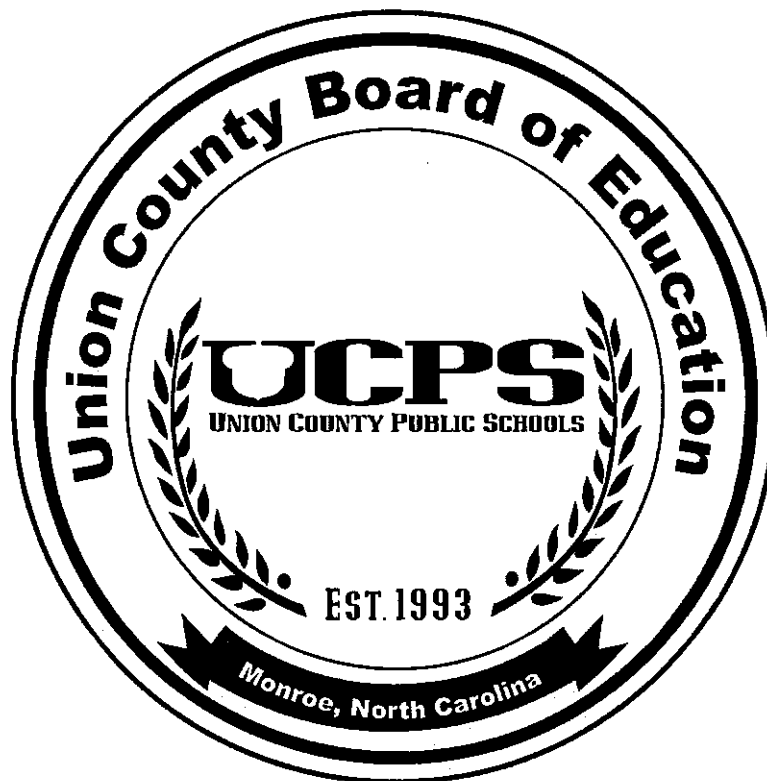


UNION COUNTY PUBLIC SCHOOLS



Piedmont High School Track Replacement

CONTRACT

**UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK REPLACEMENT**

This Contract for Piedmont High School Track Replacement (this "Contract") is made and entered into the Seventh (7th) day of January, Two Thousand and Eleven (2011) between The Union County Board of Education (UCBOE) as agent for Union County, administering the Union County Public Schools (UCPS), located at 400 North Church Street, Monroe, North Carolina 28112 and Carolina Sitework, Inc. located at 300 Wade Drive, China Grove, NC 28023; hereby, known as Carolina Siteworks, Inc., or Contractor for and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- I. Obligations of Contractor.** The Contractor agrees to furnish all equipment, labor, materials and supervision necessary to complete the Scope of Work identified in **Attachment B** and the following Contract Documents:
Drawings: See **Attachment E**.
Specifications: See **Attachment E**
Addenda:
Additional provisions:
- 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 (Attachment D) and return with 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 a 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. 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, travel.
 - D.** The warranty period begins upon date of Substantial Completion.
- III. Commencement Date.**
- A.** Contractor may proceed upon receipt of Notice to Proceed and must be completed within 8 weeks from this Notice.
 - 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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK 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 the date of Substantial Completion. Substantial Completion means the Contractor has fulfilled the scope of work and requirements pertaining to this project and that the project may be used for the purpose intended. Substantial Completion must be with approval of Union County Public Schools. Extended time must be requested in writing to the Project Representative 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 Representative 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 Architect for review.

V. Obligations of UCBOE. The UCBOE agrees:

- A.** For all services provided above, Contractor will be paid the Contract Sum of **\$308,913.00** (**Three Hundred, Eight Thousand, Nine Hundred, Thirteen and no/100 Dollars**) 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: _____ **\$ 306,413.00**

Alternate # 1 (Metal bollard enclosure) _____ **\$Not Accepted**

Alternate # 2 (Additional time to hold proposal cost) _____ **\$ 2,500.00**

C. UNIT PRICES: Owner Established

1) Unsuitable Soil Replacement (Mechanical Removal)	(per cubic yard)	<u>\$20.00</u>
2.) Unsuitable Soil Replacement (Manual Removal)	(per cubic yard)	<u>\$50.00</u>
3.) Trench Rock Replacement	(per cubic yard)	<u>\$135.00</u>

UNIT PRICES: Contractor Established

1) Asphalt Paving System	(per sq. yard)	\$ 21.09
2.) Four layer SBR finish course	(per sq. yard)	\$ 15.41
3.) 1 ½" Asphalt Topping over existing stable paving	(per sq. yard)	\$ 9.00
4.) Compacted ABC Stone	(per cubic yard)	\$ 50.00
5.) Compacted #57 Stone	(per cubic yard)	\$ 60.00
6.) Undercut existing unsuitable soil	(per cubic yard)	\$ 25.00
7.) 4" Concrete paving with reinforcement	(per sq. yard)	\$ 27.54

D. ALLOWANCES (to be included in the Contract Sum):

Allowance No. 1 – Unforeseen Allowance **\$15,000.00**

- E.** Contractor to submit requests for payment using AIA Document G702 Application and Certification for Payment. Requests are due to the architect by the 25th of the month for work completed in the previous period. All Applications for Payment shall have the completed NC Sales and Use Tax Certification Form (Attachment D). Failure to submit these documents with the Application may delay payment. The Application shall include a retainage of 5% of the outstanding payment. This retainage will be withheld until 50% completion. Retainage will be paid to the Contractor upon Final Completion. Attached to the final Application shall be the signed copy of Union County Public School's

**UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK REPLACEMENT**

Certification Form (Attachment C) and the required documentation listed within the scope of work (Attachment B).

F. The terms and conditions stated in this contract govern all other terms and conditions.

VI. Project Representatives

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

A. David D. Pope, AIA Assistant Director, Planning and Construction, is owner representative for UCBOE.

Telephone 704.296.5960 ext.2164

B. William Harrington is designated as the Contractor's Project Manager for Carolina Siteworks, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract.

Telephone 704-855-7483

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:

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.**

**UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK REPLACEMENT**

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 ACORD 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:

A Performance Bond and a Labor and Material Payment Bond, 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 Labor and Material Payment Bond shall be subject to approval by the UCBOE. Attach one copy of each bond to each of the contracts.

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 on the Contract."

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

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

CAROLINA SITEWORKS, INC. Contractor

By: J.D. Sule

Title: President

26 Jan 2011
Date

56-2129675

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

or Social Security Number
[if Contract is with individual]

[Signature]
Chairman of UCBOE

3/1/11
Date

[Signature]
Division of Insurance
& Risk Management

2-14-11
Date

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

[Signature]
Finance Officer

2/23/11
Date

UCBOE Attorney

Date

UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK REPLACEMENT

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 ACORD 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.

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26 Jan 2011
Date

56-2129675

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.

Division of Insurance
& Risk Management

Date

Finance Officer

Date

Michael R. Self
UCBOE Attorney

2/9/11
Date

UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK 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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK REPLACEMENT**

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK REPLACEMENT**

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
PIEDMONT HIGH SCHOOL TRACK REPLACEMENT**

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.

**UNION COUNTY PUBLIC SCHOOLS
INVITATION TO BID/REQUEST FOR PROPOSALS**

ATTACHMENT B

TITLE: Piedmont High School Track Replacement

USING AGENCY: Union County Public Schools
ISSUE DATE: November 16, 2010
ISSUING AGENCY: UNION COUNTY PUBLIC SCHOOLS
PLANNING AND CONSTRUCTION DEPARTMENT

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 pm on November 30, 2010** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE UNION COUNTY PUBLIC SCHOOLS ADDRESS AS SHOWN BELOW:

DELIVERED BY US POSTAL SERVICE

UNION COUNTY PUBLIC SCHOOLS
PLANNING AND CONSTRUCTION DEPARTMENT
201 VENUS STREET
MONROE, NC 28112

Bids submitted electronic means in response to this Request for Proposals will not be acceptable.

Direct all inquiries concerning this RFP to:

DAVID D. POPE, AIA
ASSISTANT DIRECTOR
PLANNING AND CONSTRUCTION DEPARTMENT
UNION COUNTY PUBLIC SCHOOLS
201 VENUS STREET
MONROE, NC 28112
david.pope@ucps.k12.nc.us

Pre- bid Meeting:

A mandatory site visit is scheduled for 2:00 PM on Monday, November 22, 2010 at Piedmont High School located at 3006 Sikes Mill Road, Monroe NC 28110. Prospective bidders will meet in the office first. All addenda must be in writing. Bidders bidding otherwise will do so at their own risk.

Introduction:

It is the intent of Union County Public Schools to contract for construction of a new track replacement at Piedmont High School. This replacement will involve removal of the existing asphalt track and substrate, installation of new asphalt base for track and track surfacing. Additional grading will be required to remediate existing grades. New storm drainage and concrete pavement will also be involved.



Scope of Work

Base Bid:

Contractor shall furnish all equipment, material, labor, supervision and travel necessary to provide fulfill the Scope of Work as indicated within the drawings and specifications and addenda prepared by Ramsey Burgin Smith Architects.

ALTERNATE #1 -

Removable Bollard System:

Furnish and install removable bollard system including chain and concrete footings as indicated on the drawings.

ALTERNATE #2 -

Hold Pricing for 90 days:

Indicate the additional cost to begin construction as late as 90 days following the bid date.

Additional Requirements

Contractor shall fulfill the following requirements:

Contractor shall fulfill all requirements listed within the UCPS Certification Form.

Contractor shall complete the Contractor Information and Subcontract Information Forms.

Contractor shall receive approval for all subcontractors.

Contractor shall comply with the Jessica Lunsford Act

Contractor shall be responsible for damages to the property of Union County Public Schools and shall report such damage immediately to the UCPS Project representative.

Contractor shall clean project area on a daily basis and dispose all debris off Union County Public School's property.

Contractor shall safeguard the project area at all times.

Contractor shall be responsible for all measurements

Duration of Project

Contractor shall begin ordering the materials upon receipt of Notice to Proceed.

Contractor shall be Substantially Complete no later than 8 weeks after receipt of Notice to Proceed.

Contractor may work during normal business hours (8:00 AM to 5:00 PM)

The Owner and Vendor recognize that time is of the essence to this Agreement and that the Owner will suffer financial loss if the work is not completed within the times specified in this IFB. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the Owner for each day in excess of the term allowed for completion of the Work, the sum of \$500.00 as liquidated damages.

All work pertaining to this project shall be coordinated between the assigned Contractor's Project Representative and the UCPS Project Representative. The Contractor's Project 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 in advance to with notification of the new Project Representative's name and contact information.

Warranty

Contractor shall provide the minimum warranties listed below:

Contractor shall provide a minimum of 1 year warranty on the entire project to include, but not limited to, materials, workmanship, and functionality of project and transfer any manufacturer's warranty extending past the 1 year minimum requirement to Union County Public Schools.

Contractor shall effectively replace all products that fail within the one year period with products of the same or equal quality and functionality within 48 hours of notification. If the required parts are unavailable to meet this time-frame, the Contractor shall inform the UCPS Project Representative of the status of repair/replacement every 48 hours.

Contractor shall fulfill all requirements listed on the UCPS Certification Form

All required work under warranty shall be a no cost to Union County Public Schools to include, but not limited to the following:

Material and Labor Cost

Equipment Cost

Travel Cost

Qualifications

Contractor shall meet the following requirements:

Contractor shall have a minimum of 5 years of experience doing work of this type and size. References of experience shall be submitted within 24 hours of request.

Contractor shall be properly licensed to perform project as detailed herein.

All subcontractors must be approved by Union County Public Schools.

Contractors shall meet the insurance requirements as listed within section 16 of the North Carolina General Contract Terms and Conditions.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A pre- bid conference and/or deadline for written questions is set. (See cover sheet of this RFP for details.)

ONE-STEP:

3. Proposals in one original and 2 copies will be received from each bidder in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered. Bidder to complete Form of Proposal listed on page 5 following.
4. All proposals must be received by the Union County Public Schools no later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the bidder and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an bidder's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the bidder and its staff, and cost. Award of a contract to one bidder does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to union County Public Schools.



FORM OF PROPOSAL

Piedmont High School Track Replacement

By submitting this proposal, the bidder certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The bidder has visited the site and is aware of prevailing conditions associated with performing these services.

The bidder can and will provide the specified performance bond or alternate performance guarantee.

The bidder has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Carolina Siteworks, Inc.
P.O. Box 280
China Grove, NC 28023

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days from the date of the opening, to furnish the subject services for a cost not to exceed

Base Bid

\$ 306,413.00 (TOTAL)

Alternate # 1 (Removable Bollard System)

\$ 67,000.00 (TOTAL)

Alternate #2 (Hold Price for 90 Days)

\$ 2,500.00 (TOTAL)

UNIT PRICES: Owner Established (Contractor agrees to accept these unit prices for work as noted)

- 1) Unsuitable Soil Replacement (Mechanical Removal) (per cubic yard) \$20.00
- 2.) Unsuitable Soil Replacement (Manual Removal) (per cubic yard) \$50.00
- 3.) Trench Rock Replacement (per cubic yard) \$135.00

UNIT PRICES: Contractor Established

- 1) Asphalt Paving System (per sq. yard) \$ 21.09
- 2.) Four layer SBR finish course (per sq. yard) \$ 15.41
- 3.) 1 1/2" Asphalt Topping over existing stable paving (per sq. yard) \$ 9.00
- 4.) Compacted ABC Stone (per cubic yard) \$ 50.00
- 5.) Compacted #57 Stone (per cubic yard) \$ 60.00
- 6.) Undercut existing unsuitable soil (per cubic yard) \$ 25.00
- 7.) 4" Concrete paving with reinforcement (per sq. yard) \$ 27.54

ALLOWANCES (to be included in the Contract Sum):

Allowance No. 1 - Unforeseen Allowance \$15,000.00

BIDDER: CAROLINA SITEWORKS, INC.
ADDRESS: PO Box 280
CITY, STATE, ZIP: CITINA GROVE NC 28023
TELEPHONE NUMBER: 704-855-7483 FAX: 704-855-9676
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 56-2129675
E-MAIL: darrell@carolina site works inc. com
Principal Place of Business if different from above :

BY: J. D. Shell TITLE: PRESIDENT DATE: 12-6-10
(Signature)
J. D. SHELL
(Typed or printed name)

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of a bidder's response will be waived and have no effect either on this Request for Proposal or on any contract that may be awarded resulting from this solicitation. Bidder specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** UCPS shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; UCPS will not reimburse any bidder for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the bidder agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or Union County Public Schools, government or private, until after the award of the contract. Bidders not in compliance with this provision may be disqualified, at the option of the UCPS from contract award. Only discussions authorized by the Union County Public Schools are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidders shall become the property of the Union County Public Schools when received.
11. **BIDDER'S REPRESENTATIVE:** Each bidder shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Bidder's may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the bidder does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the Union County Public Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by Union County Public Schools resulting from this solicitation, they must submit a written request to the issuing procurement officer at the address of the Union County Public Schools. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. All protests will be handled pursuant to the North Carolina law.
16. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval of Union County Public Schools. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the UCPS shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of UCPS become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by UCPS by virtue of any breach of this agreement, and UCPS may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the UCPS from such breach can be determined.

In case of default by the Contractor, UCPS may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. UCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the system.

In addition, in the event of default by the Contractor under this contract, UCPS may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the System has with the Contractor, and de-bar the Contractor from doing future business with the System.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, UCPS may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with UCPS and de-bar the Contractor from doing future business.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
6. **TERMINATION:** UCPS may terminate this agreement at any time by 15 day notice in writing from UCPS to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of UCPS become its property. If the contract is terminated by the UCPS as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct Application for Payment(s) in accordance with any special payment schedule identified in this RFP. UCPS is responsible for all payments to the contractor under the contract.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to UCPS for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of UCPS.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse UCPS for loss or damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** UCPS shall have access to persons and records as a result of all contracts or grants entered into by UCPS. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, UCPS may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate UCPS to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as



required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. If the Contractor is not an individual the policy limits of such insurance shall not be less than \$1,000,000.00 combined single limit each person/each occurrence. If Contractor is an individual the minimum combined single limit shall be \$100,000.00 each person /\$300,000.00 each accident bodily injury and \$50,000.00 each accident property damage; \$150,000.00 uninsured/underinsured motorist, \$1000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

- 17. **ADVERTISING:** The bidder shall not use the award of a contract as part of any news release or commercial advertising.
- 18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the bidder's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by UCPS and the Contractor. All amendments will be by fully executed Change Order.
- 20. **TAXES:** Contractor will document all sales tax paid on this project on the State County Sales /Use Tax Statement Certification with submittal of each month's Application for Payment.
- 21. **GENERAL INDEMNITY:** The contractor shall hold and save UCPS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that UCPS has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against UCPS agents who are involved in the delivery or processing of contractor goods to UCPS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
- 22. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the UCPS department responsible for the contract.

Vendor must give notice to UCPS of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

Attachment C -Union County Public Schools Certification Form

PROJECT: Piedmont High School Track Replacement

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		
CLOSE OUT DOCUMENTS INCLUDING WARRANTY ON ALL PRODUCTS AND LABOR, AIA DOCUMENT G706 AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, AIA DOCUMENT G706A AFFIDAVIT OF RELEASE OF LIENS , AIA DOCUMENT G707 CONSENT OF SURETY TO FINAL PAYMENT	X		
OPERATIONS AND MAINTENANCE BOOKS	X		

ADDITIONAL COMMENTS

Signature

(Acknowledging all requirements have been met)

Date

This form must be attached to Final Certificate for Payment before payment will be issued.

Attachment D

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

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

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

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

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

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

Union County Public Schools tax form instructions and State & County Sales/use tax Statement & Certification are included in the Specifications.

Attachment E

Drawings- Drawings comprising this Contract are:

- | | |
|------|---|
| C1.0 | Civil/Track Renovation/Grading & Erosion Control Plan |
| C2.0 | Civil Details |
| S1 | Site Plan Demo and Layout |
| S2 | Track Layout and Sections |

Specifications - comprising this Contract as issued in Piedmont High School Track Replacement Manual dated November 2010.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KH

DATE (MM/DD/YYYY)

01/21/11

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 Central Carolina Insurance 317 Jake Alexander Blvd. S. P O Box 4078 Salisbury, NC 28145-4078 John A. Drye INSURED Carolina Siteworks, Inc. Attn: Darrell Shell PO Box 280 China Grove, NC 28023	704-636-5311 704-636-7141	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CARO-22	INSURER(S) AFFORDING COVERAGE INSURER A : The Cincinnati Insurance Co. INSURER B : Builders Mutual Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 10677 10844
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

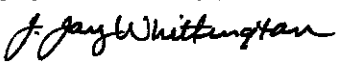
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	CPP 3656356	07/30/08	07/30/11	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
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CPA 3656356	07/30/10	07/30/11	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 checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CPP 3656356	07/30/08	07/30/11	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					
	<input checked="" type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WCP1003799	07/30/10	07/30/11	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Driveway, Parking Area or Sidewalk Paving. Union County Public Schools is an additional insured under general liability form GA233 per contractually required.

CERTIFICATE HOLDER**CANCELLATION**

UNIONPS Union County Public Schools David Pope 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 
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THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 4-074-445

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Carolina Siteworks, Inc.

300 Wade Drive

China Grove, NC 28023

OWNER (Name and Address):

Union County Public Schools
Planning and Construction Department

201 Venus Street

Monroe, NC 28112

SURETY (Name and Principal Place of Business):

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

CONSTRUCTION CONTRACT

Date:

Amount: \$308,913.00 Three Hundred Eight Thousand Nine Hundred Thirteen Dollars and 00/100

Description (Name and Location): Piedmont High School Running Track Replacement

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$308,913.00 Three Hundred Eight Thousand Nine Hundred Thirteen Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Carolina Siteworks, Inc.

SURETY

Company:

(Corporate Seal)

The Ohio Casualty Insurance Company

Signature: T. D. Gull

Name and Title:

President

Signature: Ramona Fewell

Name and Title: Ramona Fewell
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

Marsh & McLennan Agency LLC (MMA) - Rutherford Division
6230 Fairview Road, Suite 230
Charlotte, NC 28210

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 4-074-445

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Carolina Siteworks, Inc.

(Here insert full name and address or legal title of Contractor)

300 Wade Drive China Grove, NC 28023

as Principal, hereinafter called Principal, and, The Ohio Casualty Insurance Company

(Here insert full name and address or legal title of Surety)

175 Berkeley Street, Boston, MA 02116

as Surety, hereinafter called Surety, are held and firmly bound unto Union County Public Schools Planning and Construction Department

(Here insert full name and address or legal title of Owner)

201 Venus Street Monroe, NC 28112

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Three Hundred Eight Thousand Nine Hundred Thirteen Dollars and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 308,913.00

),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____
for _____

(Here insert full name, address and description of project)

Piedmont High School Running Track Replacement

_____, entered into a contract with Owner

in accordance with Drawings and Specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

ATTEST:

By:

(Witness)

Carolina Siteworks, Inc.

(Principal)

(Seal)

By:

T. D. Sullivan President

(Title)

WITNESS:

By:

Angela Yount

(Witness)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By:

Ramona Fewell

(Title) Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 43-663

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **Martin D. Pallazza, Bradford W. Gibson, Debra S. Ritter, Ramona Fewell, Raymond J. Garruto or Angela M. Yount of Charlotte, North Carolina** its true and lawful agent (s) and attorney (s)-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, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **4th day of August, 2010**.



J. Timothy D'Errico

J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **4th day of August, 2010** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **J. Timothy D'Errico, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9: **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof.

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this _____ day of _____, _____



Mark S. Schmidt

Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.