

DEPARTMENT

565

14-15

Party/Vendor Name: Encompass Building Group, Inc.
 Party/Vendor Contact Person: Jon Jacek Contact Phone: 704.246.3950
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address 2910 Old Monroe Road, Suite C City: Stallings State: NC Zip: 28104
 Department: Facilities Department Amount: \$170,000
 Purpose: Sun Valley High School-ADA Improvements
 Budget Code(s) (put comma between multiple codes): 4.9018 712.529.360.118

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____
 This document has been reviewed and approved by the Department Head as to technical content.
 Project Manager [Signature] Date: 6-25-14
 Assistant Director [Signature] Date: _____
 Director of Facilities [Signature] Date: 6-25-14
 Division Assistant Superintendent Signature [Signature] Date: 6-30-14

CENTRAL PURCHASING

Type of Contract: Award Bid Sole Source Piggyback Emergency Amendment As To Form Other: _____
 Attached Documentation: Bid Tabulation Certificate of Insurance Sole Source Documentation Emergency Documentation
 This document has been reviewed and approved by the Central Purchasing Director.
 Central Purchasing Director Signature: Brandt Fitzgerald Date: 6/25/14

RISK MANAGEMENT

Date Received 6/30/14

Include the following coverage: CGL Auto WC Professional Property Pollution Non-Profit Not Required
 Hold Contract pending receipt of Certificate of Insurance Notes: _____
 Risk Manager's Signature Terrae Outer Date: 6/30/14

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology services) Non-Applicable
 This document has been reviewed and approved by the Information Systems Director as to technical content.
 IT Director's Signature _____ Date: _____

BUDGET AND FINANCE

Date Received _____

Yes No Sufficient funds are available in the proper category to pay for this expenditure. \$ 170,000.00
 This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
 Notes: _____
 Finance Director's Signature David R. King Date: 7/2/14

ATTORNEY

Date Received 7/3/14

Date department needs contract back from attorney: _____
 This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto Yes No
 Attorney's Signature [Signature] Date: 7/3/14

UCPS SUPERINTENDENT

Date Received 7-8-14

This document has been reviewed and approved by the UCPS Superintendent. Yes No
 Superintendent's Signature [Signature] Date: 7-8-14

BOARD OF EDUCATION

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

Yes No N/A Approved by Board of Education at meeting of 7-8-14
 Board Of Education Chairman Signature [Signature] Date: 7.8.14



CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES **CERTIFICATE NUMBER:** Revised Mst 14-15 **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER **CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. EXTENDED WATERCRAFT LIABILITY

Under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g., exclusion (2) is deleted and is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

Exclusions

With respect to only HIRED AUTO AND NON-OWNED AUTO LIABILITY, the exclusions which apply to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your on-going operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under SECTION II - WHO IS AN INSURED, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:

1. The following provision is added to **4. Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS
Automobile Policy

79363 (6-97)

Named Insured: ENCOMPASS BUILDING GROUP INC

Endorsement Effective: 04-10-2014

It is agreed:

With regard to only the person or entity listed in the schedule below, we waive our right to recover payments made for **bodily injury** or **property damage** covered by the policy and arising out of operation of **automobiles** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity.

SCHEDULE

Name of Person or Entity:

UNION COUNTY PUBLIC SCHOOLS

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC DESIGNATED INSURED - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Any person or organization is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

89317 (9-10)

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Owners

Page 1

55055 (7-87)
Issued 04-21-2014

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY ASCENSION INSURANCE AGENCY INC
15-0245-00 MKT TERR 045

Change Endorsement Effective 04-10-2014

INSURED ENCOMPASS BUILDING GROUP INC

(704) 688-1228

POLICY NUMBER 134615-35443928-14

ADDRESS PO BOX 1306

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
04-01-2014	to 04-01-2015

INDIAN TRAIL, NC 28079-1306

DESCRIPTION OF CHANGE

THE FOLLOWING ENDORSEMENT HAS BEEN PROCESSED ON THIS POLICY:

- ADDED 30 DAY NOTICE OF CANCEL FOR UNION COUNTY PUBLIC SCHOOLS

TRANSACTION NUMBER: 003

ENDORSEMENT PREMIUM:

\$.00
NO CHANGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

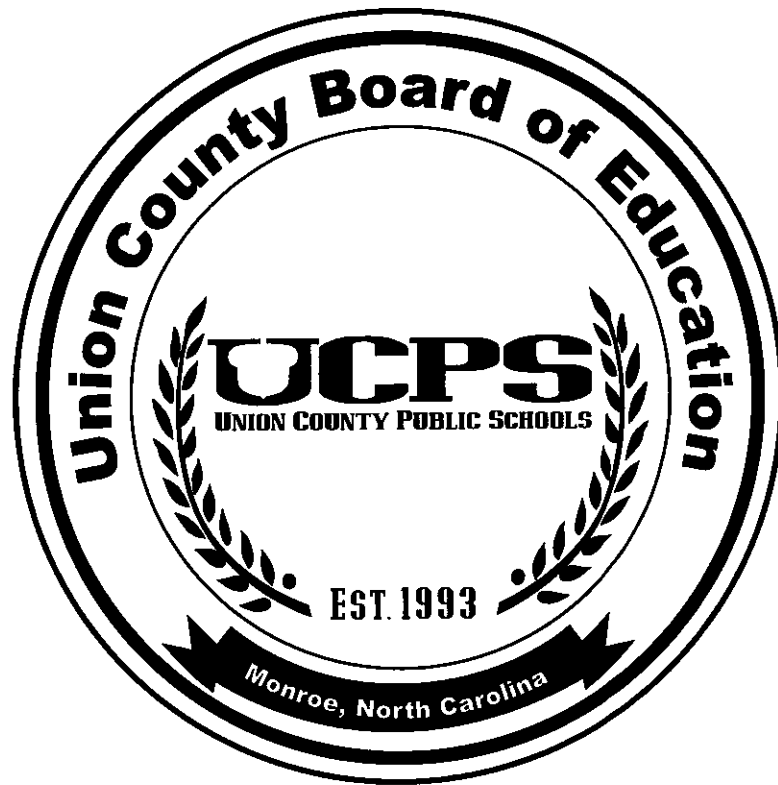
1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
<p>Name Of Designated Person(s) Or Organization(s) UNION COUNTY PUBLIC SCHOOLS</p>	<p>Mailing Address 400 N CHURCH ST MONROE NC 28112-4804</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

UNION COUNTY PUBLIC SCHOOLS



Sun Valley High School ADA Improvements

4-9736083

Encompass Building Group, Inc.

UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL
ADA IMPROVEMENTS
4-9736083

This Contract for Sun Valley High School-ADA Improvements (this "Contract") is made and entered into the 8th day of July 2014 between The Union County Board of Education (UCBOE), administering the Union County Public Schools (UCPS), located at 400 North Church Street, Monroe, North Carolina 28112 and Encompass Building Group, Inc. located at 2910 Old Monroe Road, Suite C, Stallings, NC 28104; hereby, known as Encompass Building Group, Inc. or Contractor for and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- I.** **Obligations of Contractor.** The Contractor agrees to furnish all equipment, labor, materials and supervision necessary to complete the Scope of Work identified in the bid documents as Alternate 1, Alternate 2 and Alternate 3.

Additional provisions are as follows:

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

II. **Warranty.**

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

III. **Commencement Date.**

- A.** Contractor may proceed upon receipt of purchase order and must be finally complete by August 8, 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
SUN VALLEY HIGH SCHOOL
ADA IMPROVEMENTS
4-9736083**

IV. Damages.

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

V. Obligations of UCBOE. The UCBOE agrees:

- A.** For all services provided above, Contractor will be paid the Contract Sum of \$170,000 and is subject to additions and deductions by approved Change Orders.
- B. Payments.** All requests for payment will be based on net 30 terms. Approval for partial payment will be based solely at UCPS discretion. If partial payments are approved by Owner, retainage will be held in accordance to North Carolina General Statute 143-134.1.
- C. Submittals.** All invoices shall have the completed NC Sales and Use Tax Certification Form and the MBE Documentation for Contract Payments (Attachment B). The final invoice shall also include the UCPS Certification Form (Attachment C) along with the required documentation stated within the bid documents. Failure to comply with these requirements may delay payment.

VI. Project Representatives.

The Contractor's representative must be able to fluently speak and read the English language and shall be the sole contact during this project. Any substitutions shall be in writing with an advance notification of the new Project Representative's name and contact information.

- A.** Warren Welsh is designated as the Project Coordinate for UCBOE. Telephone 704.296.3160 extension 6772.
- B.** Jon Jacek is designated as the Contractor's Project Coordinator for Encompass Building Group, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract. Telephone 704.246.3950.
- C.** Penny Helms, CLGPO is designated as the Purchasing and Contract Coordinator for UCBOE. Telephone 704.296.3160 extension 6759.

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

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL
ADA IMPROVEMENTS
4-9736083**

Automobile

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

Commercial General Liability

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

Worker's Compensation and Employers' Liability Insurance

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

Failure to furnish insurance certificates or to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.


Additional Provisions

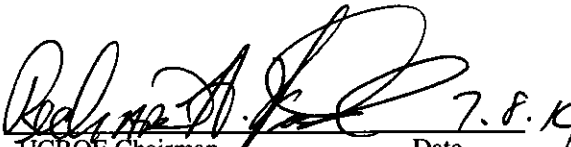
Contractor agrees to the Standard Terms and Conditions set forth as **Attachment A** attached hereto and incorporated herein by reference.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL
ADA IMPROVEMENTS
4-9736083**


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


ENCOMPASS BUILDING GROUP, INC.

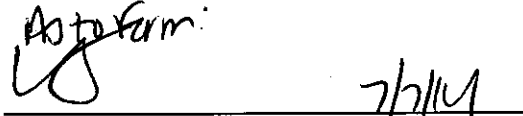
By: 
Title: President Date: July 11, 2014
Contractor's Federal Identification # 46-2005509 or Social Security Number
[if Contract is with Organization] [if Contract is with individual]

 7.8.14
UCBOE Chairman Date

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

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

 7/2/14
Finance Officer Date

 7/1/14
UCPS General Counsel Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL
ADA IMPROVEMENTS
4-9736083**

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by 30 days notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
2. Termination for Default.

If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within 15 calendar days to the satisfaction of UCBOE. All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.

In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.
3. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
4. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
5. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
6. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL
ADA IMPROVEMENTS
4-9736083**

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

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

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confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.

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

ATTACHMENT B

UNION COUNTY PUBLIC SCHOOLS TAX FORM INSTRUCTIONS

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

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

Tax paid by contractors on rental equipment, tools or supplies that they use in the process of completing their contract is not refundable. Tax statements from contractors should indicate the amount of tax paid on materials that become part of the structure only. Statements should indicate the vendor's name, date of invoice, invoice number, taxable amount, and sales tax amount. The statement must be "certified" by the contractor. Additionally, be sure the county tax is allocated to the correct county. As of January 1, 2002, the county is determined by the "ship to" address; therefore, if the material was shipped to your place of business instead of the job site the county name would reflect the county where your business is located. All counties combined sales & use tax rate is 7.75% with the exception of Alexander, Catawba, Cumberland, Haywood, Hertford, Lee, Martin, New Hanover, Onslow, Pitt, Randolph, Sampson, Surry & Wilkes counties that have a tax rate of 8% with the additional ¼% being county tax. Mecklenburg County has an additional ½% local sales tax. They are the only county with 8 ¼% rate of tax. Subcontractors performing work should also provide sales tax statements to the general contractor. It is the general contractor's responsibility to secure from the subcontractor the tax statement. (Reference Sales and Use Tax Bulletin Section 31)

If you submit a pay application upon which no sales tax was paid, **please send a blank form indicating "none this period"**. Payment may be delayed if proper sales tax accounting is not attached.

If you have any questions regarding the attached form please contact Anna Austin w/UCPS at 704-290-1541 or Shanna McLamb at 704-290-1562.

AS OF OCTOBER 1, 2009, THE SALES TAX DISTRIBUTION IS 5.75% STATE AND 2.00% COUNTY.

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

STATE COUNTY SALES/USE TAX STATEMENT CERTIFICATION

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

Invoices Number	Invoice Date	Vendor	Type of Materials	Taxable Amount of Invoice	County Name	NC Tax 5.75%	County Tax (2%)	Meck. County Add Tax (172%)	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: _____

Notary Public: _____ Title: _____

My Commission Expires: _____

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

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

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

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

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

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

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Street Address, City, State, Zip: _____

Telephone Number: _____

Project Name and Number: _____

Pay Application/Invoice#: _____ Period: _____

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

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

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

Date: _____

Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST AND FINAL PAYMENT

ATTACHMENT C

Union County Public School Certification Form

PROJECT: SUN VALLEY HIGH SCHOOL-ADA IMPROVEMENTS, 4-9736083

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.



Growing Possibilities...

PROJECT: SUN VALLEY HIGH SCHOOL-ADA IMPROVEMENTS

REFERENCE NUMBER: 4-9736083

BID OPENING: 10:00 am, June 16, 2014

	COMPANY	BASE BID (FRONT ENTRANCE)	ALTERNATE 1 (RAMP)	ALTERNATE 2 (ALUMINUM HANDRAILS)	ALTERNATE 3 (DRAINAGE)	ALTERNATE 4 (FRONT ENTRANCE SIDEWALK)
1	CARDINAL CONSTRUCTION, INC.	\$17,750.00	NO BID	NO BID	NO BID	\$8,400.00
2	ENCOMPASS BUILDING GROUP					
3	TFC OF MONROE, INC.	\$13,483.00	NO BID	NO BID	NO BID	\$8,183.00