



**INVITATION FOR BID**

**PWC2324070**

**PREFABRICATED RELAY CONTROL HOUSE FOR  
TWO (2) SUBSTATIONS: FTCC AND MURRAY FORK**

**Date of Issue: Tuesday, April 30, 2024  
Date of Opening: Tuesday, May 21, 2024**

**Direct all inquiries concerning this IFB to:**

**JoAnn Bowman  
Procurement Advisor  
[procurement@faypwc.com](mailto:procurement@faypwc.com)**

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**ADVERTISEMENT FOR BID  
FAYETTEVILLE PUBLIC WORKS COMMISSION  
PREFABRICATED RELAY CONTROL HOUSE FOR TWO (2) SUBSTATIONS: FTCC AND  
MURRAY FORK**

**Cumberland County  
North Carolina**

Bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Procurement Department/Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **1:00 p.m., Tuesday, May 21, 2024**, for the **PREFABRICATED RELAY CONTROL HOUSE FOR TWO (2) SUBSTATIONS: FTCC AND MURRAY FORK.**

Enclosed please find the Instructions to Bidders, Detailed Specifications, and Bid Pricing Form. Bids shall be submitted on the forms provided herein, or exact copies thereof, and the bidder shall return one copy of the entire bid packet along with the completed Bid Pricing Form and any other information specified in the bid documents.

Questions regarding this bid must be submitted in writing to the attention of JoAnn Bowman, at [procurement@faypwc.com](mailto:procurement@faypwc.com) no later than **5:00 p.m., EST Monday, May 6, 2024**, in order to be considered for a response.

Mailed bids must be addressed to **JoAnn Bowman**, Procurement Advisor, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **BID: PWC232470-PREFABRICATED RELAY CONTROL HOUSE FOR TWO (2) SUBSTATIONS: FTCC AND MURRAY FORK** and shall indicate the name, and address of the bidder. No electronic submissions will be accepted.

Fayetteville Public Works Commission reserves the right to reject any or all bids for any reason determined by PWC to be in its best interest, or to award the bid to the lowest responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

**FAYETTEVILLE PUBLIC WORKS COMMISSION**  
Candice Kirtz  
Director of Supply Chain

**INSTRUCTIONS TO BIDDERS  
FAYETTEVILLE PUBLIC WORKS COMMISSION  
PREFABRICATED RELAY CONTROL HOUSE FOR TWO (2) SUBSTATIONS: FTCC, AND  
MURRAY FORK**

**PURPOSE AND BACKGROUND**

Fayetteville Public Works Commission intends to solicit bids from qualified vendors to furnish and deliver all materials and equipment (except materials and equipment specified to be furnished by the Owner) complete and conforming to the Technical Specifications for a Prefabricated Relay Control House for two (2) 69 to 25/15KV substations located at Fayetteville Technical Community College (FTCC) and Murray Fork Rd, all as set forth in the Bid Schedules.

**OBJECTIVE OF THE REQUEST**

It is the intent of this bid invitation to obtain pricing for **PREFABRICATED RELAY CONTROL HOUSE FOR TWO (2) SUBSTATIONS: FTCC AND MURRAY FORK** within the detailed specifications section of this Invitation for Bid (IFB). You are requested to submit your bid on the enclosed Bid Pricing Form.

**IFB SCHEDULE**

The following table shows the schedule of events to prepare your organization’s response. The key deadlines and targeted dates for this process are as follows:

Action	Responsibility	Date/Time
Submit Written Questions	Bidders	Monday, May 6, 2024 by 5:00 P.M. ET
Provide Response to Questions	PWC	Friday, May 10, 2024 by 5:00 P.M. ET
Submit IFB	Bidders	Tuesday, May 21, 2024 by 1:00 P.M. ET
Target Commission Date	PWC	Wednesday, June 12, 2024
Target Council Date	PWC	Monday, June 24, 2024
Award /Sale of Goods Agreement	PWC	Tuesday, June 25, 2024

**QUESTIONS**

Written questions shall be e-mailed to [procurement@faypwc.com](mailto:procurement@faypwc.com) by the date and time specified in the IFB schedule. Bidders will enter “**IFB PWC PWC2324070 – Questions**” as the subject of the email.

Questions received prior to the submission deadline date, the Procurement Advisor’s response, and any additional information deemed necessary by PWC will be posted in the form of an addendum to the PWC website and shall become an Addendum to this IFB. No information, instruction, or advice provided orally or informally by any PWC personnel, whether made in response to a question or otherwise concerning this IFB, shall be considered authoritative or binding. Firms shall rely only on written material contained in an Addendum to this IFB.

Inquiries should be submitted no later than the date and time noted in the IFB schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral

interpretations shall have no effect.

## **MINORITY, WOMEN, AND DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) PROGRAM / SMALL LOCAL SUPPLIER (SLS) PROGRAM**

PWC is committed to promoting the utilization of Minority, Women, and Disadvantaged Businesses in PWC's geographical statistical area (GSA) by providing equal opportunity for participating in all aspects of PWC's contracting and procurement programs. The GSA consists of NCDOT division areas 3-8, and 10. PWC is also committed to promoting the utilization of small, local businesses in the Fayetteville Metropolitan Statistical Area (MSA) by increasing opportunities for those businesses to participate in PWC procurements. The MSA consists of Cumberland County, Hoke County, and Harnett County.

PWC requires Firms to report efforts to utilize Minority, Women, and Disadvantaged Business Enterprises (MWDBEs) and Historically Underutilized Businesses (HUBs) for specific projects and requires all Firms to report all such efforts for MWDBEs, HUBs, and Small Local Suppliers regardless of the requirements of a specific project. **Bidders shall document any good-faith efforts and utilization in the MWDBE forms provided within Attachment F.**

In accordance with PWC's MWDBE Program, the goal shall be to award four percent (4%) of the total contract dollars to MBE firms and four percent (4%) to WBE firms. A complete copy of PWC's MWDBE Program is available for inspection at PWC Procurement Department.

The following is a list of the efforts that should be made by the prime service provider to encourage MWDBE participation. In order to receive credit for having made "good faith efforts", the prime service provider should document all actions taken to include the following:

- 1) Attending pre-bid meetings scheduled by the department;
- 2) Identifying selected specific items of the project which could be executed by a MWDBE;
- 3) Soliciting MWDBE service provider participation in a reasonable time before the proposals are due through advertisements in circulation media, trade publications, and minority-focused media;
- 4) Contacting local firms, firms owned by minorities or women, and associations or business development centers which disseminate information to local businesses and businesses owned by minorities or women in a timely manner to allow sufficient time for MWDBEs to respond;
- 5) Following up on initial solicitations of interest by contacting the MWDBE to determine whether the MWDBE was interested in performing specific items of the project;
- 6) Attempting to enter into joint venture or partnership arrangements with MWDBEs and provide interested MWDBEs with information about the requirements for the project;
- 7) Providing assistance to MWDBEs in the review of proposals and work to be done by sub-service providers;

- 8) Using available directories of certified MWDBEs and other available resources;
- 9) Ensuring that the proposer negotiated in good faith with the MWDBE and did not unjustifiably reject as unsatisfactory quotes prepared by any Minority, Women, or Disadvantaged Business Enterprise;
- 10) Making every effort to obtain Minority, Women, or Disadvantaged Business Enterprise participation that could reasonably be expected to produce a level of participation sufficient to meet the goals of PWC; and
- 11) Providing interested minority, women, and disadvantaged businesses with information relative to project requirements

**REFERENCES**

Bidders shall provide at least three (3) different references for which your company has supplied the exact model of equipment offered. PWC may contact these references to determine the commodity provided are substantially similar in scope to those requested in Attachment A and that the bidder’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the bid. If PWC is referenced, it cannot be counted towards your three (3) required references but may be included in addition to.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL
Fayetteville Public Works Commission, if applicable			

**SUBMISSION INSTRUCTIONS**

- 1) Bids should be complete and carefully worded and should convey all the information requested in the IFB. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder’s capabilities to satisfy the requirements of the IFB. Emphasis should be on completeness and clarity of content. If the bid includes any comment over and above the specific information requested in the IFB, the bidder should include this information as a separate appendix to its bid. Bids that include clarifications or modifications to any of the IFB’s contractual requirements, or a bidder’s standard terms and conditions, may be deemed non-responsive and not considered for award at PWC’s discretion.

Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the IFB. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration. PWC reserves the right to accept or reject any bid and to

annul the bidding process and reject all bids at any time prior to award of a Sale of Goods Agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reasons for PWC's action.

- 2) Bids may be withdrawn by the bidder only in writing and if receipt of such withdrawal is acknowledged by PWC prior to the time for the bid submittal deadline identified in the Advertisement for Bidders (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the bidder's letterhead and signed by an official of the bidder duly authorized to make such request. Any withdrawal request made after the bid submittal deadline shall be allowed only if the price bid was based upon a mistake that constituted a substantial error, provided the bid was submitted in good faith, and then only pursuant to the terms of N.C.G.S. § 143-129.1.

Bids submitted in an envelope must have the bid title, date, and time of the bid submittal deadline on the front of the envelope no later than the bid due date and time. The bid will be due at the **Fayetteville Public Works Commission, Administration Building, Procurement Department, 955 Old Wilmington Road, Fayetteville, NC 28301**. No electronic submissions will be allowed.

- 3) Bids will be examined promptly after the due date and an award will be made at the earliest possible date. Bids must be held firm for PWC for a period of sixty (60) days after the bid due date. A purchase order will be issued to the awarded bidder.
- 4) Bidders shall submit bids only on the Bid Pricing Forms provided herein, or exact copies thereof (**See Exhibit B – Bid Pricing Form**). Failure to provide full and complete Bid Pricing Forms may result in a bid being deemed non-responsive.
- 5) All bids must be signed by an authorized official of the bidder. Bids may be rejected for any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
- 6) Do not submit alternate bids unless specifically called for on the Bid Pricing Forms.

## **QUANTITIES AND PRICING**

- 1) Quantities listed are estimates ONLY based on historical usage. PWC does not guarantee a minimum or maximum quantity to be purchased.
- 2) All bidders are advised to include all costs incurred by the bidder in delivering the **PREFABRICATED RELAY CONTROL HOUSE FOR TWO (2) SUBSTATIONS: FTCC AND MURRAY FORK** to the following address in their bid submittal:

### **RELAY CONTROL HOUSE FOR FTCC**

278 Devers Street

Fayetteville, NC 28303

### **RELAY CONTROL HOUSE FOR MURRAY FORK**

125 McFadyen Dr.  
**Fayetteville, NC 28314**

## **EVALUATION AND AWARD**

- 1) An award of a contract is subject to the approval by the Board of Commissioners of PWC and the Fayetteville, North Carolina City Council.
- 2) PWC reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Bidder prior to award, and during the Sale of Goods Agreement term, as PWC deems necessary to determine that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Sale of Goods Agreement.
- 3) PWC reserves the right to request additional information from bidders to aid in the evaluation process. This information may include but is not limited to, financial statements, a reference list of contracts of similar size, etc.
- 4) PWC reserves the right to make a single award for all items or may award separate contracts to multiple bidders for various items to the lowest responsive, responsible bidder or bidders, taking into consideration product quality, performance to PWC, and conformity with the specifications in these bid documents and lead time. PWC may also consider, among other things, the Bidder's past performance conduct on other contracts, and other information as PWC deems necessary to assist in the evaluation of any bid.
- 5) The Sale of Goods Agreement will be awarded for a period of one (1) year to begin after contract execution date.

## **DELIVERY AND PAYMENT**

- 1) Delivery to be made F.O.B. to the following addresses:

### **RELAY CONTROL HOUSE FOR FTCC**

278 Devers Street  
Fayetteville, NC 28303

### **RELAY CONTROL HOUSE FOR MURRAY FORK**

125 McFadyen Dr.  
Fayetteville, NC 28314

- 2) Deliveries shall be made between the hours of **9:00 a.m. and 3:00 p.m., Monday through Friday**, within the time frame specified on the Bid Pricing Form.
- 3) Payment for equipment, material, supplies, etc. purchased pursuant to this bid shall be made by Public Works Commission approximately thirty days after the same has been delivered, inspected, approved and the invoice received in the PWC Accounts Payable Office, P.O. Box

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**PREFABRICATED RELAY CONTROL HOUSE FOR TWO (2) SUBSTATIONS: FTCC AND MURRAY FORK**



1089, Fayetteville, North Carolina 28302.

**ATTACHMENT A: TECHNICAL SPECIFICATIONS & DRAWINGS**

**PUBLIC WORKS COMMISSION  
FAYETTEVILLE, NORTH CAROLINA**

**PREFABRICATED RELAY CONTROL HOUSES FOR  
FTCC AND MURRAY FORK 69 TO 25/15KV SUBSTATIONS**

<b>TECHNICAL SPECIFICATIONS</b>
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**1.0 Scope**

These Specifications cover the design, manufacture, delivery, and installation, in good order, for two (2) prefabricated steel relay control houses, as specified herein, and as required for the operation of the Fayetteville Technical Community College (FTCC) Substation, and Murray Fork 69 to 25/15KV Substations.

The work shall include furnishing all labor, materials, equipment, and supplies, except materials and equipment to be furnished by others, necessary for the complete fabrication of the prefabricated relay control house including all primary and secondary structural framing members, connecting bolts, covering adjustable louvers, doors, flashing, closures, sealer, insulation, house wiring for outlets, switches, ventilation, light fixtures, electric distribution panels, and other miscellaneous items as shown or called for in the Drawings or Specifications. The building is to be used for the substation relay control house upon their completion. The building shall be completely wired and fully built when delivered. The Bidder will unload the building and place it on the foundation. Any parts removed for shipment shall be reinstalled by the Bidder. The intent of this specification is that the Bidder deliver and install, two (2) fully functional 13'-8" x 30' with 10'-6" high interior control buildings, minus relay control switchboards, batteries, and battery rack, for the following PWC substations FTCC, and Murray Fork 69 to 25/15KV Substations.

**2.0 General Conditions**

- 2.1 All materials and equipment shall be new.
- 2.2 These Specifications describe the type, size and characteristics of the various materials and equipment required to be furnished. The Drawings indicate general arrangement, equipment location and spacing.
- 2.3 Strict adherence to these general Specifications and Drawings is requested to facilitate checking and consideration of the Proposal.
- 2.4 Proposals shall include the following:
  - 2.4.1 A complete bill of materials for the building, identifying each item by catalog number, manufacturer, ratings, characteristics, types, sizes, etc., of all materials and equipment included. A simple statement that all necessary materials and equipment will be provided is not acceptable.
  - 2.4.2 Prices shall include the cost of delivery to the substation control house concrete pad.
- 2.5 All construction shall be performed in a workmanlike manner and shall conform to the Drawings and Specifications. The installation shall conform to the latest editions of the National Electric Code, and Uniform Building Code.
- 2.6 The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if both were called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any other items necessary to do a complete job.
- 2.7 The Bidder shall wire all electrical interconnections in the building. This includes AC and DC supply to all equipment in the building.

### **3.0 Special Conditions**

#### **3.1 Defective Materials, Equipment and Workmanship**

- 3.1.1 All materials and equipment furnished hereunder shall be subject to the inspection, tests, and approval of the Commission and the Bidder shall furnish all information required concerning the nature or source of any materials and equipment and provide adequate facilities for testing and inspecting the materials and equipment at the plant of the Bidder.
- 3.1.2 The materials and equipment furnished hereunder shall become the property of the Commission when delivered at the point to which shipment is to be made, provided, however, that the Commission may reject any such materials and equipment as does not comply with the Specifications for materials and equipment and warranties of the Bidder and manufacturers. Recognition and subsequent rejection of any defective materials and equipment may occur either before or after incorporation of such materials and equipment into the facilities, provided such rejection is made within one (1) year from date-of-delivery of the materials and equipment. Upon any such rejection, the Bidder shall replace the rejected materials and equipment with materials and equipment complying with the Specifications for materials and equipment and warranties, F.O.B. truck at suitable destination. The Commission shall return the rejected materials F.O.B. truck at the same destination. In the event of the failure of the Bidder to so replace rejected materials and equipment, the Commission may make such replacement and the cost and expense thereof shall be paid by and recoverable from the Bidder.

#### **3.2 Miscellaneous**

The Bidder shall hold harmless and indemnify the Commission, its agents and employees, from any and all claims, suits and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The Bidder shall defend any suit or proceeding brought against the Commission, its agents or employees, based upon a claim that the materials and equipment or any part thereof constitute an infringement of any patent, or if the Bidder shall fail to defend such suit or proceeding, the Commission may do so and the Bidder shall make reimbursement for the expense of such litigation. If the materials and equipment, or any part thereof is enjoined, the Bidder shall, at its own expense; either procure for the Commission the right to continue to use the materials and equipment, or such part thereof, or shall replace the materials and equipment, or such part thereof, with non-infringing materials and equipment.

### **4.0 Standards**

All equipment and materials covered by these Specifications and all tests applied thereto shall, unless otherwise stated herein, be in accordance with the applicable provisions of the latest editions of the Standards of the AISC, AISI, AWS, ASTM, ACI, ANSI, AEIC, BOCA, IBC, IEEE, MBMA, NEMA, NESC, NFPA, OSHA and SSPC.

Where the term "Standards" is used in the Specifications, it shall be understood to refer to the above Standards.

### **5.0 Drawings and Instruction Books**

The Bidder shall provide adequate documentation to fully describe the equipment being furnished. Each set of Approval and Final Drawings and documentation shall include, but not be limited to, the following information.

- a. List of Material which shall include a complete description of all items furnished including quantity, catalog numbers, ratings, and manufacturer.
- b. Structural, electrical, and mechanical drawings for the preassembled steel control house.
- c. Heating, ventilation, and air-conditioning calculations shall be submitted for approval with structural drawings.

- d. Structural calculations for control house lifting lug design shall be submitted with approval drawings.
- e. The building manufacturer shall furnish complete Drawings showing anchor bolt settings, sidewall, under wall, and roof framing, transverse cross-sections, covering and flashing details, and accessory installation details.
- f. The control house shall be designed for earthquake zone one (1). Structural drawings shall note earthquake certification and bear the seal of a professional engineer.

All Drawings shall have marked on each sheet the label, as appropriate:

**PUBLIC WORKS COMMISSION – FAYETTEVILLE, NORTH CAROLINA  
13’-8” x 30’ with 10’-6” INTERIOR HEIGHT PREFABRICATED RELAY CONTROL HOUSE  
FOR TWO (2) SUBSTATIONS FTCC and MURRAY FORK**

Dimensional information shown on all Drawings shall be stated in feet and inches.

5.1 Drawings Furnished with Specifications

Drawings have been prepared for the Commission's substation. A list of drawings is located in the Appendices.

5.2 Drawings Furnished by Manufacturer

5.2.1 Approval Drawings

Before proceeding with fabrication, All Drawings and documentation shall be submitted directly to the Public Works Commission; Attention: Mr. Joel Valley, 955 Old Wilmington Road; Fayetteville, NC 28301 [joel.valley@faypwc.com](mailto:joel.valley@faypwc.com) to demonstrate that all parts conform to the requirements and intent of these Specifications. Each set of Drawings shall include those Drawings as outlined in Section 5.0.

For drawing approval, the manufacturer shall submit two (2) sets each of the Drawings.

Approval of Drawings shall not be held to relieve the manufacturer of obligations to meet all requirements in the Specifications, of responsibility for correctness of the Drawings, or of responsibility to meet original shipping promise on the basis of the Commission being allowed two (2) weeks for approval.

Receipt of Approval Drawings by the manufacturer constitutes authorization for manufacture only, based upon the corrections found thereon.

The Owner may require a second submittal of Shop Drawings if, in the opinion of the Owner, such is required due to the extent of changes required on the first submittal. If an extension of time is required due to a protracted drawing approval process, the price will remain as quoted for the quoted delivery.

5.2.2 Final Drawings

Contingent upon Approval Drawing review and product manufacture, the Bidder shall issue final documentation as follows:

- a. One (1) complete set of all Drawings, revised to "as-built" status.
- b. One (1) complete set of all Drawings, revised to "as-built" status, released on two (2) separate CD-ROMs, compatible with AutoCAD 2016 thru 2021.
- c. The specified number of copies of applicable bound instruction books, including one (1) print each of all Drawings representing physical and electrical details as furnished per paragraph 5.0 plus one (1) copy each of renewal parts catalog.

- d. **Two (2) copies of bound instruction books and drawings shall be furnished for each control house.**
- e. Two (2) copies of certified test reports corresponding to functional performance measurements after final assembly shall be furnished for each control house.
- f. All Drawings are to be certified correct and supplied within a reasonable length of time prior to shipment of the equipment.

## **6.0 Shipping**

- 6.1 Equipment shall be shipped upright to the substation site in an open-top truck so as to facilitate crane unloading by the Materialmen's contractor.
- 6.2 The method of packing and loading shall be such as to protect all parts from dampness, corrosion, breakage, or vibration damage that might reasonably be encountered in transportation and handling.
- 6.3 Release for shipment is to be granted by either the Commission or the Engineer based upon the manufacturer's compliance with the following:
  - 6.3.1 Approval of factory inspection as called out in General Conditions, Section 8.0.
  - 6.3.2 Furnishing of the required number of copies of the Final Drawings, test reports, and instruction books as called for in the Specifications.
  - 6.3.3 Coordination of manufacture and delivery with the Commission's construction schedule as may be noted in the Specifications.
  - 6.3.4 Thirty (30) days notification of tentative shipping schedule and two (2) working days notification prior to all deliveries.
- 6.4 Shipments will be received only between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday. See appendices for substation vicinity maps for location of delivery.  
Control House Fayetteville Technical Community College (FTCC) #1 Ship To: 278 Devers Street, Fayetteville, NC 28303  
Control House (Murray Fork) #2 Ship To: 125 McFadyen, Fayetteville, NC 28314
- 6.5 See appendices for substation vicinity maps for location of delivery.

## **7.0 Building Construction**

- 7.1 Design
  - 7.1.1 Design and construction shall conform to the latest applicable standards as issued by the following agencies:
    - a. American Institute of Steel Construction (AISC)
    - b. American Welding Society (AWS – USA)
    - c. National Electric Manufacturers Association (NEMA)
    - d. National Electric Code (NEC) (NFPA #70)
    - e. Uniform Building Code (UBC)
    - f. American Standards Institute/American Society of Civil Engineers (ANSI/ASCE 7-88/ANSI 58.1)
    - g. American Society for Testing and Materials (ASTM)
  - 7.1.2 The building shall be preassembled steel. The building must withstand .30-06 caliber rifle fire at 15 feet distance per UL 752 Level 4 standard. The building needs to meet or exceed NERC CIP-014-2 mandates.  
  
The building shall be designed for the explicit use of housing electronic equipment, measuring devices, and other related components, within a controlled atmosphere required for the proper operating conditions for the equipment.

The building shall be sealed to resist dust infiltration and be watertight.

- 7.1.3 Building components shall be designed to withstand external loading as prescribed by the applicable codes in Section 7.1.1. All drawings shall bear the seal of a currently licensed Professional Engineer.
- 7.1.4 Floor and base shall be designed to withstand all dead and live loads as applicable, or a minimum of 250 lbs./ft<sup>2</sup>, with a 1300-pound concentrated load in a 2.5 square foot area.
- 7.1.5 Walls shall be designed to withstand an additional 450 lbs. per linear foot (225 ft-lbs. moment per linear foot) resulting from equipment mounted on interior, in addition to the external loadings above. Interior walls, supporting panels, and structural, shall be designed so that interior loads of 400 pounds per linear foot of wall length may be attacked to the wall without compromising the 125 MPH design wind loads. If steel construction the exterior and interior walls shall be 16-gauge paint quality galvanized steel, and shall consist of formed interlocking vertical panels. Between exterior and interior walls, ballistic rated panels shall be installed to the level of UL 752 protection required. Ballistic batten strips are to be installed where panels meet and shall be offset from exterior interlocking panel connections.
- 7.1.6 The ceiling/roof shall be capable of withstanding a single continuous load of no less than 85 lbs. per linear foot located at mid span of the ceiling panels and running the entire building length. The steel design of the exterior roof shall be 12-gauge paint quality galvanized steel panels with fully welded seams.

Roof live loads shall be applied to the horizontal roof projection and shall be 30 pounds per square foot (30 psf.). The roof shall be designed to accommodate a static vertical load of 50 lbs. for each cable tray support rod as shown on the Cable Tray Plan. The design wind pressure shall be ninety pounds per square foot (90 psf.) (150 MPH) winds applied to the primary framing and to wall components per ASCE 7-88.
- 7.1.7 If transportation restrictions allow, the structure shall be constructed in one piece. Should transportation restrictions dictate multi-piece construction, shipping splits shall be structurally reinforced to minimize distortion during handling and transportation.
- 7.1.8 The entire structure (or each shipping piece for multi-piece structures) shall be designed for lifting from lugs located along the base perimeter members at fifteen foot (15'-0") approximate intervals. Base and floor system shall be designed to withstand all loads while supported at lift points only. All lifting lugs shall be removable or be cast in flush to exterior walls.
- 7.1.9 The optimum operating temperature of the equipment to be installed shall be assumed to be 75°F. The heating and cooling requirements for the shelter shall be based upon the outside ambient temperature and minimal equipment operating heat output. Heating, ventilation, and air-conditioning calculations shall be submitted for approval with structure drawings.
- 7.1.10 The Bidder shall also be responsible for the installation of the cable tray system. Suspension rods shall be one-half inch (1/2") diameter stainless steel rod, continuously threaded, and shall be securely attached to roof structure to achieve the spacings and elevations required as indicated on the Drawings. The bottom elevation of all suspension rods shall be a minimum of seven feet eight inches (7'-8") above finished floor.
- 7.1.11 The manufacturer shall provide NEMA four-hole pads at corners for grounding the building to the substation ground grid. All electrical equipment, panels, and cable tray shall be bonded to these pads with a bare stranded 4/0 AWG copper conductor. This 4/0 AWG grounding conductor shall be routed as detailed on the Control House Plan.

## 7.2 Materials and Construction

7.2.1 The entire structure shall remain indoors, totally protected from weather, from fabrication through the complete preparation. All preparation shall be performed indoors, in a temperature and humidity controlled environment.

### 8.0 Steel Designed Building Specification

- a. Frame shall be framed with 3" x 3" x 1/8" T square ASTM A572 Grade 50 structural grade steel tubing to provide moment resisting welded connections at base to walls, side walls to end walls, and walls to roof, so as to minimize overall deflection, twisting, and elastic instability during lifting and transporting.
- b. Base shall be all welded construction of ASTM A572 Grade 50 for primary and A36 for secondary structural steel members, sized and arranged for proper strength and durability, and shall be able to withstand the stress and loads which will result when lifting the completed factory fabricated control house. The base structural members shall not interfere with or obstruct the areas designated for routing of power cables or control wiring.
- c. Deflection during lifting shall not exceed L/240. Base shall be designed for mounting on concrete piers provided by Commission.
- d. The base shall have removable lifting lugs to facilitate handling and installation. The normal lifting for transportation and installation shall be by means of a crane make single-point lift using suitable rigging.
- e. All wall openings, such as doors, windows, etc., shall be similarly framed with 3-inch square steel tubing. All frame connections shall be welded.
- f. Insulation shall be a minimum of R-13 for roof and walls. Sagging of wall insulation shall be prevented with a minimum of two metal retainers fastened near the top.
- g. Floor shall be a minimum of 1/4-inch steel plate welded to the perimeter members and to the cross members of the base.
- h. Interior walls, supporting panels, and structural, shall be designed so that interior loads of 400 pounds per linear foot of wall length may be attached to the wall without compromising the 125 MPH design wind loads.
- i. Painting shall follow the Steel Structures Paint Council standards in all preparation and application of coatings. The interior wall and ceiling panels shall be thoroughly cleaned, prepped, and finished with water base interior paint. Final coat thickness is 1.0 – 2.0 DFT.
- j. The exterior wall and roof panels shall be thoroughly cleaned, and finished with minimum of 3 – 5 mils of standard two-component high solids acrylic urethane 3-5 mils dry, ANSI 70 light gray.

All sheet steel panels shall be constructed from 11-gauge (0.125 inch) stretcher steel per U.S. Standard Sheet and Plate. All bends shall be made using proper tooling to present sharp, square, and smooth bends. The front panel shall be punched and drilled for mounting of semi-flush instruments, relays, and equipment. The top sheet shall be cut as shown on the Drawing and shall have edges rolled to protect the cables entering the cabinet.

#### 7.2.9 Insulated Metal Swing Doors

- a. All exterior doors shall be Ballistic-rated Level 3 UL-752 made of cold rolled steel, A60 material. The doors shall be three feet by eight feet by one and three-fourths inches (3' x 8' x 1 3/4"), insulated, primed, painted brown and installed flush with door check, door stop, weather-stripping, mortise lockset, and stainless steel ball bearing hinges. All exterior doors, single and double-leaf, shall swing outward with a minimum of 105 degrees.



- b. Door frames shall be 16 gauge galvanized steel and shall be equipped with an extruded aluminum door stop having a continuous weather-strip insert which provides a positive weather seal.
- c. The threshold shall be extruded aluminum and shall provide a positive weather seal.
- d. One double-leaf equipment doors shall be installed with the left-hand door equipped with interior head and foot latching bolts and accompanying zee astragal on door edge to affect this door leaf inactive under normal conditions.
- e. Each door shall be provided with a standard-duty hydraulic door closer with aluminum lacquer finish.
- f. Doors shall have stop to hold door open.
- g. Door locks shall be equipped with anti-pick cover plates.
- h. Door leaves and frames shall be bonderized galvanized steel and painted with one (1) coat of oven-dried rust-inhibitive primer.
- i. Door frames and leaves shall be factory finished with an enamel paint to match other exterior trim.
- j. Locks on all doors shall be keyed alike. The Commission will provide a master key. Lock brand to be "Lockwood" for use with Channel "L1 keyway". Twelve (12) keys will be supplied to the Commission.
- k. Each door shall have a door sensor indicating the door is in the closed position. The sensors shall be mounted and conduit shall be run back to the cable tray. Wiring shall be terminated in the Door Alarm Junction Box as indicated on Drawings.
- l. The double door shall have an awning. The awning shall have adequate width covering the door and light and extending minimum 3 feet from the wall. The awning can be made with aluminum, metal or fiberglass.

#### 7.2.10 Climate Control and Ventilation

The Bidder shall furnish and install the following items for climate control of the building.

- a. Wall-mount HVAC heat pump units shall be installed in accordance with the enclosed Drawings. The units shall be rated for use at 240-volts ac, with a minimal heating/cooling capacity required to maintain an internal temperature of 65 degrees F. in the summer and 78 degrees F. in the winter.
- b. Bidder shall state the EER rating, manufacturer, BTU/H for heating/cooling and model number of the unit to be furnished in the Bidder's Proposal.
- c. A direct-driven wall-mount exhaust fan shall be mounted in the battery rooms as indicated on the enclosed Drawings. The fan shall be rated for use at 120-volts ac, having a minimum air flow capacity of six hundred and fifty (650)-cubic feet per minute. The fan shall be furnished thermostatically-controlled, complete with an automatic wall shutter for weather tight installation.
- d. One additional wall louver 24" x 24" shall be located as shown on the Drawings. The louvers shall be motor-operated, and electrically operated by the exhaust fan thermostat to open when the exhaust fan is running. Louver shall operate on 120 Volts AC. Louver shall have a rain proof outer enclosure.
- e. Safety equipment and accessories in each control house shall include one (1) battery safety kit, including a self-contained eye-wash station model Honeywell Fendall Pure Flow 1000 with proper signage identifying eyewash station. All equipment shall be mounted per the drawings.

- f. The Bidder will supply a small wall mounted window Air Conditioning unit for the battery room on GFCI 240-volt plug. In the battery room a Window type HVAC unit shall be installed in accordance with the enclosed Drawings. This will be (1) nominal 18,000 BTU/HR. window type air conditioner with heater. A fiberglass weather hood will be used to protect Window unit from elements. The units shall be rated for use at 240-Volts AC, with a minimal heating/cooling capacity of 18,000 BTU/HR. cooling and 12,000 BTU heating capabilities.

## **9.0 Electrical Materials, Equipment, and Installations**

- 9.1 All construction shall be performed in a workmanlike manner and shall conform to the substation Drawings. The installations shall comply with the applicable rules of the latest editions of the National Electrical Code, and Interim Amendments, the National Electrical Safety Code, and the Uniform Building Code. Defective materials and equipment or materials and equipment damaged in the course of installation or test shall be replaced or repaired in a manner meeting the approval of the Commission and Engineer. Described herein is one (1) Termination Cabinet as listed below complete terminal blocks for installation in a substation control house.
- 9.2 All equipment shall be properly and securely mounted and connected. Proper clearances shall be maintained. All bus and lead connections shall be electrically sound.
- 9.3 The Bidder will install all AC (AC Panel Nos. 1 & 2) and DC (DC Panel No. 1) panel boards and all conduit runs to electrical devices complete with appropriate wiring and cables. The Bidder shall terminate all conduits with appropriate bushings, weather heads or elbows into equipment enclosures, and shall install wiring in the conduits as specified leaving enough slack cable inside for terminations. The Bidder will be responsible for termination and hook-up of all wiring internal to the control house, plus be responsible for any discrepancies encountered during check-out and station energization.
- 9.4 The manufacturer will provide NEMA 4-hole ground pads as shown at corners to connect the building to the ground grid. All electrical equipment, panels, and cable tray shall be bonded to these pads with at least a 2/0 AWG copper conductor.
- 9.5 Conduit
  - 9.5.8 The Bidder shall exercise necessary precautions to prevent the accumulation of any foreign materials in the conduits during execution of the work. Conduits in which water or other foreign materials have been permitted to accumulate shall be cleaned thoroughly or the conduit run replaced where such accumulation cannot be removed by methods approved by the Engineer.
  - 9.5.9 Surface mounted EMT conduit will be utilized for the wiring connections to all electrical devices provided by the Bidder.
  - 9.5.10 Two-inch (2") EMT conduits shall be installed from the top of all AC and DC panels to the cable tray above for future power cabling. The maximum number of two-inch (2") EMT conduits that will fit in the panels shall be installed.
  - 9.5.11 One (1) two-inch (2") EMT conduit shall be installed through the battery room partition wall for wiring of the battery to dc panel.
- 9.6 Building Power Wiring and Control Cables

Building power wiring (furnished by the Bidder) and building control cables (furnished by the Bidder) for interconnection shall be sized and installed as shown on the Drawings as listed in the appendices. Conductors and insulation shall conform to the Underwriters' Laboratories, Inc. Standards and the wiring systems shall in general be based on conductors with code grade insulation for wet locations. All conductors shall be marked in accordance with the National Electrical Code, showing conductor size, insulation type, and voltage rating at prescribed intervals.

9.6.8 Building interior service and house wiring (furnished by the Bidder) for devices, lighting, and outlets shall be 600-volt, Type THW, copper, and shall be solid in sizes #12 AWG through #10, and shall be stranded in sizes #8 AWG and larger.

9.6.9 Installation and Termination

Bidder shall install all wiring where both ends of the wiring are terminated inside the building.

All control cables shall be clearly and permanently marked at each termination of the jacket in accordance with the cable numbers shown on the "Conduit and Cable Schedule" (see appendices). Each conductor shall be clearly and permanently marked at each termination using Brady or equal pressure sensitive wire markers. Conductor markings shall be in accordance with the "Interconnection Diagrams" as indicated in the appendices. The cable jacket shall remain on the cable to a point within one (1) foot of where the first conductor is to be terminated. At the termination of the jacket, the cable shall be securely sealed using plastic electrical tape.

All control wiring shall be continuous from terminal point to terminal point. **No splices will be permitted.** Terminations shall be made using insulated ring tongue compression connectors, AMP PIDG. All control wiring shall be neatly dressed and tied using plastic ty-wraps, in each device. Terminations, wire markers, and ty-wraps shall be furnished by the Bidder.

9.7 Lighting

Lighting for the control building shall include the furnishing and installation of three (3) systems: (1) a primary 120/240-volt ac system of primary fluorescent lights; (2) an emergency system of self-contained, battery operated spot flood/exit sign fixture(s). The Bidder shall furnish two (2) spare bulbs with each fixture; and (3) exterior floods with motion detection operation.

9.7.8 Primary lighting shall be installed as per the Drawings using four tube T8 fluorescent fixture 120 volts, 96" x 15" (with two (2) spare tubes each fixture) similar to Grainger low-profile wrap-around (Item 5XY71, Page 535, Catalog 398) or **equivalent LED fixtures.**

**9.7.9** Emergency lighting shall utilize Energi-Lite Catalog Number **12LSM162-210LG**, fixtures with steel guard with two (2) 12V-4W, MR16 LED lights.

9.7.10 Lighting for battery room shall be 120 V AC incandescent, 100 watts with vapor proof globe.

9.7.11 Emergency light and exit sign (single-sided) over all (both) doors. Unit to be 120 V AC input with charger and battery for emergency operation.

9.7.12 Exterior lighting shall consist of three (3) 300-watt equivalent LED floods with motion detector as shown on the drawings. All exterior LED-floods shall utilize one switch for all on/off and normal motion operation.

9.8 Electrical Distribution Panels and Wiring

The Bidder shall provide and install two (2) complete wiring systems for all facilities associated with the building structure: (1) the primary system will operate at 120/240 volts ac, single-phase, and (2) the emergency system will operate at 48 Vdc.

9.8.8 The primary wiring system will include circuits to all 120/240-volt ac devices and shall include interior distribution panels as the origin for all circuits. The Bidder shall mount the distribution panels and all outgoing branch circuits terminated within the building as indicated on the Drawings.

9.8.9 The AC distribution panels (AC Panel No. 1 and No. 2) shall be single-phase, three-wire, 120/240 volts, provided with main breaker and frame and the number

of poles and single and double pole bolt-in branch circuit breakers indicated on the Drawings. Branch circuit breakers shall be sized and positioned in the panel as indicated on the Drawings. Breakers shall be quick-make and quick-break with position handle indicator on automatic trip and arc quench and shall conform to the requirements of Federal Specifications W-C-375A; cabinet shall be constructed of zinc-coated sheet steel and shall conform to the Underwriters' Laboratories, Inc., Standard for Cabinets and Boxes. A directory holder with clear plastic cover and metal frame shall be mounted on the inside of the doors. Panelboard shall be rated at 22,000-amperes interrupting capacity and shall be **Cutler-Hammer Type Pow-R-Line 1, with Type FDC main breaker and Type QBHW branch circuit breakers**. All outside receptacle circuits shall be equipped with ground fault interrupter (GFI) type breakers. The Bidder shall be responsible for the complete installation of the distribution panel including grounding to the system ground bus. The ac power panels shall be installed in a completely enclosed, wall-mounted sheet steel cabinet with necessary interconnecting bus and conduit. All fastenings between structural members shall be bolted, not welded. Knockouts shall be provided in the top and bottom for incoming services and branch circuits.

After fabrication, enclosure shall be rust-proofed and finished with baked-on enamel, light gray in color, ANSI 61.

- 9.8.10 The Bidder will be responsible for the installation of the dc power panel mounted inside the control house (DC Panel No. 1).
- 9.8.11 DC Panel No. 1 is required for installation in the control house to provide protection for the various dc circuits to the equipment. The dc power panel shall be rated 250 volts dc, with a main breaker and frame and shall be provided with the number of double-pole, bolt-in branch circuit breakers indicated on the Drawings. Branch circuit breakers shall be sized and positioned in the panel as indicated on the Drawings.

Circuit breakers shall conform to Federal Specifications W-C-375a.

The enclosure shall be constructed of Code-gauge galvanized steel with knockouts conforming to the requirements of the Underwriters' Laboratories, Inc., Standard for Cabinets and Boxes.

Trim and door shall have suitable primer coat and a finish coat of light gray color, ANSI 61. Panelboard cabinet shall be provided with not less than four-inch wiring gutters at the sides, top and bottom. Trim shall be fitted with hinged door having combination lock and latch. A directory holder with clear plastic or glass plate and metal frame shall be mounted on the inside of each door. A neatly typed directory properly identifying each circuit shall be mounted in the frame.

The panelboard shall be rated 250 Vdc at 10,000-amperes interrupting capacity and shall be **Cutler-Hammer Type Pow-R-Line 3a with Type FDB main breaker and Type EHD branch circuit breakers**.

- 9.8.12 All interior wiring shall be installed in electrical metallic tubing (EMT) as specified on the Drawings and shall utilize exposed surface-mounted construction, including conduit, receptacle boxes, junction boxes, and lighting fixtures. Conduit runs shall not be allowed behind walls or under the floor.
- 9.8.13 All disconnects, manual transfer switches and wire bus duct shall be provided and installed by the Bidder. All conduit and wire shall also be provided and installed by the Bidder.

## 9.9 Battery System

The Enersys rack part number is # SL2115 - ONLY

### Battery Charger

The Bidder shall also be responsible for furnishing one (1) battery charger. This consists of a Hindle Power 48V 40A charger (P/N: ATEV1048050F240SSB2XXXXB1) with the optional DNP/Modbus Ethernet communication board (P/N: EN5035-##) included.

#### 9.10 Manual Transfer Switch

The Bidder shall furnish a manual transfer switch rated for indoor use, 240 Vac, 200 A.

#### 9.11 Cable Tray System

A cable tray system shall be installed by the Bidder for the control house. The cable tray shall be twenty-four inches (24") wide and four-inches (4") high, with a four-inch (4") minimum loading depth and shall be of the ladder type construction, manufactured of extruded structural grade aluminum. Tray shall conform to NEMA 12C Classification, (maximum of eight feet (8') support span length and 100 pounds per foot maximum loading). Ladder type construction shall utilize nine-inch (9") rung spacing. Bends shall use twelve-inch (12") radius vertical and twelve-inch (12") radius horizontal ninety degree (90°) bends. The cable tray system shall be as manufactured by Chalfant, System 2A or approved equal. Bidder to provide twelve (12) snap-on ladder rung dropouts, Chalfant Model 9AW198, or approved equal for 24" wide tray. Drop-outs to be used where needed to facilitate cable entry/exits.

### **10.0 Permits and Clean-up**

#### 10.1 Permits, Fees, Etc.

The Bidder shall be responsible for obtaining and paying for all permits, licenses, certificates, inspections, etc., required, both permanent and temporary.

#### 10.2 Cleaning Up

The Bidder shall be individually responsible for cleaning smears, labels, spots, and discoloration from each piece of equipment. All building materials shall be left clean and in new condition.

### **11.0 Site Work**

Since the control building will be installed onto an existing pad, there will be no site preparation required for delivery.

### **12.0 Warranties**

The Bidder shall furnish written warranties on the steel building itself, including color finishes and individual manufacturer's warranties on each piece of heating, lighting, electrical, or plumbing equipment furnished and installed.

### **13.0 Bidder/Commission Responsibilities**

The following is a summary of materials and work tasks pertaining to this building, itemized by the party who is solely responsible for the completion of each item (i.e., the Bidder or the other party).

#### 13.1 Bidder Responsibilities

The Bidder shall furnish material for and completely install the following items in accordance with the Specifications:

- a. Two (2) complete preassembled steel buildings of stated size and dimension including: structural framing, wind bracing (if necessary), exterior wall and roof panels, insulation with moisture barriers, insulated metal doors, and all necessary fasteners, trim, glazing, flashing, sealants, paints, hardware, and electrical panels.
- b. Wall-mounted HVAC unit for equipment room.

- c. Interior walls and partitions.
- d. All necessary permits, fees, inspections, etc., for proper construction.
- e. Clean-up and touch-up of any discolored or damaged material.
- f. Building manufacturing Drawings and equipment bill of material.
- g. Battery room, exhaust fan, window mount Air Conditioning unit, louvered vent and thermostat controlled strip heater for battery rooms.
- h. Electrical wiring for outlets, switches, door switches, ventilation, HVAC unit, light fixtures, ac and dc panelboards, wiring bus duct, manual transfer switch.
- i. Cable tray systems.
- j. One (1) metal desk and two (2) metal chairs.

13.2 Other Party Responsibilities

Other parties shall be responsible for furnishing materials and/or the complete installation of the following work tasks (in accordance with the Specifications):

- a. Site preparation.
- b. Grounding of building steel to the ground grid. The building manufacturer will provide NEMA four-hole pads at the corners as shown for this purpose.
- c. Pulling all control cables from the yard equipment into the building and terminating the control cable wiring.
- d. Batteries and protective relaying panels as shown in Control House Plans.
- e. Master key for “US Lock” brand locks. US LOCK MORTISE CYLINDER 1" ADAMS RITE CAM. PWC will be providing a key for setting tumblers in the cylinder to match PWC standard US Lock key.

**14.0 Prefabricated Relay Control House Drawings**

The work shall conform to the following Drawings, all of which form a part of these Specifications. The Contractor is responsible for contacting the Owner - PWC if any drawings not indicated to be furnished at a later date are missing from their bid package. If the Bidder does not contact the PWC regarding any drawings, their bid will be considered based on all Drawings and Specifications, as issued for bids.

**RELAY CONTROL HOUSE REFERENCE DRAWINGS**

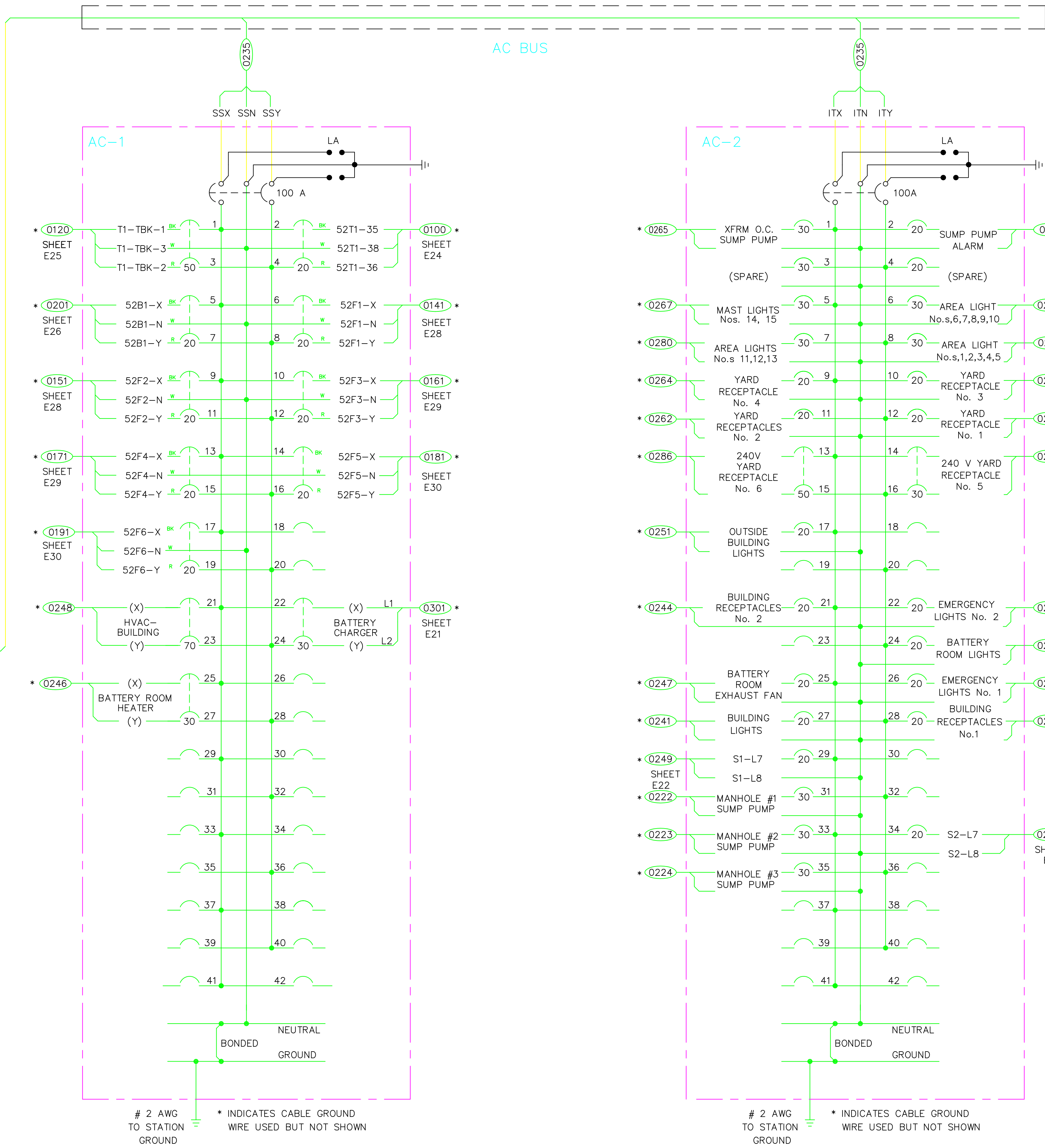
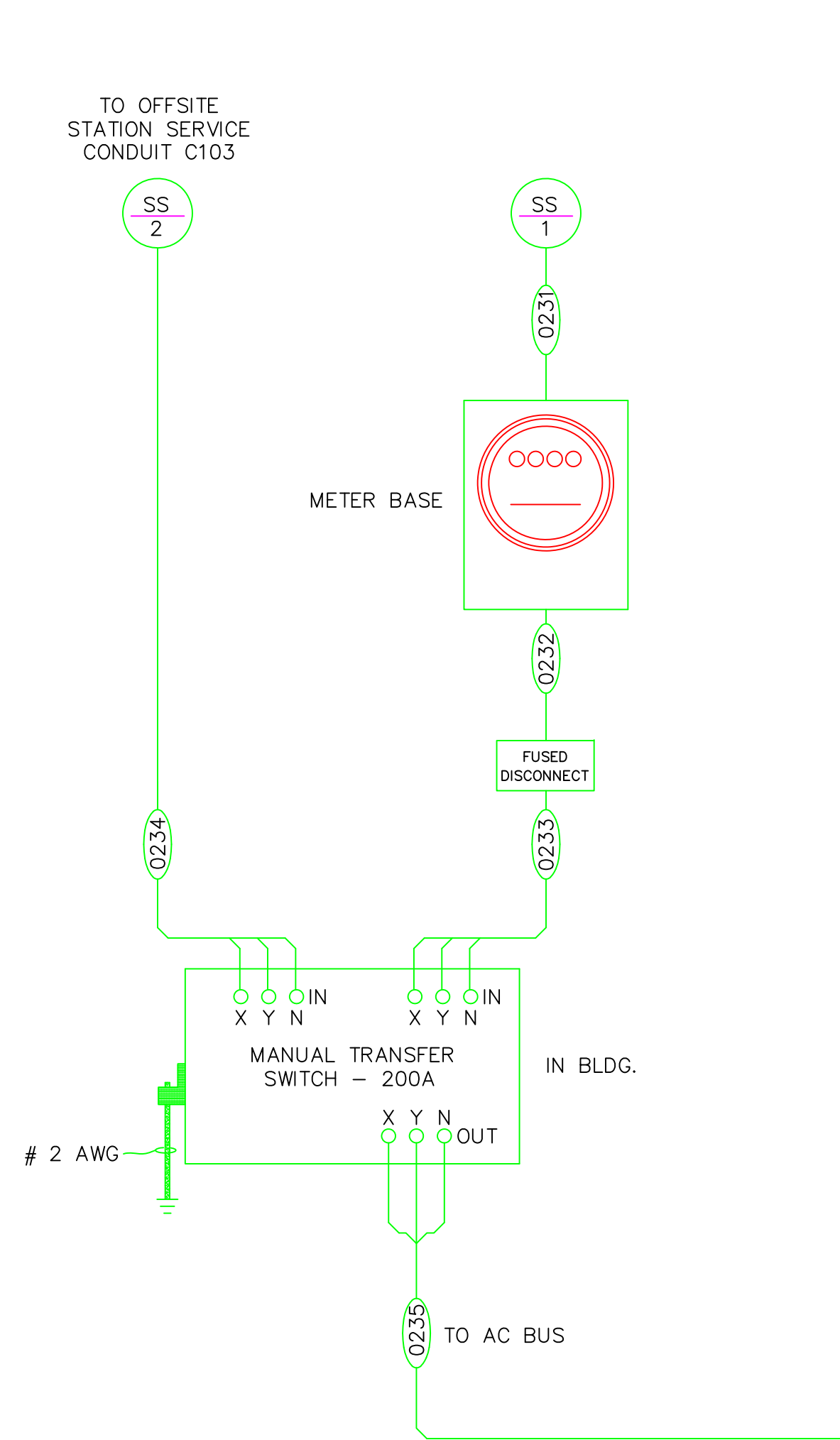
Sheet No.	Title
CH1 of 2	Control House Plan & Sections
CH2 of 2	Control House Details
E20	AC-1, AC-2 Panels, Interconnection Diagram
E21	DC Breaker Panel, Interconnection Diagram











**NOTES:**

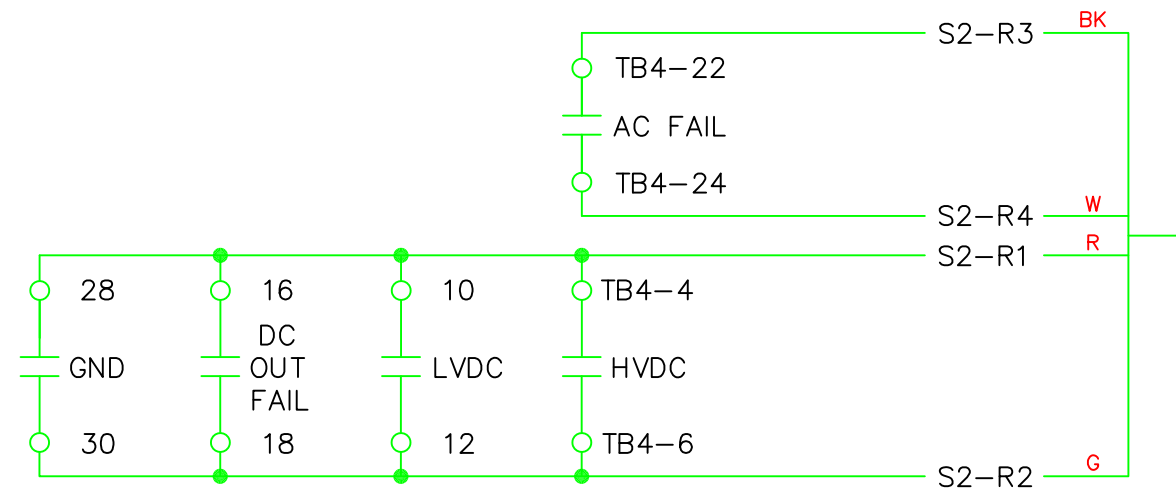
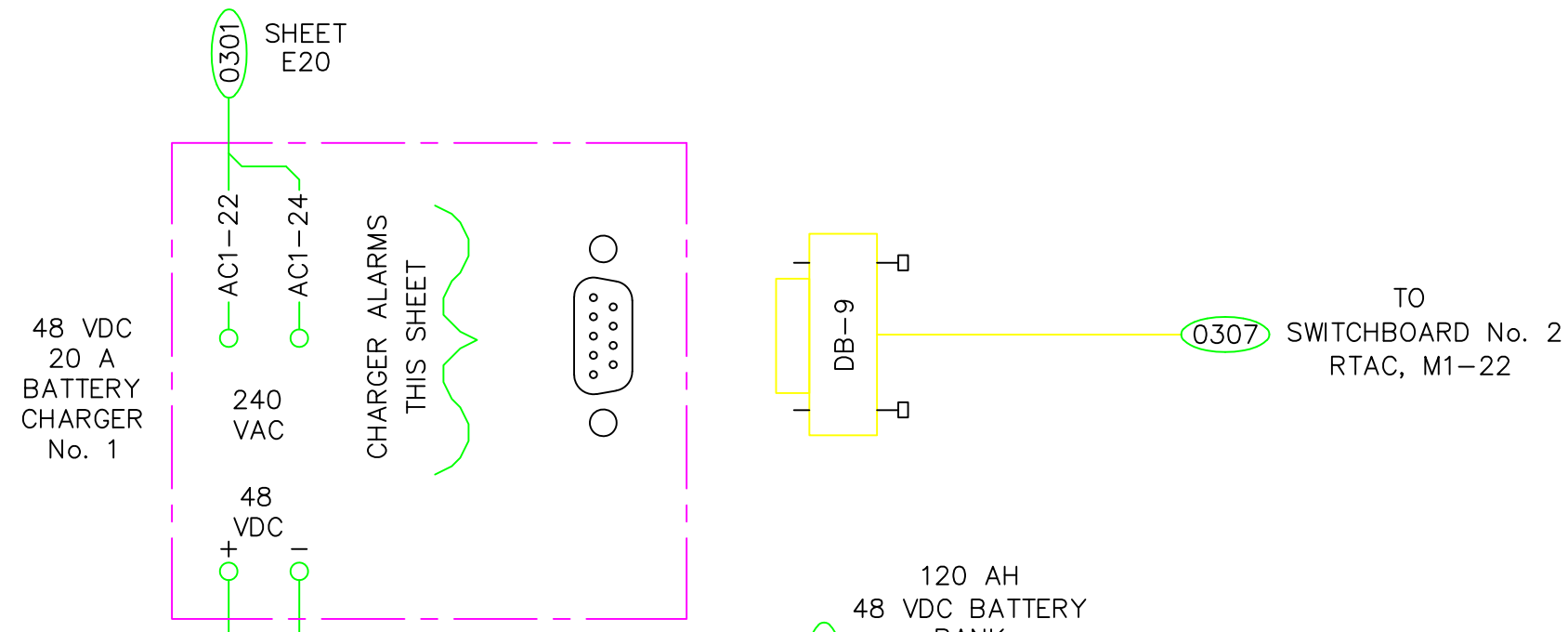
- ALL AC BRANCH FEEDERS SHALL OBSERVE THE FOLLOWING COLOR CODE:  
X-BLACK Y-RED N-WHITE G-GREEN

**DEVICE CODES**

- AC-X AC SERVICE BREAKER PANEL No. x
- SBX SWITCHBOARD No. x
- TX TRANSFORMER No. x
- 52-X BREAKER No. x
- IT ISOLATION TRANSFORMER

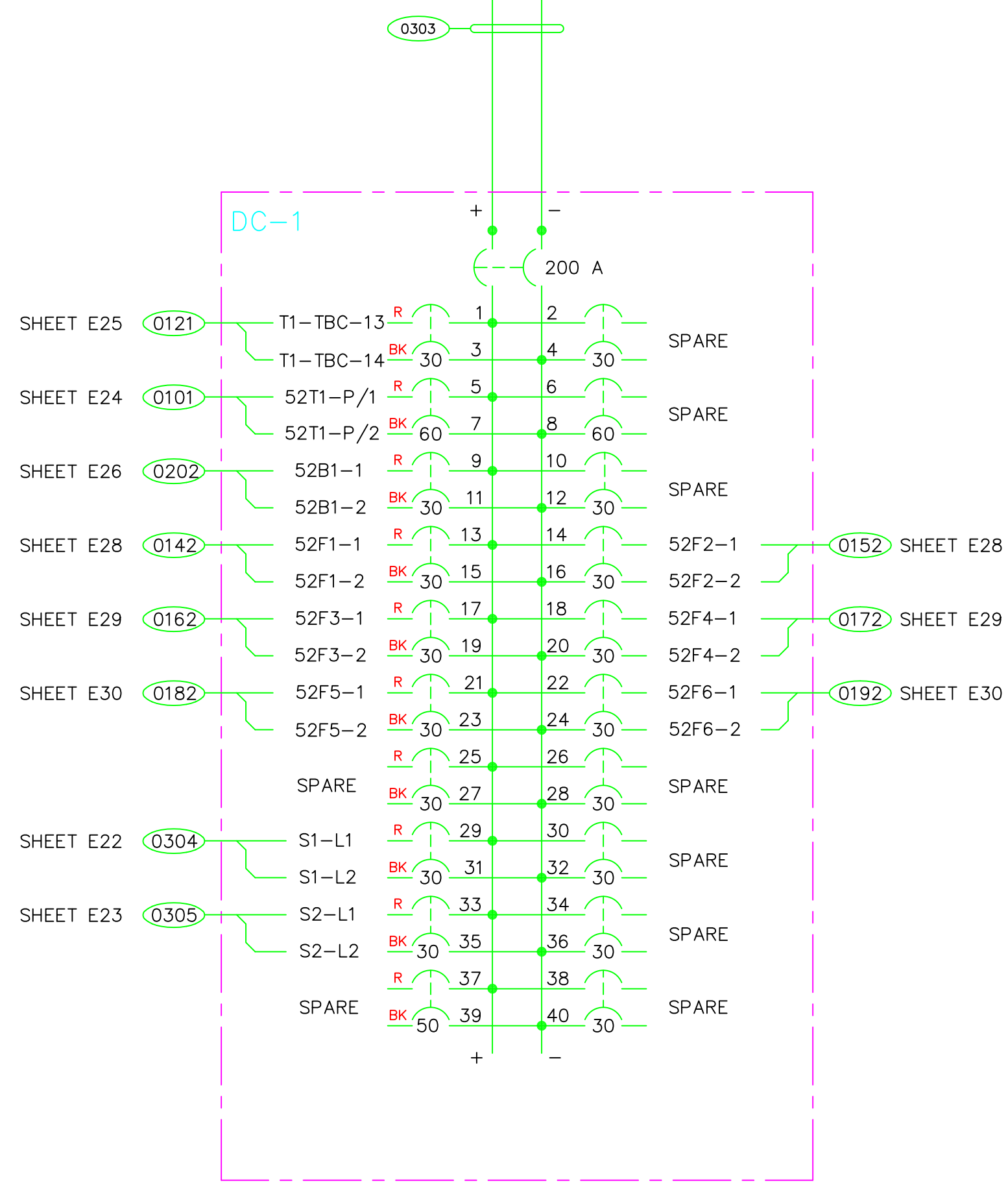
- NOTES:**
- CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR INSTALLATION OF METER SOCKET. METER UNIT WILL BE INSTALLED BY OWNER.

		PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE FAYETTEVILLE, NORTH CAROLINA	
		SINGLE YARD 69 KV TO 15 KV SUBSTATION AC-1 & AC-2 PANELS INTERCONNECTION DIAGRAM	
02	RECORD DRAWING	04/01/16	
01	RELEASED FOR CONSTRUCTION	01/02/15	
00	RELEASED FOR BIDS	10/23/13	
© 09/13		DWN. BNC CKD. BWJ	DATE 09/06/13 APPD. MLC
NO.	REVISIONS	DATE	SCALE: NONE PLOT: 1:1
			DWG. NO. E20 12506E20

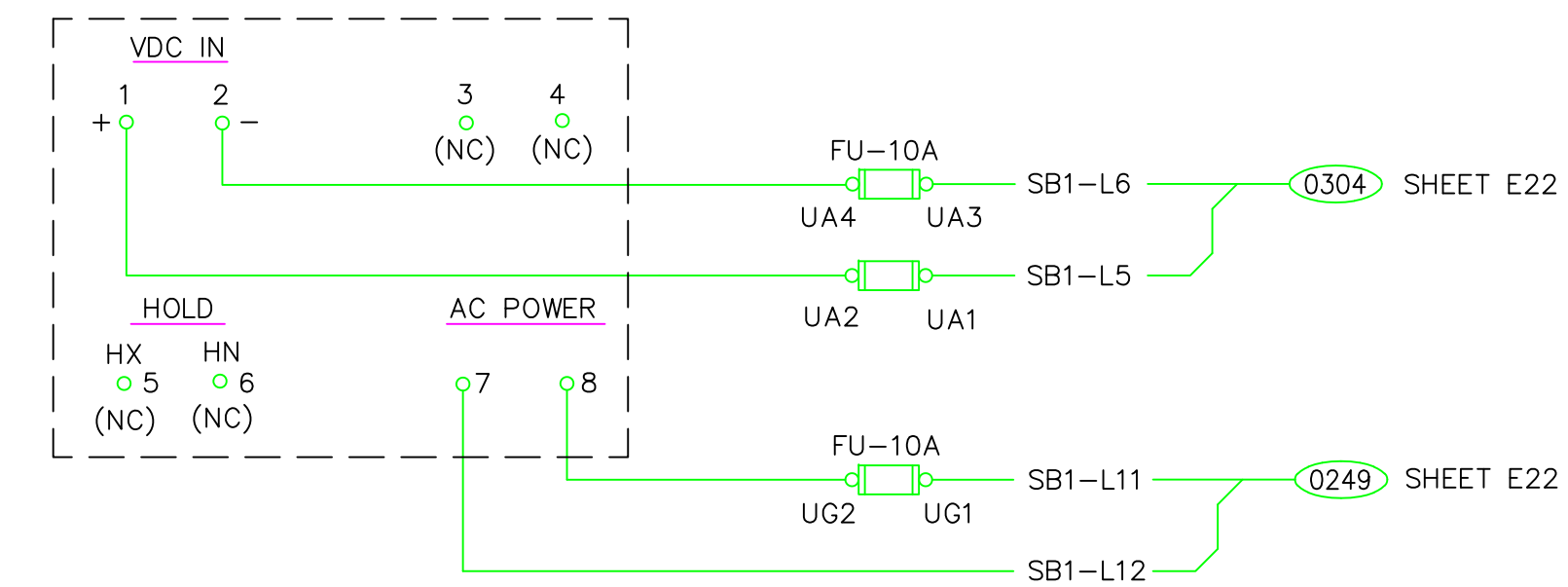


CHARGER No. 1 ALARM CONTACTS

TO SUPERVISORY SWBD. No. 2 SHEET E23



225 AMP, 42 CKT PANEL



SITE DC (BATT V) METER

NOTES:

- ALL METALLIC JUNCTION BOXES, RACEWAYS, CABLE TRAYS, PANELS AND ENCLOSURES SHALL BE BONDED TO THE SUBSTATION GRID.
- ALL DC BRANCH FEEDERS SHALL OBSERVE THE FOLLOWING COLOR CODE:  
POSITIVE (+) - RED      NEGATIVE (-) - BLACK

DEVICE CODES

- DC-X      DC PANEL No. x  
SBX      SWITCHBOARD No. x  
TX      TRANSFORMER No. x  
52-X      BREAKER No. x

			PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE FAYETTEVILLE, NORTH CAROLINA		
			SINGLE YARD 69 KV TO 15 KV SUBSTATION DC BREAKER PANEL INTERCONNECTION DIAGRAM		
02	RECORD DRAWING	04/01/16			
01	RELEASED FOR CONSTRUCTION	01/02/15			
00	RELEASED FOR BIDS	10/23/13	DWN. BNC CKD. BWJ	DATE 09/06/13 APPD. MLC	DWG. NO. E21 12506E21
© 07/14		NO.	REVISIONS	DATE	SCALE: NONE PLOT: 1:1

**ATTACHMENT B: BID PRICING FORM**

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**Bidder Information:**

**Name of Company**

**Address**

**Phone Number**

**Email Address**

**Federal ID No.**

**Is the business SDDB,  
MWBE, DBE, or HUB  
Printed Name**

**Title**

**Signature**

**Date**

**Furnish And Deliver:**

Item #	QTY.	UOM	DESCRIPTION	LEAD TIME	EXTENDED PRICE
1	1	EA	Furnish and deliver all materials and equipment (except materials and equipment specified to be furnished by the Owner) complete and conforming to the Technical Specifications for a Prefabricated Relay Control House for the <b>FTCC 16 to 25/15Kv Substation.</b>		\$
2	1	EA	Furnish and deliver all materials and equipment (except materials and equipment specified to be furnished by the Owner) complete and conforming to the Technical Specifications for a Prefabricated Relay Control House for the <b>Murray Fork 16 to 25/15Kv Substation.</b>		\$

TOTAL EXTENDED PRICE: \$ \_\_\_\_\_

**ATTACHMENT C: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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The Primary Participant, \_\_\_\_\_ (major third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# PWC At a Glance



## Customers



- In operation since 1905 (116 years)
- Provide Electric, Water and Wastewater Services
- Total Customers: 119,380
- Number of Services: 273,794
  - Electric: 82,304
  - Water: 90,430
  - Wastewater: 89,913
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

## Customer Service



- Annual Customer Contacts: 433,794
- Average Monthly Calls: 31,452
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 21,850

## Employees



- Number of Employees: 651
- Average Tenure of Employees: 10.37 years
- Average Age: 44.59
- Annual Turnover: 6.0%\*
- Annual Hours Worked: 1.2 Million

\*non retirement

## Facilities



- Butler-Warner Generation Plant (268 MW)
- PO Hoffer Water Treatment Facility (39.5 MGD)
- Glenville Lake Water Treatment Facility (18.0 MGD)
- Cross Creek Water Reclamation Facility (25 MGD)
- Electric Service Area: 147 Sq. Miles
- Water Service Area: 163 Sq. Miles
- Wastewater Service Area: 142 Sq. Miles

## Electric Operations



- Purchase Wholesale Power from Duke Energy
- Only NC municipal system to own/operate a generation plant (Dispatched for use by Duke Energy)
- Generation Capacity: 268 MW
- Annual MWH Sold: 1.9 Million
- System Peak: 499 MW (Feb. 9, 2015)
- Reliability Rate: 99.9906%
- Electric Distribution Substations: 32
- Distribution Lines: 1,351 miles
- Transmission Lines: 142 miles
- Streetlights/Area Lights: 37,441

## Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 11.2 Billion Gallons/Year
- 100% Complaint for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 57.5 Million Gallons
- Daily Wastewater Treatment Capacity: 46 Million Gallons
- Water/Wastewater Infrastructure: 2,700 miles
- Hydrants: 8,300
- Sanitary Sewer Lift Stations: 82

## Financial



- Annual Operating Budget: \$405.2 Million
- Total Assets: \$1.44 Billion
- Bond Rating: Aa2 (Moody's), AA (Standard and Poor), AA (Fitch)
- Annual Local Purchases: \$25 Million
- Operations & Maintenance Expenses per Customer: \$432 (\$556 National Median)
- Annual Contributions to City of Fayetteville in Lieu of Taxes: \$11.4 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Economic Development: \$1.2 Million (thru 2021)

## SALE OF GOODS AGREEMENT

This Sale of Goods Agreement (“Agreement”) is made by and between the City of Fayetteville (the “City”), by and through the Fayetteville Public Works Commission (“PWC”), a North Carolina public authority, and \_\_\_\_\_ [insert seller’s full legal name] (“Seller”), a \_\_\_\_\_ [identify the legal entity and State in which formation was accomplished] (each of PWC and Seller is a “Party” and both are collectively the “Parties”) as of the date of execution last written below (the “Effective Date”). In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Parties agree as follows:

1. Sale of Goods. Seller shall sell to PWC and PWC shall purchase from Seller the following [Identify the goods specifically] (the “Goods”). PWC may issue a purchase order for the Goods that specifies any additional applicable terms and conditions set forth for the purchase (a “Purchase Order”), but such Purchase Order is subject to the terms of this Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of any Contract Documents, attachment, exhibit or Purchase Order made pursuant to this Agreement, the terms of this Agreement shall govern.

2. Contract Documents. “Contract Documents” means, collectively, the following documents that were either made available to Seller by PWC during the bid solicitation process (including Drawings) or executed by the Parties, or both, which are all incorporated by reference herein:

- a. This Agreement
- b. Notice to Prospective Bidders
- c. Definitions
- d. Instructions to Bidders
- e. General Conditions
- f. Materialman’s Proposal
- g. Bid Bond
- h. Technical Specifications
- i. Purchase Order(s)
- j. Addenda

3. Delivery of Goods. Seller shall deliver the Goods [EITHER: “on or before \_\_\_\_\_” OR “as specified in the Contract Documents or an applicable Purchase Order issued by PWC” OR “as otherwise agreed in writing by the Parties”] (the “Delivery Date”). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods on or before the Delivery Date, PWC may, without any liability to Seller, terminate this Agreement immediately by providing written notice to Seller. Unless otherwise specified in an applicable Purchase Order or the Contract Documents, excluding this Agreement, all Goods shall be delivered to PWC’s Warehouse at 955 Old Wilmington Road, Fayetteville, North Carolina 28301 (the “Delivery Point”) during PWC’s normal business hours. Delivery shall be made FOB Delivery Point.

4. Title and Risk of Loss. Title of the Goods passes to PWC upon delivery of the Goods to the Delivery Point. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Point.

5. Packaging. Seller shall properly pack, mark, and ship the Goods as instructed by PWC and otherwise in accordance with applicable law and industry standards and shall provide PWC with all shipment documentation showing the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the airway bill or bill of lading number, and the state of origin.

6. Inspection and Rejection of Nonconforming Goods. PWC has the right to inspect the Goods on or after the Delivery Date. PWC, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If PWC rejects any portion of the Goods, PWC has the right, effective upon written notice to Seller, to: (a) terminate this Agreement in its entirety and require Seller to remove the Goods in a commercially reasonable time period or pay the full cost and expense to have the rejected Goods returned to Seller; or (b) reject the Goods and require replacement of the rejected Goods at Seller's sole expense. If PWC requires replacement of the Goods, Seller shall, at its sole expense and in the lesser of ninety (90) days or the number of days between any applicable Purchase Order of PWC and the Delivery Date, replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by PWC under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, including Seller's warranties, and PWC shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. PWC shall purchase the Goods from Seller in the total amount of \$\_\_\_\_\_ ("Price"). The Price includes all packaging, transportation costs to the Delivery Location, insurance, fees, and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, transportation costs or otherwise, without the prior written consent of PWC.

8. Billing and Payment. Seller shall invoice PWC within thirty (30) days after the completion of the delivery of the Goods. PWC shall pay the undisputed portion of the invoice within forty-five (45) calendar days after PWC's receipt of the invoice. All payments from PWC to Seller shall be transferred electronically to Seller's designated financial institution, and Seller shall, prior to delivery of its invoice to PWC, supply the name of Seller's financial institution, routing number, and account number on the form available from PWC and provide to PWC a completed and signed IRS Form W-9. Seller has the right to impose a late payment charge of one percent (1%) per month for amounts unpaid by PWC by the date due.

Provider shall comply with all of the following requirements so that PWC may recover the full amount of sales and use tax under North Carolina law permitted under the law:

- a. Furnish PWC documentary evidence showing the material used, sales tax paid, and County paid (County of sale). The documentary evidence shall include Provider's certified statement showing total purchases of materials from each separate vendor and total sales taxes charged to PWC and paid by Provider. The documentary evidence shall also include Provider's certified statement as to the amount paid by PWC for sales tax on the Goods. A certified form is required even if no sales tax was paid for the pay request period. Materials used from Provider's warehouse stock shall be shown in a



- certified statement at warehouse stock prices and amount of County of Use Tax charged to PWC and paid by Provider;
- b. Provider shall furnish to PWC invoices or copies of invoices for all materials purchased for said work within pay request period, and such invoices shall state the amount of North Carolina Sales Tax, if any, paid for the Goods. Provider shall also furnish to PWC invoices identifying the amount paid for the sales and use tax on Services that are subject to such taxation under North Carolina law; and
  - c. Provider shall not include any tax paid on supplies, tools, and equipment that Provider uses to perform its obligations under this Agreement.

9. Warranties. Seller warrants to PWC that for a period of twenty-four (24) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements set forth in the Contract Documents or as specified by PWC and agreed to by Seller; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests, or other encumbrances; and (e) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by PWC. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of PWC's discovery of the noncompliance of the Goods with the foregoing warranties. If PWC gives Seller notice of noncompliance with this Section 9, Seller shall, at its own cost and expense, within thirty (30) days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to PWC.

10. Termination. Notwithstanding any other or additional remedies that may be provided under this Agreement, PWC may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if: (a) Seller repudiates, or threatens to repudiate, any of its obligations under this Agreement; (b) Seller is in breach of, or threatens to breach, any representation, warranty, or covenant of Seller under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller within a commercially reasonable period of time under the circumstances, in no case exceeding seven (7) days following Seller's receipt of Notice of such breach; (c) Seller fails to, or threatens to fail to, timely deliver Goods conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this Agreement; or (d) Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. PWC shall be obligated to pay Seller only for work performed and reasonable expenses incurred until delivery of the notice of termination.

11. Insurance. During the term of this Agreement and for a period of three (3) years after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate and umbrella liability in a sum no less than \$5,000,000, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC. Prior to delivering any Goods, Seller shall deliver to PWC

certificates of insurance confirming each such coverage, and Seller shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the insurance policy. Seller shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Seller fail to provide and maintain certificates as set forth herein, PWC shall have the right, but not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Seller, or to seek reimbursement for said payments from Seller. Any such sums paid by PWC shall be due and payable immediately by Seller upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Seller's responsibilities and liabilities pursuant to the terms and conditions of this Agreement.

12. Indemnification. Seller shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives (collectively, "Indemnitees") from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by one or more third parties against one or more of the Indemnitees arising out of negligent or willful acts, violations of law, infringement of any patent, trademark, trade secret, copyright, or other intellectual property right of a third party, or omissions or breach of the obligations set forth in this Agreement by Seller or any of its employees, agents, representatives, and subcontractors. Seller's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of this Agreement and shall include the duty to pay for the reasonable attorney's fees and costs associated with defending the Indemnitee(s) by the legal counsel of each Indemnitee's choice.

13. Notices. Any notice which either Party is required or desires to give the other shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return-receipt requested, postage prepaid, to the addresses listed hereinbelow, or such other address as either Party shall give to the other Party by written notice in accordance herewith. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on the third Business Day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefor is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

To PWC:  
Fayetteville Public Works Commission  
Attn: Timothy Bryant, CEO/General Manager  
PO Box 1089  
Fayetteville, NC 28302

To Seller:  
[INSERT MAILING ADDRESS]

14. Compliance. Seller hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law

and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Seller further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Seller hereby pledges, attests, and warrants through execution of this Agreement that Seller complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Seller to provide services for PWC shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Seller hereby further acknowledges that the execution and delivery of this Agreement constitutes Seller's certification to PWC and to the North Carolina State Treasurer that, as of the Effective Date, Seller is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Seller represents and warrants to Commission that Seller, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Seller also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

15. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law or in equity.

16. Miscellaneous Provisions. Seller is and shall remain an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either Party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance, and for any such breach or non-performance each Party shall be entitled to such remedies as provided by law. No consent or waiver by a Party shall be effective unless it is in writing and then only to the extent specifically stated. The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of

any other portion or provision of this Agreement. Any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable; provided, however, severability shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement that is of the essence of this Agreement shall be void. This is the entire agreement of the Parties on the subject matter hereof, and all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between the Parties, whether written or oral, are hereby merged into the Agreement and superseded by this Agreement. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both Parties. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than the Parties. This Agreement shall be governed by the laws of the State of North Carolina without the application of the laws of any other state. The exclusive venue for all mediations and litigation and any other legal proceedings regarding this Agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Seller consents to personal jurisdiction in such courts. Seller irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court serving Cumberland County or that any such suit, action or proceeding brought in any such court serving Cumberland County has been brought in an inconvenient forum. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. The titles of the paragraphs throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this instrument.

17. Conflicts. Except with PWC's knowledge and prior written consent, the Seller shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the Seller's professional judgment with respect to the Goods. The Seller shall disclose to PWC any business or personal relationship with any Commissioner, officer, director, manager, or supervisor of PWC.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Fayetteville Public Works Commission

[INSERT SELLER'S FULL LEGAL NAME]

By: \_\_\_\_\_  
Timothy Bryant, CEO/General Manager

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
(Printed Name) (Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: \_\_\_\_\_  
Rhonda Haskins, Chief Financial Officer

Approved as to form:

\_\_\_\_\_  
Legal Dept.

SAMPLE

**FAYETTEVILLE PUBLIC WORKS COMMISSION'S  
MWDBE COMPLIANCE PROVISIONS**

**APPLICATION:**

The requirements of Fayetteville Public Works Commission (PWC) Minority, Women, and Disadvantaged Business Enterprise (MWDBE) Program for participation specific contracts are hereby made part of the Contract Documents. Copies of the Program may be obtained from:

Fayetteville Public Works Commission  
Economic Inclusion Programs  
P.O. Box 1089  
Fayetteville, North Carolina 28302  
Phone (910) 223-4016 Fax (910) 483-1429  
E-mail: [EIProgram@faypwc.com](mailto:EIProgram@faypwc.com)

NCDOT DBE Directory: [www.ebs.nc.gov/VendorDirectory](http://www.ebs.nc.gov/VendorDirectory)

HUB Directory: <https://ncadmin.nc.gov/businesses/hub>

**MWDBE Compliance Requirements:**

1. The Bidder shall provide, with their Bid Form, at the time bids are due, the documents set forth below, properly executed. Returning executed copies indicates and establishes that the Bidder understands and agrees to any incorporated MWDBE contract provisions.
2. All Bidders must provide with their Bid Form, at the time bids are due, a properly completed and executed copy of **either:**
  - Affidavit A – Listing of Good-Faith Efforts **OR**
  - \*Affidavit B – Intent to Self-Perform with Own Workforce.

\*Affidavit B should **only** be used if the Contractor will perform **ALL Elements** of the Work on this project with their own forces **AND** will complete **ALL Elements** of this project **WITHOUT** the use of subcontractors, material suppliers, or providers of professional services.
3. Upon being identified as the apparent lowest responsive, responsible Bidder, a Bidder shall, within twenty-four (24) hours of PWC's notification provide a properly completed and executed copy of **either:**
  - Affidavit C – Percentage of MWDBE Participation **OR**
  - Affidavit D – Good-Faith Efforts.
4. All Bidders must provide with their Bid Form, at the time bids are due, a properly completed and executed copy of Affidavit E- Identification of MWDBE/Local Participation Form

All written statements, certifications, or intentions made by the Bidder shall become a part of the agreement between the Contractor and Fayetteville Public Works Commission for performance of this contract.

### **SUBCONTRACTOR PAYMENT REQUIREMENTS:**

North Carolina General Statutes 143-134.1 (N.C.G.S.) states that the percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the Fayetteville Public Works Commission to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each MWDBE subcontractor before final payment is processed.

The Contractor shall provide an itemized statement of payments to each NON-MWDBE subcontractor before final payment is processed.

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Contractor

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Signature

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Printed Name

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Title

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Date

**Affidavit A: Listing of the Good Faith Efforts**

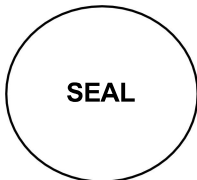
Affidavit of \_\_\_\_\_  
 (Name of Bidder)

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

<i>Total Available GFE Points: 155</i>		<i>Minimum Number GFE Points <b>Required: 50</b></i>
<b>Points</b>		
10	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.	
10	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.	
15	Breaking down or combining elements of work into economically feasible units to facilitate minority participation.	
10	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.	
10	Attending any pre-bid meetings scheduled by the public owner.	
20	Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.	
15	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.	
25	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.	
20	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.	
20	Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.	
<b>Total GFE Points (Claimed by Bidder):</b>		<b>Total GFE Points (Assessed by PWC):</b>

In accordance with NCGS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by any applicable statutory provision may constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the MWDBE business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



### Affidavit B: Intent to Perform Contract with Own Workforce

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I hereby certify that it is our intent to perform 100% of the work required for contract:**

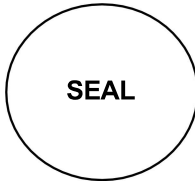
\_\_\_\_\_  
(Name of Project)

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 workforces; and will complete all elements of this project **without** the use of subcontractors, material suppliers, or providers of professional services.

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: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_

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

My commission expires \_\_\_\_\_

### Affidavit C: Percentage of MWDBE Participation

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that on contract: \_\_\_\_\_  
(Name of Project)

\$ \_\_\_\_\_  
(Dollar Amount of Total Bid)

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with Minority, Women, and Disadvantaged Business Enterprises (MWDBE). MWDBEs will be employed as subcontractors, vendors, or providers of professional services. Such work will be subcontracted to the following firms listed below.

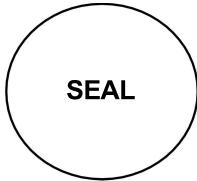
<u>Name, Address, &amp; Phone No.</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Pursuant to NCGS 143-128.2(d), the undersigned will enter into a formal agreement with MWDBEs 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: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

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

My commission expires \_\_\_\_\_

### Affidavit D: Good Faith Efforts

If Owner determines using reasonable discretion that Affidavit C is insufficient, Bidder agrees to provide the following information regarding any good-faith efforts.

<u>Name, Address, &amp; Phone No.</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>

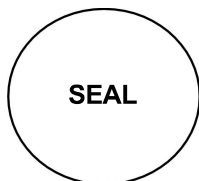
\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Bidder may be requested to provide documentation of the Bidder's good-faith efforts. Examples of documentation may include the following:

- a. Copies of solicitations for quotes to MWDBEs. Each solicitation may include 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 MWDBE 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 MWDBE, 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 MWDBEs.
- h. Letter detailing reasons for rejection of a MWDBE due to lack of qualification.
- i. Letter documenting proposed assistance offered to MWDBEs 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: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

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

My commission expires \_\_\_\_\_

### Affidavit E: Identification of MWDBE/Local Participation

\_\_\_\_\_  
(Name of Bidder)

I hereby certify that on contract: \_\_\_\_\_

\_\_\_\_\_  
(Name of Project)

We will use the following Minority, Women, and Disadvantaged Business Enterprises (MWDBE), and Local (Cumberland, Hoke, Harnett County) as construction subcontractors, vendors, suppliers, or providers of professional services.

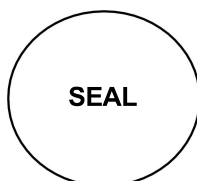
<u>Name, Address, &amp; Phone No.</u>	<u>*MWDBE Category / **Local</u>	<u>NAICS</u>	<u>Dollar Value</u>

\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

\*\*Local: Fayetteville Metropolitan Statistical Area (MSA) comprising of Cumberland County, Hoke County, and Harnett County. PWC is requesting this information for reporting purposes only, and use of local entities will not be considered for compliance with the requirements of the MWDBE Program.

The total value of MWDBE/local business contracting will be \$ \_\_\_\_\_

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_

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

My commission expires \_\_\_\_\_

**FAYETTEVILLE PUBLIC WORKS COMMISSION  
MWDBE ADD / CHANGE FORM**

If a MWDBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the good faith efforts set forth in the MWDBE Program if soliciting a replacement or additional subcontractor.

**For MWDBE Change Request, please provide all information below:**

Prime Contractor: \_\_\_\_\_

Subcontracted Work: \_\_\_\_\_

Previous Subcontractor: \_\_\_\_\_

Reason this for change request:  
\_\_\_\_\_

New Subcontractor: \_\_\_\_\_ MWDBE Category: \_\_\_\_\_

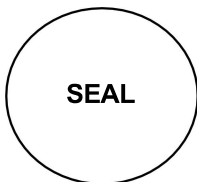
**To Add MWDBE Subcontractor/Subcontracted work:**

If this is a new trade being subcontracted or a subcontractor that was not documented in the original Project Bid Information submittal, then good faith efforts to solicit a MWDBE must be documented, as the original MWDBE instructions indicate. Please provide all good faith efforts below showing all the MWDBE firms contacted to perform this work along with any additional good faith efforts or evidence that there are not reasonably available firms in the work area. PWC's MWDBE Program requires that good faith efforts are to be carried out to the fullest extent practicable. If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

Name, Address, & Contact Information	MBE or WBE and Certifying agency	How was this firm contacted (email, letter, or Phone) and what was the result of the solicitation? *

\*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_

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

My commission expires \_\_\_\_\_

# SMALL LOCAL SUPPLIER / MWDBE SUBCONTRACTOR DISCLOSURE FORM

Contractor: \_\_\_\_\_  
 Address & Phone: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Pay Application # \_\_\_\_\_

Please complete the below form by providing the necessary information for the payments made to each subcontractor, vendor, or supplier for the work associated with the identified pay application. This form must be fully completed and attached to each pay application.

Firm Name, Address, and Contact Information	Payment Amount	Type of Work/Commodity (Include NAICS Code)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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