

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Finance, (3) Attorney, (4) Information Systems, (5) Risk Management, (6) BOE, (7) Superintendent

DEPARTMENT

Party/Vendor Name: Time Technologies, Inc.
Party/Vendor Contact Person: Les Bowers, Contact Phone: 800-668-3759
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address 326 Tazewell Avenue City: Roanoke State: VA Zip: 24013
Department: Facilities Department Amount: \$218,928.48

Purpose: Scoreboard Upgrade at Multiple Locations
Budget Code(s) (put comma between multiple codes): 4, 5501, 932, 5411, Sch#
TYPE OF CONTRACT: (Please Check One) X New [ ] Renewal [ ] Amendment Effective Date:

This document has been reviewed and approved by the Department Head as to technical content.
Project Manager: [Signature] Date: 11/14/2012
Assistant Director: [Signature] Date: 11.14.12
Director of Facilities: [Signature] Date: 11.14.2012
Division Assistant Superintendent Signature: [Signature] Date: 11-16-2012

CENTRAL PURCHASING

Type of Contract: [X] Award Bid [ ] Sole Source [ ] Piggyback [ ] Emergency [ ] Amendment [ ] As To Form Other:
Attached Documentation: [X] Bid Tabulation [ ] Certificate of Insurance [ ] Sole Source Documentation [ ] Emergency Documentation
This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: [Signature] Date: 11/16/2012

RISK MANAGEMENT

Date Received

Include the following coverage: [X] CGL [X] Auto [X] WC [ ] Professional [ ] Property [ ] Pollution [ ] Non-Profit [ ] Not Required
Hold Contract pending receipt of Certificate of Insurance [ ] Notes: Rec. COI 11-19-12

Risk Manager's Signature: [Signature] Date: 11-19-12

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received

(Applicable only for hardware/software purchase or related Information Technology services) [ ] Non-Applicable
This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BUDGET AND FINANCE

Date Received

Yes [X] No [ ] Sufficient funds are available in the proper category to pay for this expenditure. \$ 218,928.48
This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes:
Finance Director's Signature: [Signature] Date: 11/19/12

ATTORNEY

Date Received 11/27/12

Date department needs contract back from attorney:
This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: [X] Yes [ ] No

Attorney's Signature: [Signature] Date: 11/28/12

UCPS SUPERINTENDENT

Date Received 12-4-12

This document has been reviewed and approved by the UCPS Superintendent. [X] Yes [ ] No

Superintendent's Signature: [Signature] Date: 12-4-12

BOARD OF EDUCATION

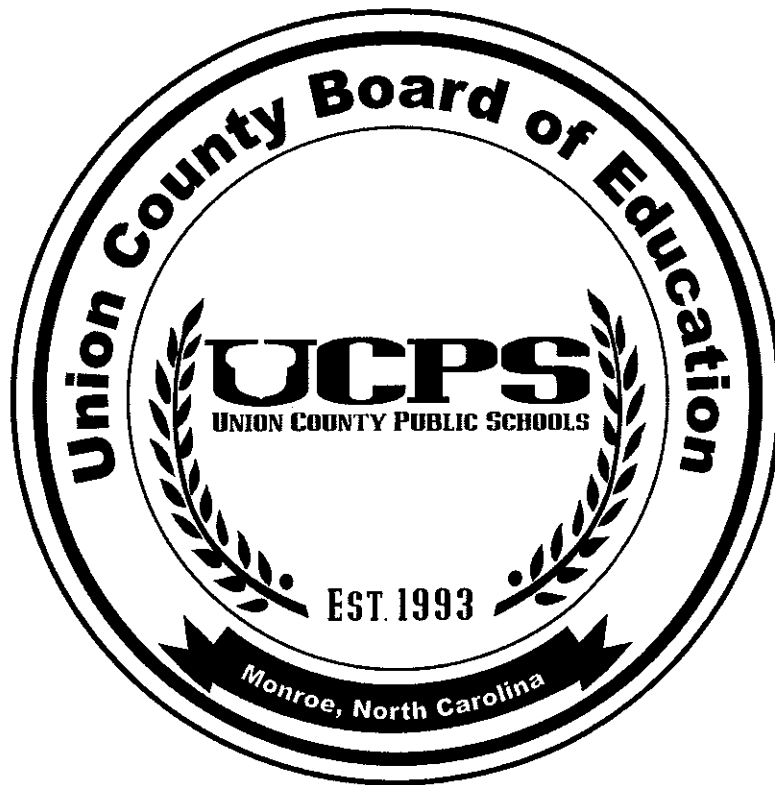
Agenda Date: 12-4-12

Date Received 12-4-12

[X] Yes [ ] No [ ] N/A Approved by Board of Education at meeting of 12-4-12

Board Of Education Chairman Signature: [Signature] Date: 12-4-12

# UNION COUNTY PUBLIC SCHOOLS



**Scoreboard Upgrade  
Multiple Locations**

**3-9700030**

**Time Technologies, Inc.**

## UNION COUNTY BOARD OF EDUCATION CONTRACT SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS

This Contract for Scoreboard Upgrade at Multiple Locations (this "Contract") is made and entered into the 4th day of December 2012 between The Union County Board of Education (UCBOE), administering the Union County Public Schools (UCPS), located at 400 North Church Street, Monroe, North Carolina 28112 and Time Technologies, Inc. located at 326 Tazewell Avenue, Roanoke Virginia 24013; hereby, known as Time Technologies, Inc. or Contractor for and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- I. Obligations of Contractor.** The Contractor agrees to furnish all equipment, labor, materials and supervision necessary to complete the Scope of Work listed within the bid documents. **Attachment B** contains the list of school locations and scoreboards to be replaced under this contract. Pricing indicated within Exhibit D of the bid documents shall remain for a minimum of 1 year from date of contract.

**Additional provisions are as follows:**

- A.** Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
- B.** Contractor shall be responsible for all materials stored on site.
- C.** Contractor shall fulfill the requirements listed within the UCPS Certification Form (**Attachment C**), sign and return with invoice.
- D.** Contractor shall complete the NC Sales and Use Tax Certification Form enclosed in the specifications and noted in the Union County Public Schools / Union County Agency Lease Agreement for Sales Tax Reimbursement (**Attachment D**) and return with each invoice.
- E.** Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
- F.** Contractor and all Subcontractors shall be properly licensed in the state of North Carolina for work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
- G.** All representatives of Contractor shall dress appropriately for school environment and perform work in a professional manner. Failure to comply with this requirement could result in the representative being forced to leave the Owner's property. The determination of compliance will be the sole discretion of Union County Public Schools.
- H.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on UCPS property.
- I.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
- J.** Contractor shall safeguard the project area at all times.
- K.** Contractor is responsible for a turn-key project.

**II. Warranty.**

- A.** Contractor shall provide the warranty as stated within the bid documents.
- B.** The warranty period begins upon date of acceptance by UCPS.

**III. Commencement Date.**

- A.** Contractor may proceed upon receipt of purchase order and must be complete within the time specified within the bid documents.
- B.** All work must be coordinated with the assigned UCPS Project Coordinator to ensure activities are not disrupted.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS**

**IV. Damages.**

- A. Liquidated Damages.** The damages UCPS will encounter if job is not completed by the time specified herein, will allow liquidated damaged (not penalty) of \$500.00 per day until the date of Substantial Completion. Substantial Completion means the Contractor has fulfilled the scope of work and requirements pertaining to this project and that the project may be used for the purpose intended. Substantial Completion must be with approval of Union County Public Schools. Extended time must be requested in writing to the UCPS Purchasing and Contract Coordinator listed herein.
- B. Property Damages.** Contractor is responsible for all damages to Union County Public School's Property. Immediately upon recognition of such damage, the Contractor shall contact the UCPS Project Coordinator listed herein and also provide documentation of damage to the Purchasing and Contract Coordinator for Union County Public Schools.
- C. Change Orders.** Contractor shall submit change order requests to the UCPS Purchasing and Contract Coordinator. Contractor will receive a fully executed change order when approved.

**V. Obligations of UCBOE.** The UCBOE agrees:

- A.** For all services provided above, Contractor will be paid the Contract Sum of \$218,928.48 and is subject to additions and deductions by approved Change Orders. All requests for payment will be based on net 30 terms. Approval for partial payment will be based solely at UCPS discretion.
- B.** All invoices shall have the completed NC Sales and Use Tax Certification Form attached. The final invoice shall also include the UCPS Certification Form (Attachment C) and the required documentation stated within the bid documents. Failure comply with these requirements could delay payment.
- C.** If partial payments are approved by Owner, retainage will be held in accordance to North Carolina General Statute 143-134.1.

**VI. Project Representatives**

The Contractor's representative must be able to fluently speak and read the English language and shall be the sole contact during this project. Any substitutions shall be in writing with an advance notification of the new Project Representative's name and contact information.

- A.** JR Austin is designated as the Project Coordinator for UCBOE. Telephone 704.296.3160 extension 6789.
- B.** Les Bowers is designated as the Contractor's Project Coordinator for Time Technologies, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract. Telephone 800-668-3759
- C.** Penny Helms, CLGPO is designated as the Purchasing and Contract Coordinator for UCBOE. Telephone 704.296.3160 extension 6759.

**VII. Indemnity and Insurance Requirements.** The Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Contractor's performance or lack of performance of the terms and conditions of this Contract.

## UNION COUNTY BOARD OF EDUCATION CONTRACT SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS

The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina:

### Automobile

The Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. If the Contractor is an individual, the policy limits of such insurance shall not be less than a combined single limit of \$100,000 each person/\$300,000 each accident – bodily injury/\$50,000 each accident – property damage.

### Commercial General Liability

The Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for contractual liability. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. If the Contractor is an individual, the policy limits of such insurance shall not be less than \$300,000 combined single limit each occurrence/annual aggregate.

### Worker's Compensation and Employers' Liability Insurance

If applicable to the Contractor, the Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

### Property Insurance

The Contractor is to provide Property Insurance (Builders Risk and a single Installation Floater for all his Sub-Contractors or an Inland Marine 'All Risk' form). Insurance shall be written on the Commercial Property Special form or an Inland Marine 'All Risk' form to cover 100% of the value of the completed work. He shall furnish a Certificate of Insurance and associated Coverage Form within 10 days of Notice to Award Contract. The Contractor shall furnish a copy of the actual policy to the Owner prior to but no later than his first request for payment, not to exceed 45 days from award of Contract or Notice to proceed whichever comes first. The Contractor shall also provide any other insurance specifically recommended in writing by the Department of Insurance and Risk Management. **The Contractor shall list Union County Board of Education as an additional Insured under the GL and AL policies as respects to work performed.** Certificates of such insurance shall be furnished by the Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either the Contractor or the insuring company. Insurance coverage shall be listed on the standard ACORD Certificate of Liability Insurance form.

**Failure to furnish insurance certificates or to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.**

## VIII. Bonds- The Contractor shall furnish the following:

Performance Bond and a Labor and Material Payment Bond; Furnish each in the amount of 100% of the Contract Sum, executed by a surety company licensed to do business in the State of North Carolina and who shall be acceptable to the UCBOE. The form of the Performance Bond and Labor and Material Payment Bond shall be subject to approval by the UCBOE. Attach one copy of each bond to each of the contracts.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS**

The Performance Bond and the Labor and Material Payment Bond shall be executed by an Attorney-In-Fact. There shall be attached to each copy of the bonds a certified copy of Power of Attorney properly executed and dated. Each copy of the bond shall be counter-signed by an authorized individual agent of the surety company licensed to transact business in North Carolina. The title "Licensed Residence Agent" shall appear after the signature. The seal of the surety company shall be impressed on each copy of the Bond. The Contractor's signature on the Performance Bond and on the Labor and Material Payment Bond shall correspond to the signature on the Contract."

Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.

UNION COUNTY BOARD OF EDUCATION CONTRACT  
SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS


IN WITNESS WHEREOF, UCBOE and the Contractor have executed this Contract on the day and year first written above.


Time Technologies, Inc.

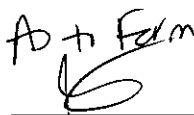
By: \_\_\_\_\_

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

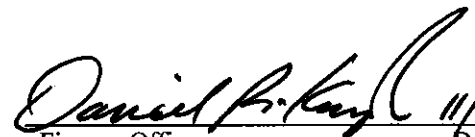
Contractor's Federal Identification # \_\_\_\_\_ or Social Security Number \_\_\_\_\_  
[if Contract is with Organization] [if Contract is with individual]

  
Chairman of UCBOE 12/7/12  
Date

  
Division of Insurance & Risk Management 11-19-12  
Date

Ad to Form  
  
UCPS General Counsel 11/25/12  
Date

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

  
Finance Officer 11/19/12  
Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS**

**ATTACHMENT A**

**STANDARD TERMS AND CONDITIONS**

1. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by 30 days notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
  
2. Termination for Default.

If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within 15 calendar days to the satisfaction of UCBOE. All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.

In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.
  
3. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
  
4. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
  
5. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
  
6. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE.



**UNION COUNTY BOARD OF EDUCATION CONTRACT  
SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS**

7. Contract Personnel . The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
8. Key Personnel. The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
9. Contract Modifications: This contract may be amended only by Change Order duly executed by the UCBOE, Contractor and Architect.
10. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBOE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
11. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBOE.
12. Nondiscrimination. During the performance of this Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
13. Conflict of Interest. The Contractor represents and warrants that no member of the UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, during the term of this Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.
14. Gratuities to UCBOE. The right of the Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
15. Kickbacks to Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
16. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS**

17. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.
18. Dispute Resolution. At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
  - a. Mediation, pursuant to Construction Rules of the American Arbitration Association
  - b. If mediation is unsuccessful litigation may be filed in Union County Superior Court.
19. No Third Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
20. Confidentiality of Student Information. If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the contract.
21. Background Checks. At the request of UCBOE's Assistant Director, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
22. Jessica Lunsford Act. "Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default."
23. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
24. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS**

25. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
  
26. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

## ATTACHMENT B

# UCPS

UNION COUNTY PUBLIC SCHOOLS

Central Services

400 North Church Street  
Monroe, NC 28112  
Phone 704.296.9898 Fax 704.289.9182  
www.ucps.k12.nc.us

Dr. Mary Ellis – Superintendent

Board of Education  
John Collins - Chairman  
John Crowder  
Sherry Hodges  
Carolyn J. Lowder  
Laura Minsk – Vice Chairman  
Rick Pigg  
Marce Savage  
David Scholl

November 5, 2012

Time Technologies, Inc.  
Attn: Mr. Les Bowers  
326 Tazewell Avenue  
Roanoke, VA 24013

Re: Scoreboard Upgrade at Multiple Locations, Project 3-9700030

Mr. Bowers,

The following bullet points reflect the decisions that were agreed upon by both parties in the event that Time Technologies is awarded the Scoreboard Upgrade Project 3-9700030.


It is understood that these changes would be at no additional cost to UCPS.

Basketball Scoreboards


- Scoreboards will include the Basketball Arrangement, Volleyball Arrangement, and Wrestling Arrangement.
- Weddington Middle School will receive (2) of the larger sized scoreboards, Model# BB-1620.
- Piedmont Middle School will receive (2) of the larger sized scoreboards, Model# BB-1620. The existing McGregor Scoreboard will be returned to Piedmont Middle School.
- Piedmont High School will receive (2) of the smaller sized scoreboards, Model# BB-1600.

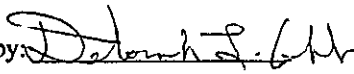
If you agree, please sign and return to my attention.

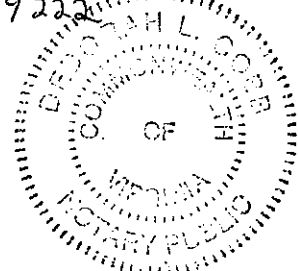
Thank you,

  
Penny Helms  
Purchasing and Contract Coordinator  
201 Venus Street  
Monroe NC 28112

I have read and understand that this does not guarantee an award to the scoreboard project. I also agree that the changes listed above will be done so at no additional cost to UCPS.

Company Name: TIME TECHNOLOGIES  
Printed Name: LES BOWERS  
Authorized Signature: 

Notarized by:   
FD # 279222



Globalization. Innovation. Graduation.

## EXHIBIT A - GYMNASIUMS

### ELEMENTARY SCHOOLS

ITEM	DESCRIPTION	MATERIAL	TOTAL EXTENDED COST	COMPLETION
1.	PROSPECT ELEMENTARY SCHOOL-2.2B	\$ 1999.58	\$ 3605.70	75 DAYS
2.	NEW SALEM ELEMENTARY SCHOOL-2.2B	\$ 1999.58	\$ 3605.70	75 DAYS
3.	WALTER BICKETT EDUCATION CENTER-2.2B	\$ 1999.58	\$ 3605.70	75 DAYS
4.	WESTERN UNION ELEMENTARY SCHOOL-2.2B	\$ 1999.58	\$ 3605.70	75 DAYS
5.	WINGATE ELEMENTARY SCHOOL-2.2B	\$ 1999.58	\$ 3605.70	75 DAYS
DISCOUNT for all items purchased at one time		\$	\$ 500.00	
<b>TOTAL</b>		\$ 9997.90	\$ 17528.50	75 DAYS

### MIDDLE SCHOOLS

ITEM	DESCRIPTION		TOTAL EXTENDED COST	COMPLETION
1.	PIEDMONT MIDDLE SCHOOL-2.2B	\$ 5813.24	\$ 8222.24	75 DAYS
2.	WEDDINGTON MIDDLE SCHOOL-(BIG)-2.2B	\$ 3602.30	\$ 5675.26	75 DAYS
3.	WEDDINGTON MIDDLE SCHOOL-(SMALL)-2.2B	\$ 2620.26	\$ 4430.78	75 DAYS
DISCOUNT for all items purchased at one time		\$	\$ 250.00	75 DAYS
<b>TOTAL</b>		\$ 12035.80	\$ 18078.28	75 DAYS

### HIGH SCHOOLS

ITEM	DESCRIPTION	MATERIAL	TOTAL EXTENDED COST	COMPLETION
1.	FOREST HILLS HIGH SCHOOL-AUX. GYMNASIUM-2.2Bxx	\$ 5240.51	\$ 8411.55	75 DAYS
2.	PIEDMONT HIGH SCHOOL-AUX. GYMNASIUM (D)-2.2B	\$ 2120.36	\$ 3834.64	75 DAYS
3.	PIEDMONT HIGH SCHOOL-AUX. GYMNASIUM (2)-2.2B	\$ 2952.40	\$ 4722.84	75 DAYS
4.	SUN VALLEY HIGH SCHOOL-AUX. GYMNASIUM-2.2B	\$ 4119.94	\$ 6219.19	75 DAYS
5.	WEDDINGTON HIGH SCHOOL-AUX GYMNASIUM-2.2B	\$ 5240.51	\$ 8411.55	75 DAYS
6.	WEDDINGTON HIGH SCHOOL-MAIN GYMNSIUM-2.2A	\$ 5904.80	\$ 9120.68	75 DAYS
DISCOUNT for all items purchased at one time		\$	\$ 700.00	
<b>TOTAL</b>		\$ 25578.52	\$ 40020.45	75 DAYS

**EXHIBIT B - FOOTBALL, SOCCER, TRACK**

ITEM	DESCRIPTION	MATERIAL	TOTAL EXTENDED COST	COMPLETION
1.	FOREST HILLS HIGH SCHOOL-FOOTBALL FIELD-2.3*	\$ 6961.63	\$ 20772.92	110 DAYS
2.	WEDDINGTON HIGH SCHOOL-FOOTBALL FIELD-2.3*&	\$ 9199.41	\$ 24331.64	110 DAYS
3.	MONROE MIDDLE SCHOOL-SOCCER FIELD-2.3 **	\$ 4207.17	\$ 7096.76	60 DAYS
DISCOUNT FOR INSTALL OF ALL ITEMS AT ONE TIME		\$	\$ 4070.00	
<b>TOTAL</b>		\$ 20368.21	\$ 48131.32	110 DAYS

**EXHIBIT C - BASEBALL, SOFTBALL**

ITEM	DESCRIPTION	MATERIAL	TOTAL EXTENDED COST	COMPLETION
1.	FOREST HILLS HIGH SCHOOL-BASEBALL FIELD-2.4*	\$ 5700.15	\$ 18987.47	110 DAYS
2.	WALTER BICKETT EDUCATION CENTER-BASEBALL-2.4*	\$ 6200.04	\$ 197521.10	110 DAYS
3.	WEDDINGTON HIGH SCHOOL-BASEBALL FIELD-2.4*	\$ 5700.15	\$ 18987.47	110 DAYS
4.	FOREST HILLS HIGH SCHOOL-SOFTBALL FIELD-2.4*	\$ 2831.62	\$ 15664.71	110 DAYS
5.	SUN VALLEY HIGH SCHOOL-SOFTBALL FIELD-2.4*	\$ 2831.62	\$ 15664.71	110 DAYS
6.	WEDDINGTON HIGH SCHOOL-SOFTBALL FIELD-2.4*	\$ 2831.62	\$ 15664.71	110 DAYS
7.	WEDDINGTON MIDDLE SCHOOL-SOFTBALL FIELD-2.4 **	\$ 2355.21	\$ 5679.79	110 DAYS
DISCOUNT FOR INSTALL OF ALL ITEMS AT ONE TIME		\$	\$ -15000.00	
<b>TOTAL</b>		\$ 27950.52	\$ 95169.93	110 DAYS

\* NEW BEAMS \*\* EXISTING BEAMS &= TWO \$ 800.00 ALLOWANCES INCLUDED FB-812TK PLUS T-830 FIELD TIMERS

# ATTACHMENT C



# Union County Public School Certification Form

**PROJECT: SCOREBOARD UPGRADE AT MULTIPLE LOCATIONS 3-9700030**

DESCRIPTION	REQUIRED	N/A	COMMENTS
CERTIFICATION OF OCCUPANCY AND COMPLIANCE/INSPECTIONS	X		
CERTIFICATE OF FIRE INSPECTION REPORTS		X	
CERTIFICATION OF FINAL CLEAN UP	X		
CERTIFICATION OF OWNER INSTRUCTION OF EQUIPMENT AND SYSTEMS	X		
CERTIFICATION OF COMPLETION OF PUNCH LIST ITEMS AND COPY OF PUNCH LIST	X		
CERTIFICATION OF NON-USE OF LEAD PAINT PRODUCTS	X		
CERTIFICATION OF NON-USE OF ASBESTOS CONTAINING PRODUCTS	X		
CERTIFICATION THAT REQUIRED TOOLS, SPARE PARTS, ATTIC STOCK, WERE DELIVERED TO OWNER	X		
WARRANTY ON ALL PRODUCTS AND LABOR	X		
OPERATIONS AND MAINTENANCE BOOKS	X		

ADDITIONAL COMMENTS

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Acknowledging all requirements have been met)*

***This form must be attached to invoice before payment will be issued.***

# ATTACHMENT D

Union County Public Schools/Union County Agency Lease Agreement for Sales Tax  
Reimbursement

“Pursuant to North Carolina General Statutes, Section 105-164.14, the Owner is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. The Contractor agrees to provide the Owner documentation which meets the requirements of Sales and Use Tax Regulation 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

“(g) All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

Any local sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county’s sales and use tax has been paid, a breakdown must be attached to the claim for refund showing the amount of each county’s local tax separately.

To substantiate a refund claim for sales and use taxes paid on purchases of building materials, supplies, fixtures, and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of state and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor’s warehouse stock and the amount of state and local sales or use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant (Owner). Any local sales or use taxes included in the contractor’s statements must be shown separately from the State sales or use taxes. The contractor’s statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as defined by G.S. 105-164.14(c). Examples of property on which sales and use tax has been paid by the contractor and which should not be included in the contractor’s statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.”

The Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each request for payment. Payment will not be made until the sales tax certificate(s) have been submitted to the Owner. Owner is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefore.”

# STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

Contractor: \_\_\_\_\_ Sheet #: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ For Sales Taxes Paid from \_\_\_\_\_ to \_\_\_\_\_  
 Payment Application #: \_\_\_\_\_

Invoice Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Name	NC Tax 4.75%	County Tax (2%)	Meck. County Add Tax (1/2%)	Total Taxes
1)									
2)									
3)									
4)									
5)									
6)									
7)									
8)									
9)									
10)									
11)									
12)									
13)									
14)									
15)									
16)									
17)									
18)									
19)									
20)									
21)									
22)									
23)									
24)									
25)									
<b>Total:</b>									

We certify that the above listing includes all materials purchased by us and incorporated into the above referenced project for the period stated, became a permanent part of the project, and that the sales tax shown has been paid. The above represents a complete listing of these sales taxes paid for the pay application number.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ By: \_\_\_\_\_

Notary Public: \_\_\_\_\_ Title: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_