



Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fourteenth (14th) day of April in the year Two Thousand Fifteen (2015)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Union County Board of Education
400 North Church Street
Monroe, NC 28112
Telephone: 704-296-3160

and the Contractor:
(Name, legal status, address and other information)

Godfrey Construction Company, Inc.
PO Box 968
Monroe, NC 28111
Telephone: 704-233-0488

for the following Project:
(Name, location and detailed description)

Parkwood High School
Running Track Replacement
3220 Parkwood School Road
Monroe, NC 28112
Project consists of demolition of existing running track, installation of new stone base, new asphalt paving with rubberized track surface. New storm drainage and selected grading are also included.

The Architect:
(Name, legal status, address and other information)

Ramsay Burgin Smith Architects, Inc.
225 North Main Street, Suite 501
Salisbury, NC 28144
Telephone: 704-633-3121

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date is based on a Purchase Order that will be issued on, or about April 27, 2015.

Schedule is as follows:

- Access to site on May 18, 2015
- Asphalt paving complete June 19, 2015
- Substantial Completion July 30, 2015

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.) The Contractor shall achieve Final Completion no later than August 8, 2015

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Substantial Completion	\$1,000.00 per Calendar Day
Final Completion	\$500.00 per Calendar Day

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Four Hundred Fifty-One Thousand Eight Hundred and no/100 (\$ 451,800.00)**, subject to additions and deductions as provided in the Contract Documents.

Base Bid	\$370,800.00
Alternate #1	\$ 60,200.00
Alternate #2	\$ 18,800.00
Alternate #3	Not Accepted
Alternate #4	Not Accepted
Alternate #5	Not Accepted
Alternate #6	\$ 2,000.00
Total Contract Sum	\$451,800.00

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1	\$60,200.00
Alternate #2	\$18,800.00
Alternate #3	Not Accepted
Alternate #4	Not Accepted
Alternate #5	Not Accepted
Alternate #6	\$ 2,000.00

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item – Contractor Established:	Units and Limitations	Price Per Unit (\$0.00)
Galvanized Chain Link Fence 4' High	Lineal Foot	\$15.00
Galvanized Chain Link Fence 6' High	Lineal Foot	\$20.00
Galvanized Chain Link Fence 8' High	Lineal Foot	\$25.00
Silt Fence for Erosion Control	Lineal Foot	\$5.00
Owner Established:		
Unsuitable Soil Replacement	Cubic Yard	\$25.00
Mass Rock Replacement	Cubic Yard	\$90.00
Trench Rock Replacement	Cubic Yard	\$135.00

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Unforeseen Allowance	\$15,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **First (1st)** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Twentieth (20th)** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Forty-Five (45)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five percent (5 %)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five percent (5 %)**;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and **Untimely Completion**. *(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

After fifty percent (50%) project completion, no further retainage will be held. Thereafter the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. Provisions of NCGS statute 143-134.1 (b1) through (3) will be followed. The following conditions must be met to qualify for contractual retainage reduction:

1. The project be on or ahead of schedule, and
2. Written permission from the Contractor's bonding company must be submitted.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

In addition to final certificate of payment all punch list items are to be completed and close-out documents delivered to Owner.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

If a dispute occurs between the Owner and Contractor arising out of or relating to the contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiations, the Owner and the Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to the following methods of alternative dispute resolution:

- a. Mediation: pursuant of Constructions Rules of the American Arbitration Association.

Int.

- b. Arbitration: pursuant to the Arbitration Rules of the American Arbitration Association.
- 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 no arbitration had ever occurred.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

At legal prevailing rate

§ 8.3 The Owner's representative:
(Name, address and other information)

David D. Pope, AIA
Facilities Project Manager
Facilities Department
201 Venus Street
Monroe, NC 28112

§ 8.4 The Contractor's representative:
(Name, address and other information)

Hoss Hinson
Godfrey Construction Company, Inc.
PO Box 968
Monroe, NC 28111

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification	Invitation to Bid	February, 2015	1
	Table of Contents	February, 2015	3
	Instructions to Bidders	February, 2015	6
	Supplementary		
	Instructions to Bidders	February, 2015	7
	General Conditions	2007	41
	Supplementary		
	General Conditions	February, 2015	21
	Jessica Lunsford Act	February, 2015	1
	Form of Proposal	February, 2015	4
	RBSA Office Standard		
	Rate Sheet	January, 2013	1

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

SEE EXHIBIT "B" – Table of Contents

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

SEE EXHIBIT "C" – Schedule of Drawings

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	3/2/15	5
2	3/3/15	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract

Init.

Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

UCPS Signature Page

Form of Proposal as submitted on March 5, 2015

(Attachment "A")

Minority Participation Affidavit and General Contractor Qualification Statement. (Included by Reference)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

See Performance and Payment Bonds and Insurance Documents Attached Separately to this Contract.

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

Union County Board of Education



OWNER (Signature)

John COLLINS, CHAIR

(Printed name and title)

Godfrey Construction Company, Inc.



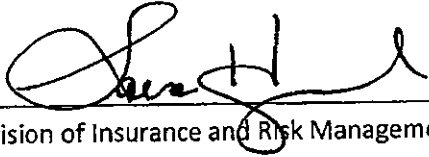
CONTRACTOR (Signature)

TIM HINSON Pres.

(Printed name and title)

UNION COUNTY PUBLIC SCHOOLS

CONTRACT SIGNATURE PAGE



Division of Insurance and Risk Management

3-23-15

Date

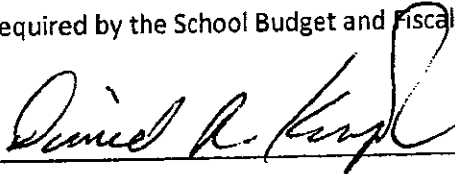
As to Form
MUA

General Counsel

4/1/15

Date

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



Finance Officer

3/24/15

Date

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:55:18 on 03/16/2015.

PAGE 1

AGREEMENT made as of the Fourteenth (14th) day of April in the year Two Thousand Fifteen (2015)

...

The Union County Board of Education
400 North Church Street
Monroe, NC 28112
Telephone: 704-296-3160

...

Godfrey Construction Company, Inc.
PO Box 968
Monroe, NC 28111
Telephone: 704-233-0488

...

Parkwood High School
Running Track Replacement
3220 Parkwood School Road
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Project consists of demolition of existing running track, installation of new stone base, new asphalt paving with rubberized track surface. New storm drainage and selected grading are also included.

...

Ramsay Burgin Smith Architects, Inc.
225 North Main Street, Suite 501
Salisbury, NC 28144
Telephone: 704-633-3121

PAGE 2

The commencement date is based on a Purchase Order that will be issued on, or about April 27, 2015.

Schedule is as follows:

Access to site on May 18, 2015
Asphalt paving complete June 19, 2015
Substantial Completion July 30, 2015

N/A

PAGE 3

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Work.)The Contractor shall achieve Final Completion no later than August 8, 2015

...

<u>Substantial Completion</u>	<u>\$1,000.00 per Calendar Day</u>
<u>Final Completion</u>	<u>\$500.00 per Calendar Day</u>

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Fifty-One Thousand Eight Hundred and no/100 (\$ 451,800.00), subject to additions and deductions as provided in the Contract Documents.

<u>Base Bid</u>	<u>\$370,800.00</u>
<u>Alternate #1</u>	<u>\$ 60,200.00</u>
<u>Alternate #2</u>	<u>\$ 18,800.00</u>
<u>Alternate #3</u>	<u>Not Accepted</u>
<u>Alternate #4</u>	<u>Not Accepted</u>
<u>Alternate #5</u>	<u>Not Accepted</u>
<u>Alternate #6</u>	<u>\$ 2,000.00</u>
<u>Total Contract Sum</u>	<u>\$451,800.00</u>

...

<u>Alternate #1</u>	<u>\$60,200.00</u>
<u>Alternate #2</u>	<u>\$18,800.00</u>
<u>Alternate #3</u>	<u>Not Accepted</u>
<u>Alternate #4</u>	<u>Not Accepted</u>
<u>Alternate #5</u>	<u>Not Accepted</u>
<u>Alternate #6</u>	<u>\$ 2,000.00</u>

...

<u>Item - Contractor Established:</u>	<u>Units and Limitations</u>	<u>Price Per Unit (\$0.00)</u>
<u>Galvanized Chain Link Fence 4' High</u>	<u>Lineal Foot</u>	<u>\$15.00</u>
<u>Galvanized Chain Link Fence 6' High</u>	<u>Lineal Foot</u>	<u>\$20.00</u>
<u>Galvanized Chain Link Fence 8' High</u>	<u>Lineal Foot</u>	<u>\$25.00</u>
<u>Silt Fence for Erosion Control</u>	<u>Lineal Foot</u>	<u>\$5.00</u>
 <u>Owner Established:</u>		
<u>Unsuitable Soil Replacement</u>	<u>Cubic Yard</u>	<u>\$25.00</u>
<u>Mass Rock Replacement</u>	<u>Cubic Yard</u>	<u>\$90.00</u>
<u>Trench Rock Replacement</u>	<u>Cubic Yard</u>	<u>\$135.00</u>

PAGE 4

<u>Unforeseen Allowance</u>	<u>\$15,000.00</u>
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...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First (1st) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Twentieth (20th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and Untimely Completion.

PAGE 5

After fifty percent (50%) project completion, no further retainage will be held. Thereafter the Owner will pay one hundred percent (100%) of the Contractor's monthly application for payment amount, holding the 2.5% maximum retainage as a fixed amount until substantial completion is certified. Provisions of NCGS statute 143-134.1 (b1) through (3) will be followed. The following conditions must be met to qualify for contractual retainage reduction:

1. The project be on or ahead of schedule, and
2. Written permission from the Contractor's bonding company must be submitted.

...

In addition to final certificate of payment all punch list items are to be completed and close-out documents delivered to Owner.

...

[] Other (Specify)

If a dispute occurs between the Owner and Contractor arising out of or relating to the contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiations, the Owner and the Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to the following methods of alternative dispute resolution:

- a. Mediation: pursuant of Constructions Rules of the American Arbitration Association.
- b. Arbitration: pursuant to the Arbitration Rules of the American Arbitration Association.
- 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 no arbitration had ever occurred.

See Performance and Payment Bonds and Insurance Documents Attached Separately to this Contract.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

...

Union County Board of Education

Godfrey Construction Company, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:55:18 on 03/16/2015 under Order No. 8617943441_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

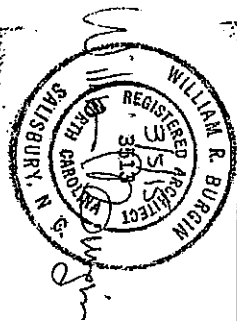
(Signed)

(Title)

(Dated)

BID TABULATION
UNION COUNTY PUBLIC SCHOOLS
PARKWOOD HIGH SCHOOL - RUNNING TRACK REPLACEMENT
March 5, 2015

General Contractors	MBE	RECEIVED ADDENDA	BID BOND	POSITION	BASE BID	Alt. #1 Perimeter Channel Drain for Running Track	Alt. #2 Concrete Sidewalk & Fencing	Alt. #3 Replace NW Concrete Pad	Alt. #4 Provide Blue Running Track	Alt. #5 Provide/Install Discus & Shotput Cages	Alt. #6 Construction Waste Management	TOTAL (Base Bid + Alt. #1 & Alt. #2)
Carolina Steworks	X	X	X	2	\$370,000.00	\$97,259.00	\$16,428.00	\$21,265.00	\$51,590.00	\$11,268.00	\$7,900.00	\$483,687.00
Carpenter Construction	X	X	X	3	\$439,990.00	\$64,326.00	\$21,537.00	\$25,298.00	\$34,971.00	\$7,215.00	\$7,070.00	\$525,853.00
EVS-Construction & Dev't												
Godfrey Construction	X	X	X	1	\$370,800.00	\$60,200.00	\$18,800.00	\$20,500.00	\$35,800.00	\$6,500.00	\$2,000.00	\$449,800.00
Hearthand Contracting	X	X	X	5	\$430,200.00	\$84,250.00	\$25,500.00	\$25,860.00	\$27,645.00	\$9,883.00	\$0.00	\$579,950.00
Eynohes River Contracting												
Progressive Contracting	X	X	X	4	\$453,500.00	\$57,400.00	\$23,700.00	\$22,500.00	\$47,300.00	\$18,100.00	\$7,800.00	\$554,400.00





EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/30/2015

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

AGENCY Robbins & Associates Insurance Agcy., Inc. P O Box 1458 Monroe, NC 28111 Donna B Moore	PHONE (A/C, No, Ext): 704-226-1300	COMPANY *Montgomery Insurance P.O. Box 507 Keene, NH 03431-0507
FAX (A/C, No): 704-226-1320	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: GODFR-3		
INSURED Godfrey Construction Company, Hoss Hinson PO Box 968 Monroe, NC 28111	LOAN NUMBER	POLICY NUMBER BINDER
	EFFECTIVE DATE 05/18/15	EXPIRATION DATE 11/18/15
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION	
LOCATION/DESCRIPTION 1220 Parkwood School Road Monroe, NC 28112	Builders Risk-Parkwood High School-Running Track

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk-Parkwood High School-Running Track Earthquake	300000	1000 25000

REMARKS (Including Special Conditions)

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.

NAME AND ADDRESS Union County Public Schools 201 Venus Street Monroe, NC 28112	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	<input checked="" type="checkbox"/> Owner
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Donna B Moore</i>		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2015

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).

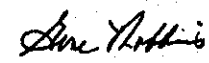
PRODUCER Robbins & Associates Insurance Agcy., Inc. P O Box 1458 Monroe, NC 28111 Donna B Moore	CONTACT NAME: Donna B Moore PHONE (A/C, No, Ext): 704-226-1300 E-MAIL ADDRESS: donna@robbinsandassociates.com	FAX (A/C, No): 704-226-1320
	INSURER(S) AFFORDING COVERAGE	
INSURED Godfrey Construction Company, Hoss Hinson PO Box 968 Monroe, NC 28111	INSURER A: Selective Ins. Co. of SC	NAIC # 19259
	INSURER B: Builders Mutual Ins Co	10844
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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.

NSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	S 2031233	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		S 2031233	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		S 2031233	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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/A	WCP101881702	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 Equipment		S2031233	07/01/2014	07/01/2015	Leased Eq 100,000 Deduct 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
te: Parkwood High School Running Track Replacement Project
Inion County Public Schools is named as additional insured with regards to
general Liability as required by written contract.

CERTIFICATE HOLDER UNIOCOP Union County Public Schools 201 Venus Street Monroe, NC 28112	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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