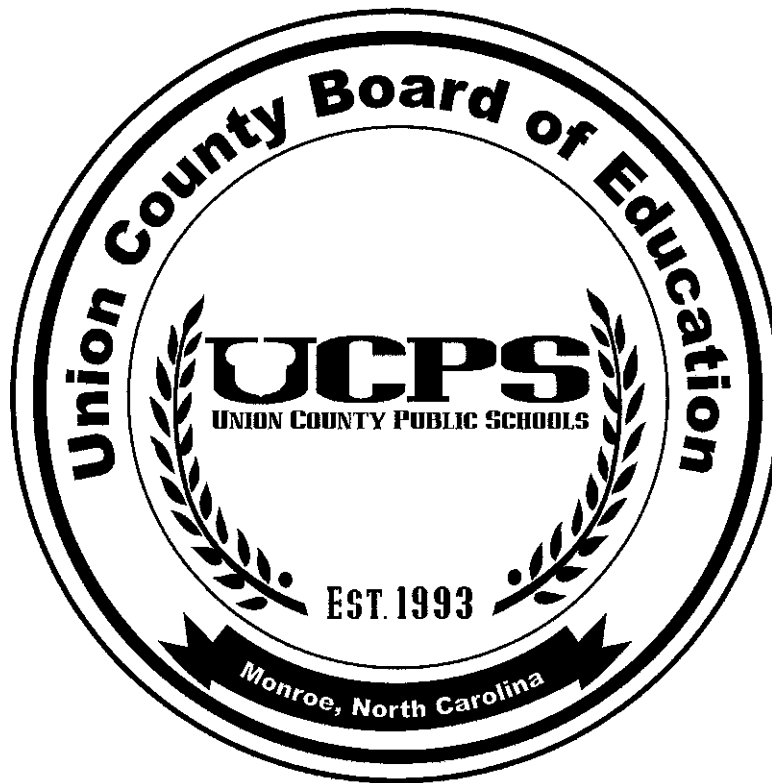


# **UNION COUNTY PUBLIC SCHOOLS**



## **Benton Heights Elementary School of the Arts Window Replacement**

**1-9730461**

**CONTRACT**

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS WINDOW REPLACEMENT**

This Contract for Benton Heights Elementary School of the Arts Window Replacement (this "Contract") is made and entered into the 1st day of March 2011 between The Union County Board of Education (UCBOE), administering the Union County Public Schools (UCPS), located at 400 North Church Street, Monroe, North Carolina 28112 and Davidson Sash & Door, Inc. located at 1358 Piedmont Drive, Lexington, North Carolina 27295-1952; hereby, known as Davidson Sash & Door, Inc. or Contractor for and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

**I. Obligations of Contractor.** The Contractor agrees to furnish all equipment, labor, materials and supervision necessary to complete the Scope of Work identified in **Attachment B** and the following Contract Documents:

Drawings: See **Attachment E**.

Specifications: See **Attachment E**.

Addenda: Addendum No. 1 and Addendum No. 2

Additional provisions:

- A. Contractor shall repair and restore to its original condition any material or surface damaged by its operations.
- B. Contractor shall fulfill the requirements listed within the UCPS Certification Form (**Attachment C**), sign and return with invoice.
- C. Contractor shall complete the NC Sales and Use Tax Certification Form enclosed in the specifications and noted in the Union County Public Schools / Union County Agency Lease Agreement for Sales Tax Reimbursement (**Attachment D**) and return with each invoice.
- D. Contractor shall receive prior approval by the UCPS Purchasing and Contract Coordinator for all subcontractors.
- E. Contractor and all Subcontractors shall be properly licensed in the state of North Carolina for a work being performed on Union County Public School's property. Evidence of this license shall be presented with 24 hours of request.
- F. All representatives of Contractor shall dress appropriately for school environment and perform work in a professional manner. Failure to comply with this requirement could result in the representative being forced to leave the Owner's property. The determination of compliance will be the sole discretion of Union County Public Schools.
- G. Union County Public Schools are tobacco free. All Contractors must agree to refrain from tobacco use while on school property.
- H. Contractor shall provide daily cleanup and remove all debris off UCPS property. (UCPS Dumpsters are not to be used).
- I. Contractor is responsible for a turn-key project.

**II. Warranty.**

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

**III. Commencement Date.**

- A. Contractor may proceed upon receipt of purchase order. Access to the site will begin on June 14, 2011. The project must be Substantially Complete by July 15, 2011. The project must be Finally Complete by July 22, 2011.
- B. Contractor may work on business days during the hours of 8:00 am through 5:00 pm providing no disruption to school's activities. All work shall be coordinated with the UCPS Project Representative.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS WINDOW REPLACEMENT**

**IV. Damages.**

- A. Liquidated Damages.** The damages that UCPS will encounter if job is not completed by the time specified herein (see section III-A), will allow liquidated damaged (not penalty) of \$500.00 per day until the date of Substantial Completion. Substantial Completion means the Contractor has fulfilled the scope of work and requirements pertaining to this project and that the project may be used for the purpose intended. Substantial Completion must be with approval of Union County Public Schools. Extended time must be requested in writing to the UCPS Project Coordinator 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 UCPS for review.

**V. Obligations of UCBOE.** The UCBOE agrees:

- A.** For all services provided above, Contractor will be paid the Contract Sum of \$177,300.00 and is subject to additions and deductions by approved Change Orders. Both parties mutually agree that a deduct change order will be issued in the amount of \$3,000.00 if temp glazing (Alternate 1) is not a requirement by the Department of North Carolina Inspections. All requests for payment received will be on net 30 terms. Payment is enumerated as follows:
- B. Base Bid:** \$ 174,300.00  
**Alternate No. 1 (Furnish tempered glass at Sliding Windows):** \$ 3,000.00
- C. UNIT PRICES:** Not Applicable
- D. ALLOWANCES** (to be included in the Contract Sum):  
\$10,000.00  
Allowance No. 1 – Unforeseen Allowance
- E.** Contractor to submit requests for payment using AIA Document G702 Application and Certification for Payment. Requests are due to the architect by the 25<sup>th</sup> of the month for work completed in the previous period. All Applications for Payment shall have the completed NC Sales and Use Tax Certification Form. Failure to submit these documents with the Application may delay payment. Retainage will be held in accordance to the North Carolina General Statute 143-134.1. Attached to the final Application shall be the signed copy of Union County Public School's Certification Form (**Attachment C**) and the required documentation listed within the scope of work (**Attachment B**).
- F.** The terms and conditions stated in this contract govern all other terms and conditions.

**VI. Project Representatives**

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

- A.** David D. Pope, AIA Assistant Director, Planning and Construction, is Owner Representative for UCBOE.  
Telephone 704.296.5960 ext.284
- B.** Scott Larner is designated as the Contractor's Project Coordinator for Davison Sash and Door, Inc. and is fully authorized to act on behalf of the Contractor in connection with this Contract.  
Telephone 704.293.0935
- C.** Penny Helms is designated as the Purchasing and Contract Coordinator for UCBOE.  
Telephone 704.296.3160 ext. 893.

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS WINDOW REPLACEMENT**

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

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

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

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

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

Property Insurance- The Contractor is to provide Property Insurance (Builders Risk and a single Installation Floater for all his Sub-Contractors or an Inland Marine 'All Risk' form). Insurance shall be written on the Commercial Property Special form or an Inland Marine 'All Risk' form to cover 100% of the value of the completed work. He shall furnish a Certificate of Insurance and associated Coverage Form within 10 days of Notice to Award Contract. The Contractor shall furnish a copy of the actual policy to the Owner prior to but no later than his first request for payment, not to exceed 45 days from award of Contract or Notice to proceed whichever comes first.

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

Certificates of such insurance shall be furnished by the Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either the Contractor or the insuring company. Insurance coverage shall be listed on the standard ACORD Certificate of Liability Insurance form.

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS WINDOW REPLACEMENT**

**VIII.**    **Bonds-** The Contractor shall furnish the following:

**Bid bond:** to be furnished in lieu of cash or check as bid security. The amount is to be equal to 5% of the bid.

**Performance Bond and a Labor and Material Payment Bond:** Furnish each in the amount of 100% of the Contract Sum, executed by a surety company licensed to do business in the State of North Carolina and who shall be acceptable to the UCBOE. The form of the Performance Bond and Labor and Material Payment Bond shall be subject to approval by the UCBOE. Attach one copy of each bond to each of the contracts.

The Performance Bond and the Labor and Material Payment Bond shall be executed by an Attorney-In-Fact. There shall be attached to each copy of the bonds a certified copy of Power of Attorney properly executed and dated. Each copy of the bond shall be counter-signed by an authorized individual agent of the surety company licensed to transact business in North Carolina. The title "Licensed Residence Agent" shall appear after the signature. The seal of the surety company shall be impressed on each copy of the Bond. The Contractor's signature on the Performance Bond and on the Labor and Material Payment Bond shall correspond to the signature on the Contract."

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS WINDOW REPLACEMENT**

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

**DAVIDSON SASH & DOOR, INC.**


By: \_\_\_\_\_

Title: \_\_\_\_\_

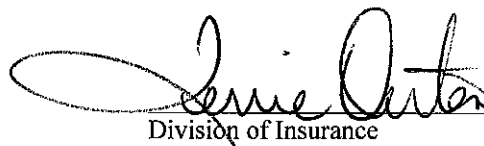
\_\_\_\_\_ Date

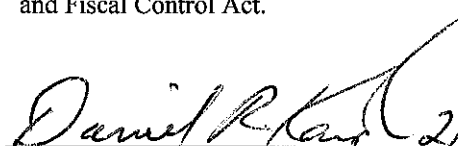
Contractor's Federal Identification #  
[if Contract is with Organization]

\_\_\_\_\_ or Social Security Number  
[if Contract is with individual]

 3/1/11  
\_\_\_\_\_  
Chairman of UCBOE Date

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

 2/23/11  
\_\_\_\_\_  
Division of Insurance  
& Risk Management Date

 2/23/11  
\_\_\_\_\_  
Finance Officer Date

*see attached*  
\_\_\_\_\_  
UCBOE Attorney Date

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS WINDOW REPLACEMENT**

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

**DAVIDSON SASH & DOOR, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ Date

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

\_\_\_\_\_ or Social Security Number  
[if Contract is with individual]

\_\_\_\_\_  
Chairman of UCBOE Date

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

\_\_\_\_\_  
Division of Insurance & Risk Management Date

\_\_\_\_\_  
Finance Officer Date

*Michael R. Delfino* 2/23/11  
\_\_\_\_\_  
UCBOE Attorney Date

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

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

**UNION COUNTY BOARD OF EDUCATION CONTRACT  
BENTON HEIGHTS ELEMENTARY SCHOOL OF THE ARTS WINDOW REPLACEMENT**

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.

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

**ATTACHMENT B**

**TITLE: Benton Heights Elementary School of the Arts- Window Replacement**

USING AGENCY: Union County Public Schools  
ISSUE DATE: February 1, 2011  
ISSUING AGENCY: UNION COUNTY PUBLIC SCHOOLS  
FACILITIES DEPARTMENT

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 pm on February 17, 2011**, for furnishing services described herein.

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

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>
UNION COUNTY PUBLIC SCHOOLS FACILITIES DEPARTMENT 201 VENUS STREET MONROE, NC 28110

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

**Direct all inquiries concerning this RFP to:**

DAVID D. POPE, AIA  
ASSISTANT DIRECTOR  
PLANNING AND CONSTRUCTION  
UNION COUNTY PUBLIC SCHOOLS  
201 VENUS STREET  
MONROE, NC 28110  
david.pope@ucps.k12.nc.us

**Pre- bid Meeting:**

A mandatory site visit is scheduled for 3:00 PM on Wednesday, February 9, 2011 at Benton Heights Elementary School located at 1200 Concord Avenue, Monroe NC 28110. Prospective bidders will meet in the office first. All addenda must be in writing. Bidders bidding otherwise will do so at their own risk.

**Introduction:**

*It is the intent of Union County Public Schools to contract for new window replacement at Benton Heights Elementary School of the Art, Monroe, NC. This work will involve removal of the existing aluminum windows and slate sills in the two story classroom building, The Contractor will install new aluminum windows as specified in the Contract and resize and re-install the existing slate sills at these locations. The contractor will also furnish and install new blinds for these windows.*



## Scope of Work

### ***Base Bid:***

Contractor shall furnish all equipment, material, labor, supervision and travel necessary to provide fulfill the Scope of Work as indicated within the drawings and specifications and addenda as provided by UCPS.

## Additional Requirements

### ***Contractor shall fulfill the following requirements:***

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

Contractor shall complete the Contractor Information and Subcontract Information Forms.

Contractor shall receive approval for all subcontractors.

Contractor shall comply with the Jessica Lunsford Act

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

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

Contractor shall safeguard the project area at all times.

Contractor shall be responsible for all measurements

## Duration of Project

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

Contractor may have access to the site to begin construction on June 14, 2011. Project is to be Substantially Complete on July 15, 2011. Project is to be Finally Complete on July 22, 2011.

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

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

All work pertaining to this project shall be coordinated between the assigned Contractor's Project Representative and the UCPS Project Representative. The Contractor's Project Representative must be able to fluently speak and read the English language and shall be the sole contact during this project. Any substitutions shall be in writing in advance to with notification of the new Project Representative's name and contact information.

## Warranty

### **Contractor shall provide the minimum warranties listed below:**

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

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

Contractor shall fulfill all requirements listed on the UCPS Certification Form

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

Material and Labor Cost

Equipment Cost

Travel Cost

## Qualifications

### **Contractor shall meet the following requirements:**

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

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

All subcontractors must be approved by Union County Public Schools.

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

### **THE PROCUREMENT PROCESS**

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

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

#### **ONE-STEP:**

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

# FORM OF PROPOSAL

## Benton Heights Elementary School of the Arts- Window Replacement # 1-9730461

By submitting this proposal, the bidder certifies the following:

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

It can obtain insurance certificates as required within 48 hours after bid opening.

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

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

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

The bidder can and will provide the specified bid bond, performance bond and labor and material bond or alternate performance guarantee.

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

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

Cost of Materials \$ One hundred six thousand three hundred fifty six dollars \$106,356.00

Cost of Labor \$ Fifty seven thousand nine hundred forty four dollars \$ 57,944.00

Allowance for Unforeseen Conditions \_\_\_\_\_ \$10,000.00

**BASE BID:** Total Base Bid Proposal (Materials, Labor, Allowance for Unforeseen Conditions) \$ 174,300.00

One hundred seventy four thousand three hundred dollars

**ALTERNATE No. 1** – Furnish tempered glass at Sliding Windows \$ three thousand dollars \$ 3,000.00

**ADDENDA:** I have received Addendum No. 1 and Addendum No. 2 \_\_\_\_\_

**BIDDER:** DAVIDSON SASH & DOOR, INC.

**ADDRESS:** 1358 PIEDMONT DRIVE

**CITY, STATE, ZIP:** LEXINGTON, NORTH CAROLINA 27295-1952

**TELEPHONE NUMBER** 800/472-7274 **FAX:** 336/249-7750

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 56-1196330

**E-MAIL:** slarner@davidsonsash.com

**Principal Place of Business** if different from above : \_\_\_\_\_

**BY:** Jane D. Worley **TITLE:** PRESIDENT **DATE:** 02/17/11

(Signature)

Jane D. Worley

(Typed or printed name)

Form of Proposal revised 2/11/2011

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

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



**GENERAL CONTRACT TERMS AND CONDITIONS**  
**(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval of Union County Public Schools. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the UCPS shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of UCPS become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by UCPS by virtue of any breach of this agreement, and UCPS may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the UCPS from such breach can be determined.  
  
In case of default by the Contractor, UCPS may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. UCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the system.  
  
In addition, in the event of default by the Contractor under this contract, UCPS may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the System has with the Contractor, and de-bar the Contractor from doing future business with the System.  
  
Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, UCPS may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with UCPS and de-bar the Contractor from doing future business  
  
Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
6. **TERMINATION:** UCPS may terminate this agreement at any time by 15 day notice in writing from UCPS to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of UCPS become its property. If the contract is terminated by the UCPS as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct Application for Payment(s) in accordance with any special payment schedule identified in this RFP. UCPS is responsible for all payments to the contractor under the contract.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to UCPS for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of UCPS.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse UCPS for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** UCPS shall have access to persons and records as a result of all contracts or grants entered into by UCPS.  
The Contractor shall retain all records for a period of three years following completion of the contract.

13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, UCPS may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate UCPS to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation -** The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - Commercial General Liability -** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - Automobile -** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. If the Contractor is not an individual the policy limits of such insurance shall not be less than \$1,000,000.00 combined single limit each person/each occurrence. If Contractor is an individual the minimum combined single limit shall be \$100,000.00 each person /\$300,000.00 each accident bodily injury and \$50,000.00 each accident property damage; \$150,000.00 uninsured/underinsured motorist, \$1000.00 medical payment.
  - Property Insurance-** the Contractor is to provide Property Insurance (Builders Risk and a single Installation Floater for all his Sub-Contractors or an Inland Marine 'All Risk' form). Insurance shall be written on the Commercial Property Special form or an Inland Marine 'All Risk' form to cover 100% of the value of the completed work. He shall furnish a Certificate of Insurance and associated Coverage Form within 10 days of Notice to Award Contract. The Contractor shall furnish a copy of the actual policy to the Owner prior to but no later than his first request for payment, not to exceed 45 days from award of Contract or Notice to proceed whichever comes first.
- Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **ADVERTISING:** The bidder shall not use the award of a contract as part of any news release or commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the bidder's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by UCPS and the Contractor. All amendments will be by fully executed Change Order.
20. **TAXES:** Contractor will document all sales tax paid on this project on the State County Sales /Use Tax Statement Certification with submittal of each month's Application for Payment.

21. **GENERAL INDEMNITY:** The contractor shall hold and save UCPS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that UCPS has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against UCPS agents who are involved in the delivery or processing of contractor goods to UCPS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
22. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

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

# **ATTACHMENT C -Union County Public Schools Certification Form**

**PROJECT: Benton Heights Elementary School of the Arts Window Replacement**

DESCRIPTION	REQUIRED	N/A	COMMENTS
CERTIFICATE OF OCCUPANCY AND COMPLIANCE/INSPECTIONS	X		
CERTIFICATE OF FIRE INSPECTION REPORTS		X	
CERTIFICATE OF FINAL CLEAN UP	X		
CERTIFICATION OF OWNER INSTRUCTION OF EQUIPMENT AND SYSTEMS	X		
CERTIFICATION OF COMPLETION OF PUNCH LIST ITEMS AND COPY OF PUNCH LIST	X		
CERTIFICATION OF NON-USE OF LEAD PAINT PRODUCTS	X		
CERTIFICATION OF NON-USE OF ASBESTOS CONTAINING PRODUCTS	X		
CERTIFICATION THAT REQUIRED TOOLS, SPARE PARTS, ATTIC STOCK, WERE DELIVERED TO OWNER	X		
CLOSE OUT DOSCUMENTS INCLUDING WARRANTY ON ALL PRODUCTS AND LABOR, AIA DOCUMENT G706 AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, AIA DOCUMENT G706A AFFIDAVIT OF RELEASE OF LIENS , AIA DOCUMENT G707 CONSENT OF SURETY TO FINAL PAYMENT	X		
OPERATIONS AND MAINTENANCE BOOKS	X		

ADDITIONAL COMMENTS

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\_\_\_\_\_  
Signature

*(Acknowledging all requirements have been met)*

\_\_\_\_\_  
Date

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

## **ATTACHMENT D**

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

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

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

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

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

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

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

## **ATTACHMENT E**

### **LIST OF DRAWINGS AND SPECIFICATIONS**

**Drawings**- Drawings comprising this Contract are listed in the Project Manual – Table of Contents and as amended by Addenda.

**Specifications** - comprising this Contract are listed in the Project Manual – Table of Contents and as amended by Addenda.

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### **SPECIFICATIONS**

Summary of the Work	1 Page
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# Affidavit UCPS – MBE.2A – Listing of the Good Faith Effort Union County Public Schools

(Attach to bid)

Affidavit of DAVIDSON SASH & DOOL, INC.

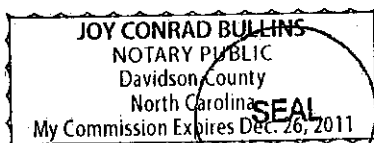
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:  
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive (1 NC Administrative code 30 I.0101)

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

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

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

Date: 2-15-11 Name of Authorized Officer: Jane D. WorleySignature: Jane D. WorleyTitle: President

State of North Carolina, County of Davidson  
Subscribed and sworn to before me this 15 day of February 2011  
Notary Public Joy Conrad Bullins  
My commission expires 12-26-2011



THE  
**CINCINNATI INSURANCE COMPANY**

CINCINNATI, OHIO

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we **DAVIDSON SASH & DOOR, INC.**

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

**UNION COUNTY BOARD OF EDUCATION, 400 N CHURCH STREET, MONROE, NC 28112**  
as Oblige, hereinafter called the Oblige, in the sum of

**5% BID AMOUNT**

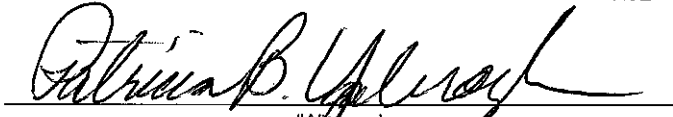
Dollars (\$ \_\_\_\_\_ ),

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


WHEREAS, the Principal has submitted a bid for **WINDOW REPLACEMENT AT BENTON HEIGHTS  
ELEMENTARY SCHOOL OF THE ARTS, MONROE, NC**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed this **14TH** day of **FEBRUARY** 2011


  
(Witness)

**DAVIDSON SASH & DOOR, INC.**  
(Principal) (Seal)

By:   
**JANE D. WORLEY, PRESIDENT** (Title)

**THE CINCINNATI INSURANCE COMPANY**  
(Surety) (Seal)

  
(Witness)

By:   
**PHYLLIS S. SINK** Attorney-in-Fact

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Jack A. Calvert, Jr.; Walter D. Rouse; Phyllis Sink;  
Christopher W. Gall and/or Penny P. Watts

of Lexington, North Carolina

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Five Million and No/100 Dollars (\$5,000,000.00).

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

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

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

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of August, 2004.

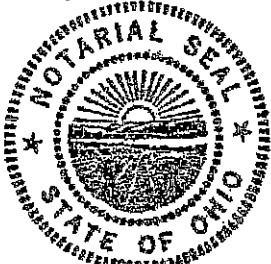


STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*David L. McHardy*  
Senior Vice President

On this 1st day of August, 2004, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 14th day of February 2011



*Gregory J. Schlemmer*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PS

DATE (MM/DD/YYYY)

02/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Mountcastle Insurance</b> P.O. Box 1937 307 West Center Street Lexington, NC 27293-1937 <b>Walt Rouse, CPCU, ARM</b>	336-249-4951 336-249-7759	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: <b>DAYSA-1</b>	FAX: (A/C, No):
INSURED <b>Davidson Sash &amp; Door, Inc.</b> 1358 Piedmont Drive Lexington, NC 27295-1952	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>Penn. National Insurance Co.</b>		14990	
INSURER B: <b>Eastern Insurance Holdings</b>			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CX90035697	04/13/10	04/13/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU/Contractual						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			AX90035697	04/13/10	04/13/11	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	UMBRELLA LIAB	X		UL90035697	04/13/10	04/13/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	EXCESS LIAB						BODILY INJURY (Per person) \$
	DEDUCTIBLE						BODILY INJURY (Per accident) \$
	RETENTION \$						PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	010000037053	04/13/10	04/13/11	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						EACH OCCURRENCE \$ 5,000,000
	DESCRIPTION OF OPERATIONS below						AGGREGATE \$ 5,000,000
A	Builders Risk			CX90035697	04/13/10	04/13/11	E.L. EACH ACCIDENT \$ 500,000
A	Rental Equipment			CX90035697	04/13/10	04/13/11	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
							Jobsites 1,559,021
							Equipment 100,000

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

Job: Benton Heights window project

Union County Board of Education Is Included as Additional Insured

## CERTIFICATE HOLDER

## CANCELLATION

UNIONC1

Union County Board of  
Education  
400 N Church Street  
Monroe, NC 28112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# NOTEPAD

INSURED'S NAME Davidson Sash & Door, Inc.

DAVSA-1  
OP ID: PS

PAGE 2  
DATE 02/21/11



**PENN NATIONAL  
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company  
Penn National Security Insurance Company  
P. O. Box 2361  
Harrisburg PA 17105-2361

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**AUTOMATIC ADDITIONAL INSUREDS --  
OWNERS, CONTRACTORS AND SUBCONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following provision is added to WHO IS AN INSURED (Section II):

5. Any person(s) or organizations(s) (referred to below as "additional insured") with whom you are required in a written contract or agreement to name as an additional insured but only for "your" acts or omissions arising from "your" ongoing operations at the location or project described in the contract or agreement.

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal and advertising injury":

- a. Arising out of any act or omission of the additional insured(s) or any of their "employees", including supervision of "your work" or the work of any other person or organization.
- b. Occurring after that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. Arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

- (2) Supervisory, inspection or engineering services.

These exclusions apply in addition to those contained in the Coverage Part.

The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

This coverage does not apply to any person(s) or organization(s) specifically named as additional insured in any policy issued by "us".



**PENN NATIONAL  
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company  
Penn National Security Insurance Company  
P. O. Box 2361  
Harrisburg, PA 17105-2361

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**AUTOMATIC ADDITIONAL INSUREDS --  
OWNERS, CONTRACTORS AND SUBCONTRACTORS  
(COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following provision is added to SECTION II -  
WHO IS AN INSURED**

6. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured for the "products-completed operations hazard", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work", at the location or project designated and described in the contract or agreement, performed for that additional insured and included in the "products-completed operations hazard".

A person's or organization's status as an additional insured under this endorsement ends when the obligation to provide additional insured status for the "products-completed operations hazard" in the written contract or agreement ends.

**B. With respect to insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

**C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.**

**D. With respect to the coverage provided by this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Subparagraph a. Primary Insurance, is deleted and replaced by the following:**

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except;

- (1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

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ALL RIGHTS RESERVED.

- E. The coverage provided by this endorsement does not apply to any person(s) or organization(s) specifically named as additional insured in any policy issued by "us".



**PENN NATIONAL  
INSURANCE**

Pennsylvania National Mutual Casualty Insurance Company  
Penn National Security Insurance Company  
P. O. Box 2361  
Harrisburg, PA 17105-2361

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**AUTOMATIC ADDITIONAL INSURED -  
OWNERS, CONTRACTORS AND SUBCONTRACTORS  
(ONGOING OPERATIONS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following provision is added to SECTION II -  
WHO IS AN INSURED**

5. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location or project described in the contract or agreement.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed

**B. With respect to insurance afforded to these additional insureds, the following additional exclusions apply:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional

architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not



in addition to the limits of insurance shown in the Declarations.

- D. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance, Subparagraph a. Primary Insurance, is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except;

- (1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

- E. The coverage provided by this endorsement does not apply to any person(s) or organization(s) specifically named as additional insured in any policy issued by "us".

## February 17, 2011

[illegible]

\* The bid for Taylorsville Glass was received at the Facilities Office at 12:50PM. It was opened upon discovery.

I certify that the above is a true and accurate tabulation of the bids received at the above referenced dates.

Signature

**Signature**