# 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: Steele's Heating and Air Conditioning, LLC
Party/Vendor Contact Person: Odell Steele Contact Phone: 803-285-8431
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address PO Box 1107 City: Lancaster State: SC Zip: 29721
Department: Maintenance Department Amount: $537,051.00
Purpose: Benton Heights Elementary School's HVAC Renovation and Controls Replacement
**Budget Code(s)** (put comma between multiple codes): 4.9015.759.523.304
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 _____ Date: 1/25/11
Assistant Maintenance Director _____ Date: 1.25.11
Executive Director of Facilities _____ Date: 1.25.2011
**Division Assistant Superintendent Signature** _____ Date: 1-25-2011

Type of Contract: ☐ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment 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: 1/19/2011

## RISK MANAGEMENT

**Date Received** _____

Include the following coverage: ☑ CGL ☑ Auto ☑ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required
Hold Contract pending receipt of Certificate of Insurance ☐ Notes: _____
Risk Manager's Signature _____ Date: 1-26-11

## INFORMATION TECHOLOGY 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. $537,051.00
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. Long Jr. Date: 1/27/11

## ATTORNEY

**Date Received** _____

Date department needs contract back from attorney:
This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☐ Yes ☐ No
Attorney's Signature: see attached Date: _____

## UCPS SUPERINTENDENT

**Date Received** _____

This document has been reviewed and approved by the UCPS Superintendent. ☐ Yes ☐ No
Superintendent's Signature L. E. Davis, J. Date: 2/1/11

## BOARD OF EDUCATION

**Agenda Date:** _____ **Date Received** _____

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____
Board Of Education Chairman Signature _____ Date: 2/1/11

# 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

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Party/Vendor Contact Person: Odell Steele Contact Phone: 803-285-8431
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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: 1/19/2011

## RISK MANAGEMENT

Date Received _____

Include the following coverage: ☑ CGL ☑ Auto ☑ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required
Hold Contract pending receipt of Certificate of Insurance ☐ Notes: _____
Risk Manager's Signature _____ Date: 1-26-11

## INFORMATION TECHOLOGY 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. $ 537,051.00
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 _____ Date: 1/27/11

## ATTORNEY

Date Received _____

Date department needs contract back from attorney:
This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☑ Yes ☐ No
Attorney's Signature: _____ Date: 1/27/11

## UCPS SUPERINTENDENT

Date Received _____

This document has been reviewed and approved by the UCPS Superintendent. ☐ Yes ☐ No
Superintendent's Signature _____ Date: _____

## BOARD OF EDUCATION

Agenda Date: _____ Date Received _____

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____
Board Of Education Chairman Signature _____ Date: _____

# UNION COUNTY PUBLIC SCHOOLS

# HVAC Renovation and Controls Replacement

## Benton Heights Elementary School

## 1-9730417

## Steele's Heating & Air Conditioning

**UNION COUNTY BOARD OF EDUCATION CONTRACT**
**BENTON HEIGHTS ELEMENTARY SCHOOL**
**HVAC RENOVATION AND CONTROLS REPLACEMENT**

This Contract for HVAC Renovation and Controls Replacement at Benton Heights Elementary School (this "Contract") is made and entered into the 1st day of February, 2011 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 Steele's Heating and Air Conditioning, LLC, PO Box 1107, Lancaster, SC 29721; hereby, known as Steele's Heating and Air Conditioning, 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 as identified in the Project Manual, Engineered Drawings, and Addendum s 1, 2, 3.

A. Contractor shall meet all requirements as stated within bid documents and commence work no later than March 1, 2011. The work schedule must be coordinated with the assigned UCPS Project Coordinator to avoid disruption of school activities.
B. Contractor shall be properly licensed in the state of North Carolina for all work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
C. Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
D. Contractor shall fulfill the requirements listed within the UCPS Certification Form (Attachment B), sign and return with invoice.
E. Contractor shall complete the NC Sales and Use Tax Certification Form (Attachment C) and return with invoice.
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 school property.
H. Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters not to be used).
I. Contractor is responsible for a turn-key project.

II. Warranty.

A. Contractor shall provide all warranty as required within the bid documentation.
B. All work completed during the warranty time period shall be at no cost to Union County Public Schools. "No Cost" shall include, but not limited to, equipment, parts, supervision, travel.
C. Repair or replacement of parts under warranty shall be completed within 7 days of notification from Owner to Contractor.

III. Commencement Date.

A. Contractor must be completed no later than July 15, 2011.
B. Contractor may work on business days during the hours of 8:00 am through 8:00 pm providing no disruption to school's activities. All work shall be coordinated with the assigned Project Coordinator for UCPS.

**UNION COUNTY BOARD OF EDUCATION CONTRACT**
**BENTON HEIGHTS ELEMENTARY SCHOOL**
**HVAC RENOVATION AND CONTROLS REPLACEMENT**

IV. Damages.

A. Liquidated Damages. The damages that UCPS will encounter if job is not completed by the time specified in Attachment B, will allow liquidated damaged (not penalty) of $500.00 per day until date of completion. Completion means the Contractor has fulfilled the scope of work and requirements pertaining to this project and has received approval of Union County Public Schools. Extended time must be requested in writing to the Purchasing and Contracting Coordinator for Union County Public Schools 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 Purchasing and Contract Coordinator for Union County Public Schools.

V. Obligations of UCBOE. The UCBOE agrees:

A. For all services provided above, Contractor will be paid a total of $537,051.00, subject to additions and deductions by approved Change Orders. Pay applications will be permitted per section 00801-8, 9.3 of the Project Manual.
B. A deduct change order will be issued to Owner in the amount of $7,500.00 if project meets approval of Department of Inspections without replacing the chimney liner.
C. The terms and conditions stated in this contract governs all other terms and conditions.

VI. Project Coordinators

The coordinators 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 Coordinator's name and contact information.

A. Tony Wentz is designated as the Project Coordinator for UCBOE.
Telephone 704.296.3160 ext. 810.
B. Odell Steele is designated as the Project Coordinator for Steele's Heating and Air Conditioning and is fully authorized to act on behalf of the Contractor in connection with this Contract.
Telephone 803.285-8431
C. Penny Helms is designated as the Purchasing and Contract Coordinator for UCBOE.
Telephone 704-296-3160 ext 893.

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**
**BENTON HEIGHTS ELEMENTARY SCHOOL**
**HVAC RENOVATION AND CONTROLS REPLACEMENT**

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.

The Contractor shall also provide any other insurance specifically recommended in writing by the Department of Insurance and Risk Management. **The Contractor shall list Union County Board of Education as an additional Insured under the GL and AL policies as respects to work performed.**

Certificates of such insurance shall be furnished by the Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either the Contractor or the insuring company.

**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**
**BENTON HEIGHTS ELEMENTARY SCHOOL**
**HVAC RENOVATION AND CONTROLS REPLACEMENT**

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

**STEELE'S HEATING AND AIR CONDITIONING, LLC.**

By: _____

Title: _____

Date

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

or Social Security Number [if Contract is with individual]

2/1/11
Chairman of UCBOE Date

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

1/27/11
Finance Officer Date

1/25/11
Division of Insurance & Risk Management Date

see attached
UCBOE Attorney Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT**
**BENTON HEIGHTS ELEMENTARY SCHOOL**
**HVAC RENOVATION AND CONTROLS REPLACEMENT**

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By: _____

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Date

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

or Social Security Number [if Contract is with individual]

Chairman of UCBOE Date

Division of Insurance\ & Risk Management — 1/25/11 Date

UCBOE Attorney — 1/27/11 Date

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

Finance Officer — 1/27/11 Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT**
**BENTON HEIGHTS ELEMENTARY SCHOOL**
**HVAC RENOVATION AND CONTROLS REPLACEMENT**

## 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.
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 Project Coordinator. "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 written amendment duly executed by both the UCBOE and the Contractor.

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.

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 NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
    (b) Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)
    (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 arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.

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 Project Coordinator, 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."

**UNION COUNTY BOARD OF EDUCATION CONTRACT**
**BENTON HEIGHTS ELEMENTARY SCHOOL**
**HVAC RENOVATION AND CONTROLS REPLACEMENT**

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 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 School
# Certification Form

**PROJECT: BENTON HEIGHTS HVAC RENOVATION & CONTROLS REPLACEMENT 1-9730417**

| DESCRIPTION | REQUIRED | N/A | COMMENTS |
|---|---|---|---|
| CERTIFICATE OF OCCUPANCY AND COMPLIANCE/INSPECTIONS | X | | |
| CERTIFICATE OF FIRE INSPECTION REPORTS | X | | |
| CERTIFICATE 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** **Date**

***(Acknowledging all requirements have been met)***

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

# ATTACHMENT C

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:_____

Project Name:_____

Sheet #:_____

For Sales Taxes Paid from _____ to _____

Payment Application #: _____

| | Invoice Number | Invoice Date | Vendor | Type of Materials | Taxable Amount of Invoice | County Name | NC Tax 5.75% | County Tax (2%) | Meck. County Add Tax (1/2%) | Total Taxes |
|---|---|---|---|---|---|---|---|---|---|---|
| 1) | | | | | | | | | | |
| 2) | | | | | | | | | | |
| 3) | | | | | | | | | | |
| 4) | | | | | | | | | | |
| 5) | | | | | | | | | | |
| 6) | | | | | | | | | | |
| 7) | | | | | | | | | | |
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| 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: _____

My Commission Expires: _____

**Title:** _____

CERTIFIED BID TABULATION

BENTON HEIGHTS ELEMENTARY SCHOOL
HVAC RENOVATIONS

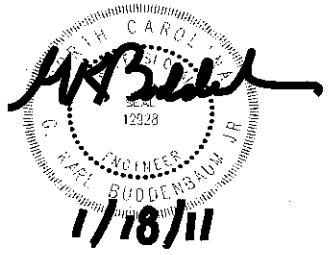
BIDS OPENED JANUARY 18, 2011

| BENTON HEIGHTS ELEMENTARY SCHOOL HVAC RENOVATION | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SINGLE PRIME MECHANICAL: | Contractor's License # | MWBE Forms | | | Bid Bond | Addenda | | | | | Base Bid | Alt 1 | Unit Price |
| | | IMBP | Aff A | Aff B | | #1 | #2 | #3 | | | | | |
| P C Godfrey | 1098 | Y | Y | N | Y | * | * | * | | | $539,000.00 | $13,320.00 | No price |
| Action Mechanical | 9985 | Y | Y | N | Y | Y | Y | Y | | | $599,000.00 | $17,000.00 | $9,000.00 |
| Superior Mechanical | 06911 | Y | Y | N | Y | Y | Y | Y | | | $587,000.00 | $35,000.00 | $7,500.00 |
| Steele's Heating and Air | 29604 | N | N | Y | Y | Y | Y | Y | | | $518,881.00 | $10,670.00 | $7,500.00 |

* PC Godfrey used the wrong bid form, did not acknowledge receipt of the Addenda on the bid form (verbal at bid opening) and did not provide a unit price for the chimney liner.

I hereby certify that the above numbers reflect the bids received on January 18, 2011

G. Karl Buddenbaum Jr, P.E.
Professional Engineering Associates, PA



**SECTION 00300**

**BID FORM**

DATE: January 18, 2011

PROJECT: Benton Heights Elementary School

TO: Penny Helms
Union County Schools
2001 Venus Street
Monroe, NC 28112

In compliance with your Advertisement for Bids, the undersigned proposes to furnish all labor and materials and perform all work necessary for construction of the referenced project, in strict accordance with all the contract documents, dated November 15, 2010, including Addenda noted below, as prepared by Professional Engineering Associates, P.A., for the consideration of the following amounts:

BID ITEM 1. Base Bid: Lump sum price for the full and complete scope of work as described in contract documents and in accordance with the contract documents.

Five Hundred Eighteen Thousand Eight Hundred Eighty One Dollars

Dollars ($ 518,881.00).

BID ITEM 2. Alternate Bid No. – 1

Per Addendum 2: Change over the existing constant volume pumping systems to VVP. Control valves shall be 2 way modulating, except at the RTAH and at the end of runs provide 3 way diverting valves. Replace existing starters with VFDs. Provide pressure sensors in piping. Pumps, Pressure sensors and 3 way valves are located on sheet "ADDENDUM 2 ALTERNATE 1 CLARIFICATION". VFDs and associated contol points shall be per Addendum 2.

Ten Thousand Six Hundred Seventy Dollars

Dollars ($ 10,670.00).

BID ITEM 3. UNIT PRICE

Provide a unit price to be valid through the length of the contract for a stainless steel chimney liner per Addendum 2.

Seven Thousand Five Hundred Dollars Dollars ($ 7,500.00).

The undersigned understands that time is of the essence and agrees to the time for completion and liquidate damages as specified in AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, 1997 Edition, as amended.

The undersigned acknowledges receipt of the following addenda: Addendum #1 dated 1/4/11

Addendum #2 dated 1/10/11, Addendum #3 dated 1/11/11.

Bid guarantee in the sum of 5 % in the form of Bid Bond
is submitted herewith in accordance with Instructions to Bidders.

If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver an Agreement in the prescribed form within 15 days after the Agreement has been presented to him for signature. Certificates of insurance shall be furnished to the Owner at the execution of the Agreement.

I certify that the firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the State of North Carolina, in granting the registration.

Licensed Contractor No. 29604

Bidder Steele's Heating & A/C, LLC

By (Sign.) Odell Steele

(Typed) Odell Steele

Title President

Business Address:

P. O. Box 1107

Lancaster, SC 29721

Telephone Number: (803) 285-8431

Partnership:

Names of Partners:

REMINDER: ATTACH M/WBE FORM

Bond No. Bid Bond

# BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Steele's Heating & A/C, LLC

as Principal hereinafter called the Principal, and Fidelity & Deposit Company of Maryland
a corporation duly organized under the laws of the state of Maryland
as Surety, hereinafter called the Surety, are held and firmly bound unto
Union County Public Schools, 201 Venus Street, Monroe, NC 28112

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid

Dollars ($ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Benton Heights Elementary School -HVAC Upgrade & Controls Replacement, Monroe, NC

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of January , 2011

Jeri B. Sherrill
Witness

Steele's Heating & A/C, LLC
Principal (Seal)

By: [signature] PRESIDENT
Name/Title

Fidelity & Deposit Company of Maryland

[signature]
Witness

Surety (Seal)

By: Harvey E Brown Jr
Harvey E. Brown, Jr. Attorney-in-Fact

# Power of Attorney
## FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Howell V. PRUETT, Harvey E. BROWN, JR. and Michelle S. ISOLA, all of Charlotte, North Carolina, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Howell V. PRUETT, Harvey E. BROWN, JR., Danielle M. O'LEARY, Michelle S. ISOLA, dated November 4, 2008.



The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of August, A.D. 2009.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By:

*Gregory E. Murray Assistant Secretary* *William J. Mills* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 13th day of August, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski* *Notary Public*
My Commission Expires: July 8, 2011

## EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 18th day of January, 2011.

Gerald F. Haley

*Assistant Secretary*

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

# State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of Lancaster

Affidavit of Steele's Heating & A/C, LLC
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Benton Heights Elem. School - HVAC Renovation and Controls Replacement contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 01/18/11 Name of Authorized Officer: Odell Steele

Signature: Odell Steele

Title: President

SEAL

State of South Carolina, County of Lancaster

Subscribed and sworn to before me this 18th day of Jan. 2011

Notary Public Teri B. Sherrill

My commission expires 10/08/2013

MBForms 2002-Revised
March, 2005

# STEELE'S

HEATING & AIR CONDITIONING, LLC
P.O. Box 1107
Lancaster, S.C. 29721
Phone 285-8431 Fax 803-285-4362

Date: 1-21-2011 No. of Pages: 8

To: Union Co School From: Odell

Attn. Penny

Reference: Benton Heights

Remarks: Enclosed letters from N.C. License Board.

They have enclosed instructions to have Jeff's License active. Please note all info / Forms ect will be completed before any work is started. Also note until we have work in North Carolina none of this is necessary. (That is why we have not spent the money to have it active)

Thanks for your time in considering Steele's for this project.

Odell

(1)

EXECUTIVE OFFICES
3101 Industrial Drive, Suite 206

Telephone: 919/733-9042
Fax: 919/733-6105

MAILING ADDRESS
P.O. Box 18727
Raleigh, NC 27619-8727

WEB SITE
www.ncbeec.org

# STATE BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS

1/21/2011

To Whom It May Concern:

**LICENSE # 25416-U**
**Jeffrey Steven McDaniel**
**252 Pleasant Hill Road**
**Dillon, SC 29536**

This is to certify that the subject electrical contracting firm holds a current electrical contracting license issued by the state of North Carolina in the Unlimited Classification. ***License Limitation: Any project regardless of value.*** License number **25416-U** has expired **11/12/2007.**

Following is a list of each qualified individual listed on the North Carolina electrical contracting license. Each individual was qualified based on a reciprocal agreement between the South Carolina Contractors Board and the North Carolina State Board of Examiners of Electrical Contractors. Each qualified individual took and passed an examination in the state of South Carolina.

| NAME | SOCIAL SECURITY | EXAM | DATE PASSED |
|---|---|---|---|
| Jeffrey Steven McDaniel | XXX-XX-7779 | SC | 01/16/2003 |

The licensee is currently in good standing with North Carolina State Board of Examiners of Electrical Contractors. A search of the records does not indicate that there is any disciplinary action against this licensee.

Tonya Lynch

Administrative/Program Assistant

2

EXECUTIVE OFFICES
3101 Industrial Drive, Suite 206

Telephone: 919/733-0042
Fax: 919/733-6105

MAILING ADDRESS
P.O. Box 18727
Raleigh, NC 27619-8727

WEB SITE
www.ncbeec.org

# STATE BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS

1/21/2011

Jeffrey Steven McDaniel
252 Pleasant Hill Road
Dillon, SC 29536

PLEASE SEND ITEMS CHECKED BELOW WITH YOUR APPLICATION FOR AN ELECTRICAL CONTRACTING LICENSE IN THE UNLIMITED CLASSIFICATION:

☒ Written statement (form enclosed) from your employer verifying that, during the immediate past 12 months, you have been actively and lawfully engaged (at least 1000 hours) in an occupation which, in the judgment of the Board, is similar or equivalent to that of an electrical contractor **OR** written statement (form enclosed) from an approved continuing education sponsor verifying that you have completed 16 hours of continuing education credit. *NOTE: This Continuing Education will not apply towards subsequent years for renewal purposes.*

☒ Completed statement of bonding ability (form enclosed) with proper power of attorney attached OR a letter from your financial institution written on the bank letterhead and signed by a bank official which contains the following statement:
*This will serve to advise you that _____(name of individual/firm) has been approved for a $_____(at least $110,001 .00) line of credit with our bank which may be utilized at any time.*

☐ Written statements (forms enclosed) from at least two responsible persons who are knowledgeable of the experience of _____, attesting to his ability to satisfactorily supervise and direct all electrical installation work done by an electrical contracting business in the UNLIMITED classification.

☒ Check for **$ 165.00** annual license fee.

☒ If your firm is a corporation or limited liability company, please submit verification from the **NORTH CAROLINA** Secretary of State.

(3)

Reactivate

# APPLICATION FOR NORTH CAROLINA ELECTRICAL CONTRACTING LICENSE

MAIL TO: STATE BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS
P. O. BOX 18727, RALEIGH, NC 27619-8727

TELEPHONE: 919-733-9042

*Before completing application, PLEASE SEE INFORMATION ON BACK OF THIS APPLICATION*

1. CLASSIFICATION OF LICENSE DESIRED (CHECK CLASSIFICATION): LICENSE FEE MUST BE SUBMITTED WITH APPLICATION

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ UNLIMITED | $165.00 FEE | ☐ INTERMEDIATE | $115.00 FEE | ☐ LIMITED | $75.00 FEE | ☐ SP-SFD | $75.00 FEE |
| ☐ SP-FA/LV | $ 75.00 FEE | ☐ SP-PH | $ 75.00 FEE | ☐ SP-EL | $75.00 FEE | | |
| ☐ SP-BS | $ 75.00 FEE | ☐ SP-WP | $ 75.00 FEE | ☐ SP-SP | $75.00 FEE | | |

2. LICENSE NAME: _____
(MUST BE EXACT NAME IN WHICH ELECTRICAL CONTRACTING BUSINESS WILL BE CONDUCTED IN NORTH CAROLINA)

3. MAILING ADDRESS _____
STREET, P.O.BOX OR RURAL ROUTE CITY, STATE, ZIP

LOCATION ADDRESS _____ COUNTY _____

PHONE NUMBER: BUSINESS (____) _____ HOME (____) _____

FAX NUMBER: (____) _____ EMAIL: _____ WEBSITE: _____

4. ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ LIMITED LIABILITY COMPANY GIVE NAME OF OWNER, PARTNERS, OFFICERS OR MEMBERS: _____

5. HOW DO YOU PLAN TO CONDUCT AN ELECTRICAL CONTRACTING BUSINESS? ☐ FULL-TIME ☐ PART-TIME

6. **SP-PH ONLY.** THE CURRENT PLUMBING, HEATING AND/OR AIR CONDITIONING LICENSE NUMBER IS _____.

7. **SP-WP ONLY.** THE CURRENT PUMP INSTALLATION CONTRACTOR'S REGISTRATION NUMBER ISSUED TO YOUR FIRM BY GROUNDWATER SECTION OF THE NORTH CAROLINA DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES IS _____.

8. NAME, SIGNATURE AND SOCIAL SECURITY NUMBER OF EACH QUALIFIED INDIVIDUAL TO BE ADDED TO LICENSE:

| FULL NAME | SIGNATURE | SOCIAL SECURITY NUMBER |
|---|---|---|
| Jeffrey Steven McDaniel | | XXX-XX-7779 |
| | | |

(IF MORE SPACE IS NEEDED, PLEASE ATTACH SEPARATE SHEET)

9. HAS THE OWNER, ANY PARTNER, ANY OFFICER, ANY MEMBER, OR ANY QUALIFIED INDIVIDUAL BEEN CONVICTED OF A ***MISDEMEANOR*** (EXCLUDING MINOR TRAFFIC VIOLATIONS) DURING THE PAST 3 YEARS? ☐ YES ☐ NO

HAVE YOU EVER BEEN CONVICTED OF A ***FELONY***? ☐ YES ☐ NO

10. IF YES TO EITHER, EXPLAIN ON REVERSE SIDE OF THIS FORM AND PROVIDE A COPY OF THE COURT JUDGMENT. IF A COPY OF THE COURT JUDGMENT WAS PREVIOUSLY SUBMITTED, INITIAL HERE _____ AND DO NOT RE-SUBMIT.

11. **I/WE UNDERSTAND AND AGREE TO BE GOVERNED BY THE ELECTRICAL CONTRACTING LAWS AS CONTAINED IN CHAPTER 87, ARTICLE 4, OF THE GENERAL STATUTES OF NORTH CAROLINA, AND BY THE RULES AND REGULATIONS ADOPTED BY THE BOARD FOR THE IMPLEMENTATION OF THESE LAWS IN THE CONDUCTING OF MY/OUR ELECTRICAL CONTRACTING BUSINESS. I/WE AUTHORIZE THE BOARD TO RESEARCH AND VERIFY THE INFORMATION SUBMITTED CONCERNING THIS APPLICATION.**

SIGNATURE OF APPLICANT _____ TITLE _____
*(Owner, Partner, Officer, or Member)*

12. **METHOD OF PAYMENT:** ☐ CHECK ☐ MONEY ORDER ☐ VISA ☐ MASTERCARD

Card # _____ Exp. Date _____

Name on Card _____ Signature _____

(DO NOT WRITE BELOW THIS LINE - FOR BOARD USE ONLY)

LICENSE # 25414 NASCLA _____ APPROVED BY _____ EFFECTIVE DATE _____ BS _____

(4)

# IMPORTANT-READ CAREFULLY

**REQUIREMENTS FOR EACH CLASSIFICATION**

1. Submit a completed application to the Board on a form provided by the Board for the license classification involved;

2. Submit the annual license fee;

3. Furnish the name, signature and social security number of at least one person to serve as the listed qualified individual for the applicant's license.

4. **Out of State Corporations/Limited Liability Companies:** The Board shall not issue a license for a foreign corporation nor a foreign limited liability company unless the corporation/company has obtained a certificate of authority from the **NORTH CAROLINA** Secretary of State **(919) 807-2225.**

5. **Intermediate (I) Classification.** License applicants in the intermediate classification shall furnish a $40,001.00 bonding ability statement or a letter showing a line of credit issued by a bank, savings bank, or savings and loan association pursuant to G.S. 87-43.2(a)(4).

6. **Unlimited (U) Classification.** License applicants in the unlimited classification shall furnish a $110,001.00 bonding ability statement or a line of credit letter issued by a bank, savings bank, or savings and loan association pursuant to G.S. 87-43.2(a)(4).

**********

**TITLE 21, CHAPTER 18B, NORTH CAROLINA ADMINISTRATIVE CODE:**

**.0402 LICENSE NAME REQUIREMENTS**

(a) Issuance of License. The name in which a license is issued must be distinguishable upon the records of the Board from the name in which a license has already been issued. If the name requested, after deleting all spaces, punctuation marks, articles, prepositions, conjunctions and, whether abbreviated or not, "corporation," "incorporated," "company," or "limited," is not identical to the name in which a license has already been issued, it shall be distinguishable. The substitution of a numeral for a word that represents the same numeral shall not make the name distinguishable.

(b) Name In Which Business Must Be Conducted. All electrical contracting business, including all business advertising and the submission of all documents and papers, conducted in the state of North Carolina by a licensee of the Board shall be conducted in the exact name in which the electrical contracting license is issued.

(c) Notification of Address and Telephone Change. All licensees shall notify the Board in writing within 30 days of any change in location or mailing address and telephone number.

*History Note:* *Authority G.S. 87-42;*
*Eff. October 1, 1988;*
*Amended Eff. March 1, 1999; February 1, 1996.*

**********

**NOTICE OF PROCESSING FEE FOR SUBMITTAL OF BAD CHECK**

**Pursuant to Rule .0107 of Title 21, Chapter 18B, of the North Carolina Administrative Code, any person, partnership, firm or corporation submitting a check to the Board which is subsequently returned because of insufficient funds or no account at a bank will be charged a processing fee of $25.00 for such a check; and, until the payer has made the check good and paid the $25.00 processing fee, the payer will not be eligible to take an examination, review an examination, obtain a license or have a license renewed. Payment for making good such bad check and for the $25.00 processing fee must be in the form of a cashier's check or money order payable to the Board.**

(5)

## ***VERIFICATION OF EMPLOYMENT***

TO: STATE BOARD OF EXAMINERS
OF ELECTRICAL CONTRACTORS
P. O. BOX 18727
RALEIGH, NC 27619

This is to certify that Jeffrey Steven McDaniel was employed by our firm for _____ hours during the immediate past twelve months in the capacity of (state whether journeyman electrician, electrical foreman, electrical superintendent):

_____

**SIGNED: _____

TITLE: _____

FIRM NAME: _____

FIRM ADDRESS: _____

_____

TELEPHONE #: _____/_____

(NOTE: PERSON WHO SIGNS ABOVE VERIFICATION OF EMPLOYMENT MUST APPEAR BEFORE A NOTARY PUBLIC. THE NOTARY PUBLIC WILL COMPLETE THE FOLLOWING CERTIFICATE.)

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that (enter name of person signing above verification of employment) _____ personally appeared before me this day and signed the foregoing document.

Witness my hand and official seal, this _____ day of _____, _____.

_____
Notary Public

My Commission expires: _____

***AN INDIVIDUAL IS NOT ALLOWED TO VERIFY HIS/HER OWN EMPLOYMENT***

(6)

## VERIFICATION OF CONTINUING EDUCATION

MAIL TO: STATE BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS
P. O. BOX 18727, RALEIGH, NC 27619

FAX TO: ATTN:LICENSING DEPARTMENT
(919) 733-6105

***IMPORTANT NOTE TO CONTINUING EDUCATION SPONSOR:*** THE BOARD ALLOWS AN APPLICANT TO REACTIVATE HIS/HER ELECTRICAL CONTRACTING LICENSE WHICH HAS BEEN INACTIVE FOR 12 MONTHS OR LONGER BY COMPLETING 16 HOURS OF CONTINUING EDUCATION CREDIT. THIS CREDIT WILL NOT APPLY TOWARDS SUBSEQUENT YEARS FOR RENEWAL PURPOSES, THEREFORE PLEASE COMPLETE THE FORM BELOW TO VERIFY CONTINUING EDUCATION CREDIT AND **DO NOT** SUBMIT THIS CREDIT TO THE BOARD SEPARATELY FROM THIS FORM.

**All persons seeking to reactivate qualification must demonstrate that a minimum of one-half the continuing education hours were obtained by in-person classroom or seminar attendance.**

THIS IS TO CERTIFY THAT Jeffrey Steven McDaniel, SSN# XXX-XX-7779 HAS COMPLETED CONTINUING EDUCATION AS FOLLOWS:

HOURS CLASSROOM: _____

HOURS NON-CLASSROOM: _____

COURSE: _____

SPONSOR: _____

INSTRUCTOR: _____

(7)

NC-UNLIMITED

**SIGNED ORIGINAL MUST BE SUBMITTED TO THIS BOARD. PHOTO-COPY OR FAX COPY OF THE ORIGINAL WILL NOT BE ACCEPTED.**

**STATEMENT OF BONDING ABILITY**

The license applicant named below is required to furnish this statement of bonding ability with application to the North Carolina **STATE BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS** for a license to engage or offer to engage in the business of electrical contracting in the State of North Carolina. This form should be completed by applicant's insurance agent or bonding company official.

**STATEMENT FROM BONDING COMPANY**
(BONDING COMPANY OR ITS AGENT/ATTORNEY IN FACT MUST USE THIS FORM)
DATE: _____

1. IDENTIFICATION OF LICENSE APPLICANT:
EXACT NAME IN WHICH NORTH CAROLINA ELECTRICAL CONTRACTING LICENSE IS TO BE ISSUED (MUST BE EXACT NAME IN WHICH FIRM WILL BE CONDUCTING BUSINESS OF ELECTRICAL CONTRACTING IN NORTH CAROLINA):

_____

MAILING ADDRESS: STREET/P.O. BOX _____

CITY _____ STATE _____ ZIP _____

2. PLEASE LIST BY AMOUNT ONLY THE THREE LARGEST JOBS FOR WHICH YOUR COMPANY HAS BONDED THIS APPLICANT: (a) _____ (b) _____ (c) _____

3. IS YOUR BONDING RELATIONSHIP WITH THIS APPLICANT SATISFACTORY AT THE PRESENT TIME: YES ____ NO ____

IF NO, PLEASE EXPLAIN: _____

_____

4. WHAT TYPE FINANCIAL STATEMENT DOES YOUR COMPANY REQUIRE FROM THIS APPLICANT?

(a) _____ INDEPENDENT ACCOUNTANT'S CERTIFIED STATEMENT
(b) _____ INDEPENDENT ACCOUNTANT'S UNAUDITED STATEMENT
(c) _____ STATEMENT PREPARED BY ACCOUNTANT

5. THE APPLICANT FOR AN UNLIMITED LICENSE IS REQUIRED TO PROVIDE SATISFACTORY VERIFICATION OF ITS/HIS ABILITY TO FURNISH PERFORMANCE BONDS FOR ELECTRICAL CONTRACTING PROJECTS HAVING A VALUE IN EXCESS OF $110,000.00. SUBJECT TO YOUR NORMALLY EXPECTED INDIVIDUAL JOB UNDERWRITING PROCEDURES AND YOUR RIGHT NOT TO EXCEED THIS APPLICANT'S LINE OF BONDING CREDIT, DOES YOUR COMPANY FEEL THAT THIS APPLICANT WOULD BE ELIGIBLE ON THIS DATE FOR A BOND IN EXCESS OF $110,000.00? (NOTE: THIS IS STRICTLY A BONDING ABILITY STATEMENT AS OF THE DATE SHOWN ABOVE AND IN NO WAY COMMITS YOUR COMPANY TO THE ISSUANCE OF A BOND OF ANY TYPE TO THIS APPLICANT.) YES _____ NO _____

6. IS YOUR COMPANY DULY LICENSED TO TRANSACT BUSINESS IN THE STATE OF NORTH CAROLINA AND IN GOOD STANDING WITH THE NORTH CAROLINA DEPARTMENT OF INSURANCE? YES _____ NO _____

THIS STATEMENT MUST BE SIGNED UNDER THE NAME OF THE BONDING COMPANY AND MUST BE SIGNED BY EITHER A COMPANY REPRESENTATIVE OR BY A DULY LICENSED AGENT OF THE COMPANY, AND THE COMPANY REPRESENTATIVE OR THE AGENT MUST ATTACH POWER OF ATTORNEY AUTHORIZING HIM/HER TO SIGN FOR THE BONDING COMPANY, DATED THE SAME DATE AS SHOWN AT THE TOP OF THIS STATEMENT OF BONDING ABILITY.

NAME OF BONDING COMPANY: _____

BY: _____ (SEAL)
Bonding Company Official

BOND AGENT/ATTORNEY IN FACT: _____

BONDING COMPANY ADDRESS WHERE COMPANY OFFICIAL IS LOCATED: _____

_____

NAME OF INSURANCE AGENCY: _____

ADDRESS: _____

OP ID: CH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/11

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<br>Upchurch & Jowers Insurance<br>P.O. Box 893<br>2004 West DeKalb St.<br>Camden, SC 29020<br>Nancy J Aycock<br>803-432-8433<br>803-432-5469 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: STEEL-1 |
| INSURED<br>Steele's Heating & Air Conditioning, LLC<br>Post Office Box 1107<br>Lancaster, SC 29720-1107 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Bridgefield Employers Ins<br>INSURER B: Peerless Insurance Company — 24198<br>INSURER C: The Netherlands Insurance Co — 24171<br>INSURER D:<br>INSURER E:<br>INSURER F: |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | CBP8303573 | 07/31/10 | 07/31/11 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | BA8304473 | 07/31/10 | 07/31/11 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DEDUCTIBLE<br>X RETENTION $ 10,000 | | | CU8304373 | 07/31/10 | 07/31/11 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 0830-45705 | 07/31/10 | 07/31/11 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Union County Public Schools are listed as an Additional Insured with respects to General Liability as required in a written contract.

**CERTIFICATE HOLDER**

UNIONCO

Union County Board of Education
201 Venus Street
Monroe, NC 28111

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cary Hewitt