



# WEAVERCOOKE

## PREQUALIFICATION APPLICATION

### I General Information

**Please make sure you attach your signed & dated W-9 form.**

Business Name / DBA \_\_\_\_\_ Date \_\_\_\_\_

If initiated by Weaver Cooke associate, please provide associate's name: \_\_\_\_\_

Business type:  sole proprietorship  partnership  corporation  joint-venture  union

Primary Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_  
*(Street Address Only — No P.O. Box) City, State, Zip*

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Website \_\_\_\_\_

Contractor License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Years in Business \_\_\_\_\_ Number of Employees \_\_\_\_\_

Is your company MWBE certified in another state? Please check all that apply. \_\_\_\_\_ →  
 Hispanic  Asian American  
 Disabled  American Indian  
 Black  Section 3 (HUD)  
 N/A  Women-Owned  
 Disadvantaged

If not currently certified, are you eligible for MWBE certification  yes  no

Is your company NC HUB certified? Please check all that apply.

(If certified, attach certificate)

MBE  WBE  Alabama  Georgia  South Carolina  Tennessee  Virginia  Other \_\_\_\_\_

Is your company familiar with NCHFA QAP requirements?  yes  no

Has your company worked on HUD financed project?  yes  no

Is your company able to comply with Davis bacon certified payroll requirements (as required)?  yes  no

Does your company use 2nd and/or 3rd tier contractors?  yes  no

### II Your Work

Which regions do you work in:

- NC - Statewide  NC - Asheville  AL  TN
- NC - Triad area  NC - Charlotte  GA  VA
- NC - Research Triangle  NC - Greenville  SC

Types of work:

- Senior Living  Student Housing  Multi-Family  Hospitality  Rehab  Historic Renovation
- Other \_\_\_\_\_

**Trades of work: check all that apply and list specifics under other (if needed) to ensure an accurate match for upcoming projects.**

- |   |   |
|---|---|
| <input type="checkbox"/> general requirements | <input type="checkbox"/> doors & hardware     |
| <input type="checkbox"/> sitework             | <input type="checkbox"/> windows,             |
| <input type="checkbox"/> deep foundations     | <input type="checkbox"/> storefront           |
| <input type="checkbox"/> demo/abatement       | <input type="checkbox"/> finishes             |
| <input type="checkbox"/> landscaping          | <input type="checkbox"/> flooring             |
| <input type="checkbox"/> concrete             | <input type="checkbox"/> drywall              |
| <input type="checkbox"/> gypcrete             | <input type="checkbox"/> paint                |
| <input type="checkbox"/> masonry              | <input type="checkbox"/> specialties          |
| <input type="checkbox"/> metals               | <input type="checkbox"/> equipment            |
| <input type="checkbox"/> misc. metals         | <input type="checkbox"/> furnishings          |
| <input type="checkbox"/> wood & plastics      | <input type="checkbox"/> special construction |
| <input type="checkbox"/> wood framing         | <input type="checkbox"/> fire suppression     |
| <input type="checkbox"/> cabinets/countertops | <input type="checkbox"/> conveying systems    |
| <input type="checkbox"/> roofing              | <input type="checkbox"/> HVAC                 |
| <input type="checkbox"/> siding               | <input type="checkbox"/> plumbing             |
| <input type="checkbox"/> insulation           | <input type="checkbox"/> fire protection      |
| <input type="checkbox"/> waterproofing        | <input type="checkbox"/> electrical           |
| <input type="checkbox"/> firestopping         |   |
| <input type="checkbox"/> other _____          |   |

### III Employee Information

	Name	Phone	E-mail address
<b>President</b>			
<b>CFO</b>			
<b>Chief Estimator</b>			
<b>Solicitation Contact</b>			
<b>Accounting Contact</b>			

Current # of Employees	Permanent	Part-time	Temporary	Contract
Field Supervisors				
Field Workers				
Other				
Total				

### IV Work History

Largest project completed in the past 3 years: \_\_\_\_\_ Average contract size: \_\_\_\_\_

Have you worked on any Weaver Cooke Construction projects in the past (If **yes**, please list the names of the projects):

Is your company familiar with Lean Construction?  yes  no (See Exhibit A attached.)

**Please list your previous and current projects and include an additional page if necessary.**

Project name:	Location:	General Contractor:	Contact name/phone #:	Contract amount:	Completion date:	Bonded: yes/no

**Please list at least 3 suppliers:**

Name of the supplier:	Contact name & email:	Phone number:

## V Insurance Requirements

*(Insurance Company, Agent's Name & Phone Number)*

**Please attach a Certificate of Insurance verification form.**

**Insurance Requirements:**

General Liability: \$1,000,000 Combined Single Limit  
 \$2,000,000 Products and Completed Operations Aggregate  
 \$2,000,000 General Aggregate Limit  
 Worker's Compensation: \$500,000 Statutory, required regardless of number of employees  
 Umbrella: \$5,000,000 Each Occurrence and Aggregate  
 Automobile Liability: \$1,000,000 Combined Single Limit  
 Professional Liability/Errors & Omissions: \$1,000,000 required on any contract providing design services  
 Contractor Pollution Liability: please refer to page 9 of this application for the coverage required

Do you currently carry the required insurance as noted above?  yes  no  
 If no, can you obtain the coverage including the required endorsements?  yes  no

Are all of your employees and company officers covered under your insurance policies including Workers' Compensation? \_\_\_\_\_

**Your company will be required to provide a Blanket Certificate of Insurance naming the Owner, the Architect, and Weaver Cooke Construction as Additional Insured. The certificate will be required prior to beginning work on the job and before payment will be made to the trade contractor. (See Exhibit B Insurance Requirements attached.)**

**Please initial to indicate that you've read and acknowledged the information above.** \_\_\_\_\_

## VI Safety Requirements

**All trade contractors must have a current EMR less than or equal to 1.0 to qualify for Weaver Cooke's Preferred Bid List. Should your EMR exceed 1.0, the contractor must demonstrate and document that it has or will initiate programs, policies and attitudes that will result in a safety conscious performance in order to be included on Weaver Cooke's Approved Contractor List. In this case, it is the sole discretion of Weaver Cooke to approve or disapprove a trade contractor. An approved, company safety program is required prior to beginning work and before payment is made.**

**Please initial to indicate that you've read and acknowledged the information above** \_\_\_\_\_

Experience Modification Rate: \_\_\_\_\_

How many OSHA violation(s) has your Company received in the last three years?

Year \_\_\_\_\_ # of Violations \_\_\_\_\_      Year \_\_\_\_\_ # of Violations \_\_\_\_\_      Year \_\_\_\_\_ # of Violations \_\_\_\_\_

Please give a brief description of the violations and attach a complete listing of your Company's OSHA citation history:

Any Employee Deaths in the last three years? \_\_\_\_\_

If **yes**, please explain: \_\_\_\_\_

Does your company have a qualified person responsible for safety? \_\_\_\_\_

Does this person do safety inspections on all of your projects? \_\_\_\_\_

Does your company have a written Safety Program? \_\_\_\_\_

*(See Exhibit C Safety Program Requirements attached.)*

If **yes**, please attach Safety Program.

Does your company provide safety training for all employees? \_\_\_\_\_

If **yes**, please explain training provided: \_\_\_\_\_

Does your company have a substance abuse policy? \_\_\_\_\_

Does your company have a sexual harassment policy? \_\_\_\_\_

If **yes**, when is the substance abuse policy implemented? (check all that apply):

- Pre-Hire/Initial Employment       Cause       Post-Accident/Incident       Random       Periodic

**Please note that Weaver Cooke will require at least one full-time on-site person that completed 30-Hour OSHA training.**

List all supervisory employees who have completed an OSHA 30 Hour Training Program:

Employee Name	Date of OSHA Certification

## VII Financial Information

Please attach a copy of your latest year-end reviewed or audited financial statement — **Your financial statement is strictly for Weaver Cooke's Purchasing Department use and will be treated confidentially. Send your financial information directly to CFO, Margaret Penn at [mpenn@weavercooke.com](mailto:mpenn@weavercooke.com), or request an appointment to review in person. A Non-Disclosure Agreement is attached for your use, if applicable.**

**Can your company provide a performance & payment bond?** \_\_\_\_\_  
If **yes**, please provide a dated letter from your surety agent/bonding company including single and aggregate bonding limits, available capacity and AM Best rating.

Please provide information about your capacity to be bonded:

\_\_\_\_\_  
(Bond Company, Agent's Name, Address and Phone Number)

Bond Capacity: Per Job \$ \_\_\_\_\_ Aggregate \_\_\_\_\_

Date of Last Bond \_\_\_\_\_ Amount \_\_\_\_\_ Bond Rate \_\_\_\_\_

Average annual revenue (past 3 years): \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ Bank

Address \_\_\_\_\_

Bank Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

## VIII Legal Status

Is your company or anyone employed by the company currently involved in any litigation, mediation, arbitration or prosecution arising from your company's active or previous projects? If **yes**, please explain:

\_\_\_\_\_

In the past 3 years, has your company been terminated for cause or failed to complete a construction contract awarded to it? If **yes**, please explain: \_\_\_\_\_

\_\_\_\_\_

Has your company filed for bankruptcy or had any company reorganization within the last five years?

If **yes**, please explain: \_\_\_\_\_

\_\_\_\_\_

**The above information is correct to the best of my knowledge and I understand that falsification of any of the above information could result in the nullification of my contract with Weaver Cooke Construction, LLC.**

Date \_\_\_\_\_ Certifying Officer Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

**Exhibit A– Lean Construction Last Planner® System of Production Control & Continuous Flow Process**

**Last Planner System of Production Control**

The Last Planner System of Production Control or LPS is an important component of lean construction and the one that has been widely implemented. The LPS was developed to produce predictable workflow and rapid learning. This produces maximum value to the Owner and Contractors by eliminating waste caused by unpredictable workflow. Its use has enabled contractors to reduce the delivery time of the project and at the same time allowed specialty contractors to improve utilization of their resources.

The LPS requires team members to make and keep commitments based on their confidence that prerequisite work, design information, materials, labor and equipment will be ready so they can start and complete installations to meet Master Schedule milestones. Specialty contractor supervisors are required to plan together with other trades in building a “Phase Schedule” for each major phase of work on the project in which they will be participating. In the Phase Planning Meeting, specialty Trade Contractor supervisors’ structure the flow of work and design the network of commitments by identifying hand-offs between trades. Each onsite supervisor is considered a “Last Planner” in the LPS, and is required to plan their activities six weeks ahead in a “Lookahead Schedule” and to identify crew assignments for the current and next week in a “Weekly Work Plan”. **Last Planners are asked to commit to performing work that they know can be made ready for their crews and to refuse to assign work they are not confident can be started and/or completed because it is not ready.** It is this cycle of planning and commitment coupled with learning from seeing the results which creates reliable workflow. In schematic fashion, LPS can be represented as shown below:



As displayed in the above diagram, the LPS is based on milestones from the Master Schedule which are used to identify phases. The effort to determine work flow in the Phase Schedule takes place in a Phase Planning Session involving the Last Planners and in most cases the Owner and designers. When this work flow plan is converted to a Gantt chart or CPM type schedule and reformatted/filtered to represent the next six week’s work, it becomes known as the Lookahead Schedule and is the basis of planning and constraint identification. It also identifies those activities that must be included in the Weekly Work Plan (WWP) - the commitment list for the work force. Typically, the Lookahead Schedule is developed on the project scheduling system (MS Project, Suretrack, Primavera P5 or 6, etc.) and the WWP is based on an Excel spread sheet.

An important part of the LPS is the monitoring and reporting of the team’s success in meeting their commitments and the learning developed when the failures are discussed and improvement strategies put in place.

Use of the LPS requires certain, specific behavior and actions on the part of specialty Trade Contractor which are described as follows:

- Onsite Trade Contractor (TC) supervisor or foreman must know and understand the latest information about the status of contract issues, submittals and shop drawings, material and equipment deliveries, RFI's and changes orders, safety training, labor, and construction equipment availability.
- Onsite TC supervisor has the ability to plan work for his organization and authority to make commitments to the project in order to execute that plan.
- Onsite TC supervisor and/or his foremen will participate in Phase Planning Sessions that his company is involved in – typically slab on grade, foundations, steel erection, exteriors, etc.
- Onsite TC supervisor and/or his foremen will prepare and submit Weekly Work Plans as agreed by the project team.
- Onsite TC supervisor and/or his foremen will report and track task completions.
- Onsite TC supervisor and/or his foremen will attend and fully participate in Weekly Work Planning meetings (typically less than an hour) and Daily Shift Startup Meetings (typically less than 15 minutes, sometime during the day as chosen by the team – not necessarily at startup).

### **Continuous Flow Process**

Continuous Flow Process (CFP) is a type of production line through which work is advanced from dwelling unit to dwelling unit on a first-in-first-out basis. CFP balances processing rates of the different dwelling units so that all crews and equipment can perform productive work with few interruptions.

Completing work in small chunks is a key component of CFP. Each trade contractor is involved in one production task (or operation) on an area of work at a time. Once that trade contractor's tasks or operations are complete, the area is worked on by a subsequent trade contractor performing one task at a time, and so forth.

Another key component is identifying the batch size (number of dwelling units) that a trade contractor will be expected to complete each day. For example, if a batch size is four dwelling units and the task is hanging drywall, the trade contractor is expected to hang sheet rock in all four units in one day. The next day the same trade contractor will be hanging sheetrock in another four units, and so on, and so on. Adjustment, up or down, in manpower is critical to accomplish each task in one day.

To implement CFP, the project team must work together to define a strategy for moving through a building, recognizing that work content may vary from one location to the next. The team will perform the following steps:

- Create a project breakdown by area and component types. (example on following page)
- Select equipment and methods, then identify which equipment and methods will be shared.
- Size the crew to match the actual circumstances.
- Continually refine the methods' design with actual crew while considering site constraints.

End Exhibit A

## EXHIBIT B – Minimum Insurance Requirements

### **NOTICE TO TRADE CONTRACTOR**

Please send this document to your Insurance Agent and ask that they forward a certificate and the policy endorsement to Weaver Cooke Construction, LLC prior to starting any work under this Trade Agreement. The Trade Contractor shall maintain all coverage required under this Agreement at the Trade Contractor's sole expense. In the event Trade Contractor fails to obtain or maintain coverage as required, the Contractor may purchase such coverage and charge the expense thereof to the Trade Contractor or may terminate this Trade Agreement.

***Additional Insured Endorsement required: "The Owner; Architect and Weaver Cooke Construction, LLC, including their agents, directors, and employees, are named as Additional Insureds under the Commercial Liability, Umbrella Liability, and Contractor's Pollution Liability policies on a primary and non-contributory basis for both ongoing and completed operations as required by the Trade Agreement, and on a primary and non-contributory basis under the Automobile Liability policy as required by the Trade Agreement." (Attach a copy of Additional Insured Form or indicate Form Numbers CG20 33 (04/13), CG20 37 (04/13) and CG20 10 (04/13).)\*\*\****

### Commercial General Liability (CGL)

- a) Limits of Insurance of not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
- b) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply, separately, to each project.
- c) CGL coverage shall be written on ISO Occurrence form CG 00 01 (04/13) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and "Explosion," "Collapse," and "Underground" (XCU) coverage if the Trade Contractor's Work involves such hazards.
- d) General Contractor, Owner, and all other parties required of the General Contractor, shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsements CG 20 33 (04/13), CG 20 37 (04/13), and CG 20 10 (04/13) or an endorsement providing equivalent coverage to the additional insured. Additional insured endorsements, whether specific, blanket, or contained within the insurance carrier's coverage form must not exclude liability of an additional insured arising from the products-completed operations of the Trade Contractor, nor cease to provide coverage for an additional insured when the Trade Contractor's operations for Weaver Cooke Construction, LLC have been completed. If such a form is used, it must be accompanied by Additional Insured Endorsement CG 20 37 (04/13) or an equivalent form specifically providing products-completed operations coverage to the additional insured parties. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Trade Contractor. It shall apply as Primary and Non-Contributory Insurance before any other insurance or self-insurance, including any deductible maintained by or provided to the additional insured.
- e) Trade Contractor shall maintain CGL coverage for itself and all named as additional insured for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured in effect for the duration of the statute of repose for the state in which the Project is located ((i.e. for any action in NC arising out of the defective or unsafe condition of an improvement to real property, within six years after the last act or omission giving rise to the claim or substantial completion per N.C. Gen. Stat § 1-50(5)).

### **Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 per each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c) General Contractor, Owner, and all other parties required of the General Contractor, shall be included as additional insureds on the auto policy.
- d) Coverage shall be Primary and Non-Contributory.

### **Commercial Umbrella / Excess Liability**

- a) Umbrella Liability Insurance with limits of liability of \$5,000,000 per occurrence and \$5,000,000 aggregate shall be provided.
- b) Umbrella Liability Insurance may be used to satisfy the required limits of liability under the CGL, Automobile Liability and Employer's Liability sections of these requirements.
- c) Umbrella Liability shall be shown to be at least as broad as the primary underlying policies.
- d) Umbrella coverage must include as additional insured all entities that are additional insured on the CGL and Auto Liability.
- e) Umbrella coverage for such additional insured shall apply as Primary and Non-Contributory before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability coverages maintained by the Trade Contractor.

Weaver Cooke Construction, LLC  
8401 Key Boulevard  
Greensboro, NC 27409  
336-378-7900/fax 336-378-7901  
NC GC License #37975

**Workers' Compensation and Employer's Liability**

- a) Coverage B (Employers Liability Insurance) limits of at least \$500,000 per each accident, at least \$500,000 per each employee for injury by disease, and at least \$500,000 policy limit for disease, and statutory Coverage A benefits for the state in which the Project is located.
- b) Where applicable, the U.S. Longshore and Harborworkers' Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

**Contractor's Pollution Liability**

- a) Limited Contractor's Pollution Liability Insurance with limits of liability of \$500,000 per occurrence shall be provided by all Trade Contractors and Vendors except as denoted in the following Item b.
- b) Contractor's Pollution Liability Insurance with limits of liability of \$1,000,000 per occurrence shall be provided by all Trade Contractors performing or providing roofing, insulation, EIFS, and heating, ventilation, and air conditioning work. Such Contractor's Pollution Liability Insurance shall provide comprehensive coverage including coverage for mold, asbestos, silica, and lead.
- c) Where applicable, the Pollution Coverage Endorsement of the Limited Contractor's Pollution Liability Insurance shall be attached to the policy.

**Professional Liability/Errors and Omissions Coverage**

- a) Professional Liability/Errors and Omissions Insurance with limits of liability of \$1,000,000 per occurrence shall be provided by all Trade Contractors and Vendors providing Design Services.

**Waiver of Subrogation**

Trade Contractor waives all rights against the Project Owner and Weaver Cooke Construction, LLC, their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, workers' compensation, employer's liability, contractor's pollution liability, and professional liability/errors and omissions insurance maintained per requirements stated above.

**Cancellation**

For each policy listed above and issued in the name of the Trade Contractor, Weaver Cooke Construction, LLC must be given written notice at least 30 days prior to cancellation of the policy except when such cancellation is due to non-payment of premium.

**Certificates of Insurance**

**Certificates of Insurance** acceptable to Weaver Cooke Construction, LLC shall be filed with Weaver Cooke Construction, LLC prior to the commencement of the Trade Contractor's Work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Trade Contractor's CGL, Automobile, and Commercial Umbrella Liability policies. All insurance carriers of the Trade Contractor shall be rated "A-VII" or better by A. M. Best Reports or approved by Contractor.

**Residential**

As applicable, there shall be no residential exclusions excluding general liability and/or umbrella liability coverage in the State of Operations. As applicable, there shall be no residential exclusion endorsements excluding general liability and/or umbrella liability coverage for the contract work being performed.

*\*\*\* Willis Towers Watson does not provide legal advice. In the course of providing insurance services to its clients, however, Willis Towers Watson may review portions of contracts between its clients and third parties relating to insurance requirements and advise on such insurance requirements. This is not legal advice and neither this, nor any other services Willis Towers Watson provides, should be taken as or considered legal advice. Willis Towers Watson recommends that its clients contact an attorney to review any contracts entered into with third parties. \*\*\**

**EXHIBIT C**

**Trade Contractor Safety Program Requirements  
for Weaver Cooke Construction, LLC**

1. Injury Free Environment Program
2. Employee Responsibilities & Accountability
3. Safety Regulations
  - OSHA 300 logs for the past 3 years
  - Designated Safety Representative
  - Monitoring Safety Performance
    - \* Daily Safety Checklist Form
    - \* Daily Equipment Checklist Form
  - Notification of Unsafe Work Practices/Conditions
  - Nonconformance to Health & Safety Regulations
  - Disciplinary Action Program
    - \* Notice of Safety Nonconformance
4. Employee Training / Orientation
  - OSHA required specialized training
  - Training Matrix
  - Site Specific Safety Orientation
5. Notice of Injury / Illness
  - Incident Investigation
    - \* Injury / Accident Investigation Form
6. General Safety Rules & Regulations
7. Pre-Task Safety Planning
  - Pre-Task Safety Matrix
8. Emergency Action Plan
  - Site Specific Emergency Program
  - Medical Emergency
    - \* First Aid Log
    - \* Blood Borne Pathogen Program
    - \* Fire Evacuation Emergency

## EXHIBIT C

- Severe Weather Emergency
  - \* Severe Weather Outline

### 9. Hazard Communication Program

- Written Haz-Com Program
- (M)SDS Sheets for all chemicals being used on the jobsite

**\*\*The following requirements (listed in #10 and #11) will vary based on each Trade Contractor's Scope of Work\*\***

### 10. Specific Training Practices

- |                                 |                                  |
|---------------------------------|----------------------------------|
| * Personal Protective Equipment | * Temporary Barricades / Signage |
| * Respiratory Protection        | * Housekeeping                   |
| * Fire Protection               | * Electrical                     |
| * Fire Prevention               | * Equipment / Vehicles           |
| * Fall Protection               | * Cranes                         |
| * Ladders                       | * Demolition                     |
| * Scaffolds                     | * Hand / Power Tools             |
| * Confined Space                | * Silica                         |

### 11. Misc. Forms

- |                            |  |
|----------------------------|--|
| * Daily Activity Log       | * Competent Person Log                 |
| * Daily Crane Inspection   | * Fall Protection Program              |
| * Monthly Crane Inspection | * Rigging / Signal Qualification Sheet |
| * Confined Space Permit    | * Respiratory Protection Plan          |
| * Hot Work Permit          |  |

If there are any questions regarding Weaver Cooke's requirements, please contact the Safety Director, Dickie Black, at [dblack@weavercooke.com](mailto:dblack@weavercooke.com) or 336-669-4007 for assistance.

Thank you, in advance, for your cooperation.

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into by and between **WEAVER COOKE CONSTRUCTION, LLC** ("Weaver Cooke") and \_\_\_\_\_ ("Applicant"), and establishes the terms and conditions of a planned disclosure by Applicant of confidential financial information to Weaver Cooke for the purpose of prequalifying Applicant to perform as a trade contractor on Weaver Cooke projects.

1. The confidential information of Applicant which is subject to this Agreement includes financial information of Applicant; such as audited financial statements, balance sheets, income statement and statement of cash flow (all collectively referred to as "Confidential Information") submitted to Weaver Cooke in Applicant's response to a request from Weaver Cooke that Applicant complete and submit a trade contractor prequalification statement to Weaver Cooke.

2. Weaver Cooke agrees that all Confidential Information supplied by Applicant will be accepted in confidence and maintained in confidence and shall not, without the prior consent of Applicant, be disclosed to others.

3. Weaver Cooke agrees that it will not reveal the Confidential Information obtained from Applicant to others, except internally to the extent that it is necessary to disclose such information to its representatives and employees having a need to know such information for the sole purpose of evaluating the Applicant's ability to perform. Weaver Cooke further agrees that all such representatives and employees shall be informed by Weaver Cooke of the confidential nature of such information and shall agree to respect the confidential nature of the information prior to receiving such information. No other use or disclosure of Applicant's Confidential Information shall be made by Weaver Cooke without the Applicant's approval.

4. Only financial information clearly marked as "CONFIDENTIAL" and submitted directly to Weaver Cooke's CFO, Margaret Penn, either electronically or in paper copy, at the following address and accompanied by a copy of this Non-Disclosure Agreement with the Applicant's name inserted in paragraph 1 above and in the signature block below, shall be subject to the terms of this Agreement:

- a. Electronically: [mpenn@weavercooke.com](mailto:mpenn@weavercooke.com)
- b. Paper copy: Weaver Cooke Construction, LLC  
P.O. Box 26030  
Greensboro, NC 27420-6030  
Attention: Margaret Penn (CONFIDENTIAL)

5. All reasonable precautions shall be taken by Weaver Cooke to insure compliance with the terms and conditions of this Agreement.

### AGREED AND ACCEPTED

#### WEAVER COOKE CONSTRUCTION, LLC

By: Margaret Penn

Name: Margaret Penn

Title: CFO

Date: 8/3/21

\_\_\_\_\_  
APPLICANT

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_