

# UNION COUNTY BOARD OF EDUCATION CONTRACT ROUTING SHEET

Contractor Name: Davco Roofing and Sheet Metal, Inc.  
 Address: 4408 Northpointe Industrial Blvd  
 City, State, Zip: Charlotte, NC 28216  
 Contact Name: Dan Davis  
 Telephone Number: 704.451.0789

UCPS Contract Number: 1-97343089

Purpose of Contract (location and brief description): Porter Ridge Middle School Roof Replacement

Submitting Department: Facilities Department

Date Submitted: 09/30/2021

Budget Account Number: \_\_\_\_\_

Funding Source: 18/19, 19/20, 20/21 CIP

Contract Amount: \$ 1,190,300.00

Contract Period: Completion by May 15, 2022

UCPS Employee to Contact: Penny Helms/Dave Burnett

Phone Number: 704-296-3160

**NOTE:** Individuals listed below should initial, date, and forward this form after completing their responsibilities relating to this Contract.

1. Approved by Fund Owner/Acquire Vendor Signature and proper

**Insurance Certificate with UCBOE NAMED as  
CERTIFICATE HOLDER.**

A. Insurance Certificate Reviewed/Approved by Risk Management

2. Approved by Appropriate Representative(s) of UCPS:

- ☒ UCPS Project Coordinator  
☒ UCPS Department Head/School Principal  
☒ Asst. Supt. for Administration & Operations  
☐ Asst. Supt. for Human Resources  
☐ Asst. Supt. for Instructional Programs Asst.  
☐ Asst. Supt. of Student Support  
☐ Chief School Performance Officer  
☐ Chief Technology Officer

INITIAL

DATE

DS

SH

10/5/2021 | 9:53 AM E

DS

MB

10/5/2021 | 7:54 AM E

DS

DAB

10/5/2021 | 1:12 PM ED

**FORWARD TO UCPS GENERAL COUNSEL OFFICE**

DS

SS

DS

LB

DS

MM

3. Approved by Legal Counsel

**FORWARD TO SUPERINTENDENT/BOARD OF EDUCATION**

4. Approved by Superintendent/Board of Education

**FORWARD TO FINANCE**

DS

SM

10/22/2021 | 6:03 AM PDT

6. Pre-audited by Representative of Finance Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2020

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> McNish Group, Inc. 26622 Woodward Ave, Ste 200 Royal Oak MI 48067	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 248-544-4800      FAX (A/C, No): 248-544-4801 E-MAIL ADDRESS: certs@mcnish.com														
<b>INSURED</b> Davco Roofing & Sheet Metal, Inc. 4408 Northpointe Industrial Blvd. Charlotte NC 28216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Amerisure Mutual Insurance Company</td> <td>23396</td> </tr> <tr> <td>INSURER B : Amerisure Insurance Co.</td> <td>19488</td> </tr> <tr> <td>INSURER C : Amerisure Partners Ins. Co.</td> <td>11050</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Mutual Insurance Company	23396	INSURER B : Amerisure Insurance Co.	19488	INSURER C : Amerisure Partners Ins. Co.	11050	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Amerisure Partners Ins. Co.	11050														
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 601533330**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPP20829760902	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA20563541205	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU21120100102	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC20563511301	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CPP20829760902	5/1/2020	5/1/2021	1,000 Ded 1,000,000

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

Excluded Officer: Dan W. Davis

job #20058 Sun Valley

Commons Pad 23 Additional Insured as required by written contract: Shiel Sexton Co., Inc. coverage is primary and non contributory. Waiver of Subrogation as required by written contract. Thirty (30) days prior written notice except ten (10) days for non payment shall be given to Certificate Holder in the event of cancellation or non-renewal of the insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Shiel Sexton Co., Inc. 5950 Fairview Rd., Suite 400 charlotte NJ 28210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# AIA® Document A101® – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the 5<sup>th</sup> day of October in the year 2021  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

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

and the Contractor:  
*(Name, legal status, address and other information)*

Davco Roofing and Sheet Metal Inc.  
4408 Nothpointe Industrial Blvd  
Charlotte, NC 28216

for the following Project:  
*(Name, location and detailed description)*

Roof Replacement Porter Ridge Middle School  
2827 Ridge Rd Indian Trail, NC 28079

The Architect:  
*(Name, legal status, address and other information)*

ButePLLC  
PO Box 2833  
Durham, NC 27715

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

☒ Not later than Two Hundred Ten ( 210 ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
n/a	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Ninety Thousand Three Hundred Dollars ( \$ 1,190,300.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
n/a	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
n/a		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Contingency Allowance	\$40,000.00
Wood Blocking Replacement 500 Bd Ft.	\$2,250.00
Metal Deck Replacement 200 Sq. Ft.	\$1,800.00

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Treated Wd Blocking In Place	Board Ft.	\$4.50
Metal Deck In Place	Square Ft.	\$9.00

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Terms and conditions for liquidated damages are set out in Article 16 of Supplementary and Other Conditions of the Contract Document 007300

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

**ARTICLE 5 PAYMENTS****§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Init.

See Supplemental Conditions

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

n/a

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

See Supplemental Conditions

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

See Supplemental Conditions

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

*(Paragraphs deleted)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Init.

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ [ ] Litigation in a court of competent jurisdiction
- ☐ [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

See Supplemental Conditions

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Maurice Brown  
Union County Public Schools  
201 North Venus Street  
Monroe, NC 28112

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Dan Davis  
Davco Roofing and Sheet Metal  
4408 Northpointe Industrial Blvd  
Charlotte, NC 28216

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

#### .5 Drawings

Number	Title	Date
0.0	Cover Sheet/Data Sheet	7.1.21
1.0	Roof Plan – Demolition, Schedules, Reference Plan	7.1.21
1.1	Roof Details – Demolition	7.1.21
2.0	Roof Plan – New – Base Bid	7.1.21
2.1	Roof Details – New – Base Bid	7.1.21
3.0	Roof Plan – New – Alt. No. 1	7.1.21
3.1	Roof Details – New – Alt. No. 1	7.1.21

#### .6 Specifications

Section	Title	Date	Pages
001000	Seals	7.1.21	1
001200	Advertisement For Bids	7.1.21	1
002000	AIA A701-2018	7.1.21	9

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User Notes:

(846147948)

002213	Instructions For Bidders Supplementary	7.1.21	7
002300	Instructions To Bidders AIA A101-2017 Exhibit	7.1.21	7
003000	A Insurance and Bonds Bid Form – Single Prime	7.1.21	5
003010	Contract		
004200	Lundsford Act	7.1.21	1
	Bid Envelope	7.1.21	1
	Requirements		
004500	Standard Forms	7.1.21	1
005000	MBE Provisions and	7.1.21	8
	Forms		
006000	AIA A101-2017 Standard	7.1.21	8
	Form of Agreement		
	Between Owner and		
	Contractor		
007000	AIA A201-2017 General	7.1.21	39
	Conditions of the		
	Contract for Construction		
007300	Supplementary and Other	7.1.21	19
	Conditions of the		
	Contract		
011100	Summary of Work	7.1.21	1
012000	Measurement & Payment	7.1.21	1
012100	Allowances	7.1.21	1
012300	Alternates	7.1.21	1
013223	Field Engineering	7.1.21	1
014000	Quality Control	7.1.21	1
014100	Regulatory Requirements	7.1.21	1
014200	Alteration Procedures	7.1.21	4
015000	Construction Facilities &	7.1.21	1
	Temporary Measures		
017000	Contract Closeout	7.1.21	1
024000	Demolition	7.1.21	1
060100	Rough Carpentry	7.1.21	2
060300	Pressure Treated Lumber	7.1.21	1
075216	Styrene-Butadiene-Styrene	7.1.21	13
	(SBS) Modified		
	Bitumen Roofing		
075419	Adhered Thermoplastic	7.1.21	13
	Membrane Roofing (Alt.		
	No. 1)		
076200	Flashing & Sheet Metal	7.1.21	3
077000	Roof Sealants &	7.1.21	2
	Accessories		
079000	Sealants	7.1.21	4
329219	Seeding	7.1.21	2
Appendix A	Roof Core Photos	7.1.21	2

**.7 Addenda, if any:**

Number	Date	Pages
1	8.24.21	4
2	9.3.21	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
007300	Supplementary and Other Conditions of the Contract	7.1.21	19

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)

Union County Board of Education  
(Printed name and title)

DocuSigned by:  
  
CONTRACTOR (Signature)

Dan Davis President  
(Printed name and title)

Init.

**Signature Page**  
(Additional Required Signatures)

This document is hereby considered part of the AIA A101-2017 Standard Form of Agreement between Union County Board of Education (UCBOE) administering Union County Public Schools (UCPS) and Davco Roofing and Sheet Metal, Inc.. in relation to the Roof Replacement at Porter Ridge Middle School.

The above mentioned agreement has been reviewed and approved.

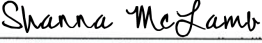
DocuSigned by:  
  
502B36073163405  
UCPS Division of Insurance & Risk Management

10/5/2021 | 9:53 AM EDT  
Date

DocuSigned by:  
  
72009C8760C446F...  
UCBOE Attorney

10/5/2021 | 6:45 AM PDT  
Date

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

DocuSigned by:  
  
48F163026539432...  
UCPS Finance Officer

10/22/2021 | 6:03 AM PDT  
Date

## **Additions and Deletions Report for** **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:19:23 ET on 09/29/2021.

### **PAGE 1**

**AGREEMENT** made as of the 5<sup>th</sup> day of October in the year 2021

...

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

...

Davco Roofing and Sheet Metal Inc.  
4408 Nothpointe Industrial Blvd  
Charlotte, NC 28216

...

Roof Replacement Porter Ridge Middle School  
2827 Ridge Rd Indian Trail, NC 28079

...

ButePLLC  
PO Box 2833  
Durham, NC 27715

### **PAGE 2**

☒ **[ X ]** A date set forth in a notice to proceed issued by the Owner.  
**PAGE 3**

☒ **[ X ]** Not later than Two Hundred Ten ( 210 ) calendar days from the date of commencement of the Work.

...

n/a

...

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Ninety Thousand Three Hundred Dollars (\$ 1,190,300.00 ), subject to additions and deductions as provided in the Contract Documents.

...

n/a

...

n/a

...

<u>Contingency Allowance</u>	<u>\$40,000.00</u>
<u>Wood Blocking Replacement 500 Bd Ft.</u>	<u>\$2,250.00</u>
<u>Metal Deck Replacement 200 Sq. Ft.</u>	<u>\$1,800.00</u>

...

<u>Treated Wd Blocking In Place</u>	<u>Board Ft.</u>	<u>\$4.50</u>
<u>Metal Deck In Place</u>	<u>Square Ft.</u>	<u>\$9.00</u>

...

Terms and conditions for liquidated damages are set out in Article 16 of Supplementary and Other Conditions of the Contract Document 007300

**PAGE 4**

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

**PAGE 5**

See Supplemental Conditions

...

n/a

...

See Supplemental Conditions

...

See Supplemental Conditions

...

#### **§-5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

—%

**PAGE 6**

[ ☒ ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

See Supplemental Conditions

...

Maurice Brown  
Union County Public Schools  
201 North Venus Street  
Monroe, NC 28112

...

Dan Davis  
Davco Roofing and Sheet Metal  
4408 Northpointe Industrial Blvd  
Charlotte, NC 28216  
**PAGE 7**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.~~

...

- .4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~  
~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

...

<u>0.0</u>	<u>Cover Sheet/Data Sheet</u>	<u>7.1.21</u>
<u>1.0</u>	<u>Roof Plan – Demolition,</u>	<u>7.1.21</u>
	<u>Schedules, Reference</u>	
	<u>Plan</u>	
<u>1.1</u>	<u>Roof Details –</u>	<u>7.1.21</u>
	<u>Demolition</u>	
<u>2.0</u>	<u>Roof Plan – New – Base</u>	<u>7.1.21</u>
	<u>Bid</u>	
<u>2.1</u>	<u>Roof Details – New –</u>	<u>7.1.21</u>
	<u>Base Bid</u>	
<u>3.0</u>	<u>Roof Plan – New – Alt.</u>	<u>7.1.21</u>
	<u>No. 1</u>	
<u>3.1</u>	<u>Roof Details – New – Alt.</u>	<u>7.1.21</u>
	<u>No. 1</u>	

...

<u>001000</u>	<u>Seals</u>	<u>7.1.21</u>	<u>1</u>
<u>001200</u>	<u>Advertisement For Bids</u>	<u>7.1.21</u>	<u>1</u>
<u>002000</u>	<u>AIA A701-2018</u>	<u>7.1.21</u>	<u>2</u>
	<u>Instructions For Bidders</u>		

<u>002213</u>	<u>Supplementary</u>	<u>7.1.21</u>	<u>7</u>
	<u>Instructions To Bidders</u>		
<u>002300</u>	<u>AIA A101-2017 Exhibit</u>	<u>7.1.21</u>	<u>7</u>
	<u>A Insurance and Bonds</u>		
<u>003000</u>	<u>Bid Form – Single Prime</u>	<u>7.1.21</u>	<u>5</u>
	<u>Contract</u>		
<u>003010</u>	<u>Lundsford Act</u>	<u>7.1.21</u>	<u>1</u>
<u>004200</u>	<u>Bid Envelope</u>	<u>7.1.21</u>	<u>1</u>
	<u>Requirements</u>		
<u>004500</u>	<u>Standard Forms</u>	<u>7.1.21</u>	<u>1</u>
<u>005000</u>	<u>MBE Provisions and</u>	<u>7.1.21</u>	<u>8</u>
	<u>Forms</u>		
<u>006000</u>	<u>AIA A101-2017 Standard</u>	<u>7.1.21</u>	<u>8</u>
	<u>Form of Agreement</u>		
	<u>Between Owner and</u>		
	<u>Contractor</u>		
<u>007000</u>	<u>AIA A201-2017 General</u>	<u>7.1.21</u>	<u>39</u>
	<u>Conditions of the</u>		
	<u>Contract for Construction</u>		
<u>007300</u>	<u>Supplementary and Other</u>	<u>7.1.21</u>	<u>19</u>
	<u>Conditions of the</u>		
	<u>Contract</u>		
<u>011100</u>	<u>Summary of Work</u>	<u>7.1.21</u>	<u>1</u>
<u>012000</u>	<u>Measurement &amp; Payment</u>	<u>7.1.21</u>	<u>1</u>
<u>012100</u>	<u>Allowances</u>	<u>7.1.21</u>	<u>1</u>
<u>012300</u>	<u>Alternates</u>	<u>7.1.21</u>	<u>1</u>
<u>013223</u>	<u>Field Engineering</u>	<u>7.1.21</u>	<u>1</u>
<u>014000</u>	<u>Quality Control</u>	<u>7.1.21</u>	<u>1</u>
<u>014100</u>	<u>Regulatory Requirements</u>	<u>7.1.21</u>	<u>1</u>
<u>014200</u>	<u>Alteration Procedures</u>	<u>7.1.21</u>	<u>4</u>
<u>015000</u>	<u>Construction Facilities &amp;</u>	<u>7.1.21</u>	<u>1</u>
	<u>Temporary Measures</u>		
<u>017000</u>	<u>Contract Closeout</u>	<u>7.1.21</u>	<u>1</u>
<u>024000</u>	<u>Demolition</u>	<u>7.1.21</u>	<u>1</u>
<u>060100</u>	<u>Rough Carpentry</u>	<u>7.1.21</u>	<u>2</u>
<u>060300</u>	<u>Pressure Treated Lumber</u>	<u>7.1.21</u>	<u>1</u>
<u>075216</u>	<u>Styrene-Butdiene-Styren</u>	<u>7.1.21</u>	<u>13</u>
	<u>e (SBS) Modified</u>		
	<u>Bitumen Roofing</u>		
<u>075419</u>	<u>Adhered Thermoplastic</u>	<u>7.1.21</u>	<u>13</u>
	<u>Membrane Roofing (Alt.</u>		
	<u>No. 1)</u>		
<u>076200</u>	<u>Flashing &amp; Sheet Metal</u>	<u>7.1.21</u>	<u>3</u>
<u>077000</u>	<u>Roof Sealants &amp;</u>	<u>7.1.21</u>	<u>2</u>
	<u>Accessories</u>		
<u>079000</u>	<u>Sealants</u>	<u>7.1.21</u>	<u>4</u>
<u>329219</u>	<u>Seeding</u>	<u>7.1.21</u>	<u>2</u>
<u>Appendix A</u>	<u>Roof Core Photos</u>	<u>7.1.21</u>	<u>2</u>

PAGE 8

<u>1</u>	<u>8.24.21</u>	<u>4</u>
<u>2</u>	<u>9.3.21</u>	<u>1</u>

PAGE 9

[ X ] Supplementary and other Conditions of the Contract:

...

007300

Supplementary and Other 7.1.21  
Conditions of the  
Contract

19

...

Union County Board of Education

Dan Davis President

## ***Certification of Document's Authenticity***

### ***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:19:23 ET on 09/29/2021 under Order No. 3245763269 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

Table 1

Union County Public Schools, 201 Venus Street, Monroe, NC 28112																			
Bid Tabulation		Roof Replacement Porter Ridge Middle School						9.16.21	2.00			Unit Prices							
CONTRACTOR	License	Bid Bond	Power of Attorney	Ident. of Participation	Affidavit A/B	SOQ	Addenda Received	Base Bid	Alternate I Add/Deduct	Base Bid plus Alternate 1	Treated Wd Bd ft.	Metal deck sq. ft.	Plumbing	Electrical	HVAC	Base Bid Muanuf.	Years Contractor Certified	Alt. No. 1 Muanuf.	Years Contractor Certified
1. AAR of NC	21667	x	x	x	A	x	2	\$1,456,700.00	-\$252,000.00	\$1,204,700.00	\$4.00	\$12.00	East Coast Drainage Systems	-	-	Johns Manville	34	Johns Manville	34
2. Alternate Roofing Solutions	68403	x	x	x	A & B	x	2	\$1,978,777.00	\$291,025.00 *		\$5.25	\$11.25	East Coast Drainage Systems	-	-	Soprema	10	Versico	10
3. CityScape Roofing, Inc.	58382	x	x	x	A	x	2	\$1,814,200.00	-\$313,410.00	\$1,530,790.00	\$5.50	\$11.50	National Roof drainage	-	-	Johns Manville	12	Johns Manville	12
4. Davco Roofing	67146	x	x	x	A	x	2	\$1,190,300.00	-\$200,000.00	\$990,300.00	\$4.50	\$9.00	-	-	-	Soprema/JM/Siplast		JM/Fibertite	
5. Gallaher Management Group	73017	x	x	x	A & B	x	2	\$1,958,555.00	-\$75,000.00	\$1,883,555.00	\$9.00	\$15.00	-	-	-	Soprema	10	Fibertite	10
6. Nations Roof	75577	x	x	x	A	x	2	\$1,453,000.00	-\$250,000.00	\$1,203,000.00	\$6.00	\$12.50	East Coast Drainage Systems	-	-	Johns Manville	10+	Johns Manville	10+
7. Rika Roofing Services	73047	x	x	x	A	x	0	\$1,875,000.00	-\$75,000.00	\$1,800,000.00	\$5.00	\$12.00	-	-	-	-		Fibertite	7
8. Teccamerica	60043	x	x	x	A	x	2	\$1,520,283.00	-\$150,000.00	\$1,370,283.00	\$5.00	\$20.00	East Coast Drainage Systems	-	Love Plumbing & AC	Siplast	16	Carlisle	16
9. Weathergard	8249	x	x	x	B	x	2	\$1,270,769.00	\$9,304.00	\$1,280,073.00	\$5.00	\$10.00	-	-	-	Siplast	35	Siplast	35
* Bid form did not indicate if an add or deduct amount																			
Alternate No. 1		Add/Deduct to change Base Bid membrane from Modified Bitumen to PVC KEE system as indicated on drawings and specified herein.																	
I hereby certify that this is a true and accurate tabulation of bids received this day for the above project. Lindsey Bute, ButePLLC																			