



INVITATION FOR BID

PWC2627008

**TWO (2) PREFABRICATED RELAY CONTROL
HOUSES FOR POD 5 & POD 1**

**Date of Issue: July 31, 2026
Bid Opening Date: August 27, 2026
2:00 P.M.**

Direct all inquiries concerning this IFB to:

**Nikole Bohannon
Procurement Manager
procurement@faypwc.com**

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**ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 & POD 1**

**Cumberland County
North Carolina**

Pursuant to N.C.G.S 143-129 and 133-3, sealed Bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:00 p.m., EST, Thursday, August 27, 2026**, for the **TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 & POD 1**.

The Commission is requesting firm quotations for two (2) prefabricated relay control houses, as specified in this document, to support the operation of the POD 5 – McArthur Drive and POD 1 – Owen Drive Substations. These buildings will serve as relay control houses for the substations upon completion.

Enclosed are the Instructions to Bidders, Material/Technical Specifications, and Bid Pricing Form. Bidders must submit the completed Attachment A, Attachment B, Attachment C (if applicable), and Attachment H Economic Impact Discloser Form, and any required addendum acknowledgments. Submissions must be made using the provided forms or exact copies thereof, as specified in the IFB documents. Unsolicited bid samples or descriptive literature may 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.

Questions regarding this bid must be submitted in writing to the attention of **Nikole Bohannon**, at procurement@faypwc.com no later than **4:00 p.m., EST August 14, 2026**, in order to be considered for a response.

Mailed bids must be addressed to **Nikole Bohannon**, Procurement Manager, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **IFB: PWC2627008 TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 & POD 1** and shall indicate the name and address of the bidder. Late bids will not be considered.

Fayetteville Public Works Commission reserves the right to accept or reject any or all bids, to waive minor informalities or technicalities as permitted by law, to disregard nonconforming or nonresponsive bids, and to re-advertise for bids if deemed in the best interest of PWC. The bid tabulation and announcement of the apparent low bidder at the bid opening do not constitute a binding contract with PWC. No contract will be considered awarded until a formal written Agreement is executed by both PWC and the successful bidder. The award of a contract, if made, will be to the lowest responsive, responsible bidder whose qualifications indicate the award will be in the best interest of PWC.

**FAYETTEVILLE PUBLIC WORKS COMMISSION
Nikole Bohannon
Procurement Manager**

INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 & POD 1

PURPOSE AND BACKGROUND

The two (2) control houses will replace the existing older metal buildings with new prefabricated concrete structures. The Commission is requesting firm quotations for two (2) concrete relay control houses, as specified in this document, to support the operation of the McArthur Drive and Owen Drive Substations. As part of this project, the relay panels within these buildings will also be updated. Once completed, these buildings will serve as relay control houses for the substations.

OBJECTIVE OF THE REQUEST

It is the intent of this bid invitation to obtain pricing for **TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 & POD 1** within the material/technical specifications section of this Invitation for Bid (IFB). You are requested to submit your bid on the enclosed **Attachment B: 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
Advertisement Date	Bidders	July 31, 2026
Question Deadline	Bidders	August 14, 2026, at 4:00 P.M.
Addendum Deadline	PWC	August 18, 2026, at 5:00 P.M.
Bid Opening	Bidders	August 27, 2026, at 2:00 P.M.
Target Commission Date	PWC	Wednesday, September 16, 2026
Target Council Date	PWC	Monday, September 28, 2026
Award /Sale of Goods Agreement	PWC	October 2026
Preferred Delivery	Awarded Bidder	June 2027

QUESTIONS

Written questions shall be e-mailed to procurement@faypwc.com by the date and time specified in the IFB schedule. Bidders will enter "**IFB PWC2627008 – 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. Bidders shall rely only on the 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.

Bidders are expressly prohibited from contacting any PWC official or employee associated with this IFB or project, except through the Procurement Advisor identified on the IFB cover page and only in the manner described above.

ECONOMIC IMPACT (EI) PROGRAM PARTICIPATION

Fayetteville PWC supports fair and open competition in all procurement activities and encourages participation from qualified businesses of all sizes. For the purposes of PWC procurements, a qualified business is one that demonstrates the capacity, capability, and resources to perform in accordance with the specifications, terms, and conditions of the solicitation. PWC also recognizes the value that small and locally based suppliers bring to the community and to the efficiency of its operations.

While no specific business certification is required for award, bidders that are certified as a Disadvantaged Business Enterprise (DBE), Small Business Administration (SBA)-certified firm, or PWC Small Local Supplier (SLS) are encouraged to participate and, when applicable, to indicate that status on the Economic Impact Disclosure Form included in this solicitation.

GREATER FAYETTEVILLE CHAMBER OF COMMERCE

Members of the Greater Fayetteville Chamber of Commerce preferred, but not required.

REFERENCES

Bidders are encouraged to provide up to three (3) references where the company has supplied equipment or services within the energy and power generation industry, when the model or equipment differs from that noted in **Attachment A: Material/Technical Specifications** or **Attachment B: Bid Pricing Form**. PWC may contact these references to assess whether the bidder's performance was satisfactory and aligned with industry standards. The information obtained may be considered in the evaluation of the bid. If PWC is listed as a reference, it may be included as one of the three (3) optional references.

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

VENDOR REGISTRATION VIA ISUPPLIER

- 1) All vendors interested in doing business with PWC must register as a vendor through the iSupplier Portal using the link below. The iSupplier self-service portal enables vendors to have real-time access to information regarding purchase orders, invoices, and payments through a secure environment. Attach a copy of your W9 to your online registration.

<https://www.faypwc.com/isupplier-doing-business-with-pwc/>

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. Any proposed deviation, exception, clarification, or variation to the Material/Technical Specifications or the Sale of Goods Agreement must be clearly identified and submitted only on the applicable Form of Exceptions (**Attachment F** and/or **Attachment G**). Deviations, conditions, or bidder standard terms included elsewhere in the bid, including in cover letters, pricing notes, appendices, or other materials, shall not modify the requirements of this IFB and may render the bid nonresponsive. Proposed exceptions to the Sale of Goods Agreement that materially alter or are inconsistent with the rights, obligations, risk allocation, remedies, indemnification, warranty, insurance, governing law, limitation of liability, delivery, payment, or other material terms of the Agreement may affect responsiveness, award eligibility, or contract execution. PWC reserves the right to request clarification of such exceptions and, if deemed in the best interest of PWC, negotiate their resolution. If the parties are unable to reach agreement on mutually acceptable terms, PWC may reject the bid, rescind an award, or proceed to the next lowest responsive, responsible bidder.

- 2) Unsolicited bid samples or descriptive literature may not be examined or tested, will not be used to determine responsiveness, and will not vary any of the provisions of the IFB. PWC reserves the right to accept or reject any or all bids, to waive minor informalities or technicalities as permitted by law, to disregard nonconforming or nonresponsive bids, and to re-advertise for bids if deemed in the best interest of PWC. The bid tabulation and announcement of the apparent low bidder at the bid opening do not constitute a binding contract with PWC. No contract will be considered awarded until a formal written Agreement is executed by both PWC and the successful bidder. The award of a contract, if made, will be to the lowest responsible, responsive bidder whose qualifications indicate the award will be in the best interest of PWC.
- 3) 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.
- 4) Bids must be submitted in an envelope clearly marked with **"IFB: PWC2627008 TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 & POD 1"** along with the bidder's name and address. **Even if this envelope is placed inside a courier's envelope, the courier envelope itself must also be properly marked to ensure the bid can be identified without opening it.** This is critical for proper sorting and handling, as multiple bids are received daily for different Procurement Advisors. Any bid received without proper labeling on the courier envelope will be returned to the sender and will not be considered for award. All bids must be delivered to the Fayetteville Public Works Commission, Administration Building, Procurement Department, at 955 Old Wilmington Road, Fayetteville, NC 28301, by the specified deadline. Late bids will not be considered.
- 5) 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.
- 6) Bidders shall submit bids only on the Bid Pricing Forms provided herein, or exact copies thereof **(See Attachment B: Bid Pricing Form)**. Failure to provide full and complete Bid Pricing Forms using the form provided herein will result in a bid being deemed non-responsive.
- 7) 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.
- 8) Do not submit alternate bids unless specifically called for.

QUANTITIES AND PRICING

- 1) All bidders are advised to include all costs incurred by the bidder in delivering the **TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 & POD 1** to PWC **(See Appendices for Substation Vicinity Map showing delivery location of the control**

houses) in their bid submittal, including but not limited to materials, labor, overhead, profit, freight, handling, duties, tariffs, and other import-related charges, unless expressly authorized otherwise in this IFB.

- 2) Known tariffs, duties, and import-related charges effective as of the bid due date shall be included in the bid price. Pricing that excludes such costs or conditions included upon shipment date, import date, or future determination may be deemed nonresponsive.
- 3) The invoice submitted for payment shall not reflect any additional or separate charges (including fuel surcharges, tolls, or tariffs). PWC is not tax-exempt.
- 4) Post-award price increases related to fuel surcharges, tolls, or tariffs are not permitted.
- 5) If price adjustments are permitted for non-tariff cost changes during the Agreement term, such adjustments shall be expressly identified in this IFB, limited to the specific indices listed, and applied only at the intervals stated. Any permitted price adjustment shall be based solely on the identified index or indices.

BID PRICE EVALUATION

- 1) If required by the Bid Pricing Form, bidders shall provide a unit price and an extended price for each line item. The extended price shall be calculated by multiplying the bidder's unit price by the quantity identified in the IFB.
- 2) As part of the evaluation process, PWC will prepare a bid tabulation using the quantities identified in the IFB and the unit prices submitted by each bidder. PWC will verify the bidder's extended price for each line item by multiplying the bidder's submitted unit price by the applicable IFB quantity. PWC will not modify or adjust a bidder's submitted unit price.
- 3) For IFBs containing multiple line items, the total tabulated bid price shall be determined by summing the tabulated extended prices for all line items.
- 4) The tabulated bid price is intended to ensure a consistent and equitable comparison of bids using the same quantities and pricing methodology for all bidders. The bidder's submitted unit price shall govern for each line item. In the event of a discrepancy between a bidder's submitted extended price, total bid price, bid opening announcement, or other bidder-calculated totals and the tabulated bid price calculated using the bidder's submitted unit prices and the IFB quantities, the tabulated bid price shall control for evaluation and award recommendation purposes.
- 5) PWC reserves the right to use the tabulated bid price for bid tabulation, evaluation, responsiveness determinations, and award recommendation purposes. Separate freight, handling, delivery, tariff, surcharge, fuel, or similar charges not incorporated into the bidder's submitted unit prices shall not be included in the tabulated bid price unless expressly permitted elsewhere in the IFB.

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) Following award approval, PWC will provide the Sale of Goods Agreement to the successful bidder for signature. The successful bidder shall execute and return the Agreement within thirty (30) calendar days of receipt. If the Agreement is not fully executed within thirty (30) calendar days, including situations involving proposed revisions, exceptions, or conditions that materially alter the terms of the IFB or Sale of Goods Agreement, PWC reserves the right, at its sole discretion, to rescind the award and proceed to the next lowest responsive, responsible bidder without further obligation to the initially selected bidder.
- 3) 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.
- 4) 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.
- 5) 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. 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.
- 6) A Sale of Goods Agreement will be executed in connection with this award. For one-time purchases, the Sale of Goods Agreement will cover the anticipated delivery timeframe required to fulfill the purchase. For purchases utilizing releases, the Sale of Goods Agreement will be awarded for an initial period of one (1) year, to begin on contract execution date, and may be extended for an additional one-year period, if the placement or delivery of the final releases extends beyond the initial term, upon mutual written agreement of both parties. The Sale of Goods Agreement will govern applicable pricing, delivery, and contractual terms for the applicable purchase type.
- 7) The successful bidder shall not assign, transfer, or convey any part of the agreement, including rights or obligations, to a third party without obtaining prior written approval from PWC. This includes the assignment of payments that may become due under the agreement. Any unauthorized assignment may result in disqualification or termination of the agreement. Approved assignments do not relieve the successful bidder of their responsibilities under the terms of the agreement unless explicitly stated in writing by PWC.
- 8) The successful bidder must promptly notify PWC in writing of any legal actions, investigations, or issues arising during the agreement period that may impact their ability to perform their obligations under the agreement. Failure to provide timely notification may result in termination of the agreement. As outlined in **Attachment C: Certification of Primary**

Participant Regarding Debarment, Suspension, and Other Responsibility Matters, the successful bidder must also certify that no such legal impediments exist at the time of bid submission. If circumstances change after submission or during the agreement period, the bidder is required to immediately inform PWC, providing full details of the situation.

DELIVERY AND PAYMENT

- 1) Delivery to be made F.O.B. Public Works Commission (**See Appendices for Substation Vicinity Map showing delivery location of the control houses**).
 - i) POD1 - 2842 Cumberland Road, Fayetteville, NC 28306
 - ii) POD5 – 235 Southland Drive, Fayetteville, NC 28311
- 2) Deliveries shall be made between the hours of **9:00 a.m. and 3:00 p.m., Monday through Thursday, holidays excluded**, 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 1089, Fayetteville, North Carolina 28302.

ATTACHMENT A: TECHNICAL SPECIFICATIONS (NON-INVENTORY)

For non-inventory procurements, “Technical Specifications” refer to project-specific requirements included in this IFB.

Suitability for Intended Use

Bidders are requested to offer items that meet or exceed the requirements of the Technical Specifications. PWC reserves the right to evaluate all bids for compliance with these requirements and to determine suitability based on performance, compatibility, and intended use. Such evaluation shall be conducted consistent with the requirements of N.C.G.S. §§143 129 and 133-3.

Descriptive Literature

Each bid shall be accompanied by complete descriptive literature, specifications, and all other pertinent data necessary for a thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid.

Deviations

The nature of all proposed deviations or variations from the detailed Material/Technical Specifications listed herein shall be clearly and completely described by the bidder on the applicable Form of Exceptions – Specifications.

Failure to identify a deviation or variation shall be interpreted as the bidder’s confirmation that the items offered are in full and strict compliance with the Technical Specifications, and the successful bidder shall be held responsible for supplying conforming goods.

Deviations shall be explained in sufficient detail to permit evaluation. No implication is made or intended by PWC that any deviation or variation will be acceptable, and material deviations or variations may result in the bid being deemed nonresponsive.

**FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NORTH CAROLINA**

**SPECIFICATIONS AND BID DOCUMENTS FOR
A PREFABRICATED RELAY CONTROL HOUSE FOR THE
POD 5 – MCARTHUR RD SUBSTATION**

ISSUED FOR BID



06/04/2026

TECHNICAL SPECIFICATIONS

1.0	Standards.....	1
2.0	Drawings and Instruction Books.....	1
3.0	Shipping	2
4.0	Building Construction	3
5.0	Climate Control, Ventilation and Safety	6
6.0	Electrical Materials, Equipment and Installations	7
7.0	Permits and Clean-Up	10
8.0	Work	10
9.0	Warranties	10
10.0	Bidder/Commission Responsibilities.....	10

APPENDICES

1. List of Drawings
2. Vicinity Map

**FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NORTH CAROLINA**

**TECHNICAL SPECIFICATIONS FOR
PREFABRICATED RELAY CONTROL HOUSES FOR
POD 5 – MCARTHUR DRIVE AND POD 1- OWEN DRIVE**

TECHNICAL SPECIFICATIONS

1.0 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 ASTM, ACI, IBC, ANSI, AEIC, NEMA, NESC, UL, and IEEE.

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

2.0 Drawings and Instruction Books

2.1 The Manufacturer 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.

- 2.1.1 List of Material which shall include a complete description of all items furnished including quantity, catalog numbers, ratings, and Manufacturer.
- 2.1.2 Structural, electrical, and mechanical Drawings for each prefabricated relay control house shall be sealed by a Professional Engineer licensed in the State of the project.
- 2.1.3 Heating, ventilation, and air conditioning calculations shall be submitted for approval with structural Drawings.
- 2.1.4 Structural calculations and foundation design reactions for each prefabricated relay control house including lifting lug design shall be submitted with Approval Drawings and sealed by a Professional Engineer licensed in the state of the project.
- 2.1.5 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.
- 2.1.6 Drawings shall include design loads and standards utilized in the design of each control house.
- 2.1.7 Each control house shall be designed for earthquake zone one (1). Structural Drawings shall note earthquake certification and bear the seal of a professional engineer of the state in which the building will be located.
- 2.1.8 Dimensional information shown on all Drawings shall be stated in feet and inches.
- 2.1.9 All Drawings and documentation shall be marked on each sheet a label that identifies the Owner's name and specific substation. For example, "Fayetteville Public Works Commission – POD 5- McArthur Rd Substation" and are to be submitted directly to the Public Works Commission; Attention: Mr. Joel Valley, 955 Old Wilmington Road; Fayetteville, NC 28301 (joel.valley@faypwc.com).

2.2 Drawings Furnished with Specifications

Standard substation design Drawings by Booth & Associates, LLC, have been prepared for the Commission's substation. A list of Drawings is in the *Appendices*.

2.3 Drawings Furnished by Manufacturer

2.3.1 Approval Drawings

- 2.3.2 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) 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 digitally, or if paper copies are sent, four (4) 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.

Submittal of Approval Drawings to the Engineer shall not be delayed, even if the manufacturing and Delivery Schedule allows for it. Manufacturer shall make every effort to provide Drawings on a regular schedule after receipt of Purchase Order, regardless of when the final product is being shipped. Approval Drawings are critical to other elements of the project schedule and delaying.

2.3.3 Final Drawings

Contingent upon Approval Drawing review and product manufacture, the Manufacturer shall issue final documentation for each deliverable as follows:

2.3.3.1. One (1) complete set of all Drawings, sealed and revised to "as-built" status.

2.3.3.2. One (1) complete set of all Drawings, revised to "as-built" status, released on two (2) separate USB storage drives, compatible with AutoCAD® 2025.

2.3.3.3. 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.

Two (2) copies of bound instruction books and Drawings shall be furnished for each control house.

Two (2) copies of certified test reports corresponding to functional performance measurements after final assembly.

2.3.3.4. All Drawings are to be certified correct and supplied within a reasonable length of time prior to shipment of the equipment. Final Drawings shall not be delayed, as stated for Approval Drawings above.

3.0 Shipping

- 3.1 Equipment shall be shipped upright to the substation site in an air-ride flatbed trailer so as to facilitate crane unloading by the Manufacturer.
- 3.2 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.
- 3.3 Release for shipment is to be granted by either the Commission or the Engineer based upon the Manufacturer's compliance with the following:

- 3.3.1 Furnishing of the required number of copies of the Final Drawings as called for in the *Technical Specifications*.
- 3.3.2 Coordination of manufacture and delivery with the Owner's construction schedule as may be noted in the Specifications.
- 3.3.3 Thirty (30) days notification of tentative shipping schedule and two (2) working days notification prior to all deliveries.
- 3.4 Shipments will be received between the hours of 9:00 am and 3:00 pm, Monday through Thursday, holidays excluded.
- 3.5 See *Appendices* for Substation Vicinity Map showing delivery location of the control houses.
- 3.6 The Manufacturer shall perform complete rigging and setting in place of the control houses using a hydraulic crane. **The gross load of the lift shall not exceed seventy-five percent (75%) of the rated crane capacity at the maximum radius. Manufacturer shall submit lift plan to Owner for review. Allow one (1) week for Owner review.**

4.0 **Building Construction**

4.1 Design

- 4.1.1 Design and construction shall conform to the latest applicable standards as issued by the following agencies:
 - American Concrete Institute, ACI 318: *Building Code Requirements for Structural Concrete and Commentary*
 - National Electric Manufacturers Association (NEMA)
 - National Electric Code (NEC) (NFPA #70)
 - International Building Code (IBC – North Carolina Edition)
 - American Society of Civil Engineers, ASCE 7: *Minimum Design Loads for Buildings and Other Structures*
 - American Society for Testing and Materials (ASTM)
 - NFPA, 5000: *Building Construction and Safety Code*
 - Underwriters Laboratories (UL)
- 4.1.2 The building shall be precast, preassembled concrete. The building shall withstand 30/06 rifle fire at 15' distance per UL 752 standards. 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.
- 4.1.3 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 in the state where the building will be installed.
- 4.1.4 Floor and base (if supplied by Bidder) shall be designed to withstand all dead and live loads as applicable.
- 4.1.5 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.
- 4.1.6 The ceiling/roof shall be capable of withstanding an additional single continuous load of 100 lbs per linear foot located at mid-span of the ceiling panels and running the entire building length.

- 4.1.7 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.
- 4.1.8 If transportation restrictions allow, the structure shall be constructed in one (1) piece. Should transportation restrictions dictate multi-piece construction, shipping splits shall be structurally reinforced to minimize distortion during handling and transportation.
- 4.1.9 The entire structure (or each shipping piece for multi-piece structures) shall be designed for lifting from lugs located along the base perimeter. Base and floor system shall be designed to withstand all loads while supported at lift points only. The structural designer will be responsible for proper location of lifting eyes to prevent unequal lifting. All lifting lugs shall be removable or be cast in flush to exterior walls.
- 4.1.10 The optimum operating temperature of the equipment to be installed shall be assumed to be 78°F. The heating and cooling requirements for the building 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.
- 4.1.11 The Manufacturer shall also be responsible for the installation of the cable tray system. Suspension rods shall be ½-inch diameter stainless steel rod, continuously threaded, and shall be securely attached to roof structure to achieve the spacing and elevations required as indicated on the Drawings. The bottom elevation of all suspension rods shall be a minimum of eight feet (8'-0") above finished floor. The cable tray shall be installed in accordance with NEMA VE two (2) cable tray installation guidelines.
- 4.1.12 The Manufacturer shall provide NEMA 4-hole terminal pads in locations as shown on the Drawings for connecting each building to the substation ground grid. All electrical equipment, panels, and cable trays shall be bonded to these pads with a bare stranded 2/0 AWG copper conductor. This 2/0 AWG grounding conductor shall be routed as detailed on each Control House Plan.

4.2 Materials and Construction

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.

The materials shall be new, unused, and fabricated in a workmanlike manner in a factory environment.

4.2.1 Concrete Building

- 4.2.1.1. The Compressive strength shall be 4000 psi at 28 days.
- 4.2.1.2. The building shall be completely air conditioned and heated.
- 4.2.1.3. Mix design shall be 114-118 lb/cf structural lightweight concrete using expanded shale or expanded clay aggregate. Mix shall be homogeneous. Seeding of aggregates for exposed aggregate finish is not allowed.
- 4.2.1.4. Cement used in concrete shall be standard Portland Cement conforming to the requirements of *Standard Specifications for Portland Cement* ASTM Designation C150.
- 4.2.1.5. Concrete aggregates shall conform to "Specifications for Concrete Aggregates" ASTM Designation C33 or "Specifications for Lightweight Aggregates for Structural Concrete" ASTM Designation C330.
- 4.2.1.6. Water shall be free from injurious quantities of oil, alkali, vegetable matter, and salt. Non-potable water shall not be used in mixing concrete.

- 4.2.1.7. Reinforcement bars shall be deformed steel bars conforming to the requirements of *Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement* ASTM Designation A615.
- 4.2.1.8. Welded smooth wire fabric shall be steel wire fabric conforming to the requirements of *Specifications for Welded Steel Wire Fabric for Concrete Reinforcement* ASTM Designation A185.
- 4.2.1.9. Air-entraining admixtures shall conform to *Specifications for Air-entraining Admixtures for Concrete* ASTM Designation C260.
- 4.2.1.10. Water-reducing admixtures, retarding admixtures, accelerating admixtures, and water-reducing and accelerating admixtures shall conform to *Specifications for Chemical Admixtures for Concrete* ASTM Designation C494.
- 4.2.1.11. Fly ash or other pozzolans used as admixtures shall conform to *Specifications for Fly Ash and Raw or Calcined Natural Pozzolans for Use in Portland Cement Concrete* ASTM Designation C618.
- 4.2.2 Floor section shall be six (6) to eight (8) inches waffled structural precast concrete section. Ribs shall be a maximum of two feet (2'-0") o.c. transverse and four feet (4'-0") o.c. longitudinal. All surfaces shall be smooth. Floor will be designed to support dead load of seven equipment cabinets, mounted mid-floor, with a minimum footprint of 28" x 32" each, with a weight of 800 lbs. each.
- 4.2.3 The interior floor surface in the main equipment room shall be covered with 1/8" x 12" x 12" square vinyl floor covering, bonded with a waterproof contact adhesive. Floor to wall intersection shall be finished with 4" vinyl baseboard.

The interior floor surface in the storage room shall be bare concrete primed with high solids epoxy primer and finished with high solids polyurethane enamel with anti-skid additive. Floor-to-wall intersection shall be finished with 4" vinyl baseboard.
- 4.2.4 Wall section shall be four inches (4") solid concrete, cast in one piece to minimize joints, with an exterior exposed aggregate finish.

All joints shall be sealed with a compressible, resilient sealant. There shall be no exposed roof-to-wall or wall-to-floor joints.
- 4.2.5 Roof section shall be concrete with 1/8" per foot drainage slope. Roof section shall provide two inch (2") overhang on all sides. The roof will be a hip type sloping four (4) directions, it shall be a cap and fit over the walls, leaving no exposed roof to wall joint. Roof shall be designed to withstand external loading as prescribed by the applicable codes in Section 7.1.1.
- 4.2.6 Exterior surfaces of walls and roof shall be sealed with two (2) coats of Thoroglaize H Sealer, or acceptable equal, in strict conformance with manufacturer's instructions.
- 4.2.7 Wall and ceiling insulation and finish shall be foam board insulation covered with 3/4" thick board, surfaced with fiberglass reinforced plastic. Insulation value in the ceiling shall be R-19. Insulation value in the walls shall be R-11. Plastic joint or corner trim shall be installed at all panel joints.
- 4.2.8 Interior walls for partitioning of storage room area shall extend to full height of ceiling contour. Partition wall shall include necessary insulation to achieve a minimum thermal rating of R-11. Finish of both surfaces of partition wall shall be same as that specified for interior of main walls. Material for interior wall erection may be either timber or metal. Partitions shall be capable of supporting 450 lbs per linear feet (225 feet lbs. moment per linear feet, resulting from equipment mounting)
- 4.2.9 All utilities shall be UL listed and recognized devices. Wiring of all utilities shall be performed using THW, copper wire run in exposed EMT. All utilities shall be functionally tested prior to completion.

- 4.2.10 HVAC is required, calculations shall be submitted with Approval Drawings showing required sizing for ventilation, heating and/or air conditioning loads, indicating ambient intrusion and internal equipment heat losses used as design parameters.
- 4.2.11 Lifting lugs shall be located along building base frame exterior and shall be removable or cast in flush with outside surface of the wall. Structural calculations for lifting lug design shall be submitted with Approval Drawings.
- 4.2.12 Cutouts for cable tray entrance shall be covered with 12 gauge galvanized steel cover plates with rubber gaskets as located on Drawings.
- 4.2.13 Should transportation restrictions require shipping splits, each open area shall be sealed with 2" thick wooden framing and plywood cover. Seams in plywood shall be liberally caulked at the exterior.
- 4.2.14 All permanent structural primary and secondary members shall consist of materials which do not support combustion. Use of wood or other materials which support combustion shall not be allowed.
- 4.2.15 Insulated Metal Swing Doors
 - 4.2.15.1. All exterior doors shall be three feet by eight feet by one and three-fourths inches (3' x 8' x 1 3/4") 18 gauge galvanized steel, 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.
 - 4.2.15.2. 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.
 - 4.2.15.3. The threshold shall be extruded aluminum and shall provide a positive weather seal.
 - 4.2.15.4. Double-leaf 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.
 - 4.2.15.5. Each door shall be provided with a standard-duty hydraulic door closer with aluminum lacquer finish.
 - 4.2.15.6. Doors shall have stop to hold door open.
 - 4.2.15.7. Door locks shall be equipped with anti-pick coverplates.
 - 4.2.15.8. Door leaves and frames shall be bonderized galvanized steel and painted with one (1) coat of oven-dried rust-inhibitive primer.
 - 4.2.15.9. Door frames and leaves shall be factory finished with an enamel paint to match other exterior trim.
 - 4.2.15.10. 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.
 - 4.2.15.11. 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.
 - 4.2.15.12. 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.

5.0 Climate Control, Ventilation and Safety

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

- 5.1 Wall-mount and window-mount HVAC 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 68°F in the summer and 76°F in the winter.

- 5.2 Manufacturer shall state the EER rating, Manufacturer, BTU/H for heating/cooling, and model number of the units to be furnished in the Manufacturer's Proposal.

6.0 Electrical Materials, Equipment, and Installations

- 6.1 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 (NEC) interim amendments and 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 Owner and Engineer.
- 6.2 All equipment shall be properly and securely mounted and connected. Proper clearances shall be maintained. All bus and lead connections shall be electrically sound.
- 6.3 The Manufacturer shall install all AC and DC panelboards and all conduit runs to electrical devices, complete with appropriate wiring and cables to devices provided by Manufacturer. The Manufacturer 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 Manufacturer shall be responsible for hook-up and termination of all wiring internal to each control house as well as any discrepancies encountered during check-out and station energization.
- 6.4 The Manufacturer shall provide NEMA 4-hole terminal pads in locations as shown on the Drawings 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.
- 6.5 Conduit
- 6.5.1 The Manufacturer 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. In the event that such accumulation cannot be removed by methods approved by the Engineer, the conduit run shall be replaced.
- 6.5.2 Surface mounted EMT conduit will be utilized for the wiring connections to all electrical devices provided by the Manufacturer.
- 6.5.3 2-inch 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 2-inch EMT conduits that will fit in the panels shall be installed.

6.6 Building Power Wiring and Control Cables

Building power wiring (furnished by the Manufacturer) and building control cables (furnished by the Manufacturer) for interconnection shall be sized and installed as shown on the Drawings. 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.

- 6.6.1 Building interior service and house wiring (furnished by the Manufacturer) 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.
- 6.6.2 Substation relay panel wiring (furnished by the Bidder) for connecting relay panels to AC and DC panels along with the termination cabinet shall be 4 conductor, #10 AWG, Color Table E-1, Anixter 2MR-1004-1 and 12 conductor, #10 AWG, Color Table E-2, Anixter 2MR-1012 or equal.

- 6.6.3 Substation relay panel communication cables (provided by Owner) shall be labeled and installed by Bidder.

6.6.4 Installation and Termination

Manufacturer shall install all wiring where both ends of the wiring are terminated inside the building on the equipment provided by the Manufacturer.

All control cables shall be clearly and permanently marked at each termination of the jacket in accordance with the cable numbers shown on the Control House Interconnect (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. 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 in each device shall be neatly dressed and tied using plastic ty-wraps. Terminations, wire markers, and ty-wraps shall be furnished by the Manufacturer.

6.7 Lighting

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

- 6.7.1 Primary lighting shall be installed as per the Drawings using LED fixture 120 volt.
- 6.7.2 Emergency lighting shall utilize Energi-Lite Catalog Number 12LSM110-2, fixtures with steel guard with two (2) 9 watt, 12 volt DC high-intensity tungsten bulbs.
- 6.7.3 Lighting for storage room shall be 120 Vac LED, 100 watt equivalent with vapor proof globe.
- 6.7.4 Emergency light and exit sign (single-sided) over all (both) doors. Unit to be 120 Vac input with charger and battery for emergency operation.
- 6.7.5 Exterior lighting shall consist of three (3) 300 watt equivalent LED floods with motion detector as shown on the Drawings. All exterior floods shall utilize one switch for all on/off and normal motion operation.

6.8 Electrical Distribution Panels and Wiring

The Manufacturer 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 125 VDC.

- 6.8.1 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 Manufacturer shall mount the distribution panels and all outgoing branch circuits terminated within the building as indicated on the Drawings.
- 6.8.2 The AC distribution panels shall be single-phase, three-wire, 120/240 volts, and provided with a main breaker, frame, and the number of poles, single- and double-pole bolt-in branch circuit breakers, and lightning arresters 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 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 1a, with Type QBHW branch circuit breakers and Type FD main circuit breakers**. All outside receptacle circuits shall be equipped with ground fault interrupters (GFI). The Manufacturer shall be responsible for the complete installation of the distribution panel including grounding to the system ground bus. The AC power panel 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.

- 6.8.3 After fabrication, enclosure shall be rust-proofed and finished with baked-on enamel, light gray in color, ANSI 61.
- 6.8.4 The 125-volt DC system will include all wiring to relays and devices as indicated on the Drawings and will terminate as shown. The Manufacturer shall be responsible for the installation of the DC distribution panels mounted inside each control house, along with batteries, racking system, DC disconnects, and all associated conduits required for their installation.
- 6.8.5 The DC power panel is required for installation in each 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, 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 4-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 FD main breaker and Type EHD branch circuit breakers**.

- 6.8.6 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.

6.9 Cable Tray System

A cable tray system shall be installed by the Manufacturer for each control house. The cable tray shall be 24 inches wide and a minimum of 5 inches high, with a 5-inch minimum loading depth and shall be of the ladder type construction, manufactured of extruded structural grade aluminum. The cable tray shall conform to NEMA 16A Classification, (maximum of 8-foot support span length and 100 pounds per foot maximum loading). Ladder type construction shall utilize 9-inch rung spacing. Bends shall use 12-inch radius vertical and 12-inch radius horizontal 90° bends. The cable tray system shall be as manufactured by Chalfant, System 16A or approved equal. Each section of the cable tray shall be bonded by 2/0 AWG copper cable connected to grounding system.

6.10 IRIG-B Antenna

The Manufacturer shall install 1-inch conduit from the roof to the cable tray for installation of an antenna, as shown on the Drawings.

7.0 Permits and Clean-up

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

7.2 The Manufacturer 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.

8.0 Site Work

Since each control house will be installed onto an existing pad, there will be very minimal site preparation required. The Owner will clear any loose items from the area of the installation and will provide access to the site.

9.0 Warranties

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

10.0 Bidder/Commission Responsibilities

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

10.1 Bidder Responsibilities

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

10.1.1 One (1) complete concrete building 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.

10.1.2 Wall-mounted and window-mounted HVAC units.

10.1.3 Interior walls and partitions.

10.1.4 All necessary permits, fees, inspections, etc., for proper construction.

10.1.5 Clean-up and touch-up of any discolored or damaged material All necessary permits, fees, inspections, etc., for proper construction.

10.1.6 Building manufacturing Drawings and equipment bill of material.

10.1.7 Electrical wiring for outlets, switches, door switches, ventilation, HVAC unit, light fixtures, AC and DC panelboards, wiring bus duct, all transfer switches, relay panels, termination cabinet and battery charger.

10.1.8 Grounding system inside the control enclosure.

10.1.9 Cable tray systems.

10.1.10 One (1) metal desk and two (2) metal chairs.

10.2 Owner Responsibilities

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

10.2.1 Site preparation.

- 10.2.2 Grounding of building exterior to the ground grid. The Manufacturer will provide NEMA four-hole pads as shown on the Drawings for this purpose.
- 10.2.3 Pulling all control cables from the yard equipment into the building and terminating the control cable wiring.
- 10.2.4 Protective relaying panels as shown on Control House Plans.
- 10.2.5 Master key for door locks.

1

List of Drawings

LIST OF DRAWINGS

The work shall conform to the following Drawings by Booth and Associates, LLC, all of which form a part of these Specifications. The Contractor is responsible for contacting the Engineer 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 Engineer regarding any Drawings, their bid will be considered based on all Drawings and Specifications, as issued for bids.

POD 5 – McArthur Rd Substation

SHEET NO. DE8992	TITLE
CH1 of 2	Control House Plan & Sections
CH2 of 2	Control House Plan & Details
S58	AC-1, AC-2 Breaker Panels Interconnection Diagram
S59	DC-1, DC-2 Breaker Panels Interconnection Diagram

PLAN VIEW

SCALE: 1/4"=1'-0"

SECTION B-B

SCALE: 1/4"=1'-0"

SECTION E-E
SCALE: 1/4"=1'-0"

SECTION F-F
SCALE: 1/4"=1'-0"

SECTION A

SCALE: 1/4"=1'-0"

SECTION C-C
SCALE: 1/4"=1'-0"

*** BUILDING CONTRACTOR TO
INSTALL AS MANY 2"Ø EMT CONDUITS
AS WILL PRACTICALLY FIT FROM
TOP OF PANELS TO CABLE TRAY.
SEE EMT TERMINATION DETAIL AT CABLE TRAY
SHEET CH2 OF 2
SUBSTATION CABLEING TO BE RUN BY OTHERS

SECTION G-G

SCALE: 1/4"=1'-0"

SECTION H-H
SCALE: 1/4"=1'-0"

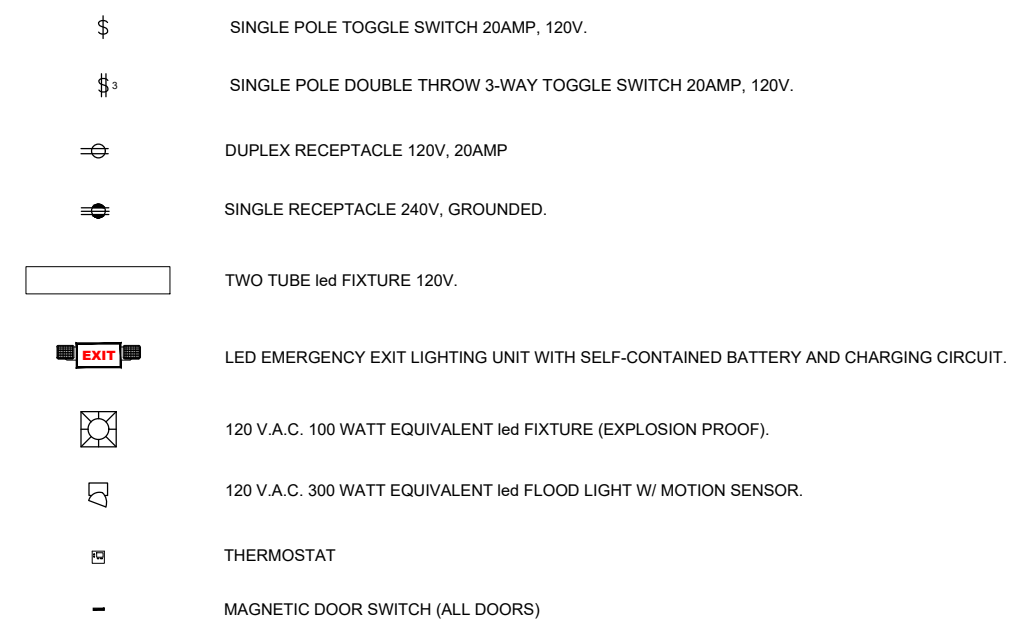
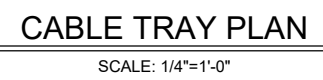
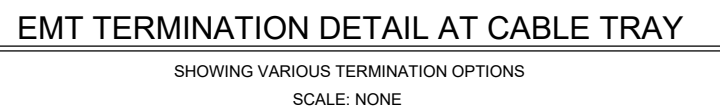
LEGEND

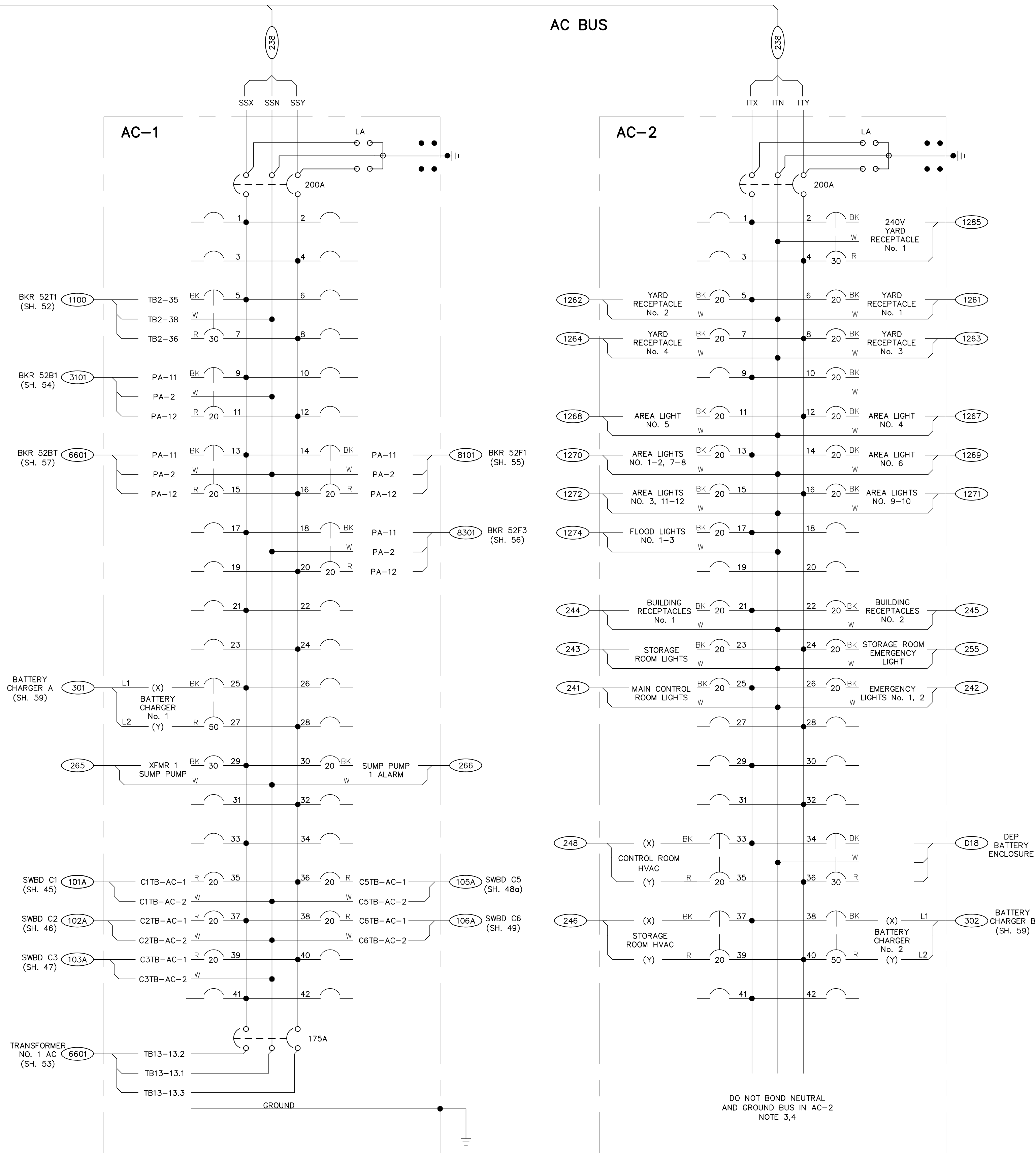
- | | |
|---|--|
|  | LED EMERGENCY EXIT LIGHTING UNIT WITH SELF-CONTAINED BATTERY AND CHARGING CIRCUIT. |
|  | SINGLE RECEPTACLE 240V, GROUNDED. |
|  | DUPLEX RECEPTACLE 120V, 20AMP, GROUNDED. |
|  | THERMOSTAT |

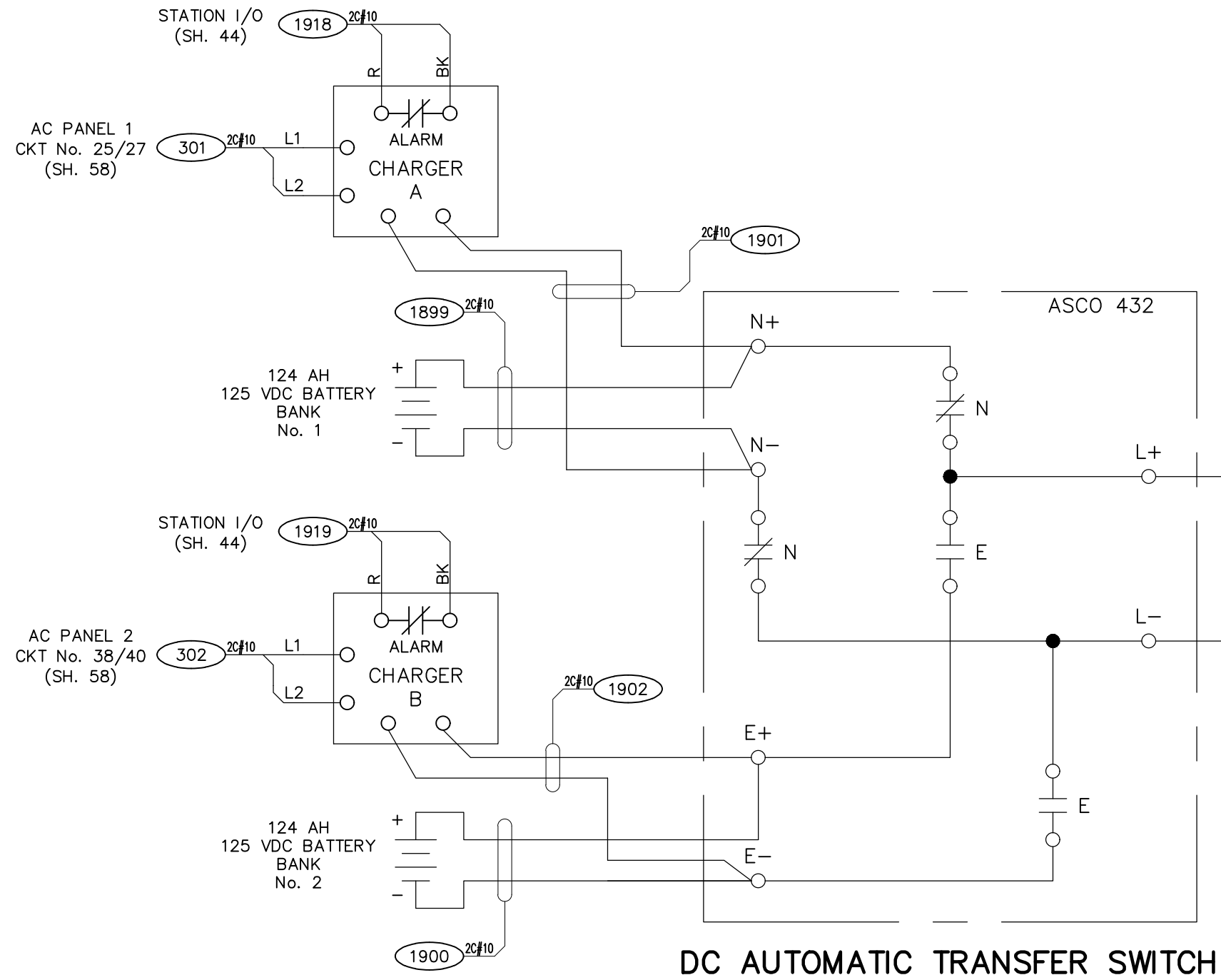
NOTES:

1. PANELS TO BE GROUNDED (VIA CABLE TYP) TO SUBSTATION GROUND AT TWO SEPARATE LOCATIONS ON DIAGONALLY OPPOSITE CORNERS. BONDING CONDUCTOR SHALL BE 2WG AWG STATED COPPER.
2. ALL ENTRANCES TO BUILDING SHALL BEAR "NO SMOKING OR OPEN FLAME" WARNING SIGNS ON EXTERIOR.
3. BUILDING CONTRACTOR SHALL FURNISH AND INSTALL CONTROL HOUSE, CABLE TYP, SUPPORT RODS, HVAC UNITS, AND COMPLETE ELECTRICAL WIRING FOR BUILDING OUTFITS, SWITCHES, RECEPTACLES, VENTILATION AND NIGHT FIXTURES.
4. CABLE TYP STRAIGHT SECTIONS AND FITTINGS TO BE NEMA LOADSIP RATING 12C, ALUMINUM, LUGS/TERMINAL TYPE 24" WIDE, 3" DEEP W/VA 1/4" & 3" RUNG SPACING, CHALFANT SYSTEM NO 72A OR APPROVED EQUIVALENT.
5. CABLE TO BE ATTACHED TO STATION GROUND GROUND AT INDICATED CORNERS BY USE OF 1/4" x 3" COPPER BUS BAR, INSTALLED THROUGH WALL, 12" ABOVE FLOOR LEVEL, 4-HOLE NEMA SPACING, INSIDE AND OUT. SEE GROUNDING PAD DETAIL ON SHEET 2 OF 2.
6. ALL LIGHTING FOR CONTROL HOUSE SHALL BE LED FIXTURES. THIS INCLUDES EXIST, EMERGENCY AND OUTDOOR FLOOD LIGHTING.
7. WHERE THE FINAL SUBSTATION GRADE IS DISTRIBUTED DURING CONSTRUCTION, A TOTAL OF AT LEAST 6" OF STONE (3" OF WASHED STONE PLUS 3" OF CRUSHED RUBB) IS TO BE ADDED BACK TO ACHIEVE FINAL SUBSTATION GRADE.
8. HOUSE BRACKETING TO PROVIDE Y-TYPE STANDOFF BRACKET WITH MOUNTING BOLTS FOR ATTACHMENT OF THE SATELLITE SIGNAL CARRIER ANTENNA. THE ANTENNA AND COAX CABLE TO BE PROVIDED BY THE OWNER.

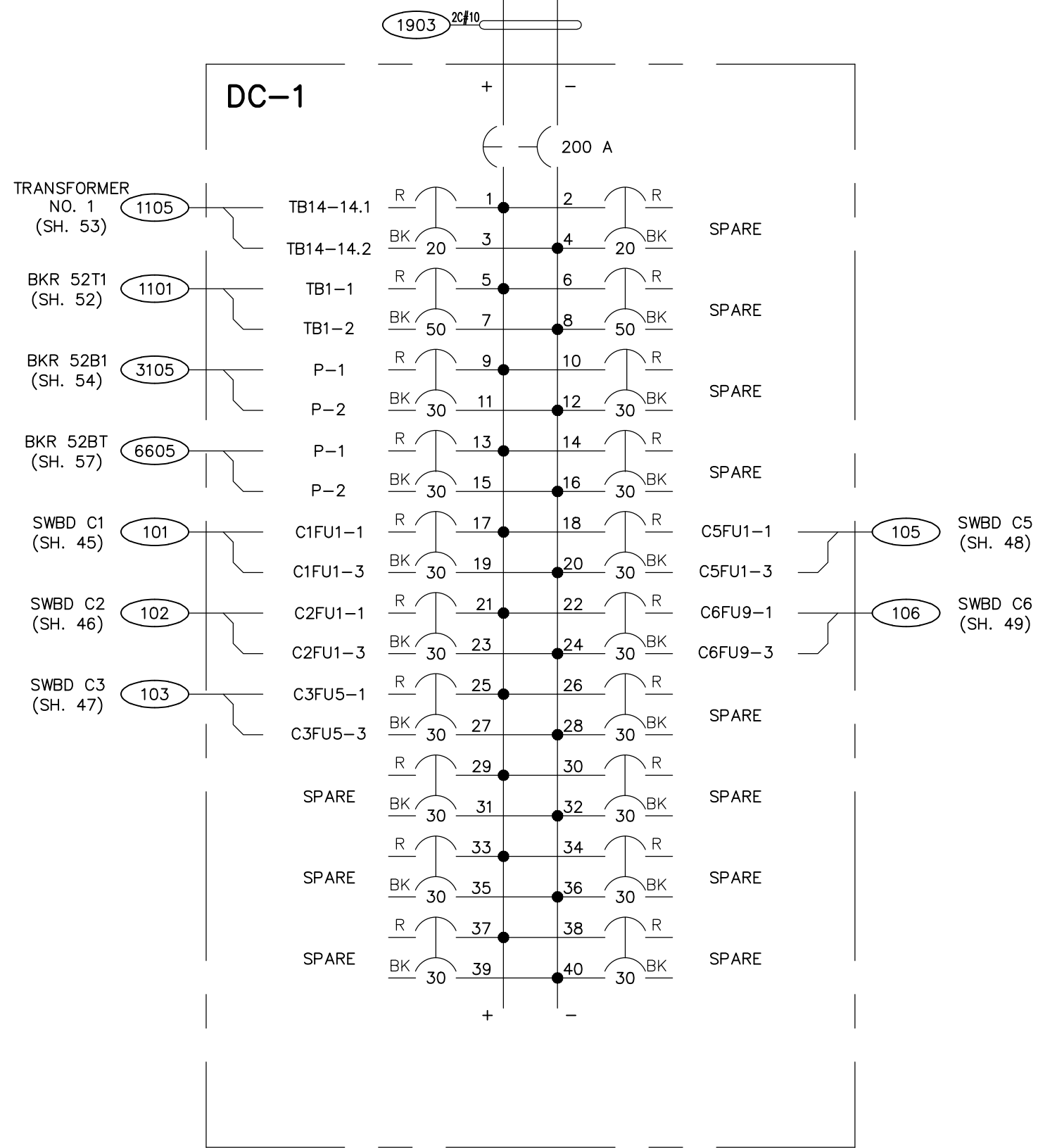
PROJECT NAME: POINT OF DELIVERY 5 (POD 5) MCARTHUR ROAD		DRAWING TITLE: CONTROL HOUSE PLAN & SECTIONS		DRAWN BY:		DS
				CHECKED BY:		BWS
APPROVED BY:		DATE:		06/27/2025		3/16"=1'-0"
				SCALE:		
FILE NUMBER: DE8992						
SHEET:						
CH1						

CH₂

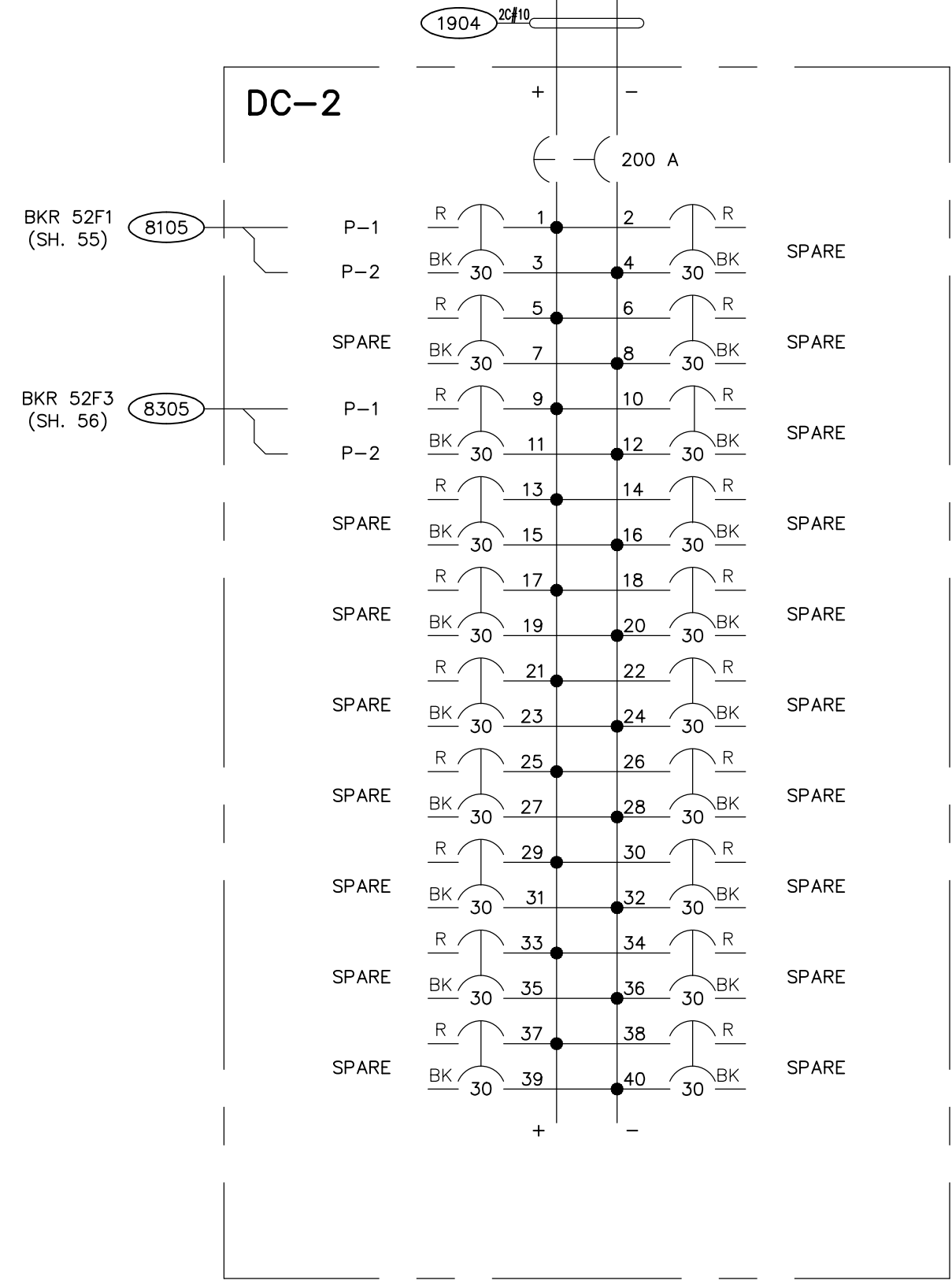




DC AUTOMATIC TRANSFER SWITCH



125 VDC POWER PANEL 1



125 VDC POWER PANEL 2

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 |
| CX | SWITCHBOARD No. x |
| TX | TRANSFORMER No. x |
| 52X | BREAKER No. x |

NO.	DATE	REVISIONS		
		FOR PROPOSAL	FOR OWNER APPROVAL	ISSUED FOR BID
A	12/12/2025	B.M.	B.M.	B.G.D.
B	01/21/2026			
C	03/27/2026			

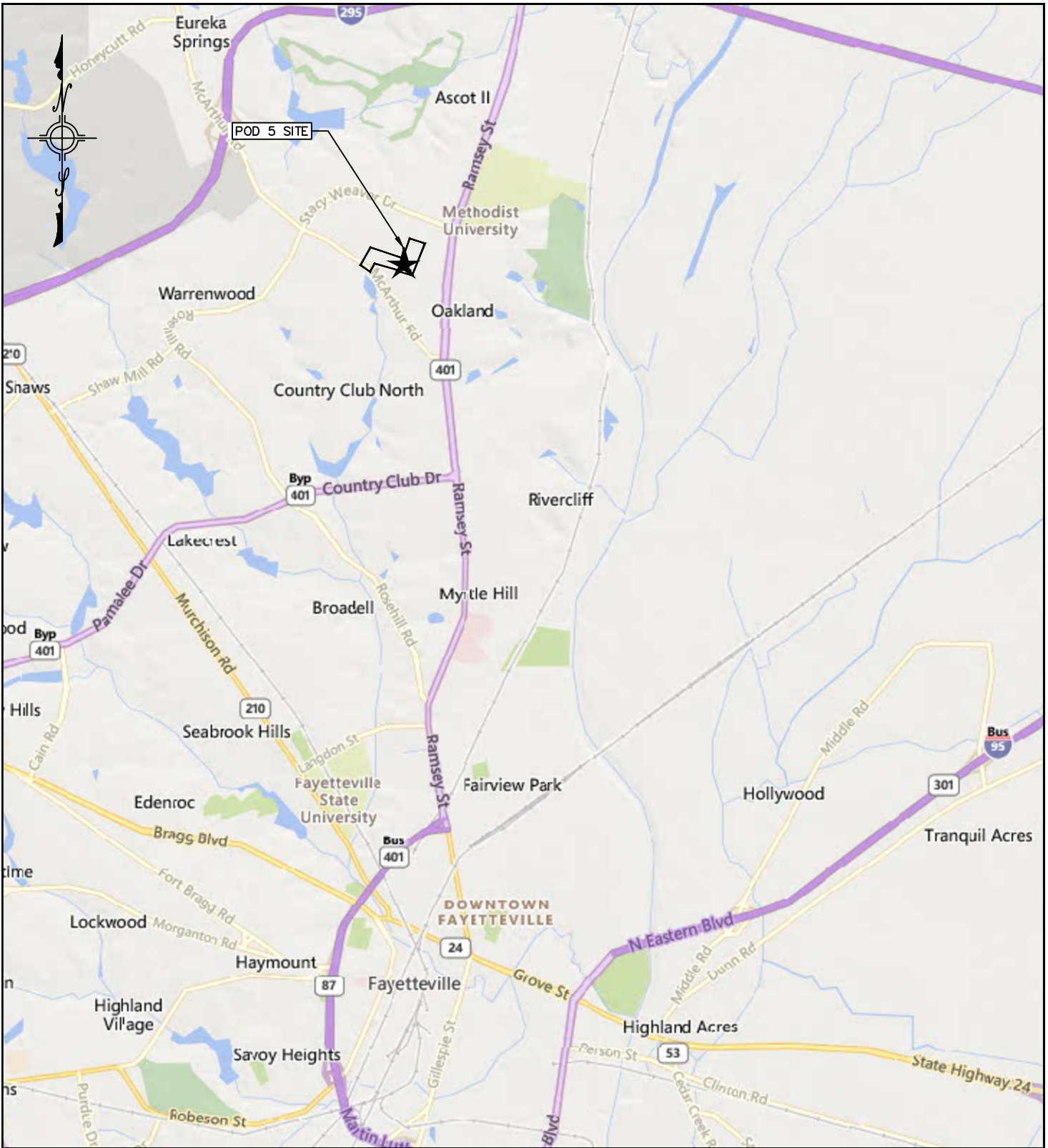
PROJECT NAME:
**POINT OF DELIVERY 5 (POD 5)
MCARTHUR ROAD**

DRAWING TITLE:
**DC-1, DC-2 BREAKER PANELS
INTERCONNECTION DIAGRAM**

DRAWN BY:	AVD
CHECKED BY:	BWS
APPROVED BY:	BGD
DATE:	12/12/2025
SCALE:	N.T.S.
FILE NUMBER:	DE8992
SHEET:	

2

Vicinity Maps



SITE LOCATION:

28311 SOUTHLAND DR
FAYETTEVILLE, NC

COORDINATES:

N 35° 7' 44.61"
W 78° 53' 01.23"

FAYETTEVILLE PUBLIC WORKS
FAYETTEVILLE, NC

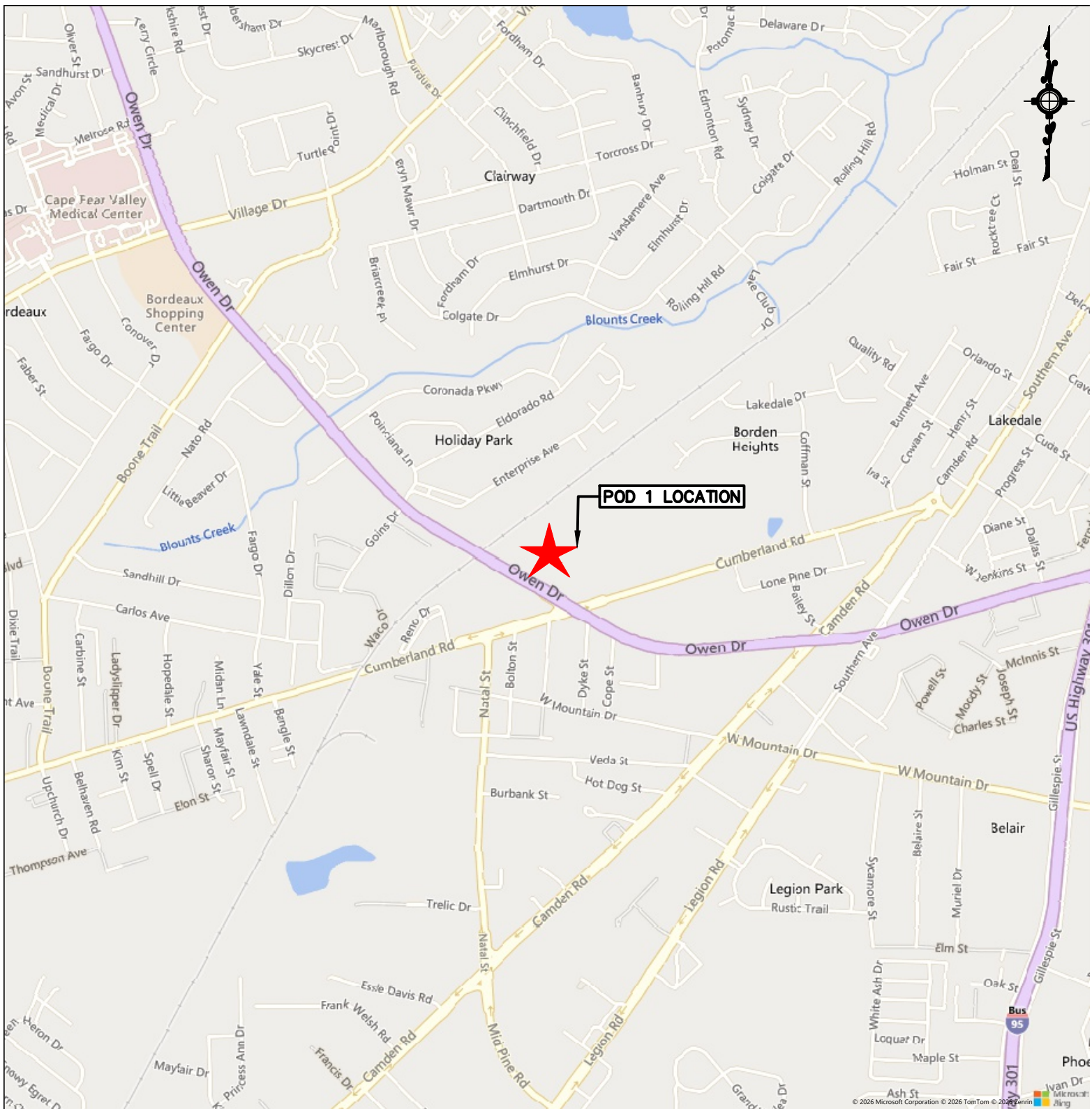
POD 5

VICINITY MAP



DWN.	MEB	DATE:	11/13/24
CKD.	REA	APPD.	REA
SCALE:	1" = 5000'	FILE:	POD5_VM_USGS
JOB NO.	P0718627	DATE	REVISION
	©11/2024		

DWG. NO.
VM-1



SITE LOCATION
 2842 CUMBERLAND ROAD
 FAYETTEVILLE, NORTH CAROLINA 28306

PWC FAYETTEVILLE
 FAYETTEVILLE, NORTH CAROLINA

**POD 1
 VICINITY MAP**



DWN. AAI	DATE: 05/06/2026	DWG. NO.
CKD. JG	APPD. BGD	
SCALE: 1"=1500'	FILE: 12519VM	
JOB NO. P0851444	DATE	
© 05/2026	REVISION	VM-1

ATTACHMENT B: BID PRICING FORM

Bidder Information:

Name of Company

Company Location

Phone Number

Email Address

Manufacturer

Manufacturer Location

Is the company an N.C.

Certified DBE

Printed Name

Title

Authorized Signature

Date

Bidders shall submit pricing exclusively on the Bid Pricing Form provided in this IFB, fully completed and properly executed. A complete submission includes bidder and manufacturer information, required line-item pricing (including part numbers, lead times, unit and extended prices), required tariff disclosures, acknowledgment of all issued addenda, and the signature of an authorized representative. All pricing must include all known tariffs, duties, and import-related charges effective as of the bid due date, remain firm for a minimum of sixty (60) calendar days from bid opening, be F.O.B. Destination, and shall not be conditioned upon shipment date, import date, regulatory change, exchange rate fluctuation, or any other post-bid variable.

Furnish And Deliver:

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2	E.A.	Prefabricated Relay Control House Lead Time: _____	\$	\$

TOTAL EXTENDED BID

\$ _____

PWC2526008 – TWO (2) PREFABRICATED RELAY CONTROL HOUSES FOR POD 5 POD 1

Company Name: _____

Tariff Disclosure Section:

1. Are any tariffs included in the Bid Price?

☐ Yes ☐ No

2. If yes, complete the table below for each tariff-impacted line item or component included in this bid:

Line Item / Component			
Country of Origin			
Base Cost of Affected Component (Included in Bid)			
Tariff % Applied at Bid			
Tariff Cost Included in Bid			

3. Percentage of total bid price attributable to tariffs: _____%
4. Total tariff cost included in this bid: \$_____
5. The Bidder certifies that the tariff values identified above reflect the tariff cost included in the bid price as of the bid due date.

Signature: _____ Date: _____

Company Name: _____

Addendum Acknowledgment Section:

The Bidder has received, acknowledged, and used the following addenda in completing the Bid.
(Initial and Date as appropriate).

Addendum No. 1	Date _____
Addendum No. 2	Date _____
Addendum No. 3	Date _____
Addendum No. 4	Date _____
Addendum No. 5	Date _____
Addendum No. 6	Date _____
Addendum No. 7	Date _____

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

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
- Provides Electric, Water & Wastewater Services to more than 250,000 people
- Total Customers: 123,017
- Number of Services: 275,382
 - Electric: 83,918
 - Water: 98,439
 - Wastewater: 93,004
 - Irrigation: 6,426
- Customers with 2+ services: 75%

Customer Service



- Annual Customer Contacts: 443,258
- Average Monthly Calls: 33,657
- Annual Bills Generated: 1.5 Million
- Customer Incentive Programs: 14
- Annual Water Leak Notifications: 20,772 (24 million gal)

Employees



- Number of Employees: 690
- Average Tenure of Employees: 10 years
- Average Age: 45
- Annual Turnover: 6.0%*
- Annual Hours Worked: 1.3 Million

*non retirement

Facilities



- Butler-Warner Generation Plant (268 MW)
 - Electric Service Area: 147 Sq. miles
- P.O. Hoffer Water Treatment Facility (39.5 MGD)
- Glenville Lake Water Treatment Facility (18.0 MGD)
 - Drinking Water Service Area: 116 Sq. miles
- Cross Creek Water Reclamation Facility (25 MGD)
- Rockfish Creek Water Reclamation Facility (21 MGD)
 - Wastewater Service Area: 109 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: 265 MW
- Annual MWH Sold: 2 million
- System Peak: 499 MW (Feb. 20, 2015)
- Solar Generation Capacity: 2.9 MW
- Annual Solar Generation: 1,454,371 KWH
- Battery Storage: 2 MW
- Electric Distribution Substations: 32
- Distribution Lines: 1,364 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 38,023

Water/Wastewater Operations



- Population Served: 225,000+
- Drinking Water Treated: 10.645 Billion Gallons/Year
- 100% Compliant for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 50 MG/Day
- Daily Wastewater Treatment Capacity: 46 MG/Day
- Water/Wastewater Infrastructure: 2,979 miles
- Hydrants: 8,780
- Sanitary Sewer Lift Stations: 79
- Manholes: 34,430

Financial



- FY24 Annual Operating Budget: \$450 Million
- Total Assets: \$1.89 Billion
- Bond Rating: Aa2(Moody's), AA (Standard & Poor's), AA (Fitch)
- Operations & Maintenance Expense per Customer: \$570 (\$618 National Median)
- Annual Cash Contributions to the City of Fayetteville in Lieu of Taxes: \$12.06 Million
- Annual Streetlight Services: \$4.14 Million
- Annual Annexation Construction Costs: \$8.49 Million
- Total Value of Annual Contributions to the City of Fayetteville: \$30.81 Million

Visit www.FayPWC.com to
learn more about PWC



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.

Seller 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 Seller's certified statement showing total purchases of materials from each separate vendor and total sales taxes charged to PWC and paid by Seller. The documentary evidence shall also include Seller'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 Seller'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 Seller;

- b. Seller 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. Seller 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. Seller shall not include any tax paid on supplies, tools, and equipment that Seller 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. Assignment. Seller shall not assign, transfer, or convey any part of the Agreement, including rights or obligations, to a third party without obtaining the prior written approval of PWC in its discretion. The prohibition on assignment includes an assignment of payments that may become due under the Agreement. Any unauthorized assignment shall be deemed to be a material breach of this Agreement. An approved assignment shall not relieve Seller of its responsibilities under the terms hereof unless explicitly stated in writing by PWC.

18. Conflicts. Except with PWC's knowledge and prior written consent, Seller shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise Seller's professional judgment with respect to the Goods. 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 Graham, Chief Financial Officer

Approved as to form:

Legal Dept.

SAMPLE

ATTACHMENT F: FORM OF EXCEPTIONS – SPECIFICATIONS

BIDDER: _____

MANUFACTURER: _____

INSTRUCTIONS: The following is a list of exceptions to the Material/Technical Specifications pertaining to the furnishing of the subject materials. Bidders shall identify each exception by page and paragraph number on this form. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Material/Technical Specifications.

PAGE NO. AND PARAGRAPH	EXCEPTION/VARIATION

If, in submitting this bid, the bidder has made any exceptions to bid documents, the bidder understands that PWC will evaluate the effect of such exceptions or variations in determining responsiveness and award eligibility. Material exceptions or variations will not be considered and may result in the bid being deemed nonresponsive.

ATTACHMENT G: FORM OF EXCEPTIONS – SALE OF GOODS AGREEMENT

BIDDER: _____

MANUFACTURER: _____

INSTRUCTIONS: The following is a list of exceptions to the Sale of Goods Agreement pertaining to the furnishing of the subject materials. Bidders shall identify each exception by page and paragraph number on this form. The omission of exceptions shall be interpreted as the bidder's confirmation of full compliance with the Sale of Goods Agreement.

PAGE NO. AND PARAGRAPH	EXCEPTION/VARIATION

Proposed exceptions to the Sale of Goods Agreement that materially alter or are inconsistent with the rights, obligations, risk allocation, remedies, indemnification, warranty, insurance, governing law, limitation of liability, delivery, payment, or other material terms of the Agreement may affect responsiveness, award eligibility, or contract execution. PWC reserves the right to request clarification of such exceptions and, if deemed in the best interest of PWC, negotiate their resolution. If the parties are unable to reach agreement on mutually acceptable terms, PWC may reject the bid, rescind an award, or proceed to the next lowest responsive, responsible bidder.

ATTACHMENT H: ECONOMIC IMPACT DISCLOSURE FORM

Company Name: _____
Address & Phone: _____
Name: _____
Pay Application # _____

Please provide the names of any local suppliers or subcontractors anticipated to be used on this project. For purposes of this requirement, “local” refers to firms located within the Fayetteville Metropolitan Statistical Area (MSA), which includes Cumberland, Hoke, and Harnett Counties. This form must be fully completed **and** submitted with the bid and with each subsequent pay application.

Firm Name	Local	Construction Trade or Supplies	Payment Amount
<i>Ex. ABC Company</i>	<i>Local – MSA</i>	<i>Hauling</i>	<i>\$25,000.00</i>

Signature

Printed Name

Title

Date

Company Name: _____

ATTACHMENT I: BID SUBMITTAL CHECKLIST

To ensure your bid is considered for evaluation and potential award, the following forms and required information must be submitted in full. Each item on this checklist must be completed and provided with your bid response. Failure to submit any required documentation or information may result in disqualification. Please carefully review the checklist to confirm all required materials are included before submitting your bid.

- ☐ 1. Properly Marked Sealed Mailed Bid (Submission Instructions paragraph 4)
- ☐ 2. Attachment A Drawings, Descriptive Literature, etc. (completed and provided)
- ☐ 3. Attachment B Complete and submit in full, including all pricing, required fields, and addenda acknowledgment. Failure to submit a complete form may result in the bid being deemed nonresponsive.
- ☐ 4. Attachment C (completed and signed) or Explanation (provided)
- ☐ 5. Attachment F Form of Exceptions –Specifications (completed and provided, if applicable)
- ☐ 6. Attachment G Form of Exceptions – Sale of Goods Agreement (completed and provided, if applicable)
- ☐ 7. Attachment H Economic Impact Disclosure Form (completed)