

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: Godfrey Construction Company, Inc.

Party/Vendor Contact Person: Hoss Hinson Contact Phone: 704-233-0488

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

Address PO Box 968 City: Monroe State: NC Zip: 28111

Department: Child Nutrition Amount: \$478,200.00

Purpose: Benton Heights Elementary School of the Arts-Kitchen Renovation

5,720,000.00 461,304.80,000.00

Budget Code(s) (put comma between multiple codes): 4.9018.810.522.304 \$138,055.34

4.9018.759.522.304 \$260,144.66

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

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

Project Manager [Signature] Date: 8/27/2012

Assistant Director [Signature] Date: 8/26/2012

Director of Facilities [Signature] Date: 8-28-2012

Division Assistant Superintendent Signature [Signature] Date: 8-28-2012

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: Brandt Fitzgerald Date: 8/28/2012

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: need updated COI received 9/5/12

Risk Manager's Signature [Signature] Date: 9/5/12

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. \$ 478,200.00

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: 9/17/12

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

NO PPL on K FORM

Attorney's Signature [Signature] Date: 9/17/12

UCPS SUPERINTENDENT

Date Received

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

Yes  No

Superintendent's Signature [Signature] Date: 9-23-12

BOARD OF EDUCATION

Agenda Date: 9-4-12

Date Received

Yes  No  N/A Approved by Board of Education at meeting of 9-4-12

Board Of Education Chairman Signature [Signature] Date: 9-26-12

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

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

AGREEMENT made as of the fourth day of September in the year Two thousand twelve  
(In words, indicate day, month and year.)

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

Union County Board of Education  
400 N. Church Street  
Monroe, NC 28110

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

Godfrey Construction Co. Inc.  
PO Box 968  
Monroe, NC 28111

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

Benton Heights Elementary School Renovation and Additions  
1200 Monroe Road  
Monroe, NC

The Project consists of a cafeteria renovation and additions for Benton Heights Elementary School of the Arts. The renovation will involve selective demolition of the existing kitchen and serving area, new wall reconfigurations, new finishes, new acoustical ceilings, new kitchen equipment including new walk in cooler and freezer units as well as related plumbing, mechanical, and electrical work. Additions include a new enclosed exterior entrance.

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

Isaacs + Associates Architects, Inc.  
PO Box 1285  
21228 Catawba Avenue  
Cornelius, NC 28031

The Owner and Contractor agree as follows.

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

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

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

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

**The date of commencement of the work is based on the date of a Purchase Order to be issued on or about September 6, 2012**

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

**Not applicable**

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

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

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

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<b>Portion of Work</b>	<b>Substantial Completion Date</b>
<u>Phase I (Serving Area and Cafeteria)</u>	<u>January 7, 2013 (substantially complete and operational)</u>
<u>Phase II (All work not in Phase I)</u>	<u>April 5, 2013 (Note: staff must have time to restock the kitchen upon SC; full operation must begin on April 15, 2013.)</u>
<b>Final Completion</b>	<b>On or before May 17, 2013</b>
<b>Project Closeout</b>	<b>Sixty (60) days after substantial completion</b>

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

In the event of delayed performance the following amounts will be charged against the contractor as consequential damages not as a penalty:

\$1000.00 (one thousand dollars) per calendar day for failing to meet the Substantial Completion date identified for each phase of the work, calculated until substantial completion is actually achieved.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four hundred seventy eight thousand, two hundred dollars (\$ 478,200.00 ), subject to additions and deductions as provided in the Contract Documents.

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

Alternate No. 1: Material and labor as required to construct Vestibule B-106 as indicated on drawings, including structural, mechanical, electrical and related site work

Alternate No. 2: Remove existing VCT and resilient base in the Cafeteria not indicated to be removed as part of base bid and install new VCT and resilient base as indicated on drawings.

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

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>None</u>		

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

Item	Price
<u>#1 Unforeseen Conditions</u>	<u>\$25,000.00</u>

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

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

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

Application for payment shall be made on AIA Document G702 Application and Certificate for Payment and on AIA Document G703 Continuation Sheet. Not later than the 20th of each calendar month the Owner will make partial payment to the Contractor on the basis of the Application for Payment (certified by the Contractor, his authorized representative and approved by the Architect) for the Work performed during the preceding month ending on the 25th calendar day. The Contractor shall submit his application for payment to the Architect so that he will receive it before the first day of the month in which payment is to be made.

To ensure proper performance of the Contract, the Owner will retain five percent (5%) of the amount of each approved Pay Application until the project work is 50% complete provided that the Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the Architect. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage in the amount of 5% for each subsequent periodic Pay Application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following 50% completion of the project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed 5%, in order to allow the Owner to retain

2 ½% total retainage through the completion of the project. Within sixty (60) days after the submission of a final pay request, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner if (1) the Owner receives a Certificate of Substantial Completion from the architect, engineer, or designer in charge of the project; and (2) the owner receives Beneficial Occupancy or use of the project. However, the owner may retain sufficient funds to secure completion of the project, corrections on any work and project close-out as defined in Section 01700 of the project manual. If the owner retains funds, the amount retained shall not exceed two and one-half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the Owner from the Contractor pursuant to statute. Nothing shall prevent the Owner from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Note: To facilitate timely payment, the Contractor is required by the 26<sup>th</sup> (the day after the end of the pay period) to e-mail a copy of the Pay Request he is in the process of submitting for payment to David D. Pope, AIA at [david.pope@ucps.k12.nc.us](mailto:david.pope@ucps.k12.nc.us) and to the Architect, Mary S. Isaacs, AIA at [misaacs@iaarch.com](mailto:misaacs@iaarch.com).

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)~~

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

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as a basis for reviewing the Contractor's Applications for Payment. **In addition, the Schedule of Values shall be submitted to the Architect at the earliest possible date, but no later than fourteen (14) days before the date scheduled for submittal of the initial Application for Payment.**

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

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

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

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

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

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

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

**Please refer to Article 5, Section 5.1.2.**

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

## § 5.2 FINAL PAYMENT

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

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

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

**Final Payment to be made according to requirements stated in the Project Manual**

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows: (Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other (Specify)

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

- a. Mediation: pursuant to Constructions Rules of the American Arbitration Association.
- b. Arbitration: pursuant to the Arbitration Rules of the American Arbitration Association.
- c. The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if no arbitration had ever occurred."

**ARTICLE 7 TERMINATION OR SUSPENSION**

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

| Legal Rate prevailing as stated above %

**§ 8.3** The Owner's representative:

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User Notes: (1852656427)

(Name, address and other information)

Mr. David D. Pope, AIA, Facilities Project Manager  
Facilities Department  
Union County Public Schools  
201 Venus Street  
Monroe, NC 28110

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

Mr. Hoss Hinson  
Godfrey Construction Company, Inc. P.O. Box 968 Monroe, NC 28111

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party. Change in the Contractor's representative shall be contingent upon written approval by both the Owner and the Architect.

Contractor's Superintendent shall not be changed during the contract time without written approval of the Owner and Architect unless the superintendent ceases to be employed by the Contractor and companies affiliated with the Contractor

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>SGC</u>	<u>Supplementary General Conditions</u>	<u>August 3, 2012</u>	<u>17</u>

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

Title of Specifications exhibit: The specifications are those contained in the Project Manual dated August 3, 2012 and on the drawings with date of August 3, 2012.

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

Title of Drawings exhibit: All drawings dated August 3, 2010 and as amended by addenda

init.



Number	Title	Date
--------	-------	------

Number

T1 Title Sheet

A1.1 Demolition Plan & Notes

A1.2 Demolition Ceiling Plan & Elevations

A2.1 Overall/Phasing Plan

A2.2 Phase I: Plans & Notes

A2.3 Phase II: Plans & Notes

A2.4 Alternate No. 1: Plans & Notes

A3.1 Elevations & Sections

A3.2 Sections & Details

A4 Partition Types & Finish Schedule

A5 Door & Frame Schedule & Details

A6.1 Specifications

A6.2 Specifications

A6.3 Specifications

FS-1.0 Food Service Equipment Plan Phase I

FS-1.0 Food Service Electrical Plan Phase I

FS-1.0 Food Service Plumbing Plan Phase I

FS-2.0 Food Service Equipment Plan Phase II

FS-2.1 Food Service Equipment Schedules Phase II

FS-2.2 Food Service Electrical Plan Phase II

FS-2.3 Food Service Plumbing Plan Phase II

FS-3.0 Food Service Details and Elevations

FS-3.1 Food Service Details and Elevations

FS-4.0 Food Service Demolition Plan

S1-1 Foundation/Slab Plan and General Notes

S1-2 Roof Framing Plan

S2-1 Typ. Sections and Details

S2-2 Sections and Details

S2-3 Sections and Details

S2-4 Sections and Details

S3-1 Special Inspection Requirements

P1 Legend and Notes – Plumbing

P2 Details – Plumbing

P3 Floor Plan – Plumbing

M1 Legend, Notes and Details – Mechanical

M3 Floor Plan – Mechanical

E1 Notes, Symbols & Specifications

E2 Specifications – Electrical

E3 Floor Plan – Power

E4 Floor Plan – Lighting

E5 Partial Floor Plan – Kitchen Power

E6 Riser Diagram and Electrical Panels

E7 COMCHECK - Electrical

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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>Addendum No. 01</u>	<u>August 13, 2012</u>	<u>5 + referenced attachments</u>
<u>Addendum No. 02</u>	<u>August 15, 2012</u>	<u>2 + referenced attachments</u>
<u>Addendum No. 03</u>	<u>August 16, 2012</u>	<u>1 + referenced attachments</u>
<u>Addendum No. 04</u>	<u>August 17, 2012</u>	<u>1</u>

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

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

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

Documents executed by the parties hereafter and included or referenced in the Project Manual shall be made a part of the contract:

Exhibit A: Form of Proposal – Godfrey Construction Company dated August 20, 2012 attached and referenced herein.

Exhibit B: Union County Public Schools/Union county Agency lease Agreement for Sales Tax Reimbursement attached and referenced herein.

Exhibit C: Bid Bond

Exhibit D: Performance Bond

Exhibit E: Certificates of Insurance

Exhibit F: Completed MBE Affidavit Form

**ARTICLE 10 INSURANCE AND BONDS**

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

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

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
<u>Performance and Payment Bond</u>	<u>100% of the contract amount</u>
<u>Workers’ Compensation</u>	<u>As required by law, as well as employer’s liability coverages with minimum limits as determined by State of North Carolina Statutes.</u>
<u>Public Liability and Property Damage*</u>	<u>\$500,000 per occurrence</u>

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User Notes:

(1852656427)

<u>Bodily Injury</u>	<u>\$500,000 per occurrence</u>
<u>Property Damage</u>	<u>\$1 million</u>
<u>Aggregate</u>	

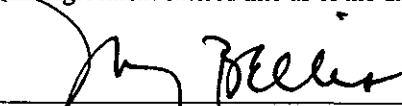

\*Completed Operations and products to be covered for a period of two years after contract completion.

<b><u>Automobile Liability – Bodily Injury</u></b>	<u>\$500,000 per occurrence</u>
<u>Owner Automobiles and Trucks</u>	<u>\$500,000 per occurrence</u>
<u>Hired Automobiles and Trucks</u>	<u>\$500,000 per occurrence</u>
<u>Non-owned Automobiles and Trucks</u>	

<b><u>Automobile Liability – Property Damage</u></b>	<u>\$500,000 per occurrence</u>
<u>Owner Automobiles and Trucks</u>	<u>\$500,000 per occurrence</u>
<u>Hired Automobiles and Trucks</u>	<u>\$500,000 per occurrence</u>
<u>Non-owned Automobiles and Trucks</u>	

<b><u>Umbrella Coverage</u></b>	<u>\$1 million</u>
<b><u>Builder's Risk</u></b>	<u>100% of the value of the work completed</u>

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

	
OWNER (Signature)	CONTRACTOR (Signature)
Mary Ellis, Superintendent, (Printed name and title) UCPS	Hass/Hanson VP (Printed name and title)

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

  
FINANCE OFFICER

DATE 9/17/12

init.

**FORM OF PROPOSAL**

**Benton Heights Elementary School Renovation & Additions**

By submitting this proposal, the bidder certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The bidder has visited the site and is aware of prevailing conditions associated with performing these services.
- The bidder can and will provide the specified performance bond or alternate performance guarantee
- The bidder has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days from the date of the opening, to furnish the subject services for a cost not to exceed

**Base Bid**

Four Hundred Eleven Thousand Six Hundred Dollars (\$ 411,600) (TOTAL)

**ALLOWANCES** (to be included in the Contract Sum):

Allowance No. 1 – Unforeseen Allowance \$25,000.00

**BASE BID PRIME SUBCONTRACTOR LIST** (to be complete with single prime bid.)

Plumbing Subcontractor: H & E Plumbing

Mechanical (HVAC) Subcontractor: Vision Mechanical

Electrical Subcontractor: Purser Electric

Food Service Equipment Subcontractor: CE Holt

**ALTERNATES**

**Alternate 1-1** (Provide material and labor as required to construct vestibule B-106 as indicated on drawings, including structural, mechanical, electrical and related site work)

(add to/deduct from base bid) Fifty Seven Thousand Six Hundred Dollars (\$ 57,600) (TOTAL)

Add Twenty One Days



Alternate 1-2 (Remove existing VCT and resilient base in cafeteria, not indicated to be removed as part of base bid, and install new VCT and resilient base as indicated on drawings.)

(add to/~~deduct~~ from base bid) One Thousand Dollars (\$ 9,000)  
(TOTAL)

If the Sub-contractor for an Alternate Bid is different from a sub-contractor indicated for the base bid, the bidder shall include name of the sub-contractor and the alternate affected in the space provided below.

Sub-contractor name NA Alternate # \_\_\_\_\_

Sub-contractor name NA Alternate # \_\_\_\_\_

The General Contractor shall act as the project expediter, See Supplementary General conditions.

**Addendum Received and Used in Computing Bid**

Addendum #1 NA 8-13-12

Addendum #3 NA 8-16-12

Addendum #2 NA 8-15-12

Addendum #4 NA 8-17-12

BIDDER: Godfrey Construction Company, Inc. LICENSE # 28326

ADDRESS: PO Box 968

CITY, STATE, ZIP: Monroe, NC 28111

TELEPHONE NUMBER: 704-233-0488 FAX: 888-593-2036 EMAIL: hoss@godfreyconstructioncompany.com

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 56-1637849

Principal Place of Business if different from above:

4524 Hwy. 74 East, Wingate, NC 28174

BY: [Signature] TITLE: Vice President DATE: 8/20/12  
(Signature)

Hoss Hinson  
(Typed or printed name)



## Union County Public Schools/Union County Agency Lease Agreement for Sales Tax Reimbursement

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

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

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

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

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

Union County Public Schools tax form instructions and State & County Sales/use tax Statement & Certification are included in the Specifications.

**End of Union County Public Schools/Union County Agency Lease Agreement for Sales Tax Reimbursement**

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Mary S. Isaacs, President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:56:41 on 08/27/2012 under Order No. 0388506108\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## ***General Conditions of the Contract for Construction***

**for the following PROJECT:**

*(Name and location or address)*

Benton Heights Elementary School Renovation and Additions  
1200 Concord Road  
Monroe, NC

**THE OWNER:**

*(Name, legal status and address)*

Union County Board of Education  
400 N. Church Street  
Monroe, NC 28112

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

**THE ARCHITECT:**

*(Name, legal status and address)*

Isaacs + Associates Architects, Inc.  
PO Box 1285  
21228 Catawba Avenue  
Cornelius, NC 28031

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