

UNION COUNTY PUBLIC SCHOOLS



FIRE ALARM UPGRADE
Multiple School Locations

1-9700057

BRACK ELECTRIC, INC.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
FIRE ALARM UPGRADE
MULTIPLE SCHOOL LOCATIONS**

This Contract for the Upgrade of Fire Alarm Systems at Multiple School Locations (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 Brack Electric, Inc. located at 6430 Oak Hill Road, Mint Hill, NC 28227; hereby, known as Brack Electric, 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 perform all requirements as stated within Attachment B and as listed herein.
- A. Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
 - B. Contractor shall fulfill the requirements listed within the UCPS Certification Form (**Attachment C**), sign and return with invoice.
 - C. Contractor shall complete the NC Sales and Use Tax Certification Form enclosed in the specifications and noted in the Union County Public Schools / Union County Agency Lease Agreement for Sales Tax Reimbursement (**Attachment D**) and return with each invoice.
 - D. Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
 - E. Contractor and all Subcontractors shall be properly licensed in the state of North Carolina for all work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
 - F. All representatives of Contractor shall dress appropriately for school environment and perform work in a professional manner. Failure to comply with this requirement could result in the representative being forced to leave the Owner's property. The determination of compliance will be the sole discretion of Union County Public Schools.
 - G. Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on school property.
 - H. Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
 - I. Contractor is responsible for a turn-key project.
- II. Commencement Date.
- A. Contractor may begin upon receipt of purchase order and must be completed within 182 consecutive calendar days.
 - B. The Contractor must work closely with the assigned UCPS Project Coordinator to ensure no disruption to school activities.
- III. 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.

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- 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.

IV. Obligations of UCBOE. The UCBOE agrees:

- A. For all services provided above, Contractor will be paid a total of \$175,254.00, subject to additions and deductions by approved Change Orders. Payment will be issued on net 30 terms.
- B. An allowance of \$25,000.00 is hereby added to this contract for unforeseen conditions. Contractor must receive authorization by the assigned UCPS Project Coordinator prior to using the allowance funds. Written documentation of allowance expenditures will be required. Contractor's failure to meet these obligations will allow UCPS to reject reimbursements of such expenses.
- C. The terms and conditions stated in this contract governs all other terms and conditions.

V. 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. JR Austin is designated as the Project Coordinator for UCBOE.
Telephone 704.296.3160 ext. 6789
- B. Keith Brack is designated as the Project Coordinator for Brack Electric, Inc., and is fully authorized to act on behalf of the Contractor in connection with this Contract.
Telephone 704.400.7764
- C. Penny Helms is designated as the Purchasing and Contract Coordinator for UCBOE.
Telephone 704-296-3160 ext. 6759.

VI. 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.

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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.

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

BRACK ELECTRIC, INC.

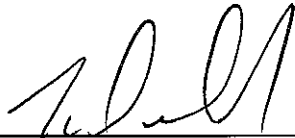
By: _____

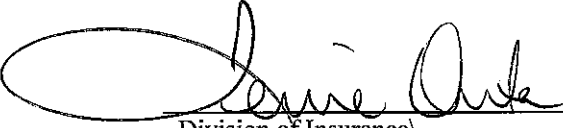
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Date

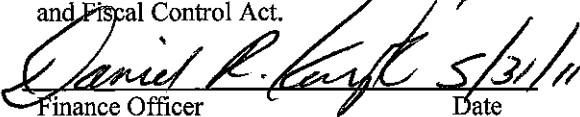
Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]


Chairman of UCBOE 6/7/11
Date


Division of Insurance
& Risk Management 5/26/11
Date

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


Finance Officer 5/31/11
Date

see attached
UCBOE Attorney Date

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

BRACK ELECTRIC, INC.

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. DeLeon

UCBOE Attorney Date 5/21/11