

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

AGREEMENT made this 31st day of May 2011,

BETWEEN the Owner: Union County Board of Education
201 Venus Street
Monroe, NC 28112

and the Contractor: Weathergard, Inc.
2806 Bravo Place, Box 1085
Monroe, NC, 28111

For Roof Renovations to: Parkwwod High School

the Consultant/Project Manager being Nelson Hall & Associates, Inc., Monroe, NC.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

The Work

- 1.1 To the extent required by the Contract documents dated May 2011, the Contractor shall be responsible for furnishing all apparatus and materials and causing the Work to be performed as stated in the Bid Documents, Prebid Minutes and Preconstruction Minutes.
- 1.2 Contractor shall comply with the Union County Public School Terms and Conditions.
- 1.3 Union County Public Schools is now Tobacco Free.

ARTICLE 2 - Time of Commencement and Completion

- 2.1 The Work to be performed under this Agreement shall be commenced on or about June 2011, and shall be pursued continuously until completed. Both parties shall endeavor to accomplish its substantial completion by 14 Calendar days from start date for Roof Area 01.19. The date of substantial completion of the Work or designated portion thereof shall be that date when the Work is sufficiently complete that the Owner can utilize the Work or any designated portion thereof for the use for which it is intended. The guarantee period shall begin on the date of final acceptance of the roofing assemblies by the Owner.
- 2.2 The Contract time shall be extended by Change Order for such amount of time as shall be reasonably required if the progress of the Work is delayed by:

2.2.1 any act or failure to act of the Owner, any agent of the owner, any separate contractor employed by the Owner or any employee of such Owner, agent or separate contractor,

2.2.2 changes ordered in the Work or made necessary by unforeseen or concealed conditions or errors in the drawings or specifications;

2.2.3 labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably predictable, unavoidable casualties, catastrophes, war, civil disturbances, Acts of God, or other causes beyond the Contractor's reasonable control.

2.3 Appropriate adjustments in the Contract Price and profit thereon shall also be made by Change Order to compensate the Contractor for his additional costs and overhead occasioned by such delays and extensions of time.

2.4 Extensions in the contract time for other reasons may be mutually agreed upon.

ARTICLE 3 - Contract Sum

3.1 The Owner shall pay the Contractor, in current funds, the following contract sum for the performance of the Work, subject to additions or deductions for changes as provided in Article II and in accordance with Unit Prices provided by the Contractor in the Form of Proposal included with the Bid Documents:

Contract Amount	TOTAL	\$191,800.00
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ARTICLE 4 - Progress Payments

4.1 Unless the Work is substantially completed within a period of thirty (30) days after commencement, the Owner shall make progress payments to the Contractor monthly in the following manner:

4.2 At least ten days before the date for each progress payment, the Contractor shall submit an application for payment based on the value of the Work completed for this Contract and of materials stored on the site as of the twenty-fifth (25th) day of the calendar month immediately preceding the month in which the payment is due.

4.3 The Contractor shall submit Waivers of Lien commencing with the second request for payment.

4.4 Not later than the thirtieth (30th) day of each month, the Owner shall make full payment to the Contractor of the amount set forth in the Contractor's application for payment, subject only to reduction for retainage as provided for in the General Conditions of the Contract as set forth in the Bid Documents. In the event that the Owner disputes the

value of the Work claimed in the application as satisfactorily completed or the value of stored materials, the Owner shall promptly pay on the basis of his estimate of value and shall notify the Contractor in writing of the dispute.

4.5 The amount retained from progress payments shall be 5% until 50% completion of project.. Final Payment will be released thirty (30) days of final acceptance of the roofing assembly following submittal of required documents as set forth in the Bid Documents.

4.6 Payments and acceptance shall be in accordance with the General Conditions of Contract set forth in the Bid Documents.

4.7 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.

4.8 Contractor shall fulfill all requirements as listed on the Union County Certification Form. Contractor shall sign the Union County Certification Form and submit with final application for payment.

4.9 Contractor shall complete the NC Sales Tax Certification Form and submit with final application for payment.

ARTICLE 5 - Insurance

5.1 The Contractor shall provide Certificates of Insurance prior to commencing work. Insurance requirements shall be as set forth in the General Conditions of the Contract of the Bid Documents.

This agreement entered into as of the day and year first written above.

CONTRACTOR
Weathergard, Inc.

OWNER
Union County Public Schools

Larry Parker
Weathergard, Inc.

Dean Arp
Chairman of UCBOE

Date _____

Date 6/7/11

DIVISION OF RISK MANAGEMENT

Debbie Outen

Date 6/2/11

UCBOE ATTORNEY

see attached

Date _____

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

UCPS FINANCE OFFICER

Daniel R. Karpl

Date 6/2/11

This agreement entered into as of the day and year first written above.

CONTRACTOR
Weathergard, Inc.

OWNER
Union County Public Schools

Larry Parker
Weathergard, Inc.

Dean Arp
Chairman of UCBOE

Date _____

Date _____

DIVISION OF RISK MANAGEMENT

Date _____

UCBOE ATTORNEY

Michael R. DeLong

Date 6/2/11

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

UCPS FINANCE OFFICER

Date _____

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Davis-Garvin Agency, Inc. - SC PO Box 21627 Columbia, SC 29221-1627 800 845-3163	CONTACT NAME: Ellen Bennett PHONE (A/C, No. Ext): 800 845-3163 FAX (A/C, No): 803 732-3989 E-MAIL ADDRESS: ebennett@davisgarvin.com PRODUCER CUSTOMER ID #: WEATHINC													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Pennsylvania National Security</td> <td></td> </tr> <tr> <td>INSURER B : Penn National Mutual Ins</td> <td></td> </tr> <tr> <td>INSURER C : CRSMC - SIF</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pennsylvania National Security		INSURER B : Penn National Mutual Ins		INSURER C : CRSMC - SIF		INSURER D :		INSURER E :		INSURER F :
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INSURED Weathergard, Inc. PO Box 1085 Monroe, NC 28111														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CX90659283	11/01/2010	11/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AU90659283	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		UL90659283	11/01/2010	11/01/2011	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	CRSMC00085	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased or Rented Equipment		CX90659283	11/01/2010	11/01/2011	\$100,000 Limit \$500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
JOB: Parkwood High School, 3220 Parkwood School Road, Monroe, NC and East Union Middle School, 6010 W Marshville Blvd, Marshville, NC. Union County Schools System is included as Additional Insured for General Liability with respect to insured's work on this job. Coverage is primary and non-contributory.

CERTIFICATE HOLDER Union County Schools System Attn: Penny Helms 201 Venus Street Monroe, NC 28112-4786	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**PENN NATIONAL
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P. O. Box 2361
Harrisburg, PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**AUTOMATIC ADDITIONAL INSURED --
OWNERS, CONTRACTORS AND SUBCONTRACTORS
(ONGOING OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following provision is added to SECTION II -
WHO IS AN INSURED**

- 6. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location or project described in the contract or agreement.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

- 1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

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

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

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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Page 1 of 2

D. With respect to the coverage provided by this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Subparagraph a. Primary Insurance, is replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except:

(1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.



**PENN NATIONAL
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P. O. Box 2361
Harrisburg, PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**AUTOMATIC ADDITIONAL INSUREDS --
OWNERS, CONTRACTORS AND SUBCONTRACTORS
(COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following provision is added to SECTION II - WHO IS AN INSURED

- 6. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured for the "products-completed operations hazard", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work", at the location or project designated and described in the contract or agreement, performed for that additional insured and included in the "products-completed operations hazard".

A person's or organization's status as an additional insured under this endorsement ends when the obligation to provide additional insured status for the "products-completed operations hazard" in the written contract or agreement ends.

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

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and
- 2. Supervisory, inspection, architectural or engineering activities.

C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the coverage provided by this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Subparagraph a. Primary Insurance, is deleted and replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except:

- (1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

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Nelson Hall &
Associates, Inc.



May 31, 2011

Mr. Rick Benton
Union County Schools System
201 Venus Street
Monroe, NC 28112

RE: BID OPENING - 2011 UNION COUNTY SCHOOLS REROOF PROJECTS –
PARKWOOD HIGH SCHOOL

On May 31, 2011 at 2:00 pm, bids were accepted for the reroof projects at Union County
Schools at the maintenance office.

Present at the meeting were as follows:

Mike Reinhardt	Roofing Service	704-289-6197
Penny Helms	Union County Schools	704-296-2371
Rick Benton	Union County Schools	704-296-3163
Jerel Burris	Nelson Hall & Associates	704-289-6956
Nelson Hall	Nelson Hall & Associates	704-289-6956

The Bid Tabulation Sheet is attached.

On the basis of low bid, I would recommend that Weathergard, Inc. be awarded the contract
for Parkwood High for \$191,800.

If I can be of further service in this matter, please advise.

Regards,

W. Nelson Hall, FRCI, RCC, RRO
President

cc: All attendees

