

**PINE FOREST MIDDLE SCHOOL  
AUDITORIUM VCT INSTALLATION**

**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

Sealed proposals will be received until **2:00 p.m. on April 25<sup>th</sup>, 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 VCT 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 11<sup>th</sup> 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

# INFORMAL CONTRACT

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 install new non-slip VCT over the existing Standard VCT flooring in the Auditorium at Pine Forest Middle School. Removal of existing auditorium seating and floor level modifications will be by others.**

## 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 April 25<sup>th</sup> 2017** and shall be immediately thereafter publicly opened and read aloud.

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**A Mandatory Pre-Bid conference will be held. Contractors interested in bidding shall meet around 10:00 a.m. on April 11<sup>th</sup>, 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 VCT REPLACEMENT**

Dated: March 27<sup>th</sup>, 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 thirty, **(30)**, 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:** \_\_\_\_\_  
(\$\_\_\_\_\_)

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 **April 28, 2017**. Notice of Intent to Award will be prepared and conveyed to the Contractor immediately. By **May 1, 2017** prepared Contracts will be conveyed to the Contractor along with Notice to Proceed. The Notice to Proceed will set **June 12, 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 **July 1, 2017**. Final Completion shall be no later than **July 11, 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. Contractor shall coordinate closely with the owner and seating installer to set a schedule of work so that the entire project can be completed prior to school opening for the 2017-18 school year.

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 **June 12, 2017** and shall substantially complete all work hereunder by **July 1, 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. Provide labor and materials required to remove existing cove base the Pine Forest Middle School Auditorium.
- B. All existing surfaces to be made free of all debris and skim coated prior to installation of new Non-Slip VCT.
- C. Install Armstrong Safety-Zone non-slip VCT. Color to be selected by the owner.
- D. Install new Johnsonite or equal 4" rubber cove base (colors to be determined).
- E. Provide rubber transition strips as required (colors to be determined).
- F. All existing seating will be removed and bolts cut flush with the existing floor by the contractor for the seating replacement. Platforms needed to provide for Appropriate ADA wheelchair accommodations will be by the owner.
- G. Disposal and cleanup is the responsibility of the Contractors.
- H. Field verification required.

### SPECIFICATIONS

See attached specifications for resilient flooring.

### PLANS

See Attached Plans for Auditorium Layout

## **RESILIENT FLOORING**

### **PART 1 - GENERAL**

#### 1.01 **RELATED DOCUMENTS:**

The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

#### 1.02 **DESCRIPTION OF WORK:**

A. The extent of resilient flooring is shown on the drawings and in schedules.

B. The types of resilient flooring include the following:

1. Vinyl composition tile.
2. Rubber base.

#### 1.03 **QUALITY ASSURANCE:**

A. Manufacturer:

1. Provide each type of resilient flooring as produced by a single manufacturer, including recommended primers, adhesives and edging strips, as required.
2. Unless otherwise acceptable to the Architect, provide all resilient flooring by a single manufacturer for the entire project.

B. Provide moisture test to floor slabs prior to installation of flooring to assure that substrate is acceptable to receive finish material.

#### 1.04 **SUBMITTALS:**

A. Product Data: Submit manufacturer's technical information and installation instructions for each type of resilient flooring required.

B. Samples: Submit samples for each type and color required, representative of the expected range of colors and pattern variation.

C. Maintenance Instructions: Submit manufacturer's written instructions for recommended maintenance practices for each type of flooring required.

#### 1.05 **DELIVERY AND STORAGE:**

A. Deliver materials to the project site in the manufacturer's original unopened containers clearly marked to indicate pattern, gauge, lot number, and sequence of manufacture.

1.05 DELIVERY AND STORAGE: (Cont.)

- B. Carefully handle all materials and store in original containers at not less than 65 degrees Fahrenheit (18 degrees Celsius) for at least 48 hours before start of installation. Stack all boxes of each pattern and color in sequence as numbered by factory.

1.06 JOB CONDITIONS:

- A. Maintain minimum temperature of 65 degrees Fahrenheit (18 degrees Celsius) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Subsequently, maintain minimum temperature of 55 degrees Fahrenheit (13 degrees Celsius) in areas where work is completed.
- B. Install flooring after other finishing operations, including painting have been completed. Building air temperature and relative humidity must be within limits recommended by flooring manufacturer.

**PART 2 - PRODUCTS**

2.01 MATERIALS:

- A. Vinyl Composition Tile:
  - 1. Type IV, 12" x 12" x 1/8" gauge; (FS SS-T-312B 1); ASTM E 648, E 84, E 662.
  - 2. Tile system and color pattern selected similar to Armstrong Standard Excelon Imperial Texture VCT or approved equal with colors laid in dispersed pattern.
  - 3. Armstrong Safety-Zone VCT shall be used on all sloped surfaces.
- B. Rubber Base:
  - 1. Manufacturer to be Johnsonite, Roppe or approved equal.
  - 2. 4" standard cove base, minimum 1/8" thick .
  - 3. Maximum lengths to minimize seams.
  - 4. Use pre-molded corners.
- C. Adhesive (Cements): Waterproof, stabilized type as recommended by the tile manufacturer for the type of service indicated.



- E. Concrete Slab Primer: Non-staining type recommended by the tile manufacturer.

### **PART 3 - EXECUTION**

#### 3.01 INSPECTION:

- A. Installer must examine the areas and conditions under which resilient flooring work is to be placed and must notify the Architect of his intentions relative to repair of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Architect.
- B. Surface must be smooth, level, at the required finish elevation, and without more than 1/8" in 10'-0" variation from level or slopes shown.
- C. Any cracks are to be V-cut and filled level with epoxy.

#### 3.02 PREPARATION:

- A. Subfloors:
  - 1. Prior to start of laying of flooring, broom clean or vacuum all surfaces to be covered and inspect the subfloor. Confirm that floors are level within specified tolerance. Start of laying floor will indicate acceptance of subfloor conditions and full responsibility for the completed work.
  - 2. Use leveling compound as recommended by flooring manufacturer for filling small cracks and depressions in subfloors.

#### 3.03 EXECUTION:

- A. Place flooring with adhesive cement in strict compliance with the manufacturer's recommendations.
  - 1. Butt flooring tightly to vertical surfaces, thresholds, nosings and edgings.
  - 2. Scribe around obstructions to produce neat joints, laid tight, even, and in straight, parallel lines.
- B. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on the finish floor as marked on the subfloor. Use chalk or other non-permanent marking devices.
- C. Tightly cement tile to sub-base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks through tile, or

other surface imperfections. Hand roll tile at perimeter of each tiled area to assure adhesion.

- D. Place resilient edge strips tightly butted to tile and secure with adhesive. Provide edging strips at all unprotected edges of tile, unless otherwise shown.

### 3.03 EXECUTION: (Cont.)

#### E. Tile Floors:

1. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of the room are of equal width.
  - a. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters.
  - b. Lay tile square to room axis, unless otherwise shown.
2. Match tiles for color and pattern by using tile from cartons in the same sequence as manufactured and packaged.
  - a. Cut tile neatly to around all fixtures.
  - b. Broken, cracked, chipped, or deformed tiles are not acceptable.
  - c. Lay tile in "checkerboard " fashion with grain reversed in alternate tiles.

#### F. Rubber Base:

1. Run in full lengths where possible.
2. Run tight to door frames and other materials. No gaps.

### 3.04 CLEANING AND PROTECTION:

- A. Remove any excess adhesive or other surface blemishes from flooring, using neutral type cleaners as recommended by the flooring manufacturer. Protect installed flooring from damage by use of heavy Kraft paper or other covering.
- B. Finishing:
  1. After completion of the project, and just prior to the final inspection of the work, thoroughly clean floors and accessories.

2. Clean and prepare for acceptance as recommended by the flooring manufacturer.
- C. Replacement Stock: Provide two (2) boxes of replacement tile of each type specified to owner at completion of the project.

**END OF SECTION**

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.

<u>INVOICE NO. OR QUANTITY</u>	<u>DATE PURCHASED OR MANUFACTURED</u>	<u>TYPE OF MATERIAL</u>	<u>INVOICE AMOUNT LESS TAX</u>	<u>STATE SALES/USE TAX AMOUNT</u>	<u>COUNTY SALES/USE TAX AMOUNT</u>	<u>NAME OF COUNTY SALES/USE TAX PAID TO</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	20.00
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**TOTALS**    \$     \$     \$

**AFFIDAVIT**

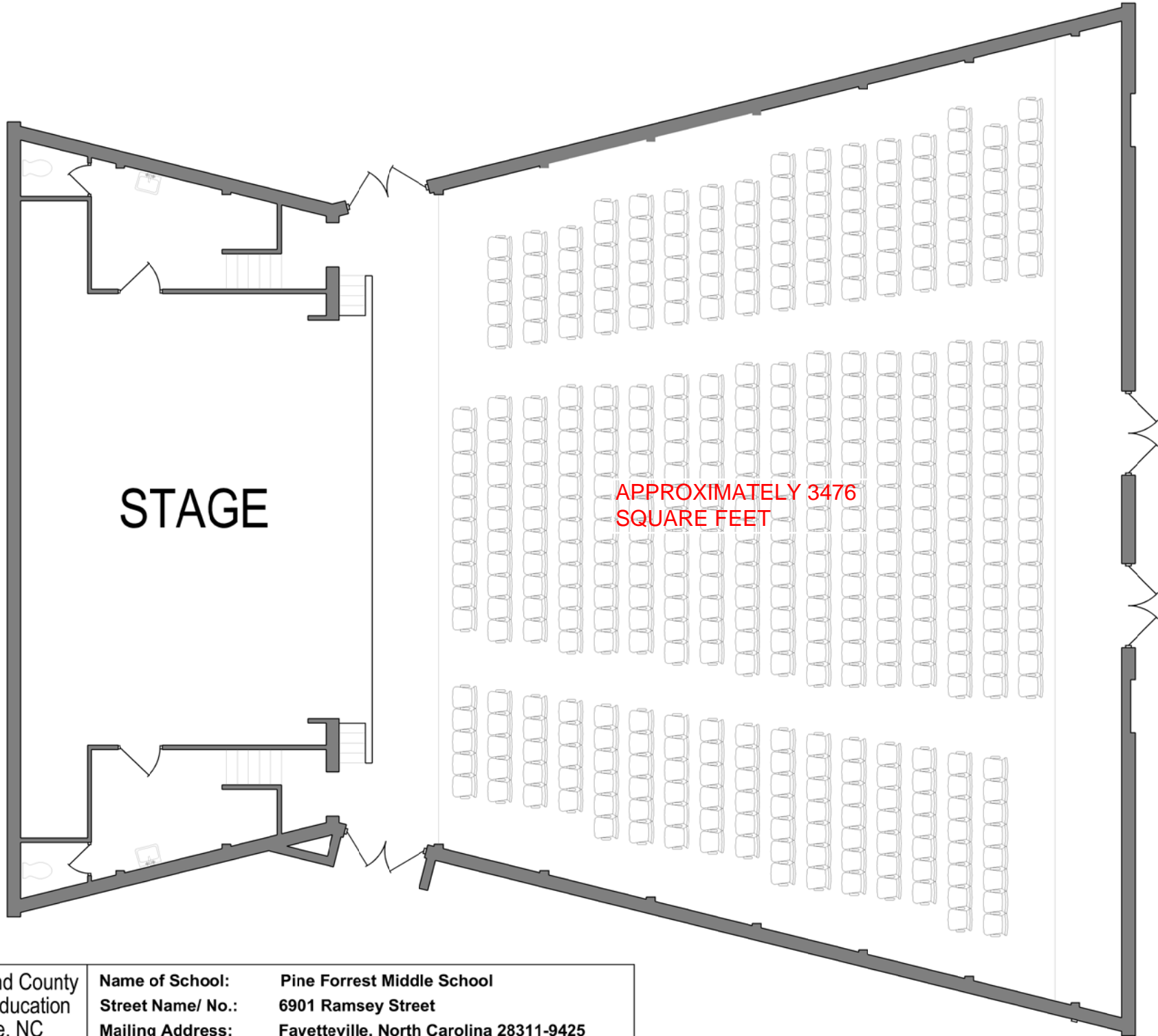
This is to certify that sales/use tax was paid as stated above on materials and supplies purchased or manufactured for the Cumberland County Schools in the County of Cumberland, North Carolina ,for the above mentioned project during the period .

Report submitted this  day of  , 20

Contractor:

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

Address and Telephone Number:



Cumberland County Board of Education Fayetteville, NC	<b>Name of School:</b>	<b>Pine Forrest Middle School</b>
	<b>Street Name/ No.:</b>	<b>6901 Ramsey Street</b>
	<b>Mailing Address:</b>	<b>Fayetteville, North Carolina 28311-9425</b>

**BID FORM**

**Auditorium VCT Installation  
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 VCT Installation 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 VCT Installation at Pine Forest Middle School**

**TOTAL BASE BID** \_\_\_\_\_  
\_\_\_\_\_ 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 VCT Installation  
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 \_\_\_\_\_