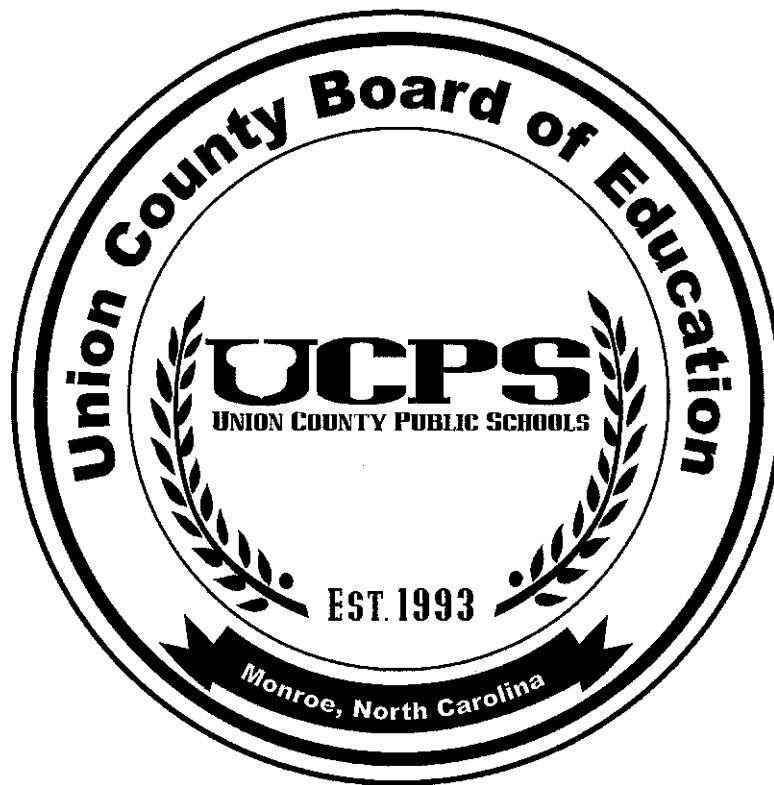


UNION COUNTY PUBLIC SCHOOLS



Direct Digital Controls Upgrade

Sun Valley High School
Sun Valley Middle School

1-9700094

Schneider Electric Buildings Americas

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH AND SUN VALLEY MIDDLE SCHOOLS
DIRECT DIGITAL CONTROLS UPGRADE**

This Contract for Direct Digital Controls (DDC) Upgrade at Sun Valley High School and Sun Valley Middle School (this "Contract") is made and entered into the 7th day of June, 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 Schneider Electric located at 7575 Westwinds Boulevard, Suite C, Concord, NC 28027; hereby, known as Schneider Electric, 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 provided in Attachment B in accordance to the terms and conditions listed herein.
- A.** Contractor shall fulfill all obligations listed in Proposal 11-0884S for Sun Valley High School (see Attachment B).
 - B.** Contractor shall fulfill all obligations listed in Proposal 11-089JS for Sun Valley Middle School with the exception of the Unit Ventilator replacement (see Attachment B). The \$7500.00 listed as Unit Ventilator will be considered Unit Price guarantee for the extent of this contract.
 - 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 C), sign and return with invoice.
 - E.** Contractor shall complete the NC Sales and Use Tax Certification Form (Attachment D) and return with invoice.
 - F.** Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
 - G.** Contractor and all Subcontractors shall be properly licensed in the state of North Carolina for a work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
 - H.** 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.
 - I.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on school property.
 - J.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters not to be used).
 - K.** Contractor is responsible for a turn-key project.
- II. Warranty.**
- A.** Contractor shall provide a minimum of one year warranty on materials, and labor.
 - B.** All products to be installed shall be new with a full manufacturer's warranty.
 - C.** Contractor shall transfer manufacturer's warranty to Union County Public Schools.
 - D.** All repairs shall be performed at no cost to UCPS. This includes, but not limited to, equipment, material, labor, supervision, travel.
 - E.** 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 completed no later than August 24, 2011.
 - B.** Contractor may work on business days 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
SUN VALLEY HIGH AND SUN VALLEY MIDDLE SCHOOLS
DIRECT DIGITAL CONTROLS UPGRADE**

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 \$513,500.00, subject to additions and deductions by approved Change Orders. All invoices received will be on net 30 terms. Attached to the final invoice shall be the signed copy of Union County Public School's Certification Form (Attachment C) and the required documentation listed within the scope of work (Attachment B). All submitted invoices shall have the completed NC Sales and Use Tax Certification Form (Attachment D). Failure to submit these documents with invoice may delay payment.
- B. Payment Allocations will be as follows:
- | | |
|-----------------------------------------------|--------------|
| a. Sun Valley High School | \$299,000.00 |
| b. Sun Valley Middle School | \$214,500.00 |
| c. Unit Price for Unit Ventilator Replacement | \$ 7,500.00 |
- C. Contractor may submit invoices on a monthly basis for work completed minus 5% retainage until 50% completion.
- D. 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. 6760.
- B. Jeff Berry is designated as the Project Coordinator for Schneider Electric and is fully authorized to act on behalf of the Contractor in connection with this Contract.
Telephone 704.363.1217.
- C. Penny Helms is designated as the Purchasing and Contract Coordinator for UCBOE.
Telephone 704-296-3160 ext. 6759.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH AND SUN VALLEY MIDDLE SCHOOLS
DIRECT DIGITAL CONTROLS UPGRADE**

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

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

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

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
SUN VALLEY HIGH AND SUN VALLEY MIDDLE SCHOOLS
DIRECT DIGITAL CONTROLS UPGRADE

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

SCHNEIDER ELECTRIC

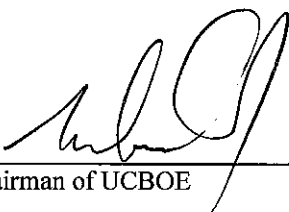
By: _____

Title: _____

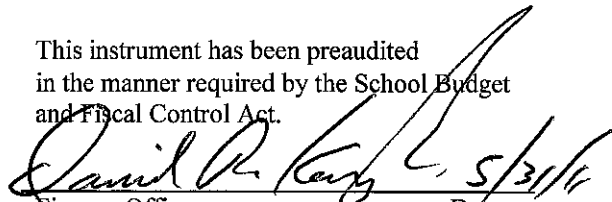
Date

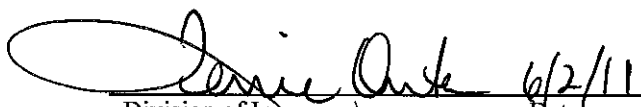
Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]


Chairman of UCBOE 6/7/11
Date

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


Finance Officer 5/31/11
Date


Division of Insurance
& Risk Management 6/2/11
Date

see attached

UCBOE Attorney Date

UNION COUNTY BOARD OF EDUCATION CONTRACT
PARKWOOD HIGH SCHOOL
DIRECT DIGITAL CONTROLS UPGRADE

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

SCHNEIDER ELECTRIC

By: _____

Title: _____

Date

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

or Social Security Number
[if Contract is with individual]

Chairman of UCBOE Date

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

Finance Officer Date

Division of Insurance & Risk Management Date

Michael R. DeF...
UCBOE Attorney Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2011

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 MARSH USA INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.CertRequest@marsh.com/ Fax: 212.948.4377	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID #:		
838732-TAC A-GAWU-11-12	DTERLI	
INSURER(S) AFFORDING COVERAGE		
INSURER A: New Hampshire Insurance Company		23841
INSURER B: N/A		N/A
INSURER C: National Union Fire Insurance Company		19445
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-004330472-08 **REVISION NUMBER:** 3

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			4406105	01/01/2011	01/01/2012	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 5,000,000
	<input checked="" type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY			3976805 (AOS)	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			3976803 (MA)	01/01/2011	01/01/2012	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS			3976804 (VA)	01/01/2011	01/01/2012	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			1597278	01/01/2011	01/01/2012	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 026150036 (TX)	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	WC 026150034 (CA)	01/01/2011	01/01/2012	E.L. EACH ACCIDENT	\$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
C	PROFESSIONAL E&O LIABILITY			16154699	01/01/2011	01/01/2012	EACH CLAIM	5,000,000
							AGGREGATE	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
UNION COUNTY PUBLIC SCHOOLS IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL AND AUTO LIABILITY PURSUANT TO POLICY TERMS AND CONDITIONS. EXCESS LIABILITY IS FOLLOW FORM.

CERTIFICATE HOLDER	CANCELLATION
UNION COUNTY PUBLIC SCHOOLS ATTN: PENNY HELMS 201 VENUS 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 of Marsh USA Inc. Sarah A. Stevenson

ADDITIONAL INFORMATION

NYC-004330472-08

DATE (MM/DD/YY)
05/25/2011

PRODUCER MARSH USA INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.CertRequest@marsh.com/ Fax: 212.948.4377		
838732-TAC A-GAWU-11-12	DTERLI	
INSURED SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. (FORMERLY TAC AMERICAS, INC.) 1650 WEST CROSBY ROAD CARROLLTON, TX 75006	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER G:	
	INSURER H:	
	INSURER I:	
	INSURER J:	

TEXT

ADDITIONAL NAMED INSURED INCLUDES THE FOLLOWING:

SCHNEIDER ELECTRIC BUILDINGS CRITICAL SYSTEMS, INC. (FORMERLY TAC-CRITICAL SYSTEMS, INC.)

ADDITIONAL POLICIES:

WORKERS COMPENSATION: 01/01/11 - 01/01/12

WC 026150040 (AR, DC, GA, HI, IL, IN, KS, KY, LA, MD, MO, MS, NC, NM, OK, PA, SC, SD, TN, VA) - Chartis Casualty Company
WC 026150037 (OR) - New Hampshire Insurance Company
WC 026150036 (MA, MN, ND, NY, WA, WI, WY) - New Hampshire Insurance Company
WC 026150039 (AL, AZ, CO, CT, DE, IA, ID, ME, MI, MT, NE, NH, NJ, NV, RI, UT, VT, WV) - New Hampshire Insurance Company
WC 026150035 (FL) - New Hampshire Insurance Company

OHIO ONLY EXCESS WORKERS COMP: 01/01/11 - 01/01/12

1192359- ILLINOIS NATIONAL INSURANCE COMPANY

EMPLOYERS LIABILITY

EACH ACCIDENT: \$4,000,000

DISEASE-POLICY LIMIT: \$4,000,000

DISEASE-EACH EMPLOYEE: \$4,000,000

SELF-INSURED RETENTION: \$1,000,000

CONTRACTORS PROFESSIONAL AND POLLUTION LIABILITY: 01/01/11 - 01/01/12

ECC4856780-00 - STEADFAST INSURANCE COMPANY

EACH CLAIM: \$5,000,000

AGGREGATE: \$5,000,000

SIR: \$500,000

CERTIFICATE HOLDER

UNION COUNTY PUBLIC SCHOOLS
ATTN: PENNY HELMS
201 VENUS STREET
MONROE, NC 28112

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Sarah A. Stevenson

