



# WEAVERCOOKE

## PREQUALIFICATION APPLICATION

### I General Information

Business Name \_\_\_\_\_ Date \_\_\_\_\_

Is this qualification application: a general qualification request  project-specific  renewal

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

Legal and (dba) trade name of your company (if applicable): \_\_\_\_\_

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 \_\_\_\_\_

Which states are you licensed to work in: \_\_\_\_\_

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

Is your company certified as MBE, WBE, DBE, Section 3 Certified? \_\_\_\_\_  
(List all that apply and attach certification.)

Is your company familiar with NCHFA QAP requirements? \_\_\_\_\_

Has your company worked on HUD financed projects? \_\_\_\_\_

Is your company able to comply with Davis Bacon certified payroll requirements? \_\_\_\_\_

Does your company use 3<sup>rd</sup> tier subcontractors? \_\_\_\_\_

### II Your Work

Your company is a: \_\_\_\_\_  
(Subcontractor, Supplier, Manufacturer, Installer, Other)

Regions of work: \_\_\_\_\_  
(Specify if your work includes NC, SC, TN, VA and GA)

Types of work:  Senior Living  Student Housing  Multi-Family  Hotels/Motels  Rehab

Other: \_\_\_\_\_

**Trades of work: Check general trade code and list specifics to ensure you're matched accurately for upcoming projects: (i.e., If site construction is checked, list grading, paving, etc. as applicable.)**

- 01 general requirements \_\_\_\_\_
- 02 site construction \_\_\_\_\_
- 03 concrete \_\_\_\_\_
- 04 masonry \_\_\_\_\_
- 05 metals \_\_\_\_\_
- 06 wood & plastics \_\_\_\_\_
- 07 thermal & moisture protection \_\_\_\_\_
- 08 doors & windows \_\_\_\_\_
- 09 finishes \_\_\_\_\_
- 10 specialties \_\_\_\_\_
- 11 equipment \_\_\_\_\_
- 12 furnishings \_\_\_\_\_
- 13 special construction \_\_\_\_\_
- 14 conveying systems \_\_\_\_\_
- 15 mechanical \_\_\_\_\_
- 16 electrical \_\_\_\_\_

### 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

Do you currently carry the required insurance as noted above? \_\_\_\_\_

If no, can you obtain the coverage including the required endorsements? \_\_\_\_\_

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

***Each project, in which your company may be involved, will require a separate Certificate of Insurance naming Weaver Cooke, the (specified) Project Owner and the (specified) Architect 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

Weaver Cooke embraces a Lean Construction mentality and utilizes these practices across all projects. Lean methods seek to develop and manage projects through relationships, shared knowledge and common goals. Traditional silos of knowledge, work and effort are broken down and reorganized for the betterment of the project rather than of individual participants, resulting in significant improvements in schedule with dramatically reduced waste. In result, we are looking to create a safe environment and build a reliable schedule based on the collaboration from our extended team of Trade Contractors.

Following these initiatives, we will seek continuous improvement over the course of our projects by utilizing a number of different lean tools. Trade Contractor participation is mandatory, as they are intended to ensure all project goals are met and are put into place to benefit everyone on the project.

**Pull Plan Scheduling** — Planning meetings held where the entire project team works from a target milestone, defining tasks and sequencing so that their completion releases work. Work tasks, information flow, and material deliveries are planned based on the request (or "pull") of downstream work. Pull scheduling will often expose the need for smaller batches, just in time delivery, improved leveling of resources, and reduced lead times. Workflow becomes more reliable and efficient as the waste of waiting, redundancy, and over-processing are eliminated.

**The Last Planner System (LPS)** - LPS is a realistic way to collaboratively manage project-based production. It enables issues to be identified and resolved, and increases the chances that workflows and projects are completed on time. Simply put, LPS is exactly what its namesake suggests, a system that engages last planners—the people ultimately responsible for getting the work done—in the planning and efficient execution of a project. Weaver Cooke requires our extended team of Trade Contractors to engage in the LPS process, actively participating in mandatory weekly site meetings and daily huddles to ensure schedule commitments are being met.

**Small Batch Train (SBT)** — When a project is ready to introduce finishes to the project, Weaver Cooke will often incorporate the finish batch train. Working in small batches speeds the pace of work through any process and increases throughput. As each trade completes their work on one batch, they move on to the next with subsequent trades following just one batch behind them.

**ATTACHMENT D****PROJECT NUMBER, NAME, LOCATION****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 WEAVERCOOKE 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 terminate this Agreement. The project name and location must be included on the certificate of insurance.

**Project Name: (list name and location)**

**Additional Insured Endorsement required:** *"The Owner, (list Owner's name); the Architect, (list Architect's name); and WEAVERCOOKE Construction, LLC, its officers, employees and all other parties required are named as an Additional Insured on primary and noncontributing basis as respects Commercial General Liability, Contractor's Pollution Liability, ongoing operations and completed operations, on a primary and noncontributing basis as respects Automobile Liability and Umbrella Liability. (30-day notice of cancellation applies)"*

**Commercial General Liability (CGL)**

- a) Limits of Insurance of not less than \$1,000,000 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 insured 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 WEAVERCOOKE 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 additional insured for the duration of the project and maintain Completed Operations coverage for itself and each additional insured in effect for the current statute of repose in the state in which the project is located (i.e., NC is for at least 6 years after completion of the work).

**Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 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 insured 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 CGL, Automobile Liability and Employers 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.

**Workers Compensation and Employers Liability**

a) Coverage B (Employers Liability Insurance) limits of at least \$500,000 each accident, \$500,000 each employee for injury by disease and \$500,000 policy limit for disease, and statutory Coverage A benefits for the state in which the project is located.

b) Where applicable, 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

**Contractors Pollution Liability**

a) Limited Contractors Pollution Liability Insurance with limits of liability of \$500,000 per occurrence shall be provided on all Trade Contractors and Vendors providing Contracting Services except as denoted in following Item B.

b) Contractors Pollution Liability Insurance with limits of liability of \$1,000,000 per occurrence shall be provided on all roofing, insulation, contractors performing EIFS work, and heating ventilating air conditioning contractors with comprehensive coverage including coverage for mold, asbestos, silica, and lead.

As applicable, please attached a copy of your pollution coverage endorsement that provides Limited Contractors Pollution Liability Insurance to your Certificate of Insurance.

**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 on all Trade Contractors and Vendors providing Design Services.

**Waiver of Subrogation** - Trade Contractor waives all rights against the project Owner and WEAVERCOOKE 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, contractor's pollution liability and employer's liability insurance maintained per requirements stated above.

**Cancellation**- Each policy listed above and issued in the name of the Trade Contractor shall include an endorsement stating that the policy will not be cancelled until at least 30 days' prior written notice except for non-payment of premium has been given to WEAVERCOOKE Construction, LLC.

**Certificates of Insurance** acceptable to WEAVERCOOKE Construction, LLC shall be filed with WEAVERCOOKE 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: 12/18/19

\_\_\_\_\_  
APPLICANT

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

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

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

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