

UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department (2) Finance (3) Attorney (4) Information Systems (5) Risk Management (6) BOE (7) Superintendent

DEPARTMENT

Party/Vendor Name: P. C. Godfrey, Inc.

Party/Vendor Contact Person: Gary Stephens Contact Phone: 704.334.8604

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address 1816 Rozzells Ferry Road City: Charlotte State: NC Zip: 28208

Department: Maintenance Department Amount: \$174,800.00

Purpose: Sun Valley High School's Boiler Replacement

Budget Code(s) (put comma between multiple codes): 4.9015.759.523.360

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: _____

This document has been reviewed and approved by the Department Head as to technical content.

Project Manager [Signature] Date: 8/20/10

Assistant Maintenance Director [Signature] Date: 8-20-10

Executive Director of Facilities [Signature] Date: 8-20-2010

Division Assistant Superintendent Signature [Signature] Date: 8-23-10

Type of Contract: ☐ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: _____

Attached Documentation: ☐ Bid Tabulation ☐ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: [Signature] Date: 8/24/2010

RISK MANAGEMENT

Date Received _____

Include the following coverage: ☐ CGL ☐ Auto ☐ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required

Hold Contract pending receipt of Certificate of Insurance ☐ Notes: _____

Risk Manager's Signature [Signature] Date: 8/25/10

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received _____

(Applicable only for hardware/software purchase or related Information Technology services) ☐ Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature _____ Date: _____

BUDGET AND FINANCE

Date Received _____

Yes ☒ No ☐ Sufficient funds are available in the proper category to pay for this expenditure. \$ 174,800.00

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature [Signature] Date: 8/25/10

ATTORNEY

Date Received _____

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☐ Yes ☐ No

Attorney's Signature: see attached Date: _____

UCPS SUPERINTENDENT

Date Received _____

This document has been reviewed and approved by the UCPS Superintendent.

☒ Yes ☐ No

Superintendent's Signature [Signature] Date: 8/30/10

BOARD OF EDUCATION

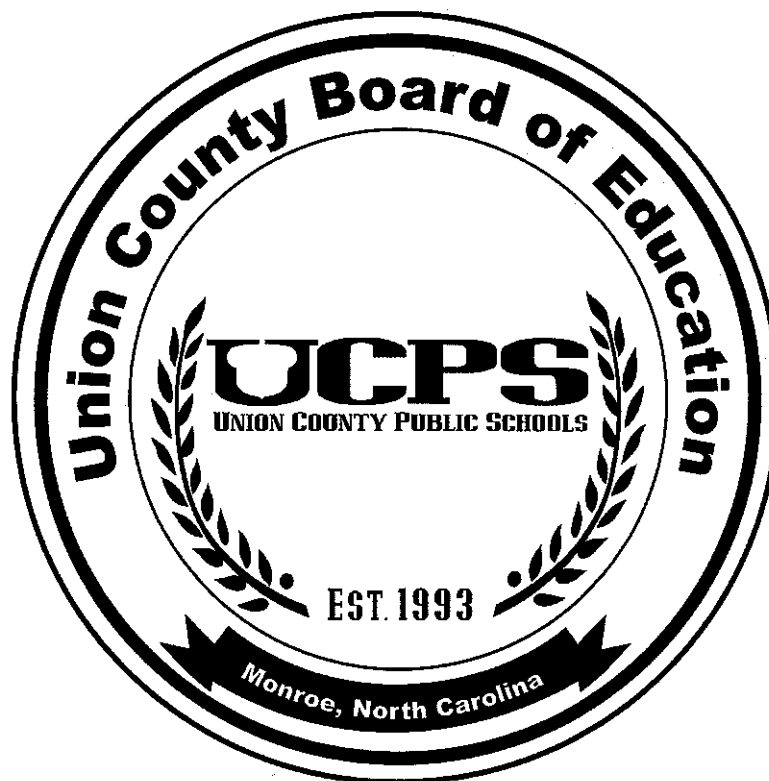
Agenda Date: _____

Date Received _____

☐ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of _____

Board Of Education Chairman Signature _____ Date: _____

UNION COUNTY PUBLIC SCHOOLS



**Boiler Replacement
Sun Valley High School**

1-9736018

P. C. Godfrey, Inc.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT**

This Contract for boiler replacement at Sun Valley High School (this "Contract") is made and entered into the 20th day of August 2010 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 P.C. Godfrey, Inc., 1816 Rozzells Ferry Road, Charlotte, NC 28208; hereby, known as P.C. Godfrey, 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 as Alternate 1 of Attachment B.
- A.** Contractor shall perform the replacement by using equipment meeting the specifications listed in Alternate 1. All equipment must be preapproved by the UCPS Project Coordinator.
 - B.** Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
 - C.** Contractor shall fulfill the requirements listed within the UCPS Certification Form (Attachment C), sign and return with invoice.
 - D.** Contractor shall complete the NC Sales and Use Tax Certification Form (Attachment D) and return with invoice.
 - E.** Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
 - F.** 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.
 - G.** 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.
 - H.** Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on school property.
 - I.** Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters not to be used).
 - J.** Contractor is responsible for a turn-key project.
- II. Warranty.**
- A.** Contractor shall provide a minimum of 1 year warranty on all materials and workmanship of project.
 - 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 not limited to, equipment, material, labor, supervision, travel.
 - D.** The warranty period begins upon date of acceptance by UCPS.
- III. Commencement Date.**
- A.** Contractor may proceed upon receipt of purchase order and must be completed within 75 (seventy-five) consecutive calendar days.
 - B.** All work pertaining to this project shall be coordinated between the assigned Contractor's Project Coordinator and the UCPS Project Coordinator.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT**

IV. Damages.

- A. Liquidated Damages.** The damages that UCPS will encounter if job is not completed by the time specified in Attachment B, will allow liquidated damaged (not penalty) of \$500.00 per day until date of completion. Completion means the Contractor has fulfilled the scope of work and requirements pertaining to this project and has received approval of Union County Public Schools. Extended time must be requested in writing to the Purchasing and Contracting Coordinator for Union County Public Schools listed herein.
- B. Property Damages.** Contractor is responsible for all damages to Union County Public School's Property. Immediately upon recognition of such damage, the contractor shall contact the UCPS Project Coordinator listed herein and also provide documentation of damage to the Purchasing and Contract Coordinator for Union County Public Schools.
- C. Change Orders.** Contractor shall submit change order requests to the Purchasing and Contract Coordinator for Union County Public Schools.

V. Obligations of UCBOE. The UCBOE agrees:

- A.** For all services provided above, Contractor will be paid \$174,800 on net 30 terms, subject to additions and deductions by approved Change Orders. Attached to the invoice shall be the signed copy of Union County Public School's Certification Form (Attachment C), the completed NC Sales and Use Tax Certification Form (Attachment D) and the required documentation listed within the scope of work (Attachment B). Failure to submit these documents with invoice may delay payment.
- B.** The terms and conditions stated in this contract governs all other terms and conditions.

VI. Project Coordinators

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

- A.** Tony Wentz is designated as the Project Coordinator for UCBOE.
Telephone 980.522.0827.
- B.** Gary Stephens is designated as the Project Coordinator for P. C. Godfrey, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract.
Telephone 704.334.8604.
- C.** Penny Helms is designated as the Purchasing and Contract Coordinator for UCBOE.
Telephone 704-296-3160 ext 893.

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

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT**

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

Commercial General Liability - The Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for contractual liability. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. If the Contractor is an individual, the policy limits of such insurance shall not be less than \$300,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance - If applicable to the Contractor, the Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

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

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

Failure to furnish insurance certificates or to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT**

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

P. C. GODFREY, INC.

By: Charles L. Godfrey

Title: President

9/15/2010
Date

56-0494928

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

or Social Security Number
[if Contract is with individual]

[Signature]
Chairman of UCBOE

9/7/10
Date

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

[Signature]
Finance Officer

8/25/10
Date

[Signature]
Division of Insurance
& Risk Management

8/25/10
Date

see attached
~~UCPS General Counsel~~

Date

UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT

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

P. C. GODFREY, INC.

By:

Title:

56-0494928

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

or Social Security Number
[if Contract is with individual]

Chairman of UCBOE

Date

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

Finance Officer

Date

Division of Insurance
& Risk Management

Date

UCBOE Attorney

Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER 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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT**

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT**

17. **Financial Responsibility.** The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.
18. **Dispute Resolution.** At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
- (a) Mediation, pursuant to NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
 - (b) Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)
 - (c) The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.
19. **No Third Party Benefits.** This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
20. **Confidentiality of Student Information.** If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the contract.
21. **Background Checks.** At the request of UCBOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
22. **Jessica Lunsford Act.** "Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default."
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.

**UNION COUNTY BOARD OF EDUCATION CONTRACT
SUN VALLEY HIGH SCHOOL'S BOILER REPLACEMENT**

24. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
25. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
26. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

Attachment B

UNION COUNTY PUBLIC SCHOOLS 201 VENUS STREET MONROE, NC 28112	INVITATION FOR BIDS NO. 1-9736018
	Bids will be opened: 2:00 p.m. on August 17, 2010
	Contract Type: Open Market Solicitations
Refer ALL Inquiries to: Telephone No. 704-296-3160 Ext. 893	Commodity: Boiler Replacement at Sun Valley High School
E-Mail: penny.helms@ucps.k12.nc.us	Using Agency Name: Union County Public Schools
(See page 2 for mailing instructions.)	

NOTICE TO BIDDERS

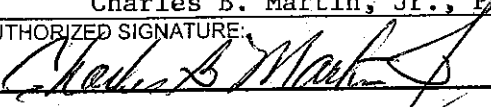
Sealed bids, subject to the conditions made a part hereof, will be received at this office (201 Venus Street, Monroe, NC 28112) until 2:00 pm on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid 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.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: P. C. GODFREY, INC.		FEDERAL ID OR SOCIAL SECURITY NO. 56-0494928	
STREET ADDRESS: 1816 Rozzells Ferry Road		P.O. BOX: 668567	ZIP: 28266
CITY & STATE & ZIP: Charlotte, NC 28208		TELEPHONE NUMBER: 704-334-8604	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO BIDDERS ITEM #21):			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Charles B. Martin, Jr., President		FAX NUMBER: 704-376-5186	
AUTHORIZED SIGNATURE: 	DATE: 8/19/2010	E-MAIL: gmeetze@pcgodfrey.com	

Offer valid for 90 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 7).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Union County Public Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR UNION COUNTY PUBLIC SCHOOLS USE ONLY

Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification.

By _____ (Authorized representative of UNION COUNTY PUBLIC SCHOOLS).

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
- **It is Mandatory that all responses shall be presented with components appearing in the order designated on Attachment A of this document.**

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. 1-9736018 Union County Public Schools Attn: Penny Helms 201 Venus Street Monroe, NC 28112	BID NO. 1-9736018 Union County Public Schools Attn: Penny Helms 201 Venus Street Monroe, NC 28112

TABULATIONS: Tabulations may be obtained by contacting Penny Helms at 704-296-3160 ext 893 or by email penny.helms@ucps.k12.nc.us.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.

TRANSPORTATION CHARGES: F.O.B DESTINATION, VARIOUS LOCATIONS THROUGHOUT MONROE, NC WITH ALL TRANSPORTATION CHARGES INCLUDED IN THE ITEMS BID.

MANDATORY SITE VISIT: Prospective bidders and/or bidder representatives shall attend the Mandatory Prebid Meeting scheduled for 10:00 on August 3, 2010 at Sun Valley High School located at 5211 Old Charlotte Highway, Monroe, NC 28110. Submission of a bid shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent bidder would recognize as affecting this performance of the work called for in this Invitation of Bids. Questions will be received in writing to penny.helms@ucps.k12.nc.us no later than July 21, 2010.

Bidder is cautioned that any information released to attendees during site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum (issued by Union County Public Schools) before it can be considered to be a part of this IFB document. Bidder bidding otherwise does so at his own risk.

ATTENTION: This contract is included in e-procurement. Paragraphs #19 and #20 of the North Carolina General Contract Terms and Conditions do apply.

The Terms and Conditions made part of this solicitation contain new language necessary for implementation of North Carolina's Statewide e-procurement initiative.

It is the offeror's responsibility to read these terms and conditions carefully and consider them in preparing the offer. By signature offeror acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at <http://eprocurement.ncgov.com>

DELIVERY/INSTALLATION: This project must be completed within 60 consecutive calendar days after receipt of purchase order for this requirement(s). If unable to meet this requirement, please enter here the earliest date thereafter you can complete delivery/installation: _____ Union County Public Schools reserves the right to make the delivery/installation offered a factor in the award of any contract resulting from this IFB.

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be preapproved. Substitutions may be sent to penny.helms@ucps.k12.nc.us no later than August 6, 2010.

SPECIFICATIONS: The attached specifications and requirements are drawn around equipment, which Union County Public Schools has evaluated and determined that the size, construction, design layout, special features and performance are necessary. Bidders are requested to offer only equivalent comparable units that will provide the features and performance needed and implied. However, bidders are cautioned that any deviation from specifications must be preapproved. Substitutions may be sent to penny.helms@ucps.k12.nc.us no later than August 6, 2010.

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within (7) consecutive calendar days after notification at no additional cost to Union County Public Schools. If required, this will be a comprehensive demonstration at a site designated by Union County Public Schools with hands-on participation by agency operator(s) if necessary. Bids which fail to comply with this requirement may be subject to rejection

WARRANTY AND SERVICE: A. Unless otherwise specified, unconditionally guarantee in writing the materials, equipment, workmanship, and labor to effect repairs for a period of not less than one (1) year. The Customer shall deem acceptance as beneficial use. B. Transfer manufacturer's warranties to the customer in addition to the General System Guarantee. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve the vendor of these obligations. C. Effect replacement or substitutions of equipment within 24 hours of first notification with components equal to or better than the original. Complete repairs to equipment within 72 hours. If repairs cannot be completed during this time period, or if ordering of parts is required, Supplier shall forward to the customer documentation of progress of repairs every 72 hours. This repair capability is mandatory. D. All repairs performed under warranty shall be a no cost to Union County Public Schools to include, but not limited to, equipment, freight, labor, material, travel.

QUALITY ACCEPTANCE INSPECTION: Upon completion of the project, as call for herein, the contractor must request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to Union County Public Schools, Attn: Penny Helms, 201 Venus Street, Monroe NC 28112. Fax 704-283-2371.

INVOICES WILL NOT BE PAID BY UNION COUNTY PUBLIC SCHOOLS UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

CLEAN-UP: Upon completion of the installation, the contractor shall remove and properly dispose of all waste and debris from the installation site. The contractor shall be responsible for leaving the installation area clean and ready for use on a daily basis.

Award Criteria: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Union County Public Schools to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price. In determining which bid is the lowest responsible bid, the Owner may take into consideration not only the amount of the bid such of the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

- a. The bidder's prior experience with similar work on comparable or more complex projects.
- b. The bidder's prior history for the successful and timely completion of projects.
- c. The bidder's equipment and facilities.
- d. The adequacy, in numbers and experience, of the bidder's work force to complete the Contract successfully and on time.
- e. The bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time.
- f. The bidder's compliance with federal, state, and local laws, rules, and regulations.
- g. Depending upon the type of work, other essential factors, such as warranty guarantees and contractor qualifications.

PRIME VENDOR CONCEPT: Union County Public Schools will award any contract that may be issued as a result of this IFB to a single prime vendor. The prime vendor must assume responsibility for hardware, documentation and all other products and services in support of the requirements. Vendors who submit proposals as prime contractors may wish to provide all of the proposed products and services directly, or provide certain elements directly and the remainder through subcontractors. Under the prime contractor agreement, subcontractors are allowed and encouraged. However, the prime contractor must provide positive evidence that it will be responsible for all products and services provided to satisfy the requirements and specifications of this IFB.

SUITABILITY FOR INTENDED USE: Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features, and diversity called for herein. Union County Public Schools reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in Union County Public Schools best interest.

DESCRIPTIVE LITERATURE: All substitutions must be accompanied descriptive literature, specifications, and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions, otherwise, they will be subject to rejection.

LIABILITY:

- A. VENDOR'S liability to UNION COUNTY PUBLIC SCHOOLS or for claims by UNION COUNTY PUBLIC SCHOOLS based on injury to any third party for personal injury or damage to real property or tangible personal property or real property or tangible personal property shall include but not be limited to any claim, etc. This shall include any claim for which VENDOR is found to be legally liable arising from the failure of any VENDOR supplied product, replacement parts furnished by VENDOR, or of and VENDOR licensed program to operate in any material respect in accordance with any representation by VENDOR, whether in VENDOR'S, response to any Invitation of Bid or Proposal by UNION COUNTY PUBLIC SCHOOLS, or in any published specifications or literature, or failure arising from services rendered by VENDOR'S employees. Claims shall not be limited by any clause whether found in any agreement between VENDOR and UNION COUNTY PUBLIC SCHOOLS or in any VENDOR invoice or any other paper writing that purports to limit the remedies to UNION COUNTY PUBLIC SCHOOLS arising out of such failure.
- B. VENDOR'S liability as described in paragraph A shall include the repair, restoration or replacement, within a reasonable time of all damaged or destroyed, real or tangible personal property including buildings, furniture fixtures, supplies, computer hardware, software and associated equipment (VENDOR AND NON-VENDOR supplied), and information storage media of whatever description together with duplication of data files from existing UNION COUNTY PUBLIC SCHOOLS backup media. In addition, VENDOR'S liability for damages described in paragraph A shall include all damages suffered by UNION COUNTY PUBLIC SCHOOLS, whether such damages are or might be classified as direct or consequential, which require the expenditure of public moneys (1) reasonably required to restore the Product (s) involved to its full original operational capability, (2) for temporary remedial measures

reasonably required to perform any of the functions of the involved Product(s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of any VENDOR product(s) during the restoration period, and (3) to pay any penalties imposed on UNION COUNTY PUBLIC SCHOOLS by and Federal entity which penalties are the result of interruptions caused by the failure of any VENDOR product(s) or arising from services rendered by VENDOR'S employees for which VENDOR is found to be legally liable.

- C. Except as specifically provided above, in no event will VENDOR be liable for any damages caused by UNION COUNTY PUBLIC SCHOOLS failure to perform UNION COUNTY PUBLIC SCHOOLS responsibilities, or for any lost profits, lost savings, or other economic consequential damages even if VENDOR has been advised of the possibility of such damages, or for any claim by UNION COUNTY PUBLIC SCHOOLS based on any third party claim except as provided in paragraphs A and B above.
- D. Except as provided above, any clauses in any agreements between the VENDOR and UNION COUNTY PUBLIC SCHOOLS that purport to limit remedies available to UNION COUNTY PUBLIC SCHOOLS remain in force, however VENDOR covenants that in any dispute with UNION COUNTY PUBLIC SCHOOLS regarding damages covered by the preceding paragraphs A through C, such clauses do not, nor will they be pleaded to, bar such damages.
- E. User Installed Software Only: Notwithstanding any other provisions contained herein, for user installed software, the liability of the vendor shall be limited to the replacement of the defective software or the full refund of the price paid, at the option of UNION COUNTY PUBLIC SCHOOLS.
- F. Except as provided above, nothing contained herein shall be construed to limit any remedy, at law or in equity, available to either party.

LIQUIDATED DAMAGES

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 Contractor shall pay to the Owner the sum of **\$500.00** as liquidated damages.

BIDDER: _____

P.C. GODFREY, INC.
P.O. BOX 668567
CHARLOTTE, NC 28266

ATTACHMENT A
RESPONSE CHECKLIST

This document shall be page 1 of proposal response. All elements of said response shall appear in the order listed below.

- ☒ Complete IFB 1-9736018
- ☒ Contractor/Subcontractor Forms as identified in Part 3
- ☒ Vendor Qualification as identified in Part 4
- ☒ Warranty Documentation as described in Part 5
- ☒ Bid Bond in the amount of 5% of Total Bid
- ☐ Performance Bond and Payment Bonds will be required for 100% of bid amount upon award
- ☒ Certificate of Insurance showing Union County and Union County Board of Education as Certificate Holder and as additional insured as identified in Section 16 of the NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS must be received within 2 days of notification of award.

BIDDER: _____

BASE BID

DESCRIPTION	MATERIAL COST	LABOR COST	TOTAL EXTENDED COST
Boiler Replacement at Sun Valley High School	\$ 114,456.00	\$ 38,544.00	\$ 153,000.00

Completion Date: 70 Consecutive Calendar Days

Warranty Details: _____

Total Extended Cost shall be all inclusive (material, labor, shipping and handling, taxes, etc.)

Itemized Parts List

Item	Description	Part Number	Unit Cost	Warranty
1	Two Boilers		24,285.00	1 year
2	Pipe, Valves, Etc.		15,593.00	"
3	Coil		5,140.00	"
4	Pumps, Air Control		11,244.00	"
5	Misc.		8,898.00	"
6	Subs		34,396.00	"
7	Elec. Allowance		15,000.00	"
8				
9				
10				
11				
12				
13				
14				

Page: 8
BID No.1-9736018

BIDDER: _____

ALTERNATE 1

DESCRIPTION	MATERIAL COST	LABOR COST	TOTAL EXTENDED COST
Boiler Replacement at Sun Valley High School 3 boilers with only 2 boilers running simultaneously (per drawings indicated as "Alternate 1")	\$ 131,356.00	\$ 43,444.00	\$ 174,800.00

Completion Date: 75 Consecutive Calendar Days

Warranty Details: _____

Total Extended Cost shall be all inclusive (material, labor, shipping and handling, taxes, etc.)

Itemized Parts List

Item	Description	Part Number	Unit Cost	Warranty
1	Three Boilers		36,279.00	1 year
2	Pipe, Valves, Etc.		15,690.00	"
3	Coil		5,140.00	"
4	Pumps, Air Control		17,180.00	"
5	Misc.		16,640.00	"
6	Subs		25,427.00	"
7	Elec. Allowance		15,000.00	"
8				
9				
10				
11				
12				
13				
14				

Boiler Replacement at Sun Valley High School

PART 1 – GENERAL

It is the intent of Union County Public Schools to replace the boiler at Sun Valley High School as described herein.

PART 2 – SCOPE OF WORK

A. DEMOLITION

1. Remove existing boiler, piping, pumps, converter, flue and all other equipment from boiler room as indicated on DWG #1.
2. Remove steam coil from auditorium air handler as indicated on DWG #3. Measure the coil and fill out the attached water coil form accordingly. Use that form to order a new hot water coil as indicated on the form and DWG #3 (Expected lead time-21 days from order).
3. Remove pump, converter and associated piping in the small closet in Room 151 as indicated on DWG #3.
4. Old pumps and converters shall be turned over to the UCPS Maintenance Department.

B. PERFORMANCE

1. Provide new piping, pumps boiler, etc as indicated on DWG #2.
2. Route piping to existing dual temperature system, new auditorium hot water coil, and closet in Room 151 as indicated on DWG #2 and DWG #3.
3. Equipment shall comply with the attached specifications and approved manufacturers' list.
4. Equipment shall be installed per attached installation details.
5. The control valve on the new hot water coil shall be controlled by a room temperature sensor to modulate the hot water valve as required to maintain space temperature.
6. The 3-way valve on the boiler loop shall act as an anti-shock valve and will not let hot water return back to the boiler be less than 140 degrees. Valve will also be used as a hot water reset for the building loop. 180 degree water supply @ 30 degree outside air to 90 degree water supply @ 60 degree outside air.

C. HOT WATER PIPING AND SPECIALTIES

1. Piping shall be drawn on the attached drawings and sketches. Minor deviations may be required and shall be noted by the contractor and approved by UCPS.
2. All materials and installation shall comply with ASME B 31.9 (Building Services Piping).
3. All pressure vessels, safety valves, etc. shall have appropriate ASME labels.
4. All materials used shall be listed on the UCPS approved vendor list.
5. Piping 2" and smaller shall be Type L copper tubing with copper fittings and solder joints. (above ground, within building) shall comply with ASTM B 88, Type L
6. Piping 2" and smaller, on roof, shall be schedule 40, seamless, black steel with threaded joints.
7. All piping 2-1/2" and larger shall be schedule 40, seamless black steel with welded joints.
8. Malleable-Iron Threaded fittings shall comply with ANSI B16.3, Class 150. Threads shall comply with ANSI B1.20.1.
9. Steel Fittings shall comply with ASTM A234.
10. Copper Fittings shall comply with ANSI B16.22.
11. All flanges, bolts, nuts, gaskets, etc. shall comply with ANSI B16.5.
12. Malleable-Iron Unions shall comply with ANSI B16.39, Class 150 hexagonal stock with ball and socket joints with female thread ends complying with ANSI B1.20.1. Provide dielectric unions where required to isolate dissimilar metals.

BIDDER: _____

13. Solder shall be ASTM B 32, 95-5 Tin-Antimony.
14. Welding materials shall comply with Section II, Part C, ASME Boiler and Pressure Vessel Code.
15. Gaskets shall be rated from HVAC Hot Water service.
16. Valves are as indicated on the drawings.
17. Contractor shall be responsible for leak testing, flushing the system with clean water and cleaning the strainers. Provide chemical water treatment as recommended by boiler manufacturer and UCPS.
18. Contractor shall balance the new portion of the system as indicated on the drawings.
19. Contractor shall provide thermometer wells at building loop and boiler hot water supply and return.
20. Contractor shall provide pressure sensing within piping to control the building hot water pump VFD.

D. GAS PIPING

1. All gas piping shall comply with the latest edition of the North Carolina Gas Code.
2. Existing gas service shall be verified by the contractor and the appropriate regulator for the new boilers shall be provided by the contractor.

E. NATURAL GAS FIRED BOILER(s)

1. The boiler shall be as specified on the drawings and shall be on the UCPS approved vendor list.
2. Boiler shall comply with ASME Boiler and Pressure Vessel Code: Section IV.
3. Boiler shall be installed on 4" thick concrete housekeeping pad. The pad shall extend 4" out on all sides.
4. Boiler warranty shall be manufacturer's standard warranty.
5. Contractor shall provide factory start up and a one year emergency service contract.
6. Boilers shall be equipped with ASME relief valve, adjustable aquastat, flow switch, low water cut-off, diagnostic indicator panel, high limit switch. The Building automation system shall start/stop the boiler. Internal controls and diagnostics are by the boiler manufacturer.
7. Gas burner shall have flame sensing device with 100% gas shut-off. Gas valve shall not open until pilot flame is proven.
8. Install boiler levels and plumb in accordance with NFPA 54.
9. Pipe relief valve outlet to nearest floor drain.
10. Flue piping shall be as recommended by boiler manufacturer.

F. INSULATION

1. All hot water piping and fittings shall be insulated with 1-1/2" thick premolded fiberglass pipe insulation. The jacket on all exposed piping on the roof shall be aluminum and shall be installed in accordance with the manufacturer's recommendations. The piping in the mechanical rooms shall be covered with 8 oz. canvas jacket with PVC fitting covers. The canvas jacket shall be painted white and labeled for service and flow direction.

G. EXPANSION JOINTS

1. Expansion loop shall be placed as indicated on the drawings. A premanufactured expansion loop is acceptable in lieu of the loop indicated and shall take into account the insulation on the pipe and the jacket and shall meet the specifications below. Water temperature range is 180 degrees to 40 degrees.
2. Provide flexible expansion loops of size and type noted on drawings. Flexible loops shall consist of two flexible sections of hose and braid, two 90° elbows, and a 180° return assembled in such a way that the piping does not change direction, but maintains its course along a single axis. Flexible loops shall have a factory supplied, center support nut located

at the bottom of the 180° return, and a drain/air release plug. Flexible loops shall impart no thrust loads to system support anchors or building structure. Loops shall be installed in a neutral, pre-compressed or pre-extended condition as required for the application. Install and guide per manufacturer's recommendations. Materials of construction and end fitting type shall be consistent with pipe material and equipment/pipe connection fittings. Flexible expansion loops to be "Metraloop®" as manufactured by The Metraflex Company®, Chicago, IL or equal.

PART 3 – ADDITIONAL REQUIREMENTS

- A. Contractor shall be responsible for supplying all necessary equipment, tools, materials, labor, and supervision necessary to complete the Scope of Work identified in Part 2.
- B. Contractor shall be responsible for all measurements. (Drawings are not to scale).
- C. Contractor shall be responsible for a turn-key project.
- D. Contractor shall be responsible for all clean-up of dust and debris where work is performed.
- E. Contractor is responsible for all damages to UCPS Property and shall report such damage immediately to the UCPS Project Coordinator and to the UCPS Purchasing and Contract Coordinator.
- F. Contractor is responsible for all permits and inspections and shall provide a copy of such documentation to the UCPS Project Coordinator.
- G. Contractor shall complete and submit the Contractor and Subcontractor Forms with bid.
- H. Contractor shall fulfill all requirements as listed on the UCPS Certification Form.
- I. Contractor shall comply with Jessica Lunsford Act.
- J. Contractor may work as follows:
 - 1. Monday through Thursday 7:30 am to 5:30 pm during summer break.
 - 2. Monday through Friday 7:30 am to 9:00 pm during school days. All work that may cause a disruption of the school activities must be done after 3:30 pm.

PART 4--CONTRACTOR QUALIFICATIONS

- A. The Contractor must have worked satisfactorily for a minimum of three (3) years on projects of this type and size. Evidence of this experience shall be provided within 24 hours of request.
- B. Bidder must be properly licensed to perform the type and size of project indicated herein.
- C. Contractor must be able to fluently speak, read and write in the English Language.

PART 5 – WARRANTY AND SERVICE

- A. All materials are to be new with a full manufacturer's warranty. Contractor shall transfer the manufacturer's warranties to UCPS in addition to the General System Guarantee. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment involved in this document during the guarantee period. Final payment shall not relieve Contractor of these obligations.
- B. Unless otherwise specified, unconditionally guarantee in writing the workmanship, and labor to effect repairs for a period of not less than one (1) year and meet manufacturer's warranty.
- C. Effect replacement or substitutions within 24 hours of first notification with components equal to or better than the original. Complete repairs to equipment within 72 hours. If repairs cannot be completed during this time period, or if ordering of parts is required, Contractor shall forward to the UCPS Project Coordinator documentation of progress of repairs.
- D. All repairs performed during the warranty period shall be at no cost to UCPS. This includes, but not limited to, equipment, material, labor, supervision, travel, etc.).
- E. All warranties shall begin upon acceptance of UCPS.

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions.
Union County Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** Union County Public Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** Union County Public Schools reserves the right to require a list of users of the exact item offered. Union County Public Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

14. **TAXES:**

- **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to Union County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Union County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Union County Public Schools or the bidder, Union County Public Schools reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, Union County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Union County Public Schools to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, 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.

17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Union County Public Schools will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Union County Public Schools property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

19. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When a bidder wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. 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. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

21. **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 bidder is directed or managed.

BIDDER: _____

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Union County Public Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Union County Public Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Union County Public Schools

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

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

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Union County Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **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.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Union County Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Union County Public Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will 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.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save Union County Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

BIDDER: _____

13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **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 and solely as a convenience to the contractor, Union County Public Schools may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
- COVERAGE** - 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:
- 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 sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** 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. **GENERAL INDEMNITY:** The contractor shall hold and save the State, 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 tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity

BIDDER: _____

has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacture, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to Union County Public Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** Union County Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Union County Public Schools, reserving the right to accept or reject the increase, or cancel the contract. Such action by Union County Public Schools shall occur not later than 15 days after the receipt by Union County Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

CONTRACTOR INFORMATION

Firm Name:

P. C. GODFREY, INC.

Address:

PO Box 668567 Charlotte, NC 28266

Telephone Number:

704-334-8604

Ownership Category:
(Please Circle One)

Non-Minority X	Black	Hispanic
Asian-American	American Indian	White Female
Socially and Economically Disadvantaged		

Ownership is Minority Female:
(Please Circle One)

~~YES~~ NO

Source of Ownership Category:
(Please Circle One)

X Non-Applicable	State of NC HUB
State of NC DOT	Local Agency
Federal Agency	Out of State Agency
Self-Identified	Unknown

Primary Type of Work:
(Please Circle One)

Concrete	Conveying System
Door and Windows	Electrical
Equipment	Finishes
Furnishings	General Construction
Masonry	General Requirements
X Mechanical	Metals
Plumbing	Site Construction
Specialties	Special Construction
Wood and Plastics	Thermal and Moisture Protection

Quote:

Project Square Footage:

SUBCONTRACTOR INFORMATION

Firm Name: Sunbelt Rentals

Original Contract Value: \$3,080.00

Contract Date: _____

Notice to Proceed: _____

Contract Completion Date: _____

Ownership Category:
(Please Circle One)

Non-Minority <input checked="" type="checkbox"/>	Black	Hispanic
Asian-American	American Indian	White Female
Socially and Economically Disadvantaged		

Ownership is Minority Female: YES NO
(Please Circle One)

Source of Ownership Category:
(Please Circle One)

Non-Applicable	State of NC HUB
State of NC DOT	Local Agency
Federal Agency	Out of State Agency
Self-Identified	Unknown <input checked="" type="checkbox"/>

Primary Type of Work:
(Please Circle One)

Concrete	Conveying System
Rigging <input checked="" type="checkbox"/>	Electrical
Equipment	Finishes
Furnishings	General Construction
Masonry	General Requirements
Mechanical	Metals
Plumbing	Site Construction
Specialties	Special Construction
Wood and Plastics	Thermal and Moisture Protection

Quote: _____

SUBCONTRACTOR INFORMATION

Firm Name: Schneider Electric

Original Contract Value: \$18,150.00

Contract Date: _____

Notice to Proceed: _____

Contract Completion Date: _____

Ownership Category:
(Please Circle One)

Non-Minority <input checked="" type="checkbox"/>	Black	Hispanic
Asian-American	American Indian	White Female
Socially and Economically Disadvantaged		

Ownership is Minority Female: ~~YES~~ NO

Source of Ownership Category:
(Please Circle One)

Non-Applicable	State of NC HUB
State of NC DOT	Local Agency
Federal Agency	Out of State Agency
Self-Identified	Unknown <input checked="" type="checkbox"/>

Primary Type of Work:
(Please Circle One)

Concrete	Conveying System
Controls <input checked="" type="checkbox"/>	Electrical
Equipment	Finishes
Furnishings	General Construction
Masonry	General Requirements
Mechanical	Metals
Plumbing	Site Construction
Specialties	Special Construction
Wood and Plastics	Thermal and Moisture Protection

Quote: _____

SUBCONTRACTOR INFORMATION

Firm Name: Metrolina Insulation

Original Contract Value: \$11,692.00

Contract Date: _____

Notice to Proceed: _____

Contract Completion Date: _____

Ownership Category:
(Please Circle One)

Non-Minority <input checked="" type="checkbox"/>	Black	Hispanic
Asian-American	American Indian	White Female
Socially and Economically Disadvantaged		

Ownership is Minority Female: ~~YES~~ NO
(Please Circle One)

Source of Ownership Category:
(Please Circle One)

Non-Applicable	State of NC HUB
State of NC DOT	Local Agency
Federal Agency	Out of State Agency
Self-Identified	Unknown <input checked="" type="checkbox"/>

Primary Type of Work:
(Please Circle One)

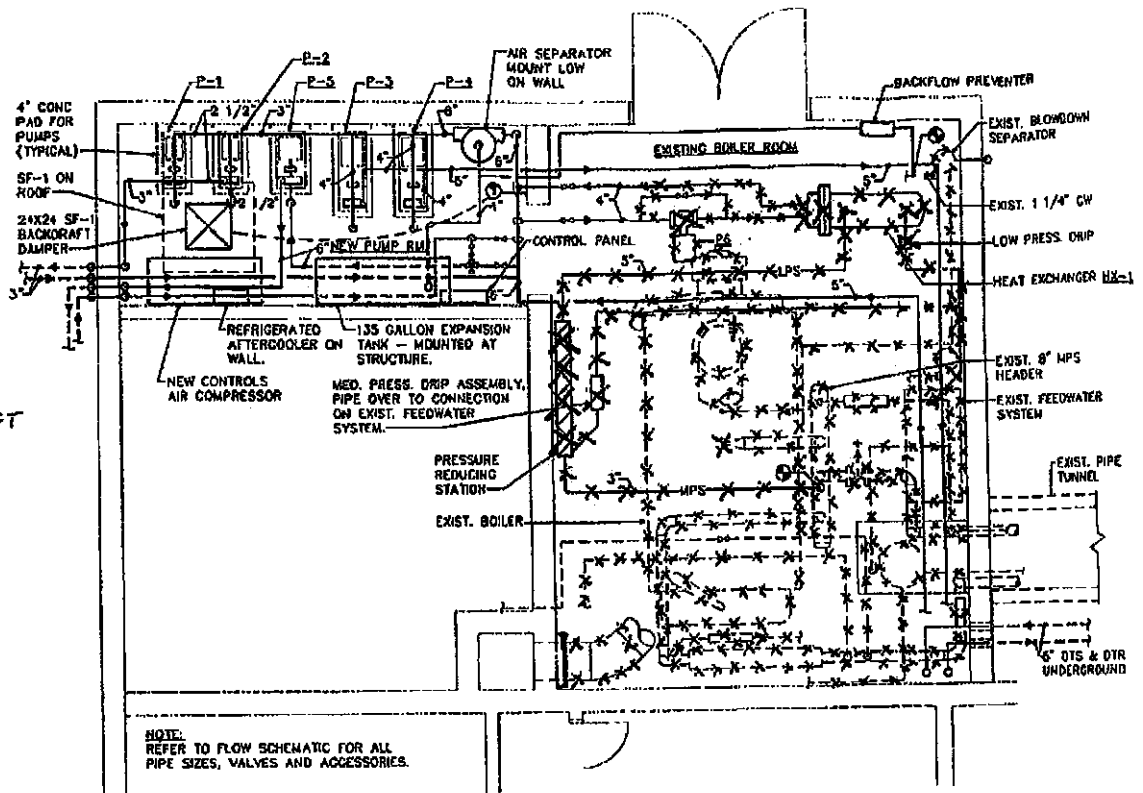
Concrete	Conveying System
Insulation <input checked="" type="checkbox"/>	Electrical
Equipment	Finishes
Furnishings	General Construction
Masonry	General Requirements
Mechanical	Metals
Plumbing	Site Construction
Specialties	Special Construction
Wood and Plastics	Thermal and Moisture Protection

Quote: _____

DRAWING

1

DRAWING NOT
TO SCALE



FLOOR PLAN - EXISTING BOILER ROOM AND NEW PUMP ROOM

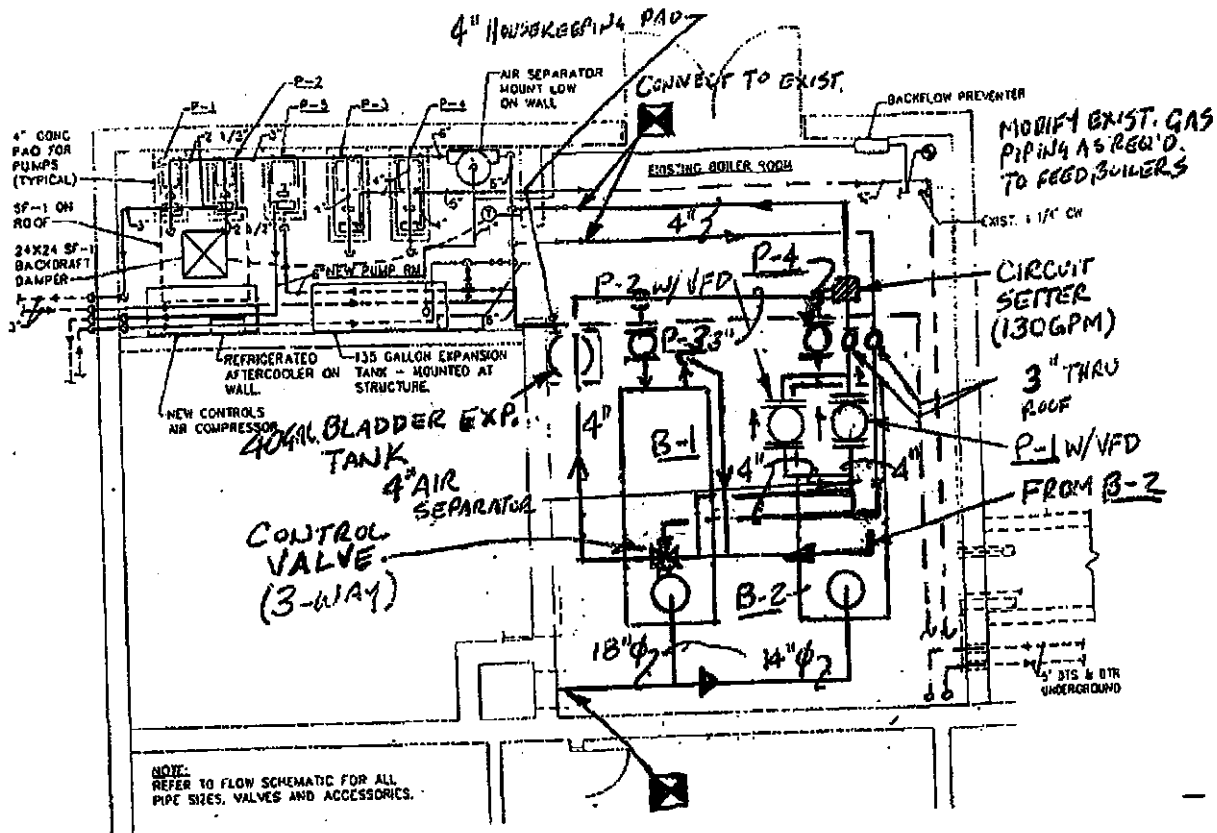
DEMOLITION PLAN

*** ITEMS TO BE REMOVED

DRAWING

2

DRAWING
NOT TO
SCALE



FLOOR PLAN - EXISTING BOILER ROOM AND NEW PUMP ROOM

NEW PLAN

NOTE: E.C. TO WIRE PUMPS
BOILERS FROM EXIST. ELECT.
SERVICE

NOTE: SUPPORT ALL EQ. FROM STRUCTURE
SHALL NOT BE SUPPORTED BY PIPING
ALONE

NEW PUMP SCHEDULE

P-1,2 250 GPM @ 75' HD. CENT. BFG. SERIES 80 7 1/2 HP (IN-LINE) 460V/3φ
CONTROLLED W/ VFD 3x3x 9 1/2 B/1750 RPM (BFG OR EQUAL)
(P-2 FOR BACKUP) PROVIDE (INSTALL PER ATTACHED DETAIL)
P-3,4 BOILER PUMP. 90 GPM @ 30' HD. CENT. BFG. SERIES 80 1 1/2 HP (IN-LI
460V/3φ, 1750 RPM 2 1/2 x 2 1/2 x 7 (BFG OR EQUAL)
CONTROLLED W/ BOILER

BOILER SCHEDULE

B-1,2 LOCHINVAR COPPER-FIN II CH-2071
2070 MBH INPUT
1759.5 MBH OUTPUT
120V/1φ ELECTRICAL CONNECTION
90 GPM

- OTHER BOILERS WILL BE CONSIDERED, BUT MUST
BE APPROVED PRIOR TO BID -

AIR SEPARATOR

LOCATION ONLY SHOWN DUE TO SMALL SCALE OF DWG.

4" BFG OR EQUAL

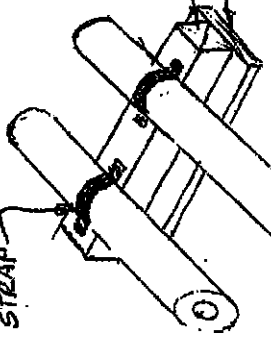
(1/2" DIA. APPROX) DWG. #2

DRAWING

3

NOTE: PROVIDE PROTECTIVE
ROOF PAD UNDER
2x6 FOR PROTECTION
OF EXIST. ROOF
CONSULT NELSON HALL & ASSOC.
(704) 282-0826

STEEL
STRAP



TREATED 4x4
TREATED 2x6

INSULATED PIPE
ON ROOF
SUPPORT DETAIL

SUPPORT EVERY 10'-0" (MAX) LOOP

4'x8'

EXPANSION

170

172

174

176

178

180

182

184

186

188

3" DN THRU
ROOF (CONSULT
NELSON HALL & ASSOC.)

2" TO AUDITORIUM

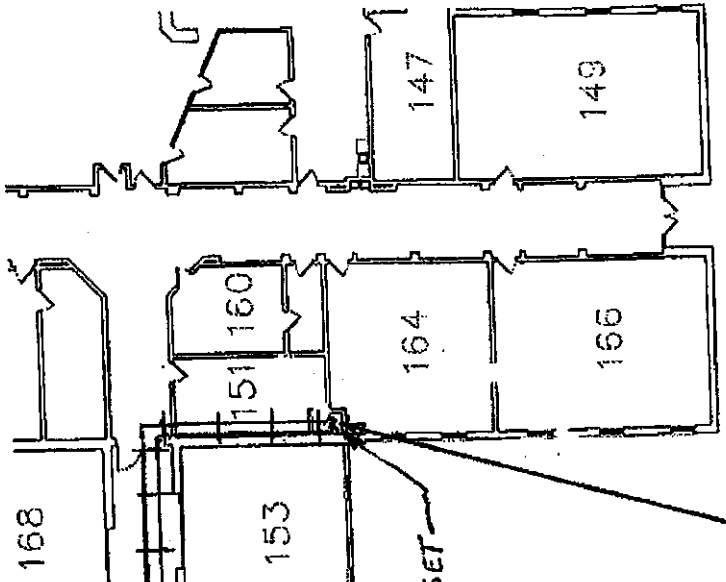
CONTRACTOR SHALL
FIELD VERIFY COIL
DIMENSIONS PRIOR
TO ORDER.
(21 DAY LEAD TIME)

CONTROL NEW COIL
CONTROL VALVE W/
WALL T-SIT LOCATED
AS SHOWN

EXISTING TRANE
L25 CLIMATE CHANGER
W/STEAM COIL IN
MEZZANINE
REPLACE EXISTING
STEAM COIL W/
HW COIL W/ 2-WAY
CONTROL VALVE
PROVIDE CIRCUIT SETTER (40 GPM)

REMOVE STEAM HEAT
EXCHANGER, PUMP &
ASSOCIATED PIPING
SUCH THAT THE NEW
2 1/2" PIPE SHOWN
CAN TIE INTO THE
EXISTING 2 1/2" HW
DISTRIBUTION LOOP
PROVIDE CIRCUIT
SETTER IN SUPPLY
PIPING (58 GPM)

2 1/2" TO CLOSET
THRU ROOF



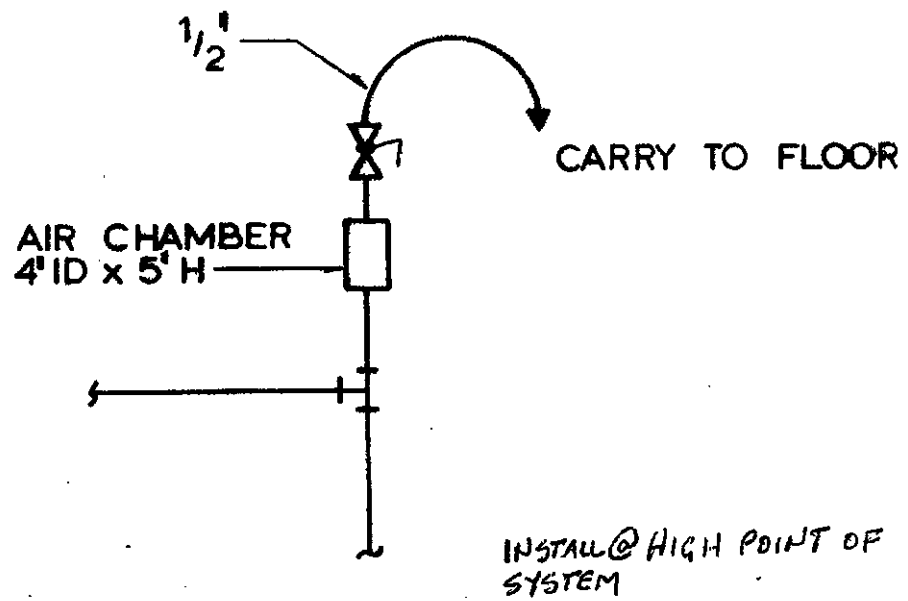
DRAWING NOT TO SCALE

DWG. #3

DETAILED DRAWINGS

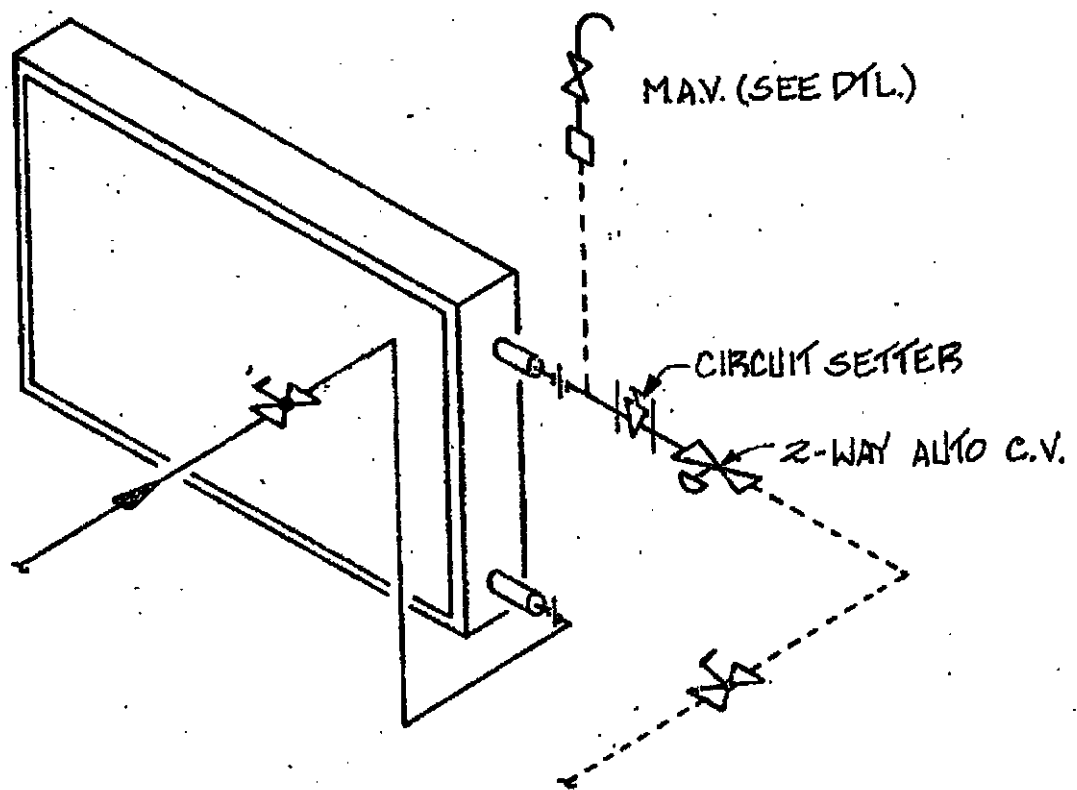


BOILER CONNECTION DTZ.



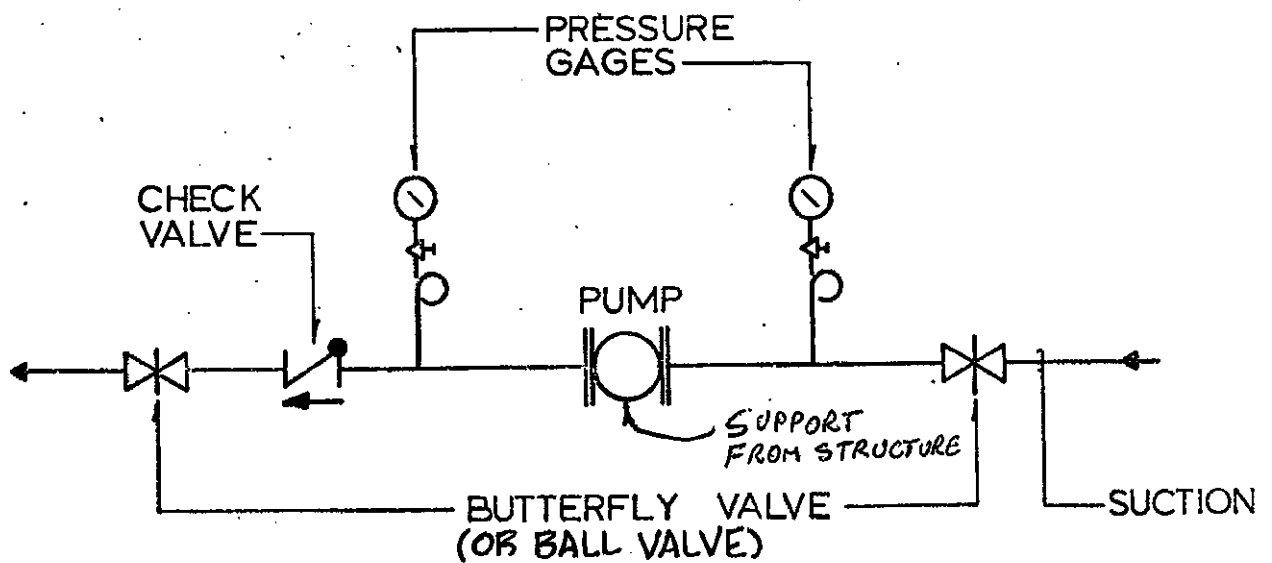
DETAIL

MANUAL AIR VENT
NO SCALE

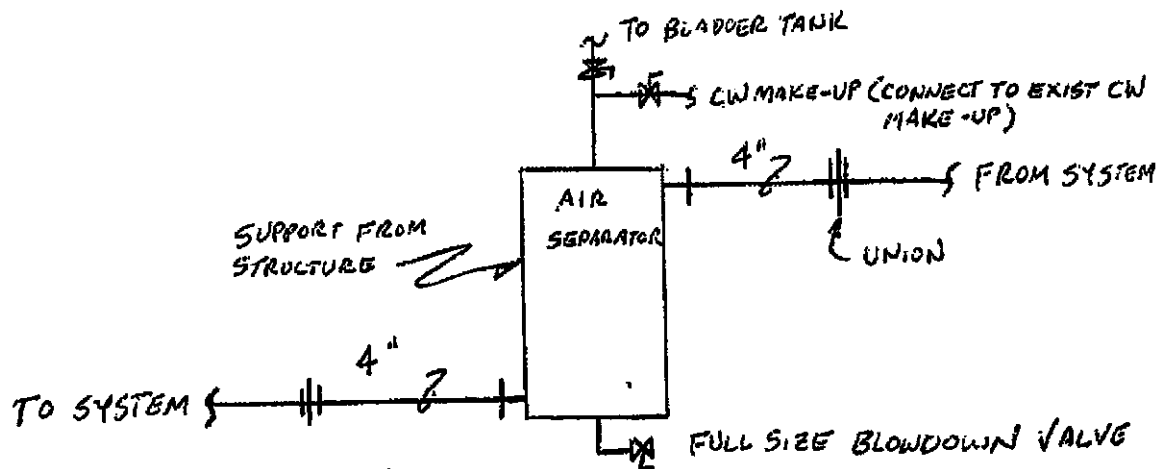


DETAIL

HEATING COIL PIPING
NO SCALE



DETAIL INLINE PUMP
NO SCALE



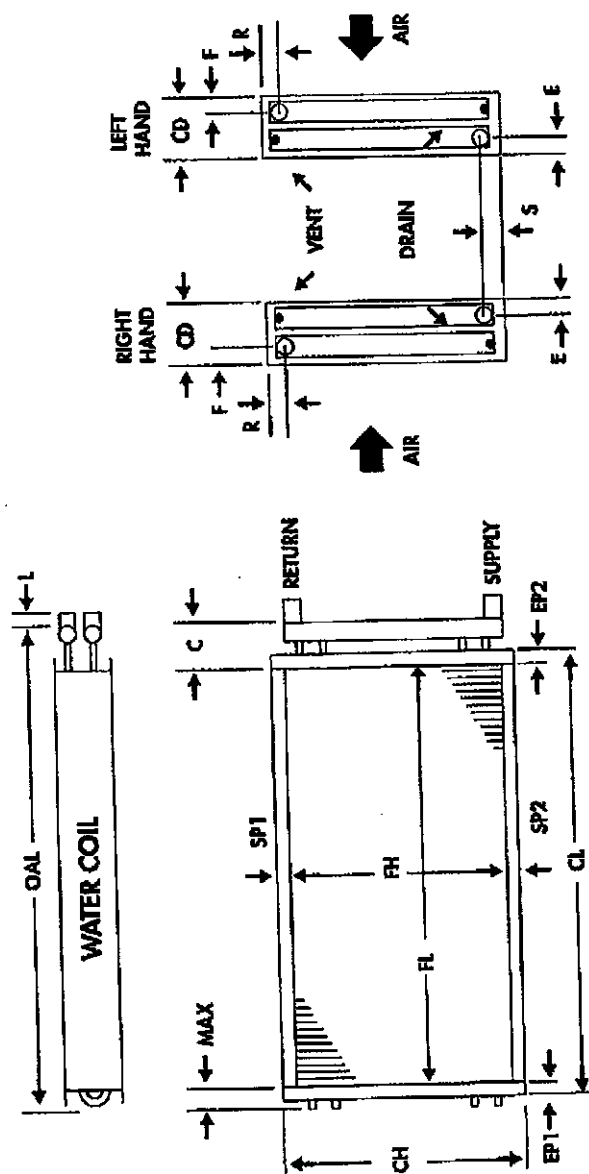
AIR SEPARATOR DTL.

HOT WATER PIPING SCHEMATIC DRAWING



WATER COIL FORM

<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> 8	<input type="checkbox"/> 9	<input type="checkbox"/> 10
<input type="checkbox"/> 11	<input type="checkbox"/> 12	<input type="checkbox"/> 13	<input type="checkbox"/> 14	<input type="checkbox"/> 15
<input checked="" type="checkbox"/> 16	<input checked="" type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19	<input type="checkbox"/> 20
<input type="checkbox"/> 21	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25
<input type="checkbox"/> 26	<input type="checkbox"/> 27	<input type="checkbox"/> 28	<input type="checkbox"/> 29	<input type="checkbox"/> 30
<input type="checkbox"/> 31	<input type="checkbox"/> 32	<input type="checkbox"/> 33	<input type="checkbox"/> 34	<input type="checkbox"/> 35
<input type="checkbox"/> 36	<input type="checkbox"/> 37	<input type="checkbox"/> 38	<input type="checkbox"/> 39	<input type="checkbox"/> 40
<input type="checkbox"/> 41	<input type="checkbox"/> 42	<input type="checkbox"/> 43	<input type="checkbox"/> 44	<input type="checkbox"/> 45
<input type="checkbox"/> 46	<input type="checkbox"/> 47	<input type="checkbox"/> 48	<input type="checkbox"/> 49	<input type="checkbox"/> 50
<input type="checkbox"/> 51	<input type="checkbox"/> 52	<input type="checkbox"/> 53	<input type="checkbox"/> 54	<input type="checkbox"/> 55
<input type="checkbox"/> 56	<input type="checkbox"/> 57	<input type="checkbox"/> 58	<input type="checkbox"/> 59	<input type="checkbox"/> 60
<input type="checkbox"/> 61	<input type="checkbox"/> 62	<input type="checkbox"/> 63	<input type="checkbox"/> 64	<input type="checkbox"/> 65
<input type="checkbox"/> 66	<input type="checkbox"/> 67	<input type="checkbox"/> 68	<input type="checkbox"/> 69	<input type="checkbox"/> 70
<input type="checkbox"/> 71	<input type="checkbox"/> 72	<input type="checkbox"/> 73	<input type="checkbox"/> 74	<input type="checkbox"/> 75
<input type="checkbox"/> 76	<input type="checkbox"/> 77	<input type="checkbox"/> 78	<input type="checkbox"/> 79	<input type="checkbox"/> 80
<input type="checkbox"/> 81	<input type="checkbox"/> 82	<input type="checkbox"/> 83	<input type="checkbox"/> 84	<input type="checkbox"/> 85
<input type="checkbox"/> 86	<input type="checkbox"/> 87	<input type="checkbox"/> 88	<input type="checkbox"/> 89	<input type="checkbox"/> 90
<input type="checkbox"/> 91	<input type="checkbox"/> 92	<input type="checkbox"/> 93	<input type="checkbox"/> 94	<input type="checkbox"/> 95
<input type="checkbox"/> 96	<input type="checkbox"/> 97	<input type="checkbox"/> 98	<input type="checkbox"/> 99	<input type="checkbox"/> 100



DIMENSIONAL DATA IN INCHES																	SUPPLY				RETURN	
ITEM	QTY	ROWS	FPI	SPI	FH	SP2	CH	EP1	R	EP2	CL	MAX	C	OAL	L	CD	S	E	R	F		
		2	10																			
CUSTOMER																						
MODEL N°																						
NOTES																						
DATE																						
Performance Data	CFM	12,500	EDB/EMB	55°F	LD8/LWB	110°F	CAPACITY		ENT	180	LWT	160	CFM	40								

24 Foxwood Circle
Mount Kisco, NY 10542
1-888-COIL-PAQ
www.radioactivecoils.com

NATIONWIDECOILS

Please Fax Form to: 914-277-7402

APPROVED VENDORS

2.4 Elevator Pit Sump Pump

- Ebara
- Weil Pump Company
- Zoeller

2.5 Above Ground Gasoline Storage Tank

- ConVault, Inc.
- SmartTank – Fitzsimmons Systems, Inc.

Section 15011

Submittals

- NONE FOUND

Section 15013

Firestopping

Fire-Stopping

- Nelson
- Thomas & Betts
- 3M
- Hilti
- GE
- Frye Putty

Water-Proofing Sealant

- TREMCO
- Sonneborn-Contech
- W.R. Meadows

Smoke Stopping

- Nelson
- Thomas & Betts
- 3M

Section 15014

Mechanical Related Work

Access Doors

- Bar-Co, Inc.
- J.L. Industries
- Karp Associates, Inc.
- Milcor Division, Inryco, Inc.
- Nystrom, Inc.
- Cesco Products

Section 15121

Piping Expansion Compensation

Flexible Piping Connections

Steel Piping

- Flexonics
- Metraflex
- Keflex

Copper Piping

- Flexonics
- Metraflex
- Keflex

Pipe Alignment Guides

- Adscot
- B-Line
- Grimmel
- Hyspan
- Keflex

Section 15135

Gages and Meters

2.2 Pressure Gages – NONE FOUND

2.3 Stem Type Thermometers

- Terice
- Wekslar
- Weiss
- Dwyer
- Weiss
- Wekslar
- Terice

Section 15175

Adjustable Frequency Drives

- Danfoss Graham
- Square D

Section 15245

Vibration Isolation

- Mason Industries
- Kinetics
- Korfund
- Vibration Eliminators Co.
- Peabody

Section 15250

Insulation

- Armstrong – Flexible Elastomeric
- Manville – Glass Fiber
- Certainteed – Glass Fiber
- Knoff – Glass Fiber
- Owens-Corning – Glass Fiber

Rigid Foam Insulation

- Trymer 2000
- Apache ISO-25

Vapor Barrier

- Saran

Polymer Foam Insulation

- IMCOA
- Halstead
- Tubolit

Blanket Type Insulation

- Manville
- Certainteed Knoff
- Owens – Corning

Glass Fiber Board Type Insulation

- Manville
- Certainteed
- Knoff
- Owens – Corning

Materials for Fitting & Valves

- Foster Seaglass
- UNI-Fit
- Molded Acoustical Products
- Hamfab
- Zeston Division of Mansfield
- Armstrong

Section 15510

Hydronic Piping

- NONE FOUND

Section 15515

Hydronic Specialties

Expansion Tanks, Air Separators, Pump Suction Fittings, Combination Pump Discharge Valves

- Bell & Gossett
- Taco
- Wheatley

Section 15540

HVAC Pumps

In-Line Circulators, Base Mounted Pumps

- B&G
- Taco
- Armstrong
- Aurora
- Weinman

Section 15541

Variable Speed Pumping Package

- ITT Bell & Gossett
- Synchroflow
- Systecon

Section 15556 - Boilers

- Aerco
- Fulton
- Lochinvar Intelli-Fin

- Peerless
- Weil McLain
- Smith

Section 15575

Breechings, Chimneys & Stacks

- Metalasbestos
- Stacks
- Vanpacker

Section 15682

Air/Water Cooled Water Chillers

- Trane
- McQuay
- Carrier
- York

Section 15770

Packaged Air Conditioning Units

- Trane
- Carrier
- McQuay
- York

Section 15790

Air Coils

Water Coils

- Trane
- Carrier
- McQuay
- York

Section 15835

Terminal Heat Transfer Units

2.1 Convectors

- Trane
- Sterling
- Vulcan

2.2 Unit Heaters

- Sterling
- Modine
- Airtherm
- Trane

2.3 Cabinet Heaters

- Sterling
- Modine
- Airtherm
- Trane

2.4 Electric Baseboard

- Markel
- Trane
- Vulcan
- Sterling

2.5 Electric Unit Heaters

- Markel
- Trane
- Sterling
- Airtherm

2.6 Electric Cabinet Unit Heaters

- Trane
- Sterling
- Airtherm

Section 15850

Air Handling Units

- McQuay
- Trane
- Carrier
- York

Section 15860

Centrifugal Fans

- Greenheck
- Cook
- Penn

Section 15870

Power Ventilators

- Greenheck
- Cook
- Penn

Section 15890

Ductwork

- United McGill
- Monroe Sheet Metal
- Semco
- R.V. Money

Section 15910

Ductwork Accessories

2.2 Backdraft Dampers

- Ruskin
- Vent Products
- Arrow

2.4 Fire Dampers

- Ruskin
- Safe Air
- Prefco

2.5 Smoke Dampers

- Ruskin
- Safe Air
- Prefco

2.6 Flexible Duct Connections

- Ventaire
- Z-Flex
- Pepco

2.7 Volume Control Dampers

- Ruskin
- Air Balance
- Safe Air

Section 15911

Intake and Relief Hoods

- Greenheck
- Cook
- Penn

Section 15930

Air Terminal Units

- Trane
- Envirotech
- Nailor Industries, Inc.
- Titus

Section 15940

Air Outlets and Inlets

- Metalaire
- Titus
- E.H. Price
- Nailor Industries

Section 15975

Digital Control Equipment

- Alerton (Hoffman & Hoffman)
- T.A.C.
- A.L.C.

Section 15980

Instruments and Control Elements

2.2 Control Panels

- Invensys
- Alerton
- A.L.C.

2.3 Control Valves

- Alerton
- Barber Coleman
- Siemens
- Belimo

Actuators

- Belimo
- Invensys
- Siemens

2.4 Dampers

- Ruskin
- Safe Air
- Nailor

2.5 Damper Operator

- Belimo
- Invensys
- Siemens

2.6 Input Devices

- Alerton
- Siemens
- Invensys
- A.L.C.

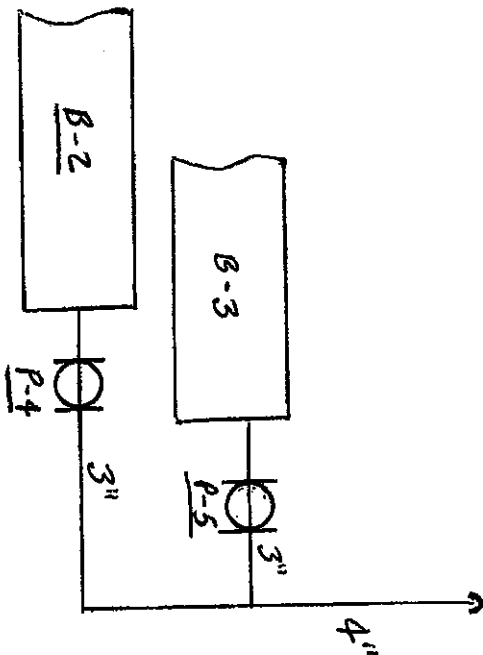
2.7 Thermostats & Line Voltage T'stats

- Invensys
- Alerton
- A.L.C.

2.8 Outdoor Reset Thermostat & Immersion, Thermostat & Electric Low Limit Duct Thermostat

- Invensys
- Alerton
- A.L.C.

ALTERNATE 1



SIDE VIEW OF STACKED BOILER
PIPING ARRANGEMENT "AA"
 NTS

ADD ALTERNATE 1



Maintenance

201 Venus Street
Monroe, NC 28112
Phone 704.296.3160 Fax 704.296.3163
www.ucps.k12.nc.us

Dr. Ed Davis – Superintendent

Board of Education

L. Dean Arp, Jr. – Chairman
John Collins – Vice Chairman
John Crowder
Carolyn J. Lowder
Laura Minsk
Kimberly Morrison-Hansley
John Parker
David Scholl
Richard Weiner

ADDENDUM 1

PROJECT: BOILER REPLACEMENT AT SUN VALLEY HIGH SCHOOL
IFB# 1-9736018

DUE DATE: 2:00 pm on Thursday, August 19, 2010

Contractor shall fulfill all requirements listed within IFB 1-9736018 with additions and/or changes noted below:

The following are questions received regarding this project and the answers to those questions:

1. There are two pumps in the closet in room 151. One is a condensate tank w/pump and the other is an inline circulatory pump on the hot water. Which one should be removed and replaced, or are you asking for both to be removed and replaced?
 - a. Both are to be removed and not replaced.
2. The pipe going through the duct in the auditorium that is also going to be replaced-do you want that rerouted (if possible) to go around the ductwork this time?
 - a. Yes
3. Are you thinking the water coil in the auditorium will have to be removed and replaced through the roof or are you aware of another way to get that size of equipment through that little door?
 - a. It is our belief that the equipment will fit through the door.
4. What is the roof material-gravel, asphalt, etc?
 - a. Rubber Membrane
5. The specs say that you can replace with either an oil or gas boiler; however, only see gas lines at the school?
 - a. The boiler shall be gas only.
6. Does the existing equipment being returned to UCPS?
 - a. The only item that shall be returned to UCPS is the Blue Boiler Feed Tanks System with pump. All other equipment that is being replaced shall be properly disposed off Union County Public Schools property. (Part 2-A-4 of IFB 1-9736018 is no longer a requirement).
7. Will this job require sealed electrical drawings?
 - a. Yes, UCPS will supply the sealed drawings to the awarded contractor. For bidding purposes, all bidders shall provide an allowance of \$15,000.00 in their bids to cover the electrical expense.

UCPS

UNION COUNTY PUBLIC SCHOOLS

Maintenance

201 Venus Street
Monroe, NC 28112
Phone 704.296.3160 Fax 704.296.3163
www.ucps.k12.nc.us

Dr. Ed Davis - Superintendent


Board of Education
L. Dean Arp, Jr. - Chairman
John Collins - Vice Chairman
John Crowder
Carolyn J. Lowder
Laura Minsk
Kimberly Morrison-Hansley
John Parker
David Scholl
Richards Weiner

8. The Delivery/Installation section on page 3 of IFB 1-9736018 states that the project must be completed within 60 consecutive calendar days. Is this a requirement?
- a. No, this is not a requirement. Bidder may list the amount of days it will take to complete this project. It is recommended the bidder also submit a proposed work schedule incorporating the delivery of equipment, installation without disruption of school's activities, and planned school holidays. The UCPS calendar is attached for your reference. If completion is into the heating season, the project will have to be delayed.
9. Will you extend the bid due date?
- a. The bid due date is hereby extended to 2:00 pm on Thursday, August 19, 2010. Bids will be received until this time at 201 Venus Street, Monroe, NC 28112.

CLARIFICATION

1. Contractor shall provide a differential pressure transmitter in the closet of room 151 to control the VFD pumps P1 and P2.
2. Alternate 1 shall include pricing for pump P2 and VFD. (Pump 1 and VFD as Base Bid).
3. Alternate 1 shall be priced as a total-not as an addition to base bid.

Please sign indicating that you have received and reviewed this addendum and return to fax 704-283-2371 or include within bid package.


Signature
G.C. MEETZE

P.C. GODFREY, INC.
Company

Will you be placing a bid on this project?

☒ Yes☐ No

08-18-2010 09:32 FROM-UCPS PURCHASING

7042832371

T-875 P.002/002 F-640



Maintenance

201 Venus Street
Monroe, NC 28112
Phone 704.296.3160 Fax 704.296.3163
www.ucps.k12.nc.us

Dr. Ed Davis - Superintendent

Board of Education
L. Dean Arp, Jr. - Chairman
John Collins - Vice Chairman
John Crowder
Carolyn J. Lowder
Laura Minsk
Kimberly Morrison-Hansley
John Parker
David Scholl
Richard Weiner

ADDENDUM 2

PROJECT: BOILER REPLACEMENT AT SUN VALLEY HIGH SCHOOL
IFB# 1-9736018

DUE DATE: 2:00 pm on THURSDAY, AUGUST 19, 2010

Contractor shall fulfill all requirements listed within IFB 1-9736018 with additions and/or changes noted within Addendum 1 and provided below:

- ❖ The specification for Pumps P-1 and P-2 shall be changed from 7-1/2 hp to 10 hp.
(The type of pump will remain the same.)
- ❖ Contractor shall provide and install heat tracing to the piping on roof (approximately 500 feet).

Please sign indicating that you have received and reviewed this addendum and return to fax 704-283-2371 or include within bid package.


Signature

P.C. GODFREY, INC.
Company

Will you be placing a bid on this project?

☒ Yes

☐ No

Attachment C

Union County Public School Certification Form

PROJECT: SUN VALLEY HIGH SCHOOL BOILER REPLACEMENT 1-9736018

DESCRIPTION	REQUIRED	N/A	COMMENTS
CERTIFICATE OF OCCUPANCY AND COMPLIANCE/INSPECTIONS	X		DATE OF OCCUPANCY/ INSPECTION BY UCPS PROJECT MANAGER
CERTIFICATE OF FIRE INSPECTION REPORTS	X		
CERTIFICATE OF FINAL CLEAN UP	X		
CERTIFICATION OF OWNER INSTRUCTION OF EQUIPMENT AND SYSTEMS	X		
CERTIFICATION OF COMPLETION OF PUNCH LIST ITEMS AND COPY OF PUNCH LIST	X		
CERTIFICATION OF NON-USE OF LEAD PAINT PRODUCTS	X		
CERTIFICATION OF NON-USE OF ASBESTOS CONTAINING PRODUCTS	X		
CERTIFICATION THAT REQUIRED TOOLS, SPARE PARTS, ATTIC STOCK, WERE DELIVERED TO OWNER	X		
WARRANTY ON ALL PRODUCTS AND LABOR	X		
OPERATIONS AND MAINTENANCE BOOKS	X		

ADDITIONAL COMMENTS

Signature

(Acknowledging all requirements have been met)

Date

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

Attachment D

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."



CERTIFICATE OF LIABILITY INSURANCE

OP ID C2
PCGOD-1

DATE (MM/DD/YYYY)

09/16/10

PRODUCER Ascension Ins. Agency - CLT Morehead Street Branch 1051 E Morehead St Ste 100 Charlotte NC 28204 Phone: 704 688 1270 Fax: 704-375-9013		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED P.C. Godfrey, Inc. Jeff Nelson PO Box 668567 Charlotte NC 28266		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Acadia Insurance Company	
		INSURER B: Builders Mutual Insurance Co	10844
		INSURER C: Hanover Insurance Company	22292
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPA420091741	04/01/10	04/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
						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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPA420091741	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CPA420091741	04/01/10	04/01/11	EACH OCCURRENCE	\$ 3,000,000
						AGGREGATE	\$ 3,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	WCP1001254	04/01/10	04/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		OTHER Installation & Bldrs Risk	IHR514396601	04/01/10	04/01/11	Limit	\$2,800,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Project: Sun Valley HS Boiler Replacement Union County Board of Education is included as additional insured on the GL, Auto & Umbrella, ATIMA for this project.							

CERTIFICATE HOLDER

CERTIFICATE HOLDER UNION-4 Union County Bd of Education 400 North Church Street Monroe NC 28112	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Russell E. Young</i>
--	---

North Carolina Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, P.C. Godfrey, Inc., Box 668567, Charlotte, NC 28266

as Principal, and Fidelity and Deposit Company of Maryland, as Surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Union County Public Schools

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

Dollars, (\$ 5% of Bid) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 19th day of August, 2010.

WHEREAS, the said Principal is herewith submitting proposal for
Sun Valley High School Boiler Replacement - HVAC

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and furnish bonds as required by North Carolina statutes within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance and payment bonds as required by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof.

J. E. Chamberlain
Witness

P.C. Godfrey, Inc., Box 668567, Charlotte, NC 28266 (SEAL)

Principal

BY: Charles B. Martin

President

Title

Fidelity and Deposit Company of Maryland

Surety

Russell E. Young
Witness

BY: Craig W. Hansen (SEAL)

(Attorney-in-Fact)

Title

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Russell E. YOUNG, Robert C. BOYD, Deborah B. GRAVELL and Craig R. HANSEN, all of Charlotte, North Carolina, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Russell E. YOUNG, Robert C. BOYD, Deborah B. GRAVELL, dated March 21, 2005.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of June, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

William J. Mills

Gregory E. Murray Assistant Secretary

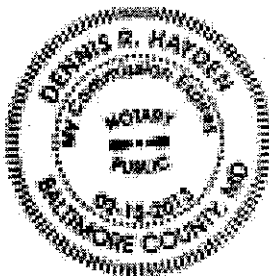
William J. Mills

Vice President

State of Maryland }
Baltimore County } ss:

On this 18th day of June, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid
State of North Carolina AFFIDAVIT A - Listing of the Good Faith Effort

County of Mecklenburg
Affidavit of P. C. GODFREY, INC.

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
Bidder must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

- ☒ 1 - (10 Points) 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 Points) 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 Points) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ 4 - (10 Points) 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 Points) Attended probed meetings scheduled by the public owner.
- ☐ 6 - (20 Points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 - (15 Points) 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 Points) 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 Points) 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 Points) 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: 8/19/2010

Name of Authorized Officer: Charles B. Martin, Jr.

Signature: *Charles B. Martin, Jr.*

Title: President

SEAL

State of North Carolina, County of Mecklenburg

Subscribed and sworn to before me this 19th day of August, 2010

Notary Public *John A. Chamberlain*

My commission expires 8/28/2012

(Bidder)

do hereby certify that on this project we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

The total value of minority business contracting will be (\$) 0.00.

I, _____,
(Bidder)

further certify that I/my firm is itself a minority business enterprise in the _____
category as defined above. (select and make appropriate entry from above list)

SUBCONTRACT PERFORMANCE BONDBond No. PRF08768283

KNOW ALL MEN BY THESE PRESENTS:

That P.C. Godfrey, Inc., PO Box 668567, Charlotte, NC 28266,

(Here insert the name and address, or legal title, of the Subcontractor)

as Principal, hereinafter called Principal, and Fidelity and Deposit Company of Maryland, a corporation of the State of Maryland, with its home office, 600 Red Brook Blvd., Owings Mills, MD 21117 hereinafter as Surety, called Surety, are held and firmly bound unto Union County Board of Education, 400 North Church Street, Monroe, NC 28112

(Here insert the name and address, or legal title, of the General Contractor)

as Oblige, hereinafter called Oblige, in the amount of

One Hundred Seventy-Four Thousand Eight Hundred and 00/100 Dollars (\$174,800.00),

for the payment of which 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 August 20, 2010 entered into a subcontract with Oblige for Sun Valley High School Boiler Replacement

in accordance with drawings and specifications prepared by N/A

(Here insert full name)

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Oblige to be in default under the subcontract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Oblige, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price," as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the subcontract and any amendments thereto, less the amounts heretofore properly paid by Oblige under the subcontract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 16th day of September, 2010P.C. Godfrey, Inc., PO Box 668567, Charlotte, NC 28266

Jeffrey W. Godfrey (SEAL)
Principal

Fidelity and Deposit Company of Maryland

By Craig R. Hansen
Craig R. Hansen, Attorney-in-Fact

Russell E. Young
PRF80010ZZ0601f

SUBCONTRACT LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That P.C. Godfrey Inc., PO Box 668567, Charlotte NC 28266,

(Here insert the name and address, or legal title, of the Subcontractor)

as Principal, hereinafter called Principal, and Fidelity and Deposit Company of Maryland, a corporation of the State of Maryland, with its home office, 600 Red Brook Blvd., Owings Mills, MD 21117, as Surety, hereinafter called Surety are held and firmly bound unto Union County Board of Education, 400 North Church Street, Monroe, NC 28112

(Here insert the name and address, or legal title, of the General Contractor)

as Obligor, hereinafter called Obligor, for the use and benefit of claimants as hereinbelow defined, in the amount of One Hundred Seventy-Four Thousand Eight Hundred and 00/100

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

Dollars (\$ 174,800.00), for the payment where 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 August 20, 2010 entered into a subcontract with Obligor for Sun Valley High School Boiler Replacement

in accordance with drawings and specifications prepared by

N/A

(Here insert full name and title)

which subcontract is by reference made a part hereof, and is hereafter referred to as the subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the 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 subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions.

- (1) A claimant is defined as one having a direct contract with 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 subcontract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligor 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 Obligor 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) After the expiration of one (1) year following the date on which Principal ceased work on said subcontract it being understood, 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.
 - (b) Other than in a 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.

Signed and sealed this 16th day of September, 2010

P.C. Godfrey Inc., PO Box 668567, Charlotte NC 28266

Principal

Jeffrey W. Godfrey

(SEAL)

Fidelity and Deposit Company of Maryland

Surety

By

Craig R. Hansen

, Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Russell E. YOUNG, Robert C. BOYD, Deborah B. GRAVELLY and Craig R. HANSEN, all of Charlotte, North Carolina, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Russell E. YOUNG, Robert C. BOYD, Deborah B. GRAVELLY, dated March 21, 2005.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of June, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

Gregory E. Murray Assistant Secretary

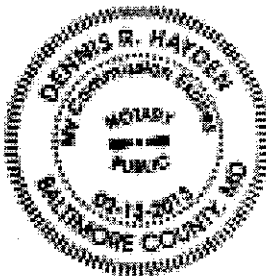
William J. Mills

Vice President

State of Maryland }
Baltimore County } ss:

On this 18th day of June, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013



UNION COUNTY PUBLIC SCHOOLS

Growing Possibilities...

PROJECT:
REFERENCE NUMBER:
BID OPENING:

SUN VALLEY HIGH-BOILER REPLACEMENT
1-9736018
2:00 PM ON THURSDAY, AUGUST 19, 2010

	COMPANY	BASE BID	ALTERNATE 1	TOTAL DAYS	COMMENTS
1	ACTION MECHANICAL	\$144,500.00	\$179,500.00	90	
2	LT MECHANICAL	\$182,891.00	\$222,448.00	60	
3	MSS SOLUTIONS	\$277,493.00	\$323,476.00	-	
4	PC GODFREY, INC	\$153,000.00	\$174,800.00	75	
5	REDBLUE, INC	No Bid	No Bid	No Bid	
6	SOUTHERN PIEDMONT PIPING	No Bid	No Bid	No Bid	
7	STEELE'S HEATING AND AIR	\$178,292.00	\$218,372.00	60	
8	THERMAL CONDITIONING	No Bid	No Bid	No Bid	
9	UNION MECHANICAL	No Bid	No Bid	No Bid	
10					

REMITTANCE

NORTH CAROLINA PUBLIC SCHOOLS

PURCHASE ORDER

UNION COUNTY PUBLIC SCHOOLS

307 E. JEFFERSON STREET
MONROE, NORTH CAROLINA 28112

Purchasing Telephone (704) 290-1547

Accounts Payable (704) 290-1549

Fax (704) 282-0202

PAGE:1

560494928

P.O. NUMBER:

3685

VENDOR: 14279

SHIP TO:

P C GODFREY INC
JEFFREY NELSON
1816 ROZZELLS FERRY ROAD
CHARLOTTE, NC 28266

UNION COUNTY PUBLIC SCHOOLS029
MAINTENANCE DEPT.
201 VENUS STREET
MONROE, NC 28112
MAINTENANCE/PENNY

** E-Procurement Purchase Order - File Copy **

DATE 9/23/10

PR10236482

9/23/10

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
43444.00 DOL	4.9015.759.523.360.000.00 SVH BOILER REPLACEMENT 1-97360 18 REPLACE BOILER AT SUN VALLEY H IGH SCHOOL PER CONTRACT 1-9736 018 (LABOR COST) Commodity Code: 820-08	1.0000	43444.00
1.00 EA	4.9015.759.523.360.000.00 SVH BOILER REPLACEMENT 1-97360 18 REPLACE BOILER AT SUN VALLEY H IGH SCHOOL PER CONTRACT 1-9736 018 (MATERIAL COST) Commodity Code: 820-08	121908.1200	121908.12
		TAXES	165,352.12 9,447.88
		TOTAL	174,800.00 *****

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE SCHOOL
BUDGET & FISCAL CONTROL ACT

Daniel L. Kayser
FINANCE OFFICER

DATE: 9-23-10

MATERIALS RECEIVED AND INSPECTED BY:

DATE:

THIS PURCHASE APPROVED BY:

ADMINISTRATOR'S SIGNATURE / DATE

THIS PURCHASE APPROVED BY:

EXCEPTIONAL CHILDREN DIRECTOR

TECHNOLOGY DIRECTOR

DATE

Union County Public Schools

Preliminary Purchase Order Requisition

For Purchases: \$500 - \$5,000

500 North Main Street / Suite 700
Monroe, North Carolina 28112

Telephone (704) 283-3775
Fax (704) 289-9852

Vendor: P.C. GODFREY
(MECHANICAL CONTRACTOR)

Ship To:

Union County Public Schools
Department of Facilities
116 N. Main Street
Monroe, NC 28112

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
LS	BOILER REPLACEMENT & PIPING MODIFICATIONS @ SUN VALLEY H.S.	\$174,800	\$174,800 ⁰⁰ (INCLUDES SALES TAX)
<div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 150px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> RETURN TO PENNY </div>		Total	
		Tax	
		Shipping	
		Grand Total	\$174,800 ⁰⁰

Type Requisition:

Emergency Non-Emergency

Work Order # 146912

Requisitioned By:

Maintenance Staff:
Team Coordinator:

[Signature]

Date: 9/17/10

Approved By:

Assistant Director
Executive Director

[Signature]

Date: 9/20/10

Accounting:

G/L Account Code

4.9015.759.523.360

PO or PR # _____ Date: _____