

**MAIN GYM BLEACHER
REPLACEMENT AT
DOUGLAS BYRD HIGH SCHOOL**

**FAYETTEVILLE,
NORTH CAROLINA**

FOR THE

**CUMBERLAND COUNTY
BOARD OF EDUCATION**

September 15, 2023

DEANNA JONES, CHAIR

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GREG WEST

JACQUELYN BROWN
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SUSAN WILLIAMS

DR. MARVIN CONNELLY JR.
SUPERINTENDENT

**INFORMAL CONTRACT
FOR
CUMBERLAND COUNTY BOARD OF EDUCATION
PLANT OPERATIONS
810 GILLESPIE STREET
FAYETTEVILLE, NORTH CAROLINA 28306
(910) 678-2565, (910) 678-2642 FAX**

SCOPE OF WORK

MAIN GYM BLEACHER REPLACEMENT

The Contractor shall provide the materials and labor for the Main Gym Bleacher Replacement at Douglas Byrd High School. Acceptable Manufacturer – Sheridan Seating, Inc.

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

Blane Hunt
Planning and Construction Coordinator
Cumberland County Board of Education
810 Gillespie Street
Fayetteville, N.C. 28306
(910) 678-2557, Fax (910) 678-7043, Cell (910) 551-4465

up to **11:00am September 28, 2023** and immediately thereafter publicly opened and read aloud.

There will not be a Pre-Bid Conference for the project. The Contractor may visit the project site on their own, just check in at the main office first.

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 2nd day of October in the year of 2023 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 Bleacher Replacement at Douglas Byrd High School

Dated: September 15, 2023 and the following addenda:

Addendum No. 1 Dated _____, Addendum No. 2 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: **90** 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 (\$250.00)** 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 _____
Name, Title

CONTRACTOR _____ DATE _____
Dr. Marvin Connelly, Superintendent

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: 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 Blane Hunt 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.

It 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.

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.

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.

Sex Offender Registries; Ban on Direct Interaction with Children. Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include: (1) delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted personnel of Contractor registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, "Registered Sex Offenders."

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.

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

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

It is the Owner's intent to make a recommendation regarding award of this Contract by **September 29, 2023**. Notice of Intent to Award will be prepared and conveyed to the Contractor immediately. By **October 2, 2023** prepared Contracts will be conveyed to the Contractor along with Notice to Proceed. The Notice to Proceed will set no later than **May 27, 2024** 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 **August 16, 2024**. Final Completion shall be no later than **August 24, 2024**.

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 7:30 am – 5:30 pm Monday – Thursday and Closed on Friday. The Schools will be made available of Fridays 8:00 am – 4:00 pm. 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 **May 27, 2024** and shall substantially complete all work hereunder by **August 16, 2024**. For each day in excess of the final completion date, the Contractor shall pay to the Owner **Two Hundred Fifty Dollars (\$250.00)** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

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

UTILITIES

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

SECURITY

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

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

MISCELLANEOUS

The Contractor shall include a miscellaneous allowance of **\$5,000.00** in the base bid.

SCOPE OF WORK

The Contractor shall provide the materials and labor for the Main Gym Bleacher Replacement at Douglas Byrd High School. Acceptable Manufacturer – Sheridan Seating, Inc.

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/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.)
INSURED	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Insurance Company Name (not parent company)	NAIC #
	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 SUBR INSR. NO.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					SAVINGS 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"/> PRO- <input type="checkbox"/> LOC					PRODUCTS - COMPO ACQ \$ 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 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					UM/UIM * \$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY					<input checked="" type="checkbox"/> WC START-UP LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NC)					EL EACH ACCIDENT \$ 1,000,000
	*Yes, describe under "DESCRIPTION OF OPERATIONS BELOW"					EL DISEASE - EA EMPLOYER \$ 1,000,000
						EL DISEASE - POLICY LIMIT \$ 1,000,000
A						

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/UIM" 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

ACORD 25 (2010/05)

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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

[illegible]

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.

MISCELLANEOUS SPECIALTY ITEMS

PART 1 – ALLOWANCE

1.00 MISCELLANEOUS ALLOWANCE:

- A. General: The Contractor shall provide in the base bid a miscellaneous allowance. Contractor's profit and overhead shall be included in base bid and is not included in this allowance. Unused portion of allowance will be returned to the Owner at the end of the job by change order (See Supplementary General Conditions).
- B. Scope: To be used for miscellaneous items as directed by the Owner. Written approval on Cumberland County Schools Change Order/Allowance Form is required prior to any allowance reduction.
- C. Amount of Miscellaneous Allowance: \$5,000.00

END OF SECTION

BID FORM

Main Gym Bleacher Replacement at 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 **Bleacher 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 Bleacher Replacement at Douglas Byrd High School

Installation and sales taxes are included.

TOTAL Base Bid _____
_____ Dollars (\$) _____

TOTAL Alternate No. 1 Bid _____
Provide 20 Additional Seat Modules and 10 End Caps
_____ Dollars (\$) _____

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

**Non-minority, Black, Hispanic, Asian/American, White Female, American Indian, 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 Bleacher Replacement at
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 _____, 2023.

(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 _____

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

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

MBForms 2002-R

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 pre-bid 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 North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**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 _____

(Name of Project) contract.

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 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 North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

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 minority businesses as defined in GS143-128.2(g) 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 ID# _____ (Project Name) 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	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)

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 North Carolina, 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 minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of: _____
(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	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**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- 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.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- 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.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster.
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- 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.

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

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

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT****

A colorful illustration of a school scene. On the left is a brick school building with a sign that says 'SCHOOL'. In the center is a red school bus. On the right is a green garage. The background features green trees and a blue sky with a few clouds.

SCHOOL _____
PROJECT _____
CONTRACTOR _____
NOTICE TO PROCEED DATE _____
MOBILIZATION DATE _____

[illegible]

Form LOG99-00

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 7% of line 1			
Direct Labor			
Insurance, Taxes, Benefits, Etc.			
Rental/Owned Equipment			
Sales Tax on Rental Equipment 7%			
SUBTOTAL (add lines 1-7)			

SUB-CONTRACTOR'S WORK	Debit	Credit	TOTAL
Direct Materials			
Sales Tax on Materials 7% of line 1			
Direct Labor			
Insurance, Taxes, Benefits, Etc.			
Rental/Owned Equipment			
Sales Tax on Rental Equipment 7%			
SUBTOTAL (add lines 1-7)			
Profit and Overhead 10%			
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 (not on allowance)			
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.

[illegible]

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:

E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

<p>A Owner, Lessee/Tenant, or Real Property Contractor</p> <p>CUMBERLAND COUNTY BOARD OF EDUCATION</p> <p>Address</p> <p>P.O. BOX 2357</p> <p>City State Zip Code</p> <p>FAYETTEVILLE NC 28306</p>	<p>B Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
--	--

Describe capital improvement to be performed:

MAIN GYM BLEACHER REPLACEMENT

Project Name

MAIN GYM BLEACHER REPLACEMENT AT DOUGLAS BYRD HIGH SCHOOL

Project Address (where the work is to be performed)

1624 IRELAND DR.

City

FAYETTEVILLE

State

Zip Code

NC

28306

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section to execute a blanket affidavit for capital improvements.)

<p>C Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p>D Real Property Contractor or Subcontractor <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
--	---

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is **not an affidavit of tax paid** on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof.

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof.

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.



**Project: Main Gym Bleacher Replacement at
Douglas Byrd High School**

Date: September 15, 2023

**Owner: Cumberland County Schools
801 Gillespie Street
Fayetteville, N.C. 28306**

**Bid Date: September 28, 2023
Time: 11:00 am**

GENERAL REQUIREMENTS

1. The Contractor is required to obtain permits from the city of Fayetteville (bleacher installation permit and electrical permit by the electrical subcontractor). Product data and shop drawings must be submitted with the application for permit. Permit cost is to be paid by the Contractor then reimbursed by the Owner once a copy of the permit and the receipt has been submitted. The amount may be included on the first application for payment.
2. No Substitution of material or Product will be allowed on this project.
3. Review the time of completion in the Supplement General Conditions. The 90 consecutive calendar days was based on our traditional 10-month calendar. The final completion is a target date for completion; the Owner will work with the Contractor once lead times are confirmed.
4. The Contractor is to include demolition of the existing bleacher system. All the existing boards (risers, seats and maybe floor boards) are to be turned over to the Owner with all hardware removed. They are to be neatly stacked at the location shown on the plan. All other items are to be removed and placed in the Contractor's provided dumpster.
5. Bleachers are to be equipped with limit switches.
6. End rails and end curtains are required on both ends.
7. Under Alternate No. 1 the Contractor is to provide twenty (20) extra seats and 10 end caps (5 – left / 5 - right) (for this school) to remain in boxes for storage; Owner will pick up from school.
8. The Contractor is to include one scorer's table, on the top roll center for this school.
9. The Contractor is to include two controllers for this school.

10. The aisle locations shall be placed to avoid the existing fixed basketball goals due to head clearance.
11. The Contractor is to provide a 20-year warranty on the understructure.
12. The Owner has provided disconnects at each side of the gym, they are existing. The Electrical Subcontractor shall connect to these disconnects and install any junction boxes required.
13. Carflex tubing shall be used for all wiring to include from the motors to the control box, from the control box to the junction box(s). Rigid conduit may be used from the junction box(s) to the Owner provided disconnect. All wiring shall be secured to bleachers and walls using two-hole straps.
14. The electrical subcontractor must have a North Carolina license and obtain the electrical permit for this school. All electrical wiring is to be per the electrical code requirement.

TELESCOPIC BLEACHER SPECIFICATIONS

PART 1 GENERAL

1.1 Description

A. Scope

1. Seating systems comprised of multi-tiered rows of seats, deck components and risers on interconnected, retractable, supporting structure. Telescopic seating operation shall be by means of manual or electric operation. Telescopic seating system shall be wall attached (typically), recessed, telescoping or portable. System shall be floor attached where reverse folding.

B. Manufacturer's Design Criteria

1. Gymnasium seat assembly is designed to support, in addition to its own weight, a live load in excess of 120 lbs. per linear foot or 100 lbs. per square foot (whichever affect is greater), front to rear sway in excess of 10 lbs. per linear foot and a parallel sway load in excess of 24 lbs. per linear foot of row.
2. Guard railings are engineered to withstand a load of 200 lbs. per foot at top rail and an intermediate load of 150 lbs. per foot.
3. Steel structure must be free standing when installed and include 4 steel columns per row, per section. Those manufacturers which only include 2 columns per row and section and/or **slanted/angled columns** are not acceptable.
4. Steel columns must be fabricated from structural high tensile steel tubing; minimum size of tubing will be 1 ½" x 3" x 10ga. Those manufacturers providing formed steel or angle iron columns in place of structural tubing are not acceptable. Maximum spacing between columns shall be 11'-6".
5. **Last Row columns shall be no more than 40" from end of bleacher decking, nosing and riser.**
6. Two row locks per row, per bleacher section manufactured from ¼" hot rolled steel to prevent racking of bleachers as they are retracting are required.
7. **Footboards shall be produced from ¾" plywood with top facing. Voids or boat patching on top facing is not acceptable. Top facing shall receive 3 coats of colored, opaque, catalyzed epoxy coating.**
8. Aluminum trim shall be installed on all exposed edges. Extruded aluminum joiners shall be placed between adjacent footboards.
9. Molded seats shall be one-piece, 18" wide of high-density polyethylene structural foam with full perimeter interlock and concealed mounting hardware. End caps shall be provided at all ends, aisle ways and ADA locations. Colors are bright without excessive streaking.

"Waterfall" coloring will not be acceptable. Indents for numbers and letters shall be standard.

10. No less than **4" diameter x 1 1/4"** soft faced, non-marking rubber wheels to support understructure system shall be provided with sintered metal bearings and clips for easy replacement.
11. Nose beam shall be formed from 14ga. minimum galvanized steel. Steel shall have G90 galvanized coating or better. These will encapsulate 3/4" plywood decks.
12. Rear riser shall be formed from 14ga. minimum galvanized steel. Steel shall have G90 galvanized coating or better.
13. Handicap seating provisions: Provide recoverable first tier cutouts as required by ADA. Include manufacturer's standard front guardrail and closure panel below. Shop drawings will reflect locations.

1.2 Quality Assurance

A. Acceptable Manufacturer: Sheridan Seating Inc.

1. The manufacturer shall be a firm experienced in the manufacturing of telescoping bleacher seating systems.
2. The telescopic seating system specified herein shall comply with the International Building Code 2018 Edition, NFPA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures 2016 Edition; and specifically, with Chapter 5, Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having such jurisdiction.
3. The telescopic seating system manufacturer shall employ a registered, professional engineer to certify that equipment to be supplied meets and/or exceeds the design criteria of these specifications.
4. The telescopic seating system manufacturer shall have all welding done in a CWB/AWB certified shop.
5. It will be the responsibility of the bidder to furnish with his bid a list clarifying any deviation from these specifications, written or implied.

B. Acceptable Installer

1. Installers to be recognized, trained, and certified by the telescoping bleacher seating manufacturer.

1.3 Submittals

A. Submit two (2) copies of each of the following:

2. Manufacturer's shop drawings
3. Manufacturer's standard 1-year warranty and limited 20-year warranty
4. Manufacturer's Operation and Maintenance instructions

B. Submit seating and deck samples, as required.

1.4 Warranty

- A. Submit manufacturers standard warranty form for Telescopic seating systems.
1. The manufacturer shall guarantee all work performed under these specifications to be free from defects for a period of one (1) full year.
 2. Replacement structural steel components, nuts, bolts, axles, and wheels as necessary to maintain the integrity of the original installation, will be provided at no charge for a period of twenty (20) years.
 3. The guarantee shall be limited to the fair use of the Telescopic Seating System and shall not include acts of vandalism, fire, flood or other situations that do not fall into the general use requirements of the bleachers.
 4. A yearly inspection and required maintenance must be performed to maintain the extended 20-year warranty.

PART 2 PRODUCT

2.1 Manufacturers

- A. The basis of design for the gymnasium seating shown on the plans and detailed in these specifications is by Sheridan Gymnasium Equipment Limited. Any deviation from this specification is unacceptable.
1. Model: M200 Molded Seats
 2. Aisle Type: Foot level Aisles with center aisle railings with curved top rail terminations.
 3. End rails: Typical self-storing ready rails.
 4. Operation: Integrally powered friction electric operation
 5. Product Requirements:
 - a. System to be wall attached.
 - b. Bank A Length shall be as required by drawings
 - c. Bank B Length shall be as required by drawings
 - d. Number of Rows as required by drawings
 - e. Row rise: 10" as required by drawings
 - f. Row spacing: 22" as required by drawings
 6. Accessories:
 - a. Handicap seating provisions: Provide first tier handicap cutouts to comply with American Disabilities Act (ADA). All handicap cutouts shall have required railings. Center cutouts will be recoverable.
 - b. Scorer's table 15" X 96". Table shall be self-supporting and portable to be used anywhere within the bleacher system or on the gymnasium floor.

- c. End railings shall be designed to withstand the following horizontal forces applied separately:
- A concentrated load of 200 lb applied at any point and in any direction along the top railing member
 - A uniform load of 50lb/ft applied vertically downward at the top of the guardrail

Rails shall be permanently mounted to the bleachers and automatically extend and stack with the bleachers when the bleachers are operated. The top rail shall have a design angle of 78 degrees outward from vertical to allow the end rail system to automatically extend and stack with bleachers.

Intermediate self-storing end railings shall be 51 inches high when mounted to the deck board. Rail mount should be one-piece which will sandwich the deck board. The rail shall be 36 inches high when measured vertically from center of seat or seat board surface. The end rail shall be 20 inches wide. The vertical members of the guardrail shall be made from one-inch square, 14-ga. tubular steel with mandrel formed radius edges. The stiffener bracket shall be of formed steel to withstand the required impact loads and the steel tubes shall be welded with full perimeter fillet welds on all four sides.

Each end rail shall be reinforced by a stiffener bracket clamped to the rail at seat board level and attached to the bleacher seat board with three (3) 2 - 1/4" elevator bolts. The bracket shall be 1/8" thick by 1" wide with a saddle clamp welded to one end to clamp a vertical structural member. The clamp shall be fastened to the vertical member with two 1/4" hex head bolts. All attaching hardware shall be zinc plated.

Top row end rails shall attach to the last intermediate end rail with two clamps on the adjoining vertical members and a stiffener bracket clamped to the rail at seat board level and attached to the bleacher seat board with three (3) 2 - 1/4" elevator bolts. The top row rail shall be 9 inches wide. The vertical members of the guardrail shall be made from one-inch square, 14-ga. tubular steel with mandrel formed radius edges.

The five vertical structural members of the end rail shall be spaced so that the vertical openings between the members shall be such as to prevent passage of a 4-inch diameter sphere.

Vertical structural members shall be 14 gage tubular steel. **Angle steel and/or round tubular steel is unacceptable.**

End rail and bracket finish shall be a specially formulated epoxy powder coated surface that is resistant to rust, scratching, peeling and abrasions. Color choice shall be recommended by the contractor and selected by the respective school principal.

End rails are to be self-storing, nesting inside each other while bleachers open/close, without any action by the operator.

- d. Obstructions: Note any obstructions (columns, drainage pipes, overhead ducts, etc.) on final shop drawings.
- e. Self-storing "P" aisle rails shall be permanently mounted to the bleacher by a single pedestal mount with a minimum height of 34" high. Handrails shall be attached to a socket which shall rotate 90° for easy storage in socket. **Aisle handrails that are detached from the socket, removed from the mounting bracket, or designed to lay down in the socket for storage are unacceptable. Spring loaded rails sockets for storage are unacceptable.** Aisle rails are to mount to bleacher in at least 2 locations, including foot/deck board and riser/nose beam. Railings, posts, and sockets designed to withstand the following horizontal forces applied separately:
 - A concentrated load of 200 lb applied at any point and in any direction along the top railing member
 - A uniform load of 50lb/ft applied vertically downward at the top of the guardrail
- f. Rail and bracket finish shall be a specially formulated epoxy powder coated surface that is resistant to rust, scratching, peeling and abrasions. Color choice shall be recommended by the contractor and selected by the school representative.
- g. Safety End Closures on all open ends of bleachers. Manufactured out of 18oz. vinyl coated polyester fabric.
 - High tensile strength
 - Puncture resistance
 - Mildew resistant
 - Water proof
 - Fire resistant
 - Attaches to angle secured to back wall, and bleachers via concealed steel chain to prevent access to underside of bleachers. Color to be chosen by owner.
- ~~h. Access Panels (Hatchways): Provides maintenance access to the understructure, for wall to wall applications, at the fourth or fifth tier.~~
- ~~i. Media Platform, Semi Permanent: One 4' X 8'~~
 - ~~• Semi Permanent: 4' x 4' or 4' x 8' wall attached sections that remain in place while bleacher is in the closed position. Semi Permanent sections can be ganged together to create larger media platform.~~
 - ~~• Footboards shall be 3/4' plywood with top facing. All surfaces shall be thoroughly sealed. Top facing shall receive three coats of colored, opaque, catalyzed epoxy coating. Aluminum trim shall be installed on exposed edges. The use of 1/2" or 5/8" footboards are unacceptable.~~
 - ~~• Safety rails are included.~~
 - ~~• Panel Enclosures are required at each end of platform.~~

2.2 Fabrication

A. Understructure System

1. Structural high-tensile steel columns fabricated from minimum size 1 ½" x 3" x 10ga. structural tubing.
2. Bracing: 1 ½" square, structural tubing
3. Row Locks: Provide two per each row, per bleacher section made of ¼" plate, hot rolled steel.
4. Wheels shall be 4" diameter x 1 ¼" width.
5. Maximum spacing between columns shall be 11'-6"
6. Last Row columns shall be no more than 40" from end of bleacher decking, nosing and riser.
7. Finish: Provide manufacturers black, semi-gloss, machinery enamel
8. Slanted/angled column system is unacceptable.

B. Deck System

1. Footboards shall be ¾" plywood with top facing. All surfaces shall be thoroughly sealed. Top facing shall receive three coats of colored, opaque, catalyzed epoxy coating. Aluminum trim shall be installed on exposed edges. Adjacent foot boards shall be joined by means of extruded aluminum joiner beam sized for ¾" footboards. **The use of 1/2" or 5/8" footboards are unacceptable.**
2. Provide thru-bolt fastening through galvanized steel riser beams at locations of splices in rear riser. Front deck connection shall be provided using front steel nose beams.

C. Decking and Riser Supports

1. Decking and riser supports shall form rigid closed deck structure. Tapered deck stiffeners shall be bolted through the front and back.

D. Seat System

1. Molded Structural Foam: Provide one-piece, high density structural polyethylene foam. Scuff resistant, textured solid color with anatomically correct tops. Color(s) for the seat modules shall be determined by the Owner from the submitted color charts. Contrasting color effects can be created with custom colors.

E. Additional Hardware

1. Provide additional lift board hinge supports at board splices.

F. Electrical System

1. Friction Drive System: A series of electric drives are located under the first row in sufficient quantities as located on drawings. Each tractor drive shall consist of two 12" wide x 6" diameter cylinder wheels covered with a specially formulate white 60 durometer soft-faced rubber grooved for positive grip and low wear while reducing stress on floor.

2. The tractor is operated by a minimum 1/3 HP gear reduction motor built into a height adjustable steel framework and containing additional weight plates for added traction where necessary. These drives operate from one central control box and a single plug-in, hand-held, low-voltage remote pendant controller which has, in addition to an in-and-out button, a left and a right jog button used to always allow for straight and true steering (steering provided where required). The standard system operates with **1 phase, 120 volt**.

PART 3 EXECUTION

3.1 General

- A. Manufacturer's representative or bleacher system installer shall demonstrate the proper method of operation of the bleacher system to the Owner and Architect upon completion of the work.
- B. Telescopic Seating Subcontractor shall verify that all areas are free of impediments interfering with the installation and that substrates are acceptable to receive seating in accordance with the manufacturer's recommendations.
- C. Electrical wiring within the building as required for power operation of the bleachers shall be provided to the disconnect by the Owner.

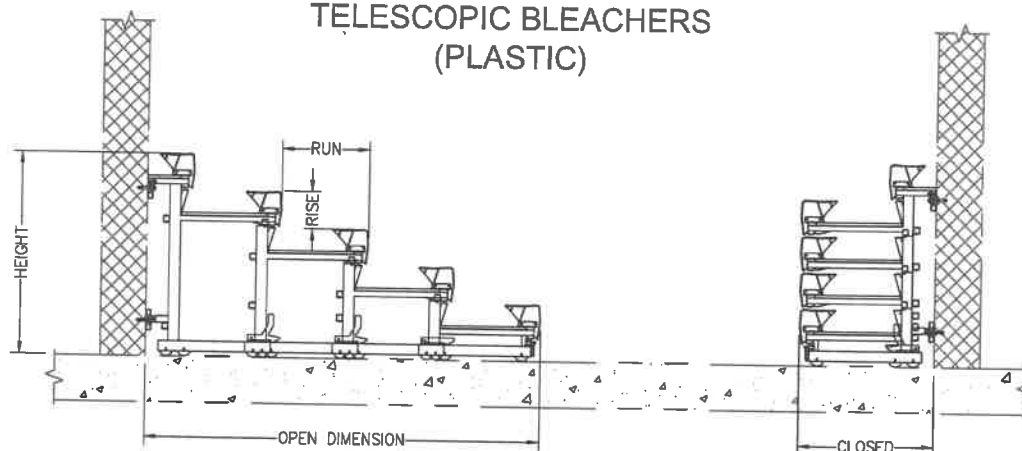
3.2 Installation

- D. Seating shall be installed in accordance with the manufacturer's instructions and final shop drawings. Telescopic Seating Subcontractor will install all accessories, anchors, inserts and other items for installation of seating and for permanent attachment to adjoining construction.
- E. Adjustment and Cleaning: Upon completion of installation, Telescopic Seating Subcontractor shall adjust each seating assembly to operate in compliance with manufacturer's recommendations. Telescopic Seating Subcontractor shall clean installed seating on exposed or semi-exposed surfaces and touch-up all exposed finishes.
- F. The manufacturer reserves the right to incorporate design changes and material substitutions as it sees fit to improve the overall product.

END OF SECTION

M200

TELESCOPIC BLEACHERS (PLASTIC)



OPEN DIMENSION					IMPERIAL (METRIC mm)
ROW	22" SPACING	24" SPACING	26" SPACING	33" SPACING	
3	4'-9 1/16" (1449)	5'-1 1/16" (1551)	5'-5 1/16" (1653)	6'-7 1/16" (2008)	
4	6'-7 1/16" (2008)	7'-1 1/16" (2161)	7'-7 1/16" (2313)	9'-4 1/16" (2846)	
5	8'-5 1/16" (2567)	9'-1 1/16" (2770)	9'-9 1/16" (2973)	12'-1 1/16" (3685)	
6	10'-3 1/16" (3126)	11'-1 1/16" (3380)	11'-11 1/16" (3634)	14'-10 1/16" (4523)	
7	12'-1 1/16" (3685)	13'-1 1/16" (3989)	14'-1 1/16" (4294)	17'-7 1/16" (5361)	
8	13'-11 1/16" (4243)	15'-1 1/16" (4599)	16'-3 1/16" (4955)	20'-4 1/16" (6199)	
9	15'-9 1/16" (4802)	17'-1 1/16" (5209)	18'-5 1/16" (5615)	23'-1 1/16" (7037)	
10	17'-7 1/16" (5361)	19'-1 1/16" (5818)	20'-7 1/16" (6275)	25'-10 1/16" (7876)	
11	19'-5 1/16" (5920)	21'-1 1/16" (6428)	22'-9 1/16" (6936)	28'-7 1/16" (8714)	
12	21'-4 1/16" (6504)	23'-2 1/16" (7063)	25'-0 1/16" (7622)	31'-5 1/16" (9577)	
13	23'-2 1/16" (7063)	25'-2 1/16" (7672)	27'-2 1/16" (8282)	34'-2 1/16" (10416)	
14	25'-0 1/16" (7622)	27'-2 1/16" (8283)	29'-4 1/16" (8942)	36'-11 1/16" (11268)	
15	26'-10 1/16" (8180)	29'-2 1/16" (8891)	31'-6 1/16" (9603)	39'-8 1/16" (12092)	

HEIGHT				IMPERIAL (METRIC mm)
ROW	10" RISE	11 5/8" RISE	16" RISE	
3	2'-11 5/8" (905)	3'-4 7/8" (1038)	4'-3 1/8" (1299)	
4	3'-9 5/8" (1159)	4'-4 1/2" (1334)	5'-7 1/8" (1705)	
5	4'-7 5/8" (1413)	5'-4 1/8" (1629)	6'-11 1/8" (2111)	
6	5'-5 5/8" (1667)	6'-3 3/4" (1924)	8'-3 1/8" (2518)	
7	6'-3 5/8" (1921)	7'-3 3/8" (2219)	9'-7 1/8" (2924)	
8	7'-1 5/8" (2175)	8'-3" (2515)	10'-11 1/8" (3331)	
9	7'-11 5/8" (2429)	9'-2 5/8" (2810)	12'-3 1/8" (3737)	
10	8'-9 5/8" (2683)	10'-2 1/4" (3105)	13'-7 1/8" (4143)	
11	9'-7 5/8" (2937)	11'-1 7/8" (3400)	14'-11 1/8" (4550)	
12	10'-5 5/8" (3191)	12'-1 1/2" (3696)	16'-3 1/8" (4956)	
13	11'-3 5/8" (3445)	13'-1 1/8" (3991)	17'-7 1/8" (5363)	
14	12'-1 5/8" (3699)	14'-0 3/4" (4286)	18'-11 1/8" (5769)	
15	12'-11 5/8" (3953)	15'-0 3/8" (4582)	20'-3 1/8" (6175)	

CLOSED DIMENSION					IMPERIAL (METRIC mm)
	22" SPACING	24" SPACING	26" SPACING	33" SPACING	
	2'-11 1/16" (891)	3'-1 1/16" (941)	3'-3 1/16" (992)	3'-10 1/16" (1170)	

NOTE:

OPEN AND CLOSED DIMENSIONS WILL BE AFFECTED BY PILASTERS OR OTHER PROJECTIONS IN THE WALL THAT EXCEED 3". IN THESE CASES, PLEASE CONTACT SHERIDAN FACTORY FOR ACCURATE DIMENSIONS. REVERSE FOLD OR PORTABLE BLEACHERS MAY HAVE SLIGHTLY DIFFERENT OPEN AND CLOSED DIMENSIONS. BLEACHERS EXCEEDING 15 ROWS MAY REQUIRE SPECIAL ENGINEERING. PLEASE CONTACT SHERIDAN FACTORY.

SHERIDAN SEATING INC.

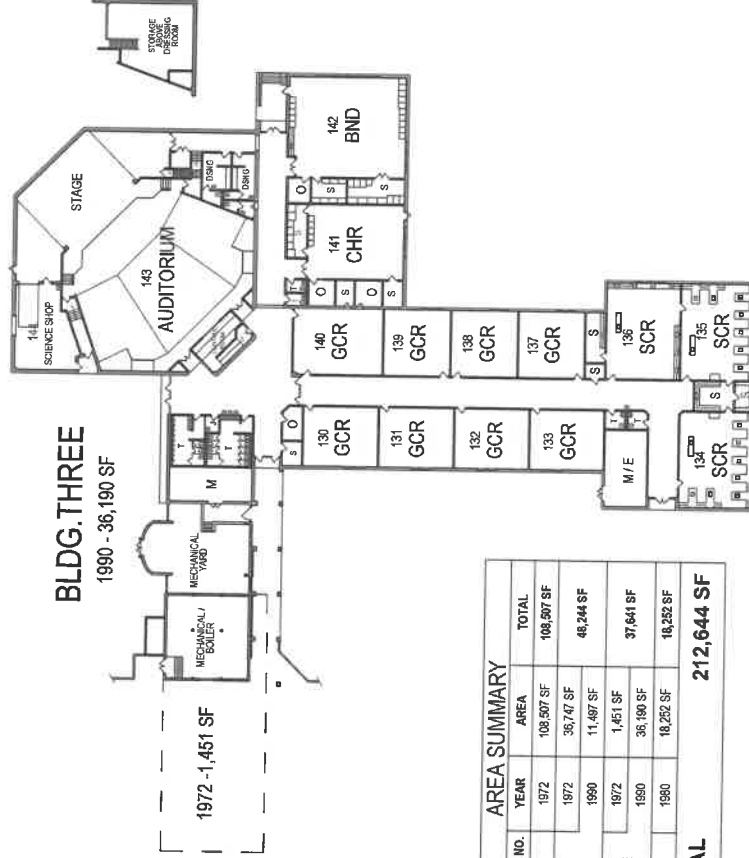
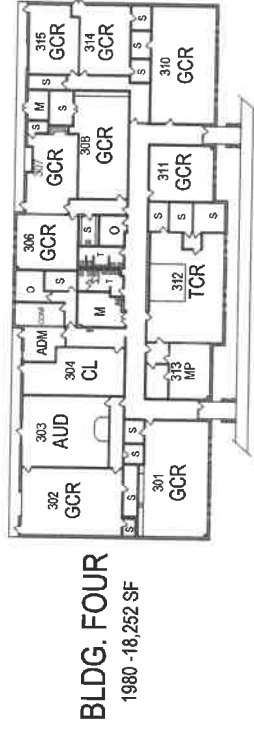
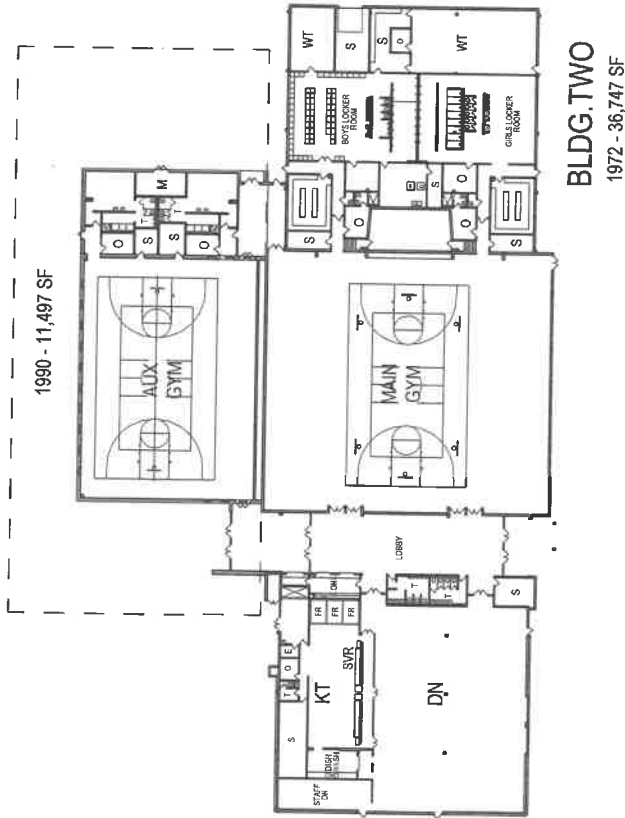
290 West St. S., Orillia, Ontario L3V 5G8
Phone (705) 326-7463 Fax (705) 326-0601
www.sheridanseating.com

TELESCOPIC BLEACHER WARRANTY

Sheridan Seating Inc. ("Sheridan") warrants (the "Customer") that its new Telescopic Bleacher (the "Product") will be free from defects in material and workmanship as per specifications for one (1) year from Substantial Completion under conditions of normal use and maintenance, except as noted below. If such a defect causes failure of the Product or a portion of the Product, Sheridan, at its option, and at its sole discretion, will either repair or replace the defective Product or portion of the Product at no charge to the Customer. Replacement structural steel components, nuts, bolts, axles and wheels, as necessary to maintain the integrity of the original installation, will be provided, at no charge, **for a period of twenty years.** This guarantee is limited to the fair use of our system and does not include vandalism, fire, flood or other situations that do not fall into the general requirements of our bleacher. This guarantee is contingent upon the client arranging an annual maintenance program carried out by a Sheridan certified maintenance company.

This warranty is the Customer's exclusive remedy for product defect and does not apply to Products altered or modified by user or to user-attached accessories.

THERE ARE NO WARRANTIES EXCEPT AS EXPRESSLY STATED ABOVE WHETHER EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SHERIDAN SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE ARISING FROM ANY PRODUCT DEFECT.



AREA SUMMARY			
BUILDING NO.	YEAR	AREA	TOTAL
ONE	1972	108,507 SF	108,507 SF
TWO	1972	36,747 SF	46,244 SF
THREE	1990	11,497 SF	37,641 SF
FOUR	1980	36,190 SF	18,252 SF
TOTAL			212,644 SF

KEY	
ADM	ADMINISTRATIVE SUITE
GUI	GUIDANCE SUITE
GCR	GENERAL CLASSROOM
SCR	SCIENCE CLASSROOM
SCL	SCIENCE LAB
VCR	VOCATIONAL CLASSROOM
VLL	VOCATIONAL TOOL LAB
TCR	TECHNICAL CLASSROOM
CL	COMPUTER LAB
RES	RESOURCE ROOM
CL	CLUB
KT	KITCHEN
DN	DINING/CAFETERIA
SVR	SERVING
GYM	GYMNASIUM
TR	ATHLETIC TRAINING ROOM
WT	WEIGHT ROOM
DNC	DANCE ROOM
AUD	AUDITORIUM
ELEV	ELEVATOR
TOILETS	TOILETS
OFFICE	OFFICE
J	JANITORIAL
S	STORAGE
M	MECHANICAL ROOM
E	ELECTRICAL ROOM
LGE	TEACHER'S LOUNGE
EC	EXCEPTIONAL CHILDREN
RES	RESOURCE ROOM
BED	BEHAVIORAL/EMOTIONALLY DISABLED
ED	EDUCABLE MENTALLY DISABLED
MUS	MUSIC ROOM
ART	ART CLASSROOM
MP	MULTI-PURPOSE ROOM
BND	BAND ROOM
CHR	CHORUS ROOM
HL	HEALTH ROOM
FL	FOREIGN LANGUAGE LAB
CONC	CONCESSION

SCALE

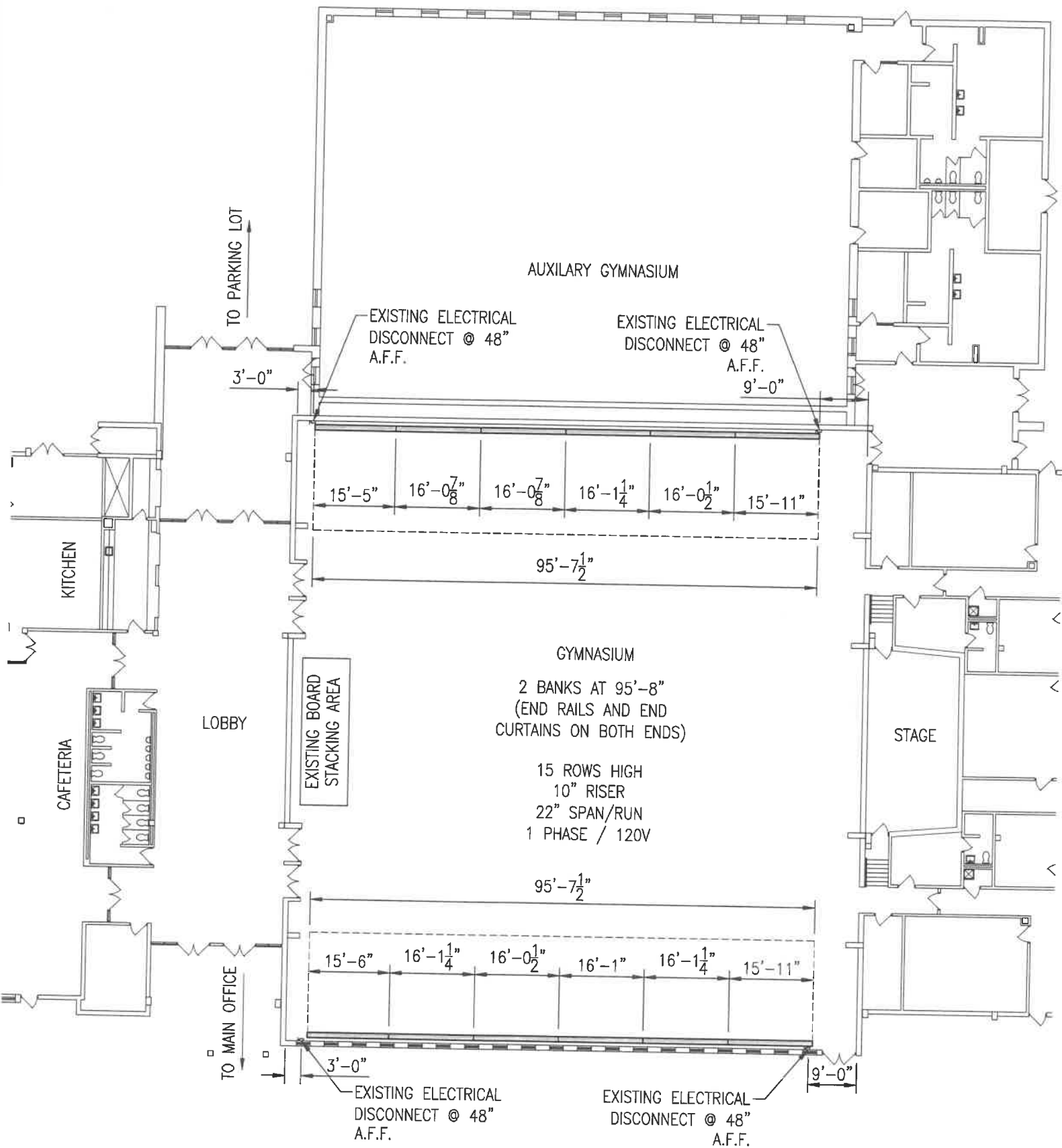


SHOW THIS SHEET
Floor Plans
 UNIT - SCHOOL NO.
260-322

BUILDINGS
 01 Classrooms / Administration
 02 Gymnasium / Cafeteria
 03 Classrooms / Auditorium / Boiler

FLOORS
 First
 Second

Cumberland County
 Board of Education
 Name of School:
Douglas Byrd High School
 Street Name/No.:
1624 Ireland Drive
 Mailing Address:
Fayetteville, North Carolina 28304-4363



FLOOR PLAN
NOT TO SCALE

DOUGLAS BYRD HIGH SCHOOL

(MAIN GYMNASIUM BLEACHER REPLACEMENT)