BRITTAIN ENGINEERING, INC.

P.O BOX 939
HICKORY, NC 28603

828-328-1813
FAX 828-328-1814

INSTRUCTIONS TO BIDDERS

May 13, 2026

Burke County Foothills Higher Education Center
2128 S. Sterling St.
Morganton, NC 28655

Re: Foothills Higher Education Center HVAC Replacement

To: Bidding Contractors

Please find attached design drawings for the replacement of (3) three VRF system consisting of (33) indoor air handlers, (3) outdoor heat pumps along with (4) indoor branch controllers. All new equipment to tie into newly replaced Mitsubishi controller. Existing refrigerant piping to be reused.

Sealed Bids will be accepted until Monday, June 1, 2026 by 12:00 PM. Bids can be delivered or mailed to:

USPS:
Burke County Finance Office
Attn: Brain Nieft
PO Box 219
Morganton, NC 28680

Delivery/FedEx/UPS/Courier:
Burke County Finance Office
Attn: Brian Nieft
200 Avery Avenue
Morganton, NC 28655

Bids will be opened at this time and presented to the Owner for review at Avery Building, 1st Floor Conference Room. After Owner review, the winning bidder will then be notified, and a Pre-Construction meeting will be scheduled to coordinate all work with the Owner's schedule.

A mandatory Pre-bid meeting will be held onsite to survey the Mechanical Room Thursday, May 21, 2026 at 10 AM.

We appreciate your interest in this project and please call or contact us with any questions.

Thanks,

Rodney Brittain, PE
Brittain Engineering, Inc.
rbrittain@brittainengineering.com

BURKE COUNTY
FOOTHILLS HIGHER EDUCATION CENTER
VRF HVAC REPLACEMENT

GENERAL CONDITIONS

ARTICLE 1 - CERTIFICATE OF CONTRACTOR'S BOND AND INSURANCE COVERAGE

1.1 The Contractor shall provide to the Engineer, immediately upon notice of award of Contract, three (3) copies of insurance coverage certification issued by Surety and/or Bonding Underwriters, legally licensed to issue such bond and/or as Underwriters of Liability and Property Damage Insurance in the State of North Carolina.

1.2 Minimum coverage shall be:

a. Workmen's Compensation Insurance and Employee's Liability Insurance covering all employees of the Contractor as required by the Laws of the State of North Carolina. The Contractor shall be responsible to see that all Subcontractors used by him on the project have like Workmen's Compensation Insurance or extend his coverage to all workmen on the project under this contract.

b. Contractor's Property Damage and Public Liability Insurance in the amount of:

General Liability		Automobile Liability
Bodily Injury:		Bodily Injury:
Each Person: $1,000,000	Each Person	$1,000,000
Each Accident: $1,000,000	Each Accident	$1,000,000
Property Damage:		Property Damage:
Each Accident: $1,000,000		Each Accident: $1,000,000

1.3 All the above insurance shall be maintained by the Contractor for the duration of construction and shall not be discontinued until the Owner accepts the work covered by this contract and extends his insurance to this installation. Each coverage certificate shall contain a provision that coverage will not be terminated without thirty (30) days prior written notice to the owner. Such notice shall be delivered by certified United States Postal Service

Copies of Certificates will not be accepted and must come from the Insurer (Fax copy from Insurer will be accepted in emergency situations).

ARTICLE 2 -PERMITS, CODES AND INSPECTIONS

2.1 The Contractor shall, unless otherwise specifically stated give all notices, make arrangements for, obtain and pay for all permits necessary for the execution of work under this contract.

2.2 Local, State and National Code requirements shall govern when plans and specifications are in conflict with or require less than applicable codes. However, plans and specifications shall govern when their requirements meet and exceed the code requirements.

2.3 The Contractor shall not knowingly install any work in violation of codes, laws and/or ordinances even though as shown on the contract drawings without first requesting clarification and specific written instructions to proceed. The Contractor shall notify the Engineer prior to executing the work if there is any question regarding code compliance or shall remove and replace, at no cost to the Owner, any work which the Contractor has knowingly installed in violation of applicable codes and good practice relative to his trade.

ARTICLE 3 - DRAWINGS AND SPECIFICATIONS

3.1 The Contractor is cautioned to read the entire project specifications and the entire set of project working drawings to assure that no reference to work by the Contractor is overlooked and to assure an understanding of the division of work between the various trades and/or contracts.

3.2 The submission of a bona fide bid will be considered as evidence that the Contractor has inspected the job site and understands the conditions under which the work of this contract must be fulfilled. No extra will be allowed for any condition at the site encountered during execution of this contract which could have been determined by a thorough on-site inspection prior to submittal of the bid.

3.3 Where equipment, materials, articles or any particular standard is referred to in the specifications, the Engineer shall decide the question of quality and/or acceptability of alternate "equal" offered based upon the requirements of this contract and performance capacities and other pertinent information supplied to him by the Contractor.

3.4 Working drawings and specifications are not complete without engineering consultation. Certain field adjustments and corrections of conflicts are to be expected. The Engineer recognizes this fact and makes his services available to

the Contractor on this project at all times to answer questions of interpretation or intent and to make any and all decisions wherever problems of any nature arise during course of construction.

3.5 The Contractor is to furnish and install all materials called for in these specifications and accompanying drawings, or both. All items of material, labor or equipment not specifically mentioned by the drawings or specifications, but necessary to complete the work which is obviously intended under this contract shall be furnished as if specified.

3.6 The plans are diagrammatic in nature and it may occur that certain dimensions or locations of equipment or materials require certain changes in the drawings and specifications. In the event that such changes are necessary, they shall be made by the Con*tractor without expense to the Owner, provided that such changes do not require* furnishing more materials or performing more labor than the true intent of the drawings and specifications demand.

3.7 Electronic Copies of all plans and specifications will be provided to the bidding contractor by the Engineer. If the contractor wants hard copies of plans, they can be obtained from Accent Imaging, Inc. located at 725 11th Ave. Blvd. SE, Hickory, NC 28602. Their phone number is 828-322-5050. The contractor shall pay the cost of printing the hard copies.

ARTICLE 4 – SUBMITTALS

4.1 These specifications and drawings are intended to indicate a standard of quality for materials and equipment which is established by the listing of manufacturers' names and catalog numbers and/or by referenced standards. Materials and equipment that do not comply with these standards of quality will not be considered for substitution.

4.2 As soon as practicable and within thirty (30) days after the award of the contract and before beginning the fabrication of any material or the installation of any equipment, data shall be submitted for approval on equipment and materials where noted. Materials (pipe, fittings, etc.) may be listed with the name of the manufacturer and identifying catalogue numbers. Data for equipment shall include manufacturer's name, catalogue data, diagrams, drawings and other descriptive data as required or requested by the Architect for evaluation.

4.3 Notwithstanding any reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalogue number, such references shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product material, fixture, form or type of

construction which in the judgment of the Engineer expressed in writing, is equal to that specified.

4.4 All data shall be carefully examined and shall be forwarded for approval with a signed certification to the effect that the data has been carefully checked and found to be correct with respect to dimensions and available space and that the equipment complies with all requirements of the specifications.

4.5 It is understood that proof of equality is the responsibility of the Contractor and/or supplier and that it is not the responsibility of the Engineer to prove the inequality of the proposed substitutions. Furthermore the decisions of the Engineer is final.

4.6 While it is not the intention of the Engineer to discriminate against any manufacturer of equipment which is equal to specified equipment, a strict interpretation of such equality will be exercised by the Engineer in considering any equipment offered as a substitute for equipment named in the specification It shall be the responsibility of the Contractor to submit with each request for approval of substitute material or equipment, sufficient data to show conclusively that it is equal to the material or equipment specified.

4.7 Each Contractor shall submit shop drawings and/or diagrams for approval and for job coordination in all cases where significant deviations from the contract drawings are contemplated because of job conditions, interferences, or substitutions of equipment, or when requested by the Engineer for purposes of clarification of the Contractor's intent. He shall also submit detailed shop drawings, rough-in sheets, etc., for all special or custom built items of equipment.

4.8 Submittal of shop drawings shall be made electronically with submission to Engineer and owner.

4.9 Should any substitute items be submitted and disapproved, then those items must be furnished exactly as described herein.

ARTICLE 5 - CONSTRUCTION UTILITIES AND SERVICES

5.1 Electrical Power: The Contractor shall be allowed to use power from the existing building power at no expense. .

5.2 Water: The Contractor shall be allowed to use water from the existing building water if required.

5.3 Sanitary Facilities: The Contractor may arrange, if agreeable with and as designated by the Owner, to use the Owner's existing toilet facilities.

ARTICLE 6 - OWNER'S CONTINUED USE OF EXISTING FACILITIES

6.1 The work shall be carried on in a manner which will cause as little inconvenience as possible to the Owner in his normal use of the property and existing facilities.

6.2 The Contractor shall provide and maintain adequate protection coverings over work which might be injured during construction. The Contractor shall be held responsible for all injury or damage to and any such work which may result from his neglecting to provide protection regardless of the cause of damage.

6.3 The Contractor shall instruct his workmen that access to parts of the existing buildings other than those in which the Contractor's work is involved and parts that he has been specifically authorized to use, is strictly prohibited.

ARTICLE 7 - ACCESS TO THE BUILDING

7.1 Before any work begins, each employee must have a Contractor’s Badge to access the building.

ARTICLE 8 - CUTTING AND PATCHING

8.1 The contractor shall be responsible for trenching, cutting and patching existing pavement, cutting and patching existing structures and removal and replacement of existing "built-in" furniture, cabinets and the like.

8.2 No structural member shall be cut or altered without prior written approval.

Cutting of pavement and building materials shall be straight and true (or round) parallel to the main building lines. Cuts shall be made at natural joints or so as to look like a natural joint when finished.

5.3 Patching shall be done by craftsmen skilled in the craft required. Materials shall be the same as that being patched or as nearly so as is available today. Patchwork shall be of the same quality and detail as the original work, such as: paving, base gravel, thermal insulation, caulking, reinforcing rod, flashing, painting, glazing, grass and the like.

5.4 Excavations shall be backfilled to twelve inches (12") above piping with clean soil free of stones, broken concrete, bricks or other hard, sharp objects. The remaining fill shall be placed in twelve inch (12") layers with each layer being thoroughly tamped. The top surface shall be hand raked and fine graded to match the surrounding areas. Previously grassed areas, disturbed by the execution of this contract, shall be fertilized and seeded to establish a dense uniform stand of grass. Areas where grass does not develop shall be reseeded.

ARTICLE 9 - MAINTAIN- WORK AREA AND SITE CLEAN

9.1 Furniture, books, Owner's equipment and floors of building interior area shall be covered with "drop" cloths or sheet polyethylene whenever drilling, cutting or knocking of hole in existing construction is in progress.

9.2 All construction activities debris and waste materials shall be removed from the job site at least once a week and the site left clear of all materials except tools and new materials and equipment to be built into the project or used in completion of the contract work. Materials and equipment shall be stored in a neat orderly manner. Areas within the building shall be cleaned daily.

ARTICLE 10 - FINAL CLEAN-UP

10.1 The Owner reserves the right, should the Contractor fail to clean the site and areas of execution of this contract to the satisfaction of the Owner within a reasonable length of time after completion of the contract work (seven (7) calendar days), to hire a third party to do such final clean up as is required and deduct from the contract amount the actual cost to the Owner for this cleanup.

ARTICLE 11 - MAINTENANCE AND GUARANTEE PERIOD

11.1 The Installing Contractor shall guarantee all material and equipment provided under this contract and all workmanship in connection with the execution of this contract including the activation and initial operation of the system for a period of TWELVE (12) MONTHS from date of final acceptance of work.

11.2 The Contractor shall at no cost to the Owner replace immediately any item or component of equipment or material and/or correct any faulty workmanship which becomes evident within this guarantee period.

ARTICLE 12 - OSHA REQUIREMENTS

12.1 The Contractor shall comply with and be responsible to see that all his Subcontractors engaged in the execution of this contract comply with all applicable portions of the OSHA regulations.

ARTICLE 13 - BUILDING SECURITY

13.1 The Contractor shall make arrangements with the Owner's Representative at the beginning of the project to establish a plan to maintain the normal order of building security during the execution of this contract work. The Contractor shall see that the Owner's normal building security practices are not violated by an action of the

Contractor, his Employees or his Subcontractors. The Contractor shall see that all portions of the building to which he has had access are properly locked or otherwise secured each time he leaves the work site.

ARTICLE 14 - CLOSE-OUT CERTIFICATES

14.1 The Contractor shall deliver to the Architect/Engineer, prior to or in conjunction with his requests for final payment, the original and two (2) copies each of:

Inspection Certificates previously herein specified if applicable.

Mechanical Contractor's letter of Guarantee.

Equipment manufacturer's warranties for all equipment as required.

Affidavit of Payment of Debts and Claims (AIA Form G706).

Affidavit of Release of Liens (AIA Form G706A).

Letter certifying that all materials used on this project do not contain asbestos.

ARTICLE 15 - COMPLETION TIME

15.1 The time of completion shall be established by the owner.

15.3 All work is included in the Mechanical Contract.

ARTICLE 16 – DESCRIPTION OF WORK

16.1 All work is included in the Mechanical Contract including all general construction work, electrical work supports and concrete pads.

The Contractor shall provide all materials and labor required for the Mechanical and Electrical work for the replacement of (3) three VRF system consisting of (33) indoor air handlers, (3) outdoor heat pumps along with (4) indoor branch controllers. All new equipment to tie into newly replaced Mitsubishi controller. Existing refrigerant piping to be reused.

ARTICLE 17 – HAZARDOUS MATERIALS

17.1 The Owner is not aware of any hazardous materials where HVAC and Electrical work is to be performed except in the roofing materials. Should any Contractor working on the project encounter any suspect materials, he shall stop work

immediately and notify the Engineer and the Owner. The Owner will be responsible for any survey and abatement. The Contractor shall not disturb any material that may be suspect.

ARTICLE 18 – MINORITY PARTICIPATION

18.1 Each contractor shall submit the appropriate forms with their proposals.

ARTICLE 19 – CONSTRUCTION SAFETY

19.1 The Contractor assumes all responsibility for the safety of his personnel on the project during construction. The Contract Documents do not include materials, procedures, components, etc. required to insure construction safety. This includes any additional requirements for electrical safety such as arch flash PPE equipment required and gear required and restraints for roof work as may be required.

19.2 Deleted

19.3 Deleted

19.4 All contractors will require all personnel to abide by Burke County Safety Precautions.

16.5 Selected contractor must have a safety coordinator/lead person that insure all contractor, staff and visitors receive appropriate safety orientation and that records are maintained. Safety coordinator must ensure the safety plan is implemented, monitored and maintained. This coordinator must have the OSHA 30 training and be full time onsite if 50 or more employees are working onsite. This also includes any of the Contractor's sub-contractors onsite.

ARTICLE 20 – OPERATING AND MAINTENANCE MANUALS

20.1 The Owner's operating personnel shall be instructed by the Contractor on how to start and operate each item of equipment. Safety features shall be pointed out, particularly the possible troubles which might cause the safety controls to operate and what might be done to remedy the trouble.

20.2 Provide (4) four copies of operating and maintenance manuals. Manuals shall be bound in large ring, loose-leaf binders. Each item shall have a typewritten index tab and contain the following:

Mechanical Contractor's name, address, telephone number and emergency telephone number. (First indexed section).

Manufacturer's instructions and/or installation manual.

Manufacturer's service manual.

Manufacturer's lubrication chart listing types of lubricant to be used on each item of equipment and recommended frequency of lubrication.

Electrical diagrams of each equipment "packaged" control system.

Diagrams of automatic temperature control systems, identifying each by name, location and number showing sequence of operation. Each component of a control system shall be identified. All diagrams shall be up-to-date, reflecting any on-the-job changes.

Parts lists and identifying part numbers with prices of each part. The name and address of the nearest distributor from which parts can be obtained.

ARTICLE 21 – WARRANTY

21.1 This contractor shall warrant all workmanship, material, equipment systems, etc., provided by him for a period of one year after substantial completion of the project. This warranty means that this contractor shall make good to the Owner, at no cost, any defects that become apparent during the year following substantial completion. This warranty is in addition to any other guarantees or warranties and is not intended to limit such other guarantees or warranties. A copy of this warranty and the manufacturer’s warranties shall be included in the Operating and Maintenance Manuals.

ARTICLE 22 – AS-BUILT DRAWINGS

22.1 Upon completion of this project, the contractor shall provide to the Engineer a set of As-Built drawings showing any and all changes that were made during the installation of this project. The contractor shall keep onsite a clean set of drawings for all contractors to red line with any changes made during the installation. At the end of the project, these drawings shall be provided to the Engineer to update the bid documents to “As-Built” drawings.

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between Burke County (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Mechanical Contract
VRF HVAC Replacement
Foothills Higher Education Center
Morganton, NC

Article 2. ENGINEER.

The Project has been designed by **BRITTAIN ENGINEERING, INC.**
P.O. Box 939
Hickory, NC 28603

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3. 1. The Work will be substantially completed on or before August 01, 2026 and completed and ready for final payment in accordance with the General Conditions on or before November 28, 2026.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand dollars ($ 1,000) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be assessed for each school site at which the Work is not timely substantially complete as provided herein. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred dollars ($ 500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4. 1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Base Bid $ _____

Alternate Bids $ _____

Total Contract $ _____

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 5.1 below. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5. 1. 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold.

95% of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 6. INTEREST.

All moneys not paid within 45 days of becoming due as provided in the General Conditions shall bear interest at the rate of one percent (1%) per month, pursuant to applicable law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7. 1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work,

site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all drawings, specifications and on site physical conditions and accepts the determination of the extent of the technical data contained in such drawings, specifications and on site physical conditions on which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8. 1. This Agreement (pages 1 to 5 inclusive).

8.2. Exhibits to this Agreement (pages ___ to ___ inclusive).

8.3. Performance and other Bonds, identified as exhibits "A" and consisting of ____pages.

8.4. Notice of Award.

8.5. General Conditions (pages _1_ to _7_ inclusive).

8.7. Specifications bearing the title HVAC REPLACEMENT FOR BURKE COUNTY FOOTHILLS HIGHER EDUCATION CENTER, MORGANTON, NC and consisting of Divisions and Sections, as listed in table of contents thereof.

8.8. Drawings, consisting of a cover sheet and sheets numbered C-1, M-1 thru M-4, E-1 & E2 inclusive with each sheet bearing the following general title:

8.9. Addenda numbers ___ to ___ inclusive.

8.10. CONTRACTOR's Bid (pages ___ to ___ inclusive) marked exhibit "B"

[Attach Bid Form only in special circumstances.]

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.13. The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 This agreement shall be interpreted pursuant to the laws of the State of North Carolina. The venue for any dispute arising hereunder shall be Superior Court in Henderson County, North Carolina.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____

OWNER Burke County

200 Avery Ave

Morganton, NC 28655

By _____

Brian C. Epley
County Manager

CONTRACTOR_____

_____

_____

By _____

(Printed Name and Title)

_____
Corporate Secretary
License No._____
(CORPORATE SEAL)

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

_____ _____
Finance Director or Deputy Finance Director Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE

as Principal, and _____

_____

as Surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina through _____ as Obligee, in the penal sum of _____ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____ 2026

WHEREAS, the said Principal is herewith submitting proposal for BURKE COUNTY HIGHER EDUCATION CENTER HVAC REPLACEMENT and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____
(Contractor)

_____

Name of Surety: _____

_____

Name of Contracting Body: _____

_____

Amount of Bond: _____

Project: _____

_____

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, identified as 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.

IN WITNESS WHEREOF, the above-bounden 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.

Executed in four (4) counterparts.

Witness:

_____
(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Ass't. Sec. only)

_____
Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. only)

(Corporate Seal)

_____
(Surety Company)

Witness:

_____

By:_____

Title: _____

(Attorney in Fact)

Countersigned:

_____

_____
(N.C. Licensed Resident Agent)

_____

_____

_____
Name and Address-Surety Agency

_____

_____
Surety Company Name and N.C.
Regional or Branch Office Address

(Surety Corporate Seal)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

_____

Name of Contracting Body: _____

Amount of Bond: _____

Project: _____

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 CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and 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.

IN WITNESS WHEREOF, the above-bounden 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.

Executed in four (4) counterparts.

Witness:

_____
Contractor: (Trade or Corporate Name)

_____
(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title: _____
(Owner, Partner, or Corp. Pres.
or Vice Pres. only)

By: _____

Title: _____
(Corp. Sec. or Ass't. Sec. only)

(Corporate Seal)

_____
(Surety Company)

Witness:

By: _____

_____

Title: _____
(Attorney in Fact)

Countersigned:

_____

(Surety Corporate Seal)

_____
(N.C. Licensed Resident Agent)

_____

_____
Name and Address-Surety Agency

_____

_____
Surety Company Name and N.C.
Regional or Branch Office Address

SHEET FOR ATTACHING POWER OF ATTORNEY

SHEET FOR ATTACHING INSURANCE CERTIFICATES

APPROVAL OF THE ATTORNEY GENERAL

CERTIFICATION BY THE OFFICE OF BUDGET AND MANAGEMENT

Provision for the payment of money to fall due and payable by the

under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This _____ day of _____ 20_____.

Signed

_____
Budget Officer

STATE OF NORTH CAROLINA
COUNTY SALES AND USE TAX REPORT
SUMMARY TOTALS AND CERTIFICATION

CONTRACTOR: _____ Page _____ of _____

PROJECT: _____ FOR PERIOD: _____

	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL ALL COUNTIES
CONTRACTOR							
SUBCONTRACTOR(S)*							
COUNTY TOTAL							

* Attach subcontractor(s) report(s)
** Must balance with Detail Sheet(s)

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

_____
Print or Type Name of Above

My Commission Expires: _____

Seal

NOTE:
This certified statement may be subject to audit

STATE OF NORTH CAROLINA
SALES AND USE TAX REPORT DETAIL

CONTRACTOR: _____ Page _____ of _____

SUBCONTRACTOR _____ FOR PERIOD: _____

PROJECT: _____

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	INVOICE TOTAL	COUNTY TAX PAID	COUNTY OF SALE *
				$	$	
				TOTAL:	$	

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of $300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

SECTION A: INTENT

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
   a. Black, that is, a person having origins in any of the black racial groups in Africa;
   b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
   c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
   d. American Indian, that is, a person having origins in any of the original peoples of North America; or
   e. Female

2. Minority Business - means a business:
   a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
   b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".

4. Public Entity - means State and all public subdivisions and local governmental units.

5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.

6. Designer – Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.

7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.

9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.

10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

   The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:
   a. Identify those areas of work for which there are minority businesses, as requested.
   b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
   c. Assist in the determination of technical assistance needed by minority business contractors.

   In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:
   (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
   (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
   (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
   (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
   (5) The HUB Office also oversees the minority business program by:
      a. Monitoring compliance with the program requirements.
      b. Assisting in the implementation of training and technical assistance programs.
      c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
      d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office
   The State Construction Office will be responsible for the following:

   a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
      (1) Project description and location;
      (2) Locations where bidding documents may be reviewed;
      (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
      (4) Date, time and location of the bid opening.
      (5) Date, time and location of prebid conference, if scheduled.

   b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.

c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
d. Reviewing of minority business requirements at Preconstruction conference**.**
e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
f. Provide statistical data and required reports to the HUB Office.
g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

3. Owner
Before awarding a contract, owner shall do the following:

a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
b. Attend the scheduled prebid conference.
c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
    1. A description of the work for which the bid is being solicited.
    2. The date, time, and location where bids are to be submitted.
    3. The name of the individual within the owner's organization who will be available to answer questions about the project.
    4. Where bid documents may be reviewed.
    5. Any special requirements that may exist.
d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment**.**
i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

4. Designer
Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with

corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

e. During construction phase of the project, review "MBE Documentation for Contract Payment" – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
f. Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors
Under the single-prime bidding, the separate-prime biding, construction manager at risk and alternative contracting methods, contractor(s) will:

a. Attend the scheduled prebid conference.
b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
   (1) A description of the work for which the subbid is being solicited.
   (2) The date, time and location where subbids are to be submitted.
   (3) The name of the individual within the company who will be available to answer questions about the project.
   (4) Where bid documents may be reviewed.
   (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

   If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.
d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
e. Identify on the bid**,** the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), "MBE Documentation for Contract Payment" – (Appendix E), for designer's review.
j. During the construction of a project, at any time**,** if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing**,** of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities
While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES
It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

SECTION 5: These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: www.nc-sco.com

SECTION 6: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: http://www.nc-sco.com

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

(1) Contacting 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 or proposal date and notifying them of the nature and scope of the work to be performed.

(2) Making 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 bid or proposals are due.

(3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.

(4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

(5) Attending any prebid meetings scheduled by the public owner.

(6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.

(7) Negotiating in good faith with interested minority businesses and not rejecting 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) Providing 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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

(9) Negotiating 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) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Date: _____ Approved/Certified By: _____
Name

_____
Title

_____
Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

(Revised on 3/14/2003)

Identification of Minority Business Participation

I,_____,
(Name of Bidder)

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

Firm Name, Address and Phone #	Work type	*Minority Category

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

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

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

County of _____

(Name of Bidder)

Affidavit of_____

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

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

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

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of North Carolina, County of_____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

State of North Carolina --AFFIDAVIT 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 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: _____

SEAL

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

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

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

_____
(Project 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	Work description	Dollar Value

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

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

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

Date:_____ Name of Authorized Officer:_____

SEAL

Signature:_____

Title:_____

State of North Carolina, County of _____

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

Notary Public_____

My commission expires_____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

(Name of Bidder)

Affidavit of: _____

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

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

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

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster.

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

MECHANICAL

CONTRACT PROPOSAL

Burke County
Foothills Higher Education Center
2128 S. Sterling St.
Morganton, NC 28644

RE: Contract Proposal – Mechanical, HVAC Replacement
Burke County
Foothills Higher Education Center
2128 S. Sterling St.
Morganton, NC 28644

Gentlemen:

The undersigned, as individual or authorized agent for the Bidder, hereby declares that the only person, persons, firm or corporation having interest in this proposal as individual or principal or principals in the firm or corporation is named herein and that no other person than herein mentioned has any interest in this proposal; that it is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

We acknowledge receipt of the below listed addenda to the contract drawings, specifications and documents and have duly considered them in preparing this proposal:

Identification No. and Date	Date Received

(If none has been received, state: "None")

The Bidder proposes and agrees if this proposal is accepted, to contract with Burke County, in the form of a Purchase Order, to furnish all necessary materials, equipment and supervision necessary for the HVAC Replacement for BURKE COUNTY HIGHER EDUCATION CENTER in accordance with drawings, specifications and contract documents dated April 27, 2026 to the full and entire satisfaction of Burke County, its authorized agents and **BRITTAIN ENGINEERING, INC.**, Consulting Engineers, with the definite understanding that no money will be allowed or credited for additional or omitted work except as specifically authorized in writing as set forth in the General Conditions of

the Contract for Construction for the Lump Sum of:

Mechanical Contract Base Bid:

_____

_____

_____Dollars ($_____).

The Contractor specifically agrees to and accepts the contract completion date to be determined as per **ARTICLE 15 of the GENERAL CONDITIONS.**

Respectfully submitted this _____ day of _____ 2026.

By:_____

(Legal name of person, firm or corporation submitting Proposal)

By:_____

_____

Signature and title of person, firm or corporation authorized to obligate the person, firm or corporation making this proposal)

_____

_____

(Address)

_____

(Contractor's N. C. License Number):_____