

H. Mark Whitley
Director of Operations & Planning
Operations Center

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EMAIL COVER SHEET

Date: **May 4, 2021**

Attention: **Bidders**

Company: **See Below**

Regarding: **Bleacher Inspections & Repairs**

Comments:

Attached you will find the Invitation To Bid for the above referenced project.

FaciliServ – jmills@faciliserv.com

MasterCraft Renovations System – leek@mastercraftbleachers.com

Charron Sports Services – nancy@charronbleachers.com

Red Hill Distributors - doug@redhillnc.com

Seating Safety Solutions, Inc. - sss.nicoleperkins@gmial.com

Please give me a call if you have any questions.

Signed: _____
H. Mark Whitley

Confidential and Privileged: The information contained in this facsimile is privileged and confidential information intended for the sole use of the addressee. If the reader of this facsimile is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this correspondence is strictly prohibited. If you have received this FAX in error, please immediately notify the sender, and return the original message by mail to the sender at the address listed below.

INVITATION TO BID

BLEACHER INSPECTIONS & REPAIRS

Sealed proposals will be received until **11:00 a.m. May 21, 2021** in the Cumberland County Schools' Plant Operations Center, 810 Gillespie Street, at which time they will be publicly opened and read aloud for the **Bleacher Inspections & Repairs**.

No prebid meeting is scheduled. Contractors may visit the site during regular business hours by scheduling an appointment with Phillip Perry, Director of Maintenance at (910) 824-6592 or Mark Whitley, Director of Operations & Planning at (910) 678 -2342. All requests for site visits must be made by May 14, 2021. All questions must be submitted by May 17, 2021.

If further information is needed, you may email Mark Whitley at markw@ccs.k12.nc.us

Single prime bids will be accepted in accordance with G.S. 143-128.

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. **Bleacher Certifications must be provided. Certification must match the name of the bidder.**
4. 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 Board of Education) 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
5. Recruitment of minority business participation in accordance with G.S. 143-128.

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

Dr. Marvin Connelly, Jr, Superintendent
Cumberland County Board of Education
PO Box 2357
Fayetteville, NC 28302

BID FORM

Bleacher Inspections & Repairs

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 **Bleacher Inspections & Repairs** 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: Bleacher Inspections & Repairs

TOTAL BASE BID _____
_____ Dollars (\$ _____)

General Condition Report Repair Bid

Material Mark Up _____ %

Service Labor Rate

Field Technician \$ _____ /hour

Laborer \$ _____ / hour

All bids must include sales tax.

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

Bleacher Inspections & Repairs

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 _____, 2021.

(Name of firm or corporation making bid)

Witness: By: _____

Title: _____

(Proprietorship or Partnership)

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

Address: _____

License No.: _____

Federal ID No.: _____

(CORPORATE SEAL)

ATTEST:

By: _____

Title: _____

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

ADDENDA USED IN COMPUTING THIS BID

ADDENDUM NO. 1 _____ ADDENDUM NO. 2 _____

INFORMAL CONTRACT 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:

BLEACHER INSPECTIONS & REPAIRS

Dated: _____ and the following addenda:

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: _____ 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 as described under Paragraph 1 above 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.

- 4. This contract consists of the Informal Contract for Construction, the Contractor's bid, the General Conditions, the Supplementary General Conditions, the Standard Addendum for Contract Services and any other written documents, specifications, plans, drawings, exhibits, or addenda specifically referenced herein or executed by the parties. This Contract contains all of the parties' terms, agreements, and understandings regarding the Work, and it supersedes and replaces any prior discussions or communications of any kind, and this Contract may only be amended or changed in writing, executed by the parties. If any term of this Contract is subsequently judicially determined to be unenforceable or invalid, the remaining terms shall remain in full force and effect. This Contract is governed by North Carolina law.

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 BOARD OF EDUCATION

This Instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date Finance Officer, Cumberland County Board of Education

OWNER _____ DATE _____
Dr. Marvin Connelly, Jr., Superintendent

CONTRACTOR _____ DATE _____

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 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 \$1,000,000
Owner/Officer must be included in coverage
- 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*
- E. Owner shall be listed on the General Liability and Auto Liability insurance policies as an additional insured (an additional insured endorsement similar to the one attached to this contract must be included/attached with the certificate of insurance. If blanket additional insured is provided by the policy, a copy of the blanket additional insured wording form must be included/attached to the certificate.)
- F. Owner reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Carrier(s) on the grounds of poor claim service or financial responsibility.

The Builders' Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, soft cost, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.

Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

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: M. J. Desormeaux, Associate Superintendent Auxiliary Services, P.O. Box 2357 Fayetteville, NC 28302.

CONSTRUCTION CONFERENCES

The contractor is required to attend conferences 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, DATE

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

PERFORMANCE

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

REFERENCES

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

PREREQUISITES FOR SUBSTANTIAL COMPLETION

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

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

CHANGE ORDER

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

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

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

INSPECTION, PERMITS

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

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

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

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

TAXES

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

EQUAL OPPORTUNITY

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

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

MINORITY PARTICIPATION

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

CONTRACT PAYMENTS

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

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

CLEANING UP

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

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

WARRANTY

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

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

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

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

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

It is the Owner's intent to make a recommendation regarding award of this Contract by **May 31, 2021**. Notice of Intent to Award will be prepared and conveyed to the Contractor immediately. By **June 14, 2021** prepared Contracts will be conveyed to the Contractor along with Notice to Proceed. The Notice to Proceed will set no later than **July 1, 2021** as the Construction Starting 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 **September 23, 2021**. Final Completion shall be no later than **September 30, 2021**.

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

Normal working hours during the summer are 8:00 am – 5:00 pm Monday – Friday. The Contractor may not work outside these hours without prior authorization from the Principal and Operation's staff. If necessary, additional hours on the weekend or in the evenings may be considered. Extended hours maybe allowed at the discretion of the school staff with direct compensation by the Contractor. Liquidated damages apply whether or not extended hours are granted.

LIQUIDATED DAMAGES

The Contractor shall commence work to be performed under this agreement on **July 1, 2021** and shall substantially complete all work hereunder by **September 23, 2021**. **For each day in excess of this substantial completion date, the Contractor shall pay to the Owner Two hundred fifty (\$ 250) 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 undertaken 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.

SCOPE OF WORK

INSPECTION PROCEDURE

1. Telescopic bleachers must be opened for the safety inspector.
 - a. Their safety inspectors are not permitted to open manually operated bleachers
2. Inspection Procedures Performed
 - a. Detailed photos of the bleacher system, surface structure, understructure and layout.
 - b. Measurements of the equipment.
 - c. Notation of safety concerns, operation of bleacher/athletic equipment, connections and welds.
 - d. Analysis of upgrades to improve operation, use and overall safety of the equipment.
3. 1-2 (+) hours is allowed depending on the type and size of the equipment.
4. Notify CCS Project Manager of the Bleacher Inspections and what is required
5. No one may be on or under equipment being inspected.
6. Students may not be present during inspections or service of overhead equipment, when a lift is in use.
7. Inspectors are not authorized to make on-site evaluation of athletic equipment conditions and/or remedies
8. Additional Inspections not included in this quote may only be performed with permission of the Owner for an additional charge.

LOCATIONS

(Please note: multiple stands of bleachers will be at many of these exterior sites)

Alderman Road ES, Baseball – Aluminum 1 Section, 3 Rows x 21' long
Alma Easom ES, Playground – Aluminum 8 Sections, 3 Rows x 8' long
Baldwin ES, Baseball – Aluminum 2 Sections, 5 Rows x 15' long
Baldwin ES, Softball – Aluminum 2 Sections, 5 Rows x 15' long
Bill Hefner ES, Playground – Aluminum 1 Section, 5 Rows x 15' long
Eastover Central ES, Main Gym – Wood 2 Sections, 4 Rows Stationary
Ferguson-Easley ES, Baseball – Aluminum 2 Sections, 10 Rows x 15' long
Gray's Creek ES, Football Home – Aluminum 2 Sections, 5 Rows x 15' long
Gray's Creek ES, Baseball – Aluminum 2 Sections, 5 Rows x 15' long
Honeycutt ES, Baseball – Aluminum 4 Sections, 5 Rows x 15' long x 2 sets
Lake Rim ES, Main Gym – Plastic 4 Sections, 3 Rows Manual
Lake Rim ES, Baseball – Aluminum 2 Sections, 5 Rows x 15' long
Lake Rim ES, Softball – Aluminum 2 Sections, 5 Rows x 15' long
Miller ES, Softball – Aluminum 4 Sections, 5 Rows, x 15' long
Miller ES, T-Ball – Aluminum 8 Sections, 5 Rows x 15' long
Stedman ES, Main Gym – Wood 10 Sections, 5 Rows Manual
Stedman ES, Baseball – Aluminum 2 Sections, 5 Rows x 15' long x 3 sets of bleachers
Stoney Point ES, Main Gym – Plastic 8 Sections, 3 Rows Powered
Walker-Spivey ES, Main Gym – Wood 4 Sections, 8 Rows Manual
Walker-Spivey ES, Baseball – Aluminum 2 Sections, 5 Rows x 15' long
Anne Chesnutt MS, Football Home – Aluminum 3 Sections, 10 Rows x 15' long;
Aluminum 1 section, 5 Rows x 15' long
Anne Chesnutt MS, Football Visitor – Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 1 section 5 Rows x 15' long
Anne Chesnutt MS, Main Gym – Plastic 5 Sections, 8 Rows Powered
Anne Chesnutt MS, Baseball – Aluminum 2 Sections, 5 Rows, x 15' long
Anne Chesnutt MS, Softball – Aluminum 2 Sections, 5 Rows, x 15' long
Douglas Byrd MS, Football Home – Aluminum 3 Sections, 5 Rows x 15' long
Douglas Byrd MS, Football Visitor – Aluminum 6 Sections, 5 Rows x 15' long
Douglas Byrd MS, Main Gym – Plastic 7 Sections, 5 Rows Powered
Douglas Byrd MS, Baseball – Aluminum 4 Sections, 5 Rows x 15' long
Gray's Creek MS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 2 Sections, 5 Rows x 15' long
Gray's Creek MS, Main Gym – Plastic 6 Sections, 6 Rows Powered
Gray's Creek MS, Softball - Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 2 Sections, 5 Rows x 15' long
Hope Mills MS, Football Home – Aluminum 4 Sections, 10 Rows x 15' long
Hope Mills MS, Main Gym – Plastic 8 Sections, 5 Rows Powered
Hope Mills MS, Baseball – Aluminum 1 Section, 10 Rows x 15' long
Hope Mills MS, Softball – Aluminum 4 Sections, 5 Rows x 15' long
John Griffin MS, Football Home – Aluminum 3 Sections, 10 Rows x 15' long

John Griffin MS, Football Visitor – Aluminum 2 Sections, 10 Rows x 15' long

John Griffin MS, Main Gym – Plastic 4 Sections, 7 Rows Manual;
Plastic 2 Sections, 6 Rows Manual

John Griffin MS, Baseball – Aluminum 4 Sections, 5 Rows x 15' long

John Griffin MS, Softball – Aluminum 4 Sections, 5 Rows x 15' long

Lewis Chapel MS, Football – Aluminum 4 Sections, 10 Rows x 15' long

Lewis Chapel MS, Main Gym – Plastic 4 Sections, 7 Rows Powered 66'

Lewis Chapel MS, Baseball – Aluminum 1 Section, 10 Rows x 15' long

Lewis Chapel MS, Softball – Aluminum 1 Section, 10 Rows x 15' long;
Aluminum 2 Sections, 3 Rows x 15' long

Luther Nick Jerals MS, Football Home - Aluminum 1 Section, 10 Rows x 21' long;
1 Sections, 5 Rows x 15' long

Luther Nick Jerals MS, Football Visitor – Aluminum 2 Sections, 5 Rows x 15' long;
1 Section, 3 Rows x 21' long

Luther Nick Jerals MS, Main Gym – Plastic 4 Sections, 7 Rows Powered

Luther Nick Jerals MS, Baseball – Aluminum 1 Section, 10 Rows x 15' long
Aluminum 4 Sections, 3 Rows x 21' long

Mac Williams MS, Football Home – Aluminum 3 Sections, 10 Rows x 15' long

Mac Williams MS, Football Visitor – Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 1 Section, 5 Rows x 15' long

Mac Williams MS, Main Gym – Wood 4 Sections, 7 Rows Manual

Mac Williams MS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long

Mac Williams MS, Softball – Aluminum 2 Sections, 10 Rows x 15' long

New Century Intl. MS, Football Home – Aluminum 6 Sections, 10 Rows x 15' long

New Century Intl. MS, Baseball – Aluminum 4 Sections, 5 Rows x 15' long

New Century Intl. MS, Main Gym – Plastic 5 Sections, 6 Rows Powered

New Century Intl. MS, Soccer – Aluminum 4 Sections, 5 Rows x 15' long

New Century Intl. MS, Softball – Aluminum 4 Sections, 5 Rows x 15' long

Pine Forest MS, Baseball – Aluminum 4 Sections, 5 Rows x 15' long

Pine Forest MS, Main Gym – Plastic 10 Sections, 5 Rows Powered

Pine Forest MS, Softball – Aluminum 3 Sections, 5 Rows x 15' long

Pine Forest MS, Soccer/Football – Aluminum 3 Sections, 10 Rows x 15' long;
Aluminum 1 Section, 5 Rows x 15' long

Max Abbott MS, Football Home – Aluminum 3 Sections, 10 Rows x 15' long

Max Abbott MS, Main Gym – Wood 4 Sections, 12 Rows Powered

Max Abbott MS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long

Max Abbott MS, Softball – Aluminum 1 Section, 10 Rows x 15' long

Seventy-First Classical MS, Main Gym – Plastic 4 Sections, 5 Rows Powered 75'

South View MS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long

South View MS, Main Gym – Wood 10 Sections, 6 Rows Manual

Spring Lake MS, Football Home – Aluminum 3 Sections, 5 Rows x 21' long
Aluminum 1 Section, 5 Rows x 15' long

Spring Lake MS, Football Visitor – Aluminum 2 Sections, 10 Rows x 15' long

Spring Lake MS, Main Gym – Plastic 8 Sections, 6 Rows Powered 83'

Spring Lake MS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 1 Section, 5 Rows x 15' long

Spring Lake MS, Softball – Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 1 Section, 5 Rows x 15' long

Westover MS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long

Westover MS, Main Gym – Wood 10 Sections, 6 Rows Manual

Westover MS, Soccer – Aluminum 1 Section, 5 Rows x 15' long;
Aluminum 1 Section, 5 Rows x 21' long

Westover MS, Portable – Aluminum 1 Section, 5 Rows x 15' long

A.B. Wilkins HS, Soccer – Aluminum 3 Sections, 3 Rows x 21' long

Cape Fear HS, Football Home – Aluminum 1 Section, 15 & 19 Rows x 179' long

Cape Fear HS, Football Visitor – Aluminum 1 Section, 15 Rows x 180' long

Cape Fear HS, Main Gym – Wood 12 Sections, 15 Rows Powered 1868 Estimated

Cape Fear HS, Auxiliary Gym

Cape Fear HS, Baseball – Aluminum 3 Sections, 10 Rows x 30' long:

Cape Fear HS, Softball – Aluminum 2 Sections, 10 Rows x 15' & 30' long;
Aluminum 1 Section, 5 Rows x 15' long; Aluminum 2 Sections, 4 Rows x 21' long

Cape Fear HS, Tennis – Aluminum 1 Section, 4 Rows x 21' long

Douglas Byrd HS, Football Home – Aluminum 1 Section, 20 Rows x 180' long

Douglas Byrd HS, Football Visitor – Aluminum 1 Section, 15 Rows x 180' long

Douglas Byrd HS, Main Gym – Wood 12 Section, 15 Rows Powered 1906 Estimated

Douglas Byrd HS, Auxiliary Gym – Aluminum 3 Sections, 3 Rows x 45' long

Douglas Byrd HS, Baseball – Aluminum 35 Sections, 10 Rows x 15' long
Aluminum 2 Sections, 5 Rows x 15' long

Douglas Byrd HS, Softball – Aluminum 4 Sections, 5 Rows x 15' long

E.E. Smith HS, Football Home – Aluminum 1 Section, 15 Rows x 228' long

E.E. Smith HS, Football Visitor – Aluminum 1 Section, 20 Rows x 162' long

E.E. Smith HS, Main Gym – Wood 11 Sections, 14 Rows, Powered 1923 Estimated

E.E. Smith HS, Auxiliary Gym – Wood 3 Sections, 7 Rows, Manual

E.E. Smith HS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 2 Sections, 5 x 15' long

E.E. Smith HS, Softball – Aluminum 2 Sections, 10 Rows x 15' long

E.E. Smith HS, Tennis – Aluminum 2 Sections, 5 Rows x 15' long

Gray's Creek HS, Football Home – Aluminum 1 Section, 15 Rows x 253' long

Gray's Creek HS, Football Visitor – Aluminum 1 Section, 15 Rows x 253' long

Gray's Creek HS, Main Gym – Plastic 10 Sections, 8 Rows Powered 1168 Estimated

Gray's Creek HS, Auxiliary Gym – Plastic 4 Sections, 3 Rows Manual

Gray's Creek HS, Baseball – Aluminum 3 Sections, 10 Rows x 15' long

Gray's Creek HS, Softball – Aluminum 2 Sections, 10 Rows x 15' long

Jack Britt HS, Football Home – Aluminum 1 Section, 17 Rows x 223' long

Jack Britt HS, Football Visitor – Aluminum 1 Section 15 Rows x 163' long

Jack Britt HS, Main Gym – Plastic 8 Sections, 16 Rows Powered 1922 Estimated

Jack Britt HS, Auxiliary Gym – Plastic 4 Sections, 5 Rows Powered

Jack Britt HS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long;
Aluminum 4 Sections, 5 Rows x 15' long

Jack Britt HS, Softball – Aluminum 5 Sections, 5 Rows x 15' long

Jack Britt HS, Tennis – Aluminum 2 Sections, 5 Rows x 15' long
Massey Hill Classical HS, Main Gym – Plastic 6 Sections, 7 Rows Manual
Pine Forest HS, Football Home – Aluminum 1 Section, 20 Rows x 180' long
Pine Forest HS, Football Visitor – Aluminum 1 Section, 15 Rows x 180' long
Pine Forest HS, Main Gym – Wood 12 Sections, 15 Rows Powered 1912 Estimated
Pine Forest HS, Auxiliary Gym – Aluminum 1 Section, 5 Rows x 90' long
Pine Forest HS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long
Pine Forest HS, Softball – Aluminum 2 Sections, 5 Rows x 21' long
Pine Forest HS, Soccer – Aluminum 2 Sections, 10 Rows x 15' & 30' long
Reid Ross Classical, Football Home – Aluminum 1 Section, 20 Rows x 138' long
Reid Ross Classical, Football Visitor - Aluminum 1 Section, 15 Rows x 180' long
Reid Ross Classical, Main Gym – Plastic 8 Sections, 13 Rows Powered 1514 Estimate
Reid Ross Classical, Baseball – Aluminum 4 Sections, 5 Rows x 15' long
Reid Ross Classical, Tennis – Aluminum 1 Section, 5 Rows x 15' long
Reid Ross Classical, Soccer – Aluminum 1 Section, 6 Rows x 15' long
 Aluminum 3 Sections, 5 Rows x 15' long
Seventy-First HS, Football Home – Aluminum 1 Section, 15 Rows x 180' long
Seventy-First HS, Football Visitor – Aluminum 1 Section, 15 Rows x 180' long
Seventy-First HS, Main Gym – Plastic 10 Sections, 15 Rows Powered 96'
Seventy-First HS, Auxiliary Gym
Seventy-First HS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long
Seventy-First HS, Softball – Aluminum 3 Sections, 5 Rows x 15' long
Seventy-First HS, Tennis – Aluminum 2 Sections, 5 Rows x 15' long
South View HS, Football Home – Aluminum 1 Section, 20 Rows, 180' long
South View HS, Football Visitor – Aluminum 1 Section, 15 Rows, 180' long
South View HS, Main Gym - Wood 12 Sections, 15 Rows Powered 1890 Estimated
South View HS, Auxiliary Gym – Plastic 5 Sections, 5 Rows, Manual
South View HS, Baseball – Aluminum 2 Sections, 15 Rows x 45' long
 Aluminum 3 Sections, 10 Rows x 15' long
South View HS, Softball – Aluminum 2 Sections, 5 Rows x 14' long;
 Aluminum 1 Section, 5 Rows x 12.7' long
South View HS, Soccer – Aluminum 2 Sections, 5 Rows x 15' long
Terry Sanford HS, Football Home – Aluminum 1 Section, 20 Rows x 198' long
Terry Sanford HS, Football Visitor – Aluminum 1 Section, 15 Rows x 208' long
Terry Sanford HS, Main Gym – Wood 10 Sections, 13 & 14 Rows Powered 1561 Est.
Terry Sanford HS, Auxiliary Gym – Aluminum 2 Sections, 3 Rows x 21' long
Terry Sanford HS, Baseball – Aluminum 6 Sections, 3, 5, & 10 Rows x 15' & 21' long
Terry Sanford HS, Softball – Aluminum 3 Sections, 4 & 5 Rows x 15' long
Terry Sanford HS, Tennis – Aluminum 2 Sections, 10 Rows x 15' long
Westover HS, Football Home – Aluminum 1 Section, 20 Rows x 180' long
Westover HS, Football Visitor – Aluminum 1 Section, 15 Rows x 180' long
Westover HS, Main Gym – Wood 12 Sections, 13 Rows Powered 1920 Estimated
Westover HS, Auxiliary Gym – Aluminum 3 Sections, 3 Rows x 15' long
Westover HS, Baseball – Aluminum 2 Sections, 10 Rows x 15' long
Westover HS, Tennis – Aluminum 1 Section, 10 Rows x 15' long
Howard Learning Academy, Baseball – Aluminum 2 Sections, 4 Rows x 21' long

GENERAL

This specification is to perform preventative spectator seating maintenance. **Visual inspections are not acceptable.** Cumberland County Schools intends to hire a sole contractor for said maintenance to keep the spectator seating in proper working condition using only the materials of the spectator seating along with all tools and labor associated with that maintenance. This inspection shall follow the NFPA 102, ICC-300 2012, the scope below and any other applicable local codes. Repairs for all items not listed in the General Conditions Report are included in the base bid for inspections. This includes but is not limited to springs, clips, hardware, industrial zip ties, screws, bolts, and row locks. The labor for tightening and repair of the aforementioned items is also included in the base bid for inspections.

Items to be Inspected

1. Bleacher Understructure, Decking and Seating

- A. Inspect for proper alignment and plumb of deck uprights, and wheel channels.
- B. Ensure proper lift in decking cantilevers.
- C. Inspect cantilevers and deck supports for stress fractures.
 - a. List all stress fractures and action needed/taken to repair on General Conditions Report
- D. Ensure all row locks are installed and inspect for proper operation.
- E. Ensure all wheels and axles are installed with retaining clips and properly lubricated.
- F. Tighten all rear riser, nose beam, seat brackets/supports and cross bracing.
- G. Plumb and tighten all outriggers, plywood and end panels (if applicable)
- H. Reattach and tighten any loose seat end caps and nose beams. If any are missing, list them on the General Conditions Report.
- I. Ensure proper hardware is installed on wood seat boards, riser boards, footboards and skirt boards (if applicable).
 - a. List all damaged or broken boards on General Conditions Report (A damaged board is one that has a split 18" or longer and/or has a broken edge possible of injuring patrons).
- J. Tighten all seat modules (if applicable).
 - a. List all broken, cracked or missing seat modules on General Conditions Report
- K. Tighten all loose hardware and replace with factory equivalent.
- L. Ensure bleachers are attached to the floor and/or wall and fastened securely.
- M. Lubricate all moving parts with drip-less white lithium grease.
- N. List any broken components (which would need welding) on the General Conditions Report.

- O. Remove all trash and debris from underside of bleachers. Space to be left broom clean.
- P. List seats that need to be replaced on General Conditions Report as needed per customer location.

2. Bleacher Railing

- A. Tighten and adjust all safety end rails to OEM specifications.
- B. Inspect rails for compliance with current NFPA 102 and ICC-300 2012 codes. List any code issues on the General Conditions Report.
- C. Tighten and adjust all front rails, aisle rails, aisle rail sockets, rear rails. List any broken components (which need welding) to ensure structural integrity on the General Conditions Report. Replace missing set screws and/or mounting bolts (if applicable).
- D. List rails needing replacement as needed per customer location on the General Conditions report.

3. Bleacher Electrical Components

- A. Ensure all wiring harnesses are attached properly and re-harness with industrial zip ties.
- B. Inspect amperage and voltage at all disconnect switches and junction boxes. List any repairs that are needed on the General Conditions Report.
- C. Inspect for proper amperage and voltage at all motors and fuses and faulty or missing fuses per OEM standards. List any repairs that are needed on the General Conditions Report.
- D. Confirm that all motors are in working condition and tracking correctly
- E. Adjust all friction drive wheels and drive chains to proper tensioning.
- F. Adjust all friction drive chains to OEM standard tension.
- F. Adjust each motor for correct down pressure to track properly without assistance.
- G. If the Power System needs replacement, it should be listed on the General Conditions Report.

4. Fixed Outdoor Seating

- A. Tighten all seat planks and clips. Replace clips where missing or damaged.
 - a. Report all broken or missing seat plank on General Conditions Report
- B. Tighten all seat back brackets and clips. Replace clips where missing or damaged.
 - a. Report all damaged or broken boards on General Conditions Report
- C. Tighten all hardware and replace with factory equivalent.
- D. Tighten/attach all understructure to concrete slab.
- E. List any seats that need to be replaced on the General Conditions Report.

5. Fixed Indoor Seating (if applicable)

- A. Tighten all seat stations to floor.

- B. Lubricate all moving parts with drip-less white lithium grease.
- C. Tighten all seat pans and dog ears. Replace missing hardware with factory equivalent.
- D. Tighten all seat backs to stanchions. Replace clips where missing or damaged.
 - a) Report all damaged or broken boards on General Conditions Report
- E. Tighten all seat pans. Replace clips where missing or damaged.
 - a) Report all broken or missing seat plank on General Conditions Report
- F. Ensure all seat pans recoil to proper position. Replace springs with factory equivalent.
- G. Inspect for broken components (which would require welding). List on General Conditions Report.
- H. List any seats that need to be replaced on the General Conditions Report.

6. Signoff and Cleanup

- A. Contractor should protect flooring throughout the spectator seating maintenance leaving it broom swept and in the condition prior to maintenance.
- B. Should the contractor find flaws in the flooring, they must be reported to the OWNER before performing the maintenance on the spectator seating.
- C. After completion contractor must show designated individual at the facility the proper operation of the spectator seating and leave the spectator seating in the closed position upon departure.
- D. Said designated individual shall be responsible for signing off on project before contractor's departure. By signing the completion report the OWNER acknowledges that the spectator seating was in proper working condition upon the contractor's departure.

Report

1. A formal written report, including an itemized quote for recommended repairs (General Conditions Report) shall be submitted to the CCS Project Manager upon completion of inspections and routine maintenance and repairs.
2. Bleacher inspection reports shall indicate all items listed below and those applicable items have been checked and/or repaired
 - a. Name of Contractor
 - b. Name of Bleacher Inspector
 - c. Date of Service
 - d. Name of Bleacher Manufacturer
 - e. Age of Equipment
 - f. Type of Operation, Manual or Electric
 - g. Aisleways Included, Yes or No
 - h. End rail type, Drop In or Fixed

- i. Hand Rail Designed to reject 4" sphere, Yes or No
- j. Handicap Accessible, Yes or No
- k. Safe for Continued Use, Yes or No
- l. Bleacher Height/Rows High
- m. Bleacher Section Lengths
- n. Bleacher Seat Color
- o. Plastic Seating, Yes or No, provide info on what is to be repaired or replaced.
- p. Provide pictures of bleachers
- q. Provide clear pictures of broken or missing parts
- r. Provide a list of locations of all damaged parts

Repairs Listed in the General Conditions Report

The General Conditions Report should list each item in need of repair, and the cost to repair the item. The price must adhere to the rate quoted on the bid form.

Contract Renewal

1. This Contract will allow for renewal from year to year for a period of four (4) years with an inflation cost agreeable to both parties but not more than the annual increase in the consumer price cost index for service.
2. The Owner reserves the right to renew this contract in subsequent years by May 1st.
3. The Contractor must withdraw the quote 30 days prior to May 1st if the service cannot be provided by the cited costs.

CUMBERLAND COUNTY BOARD OF EDUCATION
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: _____
Dr. Marvin Connelly, Jr.

Title: _____

Title: _____
Superintendent/Secretary to the BOE

Date: _____

Date: _____

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

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	
INSURED	INSURER A:	Insurance Company Name (not parent company)
	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 (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						PRODUCTS - COM/PO/AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input 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						UM/UM* \$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$
A	UMBRELLA LIAB						AGGREGATE \$
	EXCESS LIAB						
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED. RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Abuse/Molestation Liability						

DESCRIPTION OF OPERATIONS / LOCATIONS / 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.
 If box is checked "Yes": you must list who has been excluded as owner/proprietor/partner/executive/member
 "UM/UM" limits must be shown on the certificate.

CERTIFICATE HOLDER	CANCELLATION
Cumberland County Board of Education Attn: Joe Desormeaux, Assoc. Superintendent, Aux. Svcs. 2465 Gillespie Street, Fayetteville, NC 28306	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

Sample GL Additional Insured Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center;">SAMPLE</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

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

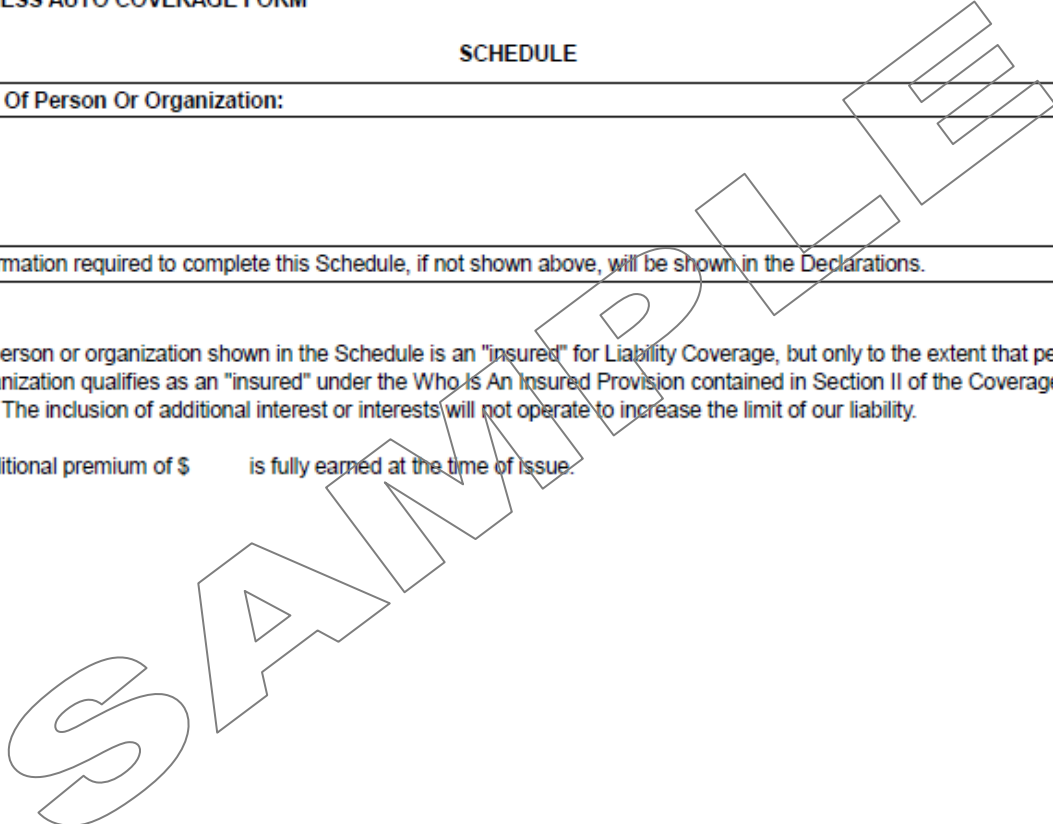
Name Of Person Or Organization:

--

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 _____

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

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black (**B**), Hispanic (**H**), Asian American (**AA**), American Indian (**AI**), White Female (**F**), Socially and Economically Disadvantaged (**SED**), Disabled (**D**)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) _____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

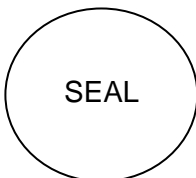
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

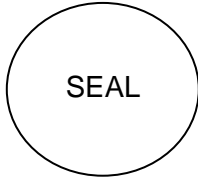
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

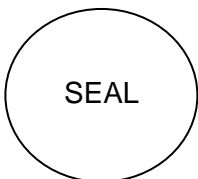
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

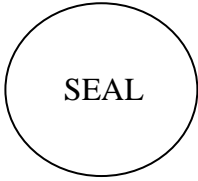
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____