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|-------------------|---|
| For NPCA Use Only | |
| ID # _____ | <input type="checkbox"/> New <input type="checkbox"/> |
| Renewal | |
| / | / by |

NPCA PLANT CERTIFICATION PROGRAM APPLICATION

Application for:

Application Date ____/____/____

- Precast Certification Only
- Precast and Prestress Certification

Plant Profile Information

Name of Plant: _____

Name of Parent Company/Owner (if different): _____

Plant Physical Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Web: _____

Mailing Address (if different): _____

City, State, Zip: _____

Driving directions from nearest airport to plant (attach separate sheet and/or map if necessary):

Plant Contact Information

Liaison to Inspector: _____ Title: _____

Email Address: _____ Phone: _____

Send Inspection Report to: Liaison to Inspector Other _____

Plant Operation Information

No. of Shifts: _____ Hours of Operation: 1st: _____ 2nd: _____ 3rd: _____

Note all days or periods of planned plant closure: _____

Principal Markets (check all that apply):

- Sanitary & Storm Manholes
- Concrete Pipe
- Box Culvert
- Onsite Wastewater Tanks
- Utility Structures
- Architectural Products
- Prestressed Products
- Other, please specify: _____

Primary products manufactured: _____

Production methods (check all that apply):

Concrete

- Dry-cast
- Wet-cast, batch plant
- Self-consolidating concrete, batch plant
- Wet-cast, ready-mix supplier
- Self-consolidating concrete

Consolidation

- External Form vibrators
- Internal vibrators
- Vibration or drop tables
- Other _____

Average Daily Production Volume _____ cubic yards / tons (circle one)

Average Number of Production Employees _____

Safety Equipment required to be worn by plant inspectors (check all that apply):

- Hard Hat Safety Glasses Hearing Protection Safety Footwear
- Other safety equipment _____

Any additional information the inspector needs: _____

Multi-plant Inspection Option

Do you operate another production facility at a separate physical location within 20 miles of the plant location above? No Yes

Do you wish to have both of these production locations certified with this contract?
 No Yes

If yes, please provide separate Plant Profile Information sheets with pertinent plant information. Note that each location must be an NPCA Member in order to receive the NPCA Member price and distance requirements are strictly enforced. In addition, both plants must operate under the same quality system and utilize the same raw materials and quality control personnel.

A second inspection day is often required to complete both plant inspections. In the event a second inspection day is required, the second plant will be subject to a \$1500 surcharge.

To help us to best serve the industry, please indicate why your plant is enrolling in the NPCA Plant Certification Program:

(Please check all that apply)

- Management commitment to ensuring quality
- Required by DOT or other specifier
- Marketing advantages of NPCA Certified Plant designation over non-certified competitors
- Additional support for existing plant Quality Control program
- Other: _____



NPCA Plant Certification Program Fee Schedule:

| Annual Certification Fees | | | |
|-------------------------------------|-------------|------------|------------------------------|
| Certification Type | NPCA Member | Non-member | Number of Annual Inspections |
| Precast Only Certification | \$ 3,450* | \$ 6,000* | 1 |
| Precast and Prestress Certification | \$12,000 | \$17,000 | 2 |

Note: A percentage of certified plants are selected at random each calendar year to receive an additional unannounced inspection. These additional inspections are included at no additional cost to the plants.

*Plants requiring an additional inspection day will be subject to an additional day inspection fee of \$1500. This additional fee is determined on a case-by-case basis based upon the size and scope of the plant. NPCA will contact a plant to discuss this additional fee if needed.

| Additional Options | | |
|---|---------|--|
| Service | Fee | Description |
| Optional Pre-Assessment Audit – Precast Only | \$1,850 | A NPCA engineer will visit the plant to conduct a pre-assessment audit for certification. See Section 6 below for more information about this voluntary program. |
| Optional Pre-Assessment Audit – Precast and Prestress | \$3,500 | A NPCA engineer will visit the plant to conduct a pre-assessment audit for certification. See Section 6 below for more information about this voluntary program. |

Terms

1. Payments by the plant to NPCA are non-refundable.
2. Plants will be billed on an annual basis prior to each certification calendar year. The annual program fees must be paid in full by January 1 of each year or the plant may be withdrawn from the program or be decertified without further notice.
3. **IMPORTANT:** Plants that are new to the program must complete their first inspection within 90 days of signing this Contract, otherwise they will **forfeit** the entire certification fee. If they choose to use the NPCA Pre-Assessment Audit Program, they must complete their first inspection within 180 days of signing this Contract, otherwise they will also **forfeit** the entire certification fee.
4. For the plant’s initial inspection, the plant must have records required by the program for a minimum of thirty (30) calendar days of production immediately prior to the inspection date.
5. Please note that additional NPCA Plant Certification Program terms and conditions are detailed in the *NPCA Quality Control Manual for Precast and Prestressed Concrete Plants*. Pay particular attention to the section titled “NPCA Plant Certification & NPCA On-site Wastewater Accreditation Programs.”

6. Pre-Assessment Audit Program (Optional – Additional Fee Required):

This optional program is intended for new plants to the NPCA Plant Certification Program and those already certified that feel a pre-assessment of their quality system would be helpful prior to the certification inspection. It provides an NPCA staff engineer for one full day in your plant to assess plant processes and documentation prior to an upcoming certification inspection. The purpose of the plant visit is to help you better understand what is required in the NPCA Quality Control Manual as it relates to your plant's operations, what to expect during the inspection, and in what areas your plant can make improvements.

Your success in the Plant Certification program is based upon how well you understand and adhere to the standards in the NPCA Quality Control Manual. While NPCA cannot guarantee your plant will pass the inspection performed by the third party inspection firm, we believe this pre-assessment audit preliminary visit will help to validate your preparations and overall quality control.

Plants choosing this optional program **MUST** do so no later than 90 days of signing the NPCA Plant Certification Program Contract.

A fee of \$1,850 for precast only and \$3,500 for precast and prestress covers all expenses involved in the visit to your plant, except as noted below:

- Plants may be charged for excessive travel expenses when the pre-assessment audit is expedited or scheduled within two weeks of initial contact by the NPCA staff engineer.
- If the plant is located outside the 48 contiguous states and outside the Canadian provinces, the plant will be responsible for any additional travel or personnel expenses incurred. Approximate charges shall be established in writing prior to the pre-assessment audit visit on a case-by-case basis.
- Any plant canceling or changing a confirmed pre-assessment audit visit will be responsible for all costs incurred to cancel or modify travel arrangements.

Please indicate if you would like to participate in the NPCA Pre-Assessment Audit Program:

Yes No I would like additional information about the Pre-Assessment Audit Program

7. Payment in full is required at the time of application

Method of Payment (please check one)

Check or money order enclosed in the amount of \$ _____

Credit Card:

Master Card _____ Visa _____ American Express _____ Discover _____

Card No.: _____ CSV _____

Expiration Date: _____

Name (As it appears on Card): _____

Signature: _____

Credit Card Payment Amount: _____

NPCA PLANT CERTIFICATION PROGRAM CONTRACT

This Contract is entered into by and between the National Precast Concrete Association (NPCA) and _____ (Plant) with respect to the plant and plant production locations, when applicable, described in the Plant Profile Information supplied by the Plant. In consideration of payment of fees by the Plant to NPCA, and in consideration of NPCA's agreeing to administer the Program, NPCA and Plant agree as follows:

- A. NPCA has developed and published the NPCA Quality Control Manual for Precast and Prestressed Concrete Plants (QC Manual). The QC Manual is incorporated as a part of this Contract as if fully set forth herein. Changes subsequently effected by NPCA in the QC Manual shall be treated as immediately and automatically incorporated into this Contract as if fully set forth herein. It shall be Plant's obligation to keep itself informed (by attending diligently to information published by NPCA to participants in the Program) of the content of the QC Manual and changes thereto.
 - B. NPCA has adopted a Plant Certification Program (the Program) based on the requirements set forth in the QC Manual; and
 - C. NPCA and the Plant desire to review the Plant's compliance with the provisions of the QC Manual through a series of voluntary inspections.
- I. Eligibility
- (a) The NPCA Plant Certification Program for precast concrete plants is strictly voluntary. It is open to all plants that regularly produce any precast concrete product.
 - (b) Membership in NPCA is not required.
 - (c) Plants eligible for continuous certification must produce precast concrete products continuously for a minimum of six consecutive months of each calendar year.**
 - (d) Site-cast precast concrete production operations and those that periodically relocate must reapply to the Program whenever a materially changed condition occurs [see Part 6 of the "Plant Certification Program" section of the QC Manual] or the operation relocates.
- II. Incorporation of Other Documents
- The NPCA Plant Certification Program Plant Profile Application and Fee Schedule form completed by Plant is incorporated as a part of this Contract as if fully set forth herein.
- III. Fees
- (a) All fees associated with the Program, paid to NPCA, are non-refundable. All fees are forfeited by those plants that do not have inspections within the designated time frames. The designated time frames are 90 days from signing the contract or 180 days from signing the contract if the plant has chosen the NPCA Pre-Assessment Audit Program prior to the initial 90 day inspection deadline.

- (b) If, in the sole discretion of NPCA, the Plant is determined to be too large and/or complex to effectively audit during the allotted one-day inspection, the Plant shall be required to undergo an additional day inspection and pay the additional day inspection fee surcharge.
- (c) Costs for any reinspections, due to receipt of a failing score or any other reason, shall be borne by the Plant, unless otherwise described herein. Fees for reinspections shall be the same as the Plant Certification Program Fee listed in the Plant Certification Program Fee Schedule.
- (d) If the Plant is located outside the 48 contiguous states or outside the Canadian provinces, the Plant shall pay any additional travel or personnel expenses incurred by the inspection agency. Approximate charges shall be established in writing prior to the date of inspection and will be determined on a case-by-case basis.
- (e) Certification is conditional upon the Plant's fulfillment of the financial and contractual obligations of the Program described in this Contract and the QC Manual and successfully passing the inspection by the inspection agency.

IV. Term

- (a) This contract shall become effective on the day of receipt of full payment of the required fees by NPCA and shall be ongoing indefinitely. The Plant agrees to pay the regular annual certification fee, according to the payment schedule, as periodically modified by NPCA, until this Contract is terminated. This Contract can be modified under the terms stated herein and can be terminated immediately by either party upon written notification.
- (b) If the Plant is decertified at a later date for any reason, the contract will expire on the date of decertification.
- (c) Failure to comply with the financial obligations set forth in this Contract shall be considered a breach of this Contract and shall result in the termination of this Contract and decertification of the Plant.

V. Indemnification and Waiver of Claims

- (a) **PLANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND NPCA AND ITS INSPECTION AGENCY, AND THEIR RESPECTIVE MEMBERS, OFFICERS, AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE INDEMNITEES"), FROM ANY CLAIM, CAUSE OF ACTION, LIABILITY, ACTS, OMISSIONS, DUTIES, LOSS, EXPENSE, OR DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES, ARISING FROM CLAIMS, DEMANDS, OR JUDGMENTS AGAINST IT ON THE PART OF THIRD PARTIES ARISING FROM THE INSPECTION OR**

CERTIFICATION OF THE PLANT, OR FROM THE PLANT'S USE OF THE CERTIFICATION SYMBOL. IT IS THE INTENT OF THE PARTIES THAT PLANT SHALL INDEMNIFY THE INDEMNITEES UNDER THIS PROVISION TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION FOR THE SOLE NEGLIGENCE OF ANY INDEMNITEE(S) OR OF ANYONE FOR WHOSE ACTS OR OMISSIONS THEY MAY BE LIABLE.

(b) PLANT ACKNOWLEDGES THAT THE DECISION WHETHER TO CERTIFY A GIVEN PLANT IS A PROFESSIONAL DECISION WHICH MUST BE MADE INDEPENDENTLY BY NPCA'S INSPECTION AGENCY. PLANT WAIVES, RELEASES AND COVENANTS NOT TO SUE NPCA OR ITS INSPECTION AGENCY UPON ANY CLAIM THAT SUCH DECISION WAS NOT MADE CORRECTLY. NPCA'S AND ITS INSPECTION AGENCY'S LIABILITY TO A PLANT UPON OTHER GROUNDS, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH THE PROGRAM SHALL BE LIMITED TO THE SUM WHICH PLANT HAS PAID NPCA IN FEES FOR THE PROGRAM. NPCA AND ITS INSPECTION AGENCY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE PLANT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

VI. Merger, Modification and Choice of Law

This Contract integrates and merges the entire Contract of the parties hereto, and extinguishes all prior proposals, representations, negotiations, assurances and agreements. Plant's signature below attests to the accuracy of representations made by the Plant in the foregoing Contract. If a court should find that any language of this Contract is unenforceable, that language shall be deemed deleted and the remainder of the Contract shall remain in force. The construction and enforcement of this Contract shall be governed by the law of the State of Indiana and the state courts of Hamilton County, Indiana shall have sole jurisdiction to adjudicate any claims, disputes or controversies arising out of or in conjunction with this Contract or the breach thereof. Plant for that purpose submits itself to the personal jurisdiction of the state courts of Hamilton County.

I have read and understand the terms and conditions as stated above and in the *NPCA Quality Control Manual for Precast and Prestressed Concrete Plants*.

IN WITNESS THEREOF, the parties have executed the day and year first above written.

PLANT: _____

BY: _____
(Signature)

TITLE: _____

DATE: _____

NATIONAL PRECAST CONCRETE ASSOCIATION



BY: _____
Ty E. Gable, President

Please send signed original or faxed copy of the Plant Profile Information and Contract to:

**NPCA Plant Certification Program
1320 City Center Drive, Suite 200
Carmel, IN 46032
Fax: (317) 571-0041**