

Note: The cooperative procurement clause is located on p.23, section XIX.

CONTRACT ROUTING SHEET

FROM: Nevador Evans, CPPB

E-Mail: nevans@hampton.gov

Direct Telephone: 727-2196

Contract Name: Concrete Uplifting and Leveling of Sidewalks, Roadway Slabs, Roadway Curbs and Gutters, Pool Decks, Picnic Pavilion, Driveway and/or Apron, etc.

Vendor: RPC Industry, Inc., d/ba Jackcrete of Virginia

APPROVALS

SIGNATURE

DATE

CITY ATTORNEY

(Approval as to Form
& Legal Sufficiency)



4/10/17

ORIGINATING DEPARTMENT

(Approval as to Content)



4/12/2017

RISK MANAGEMENT



4/12/2017

FINANCE DEPARTMENT

(Certification of Funds)

BUDGET/AMOUNT



4/12/2017

20-420-C10 08150 / \$44,417.00

(Please call or email Procurement after this approval for pick up)

CITY ATTORNEY

(Approval as to Form
& Legal Sufficiency)



4/19/17

CITY MANAGER



CONTRACT OVERVIEW MEMO

To: Mary Bunting, City Manager
Pete Peterson, Assistant City Manager

From: Lynn Allsbrook, Director Public Works
Jason Mitchell, Public Works Operations Manager
Tyler Richardson, Superintendent Street and Bridge Operations

Date: March 29, 2017

Re: Concrete Leveling/Lifting Services

SERVICE DESCRIPTION: PURPOSE & COST

The attached contract with RPC Industries, Inc.(DBA Jackcrete of Virginia) is for citywide concrete lifting/leveling of roadways and sidewalks.

The purpose of this contract is to complete concrete leveling and/or lifting on sidewalks and roadways within in the City of Hampton. This contract was initiated due to limited departmental staffing resources.

Contracted cost will be \$ 44,417.50

FUNDING SOURCE & FISCAL IMPACT

This service will be charged to 20-420-C10-08150, Improving Existing Infrastructure.

TIMELINE

The terms of this contract will run from April 15, 2017 – April 14, 2018, with an expected start date of April 20, 2017.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2017

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 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 Mayo Insurance Agency 1917 Laskin Rd. Ste 101 Virginia Beach, VA 23454		CONTACT NAME: Heather McIlwee PHONE (A/C, No, Ext): (757) 496-5685 FAX (A/C, No): (757) 496-5682 E-MAIL: heather@mayoinsuranceagency.com ADDRESS:	
INSURED R P C INDUSTRIES INC PO BOX 9328 HAMPTON VA 23670-0328		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company NAIC # 23787N INSURER B: Nationwide Mutual Fire Insurance 23779N INSURER C: Burns & Wilcox INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master COI

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPGLO2493201461	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Experience Mod Factor 1 \$	
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACPBA2493201461	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comm Auto Plus Cov \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ACPCAF2493201461	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A			AVWCVA2386482017	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Inland Marine			ACPCIM2493201461	4/1/2017	4/1/2018	\$100,000	

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

CERTIFICATE HOLDER**CANCELLATION**City Of Hampton
22 Lincoln Street
Hampton, VA 23669

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

Heather McIlwee/HM

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF HAMPTON 22 LINCOLN ST HAMPTON, VA 23669-3522
Location(s) Of Covered Operations
ALL LOCATIONS AT WHICH ONGOING OPERATIONS ARE BEING PERFORMED FOR THE ADDITIONAL PERSON(S) OR ORGANIZATION(S)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

[illegible]

15:21:07

S	C	DIR REQUIRED: Y		
E	A	OFFICERS/DIRECTORS DISPLAY FOR AR# 216-15-8125		
L	T	NAME	TITLE	SIGN
	B	L. LAUGHTON COCKRELL	PRESIDENT	
	O	BRYAN T. HELDRETH	VICE PRESIDENT	
	O	GARY L. SAGER	VICE PRESIDENT	
	B	BRENDA A. COCKRELL	SEC'Y/TREASURER	

3/23/2017

Alert to corporations regarding unsolicited mailings from VIRGINIA CC FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office website.

NEW: View Document Images Online - Various Business Entity and U Federal Tax Lien documents are now available for viewing online. Look for the NEW! item on the Clerk's Office menu list.



Vir

CISM0180

CORPORATE DATA INQUIRY

03/23/17

15:19:00

CORP ID: 0201502 - 2 STATUS: 00 ACTIVE STATUS DATE: 12/14/79
CORP NAME: RPC INDUSTRIES, INC.

DATE OF CERTIFICATE: 12/14/1979 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: S STOCK
MERGER IND: CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: MON NO: MON STATUS: MONITOR DTE:
R/A NAME: L. LAUGHTON COCKRELL, JR.

STREET: 705 INDUSTRY DRIVE

AR RTN MAIL:

CITY: HAMPTON STATE : VA ZIP: 23661-0000
R/A STATUS: 2 OFFICER EFF. DATE: 05/09/95 LOC : 207
ACCEPTED AR#: 216 15 8125 DATE: 10/26/16 HAMPTON CITY
CURRENT AR#: 216 15 8125 DATE: 10/26/16 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
16 100.00 1,500

(Screen Id:/Corp_Data_Inquiry)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, December 14, 1979

This is to Certify that the certificate of incorporation of

Richmond Primoid Insulation, Inc.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to
the corporation and its business.*

State Corporation Commission

William C. Jam
Clerk of the Commission

SCC9A

7 4 1 1 3 0 1 3 9

201502

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

RICHMOND, October 15, 1984

The accompanying articles having been delivered to the State Corporation Commission on behalf of

RICHMOND PRIMOID CONTRACTING, INC. (formerly RICHMOND PRIMOID INSULATION, INC.)

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF AMENDMENT

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

Thomas P. Harwood, Jr.

By

Commissioner



PLEASE POST
FOR PUBLIC
VIEW

City of Hampton

ROSS A. MUGLER
Commissioner of the Revenue
P.O. BOX 636, HAMPTON, VIRGINIA 23669
(757) 727-6700
BUSINESS LICENSE



R P C INDUSTRIES INC
R P C INDUSTRIES
P O BOX 9328
HAMPTON, VA 23670-0000

(757) 827-9625
(757) 827-9625
705 INDUSTRY DR

PERIOD BEGINNING	PERIOD ENDING	DATE BUSINESS BEGAN	LICENSE NUMBER
01/01/2017	12/31/2017	01/30/1987	62816
CATEGORY	DESCRIPTION		
11600	CONTRACTORS, GENERALLY / \$ 0.16 PER \$ 100 ON ALL GROSS RECEIPTS PAID MAR 20 2017 CITY OF HAMPTON		

IMPORTANT: LICENSE NOT VALID UNTIL STAMPED PAID BY TREASURER OF THE CITY OF HAMPTON

I do find the foregoing application in due form. Therefore, Licenses are this day severally granted the applicant named in the application to prosecute the businesses, employment's or professions covered by the application as indicated hereon, at the definite house or place in my city described in the application.

Ross A. Mugler
Commissioner of the Revenue

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
10-31-2017

NUMBER
2701019530

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ASB CIC HIC LAC



RPC INDUSTRIES INC
PO BOX 9328
HAMPTON, VA 23670-0328

DPOR

Jimmy W. DeBor
Jimmy W. DeBor, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
07-31-2017

NUMBER
3306000010

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
ASBESTOS CONTRACTOR LICENSE



RPC INDUSTRIES INC
PO BOX 9328
HAMPTON, VA 23670-0328

DPOR

Jimmy W. DeBor
Jimmy W. DeBor, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
03-31-2017

NUMBER
3358000031

BOARD FOR ASBESTOS, LEAD, AND HOME INSPECTORS
LEAD ABATEMENT CONTRACTOR LICENSE



RPC INDUSTRIES INC
RPC INDUSTRIES INC
PO BOX 9328
HAMPTON, VA 23670-0328

DPOR

Jimmy W. DeBor
Jimmy W. DeBor, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

**CONTRACT
BETWEEN
CITY OF HAMPTON, VIRGINIA
AND
RPC INDUSTRIES, INC.**

The City of Hampton does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

I. Identification of the Parties and Contract Documents.

This Contract, made on this 29th day of March 2017, by and between the City of Hampton, a municipal corporation of the Commonwealth of Virginia, located at 22 Lincoln Street, Hampton, Virginia 23669, the ("City") and, RPC Industries Inc., d/ba Jackcrete of Virginia, a Virginia Corporation having a principal place of business at 705 Industry Drive Hampton, Virginia the ("Contractor"). The City and Contractor shall be referred to jointly as the "Parties."

It is mutually understood and agreed by the Parties hereto that the entire contents of ITB 17-69E dated February 21, 2017 and the Intent to Award Letter, dated March 21, 2017 (Exhibits "A") and Contractor's Response for Bid dated March 7, 2017 (Exhibit "B") are incorporated herein by reference as the "Contract Documents" as if each had been fully set out and attached hereto.

In the event there is a conflict between the provisions of this Contract and the provisions of any of the foregoing documents, the provisions of this Contract shall prevail.

The City and the Contractor, in consideration of the mutual covenants contained herein with respect to the performance of services by the Contractor and the payment for those services by the City, agree as set forth below.

II. Scope of Services. The Contractor shall perform services to the City in accordance with the standard of care and skill ordinarily possessed by a reputable provider of Concrete Uplifting and Leveling Services. The Scope of Work shall be as follows:

Leveling of sunken slabs and densification of subsoil by utilizing polyurethane foam injection. Work to include the lifting, leveling, and stabilization of compromised concrete slabs, utilizing a hydrophobic polyurethane foam injection per technical specifications.

III. Project Schedule and Performance.

A. Term.

1. **The Effective Date of this Contract shall be the date on which the City Manager or her designee signs the Contract.**
2. This Contract shall commence on the Effective Date, and shall continue in force for the term of one (1) year.
3. This Contract may be extended upon mutual agreement of both parties for four (4) optional, one year period(s), upon the same prices, terms, and conditions set forth in this Contract and in the ITB.

B. Time is of the Essence. Time is of the essence in this contract. Contractor expressly acknowledges that in the performance of its obligations, the City is relying on timely performance and will schedule operations and incur obligations to third parties in reliance

upon timely performance by Contractor and may sustain substantial losses by reason of untimely performance.

IV. Payment

- A. Contract Value.** In consideration of the work to be performed by Contractor, as set forth under Scope of Services, the City agrees to pay Contractor in accordance with the schedule of fees attached hereto as Exhibit "B", for a total contract value of \$44,419.50.
- B.** To obtain payment for work performed under this Contract, Contractor must provide a social security number if the Contractor is an individual, or provide its federal employer identification number if Contractor is a proprietorship, partnership, or corporation.

V. Contractor Representations and Obligations

- A. Performance by Contractor.** Contractor shall act as the prime contractor for the goods and services to be provided under the Contract and shall be the sole point of contact with regard to all obligations due under the Contract. To the extent Contractor employs subcontractors to perform obligations under the Contract, Contractor agrees that it will:
 - 1. Inform subcontractor of the proposed use and disposition of the subcontractor's products or services, and obtain a written statement from subcontractor that it has no objection and that the City is not liable to the subcontractor for any work performed under the Contract.
 - 2. Obtain prior written approval from the Contract Administrator at least ten (10) calendar days prior to the work subcontractor work being performed.
 - 3. Be solely responsible for all work performed and materials provided by subcontractors and for the liability of subcontractors for the types and limits required of the Contractor under the Contract.
- B. Authority to Transact Business.**
 - 1. At the commencement of the Contract, Contractor shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required under Title 13.1 or Title 50 of the Virginia code or as otherwise required by law.
 - 2. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract.
- C. Compliance with Law**
 - 1. Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the Contract prior to the initiation of work. Contractor shall maintain all such licenses and permits throughout the term of this Contract. Failure to maintain such licenses and permits and to provide copies to the City shall constitute a material breach of this Contract.
 - 2. Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- D. Nondiscrimination**
 - 1. During the performance of the Contract, Contractor shall:

- i. Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
 - ii. State that Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of Contractor. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation are sufficient to meet the requirements of this section.
- 2. Contractor shall include the provisions of paragraph IV.D.1 in every subcontract or purchase order over \$10,000.

E. Drug-Free Workplace

- 1. For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the Contract with Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.
- 2. During the performance of the Contract, Contractor shall:
 - i. Provide a drug-free workplace for Contractor's employees;
 - ii. Post a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. This statement must be posted in a conspicuous location available to all employees and applicants for employment.
 - iii. State that Contractor maintains a drug-free workplace in all solicitations or advertisements for employees placed by or on behalf of Contractor.
- 3. Contractor will include the provisions of Section IV.E.2 in every subcontract or purchase order of over \$10,000.

F. Payments to Subcontractors. Contractor shall make payment to all subcontractors, as defined in the code, within seven (7) days after receipt of payment from the City; or shall notify the City and subcontractors in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided, to the subcontractors on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section shall not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

G. Insurance

1. Contractor shall submit to the City Contract Administrator certificates of insurance with applicable endorsements to the policy attached, prior to beginning work under the Contract or no later than ten (10) days after award, whichever occurs first.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified by the Contractor without thirty (30) days prior written notice to the City.
3. The certificate of insurance shall list the City of Hampton, 22 Lincoln Street, Hampton, Virginia 23669, as the additional insured for the specified Project. The Endorsement to the policy would be that which is attached to the Contractor's liability policy that acknowledges the City as an additional insured on all policies the City is made an additional insured. This shall be either a direct Endorsement that actually names the City or a blanket Endorsement within the insurance policy that states that under a contractual agreement the City will be named as an additional insured on the required insurance policy. Insurance shall be primary and the additional insured's primary coverage is non-contributory.
4. Insurance shall be maintained during the entire term of the Contract and any extensions and shall be of the following forms and limits:

Forms	Limits <i>(The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Contractor.)</i>
Workers' Compensation	Statutory under Virginia Code Title 65.2 <i>(Please note that single person contractors are not required to carry this insurance but must complete a Request for Waiver of Worker's Compensation with the City's Risk Management Department. If the Contractor has employees at any time during the Contract period, the Contractor must provide the minimum necessary coverage or a copy of the State's consent to self-insure.)</i>
Automobile Liability	\$1,000,000 combined single limit
Commercial General Liability	\$1,000,000 combined single limit including contractual liability and products and completed operations coverage
Umbrella/Excess Liability	\$2,000,000

5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE CITY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE CITY SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

H. Hold Harmless/Indemnification. It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and

officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

- I. Warranty/Guarantee.** Contractor guarantees against defective or faulty material or workmanship for at least on (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by the City. To furnish adequate protection from damage for all work and to repair damages of any kind for which Contractor or Contractor's workmen are responsible, to the building or equipment, to Contractor's own work, or to the work of others. Any merchandise or service provided under the Contract which is, or becomes, defective during the warranty period, shall be replaced by the Contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). Contractor shall make any such replacement immediately upon receiving notice from the City.

J. Unauthorized Disclosure of Information.

1. Contractor shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with the Contract. The Contractor shall save harmless and indemnify the City of Hampton and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Contractor shall, upon written demand by the City of Hampton, assume and defend, at the Contractor's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.
2. Any negligent or willful unauthorized disclosure of confidential information on the part of the Contractor, its subcontractors, agents or employees under or in connection with the Contract shall constitute a breach of the terms of the Contract. The City may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Contractor shall save harmless and indemnify the City for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop and any and all unauthorized disclosures of confidential information.

VI. Payment to Contractor

A. City Payment to Contractor

1. City agrees to make payments under the Contract within thirty (30) days after receipt of a correct invoice, pursuant to Section V.B below, for such payment. Where payment is made by mail, the day of postmark shall be deemed the date of payment. Any amounts due to the City by Contractor under the terms of this or any other Contract may be applied against Contractor's invoices with documentation for the basis of the adjustment attached.
 2. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the City and Contractor regarding the quantity, quality, time of delivery, or other noncompliance with these Contract requirements for any product or service or the accuracy or correctness of any invoice.
 3. Contractor acknowledges and agrees that it is not entitled to any compensation in excess of the value of the work performed that has been approved by the City. Contractors and subcontractors are not entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or consequential or other damages as a result of amendment or termination of the Contract.
- B. Contractor Invoices.** Contractor shall submit to the City all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under the Contract. Invoices shall not include any costs other than those identified in the executed City Purchase Order awarding the Contract or any subsequent Change Orders issued by the Consolidated Procurement Division. All shipping costs are the Contractor's responsibility, except to the extent such charges are identified in the executed City Purchase Order or Change Orders. Contractor's invoices shall provide at a minimum:
1. Type and description of the product or service installed, delivered and accepted
 2. Serial numbers, if any
 3. Quantity delivered
 4. Charge for each item
 5. Extended total (unit cost x quantity)
 6. This City Purchase Order number
- C. Reimbursable Expenses and Accounting Records**
1. Reimbursable expenses shall not include incidental expenses such as supplies, utilities, licensing fees, bond fees, and other fees which are normally included in overhead costs.
 2. Expenses that are not normally part of V.C.1 and that directly relate to the scope of this Project may be reimbursed upon prior approval by the City. Examples of such expenses include, but are not limited to, reasonable travel, lodging, specifications and drawing reproduction beyond first two sets, and overtime that is authorized by the City.
 3. Records of reimbursable expenses and expenses accrued as a result of additional services on the Project on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the City or his authorized representative at mutually convenient times.
 4. Payment for reimbursable expenses shall be at cost, due monthly upon presentation of an invoice to the City. The City reserves the right to request proof of the expense before payment and reserves the right to refuse to pay any expense that was not previously approved by the City.
- D. Claims for Extra Compensation.**

1. If Contractor encounters work and services not included in the Contract or any supplement, but which, in the opinion of Contractor, is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the City in writing of its intention to perform the work and to make a claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim or City's approval of the claim. **No claim for extra compensation will be filed or considered unless notification is given as herein set forth.**
 - i. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation of the claim.
 - ii. Itemized amounts shall be described in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work.
 - iii. Contractor shall not itemize any overhead costs in its claim for extra compensation if those overhead costs were not itemized in Contractor's original bid for the work to be completed under the Contract.
 - iv. If Contractor intends to claim the costs (other than attorney's fees) of preparing a claim for extra compensation, Contractor shall maintain these costs in a separate account, clearly coded and identified, in preparing the claim and these costs shall be subject to audit by the City.
2. Upon notification the City will promptly review any claim for extra compensation. If a claim is accepted by the City, it will be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.
3. **NOTE: Pursuant to the provisions of Virginia Code §2.2-4309, a public contract may include provisions for modification during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Hampton City Council.**

VII. Dispute Resolution

A. Procedure for Consideration of Contractual Claims

1. Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of City and /or result in mitigation or elimination of the effects of the claim. Therefore, Contractor shall provide City with written notice of Contractor's intention to file a claim which:
 - i. Describes the act or omission by City or its agents that contractor contends caused the damages or entitles it to other relief; and
 - ii. Provides a description of the nature and amount of the claim.
2. Contractor's written statement providing notice of the claim shall be submitted to city within twenty (20) days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of Contractor to result from its acting on an order from City, it shall immediately take written exception to the order. For purposes of this section, "claim" shall include, without limitation, any request for an increase in the Contract price or time and any request for equitable adjustment.

3. Submission of a notice of claim in compliance with the requirements described above shall be mandatory, and failure to submit a claim notice that complies with the requirements above shall be a conclusive waiver to such claim for damages or other relief by Contractor. Oral notice and untimely notice will be insufficient to satisfy the requirements stated in this section.
 4. The City will review the claim and provide Contractor with a written decision thirty (30) days after its receipt of the claim. Contractor may not institute legal action prior to receiving the final decision of the City.
- B. Final Decision.** The final decision of the City shall be considered final and conclusive unless Contractor appeals the decision within three (3) months of the final decision or the due date of the final decision by instituting legal action.
- C. No Cessation of Performance.** Nothing in this section shall be construed to authorize or permit the Contractor to cease performance of the Contract while utilizing the dispute resolution procedures outlined in this section or any other dispute resolution procedures available to Contractor. Pendency of claims shall not delay payment of amounts agreed due in final payment.

VIII. Breach of Contract. Contractor shall be deemed in breach of the Contract if the Contractor:

- A.** Fails to Comply with any terms or conditions of the Contract;
- B.** Fails to cure such noncompliance within ten (10) calendar days from the date of the City's written notice or such other time frame specified by the City Contract Administrator in the notice; or
- C.** Fails to submit a written response to the City's notification of noncompliance within ten (10) calendar days after the date of the City notice.

IX. Notice of Defect. In the event of a defect or impropriety in an invoice or in the goods or services provided to City by Contractor or a subcontractor, City shall notify the Contractor of the defect or impropriety if the defect or impropriety would prevent payment by the payment date. The notice shall be sent by the City fifteen (15) days after receipt of the improper invoice or defective goods or services.

X. Non-Performance

- A. Failure to Deliver.** The City reserves the right to procure goods and/or services to be provided under the Contract from other sources in the event Contractor fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in the Contract.
- B. Unacceptable Deliveries or Performance (Rejections).** Upon notification by the City that goods and/or service deliverables provided by the Contractor under the Contract are damaged and/or not of the quality specified by the City, such goods and/or service deliverables will be rejected. Upon such notification, Contractor shall:
 1. Replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the City.
 2. Remove all rejected materials, equipment or supplies from the premises of the City within ten (10) days of notification. Rejected goods and/or service deliverables not

removed from the City's premises within ten (10) days will be regarded as abandoned, shall become the property of the City, and the City shall have the right to dispose of such items.

C. Alternative Goods and Services. In the case of default by Contractor for failure to deliver or perform in accordance with the Contract specification or terms and conditions, the City may procure goods or services from other sources and hold Contractor liable for reasonable costs of completion directly attributable to Contractor's failure to perform. Contractor's liability shall include, but not be limited to:

1. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
2. Increased cost of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Contractor and/or rejections of Contractor's goods and/or service deliverables.
3. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by the City due to non-responsive performance of Contractor.

XI. Termination of Contract

A. Without Cause

1. The City may at any time, and for any reason, terminate the Contract by written notice to Contractor specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is mailed. Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Article I of the Contract.
2. In the event of such termination, Contractor shall be paid the work satisfactorily completed or partially completed, and accepted by the City, at the time of termination.
3. Upon receiving the notice of termination, Contractor shall withdraw its personnel and equipment, if any, cease performance of any further work under the Contract, and turn over to the City any work completed or in process for which City has paid.

B. With Cause

1. In the event that Contractor breaches any term of the Contract, the City may provide written notice of such breach to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid or in Section 1 of the Contract.
2. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed to cure the breach. Upon failure of Contractor to cure the breach, the City may immediately terminate the Contract as of the mailing date of the breach notice.
3. Upon termination, Contractor shall withdraw its personnel and equipment, if any, cease performance of any further work under the Contract, and turn over to the City any completed or partially completed work for which the City has paid.
4. In the event of violations of law, safety, or health standards and regulations, the Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

C. Non-Appropriation

1. It is understood and agreed between the Parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of the Contract.

2. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the Contract, the City shall notify Contractor of such occurrence in writing within thirty (30) days of non-appropriation, and the Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

XII. Audit/Ownership of Documents/Freedom of Information Act

- A. Audit.** The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of the Contract and for at least three (3) years following the completion of the Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City's employees, agents, representatives, Contractors or other designees, during normal business hours at Contractor's office or place of business in Hampton Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Hampton chosen by the City.
- B. Ownership by City.** Ownership of all materials and documentation including the original drawings and the Plans and Specifications and copies of any calculations and analysis prepared pursuant to the Contract, shall belong exclusively to the City. Such materials and documentation, whether completed or not, shall be the property of the City whether the Work for which they are made is executed or not. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the City.
- C. Proprietary Information/Non-Disclosure.** Contractor is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all documents submitted by Contractor. Contractor may invoke the protections of §2.2-4342 of the Code of Virginia to protect trade secrets, proprietary information, and information or documents pertaining to security equipment and systems provided that the Contractor:
 1. Invoke the protections of this Section *prior to, or upon submission of*, the data or other materials.
 2. Provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary.
 3. Submit proprietary or security information under separate cover in a sealed envelope clearly marked "PROPRIETARY".
 4. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Contractor's costs and/or bid pricing are to be protected is unacceptable. Contractor

will be requested to remove any such statement(s) in order to be eligible for further consideration.

- D. The City reserves the right to submit such information to the City Attorney for concurrence of the Contractor's claim that it is in fact proprietary. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

XIII. Modification. The Contract may only be modified in a writing executed by authorized representatives of the City and the Contractor.

XIV. Authority to Sign. Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of the Contract and the performance of such party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

XV. Tax Exemption. The City is exempt from federal excise tax and from all State and local taxes. Contractor shall not include such taxes in any invoices under the Contract. Upon request, the City will furnish the Contractor with tax exemption certificates or the City tax exempt number. The City's exemption from taxation does not transfer to Contractor for Contractor's purchases for supplies or services required to complete the Contract.

XVI. Miscellaneous.

- A. **Non-Assignment.** Contractor shall not assign its rights and duties under the Contract without the prior written consent of the City.
- B. **Applicable Law.** The Contract shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia. Regardless of where actually delivered and accepted, the Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.
- C. **Venue.** Any and all suits for any claims or for any and every breach or dispute arising out of the Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, or, if applicable, in the United States District Court for the Eastern District of Virginia, Newport News Division.
- D. **Extent of Contract.** The Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral.
- E. **Severability.** If any part, term, or provision of the Contract, shall be found by a court of competent jurisdiction to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or any other provision or portion of the Contract.

F. Non-Exclusivity. The City reserve the right to procure goods or services covered under the Contract from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.

XVII. Environmental Consideration. Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties, or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, State or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, Subcontractors, consultants, subcontractors, or any other persons, Corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This Section shall survive the termination, cancellation or expiration of this Contract.

XVIII. Copyright/Patent Indemnity. Contractor shall pay all royalty and license fees relating to the items covered by this Contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this Contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify the City and hold the City harmless from any cost, expense, damage or loss incurred in any manner by the City on account of any such alleged or actual infringement.

XIX. Cooperative Procurement. Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the Contractor(s). The City of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

XX. Representatives and Notices. Any notice, demand, or request by or made pursuant to this Contract shall be deemed properly made if personally delivered in writing or sent by the parties by United States mail, postage paid, to the representative specified below or as otherwise designated in writing and agreed to by the Parties. Nothing in this section shall restrict the City from making routine communications with the Contractor.

To the City's Representative:
Paul T. Richardson, Streets Superintendent
550 N. Back River Road
Hampton, Virginia 23669

To the Contractor's Representative:
Bryan Heldreth, VP
705 Industrial Drive
Hampton, Virginia 23661

With a copy to: Lavinia Whitley
Deputy Director Finance/Procurement
City of Hampton
1 Franklin Street, Suite 345
Hampton, Virginia 23669

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE OF PARTIES

As evidence of their agreement to the preceding terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

Approved as to form and legal sufficiency:

[Signature]
City Attorney

Date: April 19, 2017

CITY OF HAMPTON:

[Signature]
City Manager/Authorized Designee

Date: 4/24/17

RPC INDUSTRIES INC dba/ JACKCRETE
OF VIRGINIA

By: Bryan T. Heldreth
(Name of Corporate Officer – please print)

Its: Vice President
Title

(Signature) [Signature]

STATE OF Virginia
CITY/COUNTY OF Hampton, to-wit:

The foregoing instrument was acknowledged before me this 17th day of April 2017

by Bryan T. Heldreth, Vice President of RPC INDUSTRIES, INC.

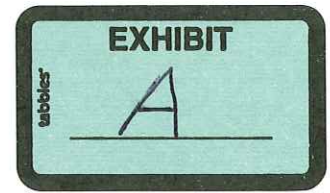
a Virginia corporation on its behalf. He/She ☐ is known to me personally, or ☐ has produced

Driver's as identification.
License

My Commission expires: 7.31.19

Registration No: 7037302

[Signature]
Notary Public



March 21, 2017

**Re: ITB 17-69E
Intent to Award**

Ladies/Gentlemen:

The above referenced Invitation to Bid evaluation has now been completed, using the materials submitted with your response to the solicitation. On the basis of that evaluation, RPC Industries, Inc /dba Jackcrete of Virginia bid was accepted at a total cost of \$44,417.50 for Concrete Leveling and Lifting. They will be continued in the process for the City.

This shall serve as an announcement of the Intent to Award a purchase order /contract to the aforementioned for the City of Hampton.

On behalf of the City and Public Works Street Operations, we thank you for your participation in this solicitation and look forward to your participation in future solicitations.

Yours truly,

Nevador Evans

Nevador Evans, CPPB
Buyer

HAMPTON VA

Addendum 1

March 6, 2017

Re: ITB 17-69E

All Perspective Bidders:

This addendum is issued in response to questions from a prospective bidder(s).

1. pg 50, Pricing Sheet, item 3. The description for this item shows placements over 500 pounds. The anticipated quantity is only 100 pounds. Please clarify. Typo, correct to 500 pounds
2. pg 50, Pricing Sheet, item 4. As written, there is no difference in pay per LF between grinding a 3/8" trip hazard in a sidewalk and a 4" lip on a bridge approach slab. Please provide clarification for both LF of grinding and height of grinding to accommodate the difference in time & diamonds/carbide required to address different grind heights/depths. Correct to read Concrete Grinding 3/8" to 1 1/2" LF from 0 to 10 feet.
3. pg 50, Pricing Sheet, generally. There is no pay item or minimum poundage for mobilization. The way the pricing is requested, the contractor could be liable to mobilize in 2 hours on an emergency basis and complete \$15.00 worth of work. Please create a pay item for mobilization, and a pay item for emergency mobilization, or provide minimum quantities guaranteed per mobilization. No pay item will be created.
4. pg 51, 1.3 Quality Assurance, 3.2. Please clarify relevance of completion of similar projects within the City of Hampton to the ability of a contractor to perform the specified work. Remove Statement
5. pg 51, 1.3 Quality Assurance, 3.3. Please address the inherent conflict of interest created by an bidding contractor manufacturing their own polyurethane and then being able to certify themselves as Approved Applicators. All applicators shall be certified for use with the polyurethane being used. If the Contractor manufactures their own product, they shall provide specifications of the product and proof of certification of their employees.
6. pg 51, 1.3 Quality Assurance, 3.4. The inclusion of requiring soil compaction using plural component polyurethane indicates the City is requesting use of the patented Uretek Deep Injection process. Please clarify whether or not the City intends this solicitation to be a sole solicitation for performance by Uretek. It is not the Cities desire to have a sole source. The City is looking for a service that can perform as stated. The City has not specified a product to perform as stated in section 1.3 line 3.4.
7. pg 52, 1.3 Quality Assurance, 3.7. The SPFA is a sprayed insulation certification program. The stated scope of this solicitation does not involve any sprayed applications. Please explain the need for this requirement, which is not used in the geotechnical polyurethane grouting industry as a standard. Spray insulation will not be used in this contract, delete line 3.7 from section 1.3.
8. pg 52, 2.1 Description, 1.2. As requested for performance, "subsoil stabilization" requires use of the patented Uretek Deep Injection process. Please clarify whether the City intends this to be a sole source solicitation for performance by Uretek. The City is not looking for a sole source product or method for subsoil stabilization. The Contractor shall provide the City with their product and method.

HAMPTON VA

9. pg 52, 2.1 Description, 1.2 Stormwater Drop Inlet work requires confined space entry. Please add pay item for confined space entry permitting, equipment and add requirement that all personnel onsite be trained in confined space. Alternatively, please remove Stormwater Drop Inlet as a potential repair as part of this solicitation. Contractor will NOT be entering Drop Inlets that require confined space entry as defined by OSHA.
10. pg 54, 2.5 Process, 5.5 Again, this specification is again requiring use of the patented Uretek Deep Injection process. If this project is bid and awarded as it is written, the City is exceptionally likely to be sued by Uretek. See answer to question number 8
11. pg 55, 2.6 Submittals, 6.1 Please provide the ASTM standard used as the basis of evaluation of the specimens by physically examining for conformance with the physical characteristics outlined in 2.2 Polyurethane Material, page 53. If a Contractor submits an alternate product the Contractor will need to provide all of the manufacturers specifications and safety data information to the City for evaluation.
12. I believe there is a typo on the Pricing Sheet. Row 3, Large Group of Work Orders Section, defines large group of work orders utilizing a total material usage > 500lbs. However, the Anticipated Unit Qty Per Work Order column, for that row specifies 100lbs. If the large group of work orders definition is correct the anticipated pounds per work order must be 500lbs or more, not 100. What the correct number should be? 500

All other requirements remain unchanged.

This concludes the Q & A period.

Yours truly,

Nevador Evans

Nevador Evans, CPPB

Buyer

HAMPTON VA

**CITY OF HAMPTON
PROCUREMENT OFFICE
Division of Finance
Municipal Services, Education
Hampton, Virginia**

**PROJECT NO. ITB 17-69E
Citywide Concrete Leveling and Lifting**

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ATTACHMENTS:

PREPARATION/SUBMITTAL/RECEIPT OF RESPONSES INSTRUCTIONS TO BIDDERS

I. PREPARATION

1.1 - If response forms are attached, they shall be used. Responses not submitted on said forms or not fully completed with all information may be declared nonresponsive. All documents shall be signed in ink. Any corrections to entries made on forms shall be made in ink and initialed by the person signing the response. Bids containing any conditions, omissions, unexplained alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the City as being incomplete or nonresponsive.

1.2 - General questions, requests for explanations, or interpretations of documents shall be made as directed. No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before the award of the contract.

1.3 - During preparation and prior to opening, each vendor shall not divulge, discuss or compare his response with others, and shall not collude with any other party to a response. A signed response shall be taken as an indication that the vendor fully understands the Commonwealth of Virginia's Conflict of Interest Act and the Commonwealth of Virginia's Ethics in Public Procurement Act and that his actions in no way violate any of the provisions therein.

1.4 - Unless this solicitation contains a clear statement that only one certain brand, make or manufacturer is acceptable and a clear reason is stated why such is so, the name of a certain brand, make or manufacturer does not restrict vendors to that named. Such only conveys the general style, type, character, and quality of that desired. During evaluation of responses, it shall be the sole discretion of the City to determine what is equal, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

1.5 - Prices shall be all inclusive for the scope of the solicitation. Where applicable, the following shall apply: All shipments shall be F.O.B. destination, freight included. Delivery shall be inside as directed at the address indicated. Required delivery times and terms of payment shall be clearly stated.

II. SUBMISSION

2.1 - Every bidder organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. If awarded the Contract, the bidder shall not allow its existence to lapse or its certificate of authority or registration to

transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Doing so shall be deemed a violation of Section 2.2-4311.2 and the bidder understands and agrees that the City may void the contract if the bidder fails to comply with this provision.

2.2 - Bid withdrawals or modifications to responses already submitted will be allowed if such notice is given in writing and received at the designated location from bidders prior to the stated deadline. Such modifications shall not reveal to the total amount of either the original or modified submittal.

2.3 - Responses may be withdrawn at any time prior to their being opened.

2.4 - No liability shall accrue to the City from the acceptance of any response. Financial obligations on behalf of the City shall occur only through the award of a contract and/or purchase order in accordance with applicable law.

III. RECEIPT OF BIDS

3.1 - Bids will be received on or before the date and the hour and at the place stipulated in the Invitation to Bid and may be modified by subsequent Addenda. Consolidated Procurement Division operating hours are M-F 8:00 AM until 4:30 PM.

3.2 - It is the responsibility of the bidder to assure that his bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. Therefore, it is the bidder's responsibility to take into account all factors which may impact its bid deliverer/courier's ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.

3.3 - The Procurement Officer is the City's representative designated to receive bids at the time and place noted in the ITB and to open the bids received at the appointed time.

3.4 - The official time used for the receipt of responses is determined by reference to the clock designated by the Procurement Officer. The Procurement Officer shall determine when the bid receipt deadline has arrived and shall announce that the deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Procurement Officer and his assistants at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Procurement Officer makes the deadline announcement.

ITB Issue date: February 21, 2017
Invitation to Bid No. ITB 17-69E
Procurement Officer: Nevador Evans, CPPB
Title: Concrete Leveling and Lifting
Email: nevans@hampton.gov
Ph: 757.727.2200 / Fax: 757.727.2207

The Director of Finance or his designated representative, on behalf of the City of Hampton, will accept SEALED written responses in the office of the Consolidated Procurement Division located at 1 Franklin Street, Suite 345, Hampton, Virginia, 23669-3570 until **3:00p.m. sharp local time on Thursday, March 9, 2017** at which time they will be publicly opened and read aloud for the following:

CITYWIDE CONCRETE LEVELING AND LIFTING

A MANDATORY PRE-BID CONFERENCE will be held on Wednesday, March 1, 2017 at 11:00 a.m. local time at 550 N. Back River Rd, Hampton, VA 23669

FAX OR EMAIL responses shall not be accepted.

Submittal requires two (2) copies, the original plus one (1) copy, of all documents to be returned with bid.

Any previous submittals, offers, or price given, either orally or written, cannot be accepted as a response to this formal solicitation. To insure fair and equal consideration of your response, if you wish to compete, please reply to this request.

NOTE: All questions regarding this solicitation shall be in writing using the enclosed question form and must be in the Procurement Office by no later than 4:00 p.m. on March 3, 2017. Copies of all questions and their answers will be distributed to those on the distribution list for this solicitation. Questions may be faxed to (757) 727-2207; however, it shall be the responsibility of the sender to verify receipt of all transmissions. The City of Hampton shall not be responsible for missed transmissions.

It shall be the responsibility of prospective bidders to verify, prior to turning in a response, if an addendum was issued. Bidders should check www.hampton.gov/bids-contracts for any addenda issued no later than 12 hours prior to bid receipt deadline.

All forms relating to this solicitation are posted on www.hampton.gov/bids-contracts or may be obtained from the Procurement Office, 1 Franklin Street, Hampton, Virginia.

One set of all related solicitation forms may be picked up at the Procurement Office with no charge. Additional sets will be sold at \$ 0 per set. Requests for mailing of these forms shall be honored only upon receipt of a non-refundable payment of \$0 per set or an on call pick-up authorization and account number for a parcel delivery service. All checks shall be made payable to the **City of Hampton**.

A bid bond or cashier's check, payable to the **City of Hampton** equal to five percent (5%) of the total price shall accompany any response that is \$100,000.00 or more.

A performance bond and payment bond, each equal to one hundred percent (100%) of the Contract price shall be required from the successful bidder before any agreement is approved and issued if the Contract price is \$100,000.00 or more.

Public announcement of the decision to award this Contract shall be issued in written form distributed to all responsive participants via email or facsimile transmission, using the bidder's number or email address provided on the formal response form. Public records shall be available for inspection from the date of the public announcement.

To submit an offer on the project, Contractors shall comply with the Code of Virginia Title 54. Provide your registration number in the designated location on the bid document **and provide a copy of your contractor's license with the bid response.**

It is the policy of the City of Hampton to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities.

Toward that end the City of Hampton encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193 it is the policy of the City of Hampton not to discriminate against faith-based organizations.

During the performance of this Contract, the Contractor agrees as follows: (i) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose

of meeting the requirements of this section. (iv) The Contractor will include the provisions of i, ii, and iii in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this Contract, the Contractor agrees to provide services to the City in accordance with the highest standards in the construction industry.

The City of Hampton cannot legally agree to any clause indemnifying the Contractor from any damages arising out of the Contract or holding the Contractor harmless. The submission of a bid or a proposal constitutes an agreement by the Contractor not to request such language in the resulting Contract.

By signing and submitting a bid or offer under this solicitation, the bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. Certification must be completed by the awarded Contractor within ten (10) days from the date of award. If any subcontractors are involved, the subcontractor will have workers compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The bidder further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

Insurance Coverage and Limits Required:

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

1. Workers' Compensation Insurance as required under Va. Code Title 65.2.
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the City of Hampton as an additional insured by policy endorsement.

3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

4. Umbrella/Excess Liability Insurance at limits not less than two million dollars (\$2,000,000).

Contractor shall submit to the City Contract Administrator certificates of insurance with applicable endorsements to the policy attached, prior to beginning Work under this Contract and no later than ten (10) days after award of the Contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the City.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE CITY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE CITY SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

The certificates of insurance shall list the City of Hampton, 22 Lincoln Street, Hampton, Virginia 23669, as the additional insured for the specified project as outlined in this ITB. The endorsement to the policy would be that which is attached to the Contractor's liability policy that acknowledges the City as an additional insured on all policies the City is made an additional insured. This shall be either a direct endorsement that actually names the City or a blanket endorsement within the insurance policy that states that under a contractual agreement the City will be named as an also insured on the required insurance policy.

Insurance shall be primary and the additional insured's primary coverage is non-contributory.

Insurance shall be maintained during the entire term of the Contract and any extensions and shall be of the following forms and limit:

<u>FORMS</u>	<u>LIMIT</u>
WORKERS' COMPENSATION	STATUTORY
AUTOMOBILE LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
COMMERCIAL GENERAL LIABILITY INCLUDING CONTRACTUAL OPERATIONS COVERAGE	\$1,000,000 COMBINED SINGLE LIMIT
UMBRELLA/EXCESS LIABILITY	\$2,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Contractor.

Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. The City further requires thirty (30) days' notice of cancellation must be noted in the policy or in additional insured and alternate employer endorsements. Failure to obtain such notice provisions will void any awards or contracts to the bidder.

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**CITY OF HAMPTON, VIRGINIA AND HAMPTON CITY PUBLIC SCHOOLS
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

This information is to assist the Contractor to understand the insurance requirements of the City of Hampton (CITY) and Hampton City Public Schools (HCS). Contractors are encouraged to share this information with insurance agents and brokers.

1. Agreement/Reference. All evidence of insurance must identify the nature of your business with the CITY/HCS. Clearly show any assigned number of a bid, Contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your insurance is properly assigned to the correct project. It is important that you **provide the types of coverage and minimum dollar amounts specified in the RFP or ITB document. Failure to provide the requested amounts may lead to disqualification and increase processing time.**

2. When to submit. Normally no work may begin until the certificate of insurance (COI) with proper endorsement has been received. It is important that the certificate and endorsement be provided as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Evidence and Approval. Proof of insurance is normally provided on an industry form known as the ACORD Certificate of Insurance. Insurance industry certificates other than the ACORD may be accepted after review. In addition to the ACORD form, an Insured Endorsement naming the CITY or HCS as an additional insured that has been completed by your insurance company or its designee must be attached to the COI. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured and the substantiating endorsement must be attached. Attaching the section of the insurance policy covering contractual additional insureds may be used until the actual endorsement is received.

All evidence of insurance must be authorized for the insurance provider by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to ACORD Certificates and other Insurance Certificates:

- **A copy of the full insurance policy.**
- **Binders and Cover Notes** are also acceptable as interim evidence for up to ninety (90) days from date of approval.
- **Self-Insured** contractors or vendors must submit for review to the Risk Manager documentation of its financial ability to self-insure for each coverage required. (See Para 6 below.)

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law
- Professional Liability insurance

4. Renewal. Upon renewal of any insurance policy it is the responsibility of the Contractor to provide the updated ACORD Certificate of Insurance or other acceptable documentation to the CITY or HCS. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. Cancellation. The Contractor/vendor must inform the CITY/HCS thirty (30) days before insurance is cancelled or not renewed. The requirement for the insurance company to inform the additional insured(s) is not enforceable. Failure to inform must be considered a substantive violation of the Contract and could result in the Contract being cancelled.

6. Alternative Programs/Self-Insurance. Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY Risk Manager has reviewed the relevant documents. Any contractor or vendor that wishes to satisfy insurance requirements as a self-insured party must receive permission from the Risk Manager by submitting a request to the Risk Management Department.

7. General Liability. General liability insurance covering your operations (and products, where applicable) is required whenever the CITY or HCS is at risk of:

- **Third-party claims** which may arise out of your work or your presence or special event on city premises.
- **Sexual misconduct claims coverage** is a required coverage when the work performed involves minors.
- **Fire legal liability insurance** is required for persons occupying a portion of CITY or HCS premises.

8. Automobile Liability insurance is required only when vehicles are used in performing the work of the Contract or when they are driven off-road on CITY or HCS premises; it is not required for simple commuting unless CITY or HCS is paying mileage. However, compliance with Virginia law requiring auto liability insurance is a contractual requirement.

9. Errors and Omissions coverage will be specified on a project-by-project basis if a Contractor is working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

10. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law the minimum coverages (or a copy of the state's Consent To Self-Insure) must be provided if the Contractor has any employees at any time during the period of this Contract. Contractors with no employees

must complete a Request for Waiver of Workers' Compensation Insurance Requirement that can be obtained from Risk Management.

A Waiver of Subrogation on the coverage is required only for jobs where a Contractor's employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor.

11. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY.

12. **Builder's Risk/Course of Construction** is insurance coverage that protects the owner's interests in the structure as well as materials, fixtures and/or equipment being used in the construction or renovation of a building or structure should those items sustain physical loss or damage from a covered cause. It is required during construction projects and must include building materials in transit and stored at or away from the project site. This would also include materials purchased by the CITY for installation or erection by the Contractor.

13. **Surety or Bond** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A Fidelity Bond may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations as outlined in the RFP or ITB.

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Examination of Contract Documents and Project Site:

It is the responsibility of each bidder before submitting a bid:

- a. To examine thoroughly the Bid Documents;
- b. To visit the site to become familiar with and satisfy the bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
- c. To study and carefully correlate the bidder's knowledge and observations with the Bid Documents and such other related data, and,
- d. To promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which the bidder has discovered in or between the Bid Documents and such other related documents or field/site conditions.

A withdrawal of bid due to error shall be in accordance with Section 2.2-4330 B (1) of the Code of Virginia. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after conclusion of the bid opening procedure and shall submit original work papers with such notice.

The Contractor's Questionnaire is included in the Bid Documents and shall be submitted upon request within 72 hours. This information will assist the City in investigations and determination of Contractor's qualifications to perform the Work.

Bidder Qualification:

To demonstrate their qualifications to perform the Work, each bidder shall be prepared to submit further written satisfactory evidence that the bidder has sufficient experience, necessary capital, materials, machinery and skilled workers to complete the Work. If financial statements are required they shall be of such date as the City shall determine and shall be prepared on forms acceptable to the City. The City may make any such investigations as deemed necessary to determine the ability of the bidder to perform the Work. The City's decision or judgment on these matters shall be final, conclusive and binding.

Subcontractor Qualification:

The apparent low bidder shall, within seven (7) consecutive calendar days after the day of the bid opening, submit to the City a list of all Subcontractors who will be performing work on the project. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of experience and qualifications of each such Subcontractor, person and organization. If the City, after due investigation, has reasonable objection to any proposed Subcontractor, other person and organization, the City may, before giving the Notice of Award, request the apparent low bidder to submit an acceptable substitute without an increase in bid price. If the apparent low bidder declines to make any such substitution, the contract shall not be awarded to such bidder. For any Subcontractors, other persons, or organization so listed and to

whom City does not make written objection prior to giving the Notice of Award, it will be deemed the City has no objection.

Debarment:

By submitting their bid, bidders certify that they are not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Evaluation Criteria:

Pursuant to Section 2.2-4302.1 of the Virginia Public Procurement Act, evaluation of the bids will be based upon the requirements set forth in the Invitation to Bid # 17-69E.

Basis for Award:

Contract award will be made to the lowest responsive and responsible bidder.

The City of Hampton reserves the right to negotiate with the lowest responsible bidder in the event that price exceeds available funds. Such negotiation shall be in compliance with Sec. 2-337(e) Code of Hampton, Virginia.

The City of Hampton reserves the right to reject any and all responses, to make awards in whole or in part, and to waive any informalities in submittals.

Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than Consolidated Procurement Division staff on the subject of this ITB or any subject related to this ITB is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent or designated representative.

THIS IS A SAMPLE CONTRACT. IF BIDDER IS AWARDED CONTRACT TERMS AND CONDITIONS OF THE FINAL CONTRACT MAY CHANGE.

**CONTRACT BETWEEN
CITY OF HAMPTON, VA
AND**

SECTION 1. IDENTIFICATION OF PARTIES

THIS CONTRACT, made on this _____ day of (mm/dd/yr) by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia located at 22 Lincoln Street, Hampton, Virginia 23669, (the "City") _____ a _____ [State of Original Registration and type of entity (corporation/ limited liability company/limited partnership) having a place of business at _____, (the "Contractor"). The City and Contractor shall be referred to jointly as the "Parties."

It is mutually understood and agreed by the Parties that the entire contents of ITB No. _____ (enter project title) ; Terms and Conditions of Contract (General, Special, and other conditions as they may be titled); Intent to Award Letter, dated mm/dd/yr; (Exhibits "A") and all Contractor's documents dated mm/dd/yr, (Exhibit "B") submitted in response to the ITB No. _____ (the "Project"), are incorporated herein by reference.

In the event that a conflict exists between the terms and conditions of the forgoing documents and this Contract, the terms and conditions of this Contract shall govern and supersede any such conflicting terms and conditions.

WITNESSETH, that the Contractor and the City, for the considerations hereinafter named, agree as follows:

SECTION 2. DEFINITIONS

- A. The City and the Contractor are those named as such in the Contract. They are treated throughout the Contract as if each were of the singular number and masculine gender.
- B. The Project Manager shall be that individual named by the City to administer day-to- day activities, charged with the responsibility to insure compliance with the Scope of Work, terms and conditions, and cost in accordance with the Contract.
- C. The term Subcontractor shall mean anyone, other than the Contractor, who furnishes at the site, under a contract with the Contractor, labor, or labor and materials, or labor and equipment.
- D. Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.
- E. Extra Work shall mean such additional labor, materials, equipment, and other incidentals, not shown on the drawings or called for in the specifications, but authorized by the City in writing as an addition to that Work called for in the Drawings and Specifications.
- F. The Written Notice to Proceed is a separate document issued by the Project Manager after all other Contract Documents have been issued and all pre-construction matters have been agreed upon

between the City and the Contractor. The notice to proceed requires the Contractor to begin Work on the site within ten (10) calendar days of the date of its issuance.

SECTION 3. SCOPE OF WORK

Contractor shall perform services as specified in ITB No. _____ (title of project), and as specified in a certain proposal of Contractor dated mm/dd/yr. In the event that a conflict exist between the referenced proposal of Contractor dated mm/dd/yr, and the terms of this Contract, the terms of this Contract shall govern and supersede any such conflicting terms of the Contractor's proposal. The Contractor further agrees it will furnish all labor, equipment, and material necessary to perform all Work in accordance with the requirements and provisions of the Contract as defined in the General Conditions.

SECTION 4. TIME OF COMPLETION

- A. The Effective Date of this Contract shall be the date on which the City Manager or her designee signs the Contract.
- B. The Work to be performed under this Contract shall be commenced within _____ () calendar days after receipt of Written Notice to Proceed. The Work shall be completed within **(number of days typed out) (number of days) calendar days** after receipt of Notice to Proceed.
- C. Failure to complete the Work, within the number of calendar days stated in this Section, including extension(s) granted thereto, shall result in Liquidated Damages as set forth below.
- D. Time is of the essence and the City will be substantially damaged in amounts that will be difficult or impossible to determine if completion of the Project is not achieved within **(number of dates typed out) (number of days) calendar days**. Therefore, the Parties have agreed on sums which the Parties agree are reasonable as Liquidated Damages for such occurrences. It is further understood and agreed that the payment of the Liquidated Damages is in lieu of actual damages for such occurrences. The Contractor hereby waives any defense as to the validity of any Liquidated Damages stated in this Contract as it may appear on the grounds that such Liquidated Damages are void as penalties or are not reasonably related to actual damages. The Contractor shall be liable for **(dollar amount typed out) (\$)** per day for every calendar day after expiration of the Contract time that the Project is not completed.

SECTION 5. CONSIDERATION / PROVISION OF SSN OR FIN

- A. In consideration of the Work to be performed by Contractor, as set forth under Section 3, entitled Scope of Work, the City agrees to pay Contractor the total sum of **(dollar amount written/typed out) (\$)**.
- B. To obtain payment for work performed under this Contract, if the Contractor is an individual, the individual Contractor shall provide his social security number. If the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number.

SECTION 6. CHANGE IN SCOPE OF WORK

It is understood that, during the course of construction, changes in the Scope of Work may be necessary as covered in the General Conditions.

- A. Changes in the Scope of Work which affect the Contract price or Extra Work shall require a formal written Change Order before Work proceeds. Changes affecting cost and/or Extra Work shall be performed at mutually agreed-upon unit prices, or on a lump sum basis. The Contractor

shall be prepared to justify any price for Extra Work by providing detailed breakdown and supporting documents when requested by the City.

1. If sub-contractor does the actual Work, the mark-up shall be limited to a maximum of fifteen percent (15%). If the Subcontractor does not enter into the Work, it shall not be added into the cost. General Contractor mark-up shall be limited to a maximum of ten percent (10%).
 2. If the General Contractor is solely responsible for the Work the maximum mark-up shall be limited to ten percent (10%).
- B.** Changes in the Scope of Work affecting Contract cost or Extra Work shall be performed only after receipt of a formal written modification to the Contract. Any Work performed prior to receipt of such formal written modification shall be done at the Contractor's risk.
- C.** The provisions of (A) and (B) above shall not limit or restrict the Contractor's responsibility or authority for emergency work.
- D.** Should the number of units of completed Work of any individual items of the Bid sheets vary by more than twenty-five percent (25%) from the estimated number of units, either the City or the Contractor may request a revision of the unit price for the item so affected, and both Parties agree that under such conditions an equitable revision of the price shall be made.

SECTION 7. SCHEDULE OF PAYMENT

A. The following Schedule of Payment shall be followed:

(a) On Contracts of less than ten thousand dollars (\$10,000) or Contracts where Work is to be completed in less than forty-five (45) days, payment shall be made as a lump sum upon completion of all Work and acceptance by the City. Such payment shall be subject to retainage as defined in the General Conditions, Acceptance and Final Payment.

1. After the first of each month, Contractor may present to the City an invoice covering the total quantity of Work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the Work so completed as determined in accordance with the schedule of measurement and values established for the Contract. The monthly invoice also may include any allowance for the cost of such materials and equipment required in the permanent Work as have been delivered to the site but not as yet incorporated in the Work. However, any such allowance shall not be included on the monthly invoice unless the Contractor has received prior approval from the City.

Receiving payment from the City for material stored on site does not in any manner relieve Contractor of either its responsibility to properly protect the material or its sole liability to replace material damaged or stolen. Payment by the City shall not be evidence that the City either approves material as suitable for the Work intended, or that the City accepts any liability for the safe storage and protection of the material or its replacement if damaged or stolen.

The City reserves the right to request additional documentation from the Contractor to support any request for payment.

2. After determining the accuracy of monthly invoices, and after deducting previous payments made, the City shall pay to the Contractor ninety-five percent (95%) of the amount of the approved invoice. The five percent (5%) retained percentage shall be held by the City until the Work is complete.

3. The City shall make payment to the Contractor within forty-five (45) days from the date each invoice is received by the City or its agent responsible for approval of such invoices.

Within twenty (20) days after receipt of the invoice, the City shall notify the Contractor of any defect or impropriety which would prevent payment within the forty-five (45) day limit.

The City's failure to pay within forty-five (45) days shall allow the Contractor to assess a finance charge not to exceed one percent (1%) per month.

SECTION 8. OBLIGATION TO SUBCONTRACTOR / INTEREST RATE

- A. Within seven (7) days after receipt of amounts paid to the Contractor by the City, the Contractor shall take one of two steps relating to Work performed by the Subcontractor.
 1. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the Work performed by the Subcontractor under that Contract; or
 2. Notify the City and the Subcontractor, in writing, of intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

Unless the Contractor has complied with subsections 1 or 2 above, interest shall accrue to the Subcontractor at the rate of one percent (1%) per month.

- B. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the payment clause in this Section shall not be construed to be an obligation of the City. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

The Contractor shall require each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

- C. Upon written request and authorization to do so, the City may consider making payments directly to Subcontractors and deduct the amount due the Contractor. Any amount so paid by the City shall be subject to the five percent (5%) retainage. Any such payment shall not relieve the Contractor of any obligations under this Contract nor shall any such payment limit or reduce any recourse of action or rights of the City relative to this Contract.

SECTION 9. COMPLIANCE WITH ALL LAWS / FOREIGN AND DOMESTIC BUSINESSES-AUTHORITY TO TRANSACT BUSINESS IN THE STATE / COMPLIANCE WITH FEDERAL IMMIGRATION LAW

- A. Compliance With All Laws:

Contractor shall comply with all federal, State and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the Scope Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract, for example, demolition, land disturbance, and/or right-of-way permits, prior to the initiation of Work. Contractor shall maintain all such licenses and permits throughout the term of this Contract. Failure to maintain such licenses and permits and to provide copies to the City shall constitute a material breach of this Contract.

B. Foreign and Domestic Businesses-Authority to Transact Business in the State:

Contractor, whether organized as a stock or non-stock Corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract. The Contractor's failure to remain in compliance with the provisions of this Section shall be deemed a material breach of this Contract.

- C. During the performance of the Contract, Contractor certifies it does not and shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

SECTION 10. APPLICABLE LAW / VENUE

A. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the Parties in the Commonwealth of Virginia.

B. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division if applicable.

SECTION 11. NONDISCRIMINATION

- A. Employment discrimination by Contractor is prohibited. During the performance of this Contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on its behalf, shall state that Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

- B. The Contractor will include the provisions of the foregoing subsections 1 through 3 in every

Subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or vendor.

SECTION 12. DRUG-FREE WORKPLACE PROVISIONS

During the performance of this Contract, the Contractor agrees as follows:

1. Contractor will provide a drug-free workplace for the Contractor's employees.
2. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
4. Contractor will include the provisions of the foregoing clauses in every Subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, where the employees at such site are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

SECTION 13. NON-ASSIGNMENT CLAUSE

Contractor shall not assign its rights and duties under this Contract without the prior written consent of the City.

SECTION 14. ENVIRONMENTAL CONSIDERATION

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties, or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, State or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, Subcontractors, consultants, subconsultants, or any other persons, Corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This Section shall survive the termination, cancellation or expiration of this Contract.

SECTION 15. FAITH BASED NON-DISCRIMINATION

The City of Hampton does not discriminate against faith based organizations as that term is defined in Virginia Code Section 2.2-4343.1

SECTION 16. FORMAL CORRESPONDENCE / REPRESENTATIVES AND NOTICES

Any notice, demand, or request by or made pursuant to this Contract shall be deemed properly made if personally delivered in writing or sent by the Parties in the United States mail, postage paid, to the representative specified below or as otherwise designated in writing and mutually agreed.

All formal correspondence from Contractor to City shall be addressed to:

Department Contract Administrator Name
Paul Tyler Richardson
550 N. Back River Rd.
Hampton, VA 23669

All formal correspondence from the City to the Contractor shall be addressed to:

Contractor Project Manager Name

With a copy to: Lavinia Whitley, Deputy Finance/Procurement Director
Procurement Department
1 Franklin Street
Hampton, Virginia 23669

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

SECTION 17. ENTIRE AGREEMENT AND MODIFICATIONS

- A. The Contract shall be signed by the City and the Contractor.
- B. The Contract Documents shall be the whole and entire agreement between the City and the Contractor, and cannot be modified, altered, or amended except in writing and signed by the Parties. No agreements, verbal or written, shall be interpreted as a change or modification to this Contract unless issued as prescribed in Sections 17(C) and (D).
- C. Formal, written modifications shall be the only method used to change the Contract between the City and the Contractor. Any change otherwise issued and accepted by the Contractor is so accepted by the Contractor at its own risk. Any Extra Work performed by the Contractor subsequent to such acceptance is also at the Contractor's own risk.
- D. Formal written communications proposing to change Scope of Work, terms and conditions, cost of Contract, shall be addressed as specified in Contract.
- E. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.
- F. If any provision of this Contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Contract, and all other provisions of this Contract shall remain in force and effect.

SECTION 18. CORRELATION OF DOCUMENTS

The City will furnish to the Contractor, free of charge, copies of Drawings and/or Specifications reasonably necessary for the execution of the Work.

The City will be responsible for the adequacy of design and sufficiency of the Drawings and/or Specifications, issuing, if necessary, addendum to clarify the Work. However, when the Work involved is that common to a trade or industry, which may be judged as acceptable, or not by commonly accepted standards for a specific trade, the Contractor shall not use the inadequacy or omission of Drawing detail or Specification language to excuse its failure to perform to the highest industry standards. All Drawings and/or Specifications shall remain the property of the City and shall not be reused on other Work by the Contractor.

SECTION 19. ACCESS TO WORK SITE

The City shall provide access to the site upon which the Work under this Contract is to be done and to such other areas which are designated for use by the Contractor.

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that may be required for temporary facilities, or for storage of materials.

SECTION 20. WORK SITE CONDITIONS/DISCREPANCIES

The Contractor, by careful examination, shall satisfy itself as to the nature and location of the Work, the character of equipment and facilities needed preliminarily to and during prosecution of the Work, the general and local conditions, and all other matters which may in any way affect the Work under this Contract.

If the Contractor finds any discrepancy between the Drawings and/or Specifications and the physical conditions of the Work site, or any errors or omissions in Drawings and/or Specifications, it immediately shall inform the Project Manager in writing, and the Project Manager promptly shall verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk except in the event of an emergency.

SECTION 21. CHANGED CONDITIONS

During the course of the Work and before such conditions are disturbed, except in the event of any emergency, the Contractor promptly shall notify the Project Manager in writing of previously unknown conditions at the Work site, differing materially from those ordinarily encountered and which prevent the proper execution of the Work of the character provided for in this Contract. The Project Manager promptly shall investigate the conditions; and if he finds that such conditions materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract formally modified accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless it has given notice as required above and the Contract has been formally modified.

SECTION 22. MATERIAL AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities of a quantity and quality necessary for the execution and completion of the Work. If required, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials.

The Contractor promptly shall notify the Project Manager in writing if any change in materials as specified is contemplated or proposed. Any such proposed change shall be investigated promptly, and if found to be

necessary and/or acceptable, the Contract shall be modified formally. Any change in materials shall be made at the Contractor's own risk unless approved as prescribed above.

SECTION 23. PERMITS, UTILITY FEES, AND BUSINESS LICENSE

Utility fees of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Utility fees for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified.

Permits (building, plumbing, mechanical, and electrical) shall be obtained from the Division of Building Inspection prior to performance of Work. No permit fee will be charged for City-owned property. However, fees will be charged for all other publicly owned property.

Contractor shall comply with business license requirements on all publicly owned Projects.

SECTION 24. ROYALTIES AND PATENTS

The Contractor shall pay all applicable royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and save harmless the City from loss on account thereof except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

SECTION 25. SUPERINTENDENCE

The Contractor shall keep assigned to the Project at all times during its progress, a representative who shall represent the Contractor and have authority to make decisions in day-to-day activities.

SECTION 26. EMPLOYEES

At all times, the Contractor shall enforce proper discipline and order among its employees and shall seek to avoid employing on the Work any unfit person or anyone not skilled in the Work assigned to him. Adequate sanitary facilities shall be provided by the Contractor. The Contractor shall be responsible for complying with all OSHA requirements.

SECTION 27. APPLICABLE FEDERAL, STATE, AND LOCAL RESPONSIBILITIES

The Contractor shall keep itself fully informed of all applicable federal, state, and local ordinances, regulations, and laws. It shall at all times observe and comply with said ordinances, regulations, and laws. It further shall post all notices to the public and employees as required.

SECTION 28. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, flagmen, barricades, and signage in accordance with requirements of the Project Manager and take all reasonable precautions for the protection and safety of the public. It continuously shall maintain reasonable protection of all Work from damage, and shall take all reasonable precautions to protect property from injury or loss arising in connection with this Contract. The Contractor shall take reasonable precautions to protect private property adjacent to the Project from such nuisances as debris and excessive noise. It shall make good any damage, injury, or loss to its Work and to the property or the City resulting from lack of reasonable protective precautions except such as may be caused by agents or employees of the City.

SECTION 29. EMERGENCY WORK

If a situation affects the safety of life, the Work, or adjoining property, without special instructions or authorization from the Project Manager, the Contractor is permitted to act at its discretion to prevent such

threatening loss or injury. It also shall act, without appeal, if the Project Manager so authorizes or instructs. Any compensation claimed by the Contractor for emergency work shall be negotiated and approved by the City in writing.

SECTION 30. SUBCONTRACTS

As soon as practicable after signing the Contract, but in any event prior to the performance of any Work on the Project, the Contractor shall notify the City in writing of the names of Subcontractors proposed for the Work, designating the portions of Work to be performed by each. This list shall include the estimated dollar amount with each and identify those firms who are defined as a Minority Business Enterprise, Small Business Enterprise, and Woman-Owned Enterprise.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university as defined in § 2.2-1604, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"State agency" means any authority, board, department, instrumentality, institution, agency, or other unit of state government. "State agency" shall not include any county, city, or town.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

The Contractor agrees that it is as fully responsible for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

SECTION 31. ORDER OF COMPLETION

The Contractor shall submit, as soon as practical after Award of Contract, a schedule which shall show the order (and value of) in which the Contractor proposes to carry on the Work, with dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. The schedule of values, once approved by City, shall be the basis for submittal and approval of monthly progress payments.

SECTION 32. SEPARATE CONTRACTS

The City reserves the right to allow other Contractors to provide goods or perform services in connection with the Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of materials and the execution of Work and properly shall connect and coordinate its Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractors, the Contractor shall inspect and promptly report to the Project Manager any defects in such Work that render it unsuitable for such proper execution and results.

SECTION 33. PROJECT MANAGER'S STATUS

The Project Manager at all times shall have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

The Project Manager shall perform technical inspection of the Work. He has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. He also shall have authority to reject all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished Work. If the specifications, the Project Manager's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the Project Manager timely notice to its readiness for inspection, and if the inspection is by an authority other than the City, of the date fixed for such inspection. If any Work required to be inspected should be covered without proper approval or consent, if required, it must be uncovered for examination and properly restored at the Contractor's expense.

Reexamination of any Work may be ordered, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract, the City shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract, the Contractor shall pay such cost.

The Project Manager's presence and actions do not replace the legal requirements of the Commonwealth and/or local building codes. Notwithstanding the Project Manager's actions or instructions, the Contractor shall adhere to all building code requirements regarding inspection and approvals.

Whenever Work being done by the City's forces, utility companies, or by other contractors' forces is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

Within a reasonable time after presentation to him, the Project Manager shall make decisions in writing on all matters relating to the execution and progress of the Work or the interpretation of the Specifications and/or drawings.

In making these decisions, the Project Manager shall have authority to make interpretations and minor changes as to the scope of Work not involving extra cost, and not inconsistent with the purpose of the

Work. If the Contractor claims that any such instructions involve extra cost, it shall give written notice thereof within ten (10) days, after the receipt of such instruction. Except in an emergency endangering life and/or property, the City shall accept no extra cost unless pursuant to a formal modification of the Contract.

SECTION 34. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the Work until final acceptance. The Contractor shall be responsible for damage to or destruction of the Work caused by the negligence of the Contractor, or any other party under the control and supervision of the Contractor. The Contractor agrees to make no claims against the City for damages for the Work from any cause except negligence or willful acts of the City, improper or faulty design, acts of any foreign or domestic enemy, or acts of war. Contractor shall obtain and maintain in force until City's Final Acceptance of Project, Builders' Risk Insurance that fully covers any loss or damage to Project.

SECTION 35. CHANGES IN THE WORK

The City may make changes in the Drawings and Specifications or scheduling of the Contract within the general scope at any time. If such changes add to or deduct from the Contractor's cost of the Work, the Contract price shall be adjusted accordingly. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be included as part of the negotiated Change Order.

SECTION 36. EXTENSION OF TIME

- A. Extension of time stipulated in the Contract for completion of the Work will be made when formally approved changes in the Work increase the overall scope; when the Work is suspended; or when the Work of the Contractor is delayed on account of physical conditions or acts of others which could not have been foreseen by, or which were beyond the control of the Contractor, its Subcontractors, and which were not the result of its fault or negligence.
- B. **NO TIME EXTENSION WILL BE GRANTED BY THE CITY UNLESS THE FOLLOWING PROCESS IS FOLLOWED.**

If, during any month the Contractor is unable to Work for reasons beyond its control and believes it is due an extension, it shall submit in writing, along with its monthly request for progress payments, a request for the extension which clearly explains the circumstances which it feels justifies an extension. The request will be reviewed by the City and a written response, granting or rejecting the request, will be issued. Any request for days older than the current month will be dismissed without consideration. Time extensions shall constitute a formal change to the Contract terms and conditions and shall be issued accordingly.

SECTION 37. SUSPENSION OF WORK

The City may at any time suspend the Work, or any part thereof, by giving ten (10) days' notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expenses incurred as a result of such suspension.

SECTION 38. TERMINATION

- A. **Contractor's Right to Stop Work or Terminate Contract**

If the Work should be suspended by City, stopped under an order of any court or other public authority, or delayed by Project Manager's failure to respond for a period of more than three (3) months, through no act or fault of the Contractor or of anyone employed by it, upon having given ten (10) days written notice, and having received no reply, the Contractor may

terminate Contract. The Contractor shall be paid for all Work properly executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

B. Non-Appropriation – Availability of Funds

It is understood and agreed between the Parties that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City immediately shall notify Contractor of such occurrence, and this Contract shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to the City of any kind whatsoever.

C. Termination for Convenience

The City may at any time, and for any reason terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal.

In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for the Work satisfactorily completed and accepted by the City at the time of termination. If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further Work under this Contract, and turn over to the City any Work completed or in process for which payment has been made.

D. Termination with Cause/Default – Cancellation

If the Contractor for any reason or through any cause shall be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal.

Unless otherwise provided, the Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Contractor to cure the default, the City immediately may cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further Work under the Contract, and turn over to the City any Work in process for which payment has been made.

In the event of violations of law, safety, or health standards and regulations, this Contract immediately may be cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

SECTION 39. REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion for any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property, failing to do so, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

SECTION 40. PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to final completion, any portion of the Work has been satisfactorily completed, and if the Project Manager determines that access to that portion is not required for the future operation of the Contractor, the Project Manager may issue to the Contractor a certificate of partial completion, and

thereupon or at any time thereafter the City may take over and use the portion of the Work described in such certificate.

The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the Work to which it relates if it has failed to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the Contractor or its Sureties from any obligations under this Contract or performance bond.

If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the City may determine, unless otherwise provided.

SECTION 41. PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

As a result of discovered evidence, the City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss caused by:

- A. Defective Work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- C. Failure of the Contractor of making payments properly to Subcontractors or for material or labor; or
- D. Damage to another Contractor.

SECTION 42. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor promptly shall remove from the premises all materials and Work condemned by the Project Manager as failing to meet Contract requirements, regardless of whether incorporated in the Work, and the Contractor promptly shall replace materials and/or re-execute Work in accordance with the Contract and without expense to the City and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned Work and materials within ten (10) days after written notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the City.

SECTION 43. CLEAN UP

The Contractor shall remove at its own expense from the Work site and from all public and private property all temporary storage structures, rubbish, and waste materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to the Contractor by the Project Manager where such disposal is in accordance with local ordinances.

SECTION 44. ACCEPTANCE AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is completed or ready for final inspection and acceptance, the Project Manager promptly will make such inspection; and when he finds the Work acceptable under the Contract and the Contract fully performed or completed, he promptly shall issue a certificate, over his own signature, stating that the Work required by this Contract has been completed or completed and is accepted by him under the terms and

conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of Work with specified amounts for each incomplete or defective item or Work, is due and payable. The date of Completion of a Project or specified area of a Project is the date when the construction is sufficiently completed in accordance with the Contract as modified by any Change Orders agreed to by the Parties so that the City may occupy the Project or specified area of the Project for the use for which it is intended.

- B. The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled claims or from faulty Work appearing within the guarantee period provided in the Special Conditions, from the requirements of the Drawings and Specifications, or from manufacturer's guarantees. It also shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

SECTION 45. HOLD HARMLESS-INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

SECTION 46. INSURANCE

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

- A. Workers' Compensation Insurance as required under Virginia Code Title 65.2.
- B. Comprehensive General Liability Insurance, including Contractual liability and products and completed operations liability coverages, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limits (CSL). Such insurance shall name the City of Hampton as an additional insured by policy endorsement.
- C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limits (CSL).
- D. Umbrella/Excess Liability Insurance at limits not less than Two Million and 00/100 Dollars (\$2,000,000.00).

Contractor shall submit to the Procurement Officer certificates of insurance with endorsement to the policy attached, prior to beginning Work under this Contract and no later than ten (10) days after Award of the Contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in the State, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified by Contractor without thirty (30) days prior written notice to the City.

The Contractor's insurance shall be used primary and the City's primary coverage shall not be used to satisfy any Claims.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE CITY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE CITY SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

The certificates of insurance shall list the City of Hampton, 1 Franklin Street, Hampton, Virginia 23669, as the additional insured for the Project. The endorsement to the policy would be that which is attached to the Contractor's liability policy that acknowledges the City as an additional insured on all policies the City requires to be endorsed. This shall be either a direct endorsement that actually names the City or a blanket endorsement that the Contract states that the City will be named as an additional insured on the insurance policy.

SECTION 47. PAYMENT/PERFORMANCE BONDS

Unless otherwise noted, all Surety documents required herein shall be received and approved by the Procurement Officer prior to beginning Work under the Contract and not later than ten (10) days after issuance of the "Notice of Intent to Award" or "Notice of Award" (whichever is sooner) for this ITB. Each of the required bonds shall be payable to the City of Hampton. Bonds shall be executed by one or more Surety companies legally authorized to issue bonds and do business in the Commonwealth. Said bonds shall be payable to the City of Hampton, 1 Franklin Street, Hampton, Virginia 23669. With the exception of any required Bid Bond, each of the required bonds shall be maintained through the term of the Contract and any extensions.

Contractor shall furnish to the City a payment bond and a performance bond in conformity with the Virginia Code §§ 2.2-4337, *et seq.* Each bond shall be payable to the City of Hampton and each in the sum of the City's Contract amount. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and each payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work.

SECTION 48. CLAIMS FOR EXTRA COMPENSATION

If Contractor encounters Work and services not included in this Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, before it begins the Work on which it bases its claim, Contractor shall promptly notify the City in writing of its intention to perform the Work and to make claim for extra compensation. Notification by Contractor under the terms of this Section shall not be construed as proving the validity of the claim. **No claim for extra compensation will be filed or considered unless notification is given as herein set forth.**

Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as Extra Work in accordance with the terms of a supplemental agreement executed by the Parties before such Work is begun.

The amounts claimed as extra compensation by Contractor shall be itemized separately, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the Extra Work and the costs claimed for the Work.

SECTION 49. SUBMISSION AND DISPOSITION OF CONTRACTUAL CLAIMS

Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of City and/or result in mitigation or elimination of the effects of the claim.

Therefore, a written statement providing City with notice of Contractor's intention to file a claim which (i) describes the act or omission by City or its agents that Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to City within twenty (20) days of the time of the occurrence or beginning of the Work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of Contractor to result from its acting on an order from City, it immediately shall take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Contract price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by Contractor. Neither an oral notice or statement, nor an untimely notice of statement will be sufficient to satisfy the requirements herein.

The City will review the claim and render a final decision in writing thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

SECTION 50. SIGNATURE AUTHORITY

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of the Contract and the performance of such party's obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Revised October 3, 2016

SIGNATURE OF PARTIES

As evidence of their Contract to the preceding terms and conditions set forth herein, the Parties affix their authorized signatures hereto:

Approved as to form and legal sufficiency:

CITY OF HAMPTON:

City Attorney

City Manager/Authorized Designee

Date: _____

Date: _____

CORPORATE SIGNATURE BLOCK:

[CORPORATION NAME]

By: _____
(Name of Corporate Officer – please print)

Its: _____
Title

(Signature) _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017

by _____, _____ (title) of _____

a _____ (state name) _____ (limited liability
company/partnership/limited liability partnership/corporation) on its behalf. He/She ☐ is
known to me personally, or ☐ has produced

_____ as identification.

Notary Public

My Commission expires: _____

Registration No: _____

PROCUREMENT OFFICE
Division of Finance
Community, Municipal Services/Education
Hampton, Virginia

CONTRACT PERFORMANCE AND PAYMENT BOND
PROJECT NO. 17-69E

KNOW ALL MEN BY THESE PRESENTS: That, we

_____ a
(Name of Contractor)

(Corporation, Partnership or Individual)

hereinafter called "Principal" and _____,
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are by this performance and payment bond held and firmly bound
unto _____

hereinafter called "City", in the penal sum under each bond of

_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that: Whereas, the Principal entered
into a certain contract with the City, dated the _____ day of _____, a copy of which
is hereto attached and made a part hereof for the construction of:

PERFORMANCE

NOW, THEREFORE, if the said principals shall well and faithfully do and perform the
things agreed by him to be done and performed and shall comply with all terms of the aforesaid
Contract and plans and specifications, advertisement, proposal, made a part hereof and shall

maintain and replace all defective work under this Contract for a period of one (1) year from its acceptance, and shall protect and save harmless the actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work, or in the failure to properly safeguard the same, and from all claims arising under the workman's compensation laws or from infringement of any patent rights, then this obligation shall be void; otherwise to remain in full force and virtue.

PAYMENT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

CONTRACT PERFORMANCE AND PAYMENT BOND
PROJECT NO. 17-69E

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed and affixed by their officers in that behalf duly authorized this ____ day of _____

(For use by an individual
trading under trade name)

Trading as _____

(For use by partnership)

(Partnership Name)

(Partner)

(For use by corporation)

(Corporate Name)

By _____

(Corporate Officer Signature)

(Indicate Official Position)

Surety

By _____ (Seal)

Attorney-in-Fact

Countersigned: _____

Resident Virginia Agent

Registration No. _____

Address

Telephone Number

NOTE: Submit Certificate of Power-of-Attorney with Bond

**RETAINED FUNDS
ESCROW AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____
_____ by, between and among the City of Hampton, Virginia (City), _____
_____ (Contractor), _____ (Name of Bank),
_____ (Address of
Bank), a trust company, bank, or savings and loan institution with its principal office located in
the Commonwealth (hereinafter referred to collectively as "Bank") and _____
_____ ("Surety") provides:

I.

The City and the Contractor have entered into a contract with respect to:

_____ ("the contract").

This Agreement is pursuant to, but in no way amends or modifies, the contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the contract, the City is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the City, elected to have these retained amounts held in escrow by the Bank. This Agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of, the contract or any other instrument or Agreement between the City and the Contractor.

III.

The City shall from time to time, pursuant to its contract, pay to the Bank amounts retained by it under the contract. Except as to amounts actually withdrawn from Escrow by the City, the Contractor shall look solely to the Bank for the payment of funds retained under the contract and paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks drawn by the City and made payable to it as Escrow Agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement.

1. United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills.
2. Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States.
3. Bonds or notes of the Commonwealth of Virginia.
4. Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A".
5. Certificates of deposit issued by commercial banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.
6. Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase Agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase Agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase Agreement a fair market value equal to at least one hundred percent (100%) of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder, which matures more than five (5) years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

One of the following methods may be used to withdraw funds from the escrow account:

1. The Contractor may from time to time withdraw the whole or any portion of the escrow funds by depositing with the Bank approved securities listed in Section V above in an amount equal to or in excess of the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.
2. Upon receipt of a direction signed by the City Manager or Director of Finance, the Bank shall pay the principal of the fund, or any specified amount thereof, to the City. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

3. Upon receipt of a direction signed by the City Manager or Director, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have caused their names to be
hereunto subscribed and affixed by their officers in that behalf duly authorized this
_____day of _____, 2015.

CITY OF HAMPTON, VIRGINIA

BY _____
" MANAGER

ATTEST:

CLERK

CONTRACTOR

BY _____
OFFICER, PARTNER OR CITY

BANK

BY _____
PRESIDENT/VICE-PRESIDENT

SURETY

BY _____
ATTORNEY-IN-FACT

PRE-BID QUESTION FORM

I.T.B. ITB 17-69E

DATE: _____

NAME: _____

COMPANY: _____

SPECIFICATION SECTION _____ PARAGRAPH _____

A separate form must be used for each question. Submit all Pre-Bid Question Forms to the City of Hampton Procurement Office, Fax number (757) 727-2207. All questions are due in the Procurement Office no later than March 3, 2017 at 4:00 PM. NO EXCEPTIONS.

CONTRACTOR QUESTIONNAIRE FORM (ITB 17-69E)

If requested by the City, the following questions shall be answered in full by the bidder, and returned to the City within 72 hours.

1. Name of Company:

Trade Name (if different from Company Name)

Principal Office Address: _____

Telephone No (s). _____

Fax No(s). _____

Email Address(es) _____

a. If a Corporation, answer the following:

When Incorporated: _____

What State: _____

Virginia State Corporation Commission # _____

b. If an Unincorporated Organization, answer the following:

Date of Organization: _____

Names and addresses of City's or Members:

Type and State of Organization: _____

c. If a Partnership, state whether the Partnership is General or Limited:

Names and Addresses of City's or Partners:

2. Experience:

- a. How many years has this bidder been in business as a Contractor under its present business name? _____
- b. What are the prior names of this bidder, if any?

3. How many years of experience in this type of construction work does this bidder have?

- a. As a Contractor? _____
- b. As a Subcontractor? _____

4. Provide a list of uncompleted contracts/projects at present held by this bidder. (attach supplemental sheet if necessary)

Contract/Project	Type of Work	Amount	% Complete

5. List the bidder's crew foremen and supervisors proposed for this project and their years of related experience:

Name	Years of Experience	Dates of Employment with Bidder

6. What construction equipment does this bidder own that is available for the proposed work? (attach supplemental sheet if necessary)

7. Does this bidder plan to subcontract any part of this work? If so, list name, address, years of experience, and type and amount of work to be performed by each Subcontractor.

8. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this bidder during the past three years. (attach supplemental sheet if necessary)

(The term "completed" means accepted and final payment received from the City or authorized representative)

Location & Type of Work	City's Name and Address	Contact person (name and telephone)	Date Completed	Contract Price

9. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under 8, this question need not be completed.)

10. Bidder Responsibility:

- a. Has this bidder ever failed to complete any work awarded to it? _____ If yes, give name of city, name of Bonding Company and circumstances:

- b. Is this bidder debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county?

Yes _____ No _____ If yes, please provide details:

- c. Has this bidder ever had any judgments entered against it for breach of contract for construction? _____ If yes, please provide details:

- d. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet if necessary)

11. State approximate largest dollar volume of work performed by this bidder in one year:

12. Give two (2) Banking Institution References:

a. Name: _____

Address: _____

Credit Available: _____

b. Name: _____

Address: _____

Credit Available: _____

13. List three (3) material suppliers and amount of credit available:

a. Name: _____

Address: _____

Credit Available: _____

b. Name: _____

Address: _____

Credit Available: _____

c. Name: _____

Address: _____

Credit Available: _____

14. List insurance coverage (attach certificate of insurance in required project amount)

15. Bonding reference: List surety company and highest coverage:

16. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Bid Documents?

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the City in verification of this statement of contractor's qualifications. Also, if it is the apparent low bidder, the undersigned hereby agrees to furnish the City upon request, a complete and current financial statement:

Contractor: _____

By: _____ (Sign and Print Name)

Title: _____

Date: _____

**THE FOLLOWING DOCUMENTS ARE BID RESPONSE DOCUMENTS.
PLEASE RETURN THE SECTIONS LISTED BELOW WITH YOUR BID
SUBMITTAL**

- 1. Response Form For Project ITB No. 17-69E pages 48-49**
- 2. Pricing Sheet, page 50**
- 3. Scope, pages 52-56**
- 4. Certification Regarding Debarment, page 57**
- 5. Notice of Escrow Option, pages 58-59**
- 6. Anti-Collusion/Nondiscrimination/Drug Free Workplace, page 60**
- 7. Addenda Acknowledgement, page 61**
- 8. 10 day notice to commence work, page 62**

PROCUREMENT OFFICE
Division of Finance
Community, Municipal Services/Education
Hampton, Virginia

RESPONSE FORM FOR PROJECT ITB NO. ITB 17-69E

In compliance with solicitation dated February 21, 2017 the undersigned proposes to furnish all labor, equipment, and materials and perform all work in strict accordance with all requirements for:

CITYWIDE CONCRETE LEVELING AND LIFTING

The above scope of work to be performed at the dollar amount(s) stated herein.

The undersigned agrees and assures that:

- . All prices stated herein shall be firm for a period of _____ calendar days.
(90 days minimum)
- . If bidder's response is accepted and a purchase order issued, bidder will accept same and fulfill requirements in strict compliance with all terms and conditions.
- . If in acceptance of bidder's response, bidder is asked to execute a formal Contract; and/or required to furnish a payment bond and a performance bond; and/or required to furnish a certificate of insurance, bidder will execute and furnish same within ten (10) calendar days of such notice, and that failure to do so will mean forfeiture of any surety bidder may have been required to post as part of bidder's response.
- . Bidder's business is organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia, as amended, or as otherwise required by law.
- . If a Contractor/bidder is registered with the Commonwealth of Virginia as a Class _____; Registration No. _____.
***** In Accordance with §54.1-1115, A1. and A6 Bidder should include a copy of Contractors License with Bid Response. *****
- . Bidder meets all licensing and permit requirements to conduct business in the City of Hampton, Virginia.

RESPONSE FORM FOR PROJECT ITB NO: 17-69E

Submitted By:

Company Name _____

Street Address _____

City/State/Zip _____

Phone _____ FAX _____

Date: _____

Federal ID # _____ SCC Registration # _____

DUNS # _____

The BIDDER, in compliance with the Request for concrete leveling and lifting HEREBY PROPOSES to furnish all labor, materials and equipment, and to complete the project in accordance with the Contract Documents, within the time set forth therein, and for the bid price stated herein. Said price shall cover all expenses incurred in performing the Work required by the Contract Documents, of which this proposal is a part.

Discrepancies between multiplication of units of work and unit prices will be resolved in favor of unit prices, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in the favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

Total Contract Bid Price (Written) _____

Figure \$ _____

**SCHEDULE OF UNIT PRICES OWNER: HAMPTON, VIRGINIA
FOR CONCRETE LIFTING & LEVELING and OTHER RELEVANT SERVICES INDEFINITE
QUANTITY CONTRACT**

The unit prices have been computed in accordance with the specifications and conditions provided. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. The prices quoted shall include, without exception, all materials, labor, equipment, clean-up, building permits or fees, and the Contractor's labor, overhead, profit, mobilization, demobilization and other mark-ups, and in full accordance with the Specifications. Include allowance for waste where appropriate. The unit prices shall be maintained throughout the contract period. Unit prices shall be used in determining additions or deductions from the total contract award amount in the event of changes in the work.

PRICING SHEET

ITEM	DESCRIPTION	PRICE PER UNIT	ANTICIPATED UNIT QTY PER WORK ORDER	EXTENDED PRICE PER W/O GROUP	ANTICIPATED # OF W/O GROUPS PER YEAR	EXTENDED PRICE
1	Small Group of Work Orders: Concrete Lifting & Leveling utilizing Polyurethane Foam Injections A group of work orders with a total material usage <100 lbs.	\$ _____ * /LB	50 =	\$ _____ *	40 =	\$ _____
2	Medium Group of Work Orders: Concrete Lifting & Leveling utilizing Polyurethane Foam Injections A group of work orders with a total material usage between 101-499 lbs.	\$ _____ * /LB	150 =	\$ _____ *	5 =	\$ _____
3	Large Group of Work Orders: Concrete Lifting & Leveling utilizing Polyurethane Foam Injections A group of work orders with a total material usage >500 lbs.	\$ _____ * /LB	100 =	\$ _____ *	2 =	\$ _____
4	Concrete Grinding	\$ _____ * Per L/F	5 =	\$ _____ *	25 =	\$ _____
5	Joint Caulking	\$ _____ * Per L/F	10 =	\$ _____ *	25 =	\$ _____
6	Concrete Patching	\$ _____ * Per S/F	1 =	\$ _____	25 =	\$ _____
Total of Items 1-6						\$ _____

SCOPE OF WORK / PROJECT OVERVIEW: The Contractor shall fully execute the work to include providing polyurethane foam injections to lift and level settled concrete slabs as well as other uses in and around the City of Hampton, Virginia. In the event polyurethane foam injections are not applicable in the correction of a settled concrete slab, the Contractor shall be able to offer alternative remedies such as grinding to remedy the issue.

TECHNICAL SPECIFICATIONS:

Section 1- General

1.1 Description

- 1.1 This project involves the leveling of sunken slabs and densification of subsoil by utilizing polyurethane foam injection. For areas in which polyurethane lifting is not applicable, grinding will be utilized to smooth down the slab adjacent to the settling concrete slab. Additionally, the Contractor will joint fill cracks or patch missing sections of concrete with appropriate materials when needed.
- 1.2 Work will be scheduled promptly, but on an as needed basis, at the City's discretion throughout the allotted contract term.
- 1.3 Labor, materials, equipment and supervision will be provided by the Contractor to complete the project in agreement with these conditions.
- 1.4 Contractor shall include and provide traffic maintenance on all residential roads or projects in which the Contractor can mobilize on City property without a material traffic disruption. The Contractor may charge for traffic control on other roadways when required and approved in advance based on case-by-case quotations.
- 1.5 The Contractor is required to have the capacity to be on-site to a non-emergency request within 24 hours, and the capacity to be on-site for an emergency work request within 2 hours of notice.

1.2 Mandatory Pre-Bid Conference

- 2.1 A Pre-Bid Conference shall be conducted for all prospective bidders. All bidding contractors must attend this Pre-Bid Conference. A list of those companies present will be recorded.
- 2.2 All prospective bidders shall attend a mandatory pre-bid conference at {11:00A.M.} on {March 1, 2017} in the City of Hampton, Virginia at the following address: {550 N. Back River Rd.}

1.3 Quality Assurance

- 3.1 Contractor must have 10 years of experience in polyurethane foam application.
- 3.2 The Contractor must have successfully installed projects of a similar scope and nature, within the City limits.
- 3.3 Contractor must provide their Approved Applicator Certificate from the manufacturer of the polyurethane formulation.
- 3.4 Contractor must provide a reference list of 10 previous clients, including contact name and phone numbers, for which the contractor has successfully performed soil compaction, concrete lifting, or under sealing of similar size and scope to this project.

- 3.5 The Contractor will have a minimum of 3 production unit/ "Rigs". Each unit will contain at least 2 injection guns and 1 proportioning unit.
- 3.6 Contractor's Site Supervisor must have a minimum of 175,000 sq. ft. experience with lifting concrete slabs utilizing polyurethane foam.
- 3.7 Contractor's Site Supervisor must possess a Master Installer Certification or Project Manager Certification from the Spray Polyurethane Foam Alliance (SPFA) or an equivalent ISO 9000 qualified program.
- 3.8 The Contractor's Site Supervisor must present documentation that he/she has successfully completed the SPF Chemical Health & Safety Training Program as provided by The American Chemistry Council.

1.4 Measurement and Payment

- 4.1 The City will request an inspection and estimate for a specific area of concern based on the contract rates.
- 4.2 Contractor shall provide a price estimate based on the measurement and analysis of the sunken concrete slabs at the proposed work site including the anticipated material usage. If approved, the contractor will proceed within the allotted response time and complete the work and record the quantity of actual material used.
- 4.3 Payment for all work done shall be calculated by the quantity of material actually used multiplied by the contract unit price.

Section 2- Concrete Slab Lifting and Subsoil Stabilization

2.1 Description

- 1.1 This work is to include the lifting, leveling, and stabilizing of compromised concrete slabs utilizing a hydrophobic polyurethane foam injection. Compromised slabs shall be raised level with the immediately adjacent slabs, or otherwise as directed by the project engineer depending on the scope of the particular application.
- 1.2 Uses for concrete slab lifting and subsoil stabilization include, but are not limited to:
 - Sidewalk Tripping Hazard
 - Roadway Slab
 - Rear Easement Backyard Residential Swales
 - Roadway Curb & Gutter
 - Storm Water Drop Inlet
 - Void Filling
 - Driveway and/or Apron
 - Interior Slab
 - Stoop & Stairs
 - Handicap Entrance Ramp
 - Pool Deck
 - Picnic Pavilion

2.2 Polyurethane Material

- 2.1 The polyurethane foam used shall be JACKCRETE 6200H or approved equal.
- 2.2 The reacted polyurethane will have a minimal free rise density of 4 lbs/ft³ and a minimum compressive strength of 100 psi.
- 2.3 The product will be unaffected by water in its component reaction. Therefore, the injected product is not significantly disturbed by soil wetness or free water beneath the concrete, with greater than 80% closed cells.
- 2.4 Within 15 minutes from the time of injection, the polyurethane foam will have reached 90% of full compressive strength.

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Density, in place, pcf., min.	6	ASTMD-1622
Compressive strength, psi, min.	100	ASTMD-1621
Closed-cell content, percent, min.	>90%	ASTMD-2856
Tensile Strength, psi, min.	140	ASTMD-1623
Shear Strength, psi, min.	60	ASTMC-273
Water Absorption, lbs./ sq. ft.	<.05	ASTMD-2842

2.3 Materials, Delivery, and Storage

- 3.1 Deliver materials to the site in their original, tightly sealed containers, all clearly labeled with manufacturer's name, product identification and lot number.
- 3.2 Safely store materials in their original containers out of the weather and where the temperatures are within the limits specified by the manufacturer.
- 3.3 All materials shall be stored in compliance with applicable fire and safety requirements.
- 3.4 Protect materials from damage during transit, handling, storage and installation. Applicator shall provide secure storage for all materials.

2.4 Equipment

- 4.1 The contractor will have a minimum of 3 production units. The following equipment is to be provided by the Contractor on each unit:
 - A. Proportioning equipment capable of injecting polyurethane foam underneath concrete slabs at specified and measurable volumes to control the rate and magnitude of concrete lifting.
 - B. All production units truck mounted or trailer mounted shall properly control the temperature, pressure, and proportionate mixing of the polyurethane component materials. This includes all proportioning units, guns, electric generators, heaters, hoses, valves, compressors, gauges, and containers necessary in the control and completion of the specified work. All devices should be capable of maintaining self-sustaining operations without additional supplied utilities. No utilities to be provided by the City.

- C. Electric drills capable of drilling 5/8" diameter holes in concrete slabs for polyurethane injection, along with all necessary safety equipment. These drills should be capable of drilling so much as 5 feet deep.
- D. Suitable elevation measurement devices to insure concrete is raised to the correct grade as required for the completion of work. Elevation measurement devices should be capable of 1/1000" accuracy. These devices will also be utilized in the determination of incorrectly graded concrete slabs.
- E. All personal protective equipment (PPE) necessary to maintain a safe work environment during the course of work.

2.5 Process

- 5.1 The Contractor is to furnish all labor, materials, equipment, and supervision for the entire scope of work less any engineering oversight or traffic control for specific project conditions or objectives.
- 5.2 The Contractor shall inspect each work location and profile the concrete as determined from the elevation measurement devices used to determine beginning slab characteristics.
- 5.3 The Contractor shall submit concrete profile measurements into modeling software, or other approved means, to determine anticipated material usage to achieve the desired concrete movement. This material usage will be utilized to estimate price for City approval prior to proceeding.
- 5.4 The concrete slab is to be strategically drilled while taking precautions to not damage the area surrounding the hole with correct hole location placement being critical.
- 5.5 The proportioning unit injection gun is to be fixed to an injection port secured to the drilled hole. Polyurethane foam is to be injected into the subsoil until all known or encountered voids are adequately filled and/or the concrete lifting is achieved. At time of injection, the Contractor's Site Supervisor is to record the amount of material injected.
- 5.6 When working on roadways or other specialized projects requiring multiple injection sites in numerous slabs of varying sizes, a series of 5/8" holes shall be drilled through the relevant slabs corresponding to the Contractor's project set-up schematic. Precautions shall be taken to avoid damage to the area around the holes.
- 5.7 While the polyurethane foam is being injected through the injection port, the surface shall be monitored with an elevation measurement device to ensure accurate grading.
- 5.8 All raised concrete sections shall match the grade of the adjacent slabs. Corrections to the grade of adjacent slabs shall be made in areas affected by multiple settling slabs. Final work is considered successful if affected slabs are corrected to within a nominal 1/4" (+/-) variance.
- 5.9 The Contractor's injection ports are to be removed and disposed of following injection completion. Drilled holes shall be filled thoroughly with shrink-resistant, color-matching grout.
- 5.10 The work area shall be thoroughly swept following daily work completion.

2.6 Submittals

- 6.1 Any alternate products shall be submitted to the owner and/or owner's representative with their bid to allow for product review. Alternate product submittals shall include: all appropriate technical data sheets, manufacturer's references, warranty, follow-up inspection policy and outline, material safety data sheets, and a typical, physical sample (3" x 3" x 3") to be used as a standard of quality.
- 6.2 Applicator shall submit to owner's representative at time of bid:
 - A. Reference projects, with contacts, substantiating years of experience and completion of minimum prior work submitted by contractor. See the attached Reference Worksheet.
 - B. Provide specimen copy of warranty document.
- 6.3 The Contractor shall issue a 2 Year, Full-System Warranty to the {CITY} stipulating that if the repaired areas drop more than 1/4 inches from their repaired height during the warranty period, Contractor will make repairs at no cost to the City. Contractor warrants the goods/services furnished to be of the highest quality and be free from defects for the warranty period which will be effective the date of installation. If installed, the warranty shall include all materials, labor and supervision costs. Replacements and repairs shall be made by the Contractor at no cost and to the satisfaction of the City. Any supplied materials shall carry the manufacturer's standard material warranty.

Section 3- Concrete Slab Grinding

3.1 Description

- 1.1 This work is to include the grinding of concrete slabs for areas in which polyurethane lifting is not applicable. Industrial strength diamond-toothed concrete grinding machines will be used to grade unlevel sections of concrete slabs to render the edges even with adjacent slab(s).

3.2 Quality Assurance

- 2.1 Contractor must provide a reference list of 3 previous clients, including contact name and phone numbers, for which the contractor has successfully performed concrete slab grinding of similar size and scope to this project.
- 2.2 Contractor must have at least 3 years of experience in concrete slab grinding.

3.3 Process

- 3.1 The Contractor is to furnish all labor, materials, equipment, and supervision for the entire scope of work less any engineering oversight or traffic control for specific project conditions or objectives.
- 3.2 The following equipment is to be provided by the Contractor:
 - A. Both handheld and walk-behind concrete grinding apparatus including all blades capable of removing small layers of concrete from the top of a concrete slab.
 - B. All personal protective equipment (PPE) necessary to maintain a safe work environment during work.
 - C. Suitable elevation measurement devices to ensure that the grade created through grinding is within the allowable variance for completed work.
- 3.3 A profile of the concrete determined from the elevation measurement devices shall be used to determine the amount of grinding necessary. The grinding tool

- to be used shall be determined by the Contractor based on visual factors and experience.
- 3.4 The designated slab(s) are to be strategically ground so that the edge of the designated slab is even with the adjacent slab(s) within an acceptable variance.
 - 3.5 Contractor shall follow OSHA recommendations on limiting silica dust exposure to crew members and the public (see *Controlling Silica Exposures in Exposures in Construction*, OSHA.gov)
 - 3.6 Following grinding completion, the Contractor shall thoroughly clean the work area.

Section 4- Joint Sealing/Concrete Patching

4.1 Description

- 1.1 This work is to include filling cracks or missing sections of concrete with appropriate materials.

4.2 Quality Assurance

- 2.1 Contractor must provide a reference list of 3 previous clients, including contact name and phone numbers, for which the contractor has successfully performed joint sealing of similar size and scope to this project.
- 2.2 Contractor must have at least 3 years of experience in joint sealing.

4.3 Materials

- 3.1 Sikaflex®-1a elastomeric sealant or approved equal must be used for joint sealing. When exposed, the caulk shall closely match the color of the concrete.
- 3.2 Sika Pro Select Backer Rod or approved equal must be used when necessary for joint sealing.
- 3.3 Sika Grout 212 or approved equal must be used for concrete patching.

4.4 Process

- 4.1 To prevent contamination and ensure proper bonding, all dirt, debris, moisture and other foreign materials must be removed from the joint/hole and from the surrounding area. Joints shall be fully dry before sealing.
- 4.2 The backer rod shall be placed in the joint to stop three-sided bonding of the sealant (see manufacturer's instructions) when necessary.
- 4.3 The sealant shall be inserted into the existing joint and filled from the backer rod up to 3/8" below pavement surface (see manufacturer's guidelines).
 - A. Concrete patching materials shall be properly mixed to uniform consistency and installed within 15 minutes (per manufacturer's recommendations).
- 4.4 Contractor shall properly cordon off and/or warn the public of wet materials to avoid disruption during the dry times required. Contractor's barriers/signage shall be promptly removed by the contractor upon the product curing.
- 4.5 The Contractor shall clean up and properly discard all trash.

RESPONSE FORM FOR PROJECT ITB NO. ITB 17-69E

CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

NOTICE OF ESCROW OPTION FOR RETAINED FUNDS

If this is a bid for construction as defined in Virginia Code Section 2.2-4334 in the amount of \$200,000.00 or more, I/we elect to utilize the escrow account procedure described in the provisions of this proposal if determined to be the successful low bidder(s) _____ (yes/no). Date: _____

Any subcontract for such public project which provides for similar progress payments shall be subject to the provisions of this section.

OPTIONAL PROVISIONS FOR RETAINED FUNDS ON CERTAIN CONSTRUCTION CONTRACTS

- At the time the Contractor submits a Bid Response, the Contractor shall have the option to use the escrow account procedure for utilization of retained funds by so indicating in the space provided in the response documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the bid package shall be executed and submitted to the _____ within fifteen (15) calendar days after notification of award of the bid. If the "Escrow Agreement" form is not submitted as noted herein before, the Contractor shall forfeit such rights to the use of the escrow account procedure. In order to have retained funds paid to an escrow agent, the Contractor, the Escrow Agent and the Surety shall execute the "Escrow Agreement" form and submit same to the City of Hampton, Virginia for approval. The Contractor's Escrow Agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the Escrow Agent and Surety, and the executed "Escrow Agreement" will be authority for the City of Hampton, Virginia to make payment of retained funds to the Escrow Agent. After approving the agreement, the City of Hampton, Virginia will pay to the Escrow Agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the Escrow Agent. The Escrow Agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.
- Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the City. When the final estimate is released for voucher, the City will direct the Escrow Agent to settle the escrow account by paying the Contractor or the monies due them as determined by the City. The City reserves the right to recall retained funds and to release same to the Surety upon receipt of written request from the Contractor or in the event of default.
- This option shall be applicable only to contractors with Contracts for \$200,000.00, or more, for the construction of highways, roads, streets, bridges, parking

lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures and the installation of water, gas, sewer lines, and pumping stations.

▪ This option shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter. The installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

▪ Should the "Escrow Agreement" include payment of interest on retained funds, the Contractor, exclusive of reasonable circumstances beyond the control of the Contractor stated in the Contract, shall pay the specified penalty for each day exceeding the completion date stated in the Contract.

▪ Any subcontract for such public project which provides for similar progress payments shall be subject to the provisions of this section.

It is the goal of the City to track participation of Small Businesses (SBE), Minority Businesses (MBE) and Woman-owned Businesses (WBE). The Contractor is requested to voluntarily report the total dollars which will be subcontracted to each of the business classifications pertaining to this Contract. List the dollar figures separately for each general classification.

If the Contractor does not plan to subcontract, place zeros in the appropriate spaces.

Total SBE Dollars to be Subcontracted \$_____

Total MBE Dollars to be Subcontracted \$_____

Total WBE Dollars to be Subcontracted \$_____

Total Non Minority Dollars to be
Subcontracted \$_____

This information will enable the City to determine the amount of business the City does with small, minority and woman-owned businesses. With the Contractor's cooperation it will be more possible to fully understand and evaluate the City's performance in this important segment of the market.

RESPONSE FORM FOR ITB NO. 17-69E

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL BIDDER'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL BIDDER'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER THAT THE SUCCESSFUL BIDDER MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUCCESSFUL BIDDER OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL BIDDER IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES AS FOLLOWS:
 - a. THE BIDDER, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL BIDDER. THE SUCCESSFUL BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER, SHALL STATE THAT SUCH SUCCESSFUL BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

THE SUCCESSFUL BIDDER WILL INCLUDE THE PROVISIONS OF PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of BIDDER:

Date: _____ Authorized Signature: _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Identification Number/Social Security Number: _____

Is Bidder a "minority" business? ☐ Yes ☐ No If yes, please indicate the "minority" classification below:
☐ African American ☐ Hispanic American ☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other; Please Explain:
Is Bidder Woman Owned? ☐ Yes ☐ No
Is Bidder a Small Business? ☐ Yes ☐ No
Is Bidder a Faith-Based Organization? ☐ Yes ☐ No Is Bidder a Service Disabled Veteran ☐ Yes ☐ No

RESPONSE FORM FOR ITB NO. 17-69E

Addenda:

The undersigned initial acknowledges receipt of the following addenda (if applicable).

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

No. 6 _____

RESPONSE FORM FOR PROJECT ITB NO. 17-69E

The undersigned agrees that if awarded the Contract, the bidder will commence Work within 10 calendar days after the date of notice to proceed letter, and that the bidder will complete all Work, as specified (to include codes inspection and City acceptance) to be completed **within 0** calendar days acknowledging the City's right, per Article II, of the Contract, to assess Liquidated Damages of \$ 0 **per day**.

(For individual trading in his individual name)

_____ Date: _____

(Print)

(Signature)

(For use by an individual trading under trade name)

_____ Date: _____

(Print)

(Signature)

Trading as

(Print)

(Signature)

(For use by partnership)

_____ Date: _____

(Partnership Name Printed)

(Partner/Signature)

(For use by a corporation)

_____ Date: _____

(Corporate Name Printed)

By

(Corporate Officer Signature)

(Name Printed)

Indicate Official Position

Attest: _____

Corporate Secretary



PROCUREMENT OFFICE
Division of Finance
Community, Municipal Services/Education
Hampton, Virginia

RESPONSE FORM FOR PROJECT ITB NO. ITB 17-69E

In compliance with solicitation dated February 21, 2017 the undersigned proposes to furnish all labor, equipment, and materials and perform all work in strict accordance with all requirements for:

CITYWIDE CONCRETE LEVELING AND LIFTING

The above scope of work to be performed at the dollar amount(s) stated herein.

The undersigned agrees and assures that:

- . All prices stated herein shall be firm for a period of 90 calendar days.
(90 days minimum)
- . If bidder's response is accepted and a purchase order issued, bidder will accept same and fulfill requirements in strict compliance with all terms and conditions.
- . If in acceptance of bidder's response, bidder is asked to execute a formal Contract; and/or required to furnish a payment bond and a performance bond; and/or required to furnish a certificate of insurance, bidder will execute and furnish same within ten (10) calendar days of such notice, and that failure to do so will mean forfeiture of any surety bidder may have been required to post as part of bidder's response.
- . Bidder's business is organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia, as amended, or as otherwise required by law.
- . If a Contractor/bidder is registered with the Commonwealth of Virginia as a Class A; Registration No. 2701019530
***** In Accordance with §54.1-1115, A1. and A6 Bidder should include a copy of Contractors License with Bid Response. *****
- . Bidder meets all licensing and permit requirements to conduct business in the City of Hampton, Virginia.

RESPONSE FORM FOR PROJECT ITB NO: 17-69E

Submitted By:

Company Name RPC INDUSTRIES, INC. D.B.A. JACKCRETE of Virginia

Street Address 705 Industry Drive

City/State/Zip Hampton, VA 23661

Phone 757-827-7822

FAX 757-827-5069

Date: 03/07/17

Federal ID # 54-1126289

SCC Registration # 0201502-2

DUNS # 112979190

The BIDDER, in compliance with the Request for concrete leveling and lifting HEREBY PROPOSES to furnish all labor, materials and equipment, and to complete the project in accordance with the Contract Documents, within the time set forth therein, and for the bid price stated herein. Said price shall cover all expenses incurred in performing the Work required by the Contract Documents, of which this proposal is a part.

Discrepancies between multiplication of units of work and unit prices will be resolved in favor of unit prices, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in the favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

Total Contract Bid Price (Written) Forty Four Thousand Four Hundred Seventeen Dollars and Fifty Cents

Figure \$ \$44,417.50

**SCHEDULE OF UNIT PRICES OWNER: HAMPTON, VIRGINIA
FOR CONCRETE LIFTING & LEVELING and OTHER RELEVANT SERVICES INDEFINITE
QUANTITY CONTRACT**

The unit prices have been computed in accordance with the specifications and conditions provided. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. The prices quoted shall include, without exception, all materials, labor, equipment, clean-up, building permits or fees, and the Contractor's labor, overhead, profit, mobilization, demobilization and other mark-ups, and in full accordance with the Specifications. Include allowance for waste where appropriate. The unit prices shall be maintained throughout the contract period. Unit prices shall be used in determining additions or deductions from the total contract award amount in the event of changes in the work.

PRICING SHEET

ITEM	DESCRIPTION	PRICE PER UNIT	ANTICIPATED UNIT QTY PER WORK ORDER	EXTENDED PRICE PER W/O GROUP	ANTICIPATED # OF W/O GROUPS PER YEAR	EXTENDED PRICE
1	Small Group of Work Orders: Concrete Lifting & Leveling utilizing Polyurethane Foam Injections A group of work orders with a total material usage <100 lbs.	\$ <u>13.89</u> * /LB	50 =	\$ <u>694.50</u> *	40 =	\$ <u>27,780</u>
2	Medium Group of Work Orders: Concrete Lifting & Leveling utilizing Polyurethane Foam Injections A group of work orders with a total material usage between 101-499 lbs.	\$ <u>8.81</u> * /LB	150 =	\$ <u>1,321.50</u> *	5 =	\$ <u>6,607.50</u>
3	Large Group of Work Orders: Concrete Lifting & Leveling utilizing Polyurethane Foam Injections A group of work orders with a total material usage >500 lbs.	\$ <u>5.03</u> * /LB	500 =	\$ <u>2,515</u> *	2 =	\$ <u>5,030</u>
4	Concrete Grinding	\$ <u>25</u> * Per L/F	5 =	\$ <u>125</u> *	25 =	\$ <u>3,125</u>
5	Joint Caulking	\$ <u>5</u> * Per L/F	10 =	\$ <u>50</u> *	25 =	\$ <u>1,250</u>
6	Concrete Patching	\$ <u>25</u> * Per S/F	1 =	\$ <u>25</u>	25 =	\$ <u>625</u>
Total of Items 1-6						\$ <u>44,417.50</u>

SCOPE OF WORK / PROJECT OVERVIEW: The Contractor shall fully execute the work to include providing polyurethane foam injections to lift and level settled concrete slabs as well as other uses in and around the City of Hampton, Virginia. In the event polyurethane foam injections are not applicable in the correction of a settled concrete slab, the Contractor shall be able to offer alternative remedies such as grinding to remedy the issue.

TECHNICAL SPECIFICATIONS:

Section 1- General

1.1 Description

- 1.1 This project involves the leveling of sunken slabs and densification of subsoil by utilizing polyurethane foam injection. For areas in which polyurethane lifting is not applicable, grinding will be utilized to smooth down the slab adjacent to the settling concrete slab. Additionally, the Contractor will joint fill cracks or patch missing sections of concrete with appropriate materials when needed.
- 1.2 Work will be scheduled promptly, but on an as needed basis, at the City's discretion throughout the allotted contract term.
- 1.3 Labor, materials, equipment and supervision will be provided by the Contractor to complete the project in agreement with these conditions.
- 1.4 Contractor shall include and provide traffic maintenance on all residential roads or projects in which the Contractor can mobilize on City property without a material traffic disruption. The Contractor may charge for traffic control on other roadways when required and approved in advance based on case-by-case quotations.
- 1.5 The Contractor is required to have the capacity to be on-site to a non-emergency request within 24 hours, and the capacity to be on-site for an emergency work request within 2 hours of notice.

1.2 Mandatory Pre-Bid Conference

- 2.1 A Pre-Bid Conference shall be conducted for all prospective bidders. All bidding contractors must attend this Pre-Bid Conference. A list of those companies present will be recorded.
- 2.2 All prospective bidders shall attend a mandatory pre-bid conference at {11:00A.M.} on {March 1, 2017} in the City of Hampton, Virginia at the following address: {550 N. Back River Rd.}

1.3 Quality Assurance

- 3.1 Contractor must have 10 years of experience in polyurethane foam application.
- 3.2 The Contractor must have successfully installed projects of a similar scope and nature, within the City limits.
- 3.3 Contractor must provide their Approved Applicator Certificate from the manufacturer of the polyurethane formulation.
- 3.4 Contractor must provide a reference list of 10 previous clients, including contact name and phone numbers, for which the contractor has successfully performed soil compaction, concrete lifting, or under sealing of similar size and scope to this project.

- 3.5 The Contractor will have a minimum of 3 production unit/ "Rigs". Each unit will contain at least 2 injection guns and 1 proportioning unit.
- 3.6 Contractor's Site Supervisor must have a minimum of 175,000 sq. ft. experience with lifting concrete slabs utilizing polyurethane foam.
- 3.7 Contractor's Site Supervisor must possess a Master Installer Certification or Project Manager Certification from the Spray Polyurethane Foam Alliance (SPFA) or an equivalent ISO 9000 qualified program.
- 3.8 The Contractor's Site Supervisor must present documentation that he/she has successfully completed the SPF Chemical Health & Safety Training Program as provided by The American Chemistry Council.

1.4 Measurement and Payment

- 4.1 The City will request an inspection and estimate for a specific area of concern based on the contract rates.
- 4.2 Contractor shall provide a price estimate based on the measurement and analysis of the sunken concrete slabs at the proposed work site including the anticipated material usage. If approved, the contractor will proceed within the allotted response time and complete the work and record the quantity of actual material used.
- 4.3 Payment for all work done shall be calculated by the quantity of material actually used multiplied by the contract unit price.

Section 2- Concrete Slab Lifting and Subsoil Stabilization

2.1 Description

- 1.1 This work is to include the lifting, leveling, and stabilizing of compromised concrete slabs utilizing a hydrophobic polyurethane foam injection. Compromised slabs shall be raised level with the immediately adjacent slabs, or otherwise as directed by the project engineer depending on the scope of the particular application.
- 1.2 Uses for concrete slab lifting and subsoil stabilization include, but are not limited to:
 - Sidewalk Tripping Hazard
 - Roadway Slab
 - Rear Easement Backyard Residential Swales
 - Roadway Curb & Gutter
 - Storm Water Drop Inlet
 - Void Filling
 - Driveway and/or Apron
 - Interior Slab
 - Stoop & Stairs
 - Handicap Entrance Ramp
 - Pool Deck
 - Picnic Pavilion

2.2 Polyurethane Material

- 2.1 The polyurethane foam used shall be JACKCRETE 6200H or approved equal.
- 2.2 The reacted polyurethane will have a minimal free rise density of 4 lbs/ft³ and a minimum compressive strength of 100 psi.
- 2.3 The product will be unaffected by water in its component reaction. Therefore, the injected product is not significantly disturbed by soil wetness or free water beneath the concrete, with greater than 80% closed cells.
- 2.4 Within 15 minutes from the time of injection, the polyurethane foam will have reached 90% of full compressive strength.

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Density, in place, pcf., min.	6	ASTMD-1622
Compressive strength, psi, min.	100	ASTMD-1621
Closed-cell content, percent, min.	>90%	ASTMD-2856
Tensile Strength, psi, min.	140	ASTMD-1623
Shear Strength, psi, min.	60	ASTMC-273
Water Absorption, lbs./ sq. ft.	<.05	ASTMD-2842

2.3 Materials, Delivery, and Storage

- 3.1 Deliver materials to the site in their original, tightly sealed containers, all clearly labeled with manufacturer's name, product identification and lot number.
- 3.2 Safely store materials in their original containers out of the weather and where the temperatures are within the limits specified by the manufacturer.
- 3.3 All materials shall be stored in compliance with applicable fire and safety requirements.
- 3.4 Protect materials from damage during transit, handling, storage and installation. Applicator shall provide secure storage for all materials.

2.4 Equipment

- 4.1 The contractor will have a minimum of 3 production units. The following equipment is to be provided by the Contractor on each unit:
 - A. Proportioning equipment capable of injecting polyurethane foam underneath concrete slabs at specified and measurable volumes to control the rate and magnitude of concrete lifting.
 - B. All production units truck mounted or trailer mounted shall properly control the temperature, pressure, and proportionate mixing of the polyurethane component materials. This includes all proportioning units, guns, electric generators, heaters, hoses, valves, compressors, gauges, and containers necessary in the control and completion of the specified work. All devices should be capable of maintaining self-sustaining operations without additional supplied utilities. No utilities to be provided by the City.

- C. Electric drills capable of drilling 5/8" diameter holes in concrete slabs for polyurethane injection, along with all necessary safety equipment. These drills should be capable of drilling so much as 5 feet deep.
- D. Suitable elevation measurement devices to insure concrete is raised to the correct grade as required for the completion of work. Elevation measurement devices should be capable of 1/1000" accuracy. These devices will also be utilized in the determination of incorrectly graded concrete slabs.
- E. All personal protective equipment (PPE) necessary to maintain a safe work environment during the course of work.

2.5 Process

- 5.1 The Contractor is to furnish all labor, materials, equipment, and supervision for the entire scope of work less any engineering oversight or traffic control for specific project conditions or objectives.
- 5.2 The Contractor shall inspect each work location and profile the concrete as determined from the elevation measurement devices used to determine beginning slab characteristics.
- 5.3 The Contractor shall submit concrete profile measurements into modeling software, or other approved means, to determine anticipated material usage to achieve the desired concrete movement. This material usage will be utilized to estimate price for City approval prior to proceeding.
- 5.4 The concrete slab is to be strategically drilled while taking precautions to not damage the area surrounding the hole with correct hole location placement being critical.
- 5.5 The proportioning unit injection gun is to be fixed to an injection port secured to the drilled hole. Polyurethane foam is to be injected into the subsoil until all known or encountered voids are adequately filled and/or the concrete lifting is achieved. At time of injection, the Contractor's Site Supervisor is to record the amount of material injected.
- 5.6 When working on roadways or other specialized projects requiring multiple injection sites in numerous slabs of varying sizes, a series of 5/8" holes shall be drilled through the relevant slabs corresponding to the Contractor's project set-up schematic. Precautions shall be taken to avoid damage to the area around the holes.
- 5.7 While the polyurethane foam is being injected through the injection port, the surface shall be monitored with an elevation measurement device to ensure accurate grading.
- 5.8 All raised concrete sections shall match the grade of the adjacent slabs. Corrections to the grade of adjacent slabs shall be made in areas affected by multiple settling slabs. Final work is considered successful if affected slabs are corrected to within a nominal 1/4" (+/-) variance.
- 5.9 The Contractor's injection ports are to be removed and disposed of following injection completion. Drilled holes shall be filled thoroughly with shrink-resistant, color-matching grout.
- 5.10 The work area shall be thoroughly swept following daily work completion.

2.6 Submittals

- 6.1 Any alternate products shall be submitted to the owner and/or owner's representative with their bid to allow for product review. Alternate product submittals shall include: all appropriate technical data sheets, manufacturer's references, warranty, follow-up inspection policy and outline, material safety data sheets, and a typical, physical sample (3" x 3" x 3") to be used as a standard of quality.
- 6.2 Applicator shall submit to owner's representative at time of bid:
 - A. Reference projects, with contacts, substantiating years of experience and completion of minimum prior work submitted by contractor. See the attached Reference Worksheet.
 - B. Provide specimen copy of warranty document.
- 6.3 The Contractor shall issue a 2 Year, Full-System Warranty to the {CITY} stipulating that if the repaired areas drop more than 1/4 inches from their repaired height during the warranty period, Contractor will make repairs at no cost to the City. Contractor warrants the goods/services furnished to be of the highest quality and be free from defects for the warranty period which will be effective the date of installation. If installed, the warranty shall include all materials, labor and supervision costs. Replacements and repairs shall be made by the Contractor at no cost and to the satisfaction of the City. Any supplied materials shall carry the manufacturer's standard material warranty.

Section 3- Concrete Slab Grinding

3.1 Description

- 1.1 This work is to include the grinding of concrete slabs for areas in which polyurethane lifting is not applicable. Industrial strength diamond-toothed concrete grinding machines will be used to grade unlevel sections of concrete slabs to render the edges even with adjacent slab(s).

3.2 Quality Assurance

- 2.1 Contractor must provide a reference list of 3 previous clients, including contact name and phone numbers, for which the contractor has successfully performed concrete slab grinding of similar size and scope to this project.
- 2.2 Contractor must have at least 3 years of experience in concrete slab grinding.

3.3 Process

- 3.1 The Contractor is to furnish all labor, materials, equipment, and supervision for the entire scope of work less any engineering oversight or traffic control for specific project conditions or objectives.
- 3.2 The following equipment is to be provided by the Contractor:
 - A. Both handheld and walk-behind concrete grinding apparatus including all blades capable of removing small layers of concrete from the top of a concrete slab.
 - B. All personal protective equipment (PPE) necessary to maintain a safe work environment during work.
 - C. Suitable elevation measurement devices to ensure that the grade created through grinding is within the allowable variance for completed work.
- 3.3 A profile of the concrete determined from the elevation measurement devices shall be used to determine the amount of grinding necessary. The grinding tool

- to be used shall be determined by the Contractor based on visual factors and experience.
- 3.4 The designated slab(s) are to be strategically ground so that the edge of the designated slab is even with the adjacent slab(s) within an acceptable variance.
 - 3.5 Contractor shall follow OSHA recommendations on limiting silica dust exposure to crew members and the public (see *Controlling Silica Exposures in Exposures in Construction*, OSHA.gov)
 - 3.6 Following grinding completion, the Contractor shall thoroughly clean the work area.

Section 4- Joint Sealing/Concrete Patching

4.1 Description

- 1.1 This work is to include filling cracks or missing sections of concrete with appropriate materials.

4.2 Quality Assurance

- 2.1 Contractor must provide a reference list of 3 previous clients, including contact name and phone numbers, for which the contractor has successfully performed joint sealing of similar size and scope to this project.
- 2.2 Contractor must have at least 3 years of experience in joint sealing.

4.3 Materials

- 3.1 Sikaflex®-1a elastomeric sealant or approved equal must be used for joint sealing. When exposed, the caulk shall closely match the color of the concrete.
- 3.2 Sika Pro Select Backer Rod or approved equal must be used when necessary for joint sealing.
- 3.3 Sika Grout 212 or approved equal must be used for concrete patching.

4.4 Process

- 4.1 To prevent contamination and ensure proper bonding, all dirt, debris, moisture and other foreign materials must be removed from the joint/hole and from the surrounding area. Joints shall be fully dry before sealing.
- 4.2 The backer rod shall be placed in the joint to stop three-sided bonding of the sealant (see manufacturer's instructions) when necessary.
- 4.3 The sealant shall be inserted into the existing joint and filled from the backer rod up to 3/8" below pavement surface (see manufacturer's guidelines).
 - A. Concrete patching materials shall be properly mixed to uniform consistency and installed within 15 minutes (per manufacturer's recommendations).
- 4.4 Contractor shall properly cordon off and/or warn the public of wet materials to avoid disruption during the dry times required. Contractor's barriers/signage shall be promptly removed by the contractor upon the product curing.
- 4.5 The Contractor shall clean up and properly discard all trash.

RESPONSE FORM FOR PROJECT ITB NO. ITB 17-69E

CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Bryan ? Heldreth

Bryan Heldreth

Name of Official

Vice President

Title

RPC INDUSTRIES, INC D.B.A. JACKCRETE of Virginia

Firm or Corporation

3/7/17

Date

NOTICE OF ESCROW OPTION FOR RETAINED FUNDS

If this is a bid for construction as defined in Virginia Code Section 2.2-4334 in the amount of \$200,000.00 or more, I/we elect to utilize the escrow account procedure described in the provisions of this proposal if determined to be the successful low bidder(s) No (yes/no). Date: 3/7/17

Any subcontract for such public project which provides for similar progress payments shall be subject to the provisions of this section.

OPTIONAL PROVISIONS FOR RETAINED FUNDS ON CERTAIN CONSTRUCTION CONTRACTS

- At the time the Contractor submits a Bid Response, the Contractor shall have the option to use the escrow account procedure for utilization of retained funds by so indicating in the space provided in the response documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the bid package shall be executed and submitted to the within fifteen (15) calendar days after notification of award of the bid. If the "Escrow Agreement" form is not submitted as noted herein before, the Contractor shall forfeit such rights to the use of the escrow account procedure. In order to have retained funds paid to an escrow agent, the Contractor, the Escrow Agent and the Surety shall execute the "Escrow Agreement" form and submit same to the City of Hampton, Virginia for approval. The Contractor's Escrow Agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the Escrow Agent and Surety, and the executed "Escrow Agreement" will be authority for the City of Hampton, Virginia to make payment of retained funds to the Escrow Agent. After approving the agreement, the City of Hampton, Virginia will pay to the Escrow Agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the Escrow Agent. The Escrow Agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.
- Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the City. When the final estimate is released for voucher, the City will direct the Escrow Agent to settle the escrow account by paying the Contractor or the monies due them as determined by the City. The City reserves the right to recall retained funds and to release same to the Surety upon receipt of written request from the Contractor or in the event of default.
- This option shall be applicable only to contractors with Contracts for \$200,000.00, or more, for the construction of highways, roads, streets, bridges, parking

lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures and the installation of water, gas, sewer lines, and pumping stations.

▪ This option shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter. The installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

▪ Should the "Escrow Agreement" include payment of interest on retained funds, the Contractor, exclusive of reasonable circumstances beyond the control of the Contractor stated in the Contract, shall pay the specified penalty for each day exceeding the completion date stated in the Contract.

▪ Any subcontract for such public project which provides for similar progress payments shall be subject to the provisions of this section.

It is the goal of the City to track participation of Small Businesses (SBE), Minority Businesses (MBE) and Woman-owned Businesses (WBE). The Contractor is requested to voluntarily report the total dollars which will be subcontracted to each of the business classifications pertaining to this Contract. List the dollar figures separately for each general classification.

If the Contractor does not plan to subcontract, place zeros in the appropriate spaces.

Total SBE Dollars to be Subcontracted \$ 0

Total MBE Dollars to be Subcontracted \$ 0

Total WBE Dollars to be Subcontracted \$ 0

Total Non Minority Dollars to be
Subcontracted \$ 0

This information will enable the City to determine the amount of business the City does with small, minority and woman-owned businesses. With the Contractor's cooperation it will be more possible to fully understand and evaluate the City's performance in this important segment of the market.

RESPONSE FORM FOR ITB NO. 17-69E

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL BIDDER'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL BIDDER'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER THAT THE SUCCESSFUL BIDDER MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUCCESSFUL BIDDER OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL BIDDER IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER SHALL BE PROHIBITED:

- I. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES AS FOLLOWS:
 - a. THE BIDDER, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL BIDDER. THE SUCCESSFUL BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER, SHALL STATE THAT SUCH SUCCESSFUL BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

THE SUCCESSFUL BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of BIDDER:

Date: 3/7/17

Authorized Signature: Bryan T. Heldreth

Printed Name: Bryan Heldreth

Title: Vice President

Phone Number: 757-827-7822

Fax Number: 757-827-5069

Email Address: bryan@jackcrete.com

Federal Tax Identification Number/Social Security Number: 54-1126289

Is Bidder a "minority" business? Yes ☒ No ☐
African American Hispanic American

If yes, please indicate the "minority" classification below:

American Indian Eskimo Asian American Aleut Other; Please Explain:

Is Bidder Woman Owned? Yes ☒ No ☐

Is Bidder a Small Business? Yes ☒ No ☐

Is Bidder a Faith-Based Organization? Yes ☒ No ☐

Is Bidder a Service Disabled Veteran Yes ☒ No ☐

RESPONSE FORM FOR ITB NO. 17-69E

Addenda:

The undersigned initial acknowledges receipt of the following addenda (if applicable).

No. 1 <u>Bth</u>	No. 2 _____	No. 3 _____
No. 4 _____	No. 5 _____	No. 6 _____

RESPONSE FORM FOR PROJECT ITB NO. 17-69E

The undersigned agrees that if awarded the Contract, the bidder will commence Work within 10 calendar days after the date of notice to proceed letter, and that the bidder will complete all Work, as specified (to include codes inspection and City acceptance) to be completed **within** 0 calendar days acknowledging the City's right, per Article II, of the Contract, to assess Liquidated Damages of \$ 0 **per day**.

(For individual trading in his individual name)

_____ Date: _____

(Print)

(Signature)

(For use by an individual trading under trade name)

_____ Date: _____

(Print)

(Signature)

Trading as

(Print)

(Signature)

(For use by partnership)

_____ Date: _____

(Partnership Name Printed)

(Partner/Signature)

(For use by a corporation)

RPC INDUSTRIES, INC D.B.A. JACKCRETE of Virginia Date: 3/7/17

(Corporate Name Printed)

By

Bryan T. Heldreth
(Corporate Officer Signature)

Bryan Heldreth

(Name Printed)

Vice President

Indicate Official Position



State of Virginia

County of Hampton

The foregoing instrument was subscribed and sworn before me
this 8th day of March, 2017. By Robin W. Lee
Notary - Robin W. Lee Commission Expires 05/31/2017

Project NO. ITB 17-69E

Technical Specifications

Section 1-General

1.3 Quality Assurance

3.4 Reference List

	Entity	Contact Name	Contact #	\$ Value	Description
1	Norfolk Public Schools	Joe Grow	757-376-0860	\$2,496	Sidewalk Lifting at Little Creek Elementary School. 07/15/14
2	Norfolk Public Schools	Joe Grow	757-376-0860	\$4,875	Sidewalk Lifting at Ingleside Elementary School. 11/6/14
3	Norfolk Public Schools	Joe Grow	757-376-0860	\$4,999	Sidewalk Lifting at Chesterfield Academy. 05/26/15
4	EMCOR Government Services	Kevin Herman	757-390-8734	\$2,925	Sidewalk Lifting at Coast Guard Station. 09/27/16
5	EMCOR Government Services	Kevin Herman	757-390-8734	\$15,442	Sidewalk Lifting at Coast Guard Station. 12/23/16
6	City of Hampton Stormwater Division	Gregory Pressey	757-726-2959	\$753	Concrete Swale Lift at 6 Michelle Drive. 12/27/16
7	City of Newport News Parks & Recreation Department	Jamison Ditto	757-570-0474	\$485	Walkway Lift at Nicewood Park. 01/03/17
8	City of Hampton Stormwater Division	Gregory Pressey	757-726-2959	\$2,272	Pipe Sealing, Void filling and lifting at several Hampton Locations. 01/20/17
9	Gloucester County Public Schools	Dave Miller	804-693-1207	\$5,298	Interior Slab Lifting at Gloucester County High School's Visitor Locker Room and Concession Stand. 02/24/17
10	City of Newport News Parks & Recreation Department	Jamison Ditto	757-570-0474	\$570.25	Handicap Ramp Lift at Doris Miller Community Center. 03/02/17

Section 2- Concrete Slab Lifting and Subsoil Stabilization

2.6 Submittals

6.2A

Location & Type of Work	City's Name and Address	Contact Person (name and telephone)	Date Completed	Contract Price
Little Creek Elementary School / Lifting Sidewalk	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	07/15/14	\$2,496
Little Creek Elementary School / Lifting Sidewalk	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	07/15/14	\$2,494
Booker T Washington High School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	09/26/14	\$4,967
Ingleside Elementary School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	11/6/14	\$4,875
Norview Elementary School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	11/17/14	\$4,265
Lake Taylor High School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	11/25/14	\$4,785
Ghent Academy Elementary School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	04/03/15	\$4,999
Chesterfield Academy/ Sidewalk Lifts	Norfolk Public Schools & 966	Joe Grow / 757-376-0860	05/26/15	\$4,999

	Bellmore Ave., Norfolk, VA 23518			
Camp Allen Elementary School / Sidewalk & Stoop Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757- 376-0860	08/19/15	\$4,812
Easton Pre- School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757- 376-0860	11/4/15	\$2,288
Oceanair Elementary School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757- 376-0860	11/13/15	\$6,493
Coast Guard Station Yorktown Mini Mart/ Sidewalk Lifts	EMCOR Government Services & P.O. Box 6513, Building 62, Yorktown, VA 23690	Kevin Herman/ 757-390-8734	09/27/16	\$2, 925
Coast Guard Station Yorktown/ Sidewalk Lifts & Grinds	EMCOR Government Services & P.O. Box 6513, Building 62, Yorktown, VA 23690	Kevin Herman/ 757-390-8734	12/23/16	\$15,442
6 Michelle Drive/ Concrete Swale Lift	City of Hampton Storm Water Division & 419 North Armistead Ave., Hampton, VA 23666	Gregory Pressey/ 757-726-2959	12/27/16	\$753
Nicewood Park/ Walkway Lift	City of Newport News Parks & Recreation Dept. & 13564 Jefferson Avenue, Newport News, VA 23603	Jamison Ditto/ 757-570-0474	01/03/17	\$485

Tarrallton Elementary School/ Sidewalk Lifts	Norfolk Public Schools & 966 Bellmore Ave., Norfolk, VA 23518	Joe Grow / 757-376-0860	01/05/17	\$4,998
18 Garrett Drive, 15 George Court, 200 Cannister Court, 2 Charolaism Road, 16 Becouvarakis Court / pipe sealing, void fill, lifting	City of Hampton Storm Water Division & 419 North Armistead Ave., Hampton, VA 23666	Gregory Pressey/ 757-726-2959	1/20/17	\$2,272
Gloucester County High School, Visitor Locker Room & Concession Stand/ Interior Slab Lift	Gloucester County Public Schools & 6467 Main Street, Gloucester, VA 23061	Dave Miller/ 804-693-1207	02/24/17	\$5,298
Doris Miller Community Center/ Handicap Ramp Lift	City of Newport News Parks & Recreation Dept. & 13564 Jefferson Avenue, Newport News, VA 23603	Jamison Ditto/ 757-570-0474	03/2/17	\$570.25

Section 3-Concrete Slab Grinding

3.2 Quality Assurance

2.1 Reference List

	Entity	Contact Name	Contact #	\$ Value	Description
1	Berkeley Property Management	CJ Jones	757-229-6810	\$1,979	Grinding at Greensprings Plantations. 02/29/16
3	Rappahannock Westminster-Canterbury	Phil Williams	804-438-4008	\$3,478	Grinding at Lancaster Drive. 09/20/16
2	EMCOR Government Services	Kevin Herman	757-390-8734	\$15,442	Grinding at Coast Guard Station. 12/23/16

Section 4-Joint Sealing/ Concrete Patching

4.2 Quality Assurance

2.1 Reference List

	Entity	Contact Name	Contact #	\$ Value	Description
1	TME Enterprises, Inc	Martha True	804-704- 5063	\$2,967	Joint Sealing for VDOT job at Bracey Rest Area. 02/02/17
2	Newport News Redevelopment & Housing Authority	Bobby Lane	757-592- 7156	\$1,243	Joint Sealing at Aqueduct Apartments; buildings 10 & 12. 03/2/17
3	DTH Contract Services	Taylor Smith	703-999- 9461	\$4,467	Joint Sealing for VDOT job at Dale City Truck Stop. 03/03/17

JACKCRETE 660-H Series

CONCRETE LIFTING SYSTEM

PRODUCT DESCRIPTION:

JACKCRETE 660-H is a HYDROPHOBIC nominal 4.0 pcf free-rise density, plural-component, synthetically-blown, all PMDI based medium-density spray polyurethane foam system designed for heavy duty soil stabilization, roadway repair, concrete lifting, and void filling. JACKCRETE 660-H is dispensed using 1/1 by volume ratio equipment. This system is available in slow and regular speeds.

TYPICAL PROPERTIES**:

<u>As Supplied</u>	<u>B-side</u>	<u>A-side</u>
Appearance	Amber, transparent liquid	Brown, transparent liquid
Specific Gravity @ 70°F	1.21	1.23
Viscosity @ 70°F (cps)	500 - 800	200

<u>As Cured</u>	<u>Value</u>	<u>Test Method</u>
Mix Ratio (volume : volume)	1:1	
Density, in-place (pcf)	6.0 - 6.2	ASTM D 1622
Compressive Strength (psi)	100	ASTM D 1621
Tensile Strength (psi)	140	ASTM D 1623
Shear Strength (psi)	60	ASTM C 273
Closed Cell Content (%)	>90	ASTM D 6226
Water Absorption (lbs./ft ²)	<0.05	ASTM D 2842

** These physical property values are typical for this material as applied at our development facility under controlled conditions or statistical measurement. SPF performance and actual physical properties will vary with differences in application (i.e. ambient conditions, process equipment and settings, material throughput, etc). As a result, these published properties should be used as guidelines solely for the purpose of evaluation. Physical property specifications should be determined from actual production material.

The above data was collected from samples prepared using the following equipment configuration:

- Graco E-30 proportioner set at 1:1 volume ratio with 250 ft of heated delivery hose
- GX-7 spray-gun configured with a #22 mix module and JACKCRETE PCD Body with 3-1/2" injection port
- Process temperature settings: Isocyanate 130°F; Resin 130°F; Hose 130°F
- Process pressure: 1000 psig minimum during dispensation

Every job site and set of ambient /substrate conditions are different; therefore, one set of process settings may not work for every situation. It is the responsibility of the applicator to evaluate the on-site conditions then choose the appropriate SPF reactivity and process settings.

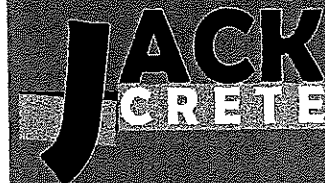
GENERAL INFORMATION:

JACKCRETE 660-H is a technically advanced SPF system intended for use by qualified contractors trained in the processing and application of SPF lifting systems as well as the plural-component polyurethane dispensing equipment required to do so. Contractors and applicators must comply with all applicable and appropriate storage, handling, processing and safety guidelines. JACKCRETE, LLC technical service personnel should be consulted in all cases where application conditions are questionable.

FORMULATION SPEED:

The JACKCRETE 660-H SPF lifting system is available in several reactivity "grades": S (Slow) has a suggested ambient temperature range of 40-80 degrees Fahrenheit, R (Regular) has a suggested ambient temperature range of 70-100 degrees Fahrenheit. These temperatures are meant as general suggestions only. Ultimately, the experience of the applicator should determine which reactivity grade is best suited for any specific project and ambient conditions. Please contact your JACKCRETE, LLC representative with any questions or for more specific assistance.

Technical Data Sheet



JACKCRETE LLC

RECOMMENDATIONS:

JACKCRETE 660-H is designed for an application rate up to 4 inches maximum. Once installed material has cooled it is possible to add additional applications in order to increase the overall installed thickness of SPF.

In addition to reading and understanding the MSDS, all contractors and applicators must use appropriate respiratory, skin and eye Personal Protective Equipment (PPE) when handling and processing polyurethane chemical systems. Personnel should review the relevant technical documents published by Spray Polyurethane Foam Alliance (SPFA) and Center for the Polyurethanes Industry (CPI).

CAUTIONS:

JACKCRETE 660-H is NOT designed for use as an INTERIOR insulation system.

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

As with all Polyurethane foam systems, improper application techniques such as: excessive thickness of SPF, injecting into or under rising SPF, and off-ratio material can significantly degrade the physical properties. Potential results of improperly installed SPF include: dangerously high reaction temperatures that may result in fire and offensive odors that may or may not dissipate. Improperly installed SPF must be removed and replaced with properly installed materials.

LARGE MASSES of excess SPF should be removed to an outside safe area cut into smaller pieces and allowed to cool before discarding into any trash receptacle.

SPF is combustible. High-intensity heat sources such as welding or cutting torches must not be used in contact with or in close proximity to JACKCRETE 660-H or any polyurethane foam.

SHELF LIFE AND STORAGE CONDITIONS:

JACKCRETE 660-H has a shelf life of approximately three months from the date of manufacture when stored in original, unopened containers at 65-75°F. As with all industrial chemicals, this material should be stored in a covered, secure location and never in direct sunlight. Storage temperatures above the recommended range will shorten shelf life. Storage temperatures above the recommended range may also result in elevated headspace pressure within packages.

LIMITED WARRANTY INFORMATION – PLEASE READ CAREFULLY:

The information herein is to assist customers in determining whether our products are suitable for their applications. Our products are only intended for sale to industrial and commercial customers. Customer assumes full responsibility for quality control, testing and determination of suitability of products for its intended application or use. We warrant that our products will meet our written liquid component specifications. We make no other warranty of any kind, either express or implied, by fact or law, including any warranty of merchantability of fitness for a particular purpose. Our total liability and customers' exclusive remedy for all proven claims is replacement of nonconforming product and in no event shall we be liable for any other damages, including without limitation special, incidental, punitive, or consequential damages.



Safety Data Sheet

JACKCRETE® 660-H

Revision date : 10/11/2016
Version: 2.0

Page 1 / 10

1. Identification

Product identifier used on the label

JACKCRETE* 660-H

Recommended use of the chemical and restriction on use

Recommended use*: polyurethane component; industrial chemicals
Suitable for use in industrial sector: polymers industry; chemical industry

* The "Recommended Use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company: ☒

JACKCRETE, LLC ☒

705 Industry Drive
Hampton, VA 23661, USA

Telephone: +1 757 827-7822

Emergency telephone number

CHEMTREC: 1-800-424-9300 ☒

Other means of identification

Chemical family: Resin ☒

Synonyms: URETHANE SYSTEM RESIN COMPONENT

2. Hazards Identification ☒

Safety Data Sheet

JACKCRETE® 660-H

Revision date: 10/11/2016

Page 2 /10

Version: 2.0

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Classification of the product

Eye Dam./Irrit.	2A	Serious eye damage/eye irritation
Skin Corr./Irrit.	2	Skin corrosion/irritation
STOT RE	2 (oral)	Specific target organ toxicity —single exposure

Label elements

Pictogram:



Signal Word:
Warning

Hazard Statement:

H319	Causes serious eye irritation.
H315	Causes skin irritation.
H373	May cause damage to organs (Olfactory organs) through prolonged or repeated exposure (inhalation).

Precautionary Statements (Prevention):

P280	Wear protective gloves.
P260	Do not breathe dust/gas/mist/vapors.
P264	Wash with plenty of water and soap thoroughly after handling.

Precautionary Statements (Response):

P305 + P351 + P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P314	Get medical advice/attention if you feel unwell.
P303 + P362	IF ON SKIN (or hair): Wash with plenty of soap and water.
P332 + P313	If skin irritation occurs: Get medical advice/attention.
P362 + P364	Take off contaminated clothing and wash it before reuse.

Precautionary Statements (Disposal):

P501	Dispose of contents/container to hazardous or special waste collection point.
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Hazards not otherwise classified

No specific dangers known, if the regulations/notes for storage and handling are considered.

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3. Composition / Information on Ingredients ☒

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Weight %</u>	<u>Chemical Name</u>
Proprietary	< 4.0%	Tertiary Amine Catalyst <input checked="" type="checkbox"/>

4. First-Aid Measures

Description of first-aid measures

General advice:

Remove contaminated clothing.

If inhaled:

Remove the affected individual into fresh air and keep the person calm. Seek medical attention.

If on skin:

Wash affected areas thoroughly with soap and water.

If in eyes:

In case of contact with the eyes, rinse immediately for at least 15 minutes with plenty of water. Consult an eye specialist.

If swallowed:

Rinse mouth and then drink plenty of water. Do not induce vomiting. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Seek medical attention.

Most important symptoms and effects, both acute and delayed

Symptoms: The most important known symptoms are eye irritation and skin irritation upon contact. ☒
Repeated inhalation of high concentrations may cause irritation, tremors, and/or confusion as well as cardiac sensitization.

Indication of any immediate medical attention and special treatment needed

Note to physician ☒

Treatment: Treat according to symptoms (decontamination, vital functions)
No known specific antidote.

5. Fire-Fighting Measures

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Extinguishing media

Suitable extinguishing media: ☒

Water spray, dry powder, carbon dioxide, foam

Special hazards arising from the substance or mixture

Hazards during fire-fighting: ☒

No particular hazard known

Advice for Fire fighters

Protective equipment for firefighting: ☒

Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

Further information:

Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

6. Accidental release measures ☒

Further accidental release measures: ☒

High risk of slipping due to leakage/spillage of product.

Personal precautions, protective equipment and emergency procedures

Clear area. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

Environmental precautions

Do not discharge into drains/surface waters/groundwater.

Methods and material for containment and cleaning up

Spills should be contained, solidified, and placed in appropriate containers for disposal

7. Handling and Storage

Precautions for safe handling

Ensure thorough ventilation of stores and work areas. Avoid aerosol formation. Protect against moisture. Relieve pressure slowly when opening storage container.

Protection against fire and explosion:

No explosion proofing necessary.

Conditions for safe storage, including any incompatibilities

Segregate from foods and animal feeds. Segregate from acids. Segregate from oxidants.

Suitable materials for containers: Carbon Steel (Iron), High Density Polyethylene (HDPE), Low Density Polyethylene (LDPE), Stainless Steel 1.4301 (V2)

Further information on storage conditions: No special precautions necessary.

Storage stability: ☒

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Storage temperature: 65 - 80 °F ☒

The stated upper storage temperature is noted for health and safety in the workplace. The storage temperature will affect the handling characteristics and quality of the product. Recommended storage temperatures for specific products are reported in our Technical Bulletins.

8. Exposure Controls/Personal Protection

Components with occupational exposure limits

Tertiary Amine Catalyst	TWA	None Established
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Advice on system design:

Provide local exhaust ventilation.

Personal protective equipment

Respiratory protection:

Wear NIOSH-certified (or equivalent) organic vapor respirator as needed.

Hand protection:

Chemical resistant protective gloves should be worn.

Eye protection:

Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:

Standard work clothes and shoes.

General safety and hygiene measures:

Wear protective clothing as necessary to prevent contact. Contaminated equipment or clothing should be cleaned after each use or disposed of.

9. Physical and Chemical Properties

Form: <input checked="" type="checkbox"/>	Liquid.
Odor: <input checked="" type="checkbox"/>	Faint ammonia odor <input checked="" type="checkbox"/>
Odor threshold:	Not applicable <input checked="" type="checkbox"/>
Color: <input checked="" type="checkbox"/>	Light brown
pH value:	Not applicable
Freezing point:	0 °C
Boiling point:	> 100 °C
Sublimation point:	No applicable information available.
Flash point:	> 20 °C <input checked="" type="checkbox"/> (Closed Cup)
Flammability: <input checked="" type="checkbox"/>	Not flammable
Lower explosion limit:	For liquids not relevant for classification and labelling. The lower explosion point may be 5 - 15 °C below the flash point. <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Upper explosion limit:	For liquids not relevant for classification and labelling. <input checked="" type="checkbox"/>
Autoignition:	> 250 °C <input checked="" type="checkbox"/>

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Vapor pressure:	not applicable
Density:	9.8 - 10.2 lb/USg <input checked="" type="checkbox"/> (25 °C) <input checked="" type="checkbox"/>
Relative density:	Not applicable
Vapor density:	Not applicable <input checked="" type="checkbox"/>
Partitioning coefficient n-octanol/water (log Pow):	Unspecified <input checked="" type="checkbox"/>
Self-ignition temperature:	Not self-igniting
Thermal decomposition:	No decomposition if stored and handled as prescribed/indicated. <input checked="" type="checkbox"/>
Viscosity, dynamic:	600 - 900 mPa.s <input checked="" type="checkbox"/> (20 °C)
Viscosity, kinematic:	No applicable information available.
Solubility in water:	Soluble. <input checked="" type="checkbox"/>
Solubility (quantitative):	No applicable information available.
Solubility (qualitative):	No applicable information available.
Molar mass:	360 g/mol
Evaporation rate:	Value can be approximated from <input checked="" type="checkbox"/> Henry's Law Constant or vapor <input checked="" type="checkbox"/> pressure. <input checked="" type="checkbox"/>
Other Information:	If necessary, information on other physical and chemical parameters is indicated in this section.

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed.

Corrosion to metals: ☒

No corrosive effect on metal.

Oxidizing properties:

Not an oxidizer.

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Possibility of hazardous reactions

The product is stable if stored and handled as prescribed/indicated.

Conditions to avoid

Temperatures below 0°C.

Incompatible materials

Acids, oxidizing agents, isocyanates and other chemicals that react with hydroxyl group.

Hazardous decomposition products

Decomposition products: ☒

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Hazardous decomposition products: carbon monoxide, carbon dioxide, nitrogen oxide, hydrogen cyanide, gases/vapors.

Thermal decomposition: ☒

No decomposition if stored and handled as prescribed/indicated.

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity ☒

Assessment of acute toxicity: No known acute effects.

Oral

No applicable information available.

Inhalation ☒

No applicable information available.

Dermal

No applicable information available.

Assessment other acute effects ☒

Assessment of STOT single: ☒

Based on the available information there is no specific organ toxicity to be expected after a single exposure based on expert judgment.

Irritation / corrosion ☒

Assessment of irritating effects: Irritating to eyes and skin.

Sensitization ☒

Assessment of sensitization: The chemical structure does not suggest a sensitizing effect. No applicable information available.

Aspiration Hazard ☒

No aspiration hazard expected.

Chronic Toxicity/Effects

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Repeated dose toxicity ☒

Assessment of repeated dose toxicity: Repeated exposure may affect certain organs.

Genetic toxicity

Assessment of mutagenicity: The chemical structure does not suggest a specific alert for such an effect.
No applicable information available.

Carcinogenicity ☒

Assessment of carcinogenicity: The chemical structure does not suggest a specific alert for such an effect. No applicable information available.

Reproductive toxicity ☒

Assessment of reproduction toxicity: The chemical structure does not suggest a specific alert for such an effect. No applicable information available.

Teratogenicity ☒

Assessment of teratogenicity: The chemical structure does not suggest a specific alert for such an effect.
No applicable information available.

Other Information ☒

The product has not been tested. The statement has been derived from the properties of the individual components.

Symptoms of Exposure

The most important known symptoms and effects are described in the labeling (see section 2) and/or in section 11.

Medical conditions aggravated by overexposure ☒

Data available do not indicate that there are medical conditions that are generally recognized as being aggravated by exposure to this substance/product.

12. Ecological Information

Toxicity

Aquatic toxicity ☒

Assessment of aquatic toxicity: ☒

There is a high probability that the product is not acutely harmful to aquatic organisms. The product has not been tested. The statement has been derived from the properties of the individual components.

Persistence and degradability

Assessment biodegradation and elimination (H₂O)

Poorly biodegradable.

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Elimination information

Poorly biodegradable.

Bioaccumulative potential

Assessment bioaccumulation potential ☒

Does not significantly accumulate in organisms.

Mobility in soil

Assessment transport between environmental compartments ☒

Adsorption to solid soil phase is not expected.

Additional Information

Other ecological advice

This product has not been tested. Do not discharge product into the environment without control.

13. Disposal considerations

Waste disposal of substance:

Incinerate or dispose of in a licensed facility. Do not discharge substance/product into sewer system.

Container disposal:

DRUMS: ☒

Steel drums must be emptied and can be sent to a licensed drum reconditioner for reuse, a scrap metal dealer or an approved landfill. Do not attempt to refill or clean containers since residue is difficult to remove. Under no circumstances should empty drums be burned or cut open with gas or electric torch as toxic decomposition products may be liberated. Do not reuse empty containers.

14. Transport Information

Land transport

USDOT Not classified as a dangerous good under transport regulations.

Sea transport

IMDG Not classified as a dangerous good under transport regulations.

Air transport

IATA/ICAO Not classified as a dangerous good under transport regulations.

15. Regulatory Information

Federal Regulations

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Registration status:

Chemical TSCA, US Released / Listed ☒

EPCRA 311/312 (Hazard categories): Acute; Chronic

NFPA Hazard codes:

Health: 2 Fire: 1 Reactivity: 1 ☒ Special:

HMIS III rating

Health: 2+ Flammability: 1 Physical hazard: 1

16. Other Information

SDS Prepared by:

JACKCRETE, LLC

SDS Prepared on: 10/11/16

JACKCRETE is a registered trademark of JACKCRETE, LLC ☒

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END OF DATA SHEET



Safety Data Sheet

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1. Identification

Product identifier used on the label

JACKCRETE* ISOCYANATE

Recommended use of the chemical and restriction on use

Recommended use*: polyurethane component; industrial chemicals
Suitable for use in industrial sector: polymers industry; chemical industry

* The "Recommended Use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:

JACKCRETE, LLC
705 Industry Drive
Hampton, VA 23661, USA

Telephone: +1 757 827-7822

Emergency telephone number

CHEMTREC: 1-800-424-9300

Other means of identification

Chemical family: aromatic isocyanates
Synonyms: POLYMETHYLENE POLYPHENYLISOCYANATE

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

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Classification of the product

Acute Tox.	4 (Inhalation - mist)	Acute toxicity
Eye Dam./Irrit.	2B	Serious eye damage/eye irritation
Skin Corr./Irrit.	2	Skin corrosion/irritation
Skin Sens.	1B	Skin sensitization
Resp. Sens.	1	Respiratory sensitization
STOT SE	3 (irritating to respiratory system)	Specific target organ toxicity — single exposure
STOT RE	2 (by inhalation)	Specific target organ toxicity — repeated exposure

Label elements

Pictogram:



Signal Word:
Danger

Hazard Statement:

H320	Causes eye irritation.
H315	Causes skin irritation.
H332	Harmful if inhaled.
H334	May cause allergy or asthma symptoms or breathing difficulties if inhaled.
H317	May cause an allergic skin reaction.
H335	May cause respiratory irritation.
H373	May cause damage to organs (Olfactory organs) through prolonged or repeated exposure (inhalation).

Precautionary Statements (Prevention):

P280	Wear protective gloves.
P271	Use only outdoors or in a well-ventilated area.
P260	Do not breathe dust/gas/mist/vapors.
P261	Avoid breathing mist.
P284	In case of inadequate ventilation wear respiratory protection.
P272	Contaminated work clothing should not be allowed out of the workplace.
P264	Wash with plenty of water and soap thoroughly after handling.

Precautionary Statements (Response):

P312	Call a POISON CENTER or doctor/physician if you feel unwell.
P305 + P351 + P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P304 + P340	IF INHALED: Remove person to fresh air and keep comfortable for breathing.
P314	Get medical advice/attention if you feel unwell.
P303 + P352	IF ON SKIN (or hair): Wash with plenty of soap and water.
P333 + P311	If skin irritation or rash occurs: Call a POISON CENTER or doctor/physician.
P332 + P313	If skin irritation occurs: Get medical advice/attention.

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P362 + P364 Take off contaminated clothing and wash it before reuse.
P337 + P311 If eye irritation persists: Call a POISON CENTER or doctor/physician.

Precautionary Statements (Storage):

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.

Precautionary Statements (Disposal):

P501 Dispose of contents/container to hazardous or special waste collection point.

Hazards not otherwise classified

No specific dangers known, if the regulations/notes for storage and handling are considered.

Labeling of special preparations (GHS):

CONTAINS ISOCYANATES. INHALATION OF ISOCYANATE MISTS OR VAPORS MAY CAUSE RESPIRATORY IRRITATION, BREATHLESSNESS, CHEST DISCOMFORT AND REDUCED PULMONARY FUNCTION. OVEREXPOSURE WELL ABOVE THE PEL MAY RESULT IN BRONCHITIS, BRONCHIAL SPASMS AND PULMONARY EDEMA. LONG-TERM EXPOSURE TO ISOCYANATES HAS BEEN REPORTED TO CAUSE LUNG DAMAGE, INCLUDING REDUCED LUNG FUNCTION WHICH MAY BE PERMANENT. ACUTE OR CHRONIC OVEREXPOSURE TO ISOCYANATES MAY CAUSE SENSITIZATION IN SOME INDIVIDUALS, RESULTING IN ALLERGIC RESPIRATORY REACTIONS INCLUDING WHEEZING, SHORTNESS OF BREATH AND DIFFICULTY BREATHING. ANIMAL TESTS INDICATE THAT SKIN CONTACT MAY PLAY A ROLE IN CAUSING RESPIRATORY SENSITIZATION.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Weight %</u>	<u>Chemical Name</u>
9016-87-9	>= 50.0 - < 75.0%	P-MDI
101-68-8	>= 25.0 - < 50.0%	Diphenylmethane-4,4'-diisocyanate (MDI)
26447-40-5	>= 3.0 - < 7.0%	Methylenediphenyl diisocyanate
17589-24-1	>= 1.0 - < 3.0%	1,3-Diazetidine-2,4-dione, 1,3-bis[4-[(4-isocyanatophenyl)methyl]phenyl]-
57636-09-6	>= 1.0 - < 3.0%	Isocyanic acid, polymethylenepolyphenylene ester, polymer with .alpha.-hydro-.omega.-hydroxypoly(oxy-1,2-ethanediyl)

4. First-Aid Measures

Description of first-aid measures

General advice:

Remove contaminated clothing.

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If inhaled:

Remove the affected individual into fresh air and keep the person calm. Assist in breathing if necessary. Immediate medical attention required.

If on skin:

Wash affected areas thoroughly with soap and water. If irritation develops, seek medical attention.

If in eyes:

In case of contact with the eyes, rinse immediately for at least 15 minutes with plenty of water. Immediate medical attention required.

If swallowed:

Rinse mouth and then drink plenty of water. Do not induce vomiting. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Immediate medical attention required.

Most important symptoms and effects, both acute and delayed

Symptoms: The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11, which are: Eye irritation, skin irritation, allergic symptoms

Hazards: Symptoms can appear later.

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Hazards: Respiratory sensitization may result in allergic (asthma-like) signs in the lower respiratory tract including wheezing, shortness of breath and difficulty breathing, the onset of which may be delayed.

Repeated inhalation of high concentrations may cause lung damage, including reduced lung function, which may be permanent. Substances eliciting lower respiratory tract irritation may worsen the asthma-like reactions that may be produced by product exposures.

Indication of any immediate medical attention and special treatment needed

Note to physician

Antidote:

Specific antidotes or neutralizers to isocyanates do not exist.

Treatment:

Treatment should be supportive and based on the judgement of the physician in response to the reaction of the patient.

5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:

Water spray, dry powder, carbon dioxide, foam

Special hazards arising from the substance or mixture

Hazards during fire-fighting:

Nitrous gases, fumes/smoke, isocyanate, vapor

Advice for Fire fighters

Protective equipment for firefighting:

Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

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Further information:

Keep containers cool by spraying with water if exposed to fire. Dispose of fire debris and contaminated extinguishing water in accordance with official regulations.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Clear area. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

Environmental precautions

Do not discharge into drains/surface waters/groundwater.

Methods and material for containment and cleaning up

For small amounts: Absorb isocyanate with suitable absorbent material (see § 40 CFR, sections 260, 264 and 265 for further information). Shovel into open container. Do not make container pressure tight. Move container to a well-ventilated area (outside). Spill area can be decontaminated with the following recommended decontamination solution: Mixture of 90 % water, 8 % concentrated ammonia, 2 % detergent. Add at a 10 to 1 ratio. Allow to stand for at least 48 hours to allow escape of evolved carbon dioxide.

For large amounts: If temporary control of isocyanate vapor is required, a blanket of protein foam or other suitable foam (available from most fire departments) may be placed over the spill. Transfer as much liquid as possible via pump or vacuum device into closed but not sealed containers for disposal.

For residues: The following measures should be taken for final cleanup: Wash down spill area with decontamination solution. Allow solution to stand for at least 10 minutes. Dike spillage.

7. Handling and Storage

Precautions for safe handling

Provide suitable exhaust ventilation at the processing machines. Ensure thorough ventilation of stores and work areas. Avoid aerosol formation. When handling heated product, vapors of the product should be ventilated, and respiratory protection used. Wear respiratory protection when spraying. Danger of bursting when sealed gastight. Protect against moisture. If bulging of drum occurs, transfer to well ventilated area, puncture to relieve pressure, open vent and let stand for 48 hours before resealing.

Protection against fire and explosion:

No explosion proofing necessary.

Conditions for safe storage, including any incompatibilities

Keep away from water. Segregate from foods and animal feeds. Segregate from acids and bases.

Suitable materials for containers: Carbon Steel (Iron), High Density Polyethylene (HDPE), Low Density Polyethylene (LDPE), Stainless Steel 1.4301 (V2)

Further information on storage conditions: Formation of CO₂ and buildup of pressure possible. Keep container tightly closed and in a well-ventilated place. Outage of containers should be filled with dry inert gas at atmospheric pressure to avoid reaction with moisture.

Storage stability:

Storage temperature: 0 - 38 °C

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The stated upper storage temperature is noted for health and safety in the workplace. The storage temperature will affect the handling characteristics and quality of the product. Recommended storage temperatures for specific products are reported in our Technical Bulletins.

8. Exposure Controls/Personal Protection

Components with occupational exposure limits

Diphenylmethane-4,4'-	OSHA PEL	CLV 0.02 ppm 0.2 mg/m ³ ;
diisocyanate (MDI)		CLV 0.02 ppm 0.2 mg/m ³ ;
	ACGIH TLV	TWA value 0.005 ppm ;

Advice on system design:

Provide local exhaust ventilation to maintain recommended P.E.L.

Personal protective equipment

Respiratory protection:

When workers are facing concentrations above the occupational exposure limits they must use appropriate certified respirators. When atmospheric levels may exceed the occupational exposure limit (PEL or TLV) NIOSH-certified air-purifying respirators equipped with an organic vapor sorbent and particulate filter can be used as long as appropriate precautions and change out schedules are in place. For emergency or non-routine, high exposure situations, including confined space entry, use a NIOSH-certified full face piece pressure demand self-contained breathing apparatus (SCBA) or a full face piece pressure demand supplied-air respirator (SAR) with escape provisions.

Hand protection:

Chemical resistant protective gloves should be worn to prevent all skin contact. Suitable materials may include chloroprene rubber (Neoprene), nitrile rubber (Buna N), chlorinated polyethylene, polyvinylchloride (Pylox), butyl rubber, depending upon conditions of use.

Eye protection:

Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:

Cover as much of the exposed skin as possible to prevent all skin contact. Suitable materials may include saran-coated material, depending upon conditions of use.

General safety and hygiene measures:

Wear protective clothing as necessary to prevent contact. Eye wash fountains and safety showers must be easily accessible. Observe the appropriate PEL or TLV value. Wash soiled clothing immediately. Contaminated equipment or clothing should be cleaned after each use or disposed of.

9. Physical and Chemical Properties

Form:	No applicable information available.
Odor:	Faint odor, aromatic
Odor threshold:	Not applicable
Color:	Dark amber
pH value:	Not applicable

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Freezing point:	3 °C (1 ATM)
Boiling point:	200 °C (5 mmHg)
Sublimation point:	No applicable information available.
Flash point:	220 °C (Open Cup)
Flammability:	Not flammable
Lower explosion limit:	For liquids not relevant for classification and labeling. The lower explosion point may be 5 - 15 °C below the flash point.
Upper explosion limit:	For liquids not relevant for classification and labeling.
Autoignition:	> 250 °C
Vapor pressure:	0.00016 mmHg (20 °C)
Density:	10.2 lb/USg (25 °C)
Relative density:	1.22 (25 °C)
Bulk density:	10.17 lb/USg (25 °C)
Vapor density:	Not applicable
Partitioning coefficient n-octanol/water (log Pow):	Not applicable
Self-ignition temperature:	Based on its structural properties the product is not classified as self-igniting.
Thermal decomposition:	No decomposition if stored and handled as prescribed/indicated.
Viscosity, dynamic:	200 mPa.s (20 °C)
Viscosity, kinematic:	No applicable information available.
Solubility in water:	Reacts with water.
Solubility (quantitative):	No applicable information available.
Solubility (qualitative):	No applicable information available.
Molar mass:	360 g/mol
Evaporation rate:	Value can be approximated from Henry's Law Constant or vapor pressure.
Other Information:	If necessary, information on other physical and chemical parameters is indicated in this section.

10. Stability and Reactivity

Reactivity

Corrosion to metals:
No corrosive effect on metal.

Oxidizing properties:
Not an oxidizer.

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Possibility of hazardous reactions

Reacts with water, with formation of carbon dioxide. Risk of bursting. Reacts with alcohols. Reacts with acids. Reacts with alkalis. Reacts with amines. Risk of exothermic reaction. Risk of polymerization. Contact with certain rubbers and plastics can cause brittleness of the substance/product with subsequent loss in strength.

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Conditions to avoid

Avoid moisture.

Incompatible materials

Acids, amines, alcohols, water, alkalines, strong bases, substances/products that react with isocyanates.

Hazardous decomposition products

Decomposition products:

Hazardous decomposition products: carbon monoxide, carbon dioxide, nitrogen oxide, hydrogen cyanide, nitrogen oxides, aromatic isocyanates, gases/vapors.

Thermal decomposition:

No decomposition if stored and handled as prescribed/indicated.

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Inhalation of vapors may cause irritation of the mucous membranes of the nose, throat or trachea, breathlessness, chest discomfort, difficulty breathing and reduced pulmonary function. Inhalation exposure well above the PEL may result additionally in eye irritation, headache, chemical bronchitis, asthma-like findings or pulmonary edema. Isocyanates have also been reported to cause hypersensitivity pneumonitis, which is characterized by flu-like symptoms, the onset of which may be delayed.

Oral

Information on: Diphenylmethane-4,4'-diisocyanate (MDI) T

Type of value: LD50

Species: rat (male/female)

Value: > 2,000 mg/kg (Directive 84/449/EEC, B.1)

Inhalation

Type of value: LC50

Species: rat (male/female)

Value: 2.0 mg/l (OECD Guideline 403)

An aerosol was tested.

Dermal

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Type of value: LD50

Species: rabbit (male/female)

Value: > 9,400 mg/kg

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Assessment other acute effects

Assessment of STOT single:

Causes temporary irritation of the respiratory tract.

Irritation / corrosion

Assessment of irritating effects: Irritating to eyes, respiratory system and skin. Skin contact may result in dermatitis, either irritative or allergic.

Skin

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Species: rabbit

Result: Irritating

Method: Draize test

Eye

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Species: rabbit

Result: Irritating

Method: Draize test

Sensitization

Assessment of sensitization: Sensitization after skin contact possible. The substance may cause sensitization of the respiratory tract. As a result of previous repeated overexposures or a single large dose, certain individuals will develop isocyanate sensitization (chemical asthma) which will cause them to react to a later exposure to isocyanate at levels well below the PEL/TLV. These symptoms, which include chest tightness, wheezing, cough, shortness of breath, or asthmatic attack, could be immediate or delayed up to several hours after exposure. Similar to many non-specific asthmatic responses, there are reports that once sensitized an individual can experience these symptoms upon exposure to dust, cold air, or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Chronic overexposure to isocyanates has also been reported to cause lung damage, including a decrease in lung function, which may be permanent. Prolonged contact can cause reddening, swelling, rash, scaling, or blistering. In those who have developed a skin sensitization, these symptoms can develop as a result of contact with very small amounts of liquid material, or even as a result of vapor-only exposure. Animal tests indicate that skin contact may play a role in causing respiratory sensitization.

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Buehler test

Species: guinea pig

Result: sensitizing

Mouse Local Lymph Node Assay (LLNA)

Species: mouse

Result: sensitizing

Can cause skin sensitization

Other

Species: guinea pig

Result: sensitizing

Studies in animals suggest that dermal exposure may lead to pulmonary sensitization. However, the relevance of this result for humans is unclear.

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Aspiration Hazard

No aspiration hazard expected.

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: The substance may cause damage to the olfactory epithelium after repeated inhalation. The substance may cause damage to the lung after repeated inhalation. These effects are not relevant to humans at occupational levels of exposure.

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Experimental/calculated data: rat (Wistar) (male/female) Inhalation 2 yrs, 6 hr/day 0, 0.2, 1, 6 mg/m³, olfactory epithelium

NOAEL: 0.2 mg/m³

LOAEL: 1 mg/m³

The substance may cause damage to the olfactory epithelium after repeated inhalation. These effects are not relevant to humans at occupational levels of exposure. Repeated inhalative uptake of the substance did not cause damage to the reproductive organs.

Genetic toxicity

Assessment of mutagenicity: The substance was mutagenic in various bacterial test systems; however, these results could not be confirmed in tests with mammals.

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Genetic toxicity in vitro: OECD Guideline 471 Ames-test Salmonella typhimurium, with and without metabolic activation ambiguous.

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Genetic toxicity in vivo: OECD Guideline 474 Micronucleus assay rat (male). Inhalation negative. No clastogenic effect reported.

Carcinogenicity

Assessment of carcinogenicity: A carcinogenic potential cannot be excluded after prolonged exposure to severely irritating concentrations. These effects are not relevant to humans at occupational levels of exposure. IARC Group 3 (not classifiable as to human carcinogenicity).

Information on: Diphenylmethane-4,4'-diisocyanate (MDI)

Assessment of carcinogenicity: A carcinogenic potential cannot be excluded after prolonged exposure to severely irritating concentrations. These effects are not relevant to humans at occupational levels of exposure. IARC Group 3 (not classifiable as to human carcinogenicity).

Information on: P-MDI

Assessment of carcinogenicity: A carcinogenic potential cannot be excluded after prolonged exposure to severely irritating concentrations. These effects are not relevant to humans at occupational levels of exposure. IARC Group 3 (not classifiable as to human carcinogenicity).

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Information on: Methylenediphenyl diisocyanate

Assessment of carcinogenicity: A carcinogenic potential cannot be excluded after prolonged exposure to severely irritating concentrations. These effects are not relevant to humans at occupational levels of exposure. IARC Group 3 (not classifiable as to human carcinogenicity).

Information on: 1,3-Diazetidione-2,4-dione, 1,3-bis[4-[(4- isocyanatophenyl)methyl]phenyl]-

Assessment of carcinogenicity: The product has not been tested. The statement has been derived from substances/products of a similar structure or composition. A carcinogenic potential cannot be excluded after prolonged exposure to severely irritating concentrations. These effects are not relevant to humans at occupational levels of exposure.

Information on: Isocyanic acid, polymethylenepolyphenylene ester, polymer with .alpha.-hydro- .omega.-hydroxypoly(oxy-1,2-ethanediyl)

Assessment of carcinogenicity: The product has not been tested. The statement has been derived from substances/products of a similar structure or composition. A carcinogenic potential cannot be excluded after prolonged exposure to severely irritating concentrations. These effects are not relevant to humans at occupational levels of exposure.

Experimental/calculated data: OECD Guideline 453 rat inhalation 0, 0.2, 1, 6 mg/m3 Result: Lung tumors.

Reproductive toxicity

Assessment of reproduction toxicity: Repeated inhalative uptake of the substance did not cause damage to the reproductive organs.

Teratogenicity

Assessment of teratogenicity: The substance did not cause malformations in animal studies; however, toxicity to development was observed at high doses that were toxic to the parental animals.

Development

OECD Guideline 414 rat inhalation 0, 1, 4, 12 mg/m3

NOAEL Mat.: 4 mg/m3

NOAEL Teratog.: 4 mg/m3

The substance did not cause malformations in animal studies; however, toxicity to development was observed at high doses that were toxic to the parental animals.

Other Information

The product has not been tested. The statement has been derived from the properties of the individual components.

Symptoms of Exposure

The most important known symptoms and effects are described in the labeling (see section 2) and/or in section 11. Eye irritation, skin irritation, allergic symptoms.

Medical conditions aggravated by overexposure

The isocyanate component is a respiratory sensitizer. It may cause allergic reaction leading to asthma-like spasms of the bronchial tubes and difficulty in breathing.

Medical supervision of all employees who handle or come into contact with isocyanates is recommended. Contact may aggravate pulmonary disorders. Persons with history of respiratory disease or hypersensitivity should not be exposed to this product. Preemployment and periodic medical

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examinations with respiratory function tests (FEV, FVC as a minimum) are suggested. Persons with asthmatic conditions, chronic bronchitis, other chronic respiratory diseases, recurrent eczema or pulmonary sensitization should be excluded from working with isocyanates. Once a person is diagnosed as having pulmonary sensitization (allergic asthma) to isocyanates, further exposure is not recommended.

12. Ecological Information

Toxicity

Aquatic toxicity

Assessment of aquatic toxicity:

There is a high probability that the product is not acutely harmful to aquatic organisms. The inhibition of the degradation activity of activated sludge is not anticipated when introduced to biological treatment plants in appropriate low concentrations. Based on long-term (chronic) toxicity study data, the product is very likely not harmful to aquatic organisms. The product may hydrolyse. The test result may be partially due to degradation products. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Toxicity to fish

LC0 (96 h) > 1,000 mg/l, Brachydanio rerio (OECD Guideline 203, static)

Aquatic invertebrates

EC50 (24 h) > 1,000 mg/l, Daphnia magna (OECD Guideline 202, part 1, static)

Aquatic plants

EC0 (72 h) 1,640 mg/l (growth rate), Scenedesmus subspicatus (OECD Guideline 201, static)

Microorganisms/Effect on activated sludge

Toxicity to microorganisms

OECD Guideline 209 aquatic aerobic bacteria from a domestic water treatment plant/EC50 (3 h): > 100 mg/l

Persistence and degradability

Assessment biodegradation and elimination (H₂O)

Poorly biodegradable. The product is unstable in water. The elimination data also refer to products of hydrolysis.

Elimination information

0 % BOD of the ThOD (28 d) (OECD Guideline 302 C) (aerobic, activated sludge) Poorly biodegradable.

Assessment of stability in water

In contact with water the substance will hydrolyse slowly.

Information on Stability in Water (Hydrolysis)

t_{1/2} 20 h (25 °C)

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Bioaccumulative potential

Assessment bioaccumulation potential

Significant accumulation in organisms is not to be expected.

Bioaccumulation potential

Bioconcentration factor: 200 (28 d), Cyprinus carpio (OECD Guideline 305 E).

Mobility in soil

Assessment transport between environmental compartments

The substance will not evaporate into the atmosphere from the water surface. Adsorption to solid soil phase is not expected.

13. Disposal considerations

Waste disposal of substance:

Incinerate or dispose of in a licensed facility. Do not discharge substance/product into sewer system.

Container disposal:

DRUMS:

Steel drums must be emptied and can be sent to a licensed drum reconditioner for reuse, a scrap metal dealer or an approved landfill. Do not attempt to refill or clean containers since residue is difficult to remove. Under no circumstances should empty drums be burned or cut open with gas or electric torch as toxic decomposition products may be liberated. Do not reuse empty containers.

14. Transport Information

Land transport

USDOT Not classified as a dangerous good under transport regulations.

Sea transport

IMDG Not classified as a dangerous good under transport regulations.

Air transport

IATA/ICAO Not classified as a dangerous good under transport regulations.

Further information

DOT: This product is regulated if the amount in a single receptacle exceeds the Reportable Quantity (RQ). Please refer to Section 15 of this MSDS for the RQ for this product.

15. Regulatory Information

Federal Regulations

Registration status:

Chemical TSCA, US Released / Listed

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EPCRA 311/312 (Hazard categories): Acute; Chronic

EPCRA 313:

CAS Number

101-68-8

9016-87-9

Chemical name

Diphenylmethane-4,4'-diisocyanate (MDI)

P-MDI

CERCLA RQ

5000 LBS

CAS Number

101-68-8; 9016- 87-9

Chemical name

Diphenylmethane-4,4'-diisocyanate (MDI); P-MDI

State regulations

State RTK

NJ

CAS Number

101-68-8

9016-87-9

26447-40-5

PA

101-68-8

9016-87-9

Chemical name

Diphenylmethane-4,4'-diisocyanate (MDI)

P-MDI

Methylenediphenyl diisocyanate

Diphenylmethane-4,4'-diisocyanate (MDI)

P-MDI

NFPA Hazard codes:

Health: 2

Fire: 1

Reactivity: 1

Special:

HMIS III rating

Health: 2

Flammability: 1

Physical hazard: 1

16. Other Information

SDS Prepared by:

JACKCRETE, LLC

SDS Prepared on: 10/11/16

JACKCRETE is a registered trademark of JACKCRETE, LLC

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END OF DATA SHEET

Live Report : RPC INDUSTRIES, INC

D-U-N-S® Number: 11-297-9190

Endorsement/Billing Reference: tess.baker@townebank.net

D&B Address

Address 705 Industry Dr
Hampton, VA, US - 23661

Phone 757 827-9625


Fax 757-827-5069

Location Type Single Location

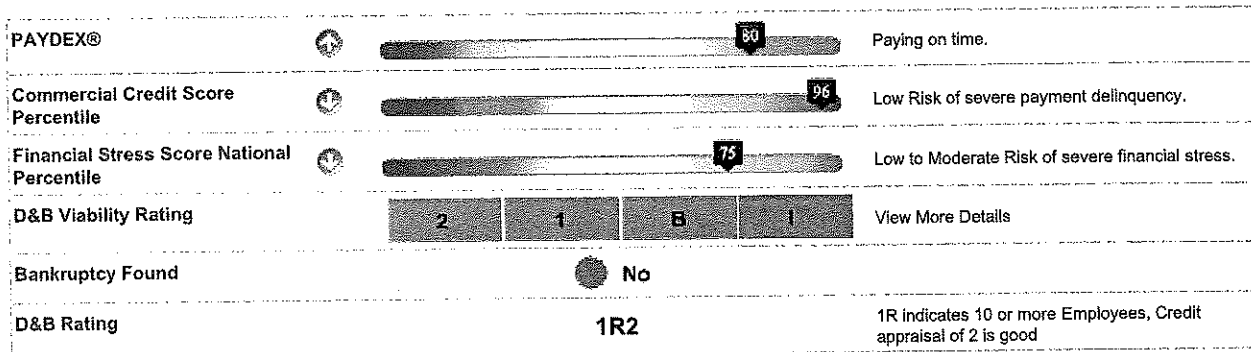
Web www.rpcindustriesinc.com

Endorsement : tess.baker@townebank.net

Company Summary

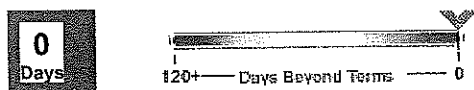
Currency: Shown in USD unless otherwise indicated 

Score Bar



Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months



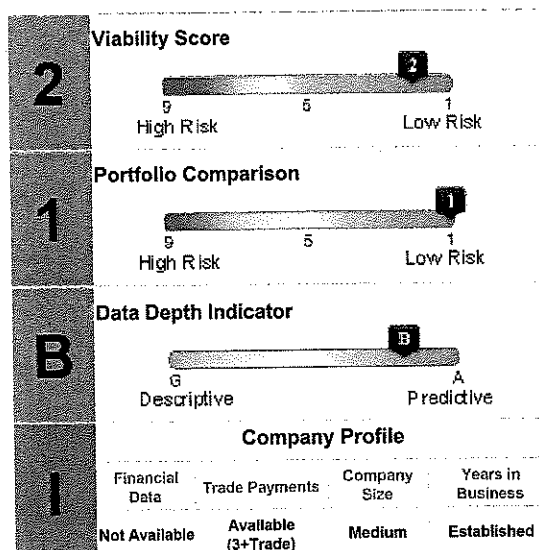
Dollar-weighted average of 7 payment experiences reported from 7 Companies

Recent Derogatory Events

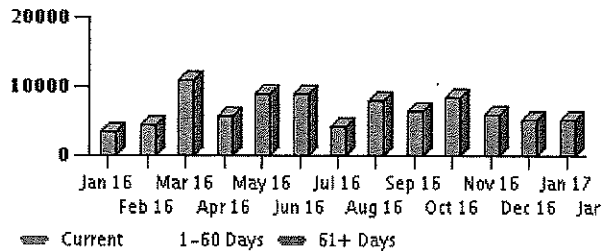
	Nov-16	Dec-16	Jan-17
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Total Amount Current & Past Due - 13 Month Trend

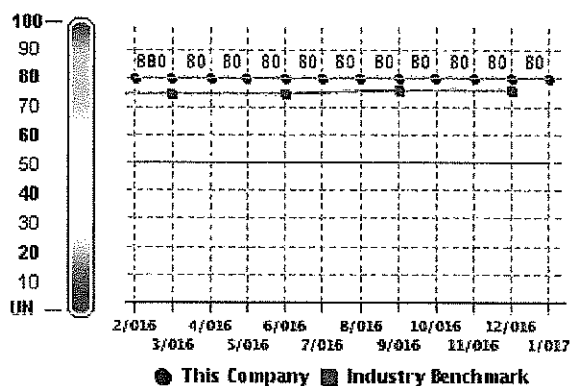
D&B Viability Rating



D&B Company Overview



PAYDEX® Trend Chart



Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	7	01/14/15

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

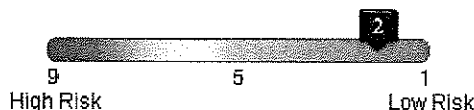
Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:



Viability Score



Compared to All US Businesses within the D&B Database:

- Level of Risk: Low Risk

This is a single location

Mailing Address

PO BOX 9328
HAMPTON, VA 23670

Chief Executive

L LAUGHTON
COCKRELL, PRES

Year Started

1979

Employees

25

Financing

SECURED

SIC

1799, 1761

Line of business

Trade contractor,
roofing/ siding
contractor, concrete
contractor

NAICS

238990

History Status

CLEAR

FirstRain Company News



This Company is not currently tracked for Company News

Powered by FirstRain

- Businesses ranked 2 have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked 2: **4 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**



Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 1 within this model segment have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked 1 with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**



Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available (3+ Trade)	Medium	Established

Company Profile Details:

- Financial Data: **Not Available**
- Trade Payments: **Available (3+ Trade)**
- Company Size: **Medium** (Employees: 10-49 or Sales: \$100K-\$499K)
- Years in Business: **Established (5+)**

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : **1R2**

Number of employees: **1R** indicates 10 or more employees
Composite credit appraisal: **2** is good

The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Below is an overview of the company's rating history since 01-01-1991

Number of Employees Total: 25

D&B Rating	Date Applied
1R2	07-18-2011

1R3	08-06-2008		
1R2	07-28-2003	Payment Activity:	(based on 15 experiences)
1R3	11-22-2002	Average High Credit:	2,160
1R2	03-12-2001	Highest Credit:	7,500
1R3	02-14-2001	Total Highest Credit:	21,900
1R2	05-30-2000		
1R3	03-04-2000		
1R2	08-23-1995		
--	01-01-1991		

D&B Credit Limit Recommendation

Conservative credit Limit	55,000	5	4	3	2	1
Aggressive credit Limit:	100,000					↓
Risk category for this business :	LOW	High	Moderate	Low		

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

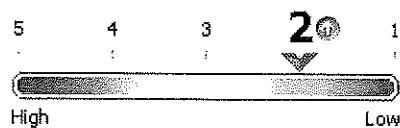
Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class :



Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

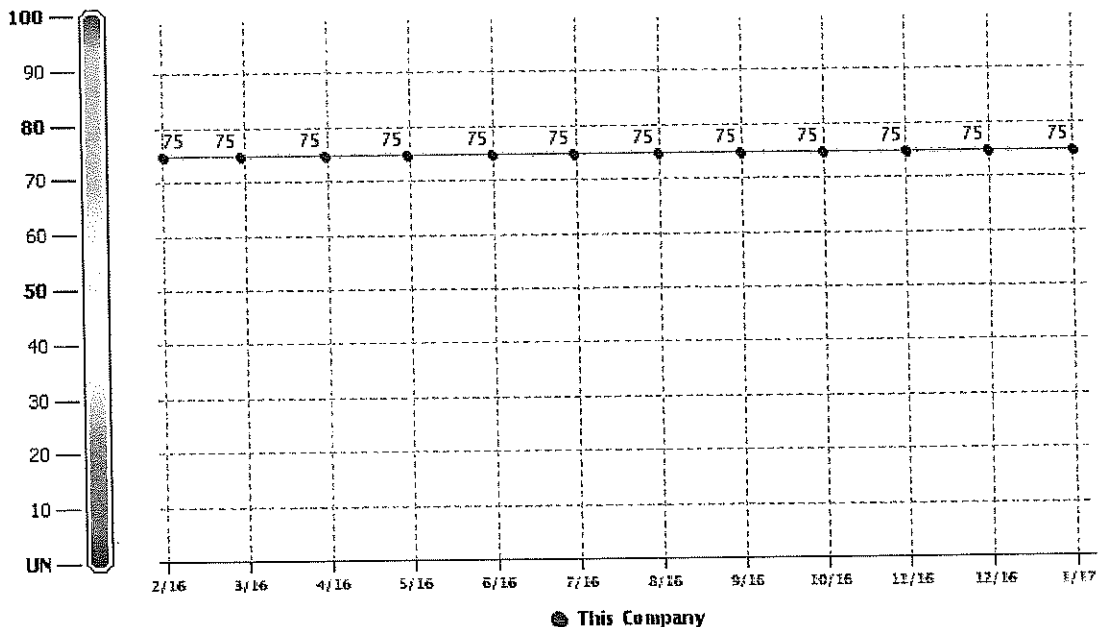
Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)
 Financial Stress National Percentile : **75** (Highest Risk: 1; Lowest Risk: 100)
 Financial Stress Score : **1521** (Highest Risk: 1,001; Lowest Risk: 1,875)
 Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Low proportion of satisfactory payment experiences to total payment experiences.

Financial Stress Percentile Trend:



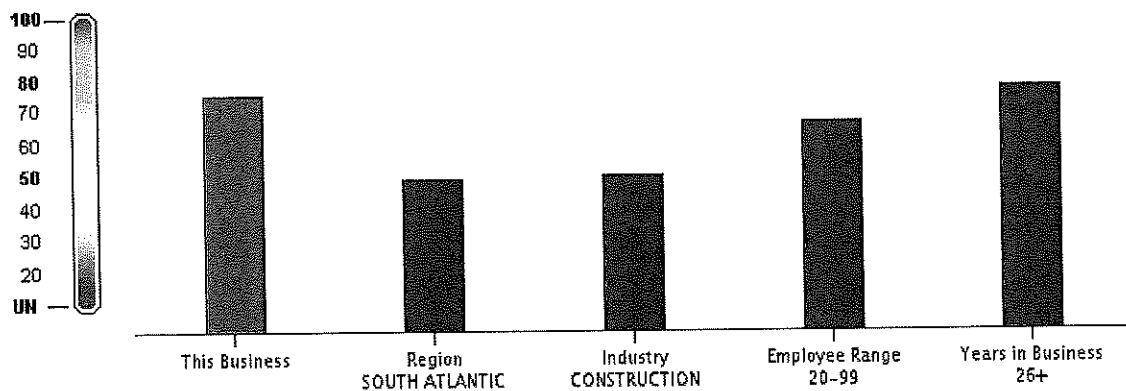
Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.

The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.

The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.

The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	75
Region: SOUTH ATLANTIC	48
Industry: CONSTRUCTION	49
Employee range: 20-99	66
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

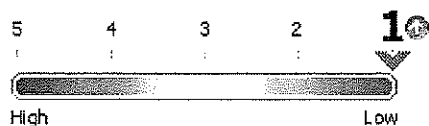
Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 1 for this company shows that 1.1% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class :



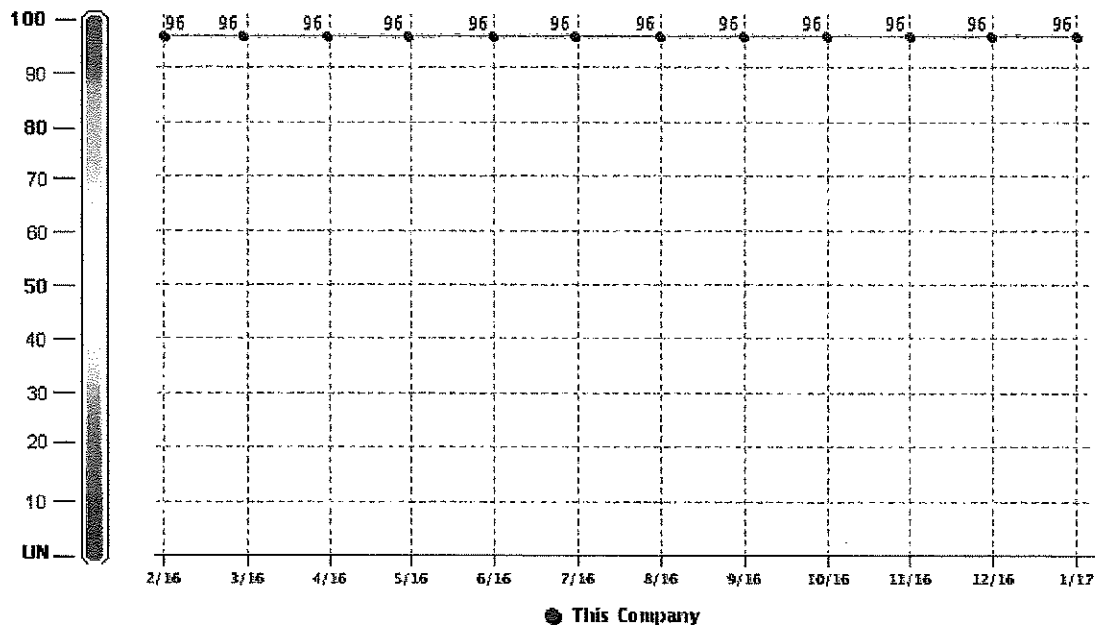
Incidence of Delinquent Payment

Among Companies with this Classification: **1.10 %**
Average compared to businesses in D&B's database: **10.20 %**
Credit Score Percentile : **96** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **603** (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

Higher risk industry based on delinquency rates for this industry

Credit Score Class Percentile Trend:



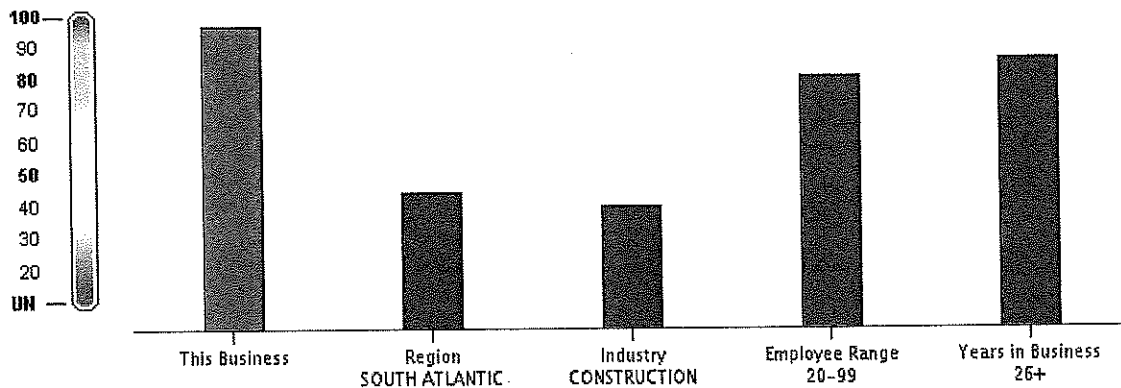
Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.

The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.

The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Norms	National %
This Business	96
Region: SOUTH ATLANTIC	43
Industry: CONSTRUCTION	39
Employee range: 20-99	80
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Lower risk than other companies in the same employee size range.

Lower risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

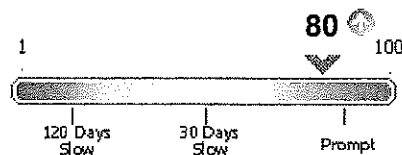
Timeliness of historical payments for this company.

Current PAYDEX is	80	Equal to generally within terms (Pays more promptly than the average for its industry of 6 days beyond terms)
Industry Median is	76	Equal to 6 days beyond terms
Payment Trend currently is	↔	Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

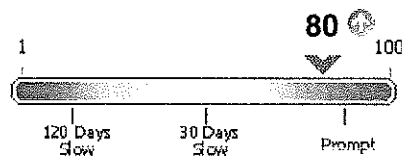
Total payment Experiences in D&Bs File (HQ)	15
Payments Within Terms (not weighted)	100 %
Trade Experiences with Slow or Negative Payments(%)	0.00%
Total Placed For Collection	0
High Credit Average	2,160
Largest High Credit	7,500
Highest Now Owing	7,500
Highest Past Due	0

D&B PAYDEX



- ☒ High risk of late payment (Average 30 to 120 days beyond terms)
 - ☐ Medium risk of late payment (Average 30 days or less beyond terms)
 - ☒ Low risk of late payment (Average prompt to 30+ days sooner)
- When weighted by amount, payments to suppliers average generally within terms

3-Month D&B PAYDEX



- ☒ High risk of late payment (Average 30 to 120 days beyond terms)
 - ☐ Medium risk of late payment (Average 30 days or less beyond terms)
 - ☒ Low risk of late payment (Average prompt to 30+ days sooner)
- Based on payments collected over last 3 months.

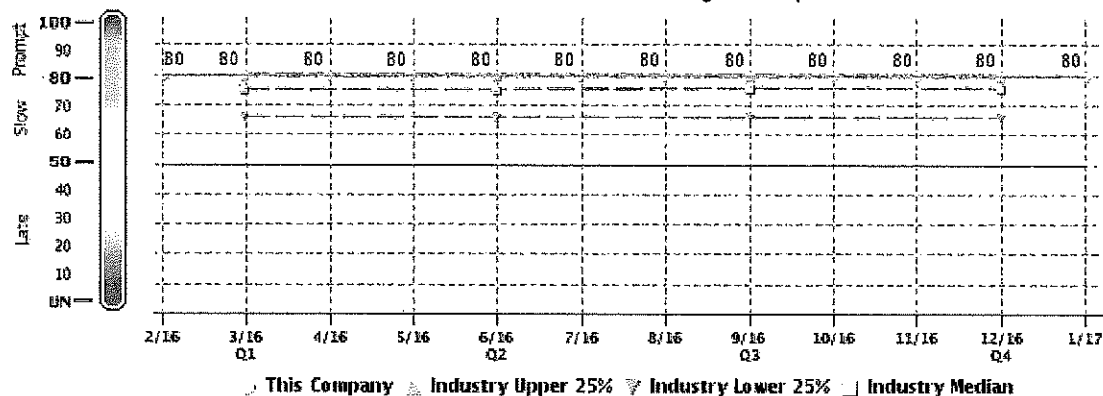
When weighted by amount, payments to suppliers average within terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Trade contractor, roofing/siding contractor, concrete contractor, based on SIC code 1799.

Shows the trend in D&B PAYDEX scoring over the past 12 months.

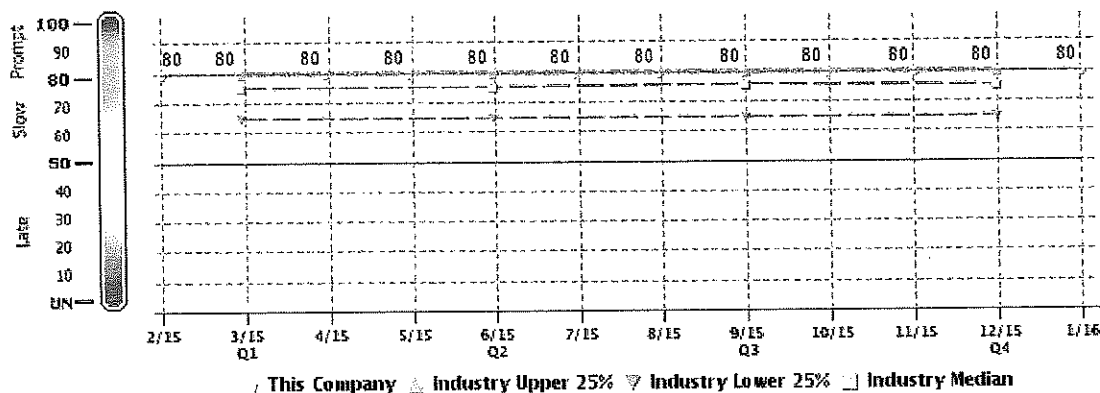


	2/16	3/16	4/16	5/16	6/16	7/16	8/16	9/16	10/16	11/16	12/16	1/17
This Business	80	80	80	80	80	80	80	80	80	80	80	80
Industry Quartiles												
Upper		80			80			80			80	
Median		75			75			76			76	
Lower		66			66			66			66	

Current PAYDEX for this Business is 80, or equal to generally within terms
The 12-month high is 80, or equal to GENERALLY WITHIN terms
The 12-month low is 80, or equal to GENERALLY WITHIN terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Trade contractor, roofing/siding contractor, concrete contractor, based on SIC code 1799.



Previous Year	03/15 Q1'15	06/15 Q2'15	09/15 Q3'15	12/15 Q4'15
This Business	80	80	80	80
Industry Quartiles				
Upper	80	80	80	80
Median	75	75	76	75
Lower	65	65	65	65

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 80, or equal to generally within terms
The present industry median Score is 76, or equal to 6 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	0	0	0%
50,000-100,000	0	0	0%
15,000-49,999	0	0	0%
5,000-14,999	2	15,000	100%
1,000-4,999	2	5,000	100%
Under 1,000	6	1,600	100%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 15 payment experience(s) in D&Bs file for the most recent 24 months, with 10 experience(s) reported during the last three month period.

The highest Now Owes on file is 7,500 . The highest Past Due on file is 0

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:


	Total Rev'd (#)	Total Amts	Largest High Credit Within Terms (%)	Days Slow <31 31-60 61-90 90> (%) (%) (%) (%)				
Top Industries								
Whol roof/side/insul	1	7,500	7,500	100	0	0	0	0
Mfg medical instrmnt	1	7,500	7,500	100	0	0	0	0
Petroleum terminal	1	2,500	2,500	100	0	0	0	0
Natnl commercial bank	1	2,500	2,500	100	0	0	0	0
Radiotelephone commun	1	750	750	100	0	0	0	0
Whol plumb/hydraulics	1	500	500	100	0	0	0	0
Mfg prefab metal bldg	1	100	100	100	0	0	0	0
Lithographic printing	1	100	100	100	0	0	0	0
Nondeposit trust	1	100	100	100	0	0	0	0
Whol electrical equip	1	50	50	100	0	0	0	0
Other payment categories								
Cash experiences	5	300	100					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collections	0	N/A	0					
Total in D&B's file	15	21,900	7,500					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.


Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
12/16	Ppt	7,500	7,500	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	750	500	0		1 mo
	Ppt	500	0	0		1 mo
	Ppt	100	50	0		1 mo
	Ppt	100	0	0		2-3 mos
	Ppt	50	0	0	N30	6-12 mos
	(008)	50			Cash account	1 mo
	(009)	0	0	0	Cash account	1 mo
11/16	Ppt	100				1 mo
07/16	(011)	100			Cash account	1 mo
	(012)	100			Cash account	1 mo
06/16	Ppt	7,500	0	0		6-12 mos
11/15	(014)	50			Cash account	1 mo
08/15	Ppt	2,500	750	0		

Payments Detail Key:  30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated 

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	7	01/14/15

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

UCC Filings

Collateral	All Inventory - All Account(s) - All General intangibles(s) - All Equipment
Type	Original
Sec. Party	TOWNEBANK, NEWPORT NEWS, VA
Debtor	RPC INDUSTRIES, INC.
Filing No.	15011438998
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2015-01-14
Latest Info Received	03/09/15

Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - General intangibles(s) including proceeds and products - Equipment including proceeds and products - Chattel paper including proceeds and products
Type	Original
Sec. Party	INSULATION DISTRIBUTOR, INC., CHANHASSEN, MN
Debtor	RPC INDUSTRIES
Filing No.	10050672206
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2010-05-06
Latest Info Received	07/16/10

Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Machinery and proceeds - Fixtures and proceeds - Equipment and proceeds
Type	Original
Sec. Party	RBC BANK (USA), ROCKY MOUNT, NC

Debtor	RPC INDUSTRIES, INC.
Filing No.	090817 71046
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2009-08-17
Latest Info Received	09/14/09

Collateral	Equipment and proceeds
Type	Original
Sec. Party	UNITED RENTALS (NORTH AMERICA), INC., HAMPTON, VA
Debtor	RPC INDUSTRIES, INC.
Filing No.	11080552654
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2011-08-05
Latest Info Received	10/03/11

Type	Continuation
Sec. Party	RBC CENTURA BANK, NEWPORT NEWS, VA
Debtor	RPC INDUSTRIES, INC.
Filing No.	081017 71239
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2008-10-17
Latest Info Received	11/24/08
Original UCC Filed Date	2004-04-12
Original Filing No.	040412 73648

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	YES (2016)
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

History & Operations

Company Overview

Company Name:	RPC INDUSTRIES, INC
Street Address:	705 Industry Dr Hampton , VA 23661
Mailing Address:	PO Box 9328 Hampton VA 23670
Phone:	757 827-9625
Fax:	757-827-5069
URL:	http://www.rpcindustriesinc.com
History	Is clear
Present management control	38 years

History

The following information was reported: **01/07/2017**

Officer(s): L LAUGHTON COCKRELL, PRES
BRENDA COCKRELL, SEC

DIRECTOR(S) : THE OFFICER(S)

The Virginia Secretary of State's business registrations file showed that RPC Industries, Inc was registered as a Corporation on December 14, 1979.

Business started 1979 by L Laughton Cockrell. 100% of capital stock is owned by L Laughton Cockrell.

L LAUGHTON COCKRELL born 1949. 1979-present active here.

BRENDA COCKRELL born 1949. Work history unknown.

L LAUGHTON COCKRELL. Work history unknown.

BRENDA COCKRELL. Work history unknown.

Operations

01/07/2017

Contractor specializing in waterproofing. Contractor of roofing work. Contractor of concrete work, specializing in concrete repair.

Description: Terms are Net 30 days. Sells to manufacturers, commercial concerns and government. Territory : Local.

Nonseasonal.

Employees: 25 which includes officer(s).

Facilities: Owns 4,800 sq. ft. in a one story cinder block building.

Location: Industrial section on side street.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

1799 0209 Waterproofing

1761 0103 Roofing contractor

1771 9902 Concrete repair

NAICS:

238990 All Other Specialty Trade Contractors

238160 Roofing Contractors

238110 Poured Concrete Foundation and Structure Contractors

Financials**Company Financials: D&B****Additional Financial Data**

D & B has updated this report using available sources.

Request Financial Statements

Requested financials are provided by RPC INDUSTRIES, INC and are not DUNSRight certified.

Key Business Ratios



D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments

32

Industry Norms Based On 32 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	5.3	UN
Return on Net Worth %	UN	26.9	UN
Short-Term Solvency			
Current Ratio	UN 	2.4	UN 
Quick Ratio	UN	2.0	UN
Efficiency			
Assets to Sales %	UN	37.1	UN
Sales / Net Working Capital	UN	6.5	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	64.1	UN

UN = Unavailable

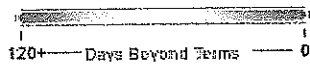
Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

3 months from Nov 16 to Jan 17

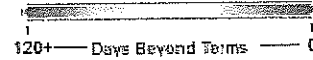
0
Days



Dollar-weighted average of 7 payment experiences reported from 7 companies

12 months from Feb 16 to Jan 17

0
Days

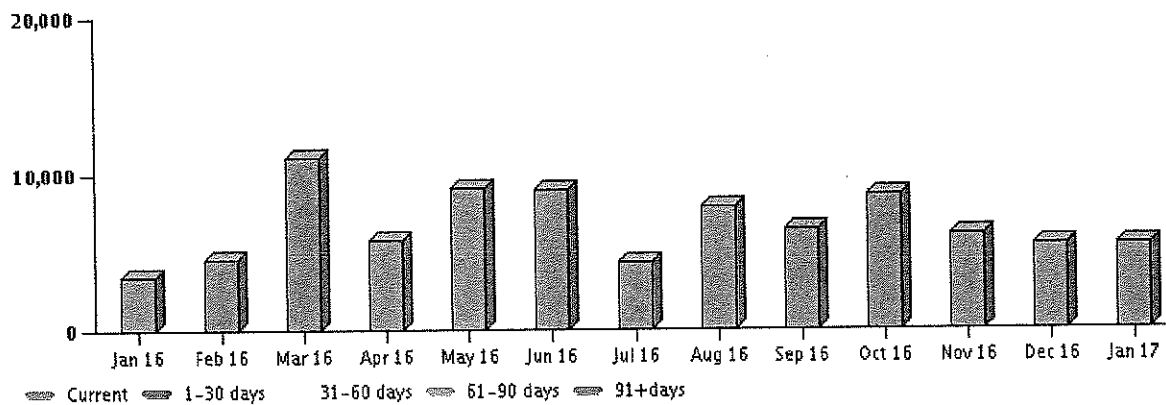


Dollar-weighted average of 8 payment experiences reported from 8 companies

Derogatory Events Last 13 Months from Jan 16 to Jan 17

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Amount Current and Past Due - 13 month trend from Jan 16 to Jan 17



Status	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
Total	3,417	4,583	11,052	5,799	9,021	9,000	4,339	7,877	6,423	8,575	6,091	5,360	5,360
Current	3,417	4,583	11,052	5,799	9,021	9,000	4,339	7,877	6,423	8,575	6,091	5,360	5,360
1-30 Days Past Due	-	-	-	-	-	-	-	-	-	-	-	-	-
31-60 Days Past Due	-	-	-	-	-	-	-	-	-	-	-	-	-
61-90 Days Past Due	-	-	-	-	-	-	-	-	-	-	-	-	-
90+ Days Past Due	-	-	-	-	-	-	-	-	-	-	-	-	-

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Recognition of Completion

HELDRETH, BRYAN T.

ID Number: 0000004417

successfully completed

HIGH PRESSURE SPF - SAFETY TRAINING

presented by

**The Center for the Polyurethanes Industry of the
American Chemistry Council**

Instructor: **ONLINE**

Completed: **12/29/2015**

Expiration: **12/29/2017**

Course Code: **ACCSPF001**





Date: January 1, 2017

Subject: JACKCRETE Approved Applicator Confirmation

To whom it may concern:

This letter is to confirm that the following applicator has been reviewed and accepted into the JACKCRETE Applicator Program for the 2017 calendar year.

RPC Industries, Inc.
705 Industry Drive
Hampton, VA 23661

RPC Industries, Inc. has successfully demonstrated to our applicator committee that they meet the requirements of the program such as verified 150,000 s.f. experience in installing concrete lifting materials, completion of JACKCRETE training, and completion of industry training such as the SPFA-PCP and ACC CPI safety program. They have shown their commitment to safety, product stewardship, employee training, and quality.

They will participate in purchasing and installing JACKCRETE, LLC concrete lifting materials under our approved applicator program for the 2017 calendar year.

If there are any questions, please contact JACKCRETE, LLC at (757)827-7822.

Sincerely,

A handwritten signature in cursive script that reads "Bryan T. Heldreth".

Bryan T. Heldreth

President

CONCRETE LIFTING WARRANTY

JACKCRETE IS SO CONFIDENT IN OUR SERVICE AND PRODUCTS THAT WE
ISSUE EVERY CUSTOMER A 2-YEAR LIMITED WARRANTY.

THIS WARRANTY PROVIDES PEACE OF MIND THAT IF THE REPAIRED AREAS
SETTLE 1/4 INCH OR MORE DURING THE WARRANTY PERIOD, WE WILL MAKE
THE ADDITIONAL REPAIRS AT NO COST TO YOU.

OUR WARRANTY IS NON-PRORATED, FULLY-TRANSFERABLE, AND BACKED
WITH THE FULL CONFIDENCE OF THE JACKCRETE TEAM.

*SEE YOUR CONTRACT DOCUMENT FOR FULL TERMS.

PROJECT DETAILS:

NAME: _____

ADDRESS: _____

COMPLETION DATE: _____



AUTHORIZED BY:

Bryan T. Heldreth

BRYAN T. HELDRETH
VICE PRESIDENT

THIS IS TO CERTIFY THAT

RPC Industries, Inc.

705 Industry Drive

Hampton, VA 23606

**IS AN APPROVED APPLICATOR OF
JACKCRETE, LLC**

FOR

POLYURETHANE CONCRETE LIFTING SYSTEMS

FOR THE PERIOD

January 1, 2017 - December 31, 2017

Bryan T. Heldbroth
PRESIDENT, JACKCRETE LLC

1/1/2016

DATE

