

CONTRACT

PORTER RIDGE HIGH/MIDDLE SCHOOLS CHILLER REPLACEMENTS 3-97343052

This Contract is made and entered into this day between The Union County Board of Education ("UCBOE") located at 400 North Church Street, Monroe, North Carolina 28112 and Carolina Air Solutions located at 9224 Stockport Place, Charlotte, North Carolina 28273("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor - The Contractor agrees to provide all services as required to fully, timely and properly complete the Porter Ridge High/Middle School Chiller Replacements (the "Project") in accordance with, and as more particularly described, as Exhibit 1 (the "Services).

The Contractor agrees to coordinate its Services with the work of any other separate contractors or with the work of the UCBOE's own forces to avoid delaying or interfering with their work. The Contractor further agrees to inform the UCBOE on a regular basis or at the UCBOE's request of the progress of the Services.

Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, or inspections necessary for the proper execution and completion of the Services; shall comply with all laws, ordinances, or regulations bearing on the performance of the Services; shall enforce good order and discipline among his employees and subcontractors on the Project; and shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.

The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Services; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Services meets or exceeds the standards ordinarily observed in the industry; and that the Services conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Services shall be free from defects and nonconformities in materials and workmanship for a period of one year and a minimum of five years for the Compressor. The warranty shall begin from the Date of Completion or such date as the Contractor actually completes all the Services. During such period the Contractor will remedy at Contractor's expense nonconformities or defects in the Services within a reasonable time after receiving notice thereof from UCBOE.

In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify the UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.

The Contractor agrees that the UCBOE may order changes in the general scope of the Services, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedures.

The UCBOE may issue written Change Orders to the Contractor directing a change in the Services. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the UCBOE and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Services described in the Change Order and the UCBOE will pay the reasonable costs of any additional work, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Services will be the reasonable costs of the Services deleted, including a reasonable amount for the decrease in the Contractor's overhead.

Asbestos may or may not be present at the project site. In accordance with the Asbestos Hazard Emergency Response Act (AHERA) the UCBOE has had an Asbestos Management Plan (AMP) prepared for this site. A copy of the AMP is available at the UCPS Facilities Department or at the project site. The AMP is designed to document (to the best of the UCBOE's ability) the asbestos containing building materials (ACBM) or presumed asbestos containing materials (PACM) present at the project site. It is incumbent upon the Contractor to review the AMP to insure his/her staff does not come in contact or otherwise disturb the ACBM/PACM. The Contractor is to notify all their subcontractors and other staff involved with the project of the AMP so they may also avoid being exposed to and /or disturbing any ACBM/PACM during construction. It shall be understood that by executing an agreement between the UCBOE and Contractor that the Contractor has made this review and has notified all staff involved with this project of the availability of the AMP.

The UCBOE and Contractor recognize that time is of the essence to this Agreement and that the UCBOE will suffer financial loss if the work is not completed within the times specified herein. Both parties also recognize the delays, difficulties and expense involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the UCBOE if the Work is not completed on time. Accordingly, in lieu of requiring such proof, the UCBOE and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the UCBOE for each day in excess of the term allowed for completion of the Work, the Contractor shall pay to the UCBOE the sum of \$500.00 as liquidated damages.

The Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorney's fees and liability that any of them may sustain (a) arising out of the Contractor's failure to comply with applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Contractor's performance or lack of performance of the terms and conditions of this contract.

The Contractor certifies that it currently has and agrees to purchase and maintain its performance under this Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina:

Automobile

The Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. If the Contractor is an individual, the policy limits of such insurance shall not be less than a combined single limit of \$100,000 each person/\$300,000 each accident – bodily injury/\$50,000 each accident – property damage.

Commercial General Liability

The Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for contractual liability. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. If the Contractor is an individual, the policy limits of such insurance shall not be less than \$300,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employer's Liability Insurance

If applicable to the Contractor, the Contractor shall meet the statutory requirements of the state of North Carolina for workers compensation coverage and employers' liability insurance.

Failure to furnish insurance certificates for to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of Contract.

Before commencing any Work, the Contractor shall forward to the UCBOE two copies of a Certificate of Insurance issued by the Insurance Carrier, not the local agent or representative, indicating that all required insurance is in force. The Certificate shall state the policy number, date of expiration, and limits of liability, and contain a provision that the insurance will not be cancelled, changed or allowed to lapse prior to ten days after written notice to such cancellation or intention to allow lapse has been forwarded by Registered Mail to the UCBOE. The Contractor shall list Union County Board of Education as additional insured. The Contractor must certify that he has obtained similar certificates or evidence of insurance from each of his sub-contractors before work commences. Each sub-contractor must be covered by insurance of the same type and in the same amounts as the Contractor unless the Contractor and the UCBOE agree that a reduced coverage is adequate because of the nature of the particular sub-contract work. The Certificate of Insurance must be received within 48 hours of request by UCBOE.

The term of this contract: Contractor shall begin work immediately upon receipt of Notice to Proceed and in accordance with instructions from UCBOE (Refer to Exhibit 1). The date of substantial completion of the work or designated portion thereof shall be that date when the Work is sufficiently complete that the UCBOE can utilize the work or any designated portion thereof for the use for which it is intended. The guarantee and warranty period shall begin on the date of final acceptance by the UCBOE (the "Date of Completion"). The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract.

This contract does not grant the Contractor the right or the exclusive right to provide specified services to UCBOE. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the UCBOE.

The Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. Obligations of UCBOE. UCBOE agrees to pay the Contractor for services as follows:

Chiller Replacement #2	\$312,500
Chiller Replacement #3	\$312,500
Allowance Funds	<u>\$ 15,000</u>
Contract Total	\$640,000 (Six Hundred Forty Thousand Dollars and no cents)
Unit Price	Chiller Rental (250 ton) for \$31,500 for first month. Each additional month is \$15,000

3. Project Coordinator. Karl Todd is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE’s representative in connection with the Contractor’s performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing. All communication relating to this project shall be directed to the UCBOE Project Coordinator.
4. Contractor Supervisor. Billy Garrison is designated as the Project Manager for the Contractor. The Contractor Project Manager is fully authorized to act on behalf of the Contractor in connection with this Contract. Substitution of Contract Project Manager must be presented to Project Coordinator with a minimum of 24 hour notice and shall include contact information of the newly selected Contractor Project Manager.
5. Terms and Methods of Payment. UCBOE will make payment after invoices are approved on a net 30 day basis. Failure to submit all required documents will delay payment. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer.

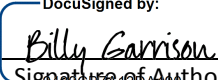
Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

6. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic “PDF” to the same and full extent as the originals.

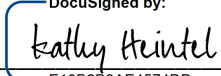
PURPOSELY LEFT BLANK

IN WITNESS WHEREOF, UCBOE and Contractor have executed this Contract on the day and year first written above.

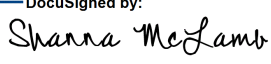
Carolina Air Solutions

Contractor Name	
DocuSigned by: 	5/15/2023 5:29 AM PDT
Signature of Authorized Representative	Date
Billy Garrison	Operations Manager
Printed Name	Title
20-2107707	
Contractor's Federal Identification #	
[if Contract is with Organization or Social Security Number if individual]	

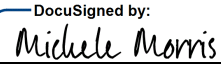
THE UNION COUNTY BOARD OF EDUCATION

DocuSigned by: 	5/15/2023 8:55 AM EDT
Board Chairperson	Date
Superintendent	Date

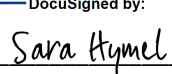
This instrument has been preaudited
in the manner required by the School Budget and Fiscal
Control Act.

DocuSigned by: 	5/16/2023 5:28 AM PDT
Finance Officer	Date

APPROVED AS TO FORM:

DocuSigned by: 	5/15/2023 6:25 AM PDT
School Board Attorney	Date

REVIEWED BY:

DocuSigned by: 	5/12/2023 2:49 PM EDT
Division of Insurance and Risk Management	Date

Attachment A
STANDARD TERMS AND CONDITIONS

1. Contract Documents. Contractor's acknowledgment of the terms hereof or Contractor's shipment or performance, constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) any attachments hereto, (iii) any applicable solicitation documentation (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and The Union County Board of Education ("UCBOE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. This Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. Safety Data Sheets. Safety Data Sheets must be provided with shipment of all chemicals.
4. Prices. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
5. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to the UCBOE Project Coordinator.
6. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
7. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. Risk of Loss. Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
11. Rejection. All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
12. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
13. Compliance with UCBOE Policies. During the term of this Contract, Contractor agrees to comply with all UCBOE imposed policies, rules and regulations while on UCBOE property and guarantees strict compliance by all of its employees, agents and subcontractors with such policies, rules and regulations. UCBOE will make available to Contractor copies of other applicable UCBOE policies, rules and regulations upon Contractor's request. Upon request by UCBOE, Contractor and its applicable employees and agents will execute UCBOE's standard documents reflecting the obligation to comply with applicable policies, rules and regulations. The requirements of this Section shall apply continuously during the term of this Contract and shall not be limited to normal working hours. Without limiting the generality of the foregoing, Contractor shall be responsible for its acts or omissions in connection with the safety of all persons and property where any Goods and Services or other work are being performed and during performance of such Goods and Services or work. No act, service, drawing review or construction review by UCBOE or its representatives is intended to include review of the adequacy of Contractor's safety measures in, on or near UCBOE's premises.
14. Warranties. Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
15. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by five (5) calendar day notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
16. Termination for Default.
If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within ten (10) calendar days to the satisfaction of UCBOE.

All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.

In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.

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

17. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
18. Indemnification. Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
19. Insurance. Unless such insurance requirements are waived or modified by UCBOE or UCBOE's Department of Insurance and Risk Management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall

meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

20. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
21. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
22. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE. In the event UCBOE approves the Contractor to assign, subcontract or other methods of transferring the interest of this Contract, the Contractor shall warrant all work to be performed in accordance to the contract documents by an individual or company that is qualified and properly licensed in the state of North Carolina to perform such work.
23. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
24. Key Personnel. The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
25. Contract Modifications: This contract may be amended only by written amendment duly executed by both the UCBOE and the Contractor.
26. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBOE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
27. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBOE.
28. Nondiscrimination. During the performance of this Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

29. Conflict of Interest. The Contractor represents and warrants that no member of the UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, during the term of this Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.
30. Gratuities to UCBOE. The right of the Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
31. Kickbacks to Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
32. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.
33. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.
34. Dispute Resolution. At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
 - a. Mediation, pursuant to NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
 - b. Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)

The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.

35. No Third Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.

36. Confidentiality of Student Information. If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or to permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the contract.
37. Background Checks. At the request of UCBOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
38. Jessica Lunsford Act. Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default.
39. E-verification. Contractor shall comply with the requirements of E-Verification NCGS Article 2 of Chapter 64A and the Iran Divestment Act of NCGS 147-86.58.
40. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism. Inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
41. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
42. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
43. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

EXHIBIT 1**SCOPE OF WORK****GENERAL:**

Union County Public Schools is obtaining bids for Chiller Replacements per specifications provided in the bid documents.

Contractor shall field verify all aspects of project to ensure a fully operational system is included in bid proposal. Contractor is to provide all equipment, labor, materials, permits, fees, inspections, etc. for a complete turnkey project. Permits and Inspections shall be provided to the assigned UCPS Project Coordinator.

Note: Specifications are provided in order to give a general description of the Work. Contractor is to visit the site and field verify all existing conditions that affect the design and layout of this project prior to preparation of submittal. Contractor is responsible for all measurements, material lists, and a fully functional system whether specified or implied.

Contractor shall comply with all current local, state, and national codes and regulations. This includes, but not limited to, complying with all ADA requirements. In the event of a conflict between the Scope of Work and code regulations, the Contractor shall notify the assigned UCPS Project Coordinator for direction.

Contractor shall be properly licensed within the state of North Carolina to perform all work listed within the bid documents.

Contractor shall have successfully completed projects of this type and size for a minimum of 5 years. References are to be provided within 24 hours of request.

Chiller Replacement

- Disconnect, remove, and dispose existing air-cooled Chillers #2 and #3 off UCPS property. UCPS will remove refrigerant, parts, etc. prior to removal by Contractor. Existing valves, sensors, piping shall be left in place after chiller removal.
- Provide and install two (2) new 275 Ton, air cooled, 480v/3-phase chillers with wye-delta starters per manufacturer's guidelines and specifications. Acceptable Chiller Manufacturers are Trane, Daikin, and Carrier.
- The installation of the new chillers shall include water flow balancing and factory chiller startup (existing flow = 517 GPM).
- All piping and insulation modifications, electrical connections and modifications, concrete pad etc. are the responsibility of the Contractor. Existing concrete pad may be reused if (1) Contractor determines the pad is in usable condition and (2) it extends at least 4 inches beyond the equipment footprint on all sides.
- Provide or extend electric heat tape as required to protect the chillers and connected exterior chilled water piping.
- New chillers shall be equipped with vibration isolation pads, hot gas by-pass, low ambient controls and hail guards.
- The new chillers shall be equipped with BacNet cards (BacNet over IP), per UCPS control specifications included herein. All new controls shall be compatible with the existing campus wide control systems.
- Chiller water pressure drop shall not exceed 11 feet H₂O.
- All controls disconnect and reconnect to the new chillers shall be the responsibility of the Contractor. All controls shall be of the same manufacturer as existing. Contractor shall coordinate with assigned UCPS Project Coordinator that the newly installed equipment is communicating with the existing BAS properly.
- Chilled water pump shall be controlled by chiller per recommendation of chiller manufacturer and/or specifications.
- Electrical contractor shall verify existing electrical service. Existing electrical disconnect can be reused provided the proper voltage, breaker sizes are per the electrical data provided by the equipment manufacturer, and the wire and breaker sizes shall meet or exceed the electrical code.
- The removal and installation of chillers will require a crane to work above the existing fence.
- Contractor is responsible for all work, materials, and labor to satisfy a complete working system whether specified or implied and to examine existing equipment, electrical panels, concrete pad, and mechanical room, etc. to determine if equipment is compatible with the proposed equipment. Chiller Specifications must be submitted to Owner for approval.

HVAC Controls

New Chiller shall be integrated to existing AX Jace by use of Bacnet over IP Card installed on the chiller. Chiller will be assigned an IP address and all communication is to be Bacnet over IP. Graphics for new chiller are to be updated on the UCPS Tridium AX server to reflect data from the new chiller. All Bacnet points available on the chiller are to be exposed and have read and write capabilities (Open Protocol). Contractor to provide a list of all points that are available.

- A. The following sensors are required:
 - i. Entering Evaporator Water Temperature
 - ii. Leaving Evaporator Water Temperature
- B. The following Controls are to be provided:
 - i. Chiller Start/Stop
 - ii. Chilled Water Pump Start/Stop controlled by the Chiller
 - iii. Chilled Water Flow Status
 - iv. Chilled Water Pump Status
- C. The following Contractors are approved for the control installation:
 - i. Facility Systems Services, Inc. (Danny Fox)
 - ii. Platinum Building Automation (Jason Williams)
 - iii. Environmental Controls (Brett Downs)
 - iv. Carolina Air Solutions (Billy Garrison)

Note: Above is a recommended parts list but may not include all devices needed to complete the project. Contractor is responsible for verifying and including all required materials for turnkey stand-alone controls installation.

UNIT COST:

A Unit Cost shall be provided for one (1) 275 ton Chiller Rental on a monthly basis. The rental may be used to supply needed air in terms of equipment delays or failure of existing equipment. The rental may take place as soon a summer of 2023. Contractor shall also provide the current availability of the chiller rental.

ALLOWANCE:

Definition: A designated amount of funds included in the contract amount for unforeseen conditions. When an unforeseen condition arises, Contractor is to submit a written request for the amount of funds needed. The request shall be accompanied with backup documentation for the request (i.e. materials and labor quotes). If approved, UCPS is to provide a signature of approval to the Contractor. All unused funds will be credited to UCPS at the end of the project. Amount of Allowance Funds allocated to this project is \$15,000.00.

WARRANTY:

All equipment, materials shall be new with full manufacturer's warranty. A minimum of 5 years warranty is required for compressors. Labor and full system operation shall have a minimum of 1 year warranty.

TENATIVE SCHEDULE:

Notice to Proceed anticipated for release:	May 16, 2023
Substantial Completion:	February 28, 2024
Final Completion:	March 10, 2024

All work must be closely coordinated with the assigned UCPS Project Coordinator to ensure no disruption to school activities. If the above dates cannot be met, Contractor shall provide the number of consecutive calendar days required for final completion from issuance of a purchase order.

TAG	NOMINAL TONS	EER AT FULL LOAD	CHILLER CHARACTERISTICS					COMPRESSORS			CONDENSER FAN DATA			ELECTRICAL			MANUFACTURER/ MODEL NUMBER	NOTES
			GPW	EW (°F)	LWT (°F)	ΔP (FT)	OAT (°F)	NUMBER	NUMBER	RIA EA	VOLTS/Ø	MCA	WOP					
ACCH-1,2,3,4	275	9.5	517	54	42	10.5	95	3	18	3.0	480/3	536	700	THANE/THAC-275	1.2			

NOTES:
1. SINGLE POINT POWER CONNECTION, PROVIDE WYE DELTA CLOSED TRANSITION STARTER
2. E.G. SHALL PROVIDE DISCONNECT.

[illegible]

NOTES:

1. CONTRACTOR SHALL COORDINATE LOCATIONS WITH REFLECTED CEILING PLANS.
2. OR APPROVED EQUIVALENT BY CARNES, OR TRUS.
3. SURFACE MOUNTED DEVICES (IN CEILING) SHALL BE LOCATED IN CENTER OF TILE OR OTHER LOCATION AS APPROVED BY ARCHITECT.

TIME	AIR SIDE				WATER SIDE				PACK SIZE		MANUFACTURER MODEL NUMBER
	CFM	TEMP	LAT	MAX	CFM	TEMP	MAX	ROWS	H	L	
		°F	°N	°IN		°F	°IN				
HWC-01-2.3	2170	55	87.8	0.2	3.3	170	55	2	26	24	TRANS/FC
HWC-01-1	1910	80	90	0.0	0.0	150	128	5	2	28	TRANS/FC
HWC-03-1	1740	55	85	0.17	3.78	170	140	3.2	1	24 x 18	TRANS
HWC-03-2	1970	55	87	0.22	2.26	170	140	1.09	1	15 x 15	TRANS
HWC-03-3	1260	55	86	0.15	2.12	170	140	2.12	1	18 x 18	TRANS
HWC-03-4	1260	55	86	0.15	2.12	170	140	1.12	1	24 x 18	TRANS
HWC-03-5	1350	55	85	0.21	9.44	170	140	0.09	2	30 x 28	TRANS
HWC-03-6	1260	55	86	0.17	2.85	170	140	2.1	1	18 x 18	TRANS
HWC-03-7	1260	55	85	0.15	2.85	170	140	2.1	1	18 x 18	TRANS
HWC-03-8	340	540	87	0.08	0.8	170	140	0.12	1	12 x 10	TRANS
HWC-04-1	3230	50	95	0.25	8.4	170	140	0.5	2	28 x 24	TRANS
HWC-04-2	3450	50	95	0.3	15.5	170	140	0.5	2	36 x 28	TRANS
HWC-04-3	3000	50	95	0.25	8.7	170	140	0.5	2	36 x 28	TRANS
HWC-04-4	2360	50	95	0.25	6.9	170	140	0.5	2	30 x 18	TRANS

SPECS	SERVING	CFM		COOLING CAPACITY				HEATING CAP		ELEC.		MANUFACTURER/ MODEL NUMBER	
		TOTAL	MIN. O.A.	MBH	TENT. AIR T ° DB / T ° DB	O.A. T ° DB	EER	MBH	KW	MCA	VOLTS/ø		
1	N153 MACH. RM	200	50	14.3	80	82	95	10.25	5.66	1.6	11.0	208/1	TRANE 4075101A

REC'D (REV) DRAWING (11/03/2006)

OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE DESIGN PROFESSIONAL CANNOT ASSURE ITS ACCURACY AND THIS IS RESPONSIBLE FOR THE ACCURACY OF THIS RECORDING OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO IT. AS A RESULT, THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE RELYING ON IT FOR ANY PURPOSE.



UNITED
Engineering Group, Inc.

DESIGNED AN DRAWN S/11
CHECKED AN DATE 12/21/
PROJECT No. 203039-01

5624 Executive Center Drive
Suite 200
Charlotte, NC 28212
704/332-8473 Voice

5624 Executive Center Drive
Suite 200
Charlotte, NC 28212
704/532-9473 Voice

**ROCKY RIVER/RIDGE ROAD
HIGH SCHOOL**
UNION COUNTY BOARD OF EDUCATION
UNION COUNTY, NORTH CAROLINA

PRINCIPAL	C.B.
PROJECT ARCHITECT	REL.
DESIGNED BY	REL.
DRAWN BY	
CHECKED BY	
PROJECT NUMBER	PR.00

SCHEDULES

SHEET NUMBER

M6.02

DATE 12/07/2014

SCHEDULES

SHEET NUMBER

M6.02

DATE: 12/27/2014



PORTER RIDGE HIGH/MIDDLE SCHOOL
CHILLER REPLACEMENTS
BID NO. 3-97343052

COST PROPOSAL FORM

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

 This proposal is signed by an authorized representative of the firm.

 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.

 The potential contractor has read and understands the conditions set forth in this bid 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 **60** days from the date of the opening, to furnish the subject services for a cost not to exceed:

CCD is defined as consecutive calendar days from issuance of Notice to Proceed.

Chiller Replacement #2	""\$ _____ Total	""Manufacturer/Model#:	_____
		""Current Mfg Lead Time:	_____
		""Completion of Project:	_____ CCD
Chiller Replacement #3	""\$ _____ Total	""Manufacturer/Model#:	_____
		""Current Mfg Lead Time:	_____
		""Completion of Project:	_____ CCD

Discount if awarded all items listed above: \$ _____

Allowance Funds \$ 15,000.00 _____

All Inclusive Total \$ _____ Completion of Project: _____ CCD

Controls Manufacturer: _____ Installer: _____

Unit Cost (Chiller Rental): _____ per month Current Availability: _____

Acknowledge Receipt: Addendum 1: _____ Addendum 2: _____ Addendum 3: _____

Execute:

OFFEROR: _____ LICENSE NO. _____ FEDERAL ID NO. _____

ADDRESS: _____ CITY, STATE, ZIP _____

TELEPHONE NUMBER: _____ FAX: _____ EMAIL: _____

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Typed or printed name)

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

Identification of HUB Certified/ Minority Business Participation

I, _____
(Name of Bidder)

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

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

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

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

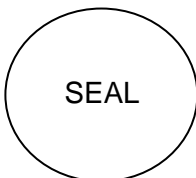
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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

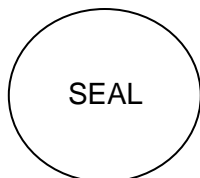
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

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

County of _____

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

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

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

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

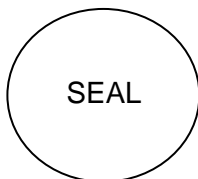
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

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

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

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

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

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

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

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

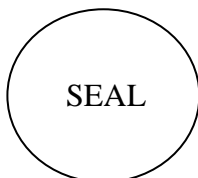
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____



Purchasing and Contract Division

201 Venus Street
Monroe, NC 28112
Phone 704.296.6320 Fax 704.283.2371
www.ucps.k12.nc.us

Board Members
Kathy Heintel - Chairperson
Jimmy H. Bention, Sr. - Vice Chairperson
Sandra Greene
Matt Helms
John J. Kirkpatrick, IV
Sarah May
Joseph Morreale
Todd Price
Gary Sides

Superintendent
Dr. Andrew G. Houlihan

ADDENDUM 1

PROJECT: Porter Ridge Middle/High School-Chiller Replacement

BID DUE DATE: 11:00 a.m., April 12, 2023

Contractor shall fulfill all requirements listed within the bid documents, including additions and changes noted below.

- Unit Cost for Chiller Rentals shall include hookup, tie-ins and startup.
- Name plate on existing chillers state 300 tons; therefore, tonnage of new units shall be 300 tons to match existing.
- Owner will reclaim refrigerant prior to removal of chillers.
- Owner will remove usable parts from the equipment, at their discretion, prior to removal of equipment.

End of Addendum

Growing Possibilities.

In compliance with federal law, UCPS administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.