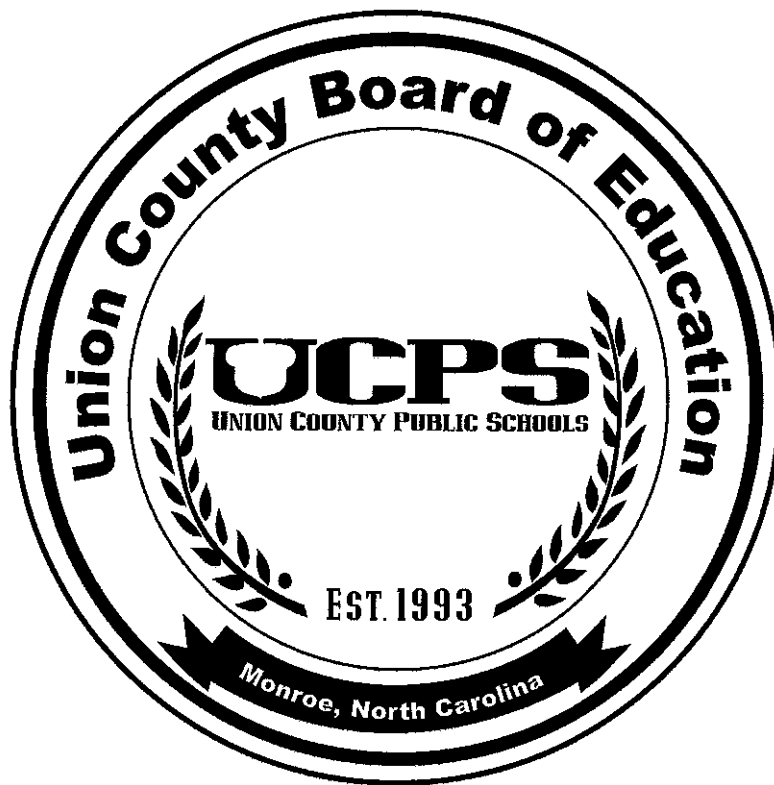


# UNION COUNTY PUBLIC SCHOOLS



## Forest Hills High School Piping for Boiler and Chiller Consolidation

1-9731677

CONTRACT

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
FOREST HILLS HIGH SCHOOL  
PIPING FOR BOILER AND CHILLER CONSOLIDATION**

This Contract for Forest Hills High School Piping for Boiler and Chiller Consolidation (this "Contract") is made and entered into the 7th day of June 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 Action Mechanical Contractors, Inc. located at 3228 Nevada Blvd, Charlotte NC 28273; hereby, known as Action Mechanical Contractors, 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 identified in **Attachment B**.

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 fulfill the requirements listed within the UCPS Certification Form (**Attachment C**), sign and return with invoice.
- C.** 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.
- D.** Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
- E.** Contractor and all Subcontractors shall be properly licensed in the state of North Carolina for a work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
- F.** 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.
- G.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on school property.
- H.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
- I.** Contractor is responsible for a turn-key project.

**II.**     **Warranty.**

- A.** Contractor shall provide the warranty as stated within **Attachment B**, page 11.
- B.** Contractor shall transfer manufacturer's warranty to Union County Public Schools.
- C.** All repairs shall be performed at no cost to UCPS. This includes, but is not limited to, equipment, material, labor, supervision, and travel.
- D.** The warranty period begins upon date of Substantial Completion.

**III.**     **Commencement Date.**

- A.** Contractor may proceed upon receipt of purchase order and must be completed within 60 consecutive calendar days.
- B.** Contractor may work on business days during the hours of 8:00 am through 5:00 pm providing no disruption to school's activities. All work shall be coordinated with the UCPS Project Coordinator.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
FOREST HILLS HIGH SCHOOL  
PIPING FOR BOILER AND CHILLER CONSOLIDATION**

**IV. Damages.**

- A. Liquidated Damages.** The damages that UCPS will encounter if job is not completed by the time specified herein (see section III-A), 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 Project 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 UCPS for review.

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

- A.** For all services provided above, Contractor will be paid the Contract Sum of \$203,000.00 and is subject to additions and deductions by approved Change Orders. All requests for payment received will be on net 30 terms.
- B.** An allowance of \$5,000.00 has been included in the Contract Sum for unforeseen conditions. Contractor must receive authorization by the assigned UCPS Project Coordinator prior to using the allowance funds. Written documentation of allowance expenditures will be required. Contractor's failure to meet these obligations will allow UCPS to reject reimbursements of such expenses.
- C.** Retainage will be held in accordance to the North Carolina General Statute 143-134.1.
- D.** The terms and conditions stated in this contract govern all other terms and conditions.

**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.** Tony Wentz, AIA Assistant Director, Planning and Construction, is Owner Representative for UCBOE.  
Telephone 704.296.3160 ext.6760
- B.** Randy Minnich is designated as the Contractor's Project Coordinator for Action Mechanical Contractors, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract.  
Telephone 704.587.4450
- 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 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  
FOREST HILLS HIGH SCHOOL  
PIPING FOR BOILER AND CHILLER CONSOLIDATION**

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. 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  
FOREST HILLS HIGH SCHOOL  
PIPING FOR BOILER AND CHILLER CONSOLIDATION

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

**ACTION MECHANICAL CONTRACTORS, INC.**

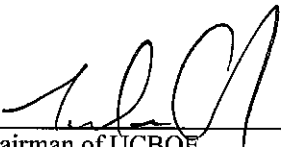
By: \_\_\_\_\_

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

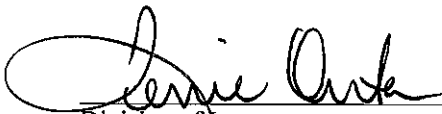
Date

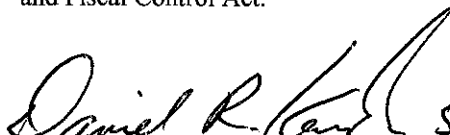
Contractor's Federal Identification #  
[if Contract is with Organization]

or Social Security Number  
[if Contract is with individual]

 6/7/11  
Chairman of UCBOE Date

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

 6/2/11  
Division of Insurance  
& Risk Management Date

 5/31/11  
Finance Officer Date

see attached  
\_\_\_\_\_  
UCBOE Attorney Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/25/2011

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).

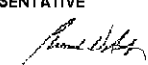
|   |  |   |
|---|--|---|
| <b>PRODUCER</b><br>Watson Insurance<br>245 East Second Avenue<br>Gastonia NC 28053          | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 704-865-8584      FAX (A/C, No): 704-866-9866<br>E-MAIL ADDRESS: dhoffman@watsoninsurance.com<br><b>PRODUCER CUSTOMER ID#:</b> ACTIO-5 |   |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |   |
| <b>INSURED</b><br>Action Mechanical Contractors, Inc.<br>P.O Box 7325<br>Charlotte NC 28241 | <b>INSURER A:</b> Cincinnati Insurance Company      NAIC # 10677   | <b>INSURER B:</b> The Zenith Insurance Company      0 |
|   | <b>INSURER C:</b>  |   |
|   | <b>INSURER D:</b>  |   |
|   | <b>INSURER E:</b>  |   |
|   | <b>INSURER F:</b>  |   |

**COVERAGES**      **CERTIFICATE NUMBER:** 421257728      **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          | EPP0061353    | 1/31/2011               | 1/31/2012               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          | EPP0061353    | 1/31/2011               | 1/31/2012               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$  |
| A        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION \$  |           |          | EPP0061353    | 1/31/2011               | 1/31/2012               | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A  |           |          | M1059701      | 10/1/2010               | 10/1/2011               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                          |
| A        | Contractors Errors & Omissions   |           |          | EPP0061353    | 1/31/2011               | 1/31/2012               | Limit \$1,000,000<br>Ded: \$500   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Union County Public Schools are listed as additional insured with respects to the General Liability policy.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Union County Public Schools<br>201 Venus Street<br>Monroe NC 28112 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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**FAX COVER PAGE**

**To:** Union County Public Schools  
7042832371

**From:** Watson Insurance

**Date:** Wed May 25 2011 08:07:36 AM MST

**Pages:** 3

**Subject:** Certificate of Insurance

**Message:**

Certificate of Insurance



Bond Number: Bid Bond

Obligee: Union County Public Schools

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by Frank E. Martin, Jr., Vice President and Gerald F. Haley, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the next page hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint:

**Tammy M. Laub**

of Charlotte, NC, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Bond or undertaking number Bid Bond, issued on behalf of Action Mechanical Contractors, Inc., as Principal in a penalty not to exceed the sum of See Bond Form (\$See Bond Form) and the execution of such bond or undertaking in pursuance of these presents, shall be as binding upon said company, as fully and amply, to all intents and purposes, as if it had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, MD, in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the next page hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND this 4th day of September, A.D. 2007.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

Gerald F. Haley Assistant Secretary

*Frank E. Martin Jr.*

Frank E. Martin, Jr. Vice President

State of Maryland }  
County of Baltimore } ss:

On this 4th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came Frank E. Martin, Jr., Vice President, and Gerald F. Haley, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Connie A. Dunn*

Connie A. Dunn Notary Public  
My Commission Expires: July 14, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President or any Vice President that is specially authorized by the Board of Directors or the Chairman in concurrence with the Corporate Secretary, shall have the power, by and with the concurrence of the Secretary, to appoint Attorney-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.”

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: “That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.”

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 19th day of May, 2011.



L.L. Goucher

*Assistant Secretary*

