

# UNION COUNTY BOARD OF EDUCATION CONTRACT ROUTING SHEET

Contractor Name: Weathergard, Inc.  
 Address: PO Box 1085  
 City, State, Zip: Monroe, North Carolina 28111  
 Contact Name: Larry Parker  
 Telephone Number: 704.289.6404

UCPS Contract Number: 2-97366015

Purpose of Contract (location and brief description): CATA ROOF REPLACEMENT 1.24

Submitting Department: Facilities Department

Date Submitted: 12/01/2021

Budget Account Number: FY21ROOFIN-CATA366- FY22ROOFIN-CATA366

Funding Source: DM

Contract Amount: \$ 399,524.00

Contract Period: 180 calendar days from Notice to Proceed

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

INITIAL

DATE

**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

DS  
SH

12/7/2021 | 8:03 A



UCPS Department Head/School Principal

DS  
MB

12/1/2021 | 10:06



Asst. Supt. for Administration & Operations

DS  
DHB

12/1/2021 | 11:14



Asst. Supt. for Human Resources



Asst. Supt. for Instructional Programs Asst.



Asst. Supt. of Student Support



Chief School Performance Officer



Chief Technology Officer

**FORWARD TO UCPS GENERAL COUNSEL OFFICE**

DS  
SS

DS  
KB

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

12/13/2021 | 12:51 P

6. Pre-audited by Representative of Finance Officer

# 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 7<sup>th</sup> day of December 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)

Weathergard, Inc.  
PO Box 1085  
Monroe, NC 28111

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

Roof Replacement CATA Bldg Roof 1.24 Union County Public Schools  
600 Brewer Dr. Monroe, NC 28112

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.

Init.

**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.)*

Init.

/

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User Notes:

(1700283224)

☒ Not later than One Hundred Eighty ( 180 ) 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 Three Hundred Ninety Nine Thousand Five Hundred Twenty Four Dollars ( \$ 399,524.00 ), 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
<b>Alternate No 1.</b>	\$100,564.00
Add/Deduct to Include changing the Base Bld membrane to Seaman Corp. Fibertite 60 mil SM custom color membrane as specified in Section 075550 and Indicated on drawings.	

§ 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
a. Cash Contingency	\$15,000.00
b. Treated Wood Blocking	\$1,000.00

#### § 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 Wood Blocking in Place	Board Feet	\$5.00

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

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

Init.

Terms and Conditions for Liquidated Damages are set out in Article 16 of Supplementary and Other Conditions of the Contract at Document 007300

§ 4.6 Other:

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

n/a

## 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 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30 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.

Init.

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User Notes:

(1700283224)



§ 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.)*

See Supplementary 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 Supplementary 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 Supplementary 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)*

Init.

**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.)*

**§ 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 Supplementary 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 Board of Education  
201 N. Venus Street  
Monroe, NC 28112

**§ 8.3 The Contractor's representative:**  
*(Name, address, email address, and other information)*

Larry B. Parker, President  
 Weathergard, Inc.  
 PO Box 1085  
 Monroe, NC 28111

**§ 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 1 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

**.5 Drawings**

Number	Title	Date
0.0	Cover Sheet/Data Sheet	10.1.21
0.1	Reference Plan/Details	10.1.21
1.0	Roof Plan/Details – Base Bid & Alternate No. 1	10.1.21
2.0	Roof Plan/Details – Alternate No. 2	10.1.21

**.6 Specifications**

Section	Title	Date	Pages
001000	Seals	10.1.21	1
001200	Advertisement For Bids	10.1.21	1



002000	AIA A701-2018	10.1.21	9
	Instructions For Bidders		
002213	Supplementary	10.1.21	7
	Instructions To Bidders		
002300	AIA A101-2017 Exhibit	10.1.21	7
	A Insurance and Bonds		
003000	Bid Form – Single Prime	10.1.21	5
	Contract		
003010	Lundsford Act	10.1.21	1
004200	Bid Envelope	10.1.21	1
	Requirements		
004500	Standard Forms	10.1.21	1
005000	MBE Provisions and	10.1.21	8
	Forms		
006000	AIA A101-2017 Standard	10.1.21	8
	Form of Agreement		
	Between Owner and		
	Contractor		
007000	AIA A201-2017 General	10.1.21	39
	Conditions of the		
	Contract for Construction		
011100	Summary of Work	10.1.21	1
012000	Measurement & Payment	10.1.21	1
012100	Allowance	10.1.21	1
012300	Alternates	10.1.21	1
013223	Field Engineering	10.1.21	1
014000	Quality Control	10.1.21	1
014100	Regulatory Requirements	10.1.21	1
014200	Alteration Procedures	10.1.21	4
015000	Construction Facilities &	10.1.21	1
	Temporary Measures		
017000	Contract Closeout	10.1.21	1
024000	Demolition	10.1.21	1
075450	Adhered Thermoplastic	10.1.21	10
	Membrane Roofing (Base		
	Bid)		
075550	Adhered Thermoplastic	10.1.21	11
	Membrane Roofing (		
	Alternate No. 1)		
076200	Flashing & Sheet Metal	10.1.21	2
079000	Sealants	10.1.21	4
099100	Elastomeric Roof Coating	10.1.21	4
	(Alternate No. 2)		
329219	Seeding	10.1.21	3

.7 Addenda, if any:

Number	Date	Pages
1	10.27.21	6
2	11.5.21	2

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.)

Init.

[ ] 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:

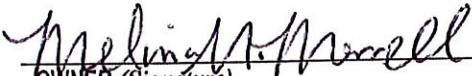
Title	Date	Pages
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[X] Supplementary and other Conditions of the Contract:

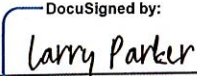
Document	Title	Date	Pages
007300	Supplementary and Other Conditions of the Contract	10.1.21	19

.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)

Larry B. Parker President  
(Printed name and title)

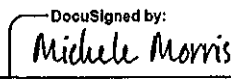
**Signature Page**  
(Additional Required Signatures)

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 Weathergard, Inc.. in relation to the Roof Replacement CATA Bldg Roof 1.24 Project.

The above mentioned agreement has been reviewed and approved.

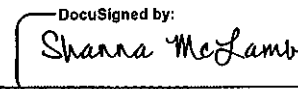
DocuSigned by:  
  
UCPS Division of Insurance & Risk Management

12/7/2021 | 8:03 AM EST  
Date

DocuSigned by:  
  
UCBOE Attorney

12/7/2021 | 8:18 AM PST  
Date

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

DocuSigned by:  
  
UCPS Finance Officer

12/13/2021 | 12:51 PM PST  
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 12:22:43 ET on 11/30/2021.

### PAGE 1

AGREEMENT made as of the 7<sup>th</sup> day of December in the year 2021

...

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

...

Weathergard, Inc.  
PO Box 1085  
Monroe, NC 28111

...

Roof Replacement CATA Bldg Roof 1.24 Union County Public Schools  
600 Brewer Dr. Monroe, NC 28112

...

ButePLLC  
PO Box 2833  
Durham, NC 27715  
PAGE 2

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

PAGE 3

☒ Not later than One Hundred Eighty ( 180 ) 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 Three Hundred Ninety Nine Thousand Five Hundred Twenty Four Dollars (\$ 399,524.00 ), subject to additions and deductions as provided in the Contract Documents.



...

**Alternate No 1.** **\$100,564.00**  
Add/Deduct to Include changing the  
Base Bid membrane to Seaman Corp.  
Fibertite 60 mil SM custom color  
membrane as specified in Section  
075550 and indicated on drawings.

...

n/a

...

a. Cash Contingency **\$15,000.00**  
b. Treated Wood Blocking **\$1,000.00**

...

Treated Wood Blocking in Place Board Feet **\$5.00**  
PAGE 4

Terms and Conditions for Liquidated Damages are set out in Article 16 of Supplementary and Other Conditions of the  
Contract at Document 007300

...

n/a

...

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30 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 Supplementary Conditions

...

n/a

...

See Supplementary Conditions

...

See Supplementary 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

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

...

See Supplementary Conditions

...

Maurice Brown  
Union County Board of Education  
201 N. Venus Street  
Monroe, NC 28112  
PAGE 7

Larry B. Parker, President  
Weathergard, Inc.  
PO Box 1085  
Monroe, NC 28111

...

§ 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>10.1.21</u>
<u>0.1</u>	<u>Reference Plan/Details</u>	<u>10.1.21</u>
<u>1.0</u>	<u>Roof Plan/Details – Base</u>	<u>10.1.21</u>
	<u>Bid &amp; Alternate No. 1</u>	
<u>2.0</u>	<u>Roof Plan/Details –</u>	<u>10.1.21</u>
	<u>Alternate No. 2</u>	

...

<u>001000</u>	<u>Seals</u>	<u>10.1.21</u>	<u>1</u>
<u>001200</u>	<u>Advertisement For Bids</u>	<u>10.1.21</u>	<u>1</u>
<u>002000</u>	<u>AIA A701-2018</u>	<u>10.1.21</u>	<u>2</u>

	<u>Instructions For Bidders</u>		
<u>002213</u>	<u>Supplementary</u>	<u>10.1.21</u>	<u>7</u>
	<u>Instructions To Bidders</u>		
<u>002300</u>	<u>AIA A101-2017 Exhibit</u>	<u>10.1.21</u>	<u>7</u>
	<u>A Insurance and Bonds</u>		
<u>003000</u>	<u>Bid Form – Single Prime</u>	<u>10.1.21</u>	<u>5</u>
	<u>Contract</u>		
<u>003010</u>	<u>Lundsford Act</u>	<u>10.1.21</u>	<u>1</u>
<u>004200</u>	<u>Bid Envelope</u>	<u>10.1.21</u>	<u>1</u>
	<u>Requirements</u>		
<u>004500</u>	<u>Standard Forms</u>	<u>10.1.21</u>	<u>1</u>
<u>005000</u>	<u>MBE Provisions and</u>	<u>10.1.21</u>	<u>8</u>
	<u>Forms</u>		
<u>006000</u>	<u>AIA A101-2017 Standard</u>	<u>10.1.21</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>10.1.21</u>	<u>39</u>
	<u>Conditions of the</u>		
	<u>Contract for Construction</u>		
<u>011100</u>	<u>Summary of Work</u>	<u>10.1.21</u>	<u>1</u>
<u>012000</u>	<u>Measurement &amp; Payment</u>	<u>10.1.21</u>	<u>1</u>
<u>012100</u>	<u>Allowance</u>	<u>10.1.21</u>	<u>1</u>
<u>012300</u>	<u>Alternates</u>	<u>10.1.21</u>	<u>1</u>
<u>013223</u>	<u>Field Engineering</u>	<u>10.1.21</u>	<u>1</u>
<u>014000</u>	<u>Quality Control</u>	<u>10.1.21</u>	<u>1</u>
<u>014100</u>	<u>Regulatory Requirements</u>	<u>10.1.21</u>	<u>1</u>
<u>014200</u>	<u>Alteration Procedures</u>	<u>10.1.21</u>	<u>4</u>
<u>015000</u>	<u>Construction Facilities &amp;</u>	<u>10.1.21</u>	<u>1</u>
	<u>Temporary Measures</u>		
<u>017000</u>	<u>Contract Closeout</u>	<u>10.1.21</u>	<u>1</u>
<u>024000</u>	<u>Demolition</u>	<u>10.1.21</u>	<u>1</u>
<u>075450</u>	<u>Adhered Thermoplastic</u>	<u>10.1.21</u>	<u>10</u>
	<u>Membrane Roofing (Base</u>		
	<u>Bid)</u>		
<u>075550</u>	<u>Adhered Thermoplastic</u>	<u>10.1.21</u>	<u>11</u>
	<u>Membrane Roofing (</u>		
	<u>Alternate No. 1)</u>		
<u>076200</u>	<u>Flashing &amp; Sheet Metal</u>	<u>10.1.21</u>	<u>2</u>
<u>079000</u>	<u>Sealants</u>	<u>10.1.21</u>	<u>4</u>
<u>099100</u>	<u>Elastomeric Roof Coating</u>	<u>10.1.21</u>	<u>4</u>
	<u>(Alternate No. 2)</u>		
<u>329219</u>	<u>Seeding</u>	<u>10.1.21</u>	<u>3</u>
PAGE 8			
	<u>1</u>	<u>10.27.21</u>	<u>6</u>
	<u>2</u>	<u>11.5.21</u>	<u>2</u>
PAGE 9			

[ X ] Supplementary and other Conditions of the Contract:

...

<u>007300</u>	<u>Supplementary and Other</u>	<u>10.1.21</u>	<u>19</u>
	<u>Conditions of the</u>		
	<u>Contract</u>		

...

Union County Board of Education

Larry B. Parker 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 12:22:43 ET on 11/30/2021 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

Roof Replacement-CATA Building Roof 200' 134'									
Alt Tabulation	Alt No. 1	Alt No. 2	Years Contractor Certified	Years Contractor Certified	Base Bid	Alternate 1	Alternate 2	Alternate 3	Years Contractor Certified
CONTRACTOR	Alt No. 1	Alt No. 2	Years Contractor Certified	Years Contractor Certified	Base Bid	Alternate 1	Alternate 2	Alternate 3	Years Contractor Certified
1. Owens Roofing	10	10	10	10	10	10	10	10	10
2. Piedmont Commercial Roofing	10	10	10	10	10	10	10	10	10
3. Watsons Roof	10	10	10	10	10	10	10	10	10
4. Westhampard	10	10	10	10	10	10	10	10	10

ADD/Deduct to include changing the Base Bid membrane to Seaman Corp. Florida 50 mil SN custom color membrane as specified in Section 075500 and indicated on drawings.  
ADD to include new custom color roofing on roofs 1, 20 & 1, 25 to match base bid PVC membrane color as specified in Section 075100, and indicated on drawings.

I hereby certify that this is a true and accurate tabulation of bids received this day for the above project, Lindsay Bute, ButePCLC





## PERFORMANCE BOND

Bond No.: S314924

**CONTRACTOR:**

(Name, legal status and address)

Weathergard, Inc.

P.O. Box 1085

Monroe, North Carolina 28111

**OWNER:**

(Name, legal status and address)

Union County Board of Education

400 N. Church Street

Monroe, North Carolina 28112

**SURETY:**

(Name, legal status and principal place of business)

NGM Insurance Company

4601 Touchton Rd East Ste 3400

Jacksonville, FL 32245-6000

**CONSTRUCTION CONTRACT**

Date: December 7, 2021

Amount: \$399,524.00

Description: CATA Roof Replacement

(Name and location)

Roof Replacement CATA Bldg Roof 1.24 Union County Public Schools

600 Brewer Drive, Monroe, NC 28112

**BOND**

Date: December 15, 2021

(Not earlier than Construction Contract Date)

Amount: \$399,524.00

Modifications to this Bond: ☒ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

Weathergard, Inc.

(Corporate Seal)

Signature:

Name and Title: Larry B. Parker, President

**SURETY**

Company:

NGM Insurance Company

(Corporate Seal)

Signature:

Name and Title: Deborah B. Gravely, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Relation Insurance Services, Inc.

11215 North Community House Road, Suite 100

Charlotte, NC 28277

704.688.1267

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Bute PLLC

P.O. Box 2833

Durham, NC 27715

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

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

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

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails



to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

#### **CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

#### **SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*  
NGM Insurance Company

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



## PAYMENT BOND

Bond No.: S314924

**CONTRACTOR:**

(Name, legal status and address)

Weathergard, Inc.  
P.O. Box 1085  
Monroe, North Carolina 28111

**OWNER:**

(Name, legal status and address)

Union County Board of Education  
400 N. Church Street  
Monroe, North Carolina 28112

**CONSTRUCTION CONTRACT**

Date: December 7, 2021

Amount: \$399,524.00

Description: CATA Roof Replacement  
(Name and location)

Roof Replacement CATA Bldg Roof 1.24 Union County Public Schools  
600 Brewer Drive, Monroe, NC 28112

**BOND**

Date: December 15, 2021

(Not earlier than Construction Contract Date)

Amount: \$399,524.00

Modifications to this Bond: ☒ X None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)  
Weathergard, Inc.

Signature:   
Name and Title: Larry B. Parker, President

**SURETY**

Company: (Corporate Seal)  
NGM Insurance Company

Signature:   
Name and Title: Deborah B. Gravely, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Relation Insurance Services, Inc.  
11215 North Community House Road, Suite 100  
Charlotte, NC 28277  
704.688.1267

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Bute PLLC  
P.O. Box 2833  
Durham, NC 27715

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 18 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

NGM Insurance Company

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_





NGM INSURANCE COMPANY  
A member of The Main Street America Group

## POWER OF ATTORNEY

06-03069771

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Robert C Boyd, Deborah B Gravely, Catherine G Palmer, Amy R Riffe, Harvey E Brown Jr, Whitney V Durepo** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Senior Vice President,  
General Counsel and Secretary



State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lois K. Pentz*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

15th day of December 2020

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

