

UNION COUNTY PUBLIC SCHOOLS



KITCHEN RENOVATIONS

Marshville Elementary School
Unionville Elementary School

1-0000092

GODFREY CONSTRUCTION COMPANY

**UNION COUNTY BOARD OF EDUCATION CONTRACT
KITCHEN RENOVATIONS AT
MARSHVILLE ELEMENTARY SCHOOL
AND UNIONVILLE ELEMENTARY SCHOOL**

This Contract for Kitchen Renovations at Marshville Elementary School and Unionville Elementary 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 Godfrey Construction Company, Inc. PO Box 968, Monroe, NC 28111; hereby, known as Godfrey Construction Company, 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 supply all equipment, labor, materials, and supervision necessary to complete the Scope of Work as identified in Attachment B, including Base Bid, all four Alternates (1-1, 1-2, 2-1, 2-2, 2-3), and the drawings submitted with the bid documents.

Additional provisions:

- A.** Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
- B.** 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 within 24 hours of request.
- C.** 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.
- D.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on school property.
- E.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
- F.** Contractor is responsible for a turn-key project.

II. Warranty.

- A.** Contractor shall provide the warranty as stated within Attachment B, page 3.
- B.** Contractor shall transfer manufacturer's warranty to Union County Public Schools.
- C.** All repairs shall be performed at no cost to UCPS. This includes, but is not limited to, equipment, material, labor, supervision, and travel.
- D.** The warranty period begins upon date of Substantial Completion.

III. Commencement Date.

- A.** Contractor may proceed upon receipt of purchase order. Access to the site(s) will begin on June 20, 2011. The project must be Substantially Complete at Marshville Elementary School by July 29, 2011 and by August 12, 2011 at Unionville Elementary School. Contractor must be finally complete at both sites by August 19, 2011.
- B.** Contractor may work on business days during the hours of 8:00 am through 5:00 pm providing no disruption to school's activities. All work shall be coordinated with the UCPS Project Representative.

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IV. Damages.

- A. Liquidated Damages.** The damages that UCPS will encounter if job is not completed by the time identified herein (see III, A), 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 the Contract Sum of Three Hundred, Thirty-Five Thousand, Seventy-Nine Dollars (\$335,079) subject to additions and deductions by approved Change Orders. All requests for payment received will be on net 30 terms.
Payment is enumerated as follows:
- B. Base Bid: \$282,000**
- C. Alternate No.1-1: \$10,500**
(Replace acoustical ceiling and light fixtures at Marshville Elementary School)
- D. Alternate No.1-2: \$3,429**
(Replace existing FRP wall finish at dish table with new stainless steel wall finish at Marshville Elementary School)
- E. Alternate No.2-1: \$19,000**
(Replace floor slab and structure under walk in units at Unionville Elementary School)
- F. Alternate No.2-2: \$4,750**
(Replace existing FRP wall finish at dish table with new stainless steel wall finish at Unionville Elementary School)
- G. Alternate No.2-3: \$15,400**
(Install ventilation system in crawl space under kitchen at Unionville Elementary School)
- H. Allowances (to be included in the Contract Sum):**
Allowance No. 1 – Unforeseen Allowance **\$30,000.00**
The allowance has been included in the Contract Sum 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.
- I.** Contractor to submit requests for payment using AIA Document G702 Application and Certification for Payment. Requests are due to the owner by the 25th of the month for work completed in the previous period. All Application for Payment shall have the completed NC Sales and Use Tax Certification Form. Failure to submit these documents with the Application may delay payment. Retainage will be held in accordance to the North Carolina General Statute 143-134.1. Attached to the final Application shall be the signed certifications included within Attachment C.
- J.** The terms and conditions stated in this contract govern all other terms and conditions.

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VI. Project Coordinators.

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

- A. David Pope, AIA Assistant Director, Planning and Construction, is designated as the Owner Representative for UCBOE.
Telephone 704.296.3160 ext. 6752.
- B. Hoss Hinson is designated as the Contractor's Project Coordinator for Godfrey Construction Company, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract.
Telephone 704.361.2299
- C. Penny Helms is designated as the Purchasing and Contract Coordinator for UCBOE.
Telephone 704-296-3160 ext. 6759.

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

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

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.

Property Insurance – The Contractor is to provide Property Insurance (Builders Risk and a single Installation Floater for all his Sub-Contractors or an Inland Marine 'All Risk' form). Insurance shall be written on the Commercial Property Special form or an Inland Marine 'All Risk' form to cover 100% of the value of the completed work. He shall furnish a Certificate of Insurance and furnish a copy of the actual policy to the owner prior to but no later than his first request for

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payment, not to exceed 45 days from award of contract or Notice to proceed whichever comes first.

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. Insurance coverage shall be listed on the standard Accord Certificate of Liability Insurance Form.

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.

VIII. Bonds- The Contractor shall furnish the following:

Performance Bond and a Labor and Material Payment Bond: Furnish each in the amount of 100% of the Contract Sum, executed by a surety company licensed to do business in the State where the Project is located and who shall be acceptable to the UCBOE. The form of the Performance Bond and the Labor and Material Payment Bond shall be executed by an Attorney-In-Fact. There shall be attached to each copy of the bonds a certified copy of Power of Attorney properly executed and dated. Each copy of the bond shall be counter-signed by an authorized individual agent of the surety company licensed to transact business in North Carolina. The title "Licensed Residence Agent" shall appear after the signature. The seal of the surety company shall be impressed on each copy of the Bond. The Contractor's signature on the Performance Bond and on the Labor and Material Payment Bond shall correspond to the signature of the Contractor.

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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AND UNIONVILLE ELEMENTARY SCHOOL

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

Godfrey Construction Company, Inc.

By: _____

Title: _____

Date

Contractor's Federal Identification # [if Contract is with Organization] or Social Security Number [if Contract is with individual]

[Signature] 6/7/11
Chairman of UCBOE Date

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

[Signature] 5/31/11
Finance Officer Date

[Signature] 5/26/2011
Division of Insurance & Risk Management Date

see attached.
UCBOE Attorney Date

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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.

Terrie Oster 5/26/2011

Division of Insurance & Risk Management Date

Finance Officer Date

Michael A. DeFina 5/31/11

UCBOE Attorney Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID: D4

DATE (MM/DD/YYYY)

06/02/11

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 Robbins & Associates Insurance Agcy., Inc. P O Box 1458 Monroe, NC 28111 Donna B Moore	704-226-1300	CONTACT NAME:	
	704-226-1320	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	GODFR-3
		INSURER(S) AFFORDING COVERAGE	
INSURED Godfrey Construction Company, Jill Hinson PO Box 968 Monroe, NC 28111	INSURER A:	Selective Ins. Co. of SC	19259
	INSURER B:	CompTrustAGC	13162
	INSURER C:		
	INSURER D:		
	INSURER E:		
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		S1629545	01/01/11	01/01/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY		S1629545	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB		S1629545	01/01/11	01/01/12	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC1000016912010A	07/01/10	07/01/11	<input checked="" type="checkbox"/> WVC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$ 500,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
A	Leased Equipment		S1629545	01/01/11	01/01/12	Equipment	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All policies have 30 days notice of cancellation except for nonpayment of premium (10 days).

Union County Board of Education is named as additional insured with regards to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION****UNIOCOP**

Union County Public Schools
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

Donna B Moore

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/02/2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Robbins & Associates Insurance Agcy., Inc. P O Box 1458 Monroe, NC 28111 Donna B Moore		PHONE (A/C, No, Ext): 704-226-1300	COMPANY Selective Ins. Co. of SC	
FAX (A/C, No): 704-226-1320	E-MAIL ADDRESS:			
CODE: 07259	SUB CODE:			
AGENCY CUSTOMER ID #: GODFR-3				
INSURED Godfrey Construction Company, Jill Hinson PO Box 968 Wingate, NC 28111		LOAN NUMBER	POLICY NUMBER S1629545	
		EFFECTIVE DATE 06/15/11	EXPIRATION DATE 12/15/11	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 515 North Elm Street Marshville, NC 28103	Marshville Elementary Kitchen Renovations
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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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk-Marshville Kitchen Renovations	\$150,000	\$1,000
Builders Risk-Unionville Kitchen Renovations	\$200,000	\$1,000

REMARKS (Including Special Conditions)

All policies have 30 days notice of cancellation except for nonpayment of premium (10 days)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Union County Public Schools 201 Venus Street Monroe, NC 28112	<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Donna Robbins</i>	

EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE

DATE(MM/DD/YY)

06/02/2011

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PROPERTY INFORMATION

LOCATION/DESCRIPTION
4511 Unionville Road
Monroe, NC 28110
Unionville Elementary Kitchen
Renovations

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

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PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Godfrey Construction Company, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

Union County Public Schools

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of Amount Bid

Dollars (\$ 5% Of Bid),

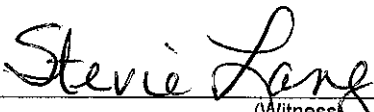
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Kitchen Renovations to Marshville Elementary and Unionville Elementary Schools

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 hereof 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 24th day of May, 2011.



(Witness)

Godfrey Construction Company, Inc.

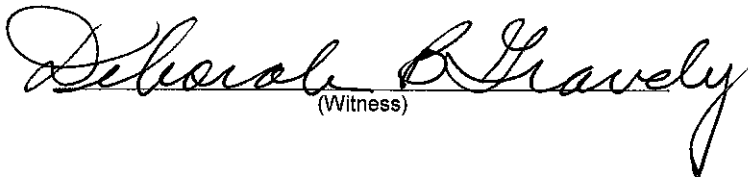
(Principal)

(Seal)

By: 

VP

(Title)



(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

By: 

Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert C. Boyd; Deborah B. Gravely; Harley L. Henderson; Craig R. Hansen; Sandra L. Stone; Phillip F. Alexander; Carolyn R. Smith;

Patricia L. Roney and/or Debbie H. Davis of Charlotte, North Carolina its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly Vice President

STATE OF OHIO) ss: COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 24th day of May, 2011



Gregory J. Schilder Secretary

**Affidavit UCPS – MBE.2A – Listing of the Good Faith Effort
Union County Public Schools
(Attach to bid)**

Affidavit of Godfrey Construction Company, Inc
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive (1 NC Administrative code 30 I.0101)

- 1 –(10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2.-(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 –(15) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 –(10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 –(10 pts) Attended prebid meetings scheduled by the public owner.
- 6 –(20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 –(15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 –(25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 –(20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 –(20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

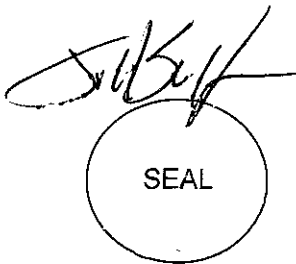
In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5-26-2011 Name of Authorized Officer: Hoss Hinson

Signature: [Signature]

Title: VP



State of North Carolina, County of Union
Subscribed and sworn to before me this 26 day of May 2011
Notary Public Jill Self
My commission expires June 19, 2011