

**PINE FOREST MIDDLE SCHOOL
AUDITORIUM SEATING
REPLACEMENT**

FAYETTEVILLE, NORTH CAROLINA

March 27, 2017

FOR THE

**CUMBERLAND COUNTY
BOARD OF EDUCATION**

GREG WEST, CHAIR

DONNA VANN, VICE CHAIR
JUDY MUSGRAVE
CARRIE SUTTON
PEGGY HALL
RUDY TATUM

KIM FISHER
ALICIA CHISOLM
SUSAN WILLIAMS
PORCHA McMILLAN

DR. FRANKLIN TILL
SUPERINTENDENT

INVITATION TO BID (REVISED)

Sealed proposals will be received until **2:00 p.m. on May 3rd, 2017** in the Cumberland County Schools' Plant Operations Center, 810 Gillespie Street, at which time they will be publicly opened and read aloud for the **Pine Forest Middle School Auditorium Seating Replacement**.

A **Mandatory Pre-Bid conference** will be held at the site. Contractors interested in bidding shall meet **at 10:00 a.m. on April 26th at Pine Forest Middle School, which is located at 6901 Ramsey Street, Fayetteville, NC 28311. The site phone number is 910-488-2711.**

Single prime bids will be accepted in accordance with G.S. 143-128. Complete Bid Documents will be issued at the Pre-bid Conference. Questions may be directed to Donna Fields, Director of Operations/Project Manager, (678-2571).

Requirements for bidding this project are as follows:

1. Three references from previously satisfied commercial customers.
2. Furnish NC License Number (G.S. Chapter 87 establishes licensing requirements for general, plumbing, heating, electrical, and refrigeration contractors for construction projects costing \$30,000 or more).
3. Insurance - The Contractor shall provide, as required by law, insurance for his employees. The Cumberland County Schools assumes no liability for injuries or accidents related to the Contractual Agreement. The Contractor shall furnish a certificate to the Owner (Cumberland County Schools) as a Proof of Coverage. The Contractor shall maintain and pay the Insurance Coverage, which shall not be less than the following:
 - A. Workman's Compensation statutory
 - Employees Liability \$500,000
 - B. General Liability (per person/per occurrence):
 1. Bodily Personal Injury \$1,000,000/\$2,000,000
 2. Property Damage \$1,000,000/\$2,000,000
 - C. Automobile Liability (per person/per occurrence)
 1. Bodily Injury \$1,000,000
 2. Property Damage \$1,000,000
4. Recruitment of minority business participation in accordance with G.S. 143-128.

The Owner reserves the right to reject any and all proposals.

Dr. Frank Till, Superintendent
Cumberland County Schools
PO Box 2357
Fayetteville, NC 28302

BID FORM (REVISED)

**Auditorium Seating Replacement
Pine Forest Middle School**

Cumberland County Board Of Education
Fayetteville, NC

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this Proposal is accepted to contract with Cumberland County Schools, Fayetteville, North Carolina, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the **Auditorium Seating Replacement at Pine Forest Middle School** in accordance with the plans, specifications, and contract documents to the full and entire satisfaction of Cumberland County Schools, Fayetteville, North Carolina with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

Project: Auditorium Seating Replacement at Pine Forest Middle School

TOTAL BASE BID _____
_____ Dollars (\$) _____)

UNIT PRICE PER SEAT:

Mfg./Model No. _____
_____ Dollars (\$) _____)

Minority Status *:	Form of Minority Certification**:
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*Non-minority, Black, Hispanic, Asian/American, American Indian, White Female, Socially and Economically Disadvantaged, Disabled

**Not Applicable, Local Agency, Self-Identified, State of NC HUB, Federal Agency, State of NC DOT, Out of State Agency, Unknown (Note: In July 2009, businesses will be required to be certified through the State of NC HUB)

BID FORM

**Auditorium Seating Replacement
Pine Forest Middle School**

Cumberland County Board Of Education
Fayetteville, NC

The Bidder further proposes and agrees hereby to commence work under this contract and fully complete all work thereunder as specified in the Supplementary General Conditions. Applicable liquidated damages shall be stated in the Supplementary General Conditions.

Respectfully submitted this _____ day of _____, 2017.

(Name of firm or corporation making bid)

Witness: By: _____

Title: _____

(Proprietorship or Partnership)

(Owner/Partner/Corp. President or Vice President only)

Address: _____

License No.: _____

Federal ID No.: _____

(CORPORATE SEAL)

ATTEST:

By: _____

Title: _____

(Corp. Sec. or Ass't Sec. only)

ADDENDA USED IN COMPUTING THIS BID

ADDENDUM NO. 1 _____ ADDENDUM NO. 2 _____

INFORMAL CONTRACT (REVISED)

**FOR
CUMBERLAND COUNTY BOARD OF EDUCATION
PLANT OPERATIONS
810 GILLESPIE STREET
FAYETTEVILLE, NORTH CAROLINA 28306
(910) 678-2571, (910) 678-2579 FAX**

SCOPE OF WORK

Contractor is to provide and deliver all materials, labor and equipment to replace the auditorium seating at Pine Forest Middle School Auditorium (Base Bid shall include installation of approximately 448 +/- seats). Contractor will be responsible for removing existing seats and disposing of off-site in an appropriate manner, removing existing bolts or cutting to floor level and for installation of new seating.

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

Donna Fields
Director of Operations / Project Manager
Cumberland County BOE Operations Center
810 Gillespie Street
Fayetteville, N.C. 28306
(910) 678-2571, Fax (910) 678-2579, Cell (910) 551-6583

up to **2:00 p.m. on May 3, 2017** and shall be immediately thereafter publicly opened and read aloud.

A Mandatory Pre-Bid conference will be held. Contractors interested in bidding shall meet around 10:00 a.m. on April 26th, 2017 at Pine Forest Middle School, 6901 Ramsey Street, Fayetteville, NC 28311. Site phone number is (910) 488-2711.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statutes 87 will be observed in receiving and awarding contracts.

The Owner reserves the right to reject any or all bids and waive informalities.

Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Note on the envelope:

Bid Proposal For:

(Project Name) _____

(Contract Type) _____

(Bid Date) _____

(License Number) _____

INFORMAL CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made the ___ day of _____ in the year of ____ by and between _____ (“Contractor”) and the Cumberland County Board of Education (“Owner”).

WITNESSETH:

That the Contractor and the Owner for the consideration herein named agree as follows:

1. Scope of Work: The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part hereof as if fully contained herein: Notice to Bidders; General Conditions; Supplementary General Conditions; specifications; this Contract; and drawings, titled:

PINE FOREST MIDDLE SCHOOL AUDITORIUM SEATING REPLACEMENT

Dated: March 27th, 2017 and the following addenda:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

2. That the Contractor shall commence work to be performed under this Contract on a date to be specified in a written Notice to Proceed issued by the Owner and shall fully complete all work hereunder within **100** consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be assessed in the amount of **Two-hundred fifty dollars (\$250)** per day for each day beyond the substantial completion date. If the Contractor fails to begin the work within ten days after the date specified in the Notice to Proceed, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or if the Contractor fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of the work, or shall perform the work unsuitably, or not in accordance with the plans and specifications, or in violation of safety requirements or for any cause whatsoever shall not carry out the work in an acceptable manner, then the Owner shall declare this Contract in default and may terminate the performance of the Contract and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid until the work is complete.

After Final Completion has been achieved, if any portion of the contract price, as it may be modified thereafter, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. Failure of a Contractor to meet the requirements of a Contract and/or insufficient performance may disqualify the Contractor from being awarded future Projects.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Specifications or the accepted Proposal, in lawful money of the United States as follows:

BASE BID: _____
(\$ _____)

Installed Unit Price Per Seat:

MFG. / MODEL _____
Amount Per Seat _____ (\$ _____)

Based upon an Application for Payment, submitted to the Owner by the Contractor, the Owner shall make payment to the Contractor upon inspection and acceptance by the Owner within 15 days.

IN WITNESS WHEREOF, the Owner and Contractor have executed this Contract on the day and date first above written in two counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original.

CUMBERLAND COUNTY SCHOOLS

OWNER _____ DATE _____
Wilson A. Lacy
Executive Director, Operations

CONTRACTOR _____ DATE _____
Name, Title

ATTEST _____

GENERAL INSTRUCTIONS

It is understood and agreed that by submitting a bid, the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications. Used products, sub-standard products or leftover materials from a previous job will not be acceptable and shall not be allowed on the job site.

Products are generally specified by ASTM or other referenced standard and or by manufacturer's name and model number or trade name. When specified only by referenced standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made to the architect or engineer prior to the opening of bids.

If any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the grounds.

The Contractor shall designate a foreman/superintendent who shall direct the work.

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry, and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. The Contractor shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the work.

The Contractor shall perform demolition in such a manner as to eliminate hazards to property and personnel. He shall take precautions to minimize interference with the use of adjacent areas, utilities, and other structures and provide free passage to and from the areas or structures. Whenever any equipment is used that may cause a fire or if any flammable material is used, the Contractor shall provide and maintain a fully charged fire extinguisher in the area and instruct all personnel in its proper use.

The Contractor shall be responsible for any damage to the Owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages.

At no time shall the Contractor block any fire hydrants or emergency exits with any material, equipment or debris. All equipment locations, storage, etc. shall be approved by the Owner. Outside storage areas shall be roped and/or barricaded and posted as restricted areas. The Contractor shall clearly mark or post signs warning of existing hazards and shall barricade work area if possible to prevent entry by students or other persons.

The Contractor shall wear appropriate clothing, shirts and long pants, while on the job. The Contractor is restricted from wearing clothing that displays offensive language or material. Smoking is prohibited inside the building and will be restricted to a designated site outside the facility.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workman's Compensation

- | | | |
|----|--|-----------------------------------|
| A. | Workman's Compensation | Statutory |
| | Employers Liability | \$500,000 |
| B. | General Liability (per person/per occurrence): | |
| | 1. Bodily and Personal Liability | \$1,000,000/\$2,000,000 |
| | 2. Property Damage | \$1,000,000/\$2,000,000 Aggregate |
| C. | Automobile Liability (per person/per occurrence) | |
| | 1. Bodily Injury | \$1,000,000 |
| | 2. Property Damage: | \$1,000,000 Aggregate |
| D. | Builder's Risk or Installation Floater | Contract Amount |

Certificates of Insurance shall be filed with the Owner. During construction of the work, the Contractor shall provide updated records whenever any of these coverages become outdated.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, or coverage reduced or eliminated in less than thirty (30) days after mailing notice to the insured and/or the Owner of such alteration or cancellation.

The certificate holder shall be named Cumberland County Board of Education, Attn: Tim Kinlaw, Associate Superintendent Auxiliary Services, P.O. Box 2357 Fayetteville, NC 28302. Owner shall also be listed as an additional insured.

CONSTRUCTION CONFERENCES

The Contractor is required to attend progress conferences as called by the Owner. It shall be the principal purpose of these conferences to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and toward completing the Project within the specified Contract time.

SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

The Contractor shall submit to the Owner all shop drawings, descriptive data, samples, color charts, etc., required for the work. All materials shall be submitted in duplicate. These shall be promptly reviewed by the Owner, noting desired corrections, if any, and one approved copy shall be returned to the Contractor. Once materials have been approved, no substitutions will be permitted except in unusual extenuating circumstances. If a proposed substitution is not approved by the Owner in writing, the Contractor shall supply materials as specified.

PERFORMANCE

The Contractor shall commence work to be performed under the Contract on a date to be specified in a Notice to Proceed issued by the Owner and shall substantially complete all work in accordance with the project Time Table. If the Contractor fails to begin the work within ten days after the date specified in the Notice to Proceed, or progress of the work is not maintained on schedule, or the Contractor fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the work, or shall perform the work unsuitably, or not in accordance with plans and specifications, or in violation of safety requirements or for any cause whatsoever shall not carry on the work in an acceptable manner, then the Owner shall declare this Contract in default and Owner may terminate the performance of the Contract and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid until the work is complete. After Final Completion has been achieved, if any portion of the contract price, as it may be modified there under, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. Failure of a Contractor to meet the requirements of a Contract and/or insufficient performance may disqualify Contractor from bidding future Projects.

REFERENCES

Contractor shall furnish to the Owner a list of at least three commercial references with names and phone numbers.

PREREQUISITES FOR SUBSTANTIAL COMPLETION

The Owner will not delay Substantial Completion inspection pending receipt of the following items. Conversely, these are items which should be addressed at that time, and must be completed to achieve Final Completion.

- A. Submission of Final Payment Request.
- B. Submission of all Allowances/Change Orders and accounting for all adjustments to the Contract Sum.

CHANGE ORDER

No change shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Changes in the work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order. Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

All Change Orders are to be submitted on FORM C/O99-00.(ATTACHED) The Contractor shall not proceed with such work without written authority. THE CONTRACTOR SHALL NOT ACT ON INSTRUCTIONS RECEIVED BY HIM FROM PERSONS OTHER THAN THE PROJECT MANAGER, OR THE ARCHITECT OR ENGINEER REPRESENTING THE OWNER. ANY CLAIMS FOR EXTRA COMPENSATION OR EXTENSION OF TIME ON ACCOUNT OF SUCH INSTRUCTIONS WILL NOT BE HONORED. In preparing figures for Change Orders for consideration, the percentage allowed for overhead and profit combined shall not exceed fifteen (15%) of net cost.

INSPECTION, PERMITS

The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All permits must be posted or delivered to the Owner prior to the start of work. A copy of the permit invoice shall be conveyed to the Owner with the application for payment.

It is a condition of this Contract that the work shall be subject to inspection during normal working hours by designated representatives of the Owner, the Architect/Engineer, and those persons required by state law to test special work for official approval. The Contractor shall therefore provide safe access to the work at all times for such inspections.

All work under this Contract shall conform to the North Carolina State Building Code and all other state, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the Contractor.

TAXES

Federal Excise Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3442(3)). Federal Transportation Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3475 (b) as amended). North Carolina Sales Taxes and Use Tax do apply to materials entering into State Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractor agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

MINORITY PARTICIPATION

Contractor shall solicit minority participation in accordance with G.S. 143-128.2. Reporting requirements for solicitation and participation shall follow these guidelines. (Guidelines and documents are attached).

CONTRACT PAYMENTS

Payment Request shall be in submitted on an Application and Certificate for Payment AIA G702 Form to Donna Fields, Cumberland County Schools, 810 Gillespie Street, Fayetteville, North Carolina 28306. The Invoice will be processed and paid within fifteen (15) consecutive days after acceptance of the work.

Certificate of Sales Tax Usage must be included with **each** request for payment. This Certificate shall include the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

CLEANING UP

The Contractor shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the building, the Contractor shall clean its portion of the work, including glass, hardware, fixtures, masonry, and tile, clean all floors and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

In the event the Contractor creates additional cleaning work for the Owner, the Contractor shall compensate the Owner for such cleaning. Any expense the Owner incurs to clean the building will be deducted from final payment to the Contractor.

WARRANTY

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the Owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

Additionally, the Owner may bring an action of latent defects caused by the negligence of the Contractor, which is hidden or not readily apparent to the Owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantee for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

It is the Owner's intent to make a recommendation regarding award of this Contract by **May 4th, 2017**. Notice of Intent to Award will be prepared and conveyed to the Contractor immediately. By **May 5th, 2017** prepared Contracts will be conveyed to the Contractor along with Notice to Proceed. The Notice to Proceed will set **May 8th, 2017** as the Construction Start Date. The Contractor shall commence the performance of this Contract on this date and shall diligently continue its performance to and until final completion of the Project.

The Contractor shall develop a Project Construction Schedule, which shall be approved by and submitted to the Owner.

Substantial Completion shall be achieved by **Aug 3, 2017**. Final Completion shall be no later than **August 15, 2017**.

The Owner will occupy the existing building and grounds and conduct business on a daily basis while work is in progress. It is essential that the Contractor cooperate closely with the Owner in working to keep disruptions to a minimum. Anticipated disruptions/delays in projected work schedules must be reviewed and cleared in advance with the Owner.

The Contractor may be required to complete a Daily Work Log (Form LOG99-00) ATTACHED, which shall be kept on site for review by the Owner during routine inspections.

USE OF SITE

Summer working hours of 8:00 am – 5:00 pm Monday – Thursday is observed unless prior authorization is approved by the Operations staff. Site will be made available on Fridays from 8:00 am – 5:00 pm when prior coordination with school personnel is made.

LIQUIDATED DAMAGES

The Contractor shall commence work to be performed under this agreement on **May 8, 2017** and shall substantially complete all work hereunder by **August 3, 2017**. **For each day in excess of this substantial completion date, the Contractor shall pay to the Owner Two hundred fifty dollars (\$250.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.**

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by any other causes deemed justifiable by Owner, then the contract time may be reasonable extended in a written order from the Owner upon written request from the Contractor within ten days following the cause for delay.

UTILITIES

- a. Use of electric power, fuel oil, water, heating and cooling, and toilet facilities shall be coordinated with the building Owner prior to start of construction.
- b. Any interruption of utilities (electricity, fuel oil, water, heating, cooling, etc.) shall be minimized and undertake through coordination with the Owner with at least 72 hours advance notice.
- c. The contractor is responsible for locating all underground services prior to construction through the use of school property accounting information or through a utility locator service.

SECURITY

The Contractor shall take all necessary precautions to avoid jeopardizing the security of the building to include:

- A. No entry shall be made into the building without the authorization and approval of the administrative staff.
- B. Workers shall be identified at all times with either badges or company logo.
- C. Contractor shall be responsible for securing area within which he is working.

DESCRIPTION OF WORK

- A. Furnish base bid price to provide and deliver all material, labor and equipment to remove 428 existing auditorium seats and standards. Remove existing bolts, drill, or cut bolts that cannot be removed even with the existing floor in preparation for new VCT. Replace seating with approximately 400 new seats and steel standards. Seats and backs should be of blow-molded High Density Polymer Material.
- B. Installation of new Non-Slip VCT flooring will be by others. Platforms to accommodate ADA seating will be by the owner if required.
- C. Product accessories should include the appropriate number of ADA standards and / or removable chairs to minimally comply with the current state and local Accessibility Code and the Americans With Disabilities Act, End Panels, Chair Numbers and Row Letters.
- D. **SAMPLES:** The Owner reserves the right to require a sample of a complete seat as offered herein. Such sample would be required within ten (10) days of request, round trip freight/delivery included to/from the user's site, all at no cost to the Owner. The sample may be retained by the user through completion of the installation, and then will be returned to the successful bidder. If the sample is rejected, it will be returned to bidder at that time. Bidder should assume the user may have to partially disassemble the chair for inspection, remove any cambric, etc., for complete inspection, and these actions and the physical results thereof on the sample shall be permitted at no charge by the bidder.

E. **Award Criteria:** As provided by Statute, award will be based on the lowest and best bid(s) (most advantageous to the state) as determined by consideration of:

- 1) Price
- 2) Quality of item offered
- 3) General reputation and performance capabilities of bidder
- 4) Suitability of item(s) for intended use
- 5) Conformity with intent of specifications herein
- 6) Guaranteed delivery schedule
- 7) Evaluation of samples, if required

F. **Descriptive Literature:** Bidders are requested to provide complete descriptive literature, specifications and other pertinent data necessary for their evaluation.

G. **Seating Plan:** An approximated existing seating layout has been furnished by the owner. Bidder is to provide a proposed seating plan including location and number of fixed seats as well as identification of ADA seating.

UNIT PRICES

Provide unit price for installed seating:

Mfg. and Model Number: _____

Total Installed Price Per Seat: \$ _____

General Specifications for New Fixed Seating

1.1 Summary:

Deliver and install approximately 240 – 260 fixed chairs as specified, floor mounted, with self-lifting seat which rises to a uniform 3/4 safety fold position.

1.2 Submittals:

- A. Product data for each chair model specified to include construction details, material descriptions and finish options
- B. LEED:
 - 1. Product data for MR Credit 4 documenting recycled content.
- C. Seating layout (shop drawings) developed from the contract drawings which show aisle widths, chair spacing for each row, row-lettering and chair-numbering scheme, chair dimensions and back pitch. Layout drawings to also include locations for accessories, including accessibility provisions and attachments to other work.
- D. Samples for verification & finish selection to include:
 - 1. Initial finish selections to be made from manufacturer's standard color guides.
 - 2. Final powder coat selection to be approved from manufacturers standard-sized samples not less than 1" x 3".
 - 3. Final plastic color selection to be approved from manufacturers standard-sized samples not less than 2" x 3".
 - 4. Final laminate selection to be approved from manufacturers standard-sized samples not less than 2" x 2".
- E. Maintenance instructions and inspection guidelines furnished for each chair model specified.
- F. Manufacturers standard warranty.

1.3 Quality Assurance:

- A. Source Limitations:
 - 1. Obtain each type of fixed seating required, including accessories and mounting components, from a single manufacturer.

1.4 Project Conditions:

- A. Field Measurements:

Take field measurements to verify or supplement dimensions indicated on contract drawings prior to manufacturing.

1.5 Project Coordination:

- A. Do not deliver or install seating until space is free of lifts and/or scaffolding used by other trades which may interfere with installation and/or damage seating.
- B. Coordinate with floor abatement and new VCT installation requirements needed for proper installation.

1.6 Warranty:

- A. Provide a manufacturer's warranty covering the material and workmanship for the specified warranty period from date of final acceptance.
- B. Warranty Periods:
 - 1. Structural Components: five years.
 - 2. Operating Mechanisms: five years.
 - 3. Plastic, Wood and Painted Components: five years.

Part 2: Products

2.1 Materials and Finishes:

- A. Steel shall meet requirements for ASTM A 36/A 36M plates, shapes, and bars; ASTM A 513 mechanical tubing; ASTM A 1008/A 1008M cold-rolled sheet; and ASTM A 1011 hot-rolled sheet and strip.
- B. All exposed metal parts shall be powder coated with a hybrid thermosetting powder coat finish. The powder coat finish shall be applied by electrostatic means to a thickness of 2 - 5 mils, and shall provide a durable coating having a 2H Pencil hardness. Prior to powder coating, metal parts shall be treated with a three-stage non-acidic, bonderizing process for superior finish adhesion, and after coating shall be oven baked to cause proper flow of the epoxy powder to result in a smooth, durable finish. Manufacturer's standard color range shall be used.
- C. Molded Plastics:
 - 1. Structural components shall be mar and dent resistant high density glass-filled polypropylene with UV stabilizers.
 - 2. Decorative components shall be mar and dent resistant high density polyethylene (HDPE) with UV stabilizers.
 - 3. Plastic components shall [be chosen from manufacturer's standard offering] shall be chosen by owner.
- D. Medium-density fiberboard shall meet requirements for ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
- E. Plastic Laminate shall meet requirements NEMA LD 3, Grade VGS for vertical surfaces and Grade HGS for horizontal surfaces. Color and pattern to be [be chosen from manufacturer's standard offering] [insert specific color].

2.2 Fixed Audience Seating:

- A. Permanent arrangement of fixed audience seating as shown on seating layout drawings.
 - 1. Approved manufacturers subject to compliance with requirements outlined herein.
 - 2. Basis-of-design for fixed audience seating is 30.52.36.30 Patriot or comparable product by one of the following:
 - a. American Seating Company (406 Series)
 - b. Irwin Seating Company (Patriot Model)
 - c. Hussey Seating Company (Quattro Performance Polymer Series)
- B. Chair support columns shall be a formed 1" x 2-1/2" 14 gauge (.0747") steel column with a welded back wing plate. Brackets for seat attachment shall be 7 gauge (.1875") steel for superior strength, formed with an integral support buttress. Floor attachment foot shall be 1/4" thick steel plate. All steel components are to be MIG welded. The standard shall be fabricated to be compatible with the floor incline, and to maintain proper seat and back height and angle.
- C. Aisle end panels shall be constructed of medium density fiberboard (MDF) and surfaced with plastic laminate specified and a lacquered edge to match the dominant color of the laminate. Panels shall be provided with a seat bracket recess for precise location and support of the panel. Panel is secured to a 14 gauge formed steel bracket bolted to the top of the support column and directly to the support column with the use of a spacer. Panel bracket assembly is concealed behind a steel shroud attached with a tamper resistant screw.
- D. Backs shall be HDPE blow molded polyethylene.
 - 1. Back components shall be one-piece, double-wall blow-molded plastic with an ergonomic compound curve. Plastic must be high density, high impact-resistant linear polyethylene with a smooth finish. The face of the back shall be recessed to accept the upholstery insert panel. The blow-molded plastic shall be designed to be a sturdy structural component with threaded inserts molded into the rear of the back for attachment of 14 gauge steel wings.
- E. Molded Plastic Seat:
 - 1. The seat components shall be one-piece, double-wall, blow-molded plastic construction, and shall be fitted with an upholstered pad secured to the surface of the seats.
 - 2. The seat shall be formed with impact-resistant, blow-molded, (HDPE) high density polyethylene plastic, with a smooth surface. The tops of the seats shall be formed to provide even, comfortable support for the seated individual by properly contouring to the shape of the human form. Seat components shall be molded to avoid sharp, pressure-generating ridges by gently falling away at the front of the seat. The underside of the seat shall be recessed to provide support of the seat surface. Structural seat-lift arms shall transfer the occupant load to the cast iron pivot and the chair's support structure (standards). Seat-lift arms shall be formed from engineered injection-molded, glass-filled nylon plastic, and colored to blend aesthetically with the blow-molded plastic.
 - 3. Seats shall lift automatically to a uniform three-quarter fold position when unoccupied, and shall rotate on two molded, structural, glass-filled nylon hinge rods in internally molded channels with integral down-stops for exceptional strength. Seat-lift shall be accomplished by compression springs and lubricated, high-tech plastic cams, providing quiet, gentle seat uplift. Seats shall be certified through routine testing during

manufacturing to pass seat cycle oscillation, ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism, and 600 lb. static load to front of seat.

- F. Chair width shall vary to accommodate sightlines and row lengths.
- G. Back height shall be 32" above a level floor.
- H. Back pitch shall be fixed as shown on seating layout drawings.
- I. Armrests shall be solid hardwood with plastic laminate on their top surface. Armrests shall have two keyhole slots in the bottom to securely lock on to steel lugs at the top of the standard. Further, one security screw shall be utilized.
- J. Accessible Seating:
 - 1. Shall be designated on the seating layout drawings and designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard shall be equipped with an armrest capable of lifting to a position parallel with the support column, opening sideways access to the seat. Aisle standards so equipped shall be provided with a label, displaying an easily recognizable "handicapped" symbol. Decorative requirements of aisle standards are waived for the handicapped access standards.
- K. Furnish extra materials from the same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish complete seat and back assemblies equal to 2 percent of amount installed for each type and size of chair seat and back.
 - 2. Furnish seat and back fabric covers equal to 2 percent of amount installed for each type and size of cushion.
 - 3. Furnish armrests equal to 2 percent of amount installed for each type of armrest.

2.3 Fabrication:

- A. Fabricate floor attachment plates to conform to floor slope, if any, so that standards are plumb and chairs are maintained at same angular relationship to vertical throughout project.

Part 3: Execution

3.1 Examination

- A. Prior to layout and installation examine floors, risers, and other adjacent work and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the work including, but not limited to, plumb of riser faces and concrete conditions.
- B. Examine locations of electrical connections.
- C. Examine locations of HVAC supply ducts.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 Installation

- A. Install seating in locations indicated and fastened securely to substrates according to manufacturer's written installation instructions.
- B. Use installation methods and fasteners that produce fixed audience seating assemblies with individual chairs capable of supporting an evenly distributed 600-lb static load applied 3" from front edge of the seat without failure or other conditions that might impair the chair's usefulness.
- C. Install seating with chair end standards aligned from first to last row and with backs and seats varied in width and spacing to optimize sightlines.
- D. Install seating so moving components operate smoothly and quietly.

3.3 Field Quality Control

- A. Perform tests and inspections.
- B. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Adjust chair backs so that they are properly aligned with each other.
- B. Adjust self-rising seat mechanisms so seats in each row are aligned when in upright position.
- C. Verify that all components and devices are operating properly.
- D. Repair minor abrasions and imperfections in finishes with coating that matches factory-applied finish.

End of Section

SUBSTITUTION OF MATERIALS & PRODUCTS FORM

To: Cumberland County Schools
Attn: Donna Fields
810 Gillespie Street
Fayetteville, North Carolina 28306

Project Name: PINE FOREST MIDDLE SCHOOL AUDITORIUM SEATING REPLACEMENT

The undersigned requests that the following product / materials be considered for substitution in lieu of the specified item in the Project Manual or on the Drawings.

Section _____ Page _____ Paragraph _____ Drawings Page _____ Detail _____

Description of Item _____

Proposed Substitution: _____

The undersigned certifies that the following statements are correct, unless modified on an attachment:

1. The proposed substitution is equal to or better in appearance, function and quality to the specified item, in all respects and is suitable for inclusion in the work.
2. Attached is 1 copy of the manufacturers Product Description, Specification, Data Sheets, Test Data & color charts.
3. We will furnish a physical sample if requested by the Owner.
4. Every variation of this product is to be listed and clearly delineated on the submission.
5. This substitution will require no dimensional changes to the drawings and will have no effect on other trades, the construction schedule or warranty requirements.
6. List similar type projects in which product is used.
7. Verification from the manufacturer that product has been in use a minimum of 2 years at similar projects.

Contractor's Signature Date

Approved _____ Disapproved _____

Owner's Signature Date

CHANGE ORDER/ALLOWANCE WORK

Number _____

DATE _____

SCHOOL _____

PROJECT _____

CONTRACTOR _____

Note: Work completed under an Allowance shall be submitted on this form for approval. Overhead and profit on all Allowances were to be included in the Contractor's bid and shall not be included on this form.

CONTRACTOR'S WORK	Debit	Credit	TOTAL
Direct Materials			
Sales Tax on Materials 6% of line 1			
Direct Labor			
Insurance, Taxes, Benefits, Etc.			
Rental/Owned Equipment			
Sales Tax on Rental Equipment 6%			
SUBTOTAL (add lines 1-7)			

SUB-CONTRACTOR'S WORK	Debit	Credit	TOTAL
Direct Materials			
Sales Tax on Materials 6% of line 1			
Direct Labor			
Insurance, Taxes, Benefits, Etc.			
Rental/Owned Equipment			
Sales Tax on Rental Equipment 6%			
SUBTOTAL (add lines 1-7)			
Profit and Overhead _____%			
SUBTOTAL (add lines 8 & 9)			

SUMMARY	Debit	Credit	TOTAL
CONTRACTOR'S WORK			
SUB-CONTRACTOR'S WORK			
SUBTOTAL (add lines 1 & 2)			
15% Profit and Overhead (not on allowance)			
Contractor's Bond Premium			
TOTAL AMOUNT OF CHANGE ORDER			

Description of work _____

Signature of Owner _____ Date _____

Signature of Contractor _____ Date _____

DAILY WORK LOG



CUMBERLAND COUNTY SCHOOLS

SCHOOL _____

PROJECT _____

CONTRACTOR _____

NOTICE TO PROCEED DATE _____

MOBILIZATION DATE _____

DATE	# OF EM- PLOYEES ON SITE	MAN HOURS	NOTES

*Man hours = total number of hours worked by all employees on site per day

CONTRACTOR

CONTRACTOR NUMBER AND/OR JOB DESCRIPTION

SALES/USE TAX CERTIFICATE

Sales and/or Use Tax Regulation Number 42 requires that the Cumberland County Schools in the County of Cumberland secure from each contractor certified statement(s) setting forth the cost of the materials and supplies manufactured or purchased by you and consumed in construction. This form is provided for you to list the materials consumed in construction. Please complete this form by inserting the information required below. If heeded, attach additional sheets.

INVOICE NO. OR QUANTITY	DATE PURCHASED OR MANUFACTURED	TYPE OF MATERIAL	INVOICE AMOUNT LESS TAX	STATE SALES/USE TAX AMOUNT	COUNTY SALES/USE TAX AMOUNT	NAME OF COUNTY SALES/USE TAX PAID TO
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TOTALS \$ \$ \$

AFFIDAVIT

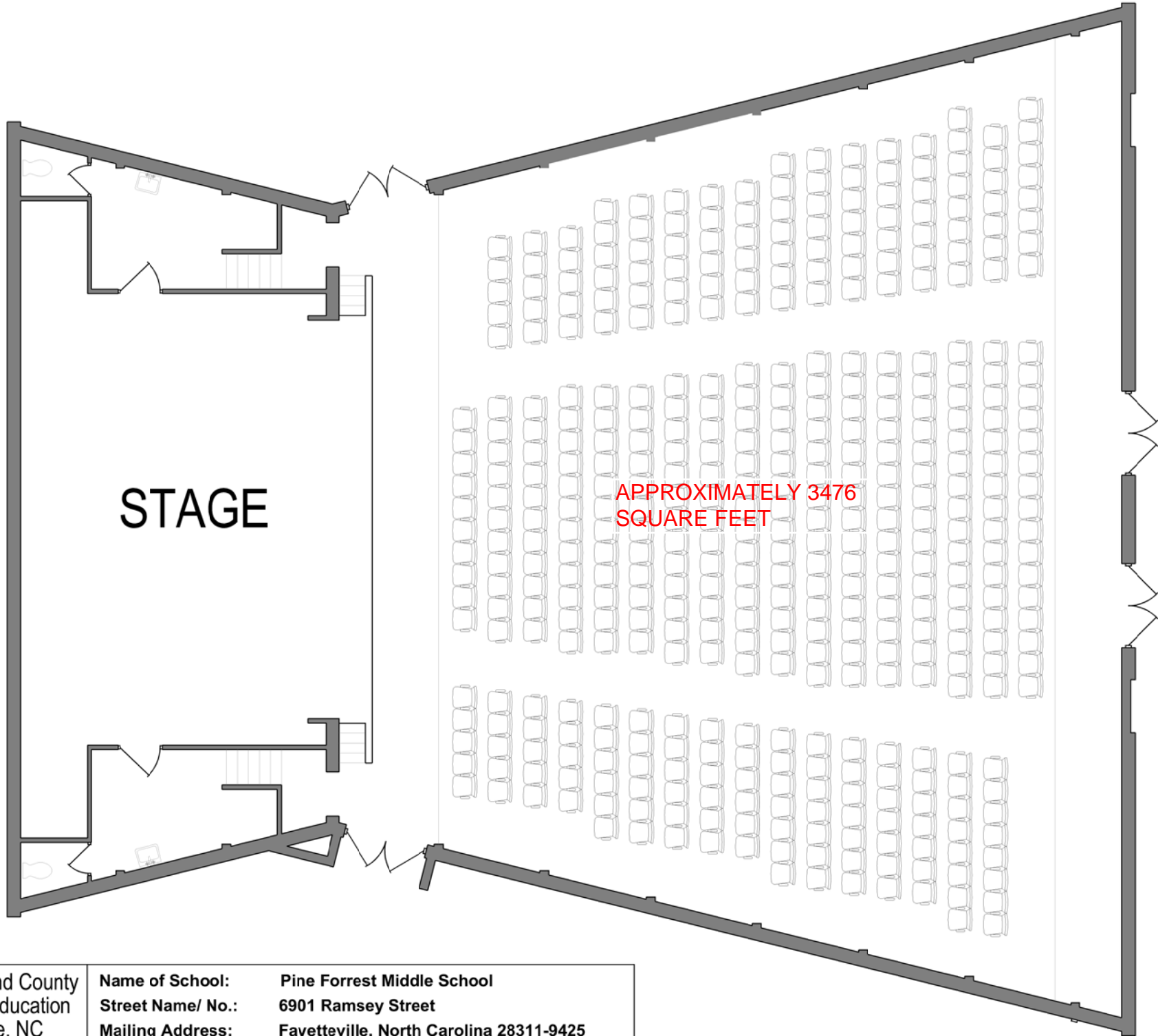
This is to certify that sales/use tax was paid as stated above on materials and supplies purchased or manufactured for the Cumberland County Schools in the County of Cumberland, North Carolina , for the above mentioned project during the period .

Report submitted this day of , 20

Contractor:

Authorized Signature: _____

Address and Telephone Number:



Cumberland County
Board of Education
Fayetteville, NC

Name of School: Pine Forrest Middle School
Street Name/ No.: 6901 Ramsey Street
Mailing Address: Fayetteville, North Carolina 28311-9425