**VCU** Procurement Services

July 22, 2021

David Cheon Northeast Construction 8747 Whitepine Road Richmond, VA 23237

RE: Contract #: 6924365SP-02 Renewal No.: Contract Extension

Dear David Cheon,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Roofing Repair Services</u> expires on <u>8/14/2021</u>. VCU intends to extend this contract for the period of August 15, 2021 through November 14, 2021, after which the contract shall terminate.

Your signature constitutes your firm's acceptance of this extension, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources.

- X Pricing remains the same as the previous contract period.
- X By signing and submitting this contract extension letter, Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely, Teresa Hall, VCA, VCO, CUPO, VCCO Senior Buyer Procurement Services 912 W. Grace Street, 5th Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

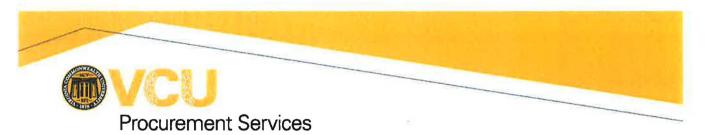
#### **RESPONSE:**

Northeast Construction Inc. / NCI Name of Firm

Signature

David W. Cheon Name Printed

Direction t Title July 22nd, 2021 Date



August 5, 2020

David Cheon Northeast Construction 8747 Whitepine Road Richmond, VA 23237 Procurement Services 912 W. Grace Street, 5th Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

RE: Contract #: 6924365SP-02 Renewal No.: Four of Four available

Dear Mr. Cheon,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Roofing Repair Services</u> expires on <u>8/14/2020</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 6924365SP-02.

Services shall be provided for renewal period: 8/15/2020 through 8/14/2021,

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

\_\_\_\_Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

\_\_By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely, Teresa L. Hall, VCA, VCO, CUPO, VCCO Senior Buyer

#### **RESPONSE:**

Northast Gustmetion (nc. Name of Firm

Signature

Name Printed

Title

Aug 5th, 2020

Date



August 1, 2019

David Cheon Northeast Construction 8747 Whitepine Road Richmond, VA 23237 Procurement Services 912 W. Grace Street, 5<sup>th</sup> Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

RE: Contract #: 6924365SP-02 Renewal No.: Three of Four available

Dear Mr. Bowman,

Your firm's contract with Virginia Commonwealth University (VCU) for **<u>Roofing Repair Services</u>** expires on <u>8/14/2019</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 6924365SP-02.

Services shall be provided for renewal period: 8/15/2019 through 8/14/2020.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

\_\_\_X\_\_\_Pricing remains the same as the previous contract period.

\_\_\_\_Attached is the revised pricing in accordance with the contract terms.

X\_\_\_\_By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

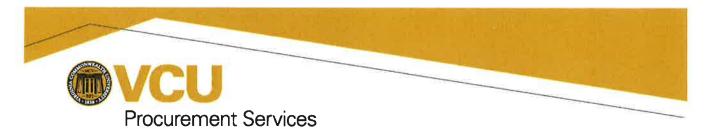
Please return this document to me as soon as possible. Your response may be emailed to me at <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely,

Teresa L. Hall, VCO, CUPO, VCCO Senior Buyer

#### **RESPONSE:**

| Northeast Construction Inc.    |
|--------------------------------|
| Name of Firm                   |
|                                |
| Signature                      |
| DAVID W. CHEON<br>Name Printed |
| Title                          |
| Aug. 8+4, 2019                 |
| Date                           |



July 16, 2018

David Cheon Northeast Construction 8747 Whitepine Road Richmond, VA 23237 Procurement Services 912 W, Grace Street, 5<sup>th</sup> Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

RE: Contract #: 6924365SP-02 Renewal No.: Two of Four available

Dear Mr. Bowman,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Roofing Repair Services</u> expires on <u>8/14/2018</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 6924365SP-02.

Services shall be provided for renewal period: 8/15/2018 through 8/14/2019.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

Pricip

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

✓ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely, Teresa L. Hall, VCA, VCO Senior Buyer

#### **RESPONSE:**

| Northeast Construction Inc.    |
|--------------------------------|
| Name of Firm                   |
|                                |
| Signature                      |
| DAVID W. CHEON<br>Name Printed |
| Title                          |
| Aug. 8+4, 2019                 |
| Date                           |

#### IRGINIA COMMONWEALTH UNIVERSIT



July 7, 2017

Northeast Construction 8747 Whitepine Road Richmond, VA 23237 **Procurement Services** 

Make it real

912 W. Grace Street Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837

RE: Contract #: Renewal No.: 6924365SP-02 1 of 4

Dear David Cheon,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Roofing Repair Services</u> expires on <u>8/14/2017</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract no. 6924365SP-02.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement.

#### OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for renewal period: <u>8/15/2017</u> through <u>8/14/2018</u>.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me no later than Friday, July 14, 2017. Your response may be emailed (caprice@vcu.edu). If you have any questions, please contact me at (804) 828-0160

Sincerely,

Cheryl A. Trice

Cheryl A. Price, MBA, C.P.M., CUPO Senior Buyer

An Equal Opportunity/Affirmative Action University

**RESPONSE:** 

Northeast Construction (nc. Name of Firm

Signature

W. CHEON DAVID

Name Printed

Title

president July 7 7th, 2017

Date

#### COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

#### Contract Number: 6924365SP-02

This contract entered into on <u>8/11/2016</u> by Northeast Construction Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF THE PERFORMANCE**: From <u>August 15, 2016</u> through <u>August 14, 2017</u> with four (4) successive one (1) year renewal options.

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services for Roofing Repair Term Contract Services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals # 6924365SP dated May 6, 2016 including Addendum #1 dated 5/18/16.
- (3) The Contractor's Proposal dated 6/1/16; and
- (4) The Negotiated Modification dated 8/10/16.

All of which documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

#### CONTRACTOR:

Northeast Construction Inc.

| By:          |  | Name<br>Printed:           | Woo "David" Cheon                                |  |  |  |
|--------------|--|----------------------------|--|--|--|--|
| Date:        | 8/11/2016                                | Title: Pro                 | esident  |  |  |  |
| PURC         | PURCHASING AGENCY:                       |                            |  |  |  |  |
| <u>Virgi</u> | inia Commonwealth University             |                            |  |  |  |  |
| By:<br>Date: | Biendalyseen                             | Name<br>Printed:<br>Title: | Brenda Mowen<br>Director of Procurement Services |  |  |  |
|              | an a |                            |  |  |  |  |

#### VIRGINIA COMMONWEALTH UNIVERSITY NEGOTIATION MODIFCATION SUMMARY

#### RFP #6924365SP- Roofing Repair Term Contract DATE: <u>August 10, 2016</u>

#### BUYER <u>Steven Pulis. Category Manager. Construction</u>, A/E and Facilities

ALL formal procurements involving negotiation will be summarized into a single document. This document shall specify the final outcome when negotiations have concluded and final agreements have been made.

All emails, records of phone calls, conference discussions and any other communication method used to conduct negotiations shall be saved as part of the supporting documentation for the formal procurement, but only the summary will be submitted with the contract documents being presented for signature.

#### **SUMMARY OF NEGOTIATIONS:**

**Offeror: Northeast Construction Inc.** 

- No Exceptions to the Terms and Conditions of the RFP.
- Gest an Final offer:

| Pricing Schedule: Fully Burdened Labor<br>Rates to include wages, overhead,<br>administrative costs, travel, and all other | Regula | ar (7:30am to | Overtime (after<br>M)/Weekends/H | oliday |
|--|--------|---------------|----------------------------------|--------|
| costs including profit) :  | 4:30PM | ) Hourly Rate | Hourly Rates                     |        |
| Foreman  | \$     | 76.00         | \$                               | 93.00  |
| Roofer   | \$     | 60.80         | \$<br>                           | 74.40  |
| Helper   | \$     | 46.55         | \$<br>                           | 63.24  |

Total Contract Estimated Amount: \$50,000.00 (Contract amount is an estimate not a guarantee of work)

## RFP # 6924365SP Response

VCU – Roofing Repair Term Contract

(Proprietary Information *Not Applicable*)

June 1<sup>st</sup>, 2016



VIRGINIA COMMONWEALTH UNIVERSITY





### Table of Contents Description TAB # Experience and Qualifications ......4 Attachment B ......6 Attachment C ......7 Attachment D......8 Attachment F.....10 Attachment G.....11

Northeast Construction Inc.

June 1<sup>st</sup>, 2016



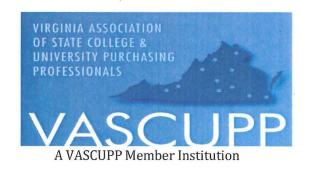
### **Request for Proposals**

#### RFP #: 6924365SP

#### RFP Title: ROOFING REPAIR TERM CONTRACT

Date: May 6, 2016

Due Date: June 1, 2016 at 2:00pm



#### **REQUEST FOR PROPOSALS RFP# 6924365SP**

Issue Date:

Title:

Issuing and Using Agency:

May 6, 2016 ROOFING REPAIR TERM CONTRACT

Virginia Commonwealth University Attention: Steven Pulis 912 West Grace Street, 5<sup>th</sup> Floor P.O. Box 980327 Richmond, Virginia 23298-0327

Period of Contract: One (1) year with Four (4) successive one-year renewal options.

Proposals for furnishing the services described herein will be received until 2:00 p.m. EST on June 1 2016.

All inquiries for information should be sent via email to Steven Pulis, Category Manager for Construction, A/E and Facilities, at spulis@vcu.edu.

This solicitation and any addenda are posted on the eVa website at: <u>http://www.eva.virginia.gov</u>.

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

**IF PROPOSALS ARE HAND-DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER SERVICE, DELIVER TO: VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT SERVICES, 912 W GRACE ST., 5th FLOOR, RICHMOND, VA 23284.** IF PROPOSALS ARE SENT VIA US MAIL (NOT RECOMMENDED), SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.** 

#### NAME AND ADDRESS OF FIRM:

| Northeast Construction Inc |                 | Date: 6/1/2016          |             |
|----------------------------|-----------------|-------------------------|-------------|
| 8747 Whitepine Road        | 8               | By (Signature In Ink):  |             |
| Richmond Zip Co            | ode 23237       | Name Typed: David       | Cheon       |
| E-Mail Address: dcheon@nc  | ortheastusa.com | Title: President        |             |
| Telephone: (804) 271-7711  |                 | Fax Number: ( 804 )     | 271-7731    |
| Toll free, if available    |                 | Toll free, if available |             |
| DUNS NO.:                  | 008717363       | FEI/FIN NO.:            | 52-1989823  |
| REGISTERED WITH eVA:       | (╳) YES ( ) NO  | SMALL BUSINESS:         | (⋊YES ()NO  |
| VIRGINIA DSBSD CERTIFIED:  | (╳) YES ( ) NO  | MINORITY-OWNED:         | () NO       |
| DSBSD CERTIFICATION #:     | DBE 685433      | _WOMEN-OWNED:           | () YES (XNO |

#### <u>A Pre-Proposal Conference will be held. See Section V. herein.</u>

THIS SOLICITATION CONTAINS 36 PAGES.



#### DATE: 5/18/2016 ADDENDUM # 1 TO ALL OFFERORS:

| Reference:               | RFP# 6924365SP               |
|--------------------------|------------------------------|
| Commodity/Title:         | Roofing Repair Term Contract |
| Issue Date:              | May 6, 2016                  |
| Proposal Due:            | June 1, 2016 @ 2:00 PM EST.  |
| Pre-Proposal Conference: | May 18, 2016 @ 1:00PM EST    |

This Addenda includes the following information from the Pre- Proposal Conference dated May 18, 2016.

Notes from the Pre-Proposal Conference:

- 1) Question concerning existing warranties and/or manufacturers? Yes warranty's will be utilized where or when necessary.
- 2) Any buildings that have daily time restrictions? Yes, on weekends as well.
- What about access to the roofs? Most buildings have access but some historical houses do not.
- 4) Will repairs escalate to total replacement in house or through capital improvements? Yes can be both.
- 5) What is the building permit process? It is written in the Statement of Needs.
- 6) Any stipulations for subcontractors? It is written in the Statement of Needs.
- 7) When a need is determined how does the process work? Rotation type basis, work is kept equitable.
- 8) Expectation once a call is placed? It is written in the Statement of Needs.
- 9) How does the vendor specify roofs are under warranty? Specify in the proposals which warranty your firm is certified to work on.
- 10) Remember this contract is a time and material contract, the labor rate must be fully burdened to include, wages, overhead, administrative costs, travel, and all other cost including profit.
- 11) Questions should be submitted via email to <u>spulis@vcu.edu</u> no later than Monday. May 23,
   2016 at 12:00PM EST. All questions asked, and responses will be provided by Tuesday,

May 24 2016 at 4:00PM EST. For any question(s) asked that may change the scope of the requirements a written addendum will be sent to all firms represented at the conference.12) The Conference Register is attached to this addendum.

NOTE: A signed acknowledgment of this Addendum must be received by this office either prior to the Proposal Due Date and hour <u>or</u> attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. <u>The original proposal document must also be signed</u>.

Very truly yours,

Ster Polo

Steven A. Pulis, VCO, VCCO, CUPO, FMP Category manager-Construction, A&E and Facilities.

I hereby acknowledge receipt of Addendum # 1 for RFP# 624365SP-Roofing Repair Term Contract

Northeast Construction Inc. Name of Firm Signature/Title

5/18/2016

Date



#### VII. Proposal

#### **B. Specific Proposal Requirments Response**

VII.B.2.a. Northeast Construction Shall Comply with mandatory requirments as presented in section IV, Satement of Needs, Items A through P. Section S could not be found.

VII.B.2.b. Northeast Construction install's various roofing systems per Manufacutrer's requirments. This allows for a standard basis of construction along with maintaining any possible warranty the roof system may be cover under. Upon request we can install roofing on a more stringent standard.

VII.B.2.c Northeast Construction Inc. (NCi) will bill at our hourly rate outlined in the pricing schedule. NCi will bill materials and equipment at cost to VCU. NCi does business with mutipal vendors and manufacutruers this allows NCi to collect a group of pricing from mutipal sorces and evaluate which vendor would best fit the needs of VCU and NCi.

VII.B.2.d Nci confirms that it can provide roofing work on an asneeded basis or can work with VCU to develop and implement an Operation and Maintanence Program that complys with their manufactures.

VII.B.2.e NCi Response time in Emergency situations is 1.5 hours. For Prevenitive maintainance calls, we can work around the schedule of VCU, minimum 48 hour notice is needed to schedule crews.

VII.B.2.f Following award of Contract it would take 1 week for NCi to set up VUC in our system and begin providing repair services. Depending on the size and Scope of each Work order lead times for materials could affect our mobilization.

VII.B.2.g NCi is capable of maintaining the contract duration outline in Term section of page 4.

VII.B.2.h NCI accepts the terms and conditions outlined in Sections VII, General Terms and Comditions, Section IX, Special Terms and Conditions, Section X, Non Capital Outlay Terms and Conditions and Section XI, Method of Payment.



VII. Proposal

**B.3. Experience and Qualifications** 

VII.B.3.a.

AIRFORCE Andrews AFB, MD

Timeframe: Mar. 2012 - Present

Providing all labor, equipment, and materials and performing all work required by the contract for building roofing and exterior repair, cleaning, and maintenance. Replacing, repairing, and cleaning gutters and downspouts, installation of a new aluminum leaf guard system, perform water leak testing, and ongoing maintenance service.

Point of Contact: Denise Bowers

097 San Antonio Blvd., Andrews AFB, MD 20762

dbowers@mmhusa.com

301-736-8083

ARMY Fort Lee, VA

Timeframe: Mar. 2012 - Mar. 2017

Annual Maintenance of Moveable and Skyfold Walls in accordance with the statement of work (SOW). On-Call Repairs to Moveable and Skyfold Walls at The Defense Commissary Agency Headquarters. Contractor shall arrive at DeCA within 4 hours of a call for repair if the call is before 12:00 noon. Calls after 12:00 noon shall be responded to the next business day.

Point of Contact: Jason Reedy

1300 E. Avenue, Fort Lee, VA 23801

Jason.reedy@deca.mil

804-734-8000



#### FEDERAL RESERVE BANK Richmond, VA

Timeframe: Mar. 2014 - Mar. 2017

Provide Annual Inspection and Maintenance with written report, photographs, deficiencies that need immediate attention now and in the future, and pricing to repair each deficiency. Field testing, including infrared, capacitance, core sampling, and nuclear backscatter will also be provided upon request.

Point of Contact: Stephanie Renninger

P.O Box 27622, Richmond, VA 23261

Stephanie.renninger@rich.frb.org

804-697-8413

<u>VII.B.3.b</u>

#### Key Personnel Resumes

| ACT   | YEARS EXP | PERIENCE        |
|-------|-----------|-----------------|
| a. T( | OTAL      | b. CURRENT FIRM |
|       | 10        | 8               |
|       | a. T      | a. TOTAL        |

FIRM NAME AND LOCATION (City and State):

Northeast Construction, Inc. - 3141 Fairview Park Drive, Suite 200, Falls Church, VA 22042

| EDUCATION (DEGREE AND SPECIALIZATION) | CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)<br>OSHA 30 Hour Training • Advanced Scheduling P3 & P6 Certification<br>• Timberline Precision Estimating Certification • Software - AutoCAD<br>13, Microsoft Project, Prolog, Suretrak, Timberline Estimating, |
|---------------------------------------|--|
|                                       | Viewpoint,   |



**ASS Architectural Engineering** 

**ASS Construction Management** 

University of Alaska, 2002

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

| RELEVANT PROJECTS |                       |  |                          |                              |  |
|-------------------|-----------------------|--|--------------------------|------------------------------|--|
|                   | TITLE AND LOCATION (C | ity and State)   | YEAR CO                  | MPLETED                      |  |
|                   | Project Manager       |  | PROFESSIONAL<br>SERVICES | CONSTRUCTION (If applicable) |  |
|                   |                       |  | 2006                     | Present                      |  |
| a                 | BRIEF DESCRIPTION (Br | ief scope, size, cost, etc.) AND SPECIFIC ROLE   | Check if project perform | ed with current firm         |  |
|                   |                       |  |                          |                              |  |
|                   | PROFESSIONAL EX       | KPERIENCE  |                          |                              |  |
|                   | Feb. 2007 -           | Project Manager  | Northeast Con            |                              |  |
|                   | Present               |  | Richmond & Fal           | ls Church, VA                |  |
|                   |                       | Managed new, replacement, and repair of roof systems and reinstitutional, and multifamily residential buildings. Responsibi  | ,                        |                              |  |
|                   |                       | <ul> <li>Project management, including preparation of proposals ar<br/>reports, schedules, bid packages, and contracts.</li> <li>Provide project setup, scheduling, and report preparation.</li> <li>Provide quality control and quality assurance of construction</li> <li>Management and supervision of roofing crews</li> <li>Conduct three phases of control for each definable feature</li> <li>Coordinate work with subcontractors</li> <li>Coordinate work with Contracting Officer's Representative</li> <li>Prepare and submit change orders as needed</li> </ul> | on.                      | oject financial              |  |



|             | <ul> <li>Contract and manage subcontractors for engineering, construction services.</li> </ul>   | ruction inspection, and  |
|-------------|--|--|
|             | • Oversea the submittal review process from initial document implementation.   | receipt to subcontractor   |
| Aug. 2005 - | Superintendent/Foreman   | Curtis Home Improvements   |
| Feb. 2007   |  | Beaver Dam, VA   |
|             | Responsibilities as a Superintendent include performing safet<br>and developing corrective action plans. Performs Job Safe<br>development of related training tools. Authorize for work stop<br>under unsafe or hazardous conditions. Work closely with t<br>implementing safety controls and policies. Works with Govern<br>address any non-compliance issues and proactively address<br>Supervise the set up safety equipment, load materials, and co<br>perform the work on site every day. | ety Analysis and assist in the<br>page if work is being executed<br>he Executive Safety Officer in<br>ment Safety Representatives to<br>ses any foreseeable concerns.  |
| Nov. 2002 - | Superintendent/Foreman   | Purcell Construction   |
|             | Superintendenti oreman   |  |
| Aug. 2005   | *  | Anchorage, AK  |
|             | Responsibilities as a Superintendent include performing safet<br>and developing corrective action plans. Performs Job Safe<br>development of related training tools. Authorize for work stop<br>under unsafe or hazardous conditions. Work closely with t<br>implementing safety controls and policies. Works with Govern<br>address any non-compliance issues and proactively addres<br>Supervise the set up safety equipment, load materials, and co<br>perform the work on site every day.  | ety Analysis and assist in the<br>ppage if work is being executed<br>he Executive Safety Officer in<br>ment Safety Representatives to<br>ses any foreseeable concerns. |
|             |  |  |

www.northeastusa.com Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071



#### COMPLETED PROJECT LIST:

Blanket Ordering Agreement (BOA), Andrews AFB, MD - \$603,887 Design-Build Renovate Bldg. 197, Washington DC Navy Yard - \$3,302,701 Design-Build Fort Belvoir Obstacle Course, Ft. Belvoir, VA - \$198,105 Design-Build GSA Cooling Tower Replacement, Washington, DC - \$403,171 Design-Build Renovate Exterior of NAVSEA HQ Building 1, NSA, Philadelphia, PA - \$1,979,976 Design-Build Fort Meyer Bollards, Ft. Meyer, Arlington, VA - \$200,158 Replace Roof, Bldg. A52, Naval Research Laboratory, Washington, DC - \$476,000 Blanket Ordering Agreement (BOA), Fort Belvoir, VA - \$2,993,340 Construction of 119 Homes, Bolling AFB, Washington, DC - \$3,603,887 Re-roof Richmond Justice Center, Richmond, VA - \$1,119,770.00 Demolition and Abatement of Various Buildings, Fort Belvoir, VA - \$926,736 Radiant Baseboard Heat Installation, Bldg. 195, Ft. lee, VA - \$318,553 Re-roof Capital One Multi-Purpose Building, Richmond, VA - \$641,741 VA Historic Buildings 3, 31, & 37 Emergency Roof Repair & Replacement, Hampton, VA - \$911,817 Storm Damage, Roof & Lead Abatement for Historic Buildings, VA Medical Center, Hampton, VA - \$659,300 Design-Build Renovation of Building 78, Ft. Lee, VA - \$413,000 Replace Roof VA Union, Richmond, VA - \$494,465



| RE               | SUMES OF KEY PERSONNEL PROPOSED | FOR THIS CONTRACT |                 |
|------------------|---------------------------------|-------------------|-----------------|
| NAME             | ROLE IN THIS CONTRACT           | YEARS EX          | PERIENCE        |
| Sammy Raikatalau | Superintendent                  | a. TOTAL          | b. CURRENT FIRM |
|                  |                                 | 16                | 2               |

FIRM NAME AND LOCATION (City and State):

Northeast Construction, Inc. - 3141 Fairview Park Drive, Suite 200, Falls Church, VA 22042

| EDUCATION (DEGREE AND SPECIALIZATION)  | CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)                  |
|--|---|
| ASS Architectural Engineering, British | OSHA Occupational Safety & Health Professional 132 Hours                  |
| Columbia, 2000                         | OSHA 30, Confined Space Training  |
|  | Hazard Communication Program 5 Hour Training, First Aid / CPR<br>Training |

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

National Asphalt Pavement Association Safety Task Force, American Society of Safety Engineers, IRTBA Construction & Work one Safety Committee, ARTBA Safety & Insurance Committee

|   | RELEVANT PROJECTS   |                          |                              |
|---|---|--------------------------|------------------------------|
|   | TITLE AND LOCATION (City and State)                                 | YEAR COMPLETED           |                              |
|   | Superintendent  | PROFESSIONAL<br>SERVICES | CONSTRUCTION (If applicable) |
|   |   | 2000                     | present                      |
| a | BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo   | ormed with current firm      |

#### www.northeastusa.com

Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071



#### PROFESSIONAL EXPERIENCE

Feb. 2013 - Site Safety Officer/Superintendent

Present

Northeast Construction, Inc. Richmond & Falls Church, VA

Responsibilities include performing safety inspections; identifying issues and developing corrective action plans. Performs Job Safety Analysis and assist in the development of related training tools. Authorize for work stoppage if work is being executed under unsafe or hazardous conditions. Work closely with the Executive Safety Officer in implementing safety controls and policies. Works with Government Safety Representatives to address any non-compliance issues and proactively addresses any foreseeable concerns. Supervise the set up safety equipment, load materials, and coordinate with crew manpower to perform the work on site every day. Oversee safety awareness of all employees and subcontractors. Ensure that work meets government regulatory and code requirements, customer requirements, contract requirements, contract technical specifications, contract drawings, approved contract submittals, and company quality standards and specifications

Jul. 2011 -

Construction Inspector

Jan. 2013

C.T.I Consultant

#### Richmond, VA

Responsibilities include performing safety inspections; identifying issues and developing corrective action plans. Performs Job Safety Analysis and assist in the development of related training tools. Works with Safety Representatives to address any non-compliance issues and proactively addresses any foreseeable concerns. Supervise the set up safety equipment, load materials, and coordinate with crew manpower to perform the work on site every day. Oversee safety awareness of all employees and subcontractors. Ensure that work meets government regulatory and code requirements, customer requirements, contract requirements, contract technical specifications, contract drawings, approved contract submittals, and company quality standards and specifications



Γ

| Feb. 2009 - | Roof Designer   | Struc-Technology   |
|-------------|---|--|
| July. 2011  |   | Doswell, VA  |
|             |   | nt of presentation and working drawings. Utilized<br>cuments for use in the field. Updated architectural |
| Jan. 2007-  | Construction Manager & Builder  | Christopher Humes  |
| Jan. 2009   |   | Richmond, VA   |
|             | Managed the construction of an Art Studio. F  | Responsibilities included the following:   |
|             | <ul> <li>Consult and provide customer support on</li> <li>Daily safety monitoring</li> <li>Provided quality control and quality assura</li> </ul> |  |
| Mar. 2007-  | Intern  | Cornerstone Architects   |
| Dec. 2008   | r   | Richmond, VA   |
| ×           |   | nt of presentation and working drawings. Utilized cuments for use in the field. Updated architectural    |
| Mar. 2007-  | Team Leader/Fine Carpenter  | Steelbrace Construction &  |
| Dec. 2008   |   | Management Ltd.  |
|             |   | High River, Canada   |



|                         | Responsibilities included overseeing the remodeling of a  | Community Center.                                      |
|-------------------------|---|--|
| Jan. 2007-<br>Dec. 2008 | Foreman   | Skyway Canada<br>Kelowna, BC, Canada                   |
| Dec. 2000               | Currentiand the construction of various projects. Decremo   |  |
|                         | Supervised the construction of various projects. Responsi   | -  |
| Sep. 2005-              | <ul> <li>Consult and provide customer support on a daily basis.</li> <li>Daily safety monitoring</li> <li>Provided quality control and quality assurance of constr<br/>Architectural Designer</li> </ul>                                      |  |
| Jan. 2007               |   | Port Vila, Vanuatu, South Pacific                      |
| . · ·                   | Responsibilities included design development of presenta<br>AutoCAD to create accurate Construction Documents for u<br>library to current standards   |  |
| Sep. 2000-              | Senior Architectural Designer/Construction<br>Manager   | European Union Vanuatu<br>Educational Development      |
| Sept. 2005              |   | Port Vila, Vanuatu, South Pacific                      |
|                         | Responsibilities included design development of presenta<br>AutoCAD to create accurate Construction Documents for u<br>library to current standards Responsibilities also included<br>• Consult and provide customer support on a daily basis | use in the field. Updated architectural the following: |



- Daily safety monitoring
- Provided quality control and quality assurance of construction

#### VII.B.3.C

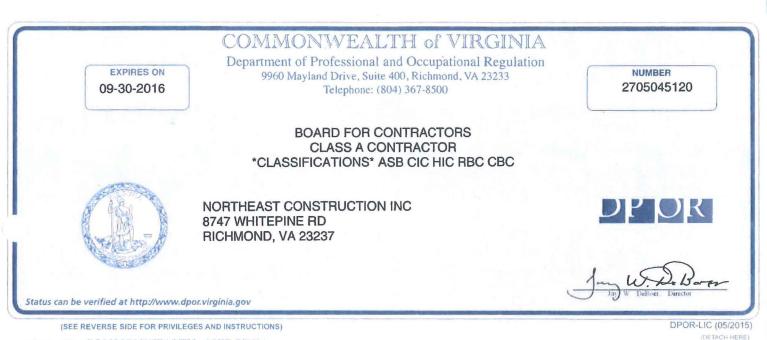
- 1. Company Contractor License "See Attachment A"
- 2. Proof of year in business "See Attachment B"
- 3. eVA Registration "See Attachment C"
- 4. RRO Certification "See Attachment D"
- 5. Manufacturers Certifications "See Attachment E"
- 6. Supervisory personnel inspection/manufacture certifications N/A
- 7. NCi bonding capacity statement of limits "See Attachment F"
- 8. Proposed Price Schedule "See Attachment G"
- 9. DMBE Certification "See Attachment H"



## Attachment

Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071

www.northeastusa.com



DEOR COMMONWEALTH of VIRGINIA Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS CONTRACTOR

\*CLASSIFICATIONS\* ASB CIC HIC RBC CBC NUMBER: 2705045120 EXPIRES: 09-30-2016

NORTHEAST CONSTRUCTION INC 8747 WHITEPINE RD RICHMOND, VA 23237





## Attachment B

www.northeastusa.com Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071

#### ARTICLES OF INCORPORATION OF NORTHEAST CONSTRUCTION, INC.

We hereby associate to form a stock corporation under the provisions of Chapter 9, of Title 13.1 of the Code of Virginia, and to that end, set forth the following:

- 1. The name of the Corporation is NORTHEAST CONSTRUCTION, INC.
- 2. The Corporation shall have the power to enter into partnership agreement with other corporations and individuals, to hold stock of other corporations and also to carry on business of any character, whatsoever, that is not prohibited by law or required to be stated in these Articles.
- 3. The aggregate number of shares which the corporation shall have the authority to issue and the par value per share, are as follow:

| Class  | Number of Shares | Par Value per Share |
|--------|------------------|---------------------|
| Common | 5,000            | \$1.00              |

4. The post office address of the initial Registered office of the Corporation is 8041 Forest Hill Avenue, Richmond, Virginia, 23225. The name of City in which the initial Registered Office is located in Richmond, Virginia. The name of its initial Registered Agent is Herman C. (Dan) Daniel, III, P.C., which is a professional Stock Corporation authorized to transact business in the Commonwealth of Virginia and whose business address in the same as the address of the initial Registered Office of the Corporation.

- 5. No holder of shares of any class of stock of the Corporation shall have any preemptive or preferential right to purchase or subscribe to (i) any shares of any class of stock of the corporation, whether now or hereafter authorized, (ii) any warrants, rights, or option to purchase any such stock, or (iii) any securities or obligations convertible into any such stock or into warrants, rights, or options to purchase any such stock.
- 6. The number of Directors constituting the initial Board of Directors is one (1) and the name and address of the person who is serve as the initial Director is:

| NAME                 | ADDRESS             |  |
|----------------------|---------------------|--|
| Woo K. "David" Cheon | 8747 Whitepine Road |  |
|                      | Richmond, VA23237   |  |

7. Each person now or hereafter an Officer, Director, Employee or Agent of the Corporation (and his heirs, executors, and administrators) shall be indemnified by the Corporation in accordance with the powers enumerated in Title 13.1 of the Virginia Code, Chapter 9, Article 10, as now enacted and as amended from time to time.

Date: August 1, 2008

**INCORPORATOR:** OWNICC

Woo K. "David" Cheon BY:

Kaura M Carnshaw # 268838 Notary Public, Chesterfield, VA My commission expires 2.28-2014



# Attachment

Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071

www.northeastusa.com

#### 5/18/2016

#### Account Maintenance

| Account Maintena | ance |
|------------------|------|
|------------------|------|

| Location Details Addresses Commodities Service Areas SWaM Profile Users Registration Level W-9 Info  |   |  |  |
|--|---|--|--|
| Update Contacts Add New Location   |   |  |  |
| Registration Level         Vendors may change registration level at any time.         Save       Undo  |   |  |  |
| Company Information  | _ |  |  |
| Headquarters Account Code: EPV75752<br>Headquarters Account Legal Name: Northeast Construction Inc<br>Vendor/Customer: E88097  |   |  |  |
| Legal Name : Northeast Construction Inc  |   |  |  |
| <ul> <li>✓<u>Current Service Level Information</u></li> <li>*Registration Level : Send bid notices ▼</li> <li>Original Registration Date : 12/12/05</li> <li>Start Date for Current Registration : 12/13/15</li> </ul>   |   |  |  |
| ▼Renewal Service Level Information *Renew Registration Level: Send bid notices ▼ Renewal Notification Type: Email ▼ Renewal Date: 12/13/16   |   |  |  |
| <ul> <li>Last Change History</li> <li>Last Registration Change Date : 01/01/16</li> <li>Last Registration Change Type : Renewal Notification Type Email   Registration Level 2   Renew Registration Level 2</li> <li>Last Registration Change By : prodjm</li> </ul> |   |  |  |

### Account Maintenance

| Account |  |
|---------|--|
|         |  |

| Location Details  | Addresses            | Commodities Service  | Areas          | SWaM Prof | ile Use | ers Registra | tion Level W-9 | Info |           |
|---|----------------------|--|----------------|-----------|---------|--------------|----------------|------|-----------|
| Update Contacts   | Add New L            | ocation  |                |           |         |              |                |      | damente d |
| Location Information<br>On this page you may view and modify information specific to your business location. Please select Save when you are finished with your<br>changes. If you have not saved the record, you can click Cancel to remove the last change that was made. Remember, Only Master Users<br>for this location may make updates to this information.<br>Save Changes Cancel   |                      |  |                |           |         |              |                |      |           |
| Save Changes Cancel       ▼                 Location Information             Headquarter Standard Name : Northeast Construction             Inc                Classification : Service Vendor ▼                 Headquarters Account Code : EPV75752             Vendor/Customer : E88097             Virginia Location ID : VA10029710             VA Location Standard Name : Northeast Construction             Inc             *Preferred Ordering Method : Electronic             *Accept Charge Cards? : Accepts VISA             *             *Accept SVISA             *             *  |                      |  |                | <b>V</b>  |         |              |                |      |           |
| ✓ <u>Attachments</u> Add your Attachm   |                      |  |                |           |         |              | Type of        |      |           |
|   | Delete               | File Name  |                | Size      | Date    | Description  | Attachment     |      |           |
| Your<br>Attachments :   | ✓ <b>●</b>           | Northeast Construction Inc   | c.pdf          | 86.88 KB  | 6/14/13 |              | W-9            |      |           |
| NCI General Capability Statement         206.79 KB         7/16/12         Capability<br>Statement         Standard           First Prev         Next         Last         Statement         Statement </td <td></td> |                      |  |                |           |         |              |                |      |           |
| ▼ <u>Discount Terms</u><br>Number of Days<br>Number of Days<br>Number of Days<br>Number of Days   | 1: 15<br>2: 30<br>3: | Discount Percent<br>Discount Percent<br>Discount Percent<br>Discount Percent | 2: 1.000<br>3: |           |         |              | й<br>          | • r  |           |



## Attachment D

www.northeastusa.com Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071



### Be it known that

### David C. Collins, RRO

having given satisfactory evidence of necessary qualifications with regard to character, education, and experience as required by RCI, Inc. was examined - duly registered - awarded this certificate and is henceforth recognized as a

### **Registered Roof Observer**

In testimony whereof Registration Number <u>1213</u> is issued under the seal of RCI and the signatures of the President and Secretary, this <u>26th</u> day of <u>May</u>, <u>2010</u>.

RCI. INC.

1500 Sunday Drive, Suite 204 Raleigh, NC 27607 (800) 828-1902 • www.rci-online.org



Kbert J. Moder

President

In mitty

Secretary



### Attachment E

www.northeastusa.com Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071



May 27, 2016

NORTHEAST CONSTRUCTION INC 8747 Whitepine Rd Richmond, VA 232372282

To Whom It May Concern:

Please be advised that NORTHEAST CONSTRUCTION INC is a licensed Red Shield applicator in good standing with Firestone Building Products Company.

NORTHEAST CONSTRUCTION INC is authorized with Firestone for EPDM effective 05/06/2013, APP effective 12/12/2014, ULTRAPLY effective 05/06/2013, Metal effective 05/06/2013, SBS/BUR effective 12/12/2014 under license #12436.

Firestone is proud to include NORTHEAST CONSTRUCTION INC into our family of Red Shield applicators.

If I may be of further assistance, please feel free to call my office.

Sincerely,

hil Som

Phil LaDuke Director, Quality Assurance

PL/jas

5/27/2016

A Generation of Performance Backed by a Century of Experience 250 West 96th Street • Indianapolis, IN 46260 • 317-575-7000 Fax: 317-575-7100 http://www.firestonebpco.com



THIS CERTIFIES THAT

### **Northeast Construction Inc DBA NCI**

Valid 7/06/2015- 7/06/2016

HAS BEEN APPROVED BY UNIFLEX FLUID APPLIED ROOFING SYSTEMS TO BE AN AUTHORIZED PREMIER CONTRACTOR

Peter Donati Director - UNIFLEX® CERTIFICATE # 709



### Northeast Construction Inc

has achieved status of Certified<sup>™</sup> Weather Stopper<sup>®</sup> Roofing Contractor for GAF (Residential Roofing Products Division), North America's largest roofing manufacturer.



They have pledged to insure that each customer receives their "best and safest choice" in roofing and are authorized to offer the Weather Stopper<sup>®</sup> System Plus Ltd. Warranty.

GAF License#: CE15221 Valid Through: 5/31/2016

Min 15

Robert B. Tafaro President and CEO, GAF

Jane R Slaver

James R. Slauson Vice President, Certified Program & Services, GAF

Place Sticker Here FABRAL

June 19, 2015

Re: ANSI/SPRI ES-1 Rated Edge Metal Certificates

To Whom It May Concern:

Please find the enclosed Authorized Fabricator Certificate. This is your cert to show potential customers that you are an authorized fabricator of Fabral's system. We are also enclosing a sample job specific Certificate of Compliance that will be available to you that can be used as a project close-out document. As you require these, please contact Dan Good at dgood@fabral.com with the job particulars and we will get those out to you.

If there are any questions please feel free to contact me in Fabral's Engineering Department.

Sincerely,

Mark Mullins Applications Engineer Product Training Manager Fabral Metal Wall and Roof Systems 717.606.3852 mmullins@fabral.com

3449 Hempland Road · Lancaster, PA 17601 · P (800) 477-2741 · F (800) 283-4289 · Fabral.com

# PEAK ADVANTAGE

#### JOHNS MANVILLE PEAK ADVANTAGE® APPROVED ROOFING CONTRACTOR

**ATTACHMENT 1** 

#### **APPOINTMENT FOR GUARANTEED WORK**

Pursuant to the terms of the Johns Manville Approved Roofing Contractor Agreement, Northeast Construction, Inc. is appointed a Johns Manville Approved Roofing Contractor for the following type(s) of Johns Manville Roofing Systems. This appointment shall become effective once all representatives have initialed the appointment made under this Agreement.

System Type

APP; BUR; SBS Asphalt Applied; SBS Heat Welded; SBS Self Adhered; EPDM; PVC; TPO; Registration - JM Insulation Only Guarantee Type All Terms

#### JMARC (Contractor)

Scott Lee Printed Name

Scott Lee (May 4, 2016) slee@northeastusa.com

Northeast Construction, Inc. Name of Firm

May 4, 2016 Date

#### JOHNS MANVILLE ROOFING SYSTEMS

Ryan Rickerds Printed Name

Rian Rickerde Ren Rickerds (May 5, 2016)

Authorized Johns Manville Representative

Peak Advantage Program Director

Title

May 5, 2016 Date

### **≉ siplast**

Siplast Select Roofing Contractor Agreement

An Icopal Group Company

### **Siplast** ROOFING CONTRACTOR AGREEMENT

THIS AGREEMENT is dated as of the <u>15</u> day of <u>July</u>, 20 <u>2015</u>, by and between SIPLAST, INC., an Arkansas corporation, having a place of business at 1000 E. Rochelle Blvd., Irving, Dallas County, Texas (hereinafter "SIPLAST"), and Northeast Construction Inc.

having a place of business at 8747 Whitepine Road Richmond, Chesterfield County, VA 23237

(hereinafter "Contractor").

WHEREAS, SIPLAST sells and distributes materials to be used in producing a roof membrane on buildings designed and constructed by others; and

WHEREAS, SIPLAST may agree to guarantee to the owner of any such building that if the roof membrane is installed according to SIPLAST specifications by a roofing contractor approved by SIPLAST that for a term of 10 (ten) years and subject to the terms and conditions of the SIPLAST Roof Membrane Guarantee, a copy of which is attached hereto as Exhibit A and incorporated herein for all purposes, said roof membrane shall remain in water-tight condition or SIPLAST shall repair the roof membrane at its own expense; and

WHEREAS, SIPLAST relies on independent roofing contractors approved by SIPLAST to correctly install the roof membrane materials; and

WHEREAS, Contractor is an independent roofing contractor, skilled in the art of roofing and capable of installing the roof membrane materials sold and distributed by SIPLAST; and

WHEREAS, Contractor desires to be approved by SIPLAST to install the roof membrane materials sold and distributed by SIPLAST, and

WHEREAS, SIPLAST is willing to sell and distribute to Contractor Contractor's requirements of the roof membrane materials and to approve Contractor as an installer of said materials only upon the terms and conditions expressed herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties hereto hereby agree as follows:

1. SIPLAST approves Contractor as an installer of roof membrane materials which SIPLAST sells and distributes, said approval being non-exclusive.

2. SIPLAST shall have the right to approve or disapprove on any particular roofing project the use of the roof membrane materials which SIPLAST sells and distributes and refuse to supply said materials for use on any project which SIPLAST, in its sole discretion, shall disapprove. Provided that Contractor consults with SIPLAST prior to submission of any bid for the installation of SIPLAST roof membrane materials, and SIPLAST has given its approval of the suitability and use of its materials, then if the bid is accepted, SIPLAST is obligated to furnish its material and, after completion of the installation in a workmanlike manner, in accordance with its specifications, to issue its Roof Membrane Guarantee.

3. SIPLAST shall manufacture, sell and distribute to Contractor Contractor's requirements of said roofing membrane materials for all roofing projects of Contractor of which SIPLAST approves.

4. Upon request, SIPLAST shall provide to Contractor the latest specifications, instructions and recommendations for the application and installation of roof membrane materials which SIPLAST supplies.

5. The prices to be paid by Contractor will be those agreed upon in writing by SIPLAST and Contractor prior to bid submission on any job; provided, however, in the event Contractor and SIPLAST fail to agree upon such pieces in writing, the terms and conditions of SIPLAST's price lists and invoices for all purchases made by Contractor from SIPLAST shall prevail.

6. Contractor shall apply and install the roofing materials sold and distributed by SIPLAST according to the specifications, instructions and recommendations provided by SIPLAST, accomplishing such application and installation in a good workmanlike manner.

7. Contractor agrees that for a period of two (2) years commencing with the date of Contractor's substantial completion of a roof membrane installation Contractor shall be solely and exclusively liable for leaks occurring in the roof membrane, excluding those occasioned by defects in the roof membrane materials supplied by SIPLAST but including those occasioned by the improper use or application of the roof membrane materials, and shall either promptly repair said leaks at Contractor's sole expense or promptly reimburse SIPLAST for the cost of making such repairs. During this two-year period only Contractor shall indemnify and hold harmless SIPLAST form any and all claims for damages as a result of Contractor's improper use or application of the SIPLAST supplied roof membrane materials. Upon expiration of the two-year period aforementioned without Contractor receiving notice of any leak Contractor's liability to bear the cost of correcting leaks shall cease. Contractor agrees, however, that for an additional period of eight (8) years Contractor shall, at the expense of SIPLAST, make such repairs to the roof membrane as SIPLAST may request. During this eight (8) year period, SIPLAST agrees to indemnify and hold harmless Contractor from any loss, expense or damage arising from SIPLAST's failure to honor its Roof Membrane Guarantee unless such loss, expense or damage is caused by the intentional or fraudulent acts of Contractor.

8. Contractor shall arrange for and assist in both pre- and post-installation inspections by SIPLAST, as SIPLAST may, from time to time, require. Contractor agrees that during the ninety (90) days just preceding the expiration of the two-year period following Contractor's substantial completion of a roof membrane installation SIPLAST shall have the right but not the obligation to inspect the roof membrane and to have Contractor participate in the inspection and to have Contractor repair any defect attributable to Contractor's method or manner of installation of the roof membrane at Contractor's sole cost and expense. Failure to inspect during said ninety (90) day period shall constitute a waiver by SIPLAST of any claim that Contractor failed to install the roof in a workmanlike manner according to SIPLAST specifications; provided, however, such failure to inspect shall in no event constitute a waiver of any claim that SIPLAST may have against Contractor for Contractor's intentional or fraudulent acts.

9. Contractor shall make all repairs and correct all defects promptly upon being notified of the need therefore by SIPLAST, any manner of notice effective to make Contractor aware of the need for repairs or the existence of defects being sufficient, completing emergency repairs within twenty-four (24) hours after receipt of said notice and completing permanent repairs within ninety-six (96) hours after receipt of said notice when feasible or in any event within thirty (30) days of receipt of said notice.

10. Neither party hereto shall be liable for its failure to perform hereunder, except for payment of monies when due, caused by circumstances beyond its reasonable control including, but not limited to, force majeure, shortage of materials, labor problems, fire, governmental regulations or court order, or any other similar occurrence provided that if such failure to perform is not due to reasons beyond the control of the non-performing party and is caused by the negligence or intentional acts of the non-performing party, said non-performing party shall be liable for any damages the other party sustains as the result of said party's failure to perform.

11. The term of this Agreement shall be (1) year, commencing on the date hereof, and shall be automatically renewed and extended unless and until terminated by either of the parties delivering written notice to the other that this Agreement will terminate on the date specified in the notice, but not

sooner than thirty (30) days after the receipt of said notice, provided that termination by SIPLAST will not terminate SIPLAST's obligation to provide materials and issue its Roof Membrane Guarantee on any job already approved in accordance with Paragraph 2 of this Agreement, provided that all of Contractor's accounts with SIPLAST have been paid and are current.

12. Notwithstanding paragraph 11 above, SIPLAST shall have the right to terminate this Agreement at any time for any of the following reasons:

- A) Contractor's failure to pay when due any invoice or bill of SIPLAST for roofing materials supplied by SIPLAST to Contractor;
- B) Contractor's breach of this Agreement;
- C) Contractor's petitioning for adjudication as bankrupt or becoming insolvent or making an assignment for the benefit of creditors;
- D) Upon a receiver being appointed to administer Contractor's affairs;
- E) Upon any actual or effective change of ownership or management of Contractor or Contractor's business.
- 13. Neither party hereto shall assign its rights hereunder without the express written approval of the other party.

14. Notwithstanding anything contained herein to the contrary, Contractor and SIPLAST agree that the relationship between Contractor and SIPLAST is solely that of independent contracting parties, and Contractor shall not in any manner represent that it or its employees or agents are employees or agents of SIPLAST.

15. Except as provided in paragraph 9 above, all notices required herein shall be in writing, delivered in person or by registered mail, with postage prepaid, to the appropriate party at the address provided for said party in the first paragraph hereof, effective upon receipt.

16. The failure of either party to enforce any provision of this Agreement or to require the performance thereof shall not be construed to prevent subsequent enforcement nor be deemed a waiver of any subsequent breach.

17. This Agreement shall be governed by the laws of the State of Texas.

18. The prevailing party in any suit brought to enforce any provision of this Agreement shall be entitled to recover its reasonable attorney's fees.

19. This agreement constitutes the entire understanding of the parties, supersedes all prior agreements and shall become effective upon due execution thereof by the authorized officers of SIPLAST at its office in Irving, Texas.

| CON | ITRACTOR:         | $\geq$ |               |  |
|-----|-------------------|--------|---------------|--|
| Ву  | Woo (David) Cheon | Date:  | July 15, 2015 |  |
|     |                   |        |               |  |

SIPLAST, INC 122 7/2x/ix Date: By

SIPLAST • 1000 E. ROCHELLE BLVD. • IRVING, TEXAS 75062-3940 • 469-995-2200 • TOLL FREE IN NORTH AMERICA 1-800-922-8800



Customer#: 260858

Northeast Construction Inc 5015-A Backlick Road Annandale, VA 22003

Welcome to Carlisle! We eagerly await the opportunity to provide you with our top quality services and product innovations.

We pride ourselves on selecting the best roofers in the country, and we are pleased that your company has met the requirements to become an authorized applicator, which enables you to join this group of professional contractors.

Your Carlisle Representative is:

Greg Shapard Carlisle Representative RoofPro Inc. 708 Melvin Avenue Annapolis, MD 21401 410-571-5389 - Office 443-875-7379 - Cell 410-697-6139 - Fax greg@roofproinc.com

Please contact Tiffany Bard for website assistance at 800.453.2554 ext. 7143 or use the online user manual on our website at <u>www.carlislesyntec.com</u>.

Again, we welcome you and look forward to working with you in the coming months.

Sincerely,

R APhill

Stephen F. Schwar Director, National Sales



A SINGLE SOURCE FOR SINGLE-PLY ROOFING

June 15, 2012

NORTHEAST CONSTRUCTION, INC. 8747 WHITEPINE ROAD RICHMOND, VA 23237

To Whom It May Concern:

This letter is to certify that **NORTHEAST CONSTRUCTION**, **INC.** (Contractor #228673) is an authorized Versico Authorized Roofing Contractor and is eligible to receive manufacturer warranties.

Sincerely,

Frank take

Frank Palmer Versico General Manager

Versico, LLC PO Box 1289 Carlisle, PA 17013

Tel: 800-992-7663 Fax: 717-960-4036 Web: www.versico.com



### Attachment F

www.northeastusa.com Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071



### AEGIS SECURITY INSURANCE COMPANY

#### 2407 PARK DRIVE / P.O. BOX 3153, HARRISBURG, PENNSYLVANIA 17105 TELEPHONE (717) 657-9671 / (800) 233-2160 FAX (717) 657-5837

June 1, 2016

Virginia Commonwealth University Attention: Steven Pulis 912 West Grace Street, 5th Floor P.O. Box 980327 Richmond, Virginia 23298-0327

RE: Northeast Construction, Inc. 8747 Whitepine Road, Richmond, Virginia 23237

Project: RFP# 6924365SP ROOFING REPAIR TERM CONTRACT

Steven Pulis:

Northeast Construction, Inc. is bonded through Aegis Security Insurance Company/Everest Reinsurance Company. We understand that Northeast Construction, Inc. is submitting a Request for Proposals for the above referenced RFP# 6924365SP.

Based upon normal and standard underwriting criteria at the time of the request, we are in the position to provide Bid, Performance & Payment Bonds on behalf of Northeast Construction, Inc. Northeast Construction, Inc. has an aggregate bond limit of \$30,000,000 and a single limit of \$10,000,000. Please note all bonds are subject to normal underwriting conditions.

Aegis Security Insurance Company/Everest Reinsurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A+, XV by A.M. Best Company with underwriting limitation of \$289,300,000.

Should you have any further questions regarding this highly valued client please contact me.

Sincerely,

Scott C. Mahorsky Attorney-in-Fact Aegis Security Insurance Company (610) 348-4767



## Attachment G

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www.northeastusa.com



June 1<sup>st</sup>, 2016

Virginia Commonwealth University Attn: Steven Pulis 912 West Grace Street, 5<sup>th</sup> Floor P.O. Box 980327 Richmond, Virginia 23298-0327

### Subject: Roofing Repair Term Contract (RFP #: 6924365SP)

Dear Mr. Pulis:

Northeast Construction, Inc. (NCI), is pleased to submit a proposal for the above referenced project. We propose to supply all material, labor, and equipment for the following scope of work.

#### **General Conditions**

- Furnish materials, labor, equipment, and supervision necessary for completion of work
- Procure all permits, licenses and satisfy all associated fees
- Provide all equipment, materials and repair work compliant with Virginia OSHA Standards
- Provide repair work or replacement utilizing the same material surface(s) as in the existing building
- Provide RRO for inspection of work
- Perform daily cleanup of construction debris

### Labor Rates

- Fully Burdened labor rates to include wages, overhead, administrative costs, travel, and all other costs including profit are as follows:
  - o Regular Hours (7:30am to 4:30pm) Hourly Rates

| Foreman | \$80 |
|---------|------|
| Roofer  | \$64 |
| Helper  | \$49 |

Overtime (after 4:30pm/Weekends/Holiday) Hourly Rates

| Foreman | \$100 |
|---------|-------|
| Roofer  | \$80  |
| Helper  | \$68  |

Sincerely,

David Cheon, President

www.northeastusa.com

Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071

| Pricing Schedule: Fully Burdened Labor Rates<br>to include wages, overhead, administrative<br>costs, travel, and all other costs including<br>profit) : | Regular (7:30am to<br>4:30PM) Hourly Rate | Overtime (after<br>4:30PM)/Weekends/Holi<br>day Hourly Rates |  |
|---|---|--|--|
| Foreman   | \$ 80                                     | \$ 100   |  |
| Roofer  | \$ 64                                     | \$ 80  |  |
| Helper  | \$ 49                                     | \$ 68  |  |
| Any bidder who enters \$0 on a pricing blank<br>or leaves it blank shall be considered<br>nonresponsive.  |   |  |  |

### SCORING PROCEDURES FOR EVALUATING PRICE (OFFERORS DO NOT FILL IN THE BLANKS):

Pricing Scenario: Scores for price are based on the following method: (Note that the lower the price, the higher the score.)

### SCORE= LOWEST PRICE X WEIGHT VALUE / OFFEROR'S PRICE

| Pricing Schedule: Fully Burdened Labor Rates<br>to include wages, overhead, administrative<br>costs, travel, and all other costs including<br>profit) : | Regular (7:30am to<br>4:30PM) Hourly Rate | Weighted Value (Lowest<br>Price to receive full<br>weight): | Score |
|---|---|---|-------|
| Foreman   | \$  | 8.75 points   |       |
| Roofer  | \$  | 10 points   |       |
| Helper  | \$  | 3.75 points   |       |
|   | Part A:                                   | 22.5 points possible  |       |

| Pricing Schedule: Fully Burdened Labor Rates<br>to include wages, overhead, administrative<br>costs, travel, and all other costs including<br>profit) : | Overtime (after<br>4:30PM)/Weekends/Holi<br>day Hourly Rates | Weighted Value (Lowest<br>Price to receive full<br>weight): | Score |
|---|--|---|-------|
| Foreman   | \$   | 3 points  |       |
| Roofer  | \$   | 3.3 points  |       |
| Helper  | \$   | 1.2 points  |       |
|   | Part B:  | 7.5 Points possible   |       |
| PART B: OT/WEEKEND/HOLIDAY RATE PRICIN  | G SCENARIO (SCORE WILL B                                     | E 25% OF TOTAL SCORE)                                       |       |
| Total Score (30 points possible) (Part A + Part<br>B):  |  |   |       |



### Attachment Н

www.northeastusa.com Headquarters: 8747 Whitepine Road | Richmond, VA 23237 | 804.271.7711 NOVA Office: 3141 Fairview Park Drive | Suite 200 | Falls Church, VA 22042 | 703.971.8071



Robert F. McDonnell Governor

Lisa M. Hicks-Thomas Secretary of Administration Department of Minority Business Enterprise 1111 East Main Street, Suite 300 Richmond, Virginia 23219

COMMONWEALTH OF VIRGINIA

Ida Outlaw McPherson Director

### VIRGINIA UNIFIED CERTIFICATION PROGRAM

January 24, 2012

Woo (David) Cheon Northeast Construction, Inc. 8747 Whitepine Road Richmond, VA 23237

Dear Mr. Cheon:

#### Certification Number: DBE 685433

The Virginia Department of Minority Business Enterprise (VDMBE) has approved the certification of Northeast Construction, Inc. as a Disadvantaged Business Enterprise (DBE) subject to the requirements of the DBE Regulation 49 CFR, Part 26 and all the laws of this state applicable to the transaction of business. Your firm's Certification Eligibility Period begins with the date identified below. Next year, prior to the anniversary of your certification, you will be required to submit updated information (Affidavit of Continued Eligibility, business and personal federal tax returns for the last tax year—signed and dated—and a current Personal Financial Statement) to continue in the DBE Program.

We are pleased to inform you that we have certified your company in the following NAICS Code(s):

| 238160 | Roofing Contractors   |
|--------|---|
| 237130 | Alternative energy (e.g., geothermal, ocean wave, solar, wind) structure<br>construction          |
| 238170 | Siding Contractors  |
| 236118 | Residential Remodelers  |
| 238190 | *Installation of exterior construction materials such as roofing, siding and<br>solar PV systems* |

<u>It is your responsibility</u> to notify VDMBE immediately of any changes in your firm such as name, address, ownership, officers, or Board of Directors. Please check the accuracy of your internet entry in the DBE Directory at <u>www.dmbe.virginia.gov</u>. Your firm's certification is subject to our review at any time during the year and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

You may receive management and technical assistance by writing to the Department of Minority Business Enterprise, 1111 East Main St., Suite 300, Richmond, VA 23219, or by calling (804) 786-6585. If you have

questions, please contact Whitney Booker at (804) 786-7694 or by email at whitney.booker@dmbe.virginia.gov.

Sincerely,

Calvin M. Thweatt

Certification & Technical Service Manager

**Certification Eligibility Period: Begins:** 

2/1/2012

### APPENDIX II INVOICING AND PAYMENT

### Invoicing:

The Contractor shall submit a fully itemized invoice to <u>Virginia Commonwealth University</u>, <u>Accounts Payable and Support Services</u>, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: <u>ecommerce@vcu.edu</u>.

### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

### **Payment Methods**

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to <u>commcard@vcu.edu</u>.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <u>http://www.vcu.edu/treasury/VendorACH.htm</u>.

### Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

×

Automated Clearing House (ACH)

### Invoicing and Payment Method Acknowledgement:

Signature: Name Printed: Title: Name of Firm: Date:

| 10000                       | - |
|-----------------------------|---|
| David Cheon                 |   |
| President                   |   |
| Northeast Construction Inc. |   |
| 6/1/2016                    |   |

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

| Name of the individual: | Laura Earnshaw             |
|-------------------------|----------------------------|
| Title:                  | Accounting Manager         |
| Mailing address:        | 8747 Whitepine Road        |
|                         | Richmond, Virginia 23237   |
| Email address:          | learnshaw@northeastusa.com |
| Phone number:           | 804-271-7711               |
| Fax number:             | 804-271-7731               |