

DOUGLAS BYRD HIGH SCHOOL
MAIN GYMNASIUM WOOD FLOOR
REPLACEMENT

FOR THE

CUMBERLAND COUNTY
BOARD OF EDUCATION

FAYETTEVILLE, NORTH CAROLINA

CARRIE SUTTON, CHAIR

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RUDY TATUM
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GREG WEST
PORCHA MCMILLAN
SUSAN WILLIAMS

MR. TIM KINLAW
INTERIM SUPERINTENDENT

MARCH 2, 2018

INVITATION TO BID

Sealed proposals will be received until **2:00 p.m. on April 6, 2018** in the Cumberland County Schools' Plant Operations Center, 810 Gillespie Street, at which time they will be publicly opened and read aloud for the **Main Gym Floor Replacement at Douglas Byrd High School**.

A **Mandatory Pre-Bid conference** will be held at **Douglas Byrd High School**. Contractors interested in bidding shall meet **at 3:00 p.m. on March 20, 2018 at the school's main office**. **The address is 1624 Ireland Drive, Fayetteville, NC 28304. The site phone number is 910-484-8121.**

Single prime bids will be accepted in accordance with G.S. 143-128. Complete Bid Documents will be issued at the Pre-bid Conference or may be obtained prior to the Pre-Bid Conference from Donna Fields, Project Manager, Cumberland County Schools, (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 \$1,000,000
 - Owner/Officer must be included in coverage
 - 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
 - D. Builder's Risk or Installation Floater Contract Amount*
 - E. CCS shall be listed on the General Liability and Auto Liability insurance policies as an additional insured
4. Recruitment of minority business participation in accordance with G.S. 143-128.

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

Mr. Timothy Kinlaw, Interim 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) 758-2578 FAX

SCOPE OF WORK

Main Gym Floor Replacement at Douglas Byrd High School

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

Donna Fields
Project Manager
Cumberland County Board Of Education
810 Gillespie Street
Fayetteville, N.C. 28306
(910) 678-2571, Fax (910) 758-2578, Cell (910) 551-6583

up to **2:00 p.m. on April 6, 2018** and immediately thereafter publicly opened and read aloud.

A Mandatory Pre-Bid conference will be held. Contractors interested in bidding shall meet around 3:00 p.m. on March 6, 2018 at Douglas Byrd High School, 1624 Ireland Drive, Fayetteville, NC 28304. Phone: 910-484-8121.

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:

MAIN GYM FLOOR REPLACEMENT DOUGLAS BYRD HIGH SCHOOL

Dated: March 2, 2018 and the following addenda:

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 **60 (sixty)** consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be assessed in the amount of **Five Hundred dollars (\$500.00)** per day for each day beyond the final 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: _____
(\$_____)

ALTERNATE ONE: _____
(\$_____)

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 CONDITIONS

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, MFMA 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 and Tobacco use is prohibited on the property and will be restricted to off-property areas only.

Concealed Carry is not permitted on Cumberland County School Property. Firearms must be secured inside a locked box inside a locked vehicle. Ammunition must be locked and stored separately from the weapon.

Contractor personnel are required to take place in emergency procedures, rather they be actual or drills, and are to follow directions of school administration. Any personnel not following the aforementioned safety and security guidelines shall be escorted off the property and shall not be permitted back onto any Cumberland County School property.

Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

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.

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.

USE OF SITE

Normal working hours are to be verified and shall be observed unless prior authorization is approved by the Principal and Operation's Staff.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

It is the Owner's intent to make a recommendation regarding award of this Contract by **April 13, 2018**. Notice of Intent to Award will be prepared and conveyed to the Contractor immediately. By **April 16, 2018**, prepared Contracts will be conveyed to the Contractor along with Notice to Proceed. The Notice to Proceed will set **June 11, 2018** 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. A preconstruction conference shall be scheduled once the project is awarded and shall require attendance by owner representative departments, school administrative staff and the contractor.

Substantial Completion shall be achieved by **July 31, 2018**. Final Completion shall be no later than **August 9, 2018**.

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

Working hours of 7:30am – 5:30pm Monday – Thursday is observed during summer months unless prior authorization is approved by the Operations/School Administration staff. Sites will be made available outside of normal working hours, on Fridays and Weekends if needed to complete work in a timely manner as long as coordination is made at least 24 hours in advance.

LIQUIDATED DAMAGES

The Contractor shall commence work to be performed under this agreement on **June 11, 2018** and shall substantially complete all work hereunder by **July 31, 2018**. **For each day in excess of the final completion date, the Contractor shall pay to the Owner Five Hundred dollars (\$500.00) 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.
- d. Specific utility needs must be coordinated in advance, i.e., special electrical outlets/power requirements for equipment, etc.

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. Contractors are required to check in at the main office each day upon arriving at the site and sign out at the end of each work day.
- B. Workers shall be identified at all times with either attire with company logo, badges or vests.
- C. Contractor shall be responsible for securing area within which he is working.

MISCELLANEOUS

- A. The contractor shall include in his base bid a **Five Thousand Dollar (\$5,000)** miscellaneous allowance upon which to draw unforeseen expenses. All draws from this allowance shall be executed via the change order process and additional work must be approved by the owner. Unused allowance shall be returned to the Owner.
- B. The owner will be responsible for coordinating moving the bleachers by the bleacher contractor / servicer to meet installation time tables and requirements.
- C. The flooring contractor shall be responsible for removal of all demolition debris off-site and in an acceptable manner.

STANDARD ADDENDUM FOR CONTRACT SERVICES
Effective February 12, 2018

This contract addendum shall be attached to and incorporated by reference as an integral part of each contract which is subject to Cumberland Board of Education Policy Code 6420, "Contracts with the Board," and which pertains to the purchase of materials, equipment, or services, and is entered into by the Cumberland County Board of Education ("Board") and any contractor or supplier ("Contractor").

1. **Iran Divestment Act and Divestment from Companies Boycotting Israel.** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

2. **Lunsford Act.** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall insure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

3. **E-verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

4. **Policy Compliance.** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work.

SIGNATURES:

CONTRACTOR:

CUMBERLAND COUNTY BOARD OF
EDUCATION

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Company Name (not parent company)	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PCP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	Y					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						UM/UIM * \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STAT-LIBRARY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Sexual Abuse/Molestation Liability	Y					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$100,000 per person/\$300,000 per occ

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
 Cumberland County Schools is additional insured on the General Liability and Auto Liability policies shown above as respects contract with named insured above.
 *Workers compensation coverage must be INCLUDED for the owner and box must be marked "N" as shown above.
 *UM/UIM limits must be shown on the certificate.

CERTIFICATE HOLDER	CANCELLATION
Cumberland County Board of Education 2465 Gillespie Street Fayetteville, NC 28408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Sample Auto Additional Insured Endorsement

Policy Number:
Effective:

COMMERCIAL AUTO
UGCA 35 99 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form. The inclusion of additional interest or interests will not operate to increase the limit of our liability.

An additional premium of \$ is fully earned at the time of issue.

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 _____

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 needed, 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>
						20.00
TOTALS			\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	

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:

WOOD 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. Flooring nailed to resiliently mounted wood sleepers

1. Douglas Byrd High School Main Gymnasium

1.03 **QUALITY ASSURANCE:**

A. Installer Qualifications: Engage and experienced installer who specializes in installing types of wood flooring similar to those required for this project with a minimum of three (3) years' experience.

B. Single-Source Responsibility for Flooring System: Engage a qualified installer for the resilient wood flooring system to assume undivided responsibility for installing the complete flooring system, including: moisture barrier, anchorage system, sleepers, sub-flooring or underlayment, adhesive or mastics, resilient mounts, flooring, trim, expansion and transition provisions, finish, marking and other accessory items indicated.

C. General Standards: Comply with Maple Flooring Manufacturer Association (MFMA) standards and recommendations for flooring including grading ruled, and comply with Wood and Synthetic Flooring Institute (WSFI) standards and recommendations applicable to material and method of installation, except as otherwise indicated.

D. Warranty: Materials and installation shall have a one-year warranty.

1.04 **SUBMITTALS:**

A. Product Data including manufacturer's detailed technical product data and instructions for installation, handling, storage, moisture protection, anchorage, finishing, protection and maintenance.

B. Shop Drawings showing layout and installation details including method of attachment, waterproofing, substrate conditions, method of construction, relationships to surrounding construction, perimeter venting, base and trim details and other information and components not fully dimensioned or detailed in manufacturer's product data. Include layout, colors, widths and

dimensions of game lines and markings. Include parquet panel design and layout.

C. Samples of flooring finish.

1.05 DELIVERY AND STORAGE:

- A. Protect wood flooring from excessive moisture in shipment, storage, and handling. Deliver in unopened bundles and store in a dry place with adequate air circulation. Do not deliver material to building until concrete, plaster, and other wet work is complete and cured to a condition of equilibrium.
- 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.
- C. Moisture Content: At time of delivery to project, maintain six to nine percent average moisture content.

1.06 JOB CONDITIONS:

- A. Do not proceed with delivery and installation of wood flooring until after spaces to receive flooring are enclosed, dry and maintained at approximately the same humidity condition as planned for occupancy.
- B. Place wood flooring materials in spaces to be floored seven days before starting installation. Open sealed packages of wood flooring to permit natural adjustment of moisture content.
- C. 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 before, during and after installation of wood flooring.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- A. Wood Flooring:
 - 1. Action Floor Systems, Inc.
 - 2. Horner Flooring Co.
 - 3. Robbins, Inc.
 - 4. Superior Floor Company, Inc.

B. Finishing Materials:

1. Basic Coatings
2. BonaKemi USA, Inc.
3. Crawford Laboratories
4. Dura Seal Division, Minwax Co., Inc.
5. Hillyard, Inc.
6. Huntington Laboratories, Inc.
7. National Coatings Co.
8. Buckeye International

2.02 WOOD FLOORING:

A. Comply with Maple Flooring Manufacturers Association grading rules for the following:

1. Species: Northern Hard Maple.
2. Grade for Areas Normally Exposed to View: Seconds (2nd) or Better Grade .

B. Lengths: 1-1/4 to 8 feet. Comply with Maple Flooring Manufacturers Association grading rules, unless otherwise indicated for special patterns.

C. Matching: Tongue and grooved and end matched.

D. Back Channeling: Back-channel each piece according to manufacturer's Standards, unless specifically recommended by manufacturer to be plain or flat backed for application indicated.

E. Thickness: 25/32 inches.

F. Face Width: 2-1/4 inches.

G. Seasoning: Kiln-dry flooring before milling. Air-dried flooring will not be acceptable.

2.03 FINISHING MATERIALS:

A. Floor Sealer:

1. Penetrating-type, pliable, sealer or sealer / finish, as recommended by flooring manufacturer and approved by Maple Flooring Manufacturers Association.
2. Expoy ester, or approved equal.

A. Floor Finish:

1. High-build, non-yellowing floor finish with high solids content and viscosity that can produce a high gloss with multiple coats, and designed for gymnasium floor application as recommended by flooring manufacturer and approved by MFMA.
2. Epoxy ester, or approved equal.

2.04 ACCESSORY MATERIALS:

- A. Moisture Barrier: Polyethylene sheeting conforming to ASTM D 4397, not less than 6.0 mils thick.
- B. Wood Sleepers: Standard grade, nominal 2 x 3 inches x 4 feet long, kiln-dried eastern hemlock, fir, pine or spruce, pressure preservative treated according to AWPA C2.
- C. Rubber Mounts: 3/8" and 3/4" thick hollow rubber or neoprene, pneumatic (hermetically sealed voids) pads, sized to provide optimum floor resiliency for spacing specific by manufacturer.
- D. Nails and Screws: Type and size recommended by manufacturer, but not less than recommended by MFMA for each application.
- E. Cork Expansion Strip: composition cork expansion strip, FS HH-C-576, Typer I-B, Class 2.
- F. Expansion Base Grim: 4" x 3" Vented, semi-grid plastic angle molding, and manufacturer's standard (pre-molded corners).
- G. Reducer Strips: Wood reducer strip of same species and finish as wood flooring, minimum 4 inches wide by height and length required, tapered to provide transition between resilient wood flooring system and adjacent flooring.

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 Owner 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 Owner.

3.02 INSTALLATION:

- A. Comply with flooring manufacturer's instruction and recommendation for applications indicated, but not less than MFMA standards and wood and Synthetic Flooring Institute standards.
- B. Lay flooring lengthwise within space to be floored, except as otherwise indicated.
- C. Level resilient wood flooring system to a tolerance of 1/8" in 10".
- D. Provide expansion space as indicated or required by manufacturer's instructions and MFMA standards, at walls and other obstructions, interruptions and termination of flooring. Cover spaces with bases, trim, saddles and thresholds, except fill flush with cork expansion strip when indicated to be uncovered.
- E. Before installing resilient wood flooring system over concrete substrate, check for dryness. If not sufficiently dry, as determined by installer, continue to dry substrate, or provide extra moisture protection for flooring.
- F. Install moisture barrier with joints lapped a minimum of 6 inches and sealed.
- G. Install metal threshold at all door openings.

3.03 RESILIENTLY-MOUNTED WOOD SLEEPER SYSTEM:

- A. Apply rubber mounts to bottom side of 1 ½ x 2 ½ wood sleeper units, of lengths and spacing of mounts as specified by manufacturer.
 - 1. Install sleepers perpendicular to long dimension of space without anchorage over substrate.
 - 2. Space sleepers 8 inches o.c..

3.04 SANDING AND FINISHING:

- A. Allow installed flooring to acclimate to ambient conditions for a minimum period of 10 days before sanding.
- B. Machine sand with coarse, medium and fine grades of sandpaper, followed by disc sanding with 000 sandpaper. Clean with power vacuum, tack and check to confirm that entire surface of each piece has been sanded, and that floor is level and smooth, without ridges or cups. Proceed immediately with finish process.

- C. Apply wood sealer (one or two coats) according to manufacturer's instructions, including machine buffing with steel wool, in-the-wet when recommended by manufacturer.
- D. Apply high-build gym floor finish according to manufacturer's instructions, including a first coat of penetrating sealer of type recommended. Apply as many coats as needed to build a minimum dry film thickness of 3 mils. Follow manufacturer's recommendations for drying time between coats. Buff between each coat.
- E. Prior to applying last coat of floor finish, lay out line, fields and other markings as indicated for colored enamel application. Mask flooring to provide sharp edges. Apply gym enamel 1.0 mil thick, in colors indicated, or as selected by Owner. Where game lines cross, break minor game line at intersection. Do not overlap lines.
- F. Install expansion base trim and other cover as indicated for expansion spaces at edges and interruptions of flooring.

3.05 PROTECTION:

- A. Prohibit traffic on finished floor for a minimum of ten (10) days.
- B. Protect completed wood flooring so that finish is allowed to properly cure and flooring and finish will be without damage or deterioration at time of acceptance.

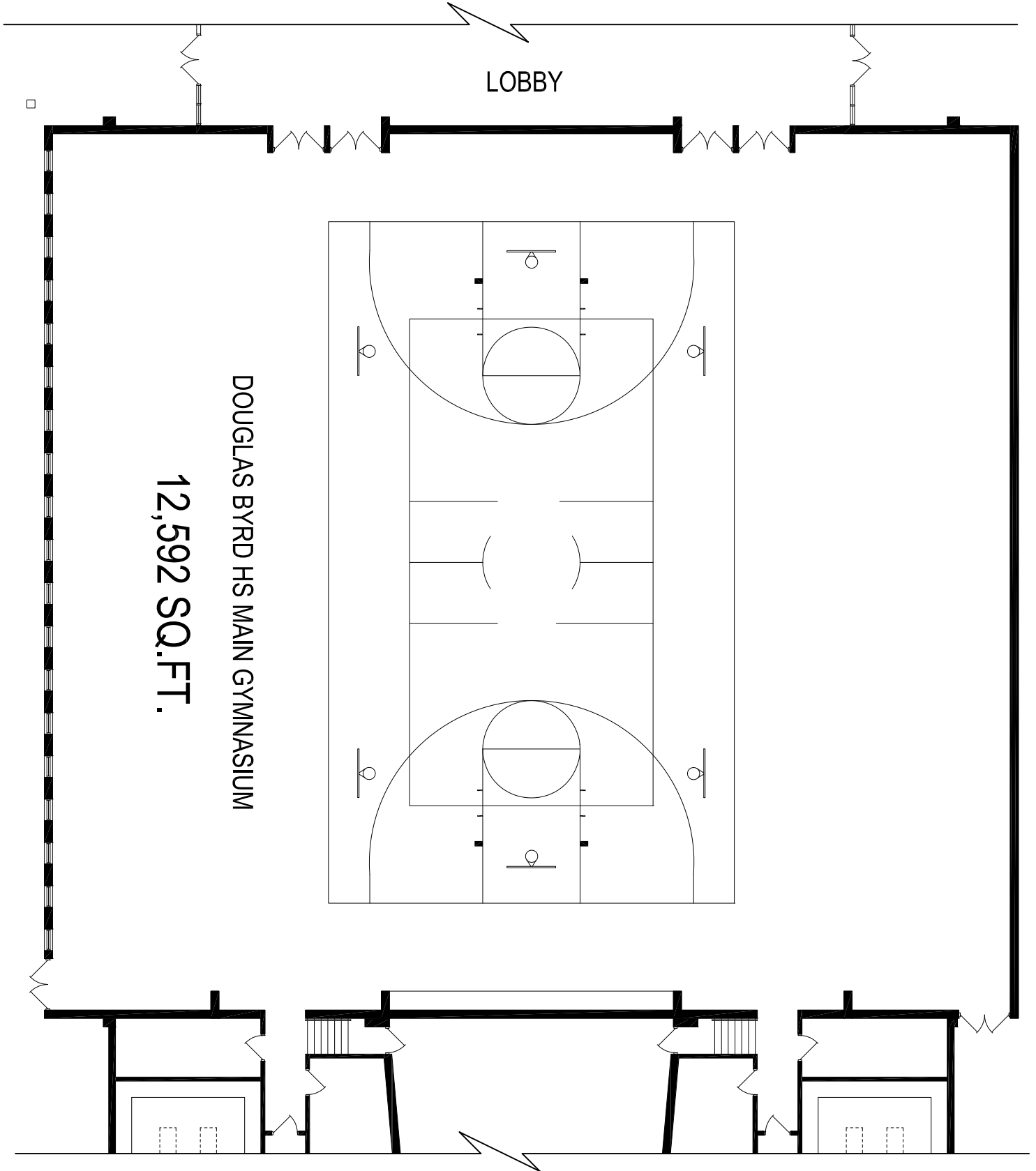
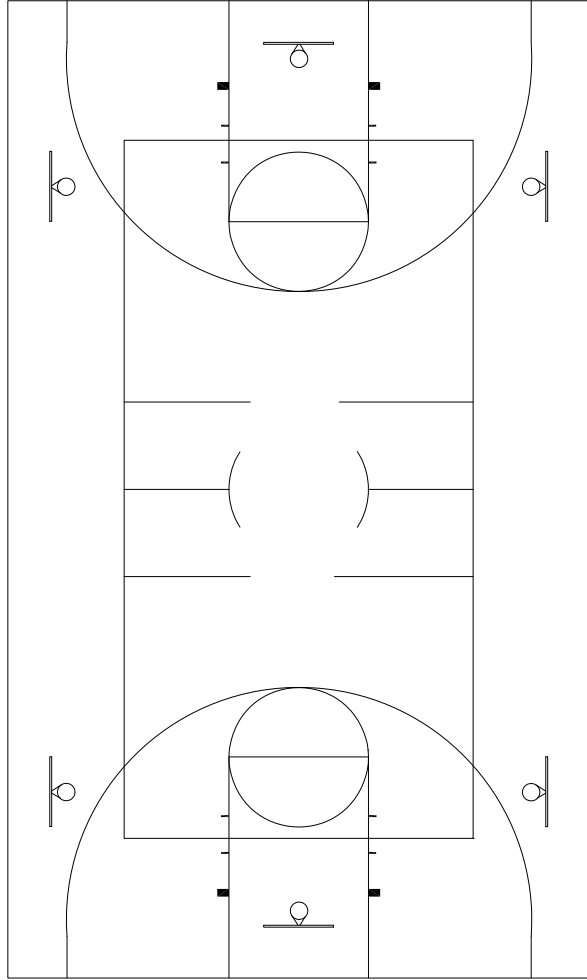
3.05 CARE AND MAINTENANCE:

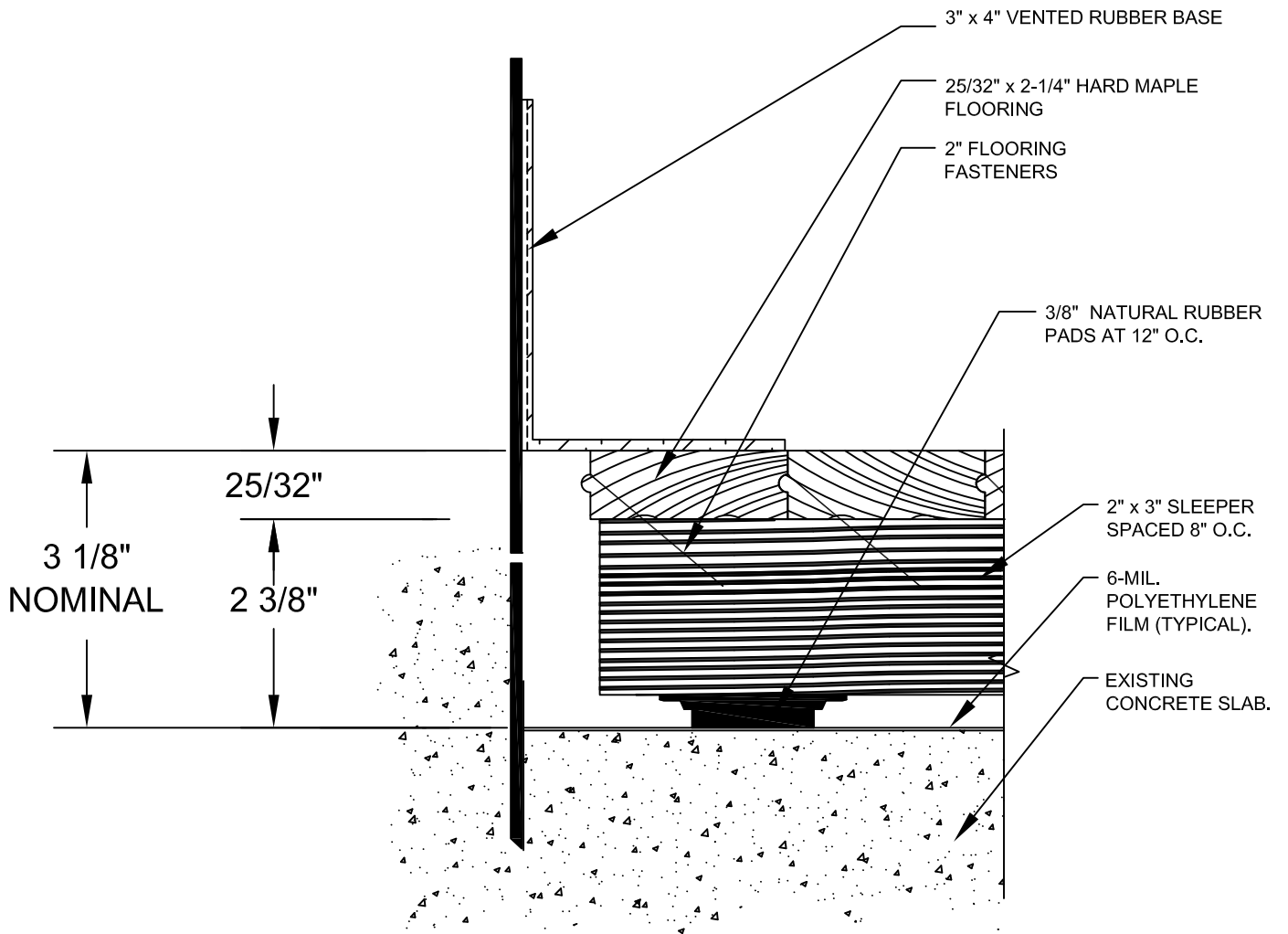
- A. Provide owner with manufacturer recommendations for appropriate products and methods for proper cleaning and maintenance of newly installed resilient wood floor system.

END OF SECTION

LOBBY

DOUGLAS BYRD HS MAIN GYMNASIUM
12,592 SQ.FT.

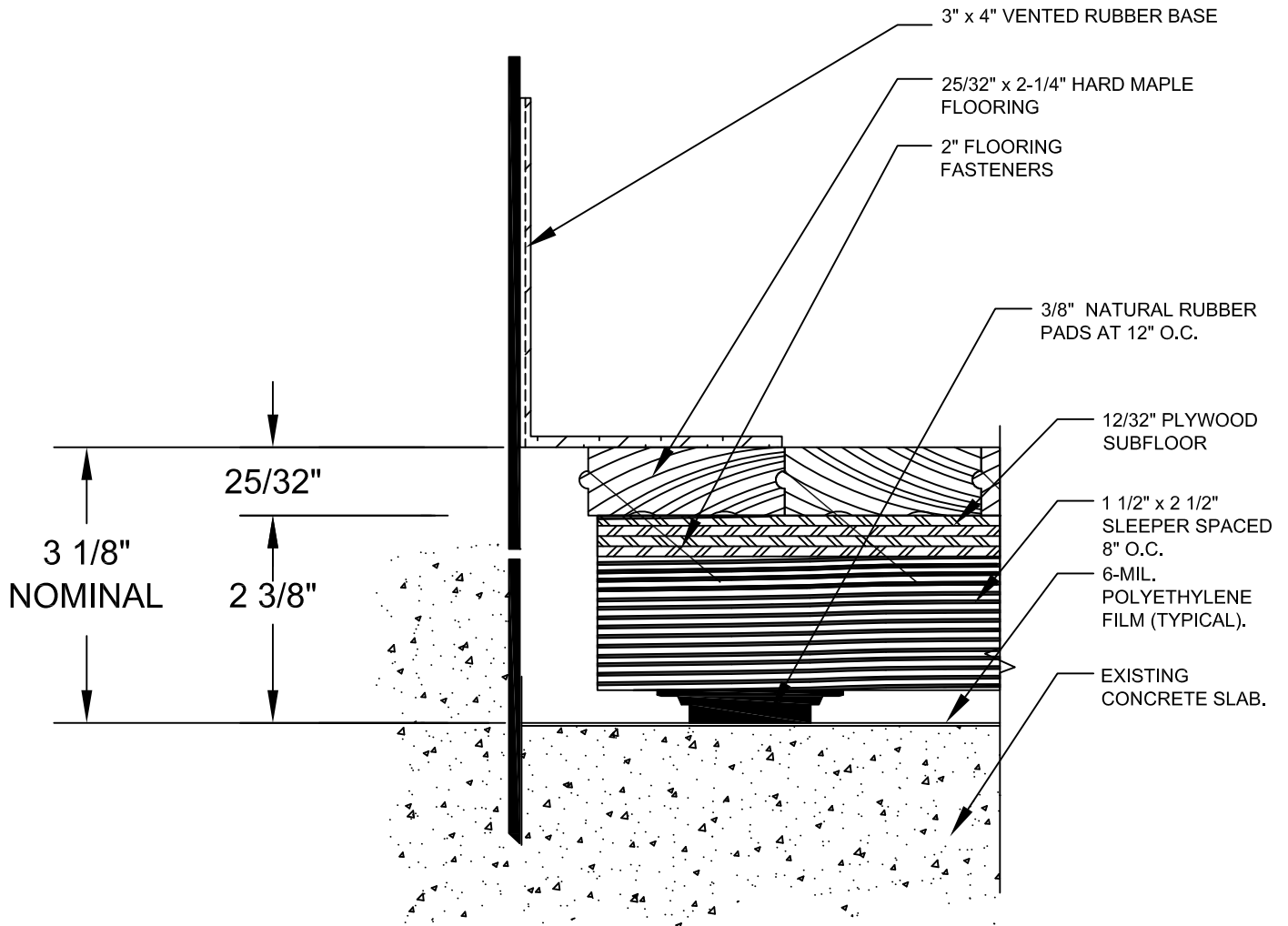




DOUGLAS BYRD HIGH SCHOOL
GYM WOOD FLOOR REPLACEMENT

BASE BID

MARCH 2, 2018



DOUGLAS BYRD HIGH SCHOOL
GYM WOOD FLOOR REPLACEMENT

ALTERNATE NO. 1

MARCH 2, 2018

BID FORM

**Main Gym Floor Replacement
Douglas Byrd High 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 **Main Gym Floor Replacement at Douglas Byrd High 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: Main Gym Floor Replacement at Douglas Byrd High School

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

ALTERNATE NO. 1 _____
_____ Dollars (\$) _____)

Minority Status *:	Form of Minority Certification**:
--------------------	-----------------------------------

*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

**Main Gym Floor Replacement
Douglas Byrd High 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 _____, 2014.

(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 _____