

STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

PROJECT: TC ROBERSON HIGH SCHOOL - FIXED AUDIENCE SEATING RFP# 22-16

PROJECT DESIGNER: Tim Fierle, Director of Facilities

USING AGENCY: Buncombe County Schools

ISSUE DATE: May 24, 2016

Proposals subject to the conditions made a part hereof will be received until **4:00 PM** on **JUNE 15, 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, access to the auditorium 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. 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

TC ROBERSON HIGH SCHOOL - FIXED AUDIENCE SEATING

RFP# 22-16

DUE DATE: JUNE 15, 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: Provide turnkey installation of new, auditorium seating at T.C. Roberson High School as stated in the specifications.

\$ _____ dollars and ____/100 \$ _____

ALTERNATE #1: Provide "Quattro Classic Model #S3BS2H3APAF0PNA" 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
		TOTAL	\$	\$	

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, auditorium seating at T.C. Roberson High School, Asheville, NC in accordance with the specifications and RFP issued. Work includes but is not limited to: demolition and disposal; removal of anchors; patching of anchor holes with ardex; shop drawing and NC engineered sealed drawings; permits; seating delivery, assembly, adjustments, training, and warranty 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 auditorium. For planning purposes, submittals shall be received by the owner no later than July 21, 2016 with resubmittal, if necessary, no later than August 7, 2016. The owner will provide submittal review comments within 4 working days of receipt. Demolition of the existing auditorium seats shall begin November 23, 2016 followed by Owner installation of floor finishes by Jan 15, 2017 and with completion of new seating installation and Certificate of Completion no later than February 1, 2017. 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 February 1, 2017, date certain shall be \$500/day.

Alternates: Alternate1: Owner Preferred Alternate. Provide "Quattro Classic Model #S3BS2H3APAF0PNA" by Hussey Seating Company.

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.

T.C. Roberson High School – Fixed Audience Seating

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Fixed upholstered chairs with self-rising mechanisms, aisle and intermediate standards.
 - 1. Typical applications include the following:
 - a. Floor mounted chairs.

1.02 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install fixed audience seating to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connection. Apply each load to produce maximum stress in each respective component of each audience seat unit.
- B. Manufacturer's System Design Criteria:
 - 1. Seats and Backs:
 - a. Shall embody a timeless sculptured appearance to harmonize with any architectural form or room decor.
 - b. Shall exhibit moderate compound contours for supportive comfort avoiding excess anatomical pressures.
 - c. Seat shall be semi-cantilevered, self-centering, automatic three-quarter (3/4) lift with over center retract feature, for ease of passage and janitorial access.
 - d. Seat shall be tested and professionally certified through an independent testing laboratory to support and withstand an evenly distributed 600 lb.[272 Kg] static load without failure or irregularities that would impair usefulness.
 - e. Self-lifting seat shall be tested and professionally certified through an independent testing laboratory to withstand 350,000 operating cycles without failure of seat mechanism or measurable component wear.
 - f. Seat shall be tested and professionally certified to withstand 10,000 impacts of a 40 lb.[18 Kg] sandbag dropped on the center of the seat from each of the following heights: 6"[152mm], 8"[203mm], 10"[254mm], and 12"[305mm]. The rate of impacts shall be approximately 18 per minute with the total quantity of impacts equaling 40,000.
 - g. Back shall withstand an evenly distributed front or rear static load of 450 lbs.[205 Kg].
 - h. Back shall be tested and professionally certified to withstand, without failure, 40,000 swinging impacts each to the front and rear of the back by means of two opposing 40 lb.[18 Kg] sandbags. The sandbags shall be moved horizontally and equally for 10,000 cycles each at the following distances of 6"[152mm], 8"[203mm], 10"[254mm], and 12"[305mm] at a rate of 35 cycles per minute.

- i. Back shall withstand, without failure, an evenly distributed Horizontal Traverse Static Load of 200 lbs.[90.70Kg]. The load shall be applied to the top of the back at a 45-degree angle to the row of seats.
 - j. Armrests shall be tested and professionally certified to withstand, without failure, a 200 lb.[91 Kg] static load applied both perpendicular to and vertically down on the arm.
- 2. Materials (Flammability) shall satisfy applicable test, codes, standards, or requirements as follows:
 - a. Copolymer polypropylene shall have a burn rate of 1 inch or less per ASTM 635.
 - b. Upholstery materials shall meet requirements as set forth in the state of California Bureau of Home Furnishings Technical Bulletin 117.
 - c. Fire-performance Characteristics of Seat Padding: Provide seating that complies with test method: California Technical Bulletin 117
 - d. Cushioning and padding shall be self-extinguishing as defined in the requirements as set forth in the State of California Bureau of Home Furnishings Technical Bulletin 117.

1.04 SUBMITTALS

- A. Section Cross-Reference: Submit required submittals in accordance with "Conditions of the Contract" and Division
 - 1. General Requirements sections of this "Project Manual."
- B. Project Data: Manufacturer's product data for each system. Include the following:
 - 1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
 - 2. Deviations: List of deviations from these project specifications.
- C. Shop Drawings: Indicate fixed upholstered chair seating layout. Show all equipment to be furnished with details of accessories to be supplied including necessary electrical service to be provided by others.
- D. Samples: Seat materials and color finish as selected by Architect from manufacturers standard color finishes.
- E. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer
- F. Installer Qualifications: Installer qualifications indicating capability, experience, and manufacturer acceptance.
- G. Engineer Qualifications: Certification by a professional engineer registered in the State of North Carolina that the equipment to be supplied meets or exceeds the design criteria of this specification.
- H. Operating/Maintenance Manuals: Provide to Owner maintenance manual. Demonstrate operating procedures.

- I. Warranty: Manufacturers standard warranty documents.
 - Warranty Periods: As follows, from date of Substantial Completion.
 - Structural: 5 years.
 - Operating Mechanisms: 1 year.
- 1. Failures include, but are not limited to, the following:
 - a. Structural failures including standards, beams, and pedestals.
 - b. Faulty operation of self-rising seat mechanism.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer who has 10 years of experience manufacturing spectator seating equipment.
- B. Installer Qualifications: Engage experienced Installer who has specialized in installation of audience seating similar to types required for this project and who is acceptable to, or certified by, fixed upholstered chair seating manufacturer.
- C. Engineer Qualifications: Engage professional licensed engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of audience seating similar in material, design, fabrication, and extent to those types indicated for this project.
- D. Service Requirement: The seating contractor must be able to show proof of full time service capability by factory certified technicians. Technicians shall be full time employees of the Seating Contractor and Licensed in Accordance with NC General Statue Chapter 87, Section 87-1 relating to the practice of General Contracting within the State of North Carolina. Subcontractors to the seating contractor do not qualify under this service requirement. The seating contractor shall maintain a supply of reasonable service oriented parts in order to service bleachers on an on-going basis

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver fixed upholstered chair seating in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle seating equipment in a manner to prevent damage.
- C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

1.07 PROJECT CONDITIONS

- A. Field Measurements: Coordinate actual dimensions of construction affecting fixed upholstered chair seating installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

1.08 WARRANTY

- A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for fixed upholstered chairs. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
 - 1. Warranty Period: Five years from Date of Substantial Completion.
 - 2. Beneficiary: Issue warranty in legal name of project Owner.
 - 3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

1.09 MAINTENANCE AND OPERATION

- A. Instructions: An operation and maintenance manual shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
 - 1. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
 - 2. Periodic annual inspections and required maintenance of each seating system shall be performed according to the Operations Manual to assure safe conditions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Provide seating in compliance with enclosed specifications
- B. Product Accessories: Seat numbers (Ecoglo), Row letters (Ecoglo), ADA easy access standards,

2.02 MATERIALS

- A. Cast Aluminum: ASTM B85
- B. Steel Sheet/Coil: ASTM A670.
- C. Drilled-in Expansion Anchors: SAE grade 2
- D. Concealed Plywood: Hardwood Plywood ANSI/HPVA-1 2000, Poplar
- E. Polyurethane Foam Padding: ASTM D-3574
- F. Fabric: 100% Marquesa Lana continuous filament Olefin in the following standard selections:
 - 1. Fabric shall have 13 fill picks per inch, 13 warp ends per inch, weighing 18 oz. per linear yard including backing.
- G. Injection molded plastic: Virgin high density polypropylene or nylon 6/6.

2.03 DESIGN AND CONCEPT: Auditorium chairs shall be designed to exhibit a modern appearance that will enhance any auditorium's décor. Seats, backs, and standards shall complement each other without the need for end panels or other adornments. Superior comfort will be derived through careful ergonomic engineering, selection of materials, and design of supportive structures.

2.04 FABRICATION

A. Upholstered Gravity Fold/Spring Assist Seats:

1. The seat assembly shall consist of a stylish padded and upholstered top surface, a polypropylene bottom shell with dual contours, and a gravity fold lifting mechanism with spring assist. Seat shall have the ability to achieve a full fold position when rearward pressure is applied. Superior comfort shall be derived through careful ergonomic engineering.
2. Upholstery Pad: The upholstered seat topper shall consist of a 5/8" thick molded ply form base with contoured molded polyurethane foam padding and fabric upholstered cover. Seat padding shall be plush, ergonomic, dual density design, properly contoured to support the body without causing discomfort. The upholstered seat cover shall exhibit a high degree of tailoring and will be affixed to the base with upholstery staples.
3. Gravity Fold/Spring Assist Seat Mechanism: Seat lifting mechanism shall combine both a counter weight and dual function coated lifting springs to provide whisper quiet fail-safe operation. The seat structure shall rotate on a 5/8" spanner bar to eliminate binding due to irregular floor conditions. Seats shall be certified to withstand 350,000 lifting cycles and a 600lb static load without failure.
4. Standard Bottom Cover: Seat shell/bottom shall be constructed of polypropylene plastic to provide a durable yet aesthetic design. The cover shall protect the mechanical parts of the lifting hinge and upholstered cover. The shell / bottom shall compliment the overall design of the chair.
5. Seat Cover Tailoring. Waterfall.
6. Soft Square High (36" High) Upholstered Backs:
7. Soft Square 36" Upholstered backs shall be upholstered and padded with a decorative outer panel. The top corners of the back are conically shaped sections for stylish looks and a timeless appearance. The back shall be compound contoured and will conform to the proper posture of a seated individual. Overall back height is 36" above the floor allowing proper shoulder support of the chair occupant. The 29" outer panel extends below the seat pan to protect the occupant from the rear.
8. The inner upholstered panel shall be 5/8", 9 ply thick formed hardwood with multiple ergonomically engineered contours. The wings for attachment of chair back to standard shall be not less than 14 ga and will be attached via concealed fasteners. Wings shall position the chair back at one of three positions: 15, 18, or 21 degrees. There shall be no exposed fasteners above the chair landing bracket. Chair back upholstery shall exhibit a high degree of workmanship and customization.

9. The outer back panel shall be constructed of polypropylene plastic. The panel shall be no less than 29" in length and will protect the rear of the upholstered inner panel as well as the chair occupant.
10. Outer Back Panel Material. Polypropylene Plastic.
11. Back Foam Type. 2" cut.
12. Back Cover Tailoring. Provide Horizontal Pleat.

B. Cast Aluminum Standards: (Tubular Steel Standards are not acceptable!!)

1. Standards shall be die cast Aluminum AA380 grade.
2. Standards shall be floor attached, designed to maintain a constant seat height to floor.
3. Cast Aluminum Standards shall be an integral aesthetic part of the chair's appearance and do not require the use of end panels.

C. Seat Hinges:

1. Gravity fold / spring assist seat hinges shall be fully contained within the seat pan and fitted with a pair of independent, permanently lubricated bearings.
2. Each of the independent seat hinges shall be fitted with double acting; self-centering, pre-loaded coiled seat return springs.
3. Seat hinge and spring installation shall be designed not to require periodic adjustment or lubrication.

D. Finish:

1. (Indoor) Cast Aluminum Finish: Casting shall be pre-treated in an iron phosphate wash system prior to finish application. Finish shall be a specially blended polyester T.G.I.C./Epoxy powdercoating with a minimum dry film thickness of 1.5 mils.
2. Injection molded polypropylene or nylon: Shall be pigmented, in one of manufacturers standard colors and have a textured surface.
3. Fabric: Upholstery material shall be 100% Marquesa Lana continuous filament Olefin yarn with one of manufacturer's standard fabric offerings.
4. Color: Shall be per manufacturer's standards. Seating Contractor shall submit color samples for owner's approval prior to manufacture.

2.05 FASTENINGS

A. Chair Assembly

1. All structural connections shall be made with S.A.E. stress rated zinc plated or, black oxide steel bolts, washers and nuts.

B. Concrete Floor Attachment.

1. Chair standards shall each be attached by means of two 1/4"[6mm] expansion bolts set in holes drilled to a depth of not less than 1 3/4"[44mm] in the concrete.

2. Expansion bolts shall be of approved type lead drive anchor comprised of the following components:
 - a. Bolt - 1/4"[6mm] x 3"[76mm] expansion anchor.
 - b. Sleeve - 1/4"[6mm] I.D. x 1"[25mm] lead (commercially known as 2% antimony lead) with one end recessed to fit cone. One sleeve per bolt.
 - c. Cone - Cast hard metal and steel setting washer. One setting washer per bolt.
 - d. Standard to be placed on the bolts. Standards to be permanently secured with a flat washer, lock washer and nut.

2.06 ACCESSORIES

- A. Armrests, Injection Molded Plastic: Armrests shall be of injection molded, leather textured polypropylene. Armrest to be secured to standard with concealed fasteners. All armrests shall be field adjustable allowing them to hinge on standards to allow equal access for disabled patrons. Swing-up end arms shall be provided for one percent of fixed seating capacity to meet the Americans with Disabilities Act (ADA). Each accessible chair shall include the universal handicap symbol on the end aisle standard for clear identification.
- B. Eco-Glow Chair Numbers: Black text with light gray background on a 18.5mm x 56.5mm elliptical Lexan plate. Plate fitted in vandal resistant recess located in front edge of seat pan and secured with adhesive.
- C. Eco-Glow Row Letters: Black text with light gray background on a 18.5mm x 56.5mm elliptical Lexan plate. Plate fitted in a vandal resistant recess located in rear of armrest and secured with adhesive.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Verify area to receive fixed upholstered chair seating are free of impediments interfering with installation and condition of installation substrates are acceptable to receive audience seats in accordance with seating manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

3.02 INSTALLATION

- A. Manufacturer's Recommendations: Comply with seating manufacturer's recommendations for product installation requirements.
- B. General: Install fixed upholstered chair system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of seating and for permanent attachment to adjoining construction.

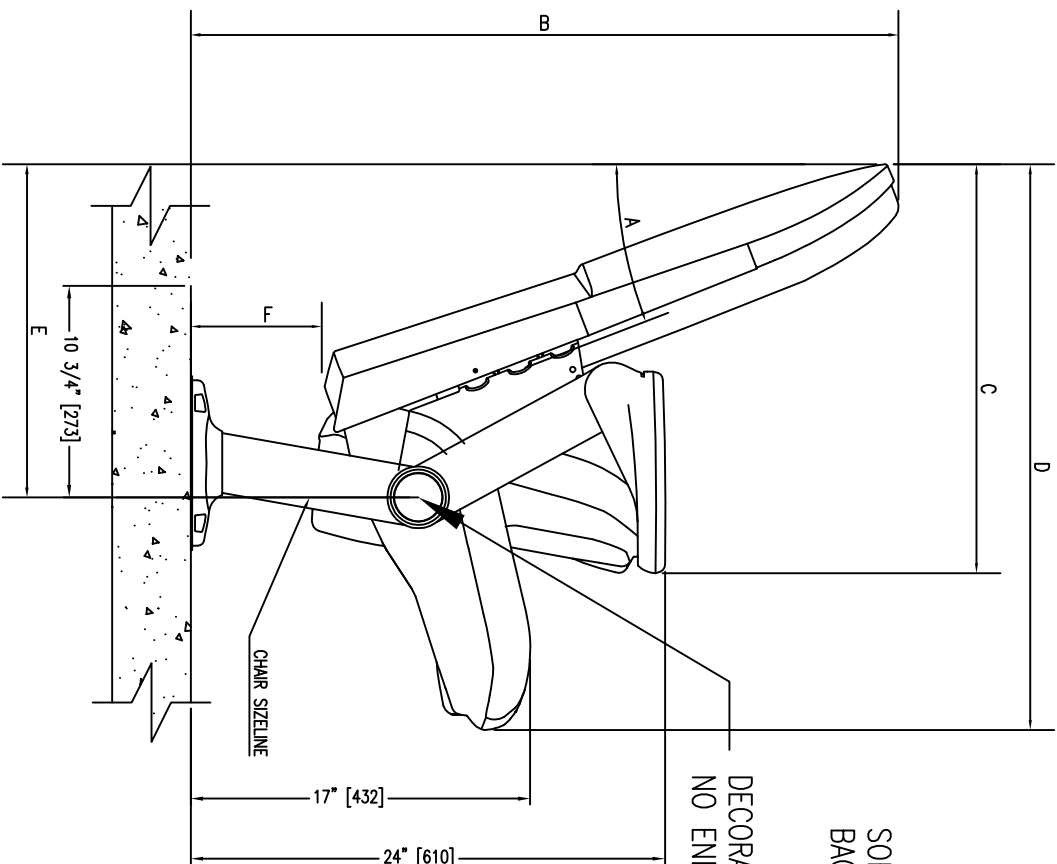
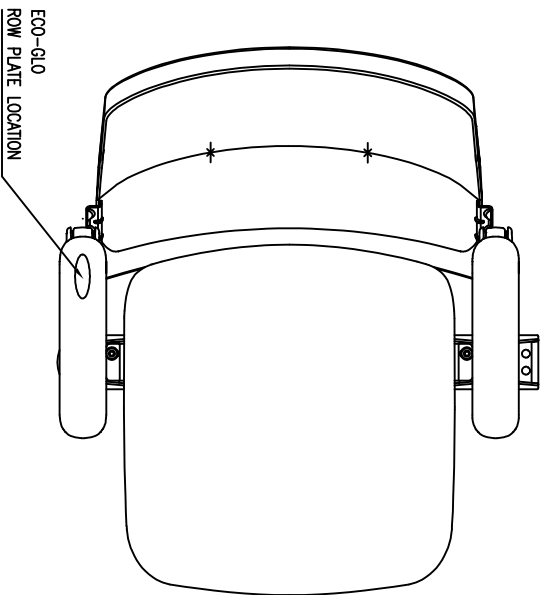
3.03 ADJUSTMENT AND CLEANING

- A. Adjustment: After installation completion, all equipment is to be adjusted for smooth and proper operation.
- B. Cleaning: Clean work area and remove debris from site.

3.04 PROTECTION

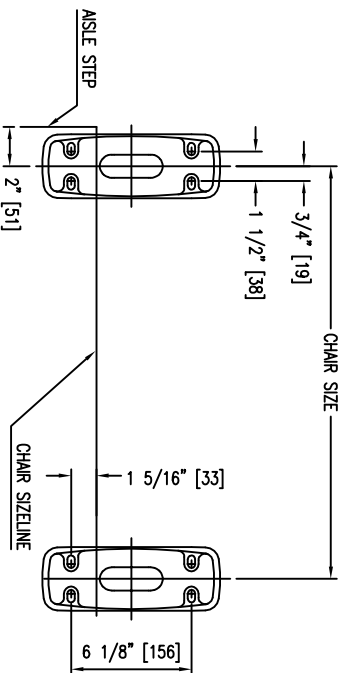
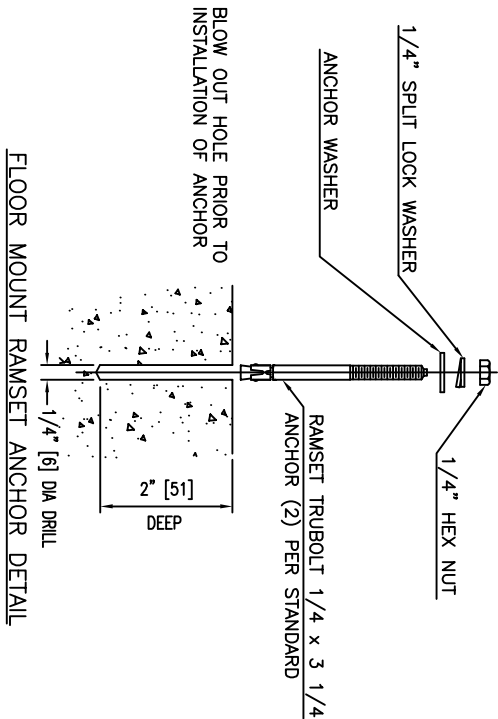
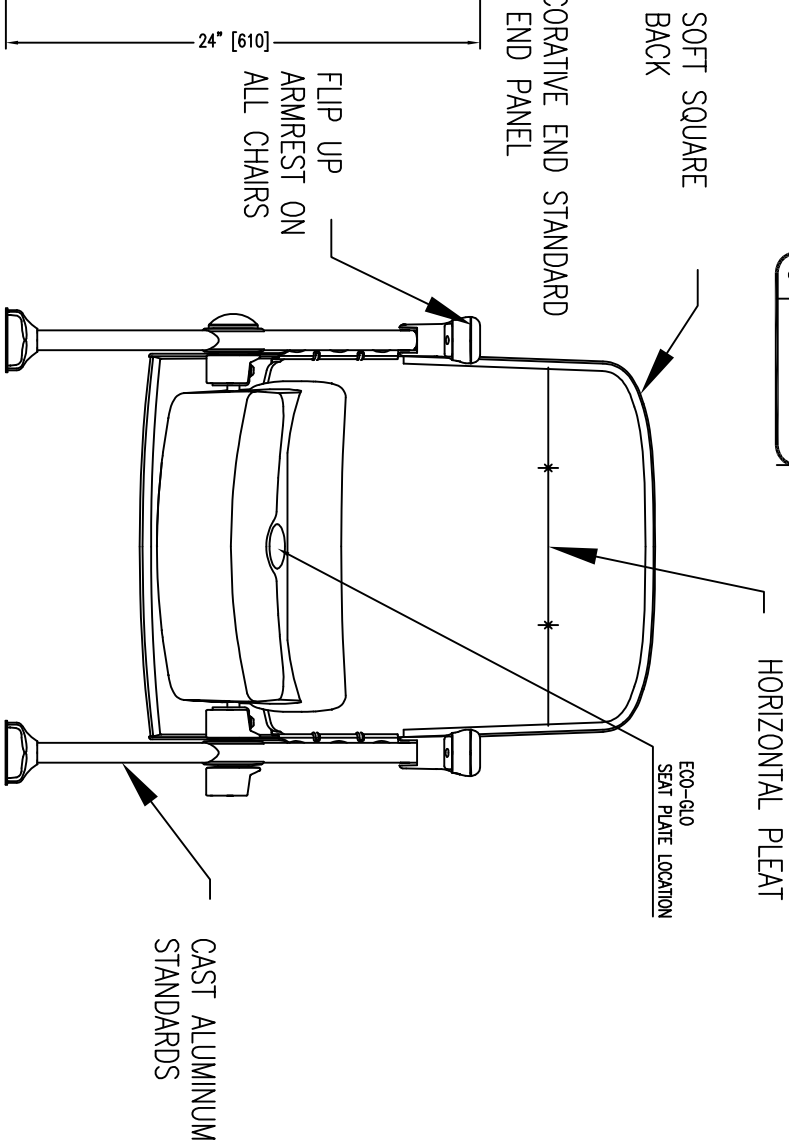
- A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure audience seats are without damage or deterioration at time of substantial completion.

END OF SECTION

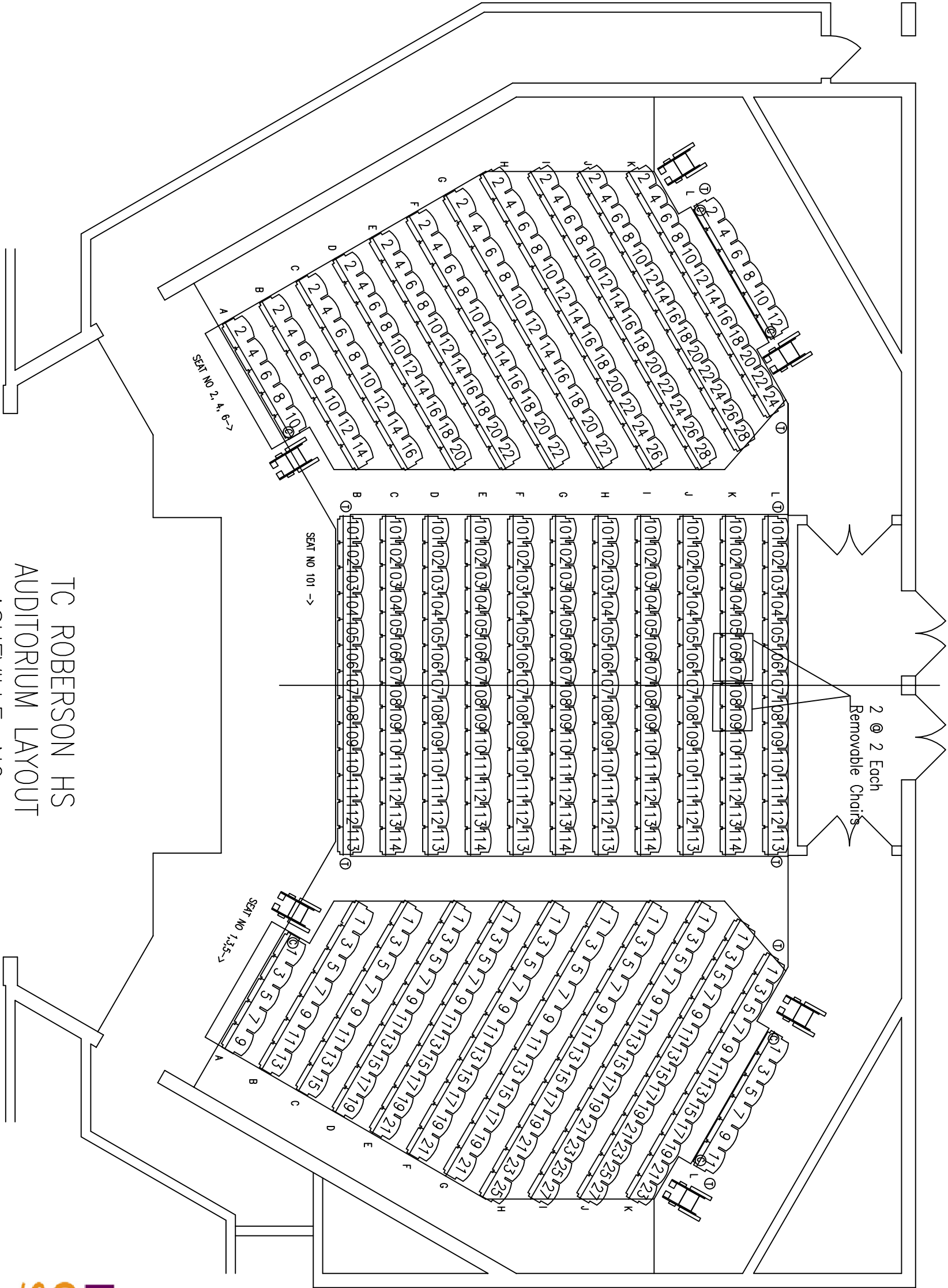


A	21"
B	36" (914)
C	21" (533)
D	29" (737)
E	17 1/4" (438)
F	6 13/16" (173)
G	

- A = BACK PITCH
B = BACK HEIGHT
C = UNOCCUPIED
D = OCCUPIED
E = CHAIR SIZELINE TO BACK
F = FLOOR TO BOTTOM OF BACK
G = FLOOR TO BOTTOM OF CUPHOLDER



TC ROBERSON HS
AUDITORIUM LAYOUT
ASHEVILLE, NC



TC ROBERSON HS
AUDITORIUM LAYOUT
ASHEVILLE, NC

- ① = Denotes ADA Arm
- ⊙ = Denotes Companion Chair

SEATING SUMMARY

Installed chairs per plan 392
Attic Stock 8 Complete Chairs
Wheelchair Spaces 6

(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