

# STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

**PROJECT:** NORTH BUNCOMBE HIGH SCHOOL BLAECHER REPLACEMENT RFP# 21-16

**PROJECT DESIGNER:** Tim Fierle, Director of Facilities

**USING AGENCY:** Buncombe County Schools

**ISSUE DATE:** May 19, 2016

Proposals subject to the conditions made a part hereof will be received until **4:00 PM** on **JUNE 08, 2016** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

**PREBID CONFERENCE:** No pre-bid conference is scheduled. Contractors are strongly encouraged to visit the school to inspect conditions and verify measurements and requirements for electrical extension, access to the gym and all other field conditions. If available the Facilities Director will meet prospective bidders on site or in the office of the Director to discuss project requirements, at a mutually agreeable time and date.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

**Buncombe County Schools, Purchasing Division**  
175 Bingham Road  
Asheville, NC 28806

Proposals may be faxed or emailed. Fax 828-251-1730. Email [ron.venturella@bcsemail.org](mailto:ron.venturella@bcsemail.org). It is the responsibility of the bidder to confirm receipt by calling 828-255-5891.

**NOTE:** Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct inquiries concerning this RFP to: Tim Fierle, Facilities Director Phone: 828-255-5916  
Ron Venturella, Purchasing Officer Phone: 828-255-5891

## **THE PROCUREMENT PROCESS**

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference and/or deadline for written questions is five days prior to due date.
3. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the proposals from each responding firm will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position. Informal proposals (less than \$ 300,000) are confidential until such time that award has been made. Thereafter, the purchasing division will furnish bid tabs upon request.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State/Buncombe County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)

**PROPOSAL FORM**

**NORTH BUNCOMBE HIGH SCHOOL BLAECHER REPLACEMENT**

**RFP# 21-16**

**DUE DATE: JUNE 8, 2016**

**by 4:00 PM**

By submitting this proposal, the potential contractor certifies the following:

- \*\* This proposal is signed by an authorized representative of the firm.
- \*\* It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- \*\* The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- \*\* All labor costs, direct and indirect, have been determined and included in the proposed cost.
- \*\* All taxes have been determined and included in the proposed cost.
- \*\* The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- \*\* The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

**BASE BID:** Turnkey installation of new, motorized bleachers for the main gymnasium of North Buncombe HS as stated in specifications.

\$ \_\_\_\_\_ dollars and \_\_\_\_/100 \$ \_\_\_\_\_

**ALTERNATE #1:** Provide "Maxam Flex Row" by Hussey Seating Company  
In compliance with specifications enclosed.

**Add / Deduct \$** \_\_\_\_\_ **dollars and** \_\_\_\_/100 **\$** \_\_\_\_\_

Addendums received and used in computing bid: YES/NO \_\_\_\_\_

Number of Addendums received: \_\_\_\_\_

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FED ID No: \_\_\_\_\_ Type & License #: \_\_\_\_\_

**PROPOSAL FORM CONTINUED ON NEXT PAGE**

OFFEROR: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ MBE Status: \_\_\_\_\_

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.): \_\_\_\_\_

BY: (Signature) \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ (Typed or printed name) \_\_\_\_\_

**END OF PROPOSAL FORM**

A bid bond is not required for this proposal. If the winning bid is \$150,000 or greater performance and payment bonds are required and must be issued using the bond forms provided by the owner before the contract is awarded. Bond forms are included with the RFP.

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State/Buncombe County Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
  - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
  - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Buncombe County Schools will not reimburse any offeror for any costs incurred.
  7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
  8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
  9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Buncombe County Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
  10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State/Buncombe County Schools when received.
  11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
  12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
  13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Buncombe County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Prime Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin or handicap.

15. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Officer, Buncombe County Schools, 175 Bingham Road, or PO Box 16771, Asheville, NC 28806. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division or the project designer with contact information as shown on the first page of this solicitation. Offeror's may call to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
16. **TABULATIONS:** Offeror's may call the purchasing division to obtain a verbal status of contract award.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.state.nc.us/pandc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

## **NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator/Project Designer. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.  
In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 15 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
  - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$100,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from

companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Buncombe County Board of Education. Owner's Protective insurance must list the Buncombe County Board of Education as a "Named Insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.

18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.

20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

21. **GENERAL INDEMNITY:** The contractor shall hold and save the State/Buncombe County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State/Buncombe County Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

CONTRACTOR'S SALES TAX REPORT  
NC State and Local Sales Taxes Paid

*Buncombe County Schools*

CONTRACTOR: \_\_\_\_\_ PO#/RFP# \_\_\_\_\_

Address: \_\_\_\_\_ For Period: \_\_\_\_\_

Invoice Date	Invoice #	Type of Property	NC Tax 4.75%	County Tax 2.25%	Name of County
		<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Notary Public

My Commission  
Expires: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Above & Title

Seal

NOTE:  
This certified statement may be subject to audit.



The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the "sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14)."

Sales and Use Tax Technical Bulletin Section 18-2F specifies: "To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased ;
- c. the project for which the property was used;
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

Please read entire specification package. You will be held accountable for all information. NO payment shall be made if specifications are not followed.

**Project Description:** Provide turnkey installation of new, motorized bleachers for the main gymnasium of North Buncombe HS, Weaverville, NC in accordance with the specifications and RFP issued. Work includes but is not limited to: demolition and disposal; shop drawing and NC engineered sealed drawings; permits; electrical work; bleacher delivery, assembly, adjustments, training, warranty and inspections for a 5 year period.

**Scope:** Work shall consist of furnishing all labor, materials, equipment and services, incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, shall be included automatically.

**Qualifications:** All bidders must furnish a list of North Carolina Contractor Licenses, which they hold.

**Contractor's Responsibility:** The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal state and local laws, building rules, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be made to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.

**Safety Regulations:** 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 (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register) which is hereby incorporated in these specifications.

**Codes:** All work shall be done in accordance with the specifications and shall comply with North Carolina Building Code, Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes and regulations, the specifications shall hold. All equipment shall have U. L. labels attached.

**Permits:** The Contractor must secure all permits required for the job completion, obtain and deliver to Owner, all certification of inspection issued by the authorities having jurisdiction, with Contractor paying cost of same.

**All final certificates must be delivered to owner prior to request for final payment.**

**Workers on Job:** All employees of the Contractor shall, while on Buncombe County Board of Education property, act in a professional and courteous manner. All workers shall be expected to wear long pants and shirts while on Board property. Also, all employees of the Contractor must "sign in" in the main office upon entering the facility and must "sign out" upon leaving the property. Any employee of the Contractor may be told to leave the property by either the Principal or the Assistant Director, if they do not follow the above procedure. The employee shall be replaced with another at no additional cost to the Buncombe County Board of Education.

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including

attendance at sporting events or other school related functions, whether before, during or after school hours. It is the responsibility of the contractor or vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

**E-Verify:** Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**Iran Divestment Act:** North Carolina Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List N.C.G.S. 143C-6A. By bidding on this project the bidder certifies it is not listed on the Final Divestment List created by the State Treasurer.

**Equipment and Tools:** The Contractor shall use no equipment or tools that are owned by the Buncombe County Board of Education. Also, no employees of the Buncombe County Board of Education shall be utilized by the Contractor except for opening locked doors and giving directions.

**Materials:** No materials shall be stored on site and the Buncombe County Board of Education is not responsible for any materials, equipment or tools lost or stolen from the site.

**Clean Up:** The area of work shall be cleaned daily so that the Buncombe County Board of Education shall not incur any additional costs to make the area suitable for the work process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the Buncombe County Board of Education. All trash and removed materials shall be properly disposed of off the property.

**Performance of Work:** All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work, and may notify the Contractor of same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER.** Any damage to existing area or utilities will be the responsibility of the Contractor. **NO EXCEPTIONS.**

**Construction Schedule:** Contractor shall coordinate and cooperate with the school administration to minimize disruption to the school use of facilities and to minimize down time of the gymnasium. For planning purposes, submittals shall be received by the owner no later than June 28, 2016 with resubmittal, if necessary, no later than July 6. The owner will provide submittal review comments within 4 working days of receipt. Demolition of the existing bleachers shall occur September 24, 2016 with completion of new bleacher installation and Certificate of Completion no later than October 26, 2016. If rebid is required and award is not feasible at the intended time, submittal dates shall be extended 10 working days but demolition, installation and completion dates shall not be modified.

**Liquidated Damages:** Liquidated damages for completion later than October 26, 2016, date certain shall be \$500/day.

**Alternates:** Alternate1: Owner Preferred Alternate. Maxam Flex Row by Hussey Seating

**Bonds:** A bid bond is not required for this proposal. If the winning bid is \$150,000 or greater performance and payment bonds are required and must be issued using the bond forms provided by the owner before the contract is awarded. Bond forms are included with the RFP.

The Buncombe County Board of Education reserves the right to reject any or all bids for any or no reason, and to waive informalities.

## **NORTH BUNCOMBE HIGH SCHOOL; WEAVERVILLE, NC**

### **TELESCOPING STANDS AND BLEACHERS**

**NOTE: THIS SPECIFICATION SECTION IS SUBJECT TO AN OWNERS PREFERRED ALTERNATE**

#### **PART 1 - GENERAL**

##### **1.1 Summary**

- A. This Section includes the following:
  - 1. Wall-attached telescoping stands; power operated with first tier flex row.

##### **1.2 Submittals**

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for telescoping stands.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. For telescoping stands, include structural analysis data signed and sealed by a professional engineer, licensed in the State of North Carolina, responsible for their preparation.
  - 2. Include wiring diagrams for electrically operated units.
  - 3. Project List: Five (5) seating projects of similar size, complexity and in-service for at least five (5) years. Include name and address of facilities; contact person; date of installation and name of certified installer.
  - 4. Deviations: List of pre-approved deviations from these project specifications, if any. Deviations shall have prior written approval.
- C. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
  - 1. Decking: 6-inch square samples of finished material.
  - 2. Metal Components: 6-inch square sample of each color and finish indicated.
  - 3. Seating: 6-inch square sample of each seating material, color, and finish indicated.
- D. Operation and Maintenance Data: For telescoping stands to include in emergency, operation, and maintenance manuals. Include warranty information, service requirements, operations manual and service contact information. Provide hard copies and electronic version of "as-built" drawings prepared in AutoCAD.
- E. Installer Qualifications: Provide proof of manufacturer's certified installer qualification.

##### **1.3 Quality Assurance**

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer's Engineering Responsibility: Preparation of data for telescoping stands, including Shop Drawings, and comprehensive engineering analysis by a qualified professional engineer licensed in the state of North Carolina. Drawings must be submitted with a professional engineer seal from an engineer licensed in the state of North Carolina.
- C. Safety Standard: Provide telescoping stands that comply with requirements in ICC 300 and the applicable requirements of the 2006 North Carolina State Building Code.
- D. Welding: Qualify procedures and personnel according to AWS D1.1 "Structural Welding Code - Steel" and AWS D1.3 "Structural Welding Code - Sheet Steel."
- ~~E.~~ Electrical Components, Devices, and Accessories: Entire system shall be UL Listed (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors all evaluated and approved for correct sizing and compatibility under maximum rated load on the motors) under UL Product Category FHJU, titled Electrical Drive and Controls for Folding and Telescopic Seating.
- F. Accessibility Requirements: Provide telescoping stands that comply with requirements in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)" and the North Carolina State Building Code – Accessibility Code.

- G. Service Requirement: The bleacher contractor must be able to show proof of full time service capability by factory certified technicians. Technicians shall be full time employees of the Bleacher Contractor and Licensed in Accordance with NC General Statute Chapter 87, Section 87-1 relating to the practice of General Contracting within the State of North Carolina. Subcontractors to the bleacher contractor do not qualify under this service requirement.
    - 1. The bleacher contractor shall maintain a supply of reasonable service oriented parts in order to service bleachers on an on-going basis.
  - H. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period.
    - 1. Warranty period: Five-years from the date of substantial completion.
- 1.4 Project Conditions
- A. Field Measurements: Verify actual locations of walls, columns, and other construction that will interface with telescoping stands by field measurements before fabrication and indicate measurements on Shop Drawings.
- 1.5 Performance Requirements
- A. Gymnasium seating assembly; Design to support and resist, in addition to own weight, the following forces:
    - 1. Seats and decking to resist live load of 120 lbs. per linear foot.
    - 2. Uniformly distributed live load of not less than 100 lbs. per sq. ft. of gross horizontal projection.
    - 3. Parallel sway load of 24 lbs. per linear foot or row.
    - 4. Perpendicular sway load of 10 lbs per linear foot or row.
  - B. Hand Railings, Posts and Supports:
    - a. Uniform load of 50 lbf/ ft. applied in any direction at the top and to transfer this load through the supports to the structure.
    - b. Single concentrated load of 200 lbf applied in any direction at any point along the top and be capable of transferring this load to the structure.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - C. Guard Rails, Posts and Supports:
    - a. Uniform load of 50 lbf/ ft. applied in any direction at the top and to transfer this load through the supports to the structure.
    - b. Single concentrated load of 200 lbf applied in any direction at any point along the top and be capable of transferring this load to the structure.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - D. Infill of Guard Rails:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
    - b. Infill load and other loads need not be assumed to act concurrently.
  - E. Posts and Supports: Engineered to withstand the following forces:
    - 1. Concentrated load of 200 lbs. applied at any point and in any direction along top rail.
    - 2. Uniform load of 50 lbs. per foot applied horizontally at top rail and a simultaneous uniform load of 100 lbs per foot applied vertically downward.
  - F. Member Sizes and Connections: Design criteria of the following shall be the basis for calculation of member sizes and connections:
    - 1. AISC: Manual for Steel Construction.
    - 2. AISI: Specification for Design of Cold Formed Steel and Structural Members.
    - 3. AA: Specification for Aluminum Structures
    - 4. NfPA: National Design For Wood Construction

## PART 2 - PRODUCTS

### 2.1 Manufacturers

***The product delivered and installed must comply with the Product Performance and Design Criteria of these Specifications.***

### 2.2 Materials

- A. Wood:
  - 1. Plywood: APA grade trademarked, DOC PS 1.
- B. Steel:

1. Structural Steel Shapes, Plates, and Bars: ASTM A 36.
  2. Galvanized Steel Sheet: ASTM A 653, G90 coating designation.
  3. Uncoated Steel Sheet: ASTM A 1008, Designation CS (cold-rolled commercial steel), or ASTM A 1011, Designation CS (hot-rolled commercial steel).
  4. Tubing: ASTM A 500, cold formed; ASTM A 501, hot formed; or ASTM A 513, mechanical.
- C. Polyethylene Plastic: High-density polyethylene; molded, color-pigmented, textured, impact-resistant, structural formulation.

### 2.3 Telescoping Stands

- A. Description: Operable systems of multiple-tiered seating on interconnected folding platforms that close, without being dismantled, into a nested stack for storing or moving. Stand units permit opening and closing of adjacent rows, allow individual and collective rows to be locked open for use and close with vertical faces of upper skirts on the same vertical plane.
- B. Wall-Attached Telescoping Stands: Rear of understructure permanently attaches to wall construction. Upper connection shall utilize a continuous 2" x 6" wall brace.
1. Operation: Automatic, friction-type integral power unit, with drive wheels located to allow for manual operation of first row seating.
    - a. Limit Switches: Automatically stop integral power system when telescoping stands reach fully opened or closed positions.
    - b. Motion Monitor: Self-contained warning horn, rated at 85 decibels (dB) at 10 feet, mounted under telescoping seating for audio warning during integral power operation.
    - c. Electrical Requirements: General Contractor shall employ and coordinate with electrical subcontractor to provide properly rated electrical source and location. The electrical subcontractor shall provide all required service along with disconnects and perform all wiring connections in junction boxes that are attached to the building.
    - d. Motor: Minimum ½ horsepower, 208V, 3Phase, 1.25 service factor.
    - e. Controls: Provide pendant style control switch capable of the following: Start; Stop; Forward and Reverse.
  2. Safety Accessories: Provide the following safety features:
    - a. Coin round or roll all edges of exposed metal on top and underneath bleacher to eliminate sharp edges.
    - b. Provide polymer end cap on nose metal at bank ends and on the back of deck supports on the 1<sup>st</sup> 7 rows to prevent spectator injury.
    - c. On 1<sup>st</sup> row, provide front and side skirt boards anywhere there is an exposed end to prevent players/balls from sliding underneath the first row.
    - d. Provide metal covers over motor chains and wheels to protect chains from debris and provide a safety switch that if cover is removed the power system will not work. Powered frames without a metal protective housing, covering drive chain and drive wheels are not permitted under this section.
    - e. Provide metal end deck cover on each row to cover exposed edge of plywood at the ends of the bleachers.
- C. Row Spacing: Adjustable between 22 inches and 26 inches. (First Tier set at 26" with balance of row spacing to be noted on approved submittal drawings.)
- D. Row Rise: 9-5/8 inches.
- E. Bench Seats and Skirts:
1. Material: Textured -molded polyethylene plastic with contour seat. Avoid the use of exposed metal parts and support brackets.
  2. Bench Height: Not less than 16 inches or more than 18 inches.
  3. Bench Depth: 10 inches with 1/2 inch minimum interlock at riser.
  4. End caps: Enclose ends of each row with plastic caps to match seat material.
  5. Back covers: Enclose area beneath seat with polyethylene plastic of same material as seat cover.
  6. Color(s): As selected by Architect from manufacturer's full range of standard colors.
- F. Wheelchair-Accessible Seating: Provide manually operated retractable first tier units (no larger than 7 seats in length) along the entire first row of seating that do not require tools for operation. Provide seating units designed for maximum flexibility in location and arrangement that are designed to minimize the net loss of seating should patrons in wheelchairs be in attendance. Truncated seating shall be configured to create a combination of floor space for use by persons in wheelchairs and adjacent modular seating for use by able-bodied persons.
1. Equip tiers adjacent to wheelchair-accessible seating without the use of front rails.

- G. Decking shall be fabricated from 5/8" AC grade plywood, interior type with exterior glue. 5-ply, all plies Southern Pine with plugged cross-bands, produced in accordance with national Bureau of Standards' PS-1-97.
  - 1. Finish: Transparent finish. Painted and/or laminated surfaces are not acceptable.
  - 2. Joints of plywood decking shall be tongue and groove or continuous metal splice. Metal splices must be recessed to prevent tripping hazard.
- H. Risers: Steel sheet with manufacturer's standard rust-inhibiting coating or hot-dip galvanized finish.
- I. Rails: Structural steel, finished with manufacturer's standard powder coat system.
  - 1. Color: As selected by Architect from manufacturer's standard colors (15 color minimum).
- J. Understructure: Structural steel designed to support loads described in this Section.
  - 1. Finish: Manufacturer's standard rust-inhibiting powder coat finish
  - 2. Color: Manufacturer's standard.
- K. Support Column Wheels: Non-marring, soft, rubber-face wheel assembly under each support column.
  - 1. Include wheels of size, number, and design required to support stands and operate smoothly without damaging the flooring surface, but not less than 5 inches in diameter and 1-1/4 inch wide.
    - a. ***Bidders are cautioned that Bleachers will operate on an athletic wood floor. Provide structural analysis that maximum bleacher force on the floor shall be a static point load of less than 220 psi.***
- L. Fasteners: Vibration proof structural anchor bolts in manufacturer's standard size and material. Use of self tapping fasteners is not acceptable.
- M. Accessories: As indicated below.
  - 1. Slip-resistant, abrasive tread nosing at vertical aisles.
  - 2. Intermediate aisle steps, fully enclosed, at each vertical aisle.
  - 3. Removable front steps, fully enclosed, at each vertical aisle, that engage with front row to prevent accidental separation or movement and are equipped with a minimum of four skid-resistant feet.
  - 4. Intermediate-aisle handrails located at centerline of each vertical aisle with seating on both sides.
  - 5. End rails (guards) that are telescoping and self-storing.
  - 6. Rear fillers including supports for closing openings between top row and rear wall of adjoining construction.
  - 7. Attic Stock: Provide 30 plastic seats proportioned among color and type as directed by owner.
  - 8. Graphic Logo provided by interchangeable seats. Three color minimum. Actual layout to be determined during submittals.
  - 9. Gap fillers for closing openings between stand units or between stand units and adjoining construction.

#### 2.4 Fabrication, Telescoping Stands

- A. Fabricate understructure from structural steel members in size, spacing, and form required to support design loads specified in referenced safety standard.
- B. Weld understructure to comply with applicable AWS standards.
- C. Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.
- D. Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.
- E. Seating Supports: Fabricate supports to withstand, without damage to components, the forces imposed by use of stands without failure or other conditions that might impair the usefulness of seating units.
  - 1. Cantilever bench seat supports to produce toe space uninterrupted by vertical bracing.

### PART 3 - EXECUTION

#### 3.1 Examination

- A. Examine areas where telescoping stands are to be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 Installation

- A. Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions.

3.3 Adjusting And Cleaning

- A. On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions.
- B. Clean installed telescoping stands on exposed and semi-exposed surfaces. Touch up shop-applied finishes or replace components as required to restore damaged or soiled areas.

3.4 Demonstration

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain telescoping stands. Arrange training with Owner, with a minimum of seven days advance notice.

END OF SECTION



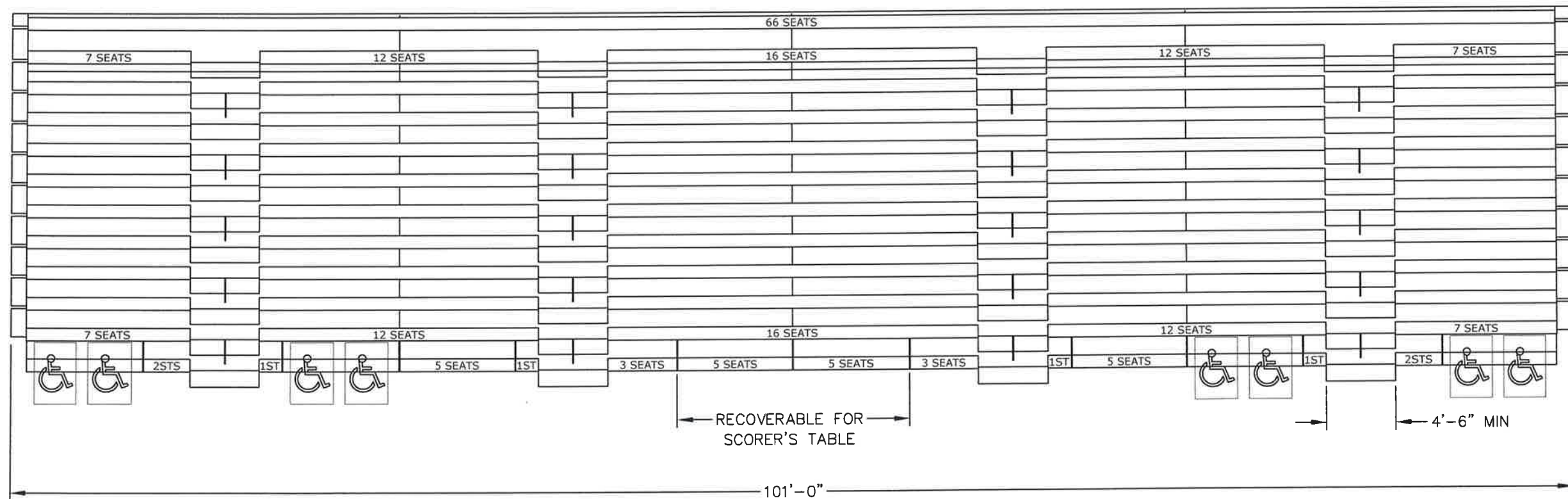


BANK A - 13 ROWS



# North Buncombe High

*Achieving Excellence*



BANK B – 12 ROWS

(This bond form is not to be altered or qualified in any way)

**PERFORMANCE BOND**

Date of Execution  
of this Bond:

\_\_\_\_\_

Name and Address of  
Principal (Contractor):

\_\_\_\_\_

\_\_\_\_\_

Name and Address  
of Surety:

\_\_\_\_\_

\_\_\_\_\_

Name and Address of  
Contracting Body:

THE BUNCOMBE COUNTY BOARD OF EDUCATION, a  
body corporate of the State of North Carolina, 175 Bingham Road,  
Asheville, NC 28806.

Amount of Bond:

\_\_\_\_\_

Contract:

That certain contract by and between the Principal and the  
Contracting Body above named, dated \_\_\_\_\_  
for \_\_\_\_\_  
\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, as identified and shown above and hereto attached.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (Name of individual, individual and  
trade name, partnership, corporation or joint  
venture)

WITNESS:

\_\_\_\_\_  
(Proprietorship of Partnership)

BY: \_\_\_\_\_(SEAL)

TITLE: \_\_\_\_\_  
(Owner, partner, office held in corporation,  
joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary of Assistant Secretary only)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney-in-Fact)

\_\_\_\_\_

\_\_\_\_\_  
N.C. Licensed Resident Agent

(This bond form is not to be altered or qualified in any way)

**PAYMENT BOND**

Date of Execution  
of this Bond:

\_\_\_\_\_

Name and Address of  
Principal (Contractor):

\_\_\_\_\_  
\_\_\_\_\_

Name and Address  
of Surety:

\_\_\_\_\_  
\_\_\_\_\_

Name and Address of  
Contracting Body:

THE BUNCOMBE COUNTY BOARD OF EDUCATION, a  
body corporate of the State of North Carolina, 175 Bingham Road,  
Asheville, NC 28806.

Amount of Bond:

\_\_\_\_\_

Contract:

That certain contract by and between the Principal and the  
Contracting Body above named, dated \_\_\_\_\_  
for \_\_\_\_\_  
\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, as identified and shown above and hereto attached.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract that may hereafter be made, notice of which modifications and extensions of time to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

PYB 1

Section 000103

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (Name of individual, individual  
and trade name, partnership, corporation or  
joint venture)

WITNESS:

\_\_\_\_\_  
(Proprietorship of Partnership) BY: \_\_\_\_\_ (SEAL)  
TITLE: \_\_\_\_\_  
(Owner, partner, office held in corporation,  
joint venture)

(Corporate Seal)

ATTEST: (Corporation)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary of Assistant Secretary only)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: Attorney-in-Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney-in-Fact)

\_\_\_\_\_  
N.C. Licensed Resident Agent

PYB 2