogation is in favor of Highland Wake Construction, LLC its subsidiaries, affiliates, directors, officers, and employees as required by written contract subject to the full policy terms and conditions

30 Day Notice of Cancellation clause is included in the above policies, except 10 days for cancellation due to non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Highland Wake Construction, LLC 501 South McKenzie Street, Suite 2 Foley, AL 36535	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Agents Signature

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HIGHLAND WAKE CONSTRUCTION, LLC
MEMORANDUM OF UNDERSTANDING

Highland Wake Construction, LLC (“Highland Wake”) strives daily to maintain high standards of workmanship, safety and professionalism, and exceed client expectations on its construction projects. We realize that a subcontractor is a reflection of the contractor, and therefore our culture and expectations must be clearly communicated before a contract is signed. In doing so, we hope to build strong relationships with subcontractors who share our values, and to foster relationships of trust, to our mutual benefit. In order to continue to provide a high level of service and quality, and to enhance the opportunity to build a lasting relationship with its subcontractors, Highland Wake sets forth the following expectations of its subcontractors. These are in addition to all terms and conditions set forth in the contract between Highland Wake and subcontractor and are not intended to replace or limit any requirements by contract, law or standard industry practice. In the event of any conflict between this Memorandum of Understanding and the contract between subcontractor and Highland Wake, the contract shall govern. Subcontractor should ensure that its bid allows for any expense necessary to comply with these guidelines.

1. **QUALITY OF WORK/PERFORMING AS SCHEDULED:** Highland Wake takes pride in timely performance of its contracts with owners. Therefore, subcontractor is expected to meet its contractual obligations in a timely fashion and ensure that the quality of its work meets or exceeds industry standards. **Subcontractors must perform their work on schedule and within budget.** Even small delays can cause an entire project to be off schedule. Study plans, specifications and product selections carefully before the job starts. If something is unclear, contact our office for an answer. Keep a set of plans, specifications and product selections on the job site at all times. We are committed to providing the notice you need to plan your work effectively. If a job status is uncertain to you or you have questions about it, call our office.

Clear Communication will be a skill you need to continue our working relationship. We promise prompt return calls and require the same from you; no exceptions. Also, if you tell us you will be on a job site on a certain date or time, we expect that to happen. If you find the situation has changed on your end, we need to know as soon as you do. This is critical in shifting our schedule.

2. **INVOICING AND PAYMENT SCHEDULE:** Payments to subcontractor are governed by the terms and conditions of the Subcontract between Highland Wake and subcontractor. Any modifications to the Subcontract regarding invoicing and payment must be in writing and signed by both Highland Wake and subcontractor. Prior to start-up, all quotations must be agreed upon, confirmed and accepted. Payment will be made only in accordance with the Subcontract and terms outlined in this agreement and in any attached addendums. **We understand the need for prompt payment and will do everything possible to expedite payments.** Draw schedules outlined on your estimates\work orders are very helpful. This way we can predict the flow of cash required for that particular job. We ask that you submit a payment request or bill for the amount due upon completion of the relevant piece of work. Typically, draw amounts should be tied to progress on the job. We have the right to withhold ten percent (10%) of any payment as “retainage”. Invoices should be turned in to us two weeks before payment is scheduled. Please note that subcontractor payments will be based on our job payment schedule. Each draw request shall include a lien waiver conditioned on payment. Required license, insurance certificates permit and other pertinent documentation must be current and up to date prior to invoicing or payments issued. Also, please note: **Final invoices on a project must be received within ten (10) days of project completion** so that Highland Wake can submit a Final Payment Application to owner. Any application submitted by subcontractor after Highland Wake has submitted its Final Pay Application to owner will not be paid. Additionally, subcontractor is expected to maintain complete, accurate and legible records of the transactions relevant to its subcontract with Highland Wake.

3. **CHANGE ORDERS:** We strive to keep these to a minimum, as the clients do not like getting them from us and we do not like receiving them from you. If a change order is merited, we need to be notified as soon as you know about it. The additional work is **not** to be done until we accept the change order **in writing**. Any change order should contain a description of the additional work to be done, as well as the price agreed to. If it is impossible to set a price, a “not to exceed” price should be assigned to the work. Any deviations to the original estimate\work order must be handled in this fashion or payment cannot be made.

4. **DELAY:** If subcontractor fails to begin work or is idle, Highland Wake may, at its option, have work completed by others and the expense shall be deducted from the amount owed to the subcontractor or back charged to subcontractor, unless subcontractor gets approval from Highland Wake. Highland Wake may also, at its option, charge the subcontractor per day for each day the job sits idle with no activity. This amount will be deducted from any monies owed the subcontractor.

5. **CALL-BACKS:** Subcontractor agrees to address call-backs in a timely fashion. Highland Wake will contact subcontractor twice with punch-list items to be corrected, after which Highland Wake will correct the punch-list items and deduct cost of this work from payments to the subcontractor. In the event the subcontractor has been paid in full, Highland Wake will invoice for the cost of this corrective work and payment will be due within 30 days.

6. **WARRANTY WORK:** Subcontractor shall warrant its work to Highland Wake and/or owner. Additionally, Subcontractor or supplier shall furnish to Highland Wake copies of all specifications, installation instructions, and warranty information for materials included in their bids on each job. No substitutions shall be allowed without written prior approval, and Subcontractor shall remove and replace non-compliant items at their expense, including payment to Highland Wake for schedule delays in the amount of \$100 per day.

7. **SAFETY AND OSHA:** Subcontractor is obligated to comply with all federal, state and local safety requirements, any site-specific or owner-imposed safety programs or requirements. Additionally, Subcontractor shall protect and be responsible for each of its employees. Subcontractor is tasked with ensuring all reasonable safety measures are taken on the site, including, but not limited to the following:

- Provide the necessary tools and equipment, including personal protective equipment.
- Assure that the equipment is protective equipment.
- Assure that the equipment is properly maintained and suitable for safely accomplishing the task, according to the contract.
- Maintain all equipment and tools in safe operating condition.
- Keep the work area free from safety and health hazards and maintain good housekeeping standards.
- Conduct periodic safety audits of its operations. This should include continuous housekeeping and safety reviews of the work area.

OSHA can assess huge fines— any fines resulting from subcontractor’s negligence must be promptly paid for by the subcontractor.

8. **LICENSING AND INSURANCE:** Subcontractor is responsible for maintaining the general liability insurance and workers compensation insurance as required by the subcontract and by law. Proof of such insurance, naming Highland Wake as an additional insured, must be submitted to Highland Wake before commencement of any work by subcontractor.

9. **REQUESTS FOR ADDITIONAL WORK FROM THE OWNER TO WORK DIRECTLY WITH YOU:** Subcontractor must notify Highland Wake of any additional work requested by owner. Subcontractor must not do work for the owner without the written permission of the appropriate representative of Highland Wake.

10. **ACCESS TO THE SITE; PROHIBITION OF ANYONE NOT EMPLOYED BY SUBCONTRACTOR:** No one is allowed on the job site that is not an employee of the subcontractor.

11. **TRASH AND CLEAN-UP:** Highland Wake expects a safe and clean jobsite to be maintained at all times. Subcontractor is to dedicate effort at the end of each workday and between major operations as required to leave premises broom clean, with all excess material neatly stacked in garage or where directed by the construction manager. Waste material, boxes, and other debris are to be placed as directed by the construction manager. Sawdust, scrap, spoils, and garbage will not be tolerated anywhere on the interior or exterior of the property other than in designated areas. Subcontractor is also responsible for keeping any debris generated from their operations away from adjoining properties. Jobsites not meeting this standard shall be cleaned and protected by Highland Wake, and the cost of same back-charged to the subcontractor at the hourly rate of \$75.00/hour.

12. **NEIGHBORS:** Subcontractors and their representatives should make every effort to maintain good relationships with neighbors. Should a dispute occur, the subcontractor shall offer no resistance or response, but will rather notify Highland Wake of the situation.

13. **SIGNAGE:** Subcontractors, nor their vendors, shall place any signage, whether temporary or fixed, on project sites, surrounding areas, or other locations deemed inappropriate by Highland Wake. Signage on company vehicles, equipment, trailers, etc. is permissible, but limitations to the placement of these assets while on site may be limited at the sole discretion of Highland Wake.

14. **BEHAVIOR WHEN ON THE JOB SITE:** Highland Wake maintains a Code of Conduct on the site, as follows:

- Perform the work with consistent quality.
- Be reliable.
- Come to the job site every day with a positive and professional attitude.
- Be flexible and willing to be managed.
- Make jobsite safety the highest priority.
- Work well with other subs on site and lend a hand whenever needed.
- Keep timely and accurate daily work records.
- Provide timely, accurate billing to Highland Wake for prompt payment.

Additionally, the following are prohibited on the work site:

- Obscenity, profane, abusive language, and harassment (including sexual) are absolutely prohibited. There will be no exceptions.
- Bringing alcoholic beverages and/or drugs on the site.
- Being intoxicated, alcohol consumption on the job or under the influence of drugs while on-site.
- Possession of firearms or ammunition.
- Stealing from the site.
- Gambling.
- Intentionally disrupting operations.

- Disobeying a manager's direct instructions.
- Smoking in areas other than those designated for smoking.
- Failing to follow any safety instructions.
- Failure to follow fall protection/scaffolding requirements.
- Disruptive conduct, including running, fighting, or horseplay, that creates a safety hazard or disrupts operations.
- Operation of vehicles or machinery in an unsafe manner.
- Anything that may endanger site employees/product/ property.

Highland Wake requires that all employees of subcontractors be given a copy of the above Code of Conduct. Subcontractor is responsible for its employees' conduct and adherence to these terms.

14. **COMMUNICATION AND ACCESSIBILITY:** As a general rule, the subcontractor is responsible for the health and safety of its employees. However, there shall be continuing communication between Highland Wake and any subcontractor operating on the site with respect to the above-stated guidelines. A representative shall be designated by the subcontractor to maintain liaison with Highland Wake for this purpose.

PLEASE NOTE THAT CHRONIC VIOLATION OF THESE EXPECTATIONS MAY PROVIDE A BASIS FOR CANCELLATION OF THE SUBCONTRACT.

Subcontractor Signature Date

Witness Signature Date

Subcontractor - Print Name

Witness – Print Name

(to be distributed to subcontractor's employees)

CODE OF CONDUCT

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Procurement – Policies & Procedures for Sub-Contractors & Vendors

Company: _____ Contact _____
Address: _____ Phone: _____
Email: _____ FEIN: _____ E-Verify: _____

As a condition of approval your organization must agree to the following policies and procedures. These procedural requirements must be adhered to for pay applications and invoices of sub-contractors and vendors to be processed in a timely manner. Please make sure to read this document and inform the appropriate personnel within your company of these requirements. Should you have any questions please contact our office at 251.968.9253.

As a Sub-Contractor, I agree to submit all pay applications on an American Institute of Architects – AIA G702 & G703 Application for Payment, Certificate, and Continuation Forms.

I understand it is mandatory and I agree to submit all invoices or pay applications for payment processing via email to AccountsPayable@HighlandGroup.org. This is an automated email therefore do not send any other correspondence to this email address as we will be unable to respond.

I understand it is mandatory and I agree to submit my application for payment prior to the 25th of each month for any work performed during a given month to be included on that given month's pay application from Highland Wake Construction, LLC. /Highland Group, LLC. to Owner. Any pay requests or invoices not received by the 25th of that month will be placed on the following month's pay application from Highland Wake Construction, LLC. /Highland Group, LLC. to owner.

I agree to submit the appropriate lien releases for my organization, and any sub-subcontract labor, material suppliers, and/or other vendors for whom work is provided to the project on behalf of my organization in advance of receiving payment.

I understand that all payments are made via check, wire transfer, or debit/credit card payment and are only issued to the company name provided on the W-9 Form. Payments are not available for pick up in any office location, NO EXCEPTIONS

By my signature, I understand and agree that the company I represent will adhere to the procurement policies and procedures and further understand that failure to follow the procedural requirements identified herein may prohibit timely processing of an invoice or pay application and thus could delay payment

Company Representative Signature

Date

Company Representative – Print Name