

DEPARTMENT

9598

Party/Vendor Name: State Utility Contractors, Inc.

Party/Vendor Contact Person: Justin Collins Contact Phone: 704-289-6400

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

Address PO Box 5019 City: Monroe State: NC Zip: 28111

Department: Facilities Department Amount: \$222,880.00

Purpose: Parkwood High School-Fire Hydrants

Budget Code(s) (put comma between multiple codes): 4.9012.712.525.344.116

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: 5/27/14

Assistant Director [Signature] Date: 5.27.14

Director of Facilities \_\_\_\_\_ Date: \_\_\_\_\_

Division Assistant Superintendent Signature [Signature] Date: 5-28-14

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: 5/27/14

RISK MANAGEMENT

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

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

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

Risk Manager's Signature [Signature] Date: 5/27/2014

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. \$ 222,880.00

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: 5/28/14

ATTORNEY

Date Received 6/3/14

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: 6/3/14

UCPS SUPERINTENDENT

Date Received 6.3-14

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

Superintendent's Signature [Signature] Date: 6.3.14

BOARD OF EDUCATION

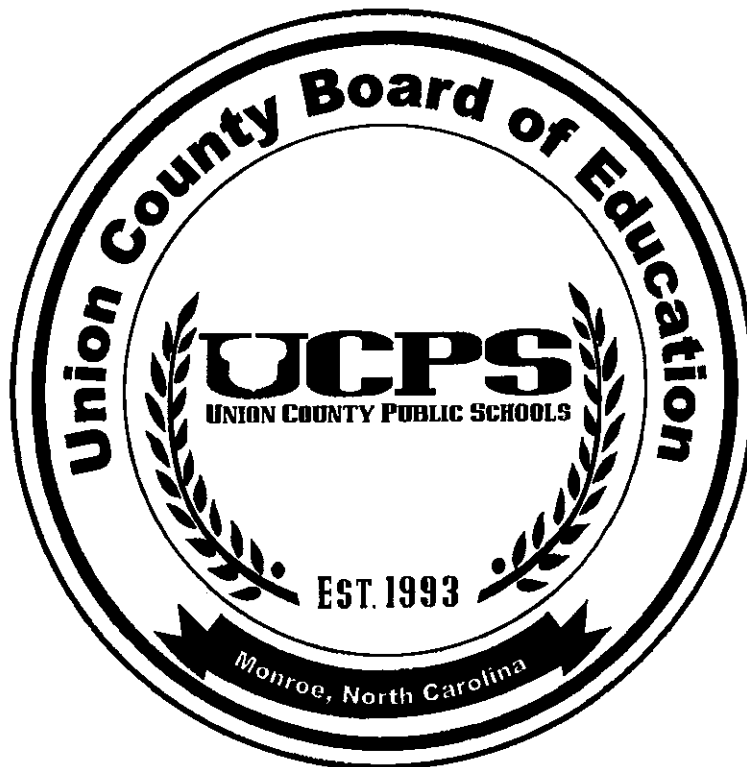
Agenda Date: 6.3-14

Date Received 6.3-14

Yes  No  N/A Approved by Board of Education at meeting of 6.3-14

Board Of Education Chairman Signature [Signature] Date: 6.3.14

# UNION COUNTY PUBLIC SCHOOLS



**PARKWOOD HIGH SCHOOL  
FIRE HYDRANTS**

**4-9734464**

**STATE UTILITY CONTRACTORS, INC.**

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PARKWOOD HIGH SCHOOL, FIRE HYDRANTS  
4-9734464**

This Contract for Fire Hydrants at Parkwood High School (this "Contract") is made and entered into the 3rd day of June 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 State Utility Contractors, Inc., PO Box 5019, Monroe, NC 28111; hereby, known as State Utility 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 the bid documents. Asphalt patching is only required in the areas necessary to complete the construction project.

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 or written notice by UCPS Project Coordinator, whichever is the latter.
- B. Contractor must be finally complete within 60 consecutive calendar days from the start date.
- C. All work must be coordinated with the assigned UCPS Project Coordinator to ensure activities are not disrupted.

**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 \$200.00 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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PARKWOOD HIGH SCHOOL, FIRE HYDRANTS  
4-9734464**

- 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 \$222,880 (includes \$5,000 allowance) and is subject to additions and deductions by approved Change Orders.
- B. Allowance. The allowance funds will be authorized by way of a letter issued by the Owner (or Owner's Representative) specifying the purpose for the authorization and the amount to be deducted for this work. The Contractor is to provide backup documentation for the allowance authorization. At the closeout of project, all unused funds will be credited to the Owner via a deduct Change Order.
- C. 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.
- D. 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 and the Certificate of Accuracy (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. Tony Wentz is designated as the Project Coordinator for UCBOE. Telephone 704.296.3160 extension 6760.
- B. Justin Collins is designated as the Contractor's Project Coordinator for State Utility Contractors, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract. Telephone 704.200-5597.
- C. Penny Helms, CLGPO is designated as the Purchasing and Contract Coordinator for UCBOE. Telephone 704.296.3160 extension 6759.
- D. Ben Lanzillotta, P.E, is designated as the Project Engineer, for Eagle Engineering, Inc. Telephone. 704.315.5735.

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  
PARKWOOD HIGH SCHOOL, FIRE HYDRANTS  
4-9734464**

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.

**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  
PARKWOOD HIGH SCHOOL, FIRE HYDRANTS  
4-9734464

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

STATE UTILITY CONTRACTORS, INC.

By: *Bill F. Norwood*  
**BILL F. NORWOOD**  
Title: President Date: 6-6-14  
56-1444827  
Contractor's Federal Identification # or Social Security Number  
[if Contract is with Organization] [if Contract is with individual]

*Richard A. [Signature]* 6.3.14  
UCBOE Chairman Date

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

*Terrie Outer* 5/27/14  
Division of Insurance Date  
& Risk Management

*Daniel R. [Signature]* 5/28/14  
Finance Officer Date

*[Signature]* 6/12/14  
UCPS General Counsel Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PARKWOOD HIGH SCHOOL, FIRE HYDRANTS  
4-9734464**

**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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
PARKWOOD HIGH SCHOOL, FIRE HYDRANTS  
4-9734464**

6. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE.
7. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
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.



**UNION COUNTY BOARD OF EDUCATION CONTRACT**  
**PARKWOOD HIGH SCHOOL, FIRE HYDRANTS**  
**4-9734464**

16. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.
17. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest 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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT**  
**PARKWOOD HIGH SCHOOL, FIRE HYDRANTS**  
**4-9734464**

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 confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
25. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
26. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

## ATTACHMENT B

## UNION COUNTY PUBLIC SCHOOLS TAX FORM INSTRUCTIONS

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

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

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

# STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

Contractor: \_\_\_\_\_ Sheet #: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ For Sales Taxes Paid from \_\_\_\_\_ to \_\_\_\_\_  
 Payment Application #: \_\_\_\_\_

Invoice Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Name	NC Tax 5.75%	County Tax (2%)	Meck. County Add Tax (1.2%)	Total Taxes
1)									
2)									
3)									
4)									
5)									
6)									
7)									
8)									
9)									
10)									
11)									
12)									
13)									
14)									
15)									
16)									
17)									
18)									
19)									
20)									
21)									
22)									
23)									
24)									
25)									
<b>Total:</b>									

We certify that the above listing includes all materials purchased by us and incorporated into the above referenced project for the period stated, became a permanent part of the project, and that the sales tax shown has been paid. The above represents a complete listing of these sales taxes paid for the pay application number.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 Title: \_\_\_\_\_

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.”

**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Project Name and Number: \_\_\_\_\_

Pay Application/Invoice#: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME (INCLUDE COUNTY, STATE)	*INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: \_\_\_\_\_

Approved/Certified By: \_\_\_\_\_

Name

Title

Signature

**SUBMIT WITH EACH PAY REQUEST AND FINAL PAYMENT**

## ATTACHMENT C



# Union County Public School Certification Form

**PROJECT: PARKWOOD HIGH SCHOOL-FIRE HYDRANTS, 4-9734464**

DESCRIPTION	REQUIRED	N/A	COMMENTS
CERTIFICATION OF OCCUPANCY AND COMPLIANCE/INSPECTIONS	X		
CERTIFICATE OF FIRE INSPECTION REPORTS	X		
CERTIFICATION OF FINAL CLEAN UP	X		
CERTIFICATION OF OWNER INSTRUCTION OF EQUIPMENT AND SYSTEMS		X	
CERTIFICATION OF COMPLETION OF PUNCH LIST ITEMS AND COPY OF PUNCH LIST	X		
CERTIFICATION OF NON-USE OF LEAD PAINT PRODUCTS	X		
CERTIFICATION OF NON-USE OF ASBESTOS CONTAINING PRODUCTS	X		
CERTIFICATION THAT REQUIRED TOOLS, SPARE PARTS, ATTIC STOCK, WERE DELIVERED TO OWNER		X	
WARRANTY ON ALL PRODUCTS AND LABOR	X		
OPERATIONS AND MAINTENANCE BOOKS		X	

ADDITIONAL COMMENTS

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\_\_\_\_\_  
Signature

*(Acknowledging all requirements have been met)*

\_\_\_\_\_  
Date

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

# ***Certificate of Accuracy***

**Parkwood High School-Fire Hydrants  
Union County, North Carolina**

---

Date: \_\_\_\_\_

Project Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that to the best of my knowledge and actions the Record Drawings for the above-indicated project are complete and accurate.

Company: \_\_\_\_\_  
(Firm or Corporation making certification)

Represented By: \_\_\_\_\_  
(Person authorized to sign)

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**Attest:**

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

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

# UCPPS

UNION COUNTY PUBLIC SCHOOLS

Growing Possibilities...

PROJECT: Parkwood High School-Fire Hydrants  
REFERENCE NUMBER: 4-9734464  
BID OPENING: 3:00 pm, May 20, 2014

	COMPANY	TOTAL EXTENDED COST (INCLUDES \$5,000 ALLOWANCE)	COMPLETION (CONSECUTIVE CALENDAR DAYS)
1	STATE UTILITIES CONTRACTORS, INC.	\$236,880.00	60
2	WINGATE EXCAVATING, INC.	\$218,130.00	N/A
3			
4			

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/23/2014

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> Commercial Lines – 800-868-8834 Wells Fargo Insurance Services USA, Inc. 6100 Fairview Road Charlotte, NC 28210	<b>CONTACT NAME:</b> Erika Henderson <b>PHONE (A/C No. Ext):</b> 704-556-2588 <b>E-MAIL ADDRESS:</b> erika.henderson@wellsfargo.com	<b>FAX (A/C No):</b> 866-332-3051
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> State Utility Contractors, Inc. P.O. Box 5019 Monroe NC 28111	<b>INSURER A:</b> Amerisure Insurance Company	<b>NAIC #</b> 19488
	<b>INSURER B:</b> Amerisure Mutual Insurance Co.	<b>NAIC #</b> 23396
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 7758960      **REVISION NUMBER:** See below

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 INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual, XCU <input checked="" type="checkbox"/> Indp Ctrs GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CPP2060877	04/01/14	04/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA2060867	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU2060878	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC2060879	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Parkwood High School Fire Hydrants

Union County Public Schools is listed as additional insured with respects to General Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Union County Public Schools 201 Venus Street Monroe, NC 28112	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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