

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

9669

DEPARTMENT

Party/Vendor Name: Brack Electric, Inc.

Party/Vendor Contact Person: Keith Brack Contact Phone: 704-400-7764

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

Address 6430 Oak Hill Road City: Mint Hill State: NC Zip: 28227

Department: Facilities Department Amount: \$196,671.00

Purpose: Access Control System-Multiple School Locations (See attachment B)

Budget Code(s) (put comma between multiple codes): 4.9012.712.529. SCH. 114

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: 05/19/2014

Assistant Director [Signature] Date: 5.19.14

Director of Facilities [Signature] Date: 5.19.14

Division Assistant Superintendent Signature [Signature] Date: 5-20-14

CENTRAL PURCHASING

Type of Contract: Award Bid Sole Source Piggyback Emergency Amendment As To Form Other: 5

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: Brandt Fitzgerald Date: 5/20/14

RISK MANAGEMENT

Date Received

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 Terrie Oater Date: 5/20/14

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. \$ 196,671

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 Daniel R. [Signature] Date: 5/28/14

ATTORNEY

Date Received

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: 5/21/14

UCPS SUPERINTENDENT

Date Received

This document has been reviewed and approved by the UCPS Superintendent.

Yes No

Superintendent's Signature May Beechin Date: 6-3-14

BOARD OF EDUCATION

Agenda Date: 6-3-14

Date Received

6-2-14

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

BRACK ELECTRIC, INC.

6430 Oak Hill Road
Mint Hill, NC 28227-3585
Tel (704) 400-7764
Fax (704) 573-3708

Keith D. Brack
President
keithbrack@bellsouth.net

May 15, 2014

Union County Public Schools
Attn: Penny Helms
201 Venus Street
Monroe, NC 28112

Re: BID No. 4-9700051

Dear Ms. Helms:

Brack Electric, Inc. (Brack) is the apparent low bidder for BID no. 4-9700051 which, upon opening bids, was over budget. After negotiating with Union County Public Schools, Brack agrees to reduce the original base bid price of \$221,418 by the amount of \$24,747 for a new total base bid price of \$196,671.

Thank you for your consideration.

Sincerely,



Keith D. Brack

KDB/ngb



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2014

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).

PRODUCER O'Connor Insurance Associates, Inc. dba ISU O'Connor Insurance Associates 1973-203 J.N. Pease Place Charlotte, NC 28262	CONTACT NAME: PHONE (A/C, No, Ext): (704) 510-8884	FAX (A/C, No): (704) 510-8850
	E-MAIL ADDRESS:	
INSURED Brack Electric, Inc & Brack Fire & Security LLC 6430 Oak Hill Rd Charlotte, NC 28227	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Scottsdale Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		CPS1841755	09/24/2013	09/24/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						ERRORS AND OMMI	\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	UMBRELLA LIAB							\$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$						WC STATUTORY LIMITS	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CG 2033 Blanket Additional insured applies only per signed written contract requesting status

CERTIFICATE HOLDER 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 <i>Michelle O'Connor</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF INSURANCE

DATE ISSUED (MM/DD/YY)
4/21/14

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY MARK MCDUFFIE INS AGENCY INC 6230 FAIRVIEW RD STE 102 CHARLOTTE, NC 28210-3253 (704)364-9227	AGENT'S NO. JJ2146	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-In-Fact (In NY) Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
NAME AND ADDRESS OF NAMED INSURED Brack Electric Inc 6430 Oak Hill Rd Charlotte, NC 28227-3585		(This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.)

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that this Certificate is being issued.

CO. Aff'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED EXP (Any One Person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
E <input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q08 2130344	8/21/13	8/21/14	BODILY INJURY (EACH PERSON) \$ 1,000,000 BODILY INJURY (EACH ACCIDENT) \$ 1,000,000 PROPERTY DAMAGE \$ 1,000,000 BODILY INJURY AND PROPERTY DAMAGE COMBINED \$
<input type="checkbox"/>	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
E	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q86 0600398	2/6/14	2/6/15	STATUTORY BODILY INJURY BY ACCIDENT \$ 500,000 EACH ACCIDENT DISEASE \$ 500,000 POLICY LIMIT DISEASE \$ 500,000 EACH EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Electrical Contractor

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.

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).

NAME AND ADDRESS OF CERTIFICATE HOLDER Union County Public Schools Purchasing And Contract Coord 201 Venus Street Monroe, NC 28112	AUTHORIZED REPRESENTATIVE
---	--------------------------------------

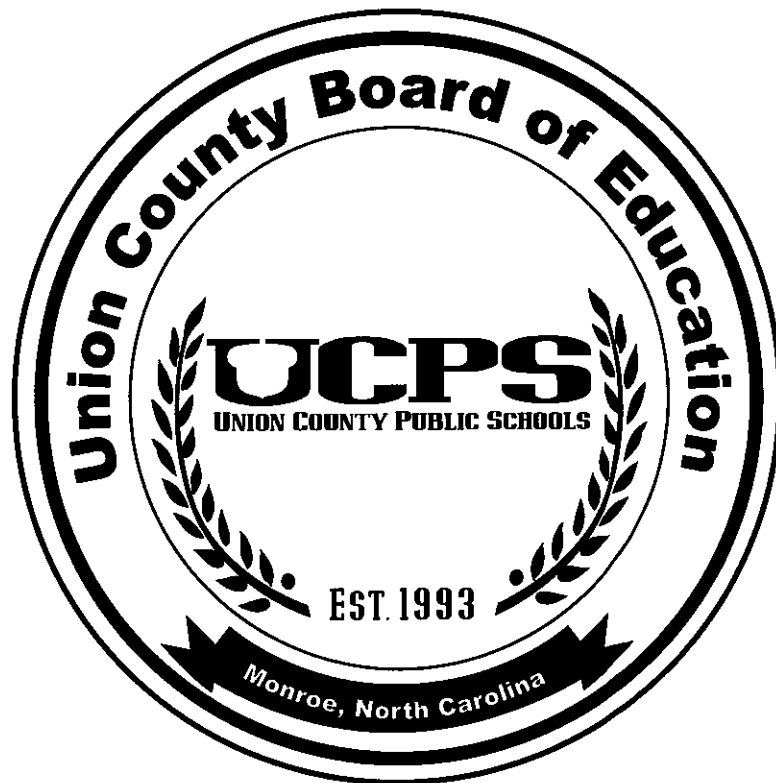
DESCRIPTION OF JOBS/SPECIAL ENDORSEMENTS/WORDING:

Please send certificate of insurance listing Union County Public Schools as an additional insured on the commercial auto policy.

COMPLETE NAME AND ADDRESS OF CERTIFICATE HOLDER OR ADDITIONAL INSURED:

Union County Public Schools
Purchasing and Contract Coordinator
201 Venus Street
Monroe, NC 28112

UNION COUNTY PUBLIC SCHOOLS



**Access Control Systems
(Multiple School Locations)**

4-9700051

Brack Electric, Inc.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051**

This Contract for Access Control Systems (Multiple School Locations) (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 Brack Electric, Inc. located at 6430 Oak Hill Road, Charlotte, NC 28227; hereby, known as Brack Electric, 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 (Electrified Panic Devices). Refer to Attachment B for the listing of schools.

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 January 23, 2015.
- B. 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
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051**

- 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 \$196,671 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 D). 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. JR Austin is designated as the Project Coordinator for UCBOE. Telephone 704.296.3160 extension 6789.
- B. Keith Brack is designated as the Contractor's Project Coordinator for Brack Electric, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract. Telephone 704.400.7764.
- 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:

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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051**

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
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051**

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

Brack Electric, Inc.

By: *Bob Brack*

Title: *President* *6/10/2014*
Date

561888225 or Social Security Number
Contractor's Federal Identification # [if Contract is with Organization] [if Contract is with individual]

Rebecca [Signature] *6.3.14*
UCBOE Chairman Date

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

Jenni Outea *5/20/14*
Division of Insurance & Risk Management Date

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

As to Form
[Signature] *5/27/14*
UCPS General Counsel Date

UNION COUNTY BOARD OF EDUCATION CONTRACT
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051

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
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051**

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
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051**

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
ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS)
4-9700051**

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

ANTIOCH ELEMENTARY SCHOOL

3101 Antioch Church Road
Matthews, NC 28104

BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS

1200 Concord Avenue
Monroe, NC 28110

KENSINGTON ELEMENTARY SCHOOL

8701 Kensington Drive
Waxhaw, NC 28173

MARVIN ELEMENTARY SCHOOL

9700 Marvin School Road
Marvin, NC 28173

NEW TOWN ELEMENTARY SCHOOL

1100 Waxhaw Indian Trial Road
Waxhaw, NC 28173

PROSPECT ELEMENTARY SCHOOL

3005 Ruben Road
Monroe, NC 28112

REA VIEW ELEMENTARY

320 Reid Dairy Road
Waxhaw, NC 28173

ROCKY RIVER ELEMENTARY

500 N Rocky River Road
Monroe, NC 28110

SANDY RIDGE ELEMENTARY

10101 Waxhaw Manor Drive
Waxhaw, NC 28173

SOUTH PROVIDENCE SCHOOL

500 S Providence Street
Waxhaw, NC 28173

WAXHAW ELEMENTARY SCHOOL

1101 Old Providence Road
Waxhaw, NC 28173

WINGATE ELEMENTARY SCHOOL

301 Bivens Street
Wingate, NC 28174

ATTACHMENT C

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.”

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)									
Total:									

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 _____
 By: _____
 Title: _____

Notary Public: _____
 My Commission Expires: _____

ATTACHMENT D

Union County Public School Certification Form

PROJECT: ACCESS CONTROL SYSTEM (MULTIPLE SCHOOL LOCATIONS) 4-9700051

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

Signature
(Acknowledging all requirements have been met)

Date

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

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

PRIME CONTRACTOR: _____

ADDRESS & PHONE: _____

PROJECT AND ID#: _____

PAY APPLICATION#: _____ PERIOD: _____

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

MBE FIRM NAME	*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)

Approved/Certified By: _____
Name

Title

Signature

Date

