

**UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET**

Routing Order: (1) Department, (2) Finance, (3) Attorney, (4) Information Systems, (5) Risk Management, (6) BOE, (7) Superintendent

**DEPARTMENT**

Party/Vendor Name: Southend Painting Contractors, Inc.  
 Party/Vendor Contact Person: Todd Cahill, Contact Phone: 704-400-4200  
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):  
 Address 1800 Camden Road, Suite 107 #217 City: Charlotte State: NC Zip: 28203  
 Department: Facilities Department Amount: \$285,542.00  
 Purpose: Weddington High School-Interior and Exterior Painting  
 Budget Code(s) (put comma between multiple codes): 2.6580.851.529.377  
 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 \_\_\_\_\_ Date: 4/24/14  
 Assistant Director \_\_\_\_\_ Date: 4.24.14  
 Director of Facilities \_\_\_\_\_ Date: 4/24/14  
 Division Assistant Superintendent Signature \_\_\_\_\_ Date: 4-28-14

**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: Brandon Fitzgerald Date: 4/25/14

**RISK MANAGEMENT**

Date Received 4/26/14

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 Lyrie Oute Date: 4/29/14

**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. \$ 285,542.00  
 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 Daniel R. Kay Date: 4/29/14

**ATTORNEY**

Date Received 5/11/14

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: \_\_\_\_\_ Date: 5/11/14

**UCPS SUPERINTENDENT**

Date Received May 6, 2014

This document has been reviewed and approved by the UCPS Superintendent. Yes  No   
 Superintendent's Signature \_\_\_\_\_ Date: 5-6-14

**BOARD OF EDUCATION**

Agenda Date: 5-6-14 Date Received 5-6-14

Yes  No  N/A  Approved by Board of Education at meeting of 5.6.14  
 Board Of Education Chairman Signature Richard Herd Date: 5.6.14



SOUTPAI-01

NSMITH

# 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).

<b>PRODUCER</b> Hub International Southeast 1001 Morehead Square Drive Suite 400 Charlotte, NC 28203-0013	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): 1 (704) 375-8000 166      FAX (A/C No.): 1 (704) 334-6526 E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Builders Mutual Insurance Company</td> <td>10844</td> </tr> <tr> <td>INSURER B: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Builders Mutual Insurance Company	10844	INSURER B: Everest Indemnity Insurance Company	10851	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Builders Mutual Insurance Company	10844													
INSURER B: Everest Indemnity Insurance Company	10851													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b>  SouthEnd Painting Contractors 1800 Camden Rd Ste 107 #217 Charlotte, NC 28203														

**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	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CPP0040514	5/6/2013	5/6/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PCA000946200	5/6/2013	5/6/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB0014098	5/6/2013	5/6/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCP1002259	5/6/2013	5/6/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater		CPP0040514	5/6/2013	5/6/2014	Leased/Rented 50,000
B	Pollution Liability		EF4ML02274-121	5/6/2013	5/6/2014	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Union County Public Schools is additional insured under the General Liability as required by written contract, signed by an authorized representative of the named insured.

<b>CERTIFICATE HOLDER</b>  Union County Public Schools 201 Venus 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.  AUTHORIZED REPRESENTATIVE 
--	--

# **UNION COUNTY PUBLIC SCHOOLS**



**Weddington High School  
Interior and Exterior Painting**

**4-9737739**

**Southend Painting Contractors, Inc.**

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
WEDDINGTON HIGH SCHOOL  
INTERIOR AND EXTERIOR PAINTING  
4-9737739**

This Contract for Interior and Exterior Painting of Weddington High School (this "Contract") is made and entered into the 6th day of May 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 Southend Painting Contractors, Inc. located at 1800 Camden Road, Suite 107, #217, Charlotte, North Carolina, 28203; hereby, known as Southend Painting 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, etc. as necessary to complete the Scope of Work identified in the bid documents.

Additional provisions are as follows:

- A.** Contractor shall perform work using the oil based paint specified within the bid documents.
- B.** Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
- C.** Contractor shall be responsible for all materials stored on site.
- D.** Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
- E.** Contractor and all subcontractors shall be properly licensed in the state of North Carolina for work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
- F.** All representatives of Contractor shall dress appropriately for school environment and perform work in a professional manner. Failure to comply with this requirement could result in the representative being forced to leave the Owner's property. The determination of compliance will be the sole discretion of Union County Public Schools.
- G.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on UCPS property.
- H.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
- I.** The cleanup of paint, brushes, etc. must be performed off UCPS Property.
- J.** Contractor shall safeguard the project area at all times.
- K.** 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 June 16, 2014; whichever is the latter and must be finally complete by July 22, 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  
WEDDINGTON HIGH SCHOOL  
INTERIOR AND EXTERIOR PAINTING  
4-9737739**

**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.
- 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 \$285,542.00 and is subject to additions and deductions by approved Change Orders.
- B. Allowance.** The contract amount includes \$1,000 allowance funds to be used at UCPS discretion. An Allowance Allocation Form must be fully executed by both parties prior to using the allowance funds. Any unused Allowance Funds will be returned to UCPS as 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 (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.** Sarah Stafford is designated as the Project Coordinator for UCBOE. Telephone 704.296.3160 extension 6778.
- B.** Todd Cahill is designated as the Contractor's Project Coordinator for Southend Painting Contractors, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract. Telephone 704.400.4200.
- 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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
WEDDINGTON HIGH SCHOOL  
INTERIOR AND EXTERIOR PAINTING  
4-9737739**

The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina:

Automobile

The Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. If the Contractor is an individual, the policy limits of such insurance shall not be less than a combined single limit of \$100,000 each person/\$300,000 each accident – bodily injury/\$50,000 each accident – property damage.

Commercial General Liability

The Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for contractual liability. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. If the Contractor is an individual, the policy limits of such insurance shall not be less than \$300,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance

If applicable to the Contractor, the Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

Fidelity Bond

The Contractor shall provide a Fidelity Bond in the minimum amount of \$10,000 per employee.

**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  
WEDDINGTON HIGH SCHOOL.  
INTERIOR AND EXTERIOR PAINTING  
4-9737739

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

Southend Painting Contractors, Inc.

By: Todd Cahill / Todd Cahill

Title: President Date: 5/13/14

75-3003914

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

or Social Security Number  
[if Contract is with individual]

Richard [Signature] 5.6.14  
UCBOE Chairman Date

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

[Signature] 4/29/14  
Division of Insurance & Risk Management Date

Daniel R. [Signature] 4/29/14  
Finance Officer Date

[Signature] 5/16/14  
UCPS General Counsel Date

UNION COUNTY BOARD OF EDUCATION CONTRACT  
WEDDINGTON HIGH SCHOOL  
INTERIOR AND EXTERIOR PAINTING  
4-9737739

**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  
WEDDINGTON HIGH SCHOOL  
INTERIOR AND EXTERIOR PAINTING  
4-9737739

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  
WEDDINGTON HIGH SCHOOL  
INTERIOR AND EXTERIOR PAINTING  
4-9737739**

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**



Growing Possibilities...

PROJECT: WEDDINGTON HIGH SCHOOL-INTERIOR AND EXTERIOR PAINTING  
 REFERENCE NUMBER: 4-9737739  
 BID OPENING: 10:00 AM, APRIL 24, 2014

BID TABULATION

COMPANY	AREA 1			AREA 2			AREA 3			TOTAL					
	TOTAL	CCD	DISCOUNT	TOTAL	CCD	DISCOUNT	TOTAL	CCD	DISCOUNT	TOTAL	CCD	DISCOUNT			
1 ARMEN CONSTRUCTION, LLC	\$ 161,250.00	.51	\$ -	\$ 80,000.00	40	\$ 58,500.00	25	\$ -	\$ 151,000.00	51	\$ 75,000.00	40	\$ 56,000.00	25	\$ -
2 GREENERGY HOME CONSULTANTS	\$ 180,000.00	.25	\$ 10,500.00	\$ 185,000.00	30	\$ 160,000.00	20	\$ -	\$ 154,800.00	25	\$ 159,500.00	30	\$ 138,000.00	20	\$ 9,000.00
3 SOUTHBEND PAINTING CONTRACTORS, INC.	\$ 132,183.00	.15	\$ -	\$ 104,483.00	12	\$ 48,896.00	5	\$ -	\$ 129,722.00	15	\$ 102,517.00	12	\$ 47,986.00	5	\$ -