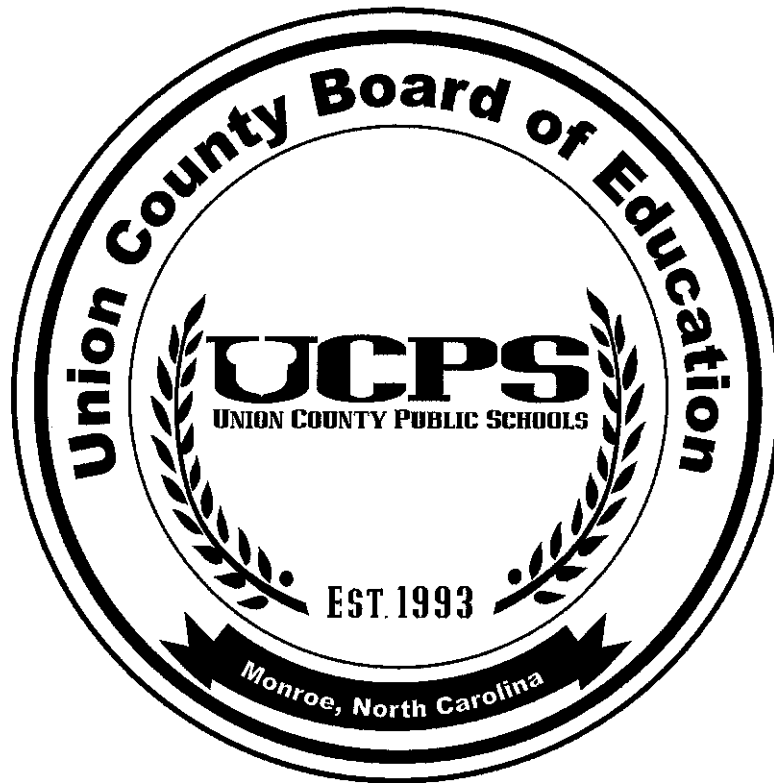


UNION COUNTY PUBLIC SCHOOLS



**ROOF RENOVATIONS
PARKWOOD HIGH SCHOOL**

2-970025-2

ROOFING SERVICE, INC.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
ROOF RENOVATIONS AT PARKWOOD HIGH SCHOOL**

This Contract for Roof Renovations at Parkwood High School (this "Contract") is made and entered into the 6th day of December, 2011 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 Roofing Service, Inc. located at 5103 Highway 74, West Unit 4, Monroe NC 28110; hereby, known as Roofing Service, 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 supply all equipment, labor, materials, and supervision necessary to cause the work to be performed as stated in the Bid Documents, Pre-bid Minutes, and Preconstruction Minutes in relation to the base bid of Parkwood High School.

Additional provisions:

- A.** Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
- B.** Contractor and all Subcontractors shall be properly licensed in the State of North Carolina for all work being performed on Union County Public School's property. Evidence of this license shall be presented within 24 hours of request.
- C.** 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.
- D.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on school property.
- E.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
- F.** Contractor shall safeguard the construction area throughout the duration of this project.
- G.** Contractor is responsible for a turn-key project.

II. Warranty.

- A.** Contractor shall provide the warranty as stated within the Bid Documents, Pre-Bid Minutes, and Preconstruction Minutes.
- B.** All repairs shall be performed at no cost to UCPS. This includes, but is not limited to, equipment, material, labor, supervision, and travel.
- C.** The warranty/guarantee period shall begin on the date of final acceptance by the Owner. Final payment by the Owner will indicate acceptance of the Contractor's performance subject to architectural approval, but shall in no way limit the Owner from making claims for defects subsequently discovered. Any claims for negligent construction, supervision, and workmanship shall be subject only to the Statute of Limitations of the State of North Carolina, and any litigation thereabout shall be held in the County of Union, Court of Common Pleas, regardless of any claims of arbitration contracts; and the Contractor waives any defenses as to jurisdiction, venue or the right to arbitration.

III. Commencement Date.

- A.** Contractor may proceed upon receipt of purchase order and shall pursue continuously until completed.
- B.** Contractor must be completed with both locations within 60 calendar days from receipt of purchase order.
- C.** All work shall be coordinated with the UCPS Project Coordinator.

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ROOF RENOVATIONS AT PARKWOOD HIGH SCHOOL**

IV. Damages.

- A. Liquidated Damages. The damages that UCPS will encounter if job is not completed by the time identified herein (see III, A), will allow liquidated damaged (not penalty) of \$500.00 per day until date of completion. Completion means the Contractor has fulfilled the scope of work and requirements pertaining to this project and has received approval of Union County Public Schools. Extended time must be requested in writing to the Purchasing and Contracting Coordinator for Union County Public Schools 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 Purchasing and Contract Coordinator for Union County Public Schools.

V. Obligations of UCBOE. The UCBOE agrees:

- A. For all services provided above, Contractor will be paid the Contract Sum of One Hundred, Forty-Five Thousand, Four Hundred, and Forty-Nine Dollars (\$145,449) subject to additions and deductions by approved Change Orders. All requests for payment received will be on net 30 terms.
Payment is enumerated as follows:
- B. **Roof Area 1.16: \$122,949**
- C. **Roof Area 1.18: \$22,500**
- D. Contractor to submit requests for payment using AIA Document G702 Application and Certification for Payment. Requests are due to the owner by the 25th of the month for work completed in the previous period. All Application for Payment shall have the completed NC Sales and Use Tax Certification Form. Failure to submit these documents with the Application may delay payment. Retainage will be held in accordance to the North Carolina General Statute 143-134.1. The Contractor shall submit Waivers of Lien commencing with the second request for payment. Attached to the final Application shall be the signed certifications included within Attachment B and all additional submittals listed in the Bid Documents, Pre-Bid Minutes, and Preconstruction Minutes.
- E. The terms and conditions stated in this contract govern all other terms and conditions.

VI. Project Coordinators.

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 Coordinator's name and contact information.

- A. Rick Benton is designated as the Owner Representative for UCBOE.
Telephone 704.296.3160 ext. 6774.
- B. Mike Reinhardt is designated as the Contractor's Project Coordinator for Roofing Service, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract.
Telephone 704.289-2638
- C. Penny Helms is designated as the Purchasing and Contract Coordinator for UCBOE.
Telephone 704-296-3160 ext. 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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
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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.

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.

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 where the Project is located and who shall be acceptable to the UCBOE. The form of 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 of 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
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IN WITNESS WHEREOF, UCBOE and the Contractor have executed this Contract on the day and year first written above.

Roofing Service, Inc.

By: _____

Title: _____

Date

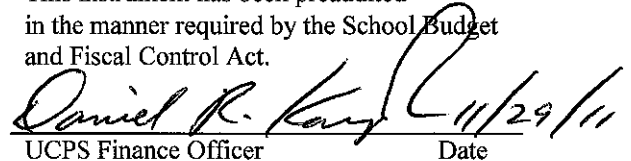
Contractor's Federal Identification #
[if Contract is with Organization]

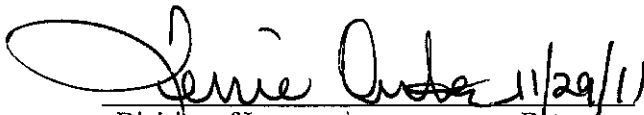
or Social Security Number
[if Contract is with individual]



Chairman of UCBOE Date

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



UCPS Finance Officer Date

Division of Insurance & Risk Management Date

UCPS General Counsel Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT
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**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.
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.

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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 Project Coordinator. "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 written amendment duly executed by both the UCBOE and the Contractor.
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.
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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
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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 NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
 - (b) Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)
 - (c) The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.
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 Project Coordinator, 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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
ROOF RENOVATIONS AT PARKWOOD HIGH SCHOOL**

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.

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

UNION COUNTY PUBLIC SCHOOLS TAX FORM INSTRUCTIONS

To the tax statement preparer for pay applications for Union County Public Schools:

Please find the attached form for providing sales taxes paid on materials for Union County Public Schools. It is important that you note the following:

Tax paid by contractors on rental equipment, tools or supplies that they use in the process of completing their contract is not refundable. Tax statements from contractors should indicate the **amount of tax paid on materials that become part of the structure only.** Statements should indicate the vendor's name, date of invoice, invoice number, taxable amount, and sales tax amount. The statement must be "certified" by the contractor. Additionally, be sure the county tax is allocated to the correct county. As of January 1, 2002, the county is determined by the "ship to" address; therefore, if the material was shipped to your place of business instead of the job site the county name would reflect the county where your business is located.

Subcontractors performing work should also provide sales tax statements to the general contractor. It is the general contractor's responsibility to secure from the subcontractor the tax statement. (Reference Sales and Use Tax Bulletin Section 31)

If you submit a pay application upon which no sales tax was paid, **please send a blank form indicating "none this period".** Payment may be delayed if proper sales tax accounting is not attached.

If you have any questions regarding the attached form please contact Anna Austin w/UCPS at 704-290-1541 or Shanna McLamb at 704-290-1562.

AS OF JULY 1, 2011, THE SALES TAX DISTRIBUTION FOR UNION COUNTY IS 4.75% STATE AND 2.00% COUNTY.

Mecklenburg County has an additional ½% local sales tax. They are the only county with 7 ¼% rate of tax. For other county rates refer to Form Gen562 on the NC Department of Revenue website www.dor.state.nc.us.

PLEASE USE THE CORRECT DISTRIBUTION (NOTED ABOVE) ON ALL CONTRACTOR STATEMENTS.

STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

Contractor: _____
 Project Name: _____

Sheet #: _____
 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)									
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16)									
17)									
18)									
19)									
20)									
21)									
22)									
23)									
24)									
25)									
Total:									

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: _____
 My Commission Expires: _____
 Title: _____

Union County Public School Certification Form

PROJECT: ROOFING RENOVATIONS AT PARKWOOD HIGH SCHOOL 2-9700025-2

DESCRIPTION	REQUIRED	N/A	COMMENTS
CERTIFICATE OF OCCUPANCY AND COMPLIANCE/INSPECTIONS	X		
CERTIFICATE OF FIRE INSPECTION REPORTS	X		
CERTIFICATE 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

Signature

(Acknowledging all requirements have been met)

Date

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