

DEPARTMENT

854

Party/Vendor Name: Encompass Building Group, Inc.

Party/Vendor Contact Person: Jon Jacek Contact Phone: 704.246.3950

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address 2910 Old Monroe Road, Suite C City: Stallings State: NC Zip: 28104

Department: Facilities Department Amount: \$164,000

Purpose: Porter Ridge High School - Culinary Arts Academy Renovation

Budget Code(s) (put comma between multiple codes): 2.5120.014.522.343

TYPE OF CONTRACT: (Please Check One)  New  Renewal  Amendment Effective Date: \_\_\_\_\_

This document has been reviewed and approved by the Department Head as to technical content.

Project Manager [Signature] Date: 6/25/2014

Assistant Director \_\_\_\_\_ Date: \_\_\_\_\_

Director of Facilities [Signature] Date: 6/25/2014

Division Assistant Superintendent Signature [Signature] Date: 6-30-14

CENTRAL PURCHASING

Type of Contract:  Award Bid  Sole Source  Piggyback  Emergency  Amendment  As To Form Other: \_\_\_\_\_

Attached Documentation:  Bid Tabulation  Certificate of Insurance  Sole Source Documentation  Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: [Signature] Date: 6/25/14

RISK MANAGEMENT

Date Received 6/30/14

Include the following coverage:  CGL  Auto  WC  Professional  Property  Pollution  Non-Profit  Not Required

Hold Contract pending receipt of Certificate of Insurance  Notes: \_\_\_\_\_

Risk Manager's Signature [Signature] Date: 6/30/14

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received \_\_\_\_\_

(Applicable only for hardware/software purchase or related Information Technology services)  Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

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

BUDGET AND FINANCE

Date Received \_\_\_\_\_

Yes  No  Sufficient funds are available in the proper category to pay for this expenditure. \$ 164,000.00

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: \_\_\_\_\_

Finance Director's Signature [Signature] Date: 7/2/14

ATTORNEY

Date Received 7/3/14

Date department needs contract back from attorney: \_\_\_\_\_

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto:  Yes  No

Attorney's Signature [Signature] Date: 7/7/14

UCPS SUPERINTENDENT

Date Received 7-8-14

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

Superintendent's Signature [Signature] Date: 7-8-14

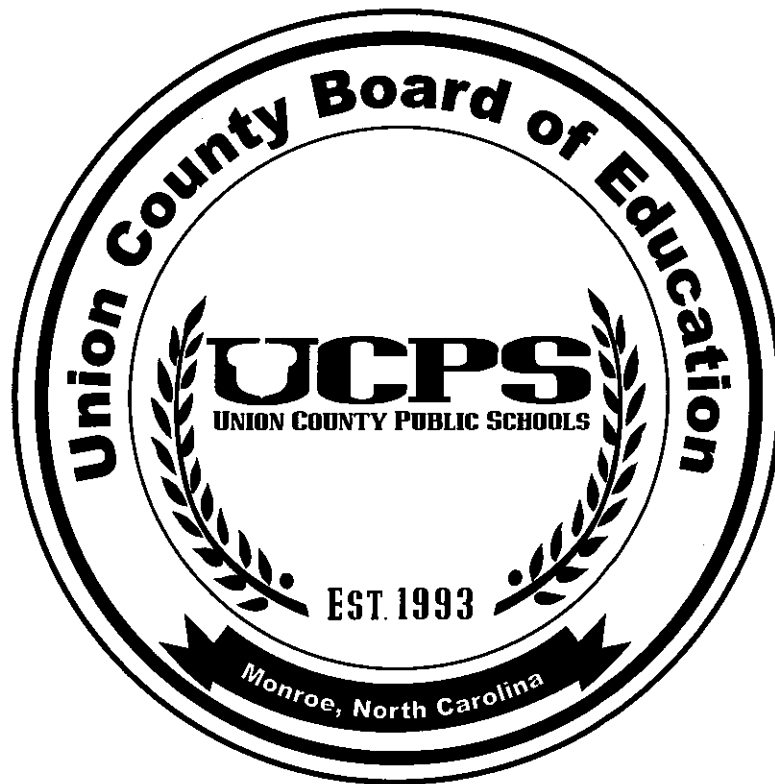
BOARD OF EDUCATION

Agenda Date: 7-8-14 Date Received 7-8-14

Yes  No  N/A Approved by Board of Education at meeting of 7-8-14

Board of Education Chairman Signature [Signature] Date: 7.8.14

# **UNION COUNTY PUBLIC SCHOOLS**



## **Porter Ridge High School Culinary Arts Academy Renovation**

**4-93342102**

**Encompass Building Group, Inc.**

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PORTER RIDGE HIGH SCHOOL  
CULINARY ARTS ACADEMY RENOVATION  
4-93342102**

This Contract for Porter Ridge High School's Culinary Arts Academy Renovation (this "Contract") is made and entered into the 8th day of July 2014 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 Encompass Building Group, Inc. located at 2910 Old Monroe Road, Suite C, Stallings, NC 28104; hereby, known as Encompass Building Group, 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 the bid documents as Base Bid and Alternate 1.

**Additional provisions are as follows:**

- A.** Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
- B.** Contractor shall be responsible for all materials stored on site.
- C.** Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
- D.** Contractor and all subcontractors shall be properly licensed in the state of North Carolina for work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
- E.** 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.
- F.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on UCPS property.
- G.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
- H.** Contractor shall safeguard the project area at all times.
- I.** Contractor is responsible for a turn-key project.

**II.** **Warranty.**

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

**III.** **Commencement Date.**

- A.** Contractor may proceed upon receipt of purchase order and must be finally complete by August 21, 2014.
- B.** All work must be coordinated with the assigned UCPS Project Coordinator to ensure activities are not disrupted.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PORTER RIDGE HIGH SCHOOL  
CULINARY ARTS ACADEMY RENOVATION  
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**IV. Damages.**

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

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

- A.** For all services provided above, Contractor will be paid the Contract Sum of \$164,000 and is subject to additions and deductions by approved Change Orders.
- B. Payments.** All requests for payment will be based on net 30 terms. Approval for partial payment will be based solely at UCPS discretion. If partial payments are approved by Owner, retainage will be held in accordance to North Carolina General Statute 143-134.1.
- C. Submittals.** All invoices shall have the completed NC Sales and Use Tax Certification Form and the MBE Documentation for Contract Payments (Attachment B). The final invoice shall also include the UCPS Certification Form (Attachment C) along with the required documentation stated within the bid documents. Failure to comply with these requirements may delay payment.

**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.** David Pope is designated as the UCPS Facilities Project Manager. Telephone 704.296.3160 extension 6752.
- B.** Jon Jacek is designated as the Contractor's Project Coordinator for Encompass Building Group, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract. Telephone 704.246.3950.
- C.** Penny Helms, CLGPO is designated as the Purchasing and Contract Coordinator for UCBOE. Telephone 704.296.3160 extension 6759.

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

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:

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PORTER RIDGE HIGH SCHOOL  
CULINARY ARTS ACADEMY RENOVATION  
4-93342102**

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.

Owners Builders Risk Insurance

The Contractor will be responsible for the Builder's Risk covering fire, vandalism, malicious mischief, and extended coverage perils in amounts sufficient to cover the value of the work installed and the building materials stored at the construction site. The insurance will not cover equipment belonging to the Contractor or any of his sub-contractors.

**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.**


Additional Provisions

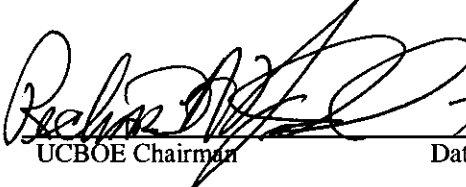
Contractor agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.

UNION COUNTY BOARD OF EDUCATION CONTRACT  
PORTER RIDGE HIGH SCHOOL  
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IN WITNESS WHEREOF, UCBOE and the Contractor have executed this Contract on the day and year first written above.

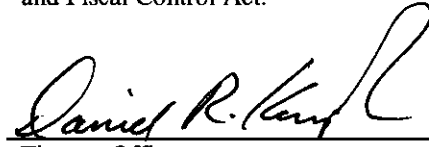
ENCOMPASS BUILDING GROUP, INC.


By:  Jon Jack  
Title: PRESIDENT Date: July 11, 2014  
Contractor's Federal Identification # 46-2005509 or Social Security Number  
[if Contract is with Organization] [if Contract is with individual]

 7.8.14  
UCBOE Chairman Date

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

 6/30/14  
Division of Insurance Date  
& Risk Management

 7/2/14  
Finance Officer Date

As to Form:  
 7/1/14  
UCPS General Counsel Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PORTER RIDGE HIGH SCHOOL  
CULINARY ARTS ACADEMY RENOVATION  
4-93342102**

**ATTACHMENT A**

**STANDARD TERMS AND CONDITIONS**

1. **Termination for Convenience.** UCBOE may terminate this Contract at any time at its complete discretion by 30 days notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
2. **Termination for Default.**  
If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within 15 calendar days to the satisfaction of UCBOE. All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.  
In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.  
Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.
3. **Contract Funding.** It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
4. **Accounting Procedures.** The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
5. **Improper Payments.** The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
6. **Contract Transfer.** The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE.

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



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

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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/Union County Agency Lease Agreement for  
Sales Tax Reimbursement

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

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

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

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

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

## 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. All counties combined sales & use tax rate is 7.75% with the exception of Alexander, Catawba, Cumberland, Haywood, Hertford, Lee, Martin, New Hanover, Onslow, Pitt, Randolph, Sampson, Surry & Wilkes counties that have a tax rate of 8% with the additional ¼% being county tax. Mecklenburg County has an additional ½% local sales tax. They are the only county with 8 ¼% rate of tax. 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 OCTOBER 1, 2009, THE SALES TAX DISTRIBUTION IS 5.75% STATE AND 2.00% COUNTY.**

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



June 24, 2014

Mr. David D. Pope, AIA  
Union County Public Schools  
Facilities, Planning and Construction Dept.  
201 Venus Street  
Monroe, NC 28112

Re: Culinary Arts Academy Renovation  
Porter Ridge High School  
Union County Public Schools

Dear Mr. Pope:

We have reviewed the bids received on June 19, 2014 for the above referenced project and based on discussions following the bid opening, we are making the following recommendation for award of construction contract:

Single Prime Construction Contract: Encompass Building Group  
PO Box 1306  
Indian Trail, NC 28079

Base Bid \$ 156,000.00

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Alternate No. 1 (Furnish and install porcelain tile floor and base in lieu of resilient sheet flooring in Classroom E200, Storage Rooms E200B and E200C) \$ 8,000.00

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Total Construction Contract Amount \$ 164,000.00

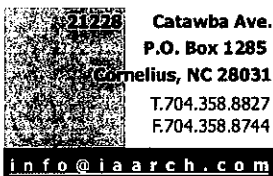
Please note that we are not familiar with Encompass Building Group but per our conversations understand that they have successfully completed other projects for Union County Schools. Please also note that Encompass Building Group has provided us with a letter stating that they have reviewed their proposal and can perform the work for the amounts stated.

Please let us know if you have any questions or need any additional information.

Sincerely,

Mary S. Isaacs, AIA  
Attachments

c: Mr. Jon Jacek; Encompass Building Group



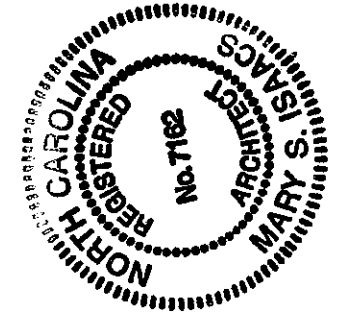
**Culinary Arts Academy Renovation  
Porter Ridge High School  
Union County Public Schools**

**Isaacs + Associates Architects, Inc.  
P. O. Box 1285  
Cornelius, NC 28031**

**Bid Number 4-93342102**

**Bid Tabulation Form  
June 19, 2014**

Contractor	NC License No.	IFB Document	E-Verify Affidavit	Addendum #1	Base Bid	Alternate No. 1
Encompass Building Group	72954	X	X	X	\$156,000.00	\$8,000.00
Heartland Contracting	55222	X	X	X	\$186,478.00	\$8,510.00



*Mary S. Isaacs*  
**Mary S. Isaacs, AIA**  
 Isaacs+Associates Architects, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/17/2014

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> Ascension Benefits & Insurance Solutions 5821 Fairview Road Suite 500 Charlotte NC 28209	<b>CONTACT NAME:</b> Debbie Eldridge	
	<b>PHONE (A/C No. Ext):</b> (704) 688-1228	<b>FAX (A/C. No.):</b> (704) 971-0097
<b>E-MAIL ADDRESS:</b> deldridge@ascensionins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Owners Insurance Company		32700
<b>INSURER B:</b> Auto Owners		18988
<b>INSURER C:</b> Montgomery Insurance		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>INSURED</b> Encompass Building Group Inc PO Box 1306 Indian Trail NC 28079-1306		

**COVERAGES**                      **CERTIFICATE NUMBER:** Builders Risk                      **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>						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	35443928	4/1/2014	4/1/2015	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blkt AI per contract						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blkt WOS						GENERAL AGGREGATE \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> BIKE AI						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	Y	4944392801	4/1/2014	4/1/2015	Hired/borrowed \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED \$      RETENTION \$ 10000			4944392800	4/1/2014	4/1/2015	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y				WC STATUTORY LIMITS      OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Yes, describe under DESCRIPTION OF OPERATIONS below	N/A		35138999	4/1/2014	4/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>BuildersRisk/Installation</b>			BMO170714-02	7/17/2014	1/17/2015	Builders Risk \$1000 ded      various
	<b>Inland Marine</b>			35443928	04/01/2014	04/01/2015	Leased Rent Equip \$100. ded      50000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**BUILDERS RISK COVERAGE FOR Projects:** UCPS SunValley High School ADA and Drainage upgrades \$172,000  
 UCPS Porter Ridge High School - Culinary Arts Academy \$164,000  
 Additional insured applies as respects GL coverage on a primary basis, including completed operations, as required by written contract. Per Forms 55091 and 55373.  
 WOS applies for GL, Auto and WC  
 A 30 Day Notice of Cancellation in favor of Union County Public Schools is provided for all listed policies.

<b>CERTIFICATE HOLDER</b>  Union County Public Schools 400 N Church Street Monroe, NC 28112	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  D Eldridge/ELDDE1 <i>Dannie Eldridge</i>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/25/2014

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> Ascension Benefits & Insurance Solutions 5821 Fairview Road Suite 500 Charlotte NC 28209	<b>CONTACT NAME:</b> Debbie Eldridge <b>PHONE (A/C No. Ext):</b> (704) 688-1228 <b>FAX (A/C No.):</b> (704) 971-0097 <b>E-MAIL ADDRESS:</b> deldridge@ascensionins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Encompass Building Group Inc PO Box 1306 Indian Trail NC 28079-1306	<b>INSURER A:</b> Owners Insurance Company <b>NAIC #</b> 32700	
	<b>INSURER B:</b> Auto Owners <b>18988</b>	
	<b>INSURER C:</b> Auto Owners Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** Revised Mst 14-15 **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	X	35443928	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Blkt AI w/contract					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blkt WOS w/contract					GENERAL AGGREGATE \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY		4944392801	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/>					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		4944392800	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	35138999	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		35443928	4/1/2014	4/1/2015	Leased Rented Equip \$50,000 Deductible 100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Union County Public Schools included as additional insured as respects general liability coverage on a primary basis, including completed operations per written contract requirement per form 55373.  
 Blanket WOS applies for GL per form 55091  
 Blanket Addl Ins form 89317 and WOS 79363 apply for auto coverage  
 Blkt WOS applies for WC per form 27060  
 A 30 Day Notice of Cancellation in favor of Union County Public Schools

<b>CERTIFICATE HOLDER</b> Union County Public Schools 400 N. Church Street Monroe, NC 28112	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> D Eldridge/ELDDE1 <i>Danie Eldridge</i>