

CONTRACT DOCUMENTS &

TECHNICAL SPECIFICATIONS

PWC2627031

MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

ISSUED FOR BID

OCTOBER 26, 2026

Fayetteville Public Works Commission
Administrative Building
955 Old Wilmington Road
Fayetteville, NC 28301

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ADVERTISEMENT FOR BID
FAYETTEVILLE PUBLIC WORKS COMMISSION
MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

Cumberland County
North Carolina

Pursuant to N.C.G.S 143-129, 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, November 12, 2026**, at which time they will be publicly opened and read.

PWC constructs, owns, operates, and maintains electrical distribution facilities in Cumberland County, North Carolina. PWC is soliciting bids from qualified contractors to provide miscellaneous electrical substation construction and repair services on an “as needed” and “on-call” basis, including installing underground conduit systems at various locations in accordance with the work as outlined in the enclosed specifications. As needed” and “on-call” are interchangeable and mean work that is needed by PWC from time to time for planned and unplanned, utility related, construction and repair activities.

Work completed under this awarded contract will be assigned on a task order basis and the work invoiced for each task order shall be in accordance with the rates listed on the bid pricing form, to be included in the contract. A detailed scope of work will be provided for each task order between PWC and the Contractor. These task orders will be negotiated individually on a “Not to Exceed” basis. Total task order values will be set somewhat subjectively with the understanding that the contract time will vary depending on the amount of work assigned and rate at which the contract amount is consumed. In addition, there is no guarantee that the full task order amount will be fully expended.

Fayetteville Public Works Commission estimates the following quantities will be necessary during the contract period. Quantities are estimates only and are not guaranteed. The Commission reserves the right to add additional work or delete work as needed.

PWC is undertaking major substation capital improvement projects, including the rebuild of the Railroad Street and William Street Substations and the construction of the new POD V and 401 North Substations to support system reliability, capacity growth, and modernization. The Contractor shall provide qualified labor, supervision, and technical expertise to support substation construction, modification, testing, and commissioning activities across these projects. Work includes the installation of substation equipment, electrical and communications systems, grounding systems, structures, cabling, and associated protection, control, and SCADA infrastructure. The Contractor shall furnish all necessary labor, tools, equipment, and incidental materials while ensuring all work is completed safely and in compliance with applicable regulations, industry standards, and PWC requirements.

The foregoing description shall not be construed as a complete description of all work required. All work shall be done in accordance with PWC technical specifications and standard contract terms.

A **NON-MANDATORY** pre-bid meeting will be held at **9:00 a.m., EST Monday, November 2, 2026, via web conference.** All potential bidders must email Nikole Bohannon, Procurement Manager at procurement@faypwc.com of their intent to attend, and to be added to the meeting.

It is encouraged to utilize Microsoft Teams as this pre-bid meeting may contain a presentation of plans and an agenda. Should you need assistance accessing Microsoft Teams via web, smart phone, or tablet, please contact the procurement department via email at the email address listed above.

Questions will be fielded at the pre-bid meeting and all prospective bidders are required to attend the meeting. Individual telephone inquiries are prohibited. PWC assumes no responsibility to fully inform absentees of clarifications not issued by addendum.

Bids must be enclosed in a sealed envelope 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 **SEALED BID: PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION** and shall indicate the name, address and state license number of the bidder. Bids shall be submitted on the printed forms, or exact copies thereof, contained in the Contract Documents.

Each bid valued $500,000.00 (Modify as applicable) or more shall be accompanied by a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the Contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the Contract within ten (10) days after the Notice of Award or give satisfactory surety as required by law.

Performance and payment bonds are required (100% of bid amount) for contracts costing more than $50,000 that are part of a project costing more than $300,000.00.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be followed as applicable in receiving and evaluating bids and in reading and awarding the Contract (Chapter 87 of the North Carolina General Statutes).

The license classification shall be:

Part 1: Public Utilities Contractor PU (Electrical -Ahead of Point of Delivery)
Specialty Contractor-PU (Electrical -Ahead of Point of Delivery)

Plans and Specifications including Contract Documents will be available online for viewing and downloading on or about the date of advertisement on the PWC Procurement website at https://www.faypwc.com/purchasing. In addition, the documents will be available from the Fayetteville State University Construction Resource Office (FSU CRO) at https://www.uncfsu.edu/academics/colleges-schools-and-departments/broadwell-college-of-business-and-economics/outreach-centers/construction-resource-office.

At the FSU CRO, potential bidders may:

- Research, view and print project drawings to scale free of charge;
- Use available software to prepare their bid; and
- Receive certification and pre-qualification assistance.

Please email the FSU CRO to make an appointment: fsucro@uncfsu.edu

Fayetteville Public Works Commission reserves the right to reject any and all bids, to waive any and all informalities and irregularities, and to disregard all nonconforming, nonresponsive, or conditional bids. PWC further reserves the right to request additional information from any or all bidders for evaluation purposes; failure or refusal to furnish such information as requested may result in rejection of the bid.

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.

PWC also reserves the right, at its sole discretion, to re-advertise for bids if deemed in the best interest of PWC.

The bidder to whom the contract may be awarded must comply fully with the requirements of North Carolina General Statutes Section 143-129, as amended.

No bids may be withdrawn after the scheduled Bid Opening for a period of ninety (90) calendar days.

FAYETTEVILLE PUBLIC WORKS COMMISSION
Nikole Bohannon
Procurement Manager

00100 - INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

A. DEFINED TERMS

Terms used in these Instructions to Bidders are defined in the Definitions and Terminology sections of PWC General Conditions.

B. COPIES OF BIDDING DOCUMENTS

1. Complete sets of the Bidding Documents as stated in the Invitation to Bidders, may be obtained from the PWC Procurement Department.
2. Complete sets of Bidding Documents shall be used in preparing Bids. PWC assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. PWC GENERAL CONDITIONS

1. PWC's Standard General Conditions to Construction Agreements (Rev. 07/11/2023) are available at: https://www.faypwc.com/purchasing/
2. The General Conditions are incorporated by reference into the Contract Documents. Bidders are responsible for reviewing the General Conditions and all other Bidding Documents before submitting a Bid.

D. EXAMINATION OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND PROJECT SITE

1. Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site and become familiar with the site and any local conditions that may in any manner affect the cost, progress, or performance of the Work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) give the PWC Procurement Advisor written notice of all conflicts, errors ordiscrepancies in the Contract Documents.
2. Bidders should consult the Specifications for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or reports that otherwise may affect cost, progress, or performance of the Work which may have been utilized in the preparation of the Drawings and Specifications. PWC will make copies of such reports if available at the cost (non-refundable) of reproduction to any Bidder requesting them. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions, which may be encountered at the site or to constitute explicit or implicit representations as to any other matter, contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents. Before submitting a Bid, each Bidder will, at its own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for the performance of the Work in accordance with

the Contract Documents.

3. On request (minimum 48 hours advance notice), PWC will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of its Bid.

4. The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands available for use by the Contractor in performing the Work are identified in the Contract Documents.

5. The submission of a Bid constitutes an incontrovertible representation by the Bidder that it has complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for the performanceof the Work.

E. IFB SCHEDULE – PERFORMANCE AND DELIVERY

1. The following schedule outlines the anticipated procurement activities. PWC reserves the right to modify the schedule by addendum, as applicable.

Action	Date
Advertisement Date	October 26, 2026
Virtual Pre-Bid Meeting	November 2, 2026, at 9:00 AM
Question Deadline	November 4, 2026, at 5:00 PM
Addendum Deadline	November 6, 2026, at 5:00 PM
Bid Opening	November 12, 2026, at 2:00 PM
Target Board of Commissioners Meeting	Wednesday, December 9, 2026
Target City Council Meeting	Monday, January 11, 2027
Anticipated Award /Construction Agreement	January 2027
Contract Time	365 Days from NTP. The agreement may be extended for up to two (2) additional one (1) year periods, subject to mutual consent of both parties. The total duration of the agreement shall not exceed three (3) years.
Bid Acceptance Period	Ninety (90) Calendar Days after Bid Opening

F. INTERPRETATIONS AND ADDENDA

1. Written questions concerning the Bid Documents, Contract Documents, Drawings, Specifications, or the Work shall be submitted by email to procurement@faypwc.com no later than the date and time identified in the **IFB Schedule – Performance and Delivery**. Bidders shall enter **"IFB PWC2627031 – Questions"** as the subject line of the email.

2. Questions received by the stated deadline, PWC's responses, and any additional information deemed necessary by PWC or the Project Engineer will be issued as written Addenda and incorporated into the Contract Documents. No information, instruction, interpretation, clarification, or advice provided orally or informally by any PWC employee, Project Engineer, consultant, or representative shall be considered authoritative or binding. Bidders shall rely solely upon the written Contract Documents and any Addenda issued by PWC.

Bidders are expressly prohibited from contacting any PWC official or employee associated with this project, except through the Procurement Advisor identified in the Advertisement for Bid and only in the manner described above. Violation of this requirement may result in disqualification of the bidder.

3. PWC may issue such Addenda as may be necessary to clarify, revise, correct, or modify the Contract Documents. Addenda may also be issued to extend the Bid Opening date, revise the procurement schedule, or withdraw the Invitation for Bid if determined to be in PWC's best interest. An Addendum extending the Bid Opening date may be issued up to five (5) business days before the Bid Opening date. An Addendum withdrawing the Invitation for Bid may be issued at any time prior to the Bid Opening.
4. Each Bidder shall be responsible for determining that all Addenda issued by PWC have been received prior to submitting a Bid.
5. Each Bidder shall acknowledge receipt of all issued Addenda on the Bid Form. Failure to acknowledge an Addendum that materially affects price, scope, specifications, scheduling, or contractual requirements may result in the Bid being deemed nonresponsive.

G. 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/

H. QUALIFICATION OF CONTRACTORS

1. **Bidder Qualification** – The Bid package shall include the completed Proposed Project management Staff form and all supporting documentation. The contractor shall include, the proposed project management staff, i.e., project manager, site superintendent, general foreman, etc. The qualifications / work experience level of the Bidder's proposed work force shall be included as well. The Contractor shall provide evidence of a minimum of 60% of the proposed work force having five (5) years or more tenure with the Bidder's firm. If other personnel are actually assigned to the project, similar information will be required prior to construction assignment. If the proposed staff along with their qualifications is not provided, the bid may be subject to non-compliance, thus, making it unacceptable
2. **Statutory Requirements** – The Bidder shall comply with all federal, state, and local statutes, regulations, and codes as they relate to the Project. Failure to comply with these requirements shall be considered a breach of Contract.
3. **References -** Contractor to provide utility references for similar projects completed by identified crews.
4. PWC is looking for utility contractors with experienced personnel. The minimum work experience of the following personnel classifications will be required:

- **Project Manager**: Must have a minimum of 10 years of experience as a superintendent, coordinating and managing all aspects of electric substation construction projects.
- **General Forman**: Must have a minimum of 8 years of experience as a foreman/crew leader, coordinating and supervising a team of crew members for electric substation construction projects.
- **Forman - Structures:** Must have a minimum of 8 years of experience installing and building electric substation construction projects.
- **Forman - Foundations:** Must have a minimum of 8 years of experience installing foundations and grading electric substation construction projects.
- **Forman - Controls:** Must have a minimum of 8 years of experience in relay wiring and end-to-end testing in electric substation construction projects.

I. CONTRACTOR'S LICENSE

1. No General Contractor shall engage in contracting work in the State of North Carolina unless it has been licensed under in accordance with North Carolina law.
2. Bidders are prohibited from contracting for, or bidding upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Fayetteville Public Works Commission without a North Carolina Contractor's License.
3. Each bidder shall indicate its North Carolina Contractor's License number on the bid envelope and the Bid Form.
4. License Classification shall be:
   - Public Utilities Contractor-PU (Electrical – Ahead of Point of Delivery)
   - Specialty Contractor - PU (Electrical – Ahead of Point of Delivery)

J. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings orrequired in the Specifications without consideration of possible substitute or "or-equal" items. The procedure for submittal of substitute or “or-equal” items for consideration is set forth in the PWC General Conditions.

K. SUBCONTRACTORS

1. Contractor shall subcontract no more than 49 percent (49%) of the value of the Contract.
2. Each Bidder shall submit to PWC with its bid the List of Subcontractors, Suppliers, other persons, and organizations proposed for those portions of the Work for which such identification is required. If PWC, after due investigation has reasonable objection to any

L. ECONOMIC IMPACT PROGRAM

1. Program Commitment: Fayetteville Public Works Commission (PWC) is committed to promoting the utilization of Small and Disadvantaged Business Enterprises (SDBEs) and Small Local Suppliers (SLS) in PWC’s procurement of construction contracting. PWC seeks to provide equitable access and opportunity to qualified businesses across its operational areas.

- The SDBE Program encourages participation from firms certified through recognized third-party agencies, NC Department of Transportation (DBE Program), and the U.S. Small Business Administration (SBA).
- The SLS Program continues to promote engagement of small, local firms within the Fayetteville Metropolitan Statistical Area (MSA), consisting of Cumberland, Hoke, and Harnett Counties.

2. Certification and Verification: Certifications recognized under this program include:
   - NC Department of Transportation (NCDOT) Disadvantaged Business Enterprise (DBE)
   - U.S. Small Business Administration (SBA) certifications, including 8(a), WOSB, SDVOSB, and HUBZone designations
     Firms holding current certifications with these agencies are acceptable for listing in the bidder's disclosure form.
   - NCDOT DBE Directory: https://www.ebs.nc.gov/VendorDirectory

M. GREATER FAYETTEVILLE CHAMBER OF COMMERCE

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

N. ESTIMATED QUANTITIES

1. The estimated quantities contained herein in certain items in the Bid are for the purpose of comparing bids, and while they are believed to be close approximations, they are not guaranteed, and settlement will be made on the basis of the work as actually executed at the unit prices in the Bid as accepted. PWC further reserves the right to delete any single line item or combination of items from the bid and cannot guarantee that all quantities listed in the Contract Documents will be utilized.
2. The Contractor should verify quantities before submitting a bid. Due to conditions that may be found under pavement such as the accurate location of existing water lines, sewer lines, gas lines, and structure services of all types, quantities are subject to change during construction, but this contingency shall not be used for a claim to change unit prices submitted in the Bid.

O. UNIT PRICING

1. All unit prices submitted herein shall be firm against any increase for the initial one-year contract period.
2. If the contract is renewed for an additional contract period, the Contractor may request that each unit price be increased/decreased, based on the most recently published Engineering News Record Construction Cost Index for the annual change, not to exceed 3.00% whichever is lower. PWC shall receive the Contractors request for a unit price adjustment no later than 15 days prior to the end of the contract year. Failure to submit the request by this time will result in the contract being renewed at the same unit prices.

P. TAXES

1. The Successful Bidder shall pay all county, city, state and federal taxes required by laws in effect at the time Bids are received and resulting from the Work or traceable thereto,

under whatever name levied.

2. Said taxes shall not be in addition to the contract price between PWC and the Successful Bidder. The taxes shall be an obligation of the Successful Bidder and not of PWC. PWC shall be held harmless from same by the Successful Bidder.

Q. BID BOND

1. Each Bid shall be accompanied by an acceptable Bid bond in the amount of five percent (5%) of the Bid amount, and made payable to Fayetteville Public Works Commission, North Carolina.
2. The Bid bond is a guarantee that if the contract is awarded by PWC to the Bidder, the Bidder shall enter into the contract with PWC for the work mentioned in this Bid or forfeit the Bid bond to PWC, not as a penalty, but as liquidated damages.
3. No forfeiture under a Bid bond shall exceed the lesser of (a) the difference between the Bid forwhich the Bid bond was written and the next low Bid of another Bidder, or (b) the face amount of the Bid bond.
4. All bonds shall be executed by a surety company selected by the Bidder, which is legally authorized to do business in the State of North Carolina (NCGS §44 A-26), and the bond shall be the same in both form as well as substance as AIA Document A310, Bid Bond.
5. The Bidder shall require the attorney-in-fact, who executed the required bond on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney.
6. The bond premium shall be paid by the Bidder and the cost shall be included in the Bid price.
7. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

R. SUBMISSION OF BIDS

1. All Bidders shall use the enclosed Bid Forms, or exact copies thereof, in submitting their bid prices. Failure to provide full and complete Bid Forms using the form provided herein will result in a bid being deemed non-responsive.
2. PWC will not accept modified Bid Forms, oral Bids, or Bids received by telephone, email, or telecopier (FAX machine) for this Bid.
3. All prices must be F.O.B. delivered to the point as indicated by this Bid. PWC will grant no allowance for boxing, crating, or delivery unless specifically provided for in this Bid.
4. The Bid Form must be completed in black ink. Black or blue pen ink is acceptable if handwritten.
    A. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words.
    B. If the Bid Form requires unit prices and extended prices, the extended price for each line item shall be calculated by multiplying the bidder's submitted unit price by the quantity identified in the Bid Form.

C. PWC will prepare a bid tabulation using the quantities identified in the Bid Form 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 quantity. PWC will not modify or adjust a bidder's submitted unit price.

D. For Bid Forms containing multiple line items, the total tabulated bid price shall be determined by summing the tabulated extended prices for all line items.

E. 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, subtotal, 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 quantities identified in the Bid Form, the tabulated bid price shall control for bid tabulation, evaluation, responsiveness determinations, and award recommendation purposes.

F. Mathematical errors in the calculation of extended prices, subtotals, column totals, or grand totals shall not result in an adjustment to the bidder's submitted unit prices.

5. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words. Discrepancies in the multiplication of units of Work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

6. Bid submittals sent by mail should be registered mail. The sealed Bid, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

   Fayetteville Public Works Commission
   Attn: Procurement Department - PWC2627031
   955 Old Wilmington Road
   Fayetteville, North Carolina 28301

7. Mark the envelope in the lower left-hand corner with the project title, hour and due date of Bid, and the Bidder’s North Carolina contractor registration number.

8. Bids sent by mail and arriving after the time for the opening of Bids shall not be considered valid Bids. In such instances, the Bidders shall have no claim against PWC.

9. All items contained in the Bid Checklist shall be completely filled out and submitted with the bid. Failure to submit any of the items requested with the Bid Form may be just cause for rejection of the Bid by PWC.

10. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Bid, may be rejected by PWC as being incomplete or nonresponsive.

11. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the

Bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the Bid.

12. The Bid Form, the Bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
13. All Bids received in the Procurement Department by the deadline indicated will be kept sealed until the time and date of the Bid Opening.
14. All late Bids shall be returned unopened to the sender.

S. MODIFICATION OF BIDS

1. A Bid may be modified or withdrawn by the Bidder at any time prior to the time and date set for the Bid Opening. The Bidder shall notify the PWC Procurement Department in writing of its intentions.
2. Modified and withdrawn Bids may be resubmitted to the PWC Procurement Department up to the time and date set for the Bid Opening.

T. WITHDRAWAL OF BID DUE TO ERROR

1. If the Bidder desires to withdraw its Bid, the Bidder must do so before the time fixed for the opening, without prejudice, by communicating its purpose in writing to PWC. After bids are open, bids may only be withdrawn in strict accordance with N.C.G.S. Section 143-129-1.

U. OPENING OF BIDS

1. Bids will be opened publicly and read aloud on the date and time set for the Bid Opening in the Notice to Bidders.
2. Any Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of all Bids but prior to award, except in the event that PWC decides not to accept any of the Bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after the award of the Contract.
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

V. AWARD OF CONTRACT

1. PWC reserves the right to reject any and all bids, to waive any and all minor informalities and irregularities, and to disregard all nonconforming, nonresponsive, or conditional bids. PWC further reserves the right to request additional information from any or all bidders for evaluation purposes; failure or refusal to furnish such information as requested may result in rejection of the bid. 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. PWC also reserves the right, at its sole discretion, to re-advertise for bids if deemed in the best interest of PWC.

2. In case of a tie Bid, the tie shall be decided by lot.
3. It is the intent of PWC to recommend the award of this contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. In determining the lowest responsible Bidder, PWC may consider, among other criteria, the Bidder's past performance conduct on other contracts, and other information provided by the Bidder as noted below.
4. In determining the lowest responsive Bidder, PWC will evaluate the Bidder’s proposed Bid price and the completeness of the submitted bid in accordance with the requirements of the Contract Documents.
5. PWC may consider the operating costs, maintenance considerations, performance date, and guarantees of materials and equipment.
6. PWC may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, as well as other considerations, to include but not limited to resources available to the Bidder to perform the work effectively, proposed Subcontractors and other persons and organizations to do the workin accordance with the Contract Documents to PWC’s satisfaction within the prescribed time.
7. PWC reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to PWC’s satisfaction.
8. If the Contract is to be awarded, PWC will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid Opening.
9. The Bidder to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver the Contract Documents and any otherforms or bonds required by the Bid to PWC.
10. The Bidder is required to complete the attached forms that will allow PWC to verify that the Bidder is qualified to perform the Work described in these Contract Documents. All forms shall be completed and submitted with the Bid. Failure to submit all the required forms shall be considered grounds for PWC to reject the bid.

    PWC will review all of the bids and qualification data to determine the lowest responsive, responsible Bidder. PWC reserves the right to not award the Contract to the lowest bidder if the information provided is not complete, does not meet the satisfaction of PWC, or has been falsified. PWC will not request any additional information in order to allow the Contractor to complete bid.
11. During the evaluation phase, bid submittals will be reviewed to ascertain which bids technically and otherwise address all the requirements of these Contract Documents. Bid submittals determined to be technically non-responsive or not sufficiently responsive may

be disqualified.

The Bidder shall address each of the Evaluation Criteria as requested in the Technical Evaluation Criteria Form located within Section A Project Specifics Bid Submittal Documents. To be considered substantive, the information must respond to all requirements.

12. PWC may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualification and financial ability of the Bidder. Should PWC find that the apparent low bidder is not the lowest responsive, responsible bidder by integrity of the information furnished, said apparent low bidder will be so notified and its bid bond shall be returned without prejudice. Failure or refusal to furnish any items of information requested by PWC shall be considered as non-responsive and therefore basis for rejection of the bid.

W. PERFORMANCE AND OTHER BONDS

1. The PWC General Conditions set forth PWC's requirements as to Performance and other Bonds.

X. TRANSITION ASSISTANCE

3. If a PWC Construction Agreement results from this solicitation, and said Agreement is not renewed at the end of the then current term or is terminated prior to its expiration for any reason, at the option of PWC, Bidder shall provide transition assistance to PWC for up to six (6) months following termination or expiration of the Agreement to allow for the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to PWC or its designees. If PWC exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Agreement (notwithstanding this expiration or cancellation), except for those Agreement terms or conditions that do not reasonably apply to such transition assistance. PWC shall agree to pay the Bidder for any resources utilized in performing such transition assistance at the most current rates provided by the Bidder for performance of the Services or other resources utilized. Upon request of PWC, Bidder agrees to deliver an amendment to the Agreement in form and substance reasonably acceptable to the parties memorializing the extension of the term as contemplated above.

Y. E-VERIFY REQUIREMENTS

1. Contractor hereby acknowledges that “E-Verify” is the federal E-Verify program operated by theUS 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.

2. Contractor 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).

3. Contractor hereby pledges, attests and warrants through execution of this Agreement that

Contractor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed byor subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

Z. IRAN DIVESTMENT ACT

1. As mandated by N.C.G.S. 147-86.59(a), the Contractor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor further certifies that in accordance with N.C.G.S. 146-86.58(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that the signatory to this Purchase Order authorized by the Contractor to make the foregoing statement.

*** END OF SECTION ***

SECTION A – PROJECT SPECIFICS
BID SUBMITTAL DOCUMENTS

BID SUBMITTAL CHECKLIST

Submit the completed forms, certifications, supporting documentation, and other materials required by the Contract Documents in the order listed below. Submitting the entire bid package is not necessary.

- ☐ 1. Contractor's License Number identified on the outside of the sealed bid envelope.
- ☐ 2. Completed Section 00300 Bid Form, including:
  - North Carolina Contractor License Number
  - Bid pricing and Bid Summary
  - Addendum acknowledgments
  - Authorized signature
  - Surety/bonding company information
  - Contractor contact information
- ☐ 3. Copy of North Carolina Contractor License.
- ☐ 4. Proposed Bonding Company and Surety Contact Information.
- ☐ 5. Certificate of Insurance (COI)
- ☐ 6. North Carolina Registered Agent for Insurance Claims.
- ☐ 7. Proposed Project Management Staff form, as applicable to the project, and all required supporting documentation.
- ☐ 8. Project-specific qualification information required by the Contract Documents, which may include references, key personnel or crew qualifications, resumes, equipment lists, staffing plans, project schedules, current workload, or other supporting documentation.
- ☐ 9. List of Proposed Subcontractors and Material Suppliers
- ☐ 10. Bid Bond, when required by the Advertisement for Bid and applicable law.
- ☐ 11. Power of Attorney for the individual executing the Bid Bond.
- ☐ 12. Affidavit of Organization and Authority and Sworn Statement.
- ☐ 13. Equal Employment Opportunity Acknowledgment, when applicable.
- ☐ 14. Non-Collusive Affidavit.
- ☐ 15. Nondiscrimination Clause.
- ☐ 16. Certification Regarding Lobbying
- ☐ 17. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- ☐ 18. Economic Impact Disclosure Form (requested for reporting purposes).

FAILURE TO SUBMIT THE COMPLETED BID FORM, BID BOND (IF REQUIRED), CONTRACTOR LICENSE DOCUMENTATION, CONTRACTOR QUALIFICATION FORM, REQUIRED CERTIFICATIONS, OR OTHER MATERIAL BID DOCUMENTS MAY RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.

00300 - BID FORM

TO: **Fayetteville Public Works Commission**
Attn: Procurement Department
955 Old Wilmington Road
Fayetteville, North Carolina 28301

PROJECT: **PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION**

FROM: BIDDER _____

ADDRESS _____

_____

DATE OF BID _____ , 20 ____

A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work (as that term is defined in the Construction Agreement) specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

B. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of payment and performance bonds, and insurance certificates. This bid will remain open for ninety (90) calendar days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of receipt by the BIDDER.

C. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:

1. BIDDER has examined copies of all the Contract Documents and of the following addenda, receipt of all which is acknowledged on the bid summary page:

2. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress of performance of the work and has made such independent investigations as BIDDER deems necessary.

3. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy of dimensions or completeness of information and data shown or indicated in the Bidding Documents with respect to existing facilities.

4. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (expect underground facilities) and all drawings of physical conditions in or relating to existing surface or

subsurface structures, pipelines, and utilities at or contiguous to the site are provided within these Contract Documents. Geotechnical Reports and other information regarding subsurface conditions are identified in the attached appendices and detailed in Article V of the PWC General Conditions. BIDDER acknowledges that the OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site of Work. BIDDER had obtained and carefully studied (or assumes responsibility for have done so) all such additional or supplementary examinations investigations, explorations, tests, studies, and data that are necessary to identify and understand conditions (surface, subsurface, and underground facilities) at or contiguous to the site of Work or otherwise which may affect cost, progress, performance, or furnishing the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. BIDDER waives all rights to claim that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the proper submission of the Bid for the performance and furnishing of the Work in accordance with the Contract Time, Contract Price, and other terms and conditions of the Contract Documents.

5. BIDDER hereby certifies that, if awarded the Contract for construction of the Project, it will take all possible actions to minimize costs to the OWNER which are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and work changes or additions which may be made.

6. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, exploration, tests, studies, and data with the Contract Documents.

7. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. By bidding in response to this invitation, the BIDDER represents that in the preparation and submission of this Bid, said BIDDER did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

9. Bid form must be completed in blue or black ink or typed.

i. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words.
ii. If the Bid Form requires unit prices and extended prices, the extended price for each line item shall be calculated by multiplying the bidder's submitted unit price by the quantity identified in the Bid Form.
iii. PWC will prepare a bid tabulation using the quantities identified in the Bid Form 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 quantity. PWC will not modify or adjust a bidder's submitted unit price.
iv. For Bid Forms containing multiple line items, the total tabulated bid price shall be determined by summing the tabulated extended prices for all line items.
v. 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, subtotal, 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 quantities identified in the Bid Form, the tabulated bid price shall control for bid tabulation, evaluation, responsiveness determinations, and award recommendation purposes.
vi. Mathematical errors in the calculation of extended prices, subtotals, column totals, or grand totals shall not result in an adjustment to the bidder's submitted unit prices.

10. BIDDER understands that the award of contract will be made on the basis of the total Bid amount which will be determined as the sum of the unit price and lump sum Bid Items.

11. BIDDER understands that quantities are estimated and are not guaranteed; they are solely for comparing Bids and establishing the total Bid amount. The Price will be modified by Change Order, and final payment will be based on the quantities of work actually furnished and installed by the successful BIDDER.

12. BIDDER shall complete the Work for the prices indicated on the next page.

BIDDER NAME _____

BID FORM
PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT COST	STORM RATES
LABOR TASK				
1	Deliver and install circuit breaker to job site (typical 2,500 lbs)	EA		
2	Remove Circuit Breaker (6 power leads and approximately 30 control wires)	EA		
3	Hand dig 24" Trench	FT		
4	Backfill and tamp 24" Trench	FT		
5	Install 2" conduit	FT		
6	Install 1" conduit	FT		
7	Pull in new/existing cable	FT		
8	Ring lugged Control wire with printed label (Per termination)	EA		
9	Cadweld repair of ground grid (typically 4/0)	EA		
10	Deliver and install relay panel to job site (typical, 24"x24"x96", 500 lbs)	EA		
11	Disconnect and remove relay panel from control house (approximately 300 control wires)	EA		
12	Mount Potential Transformer on station steel (75 lbs. 20 ft high)	EA		
13	Install new PT box (24"x24"), Remove existing PT box; Mount new PT box to upright; Install 3 phase fuse blocks on backplane (approx 7); interconnecting wire jumpers between fuse blocks; reconnect conduits to PT box	EA		
14	Augured-Pier Type Foundation ***(cost per installed cubic yard of concrete)***	CY		
15	Pad-Type Foundation ***(cost per installed cubic yard of concrete)***	CY		
16	Installed pound of rebar	LB		
17	Insttaled control cable in conduit / cable trench	LF		
18	Installed control cable in cable tray (including securing cable to tray)	LF		
19	Control cable terminations	EA		
20	Installed ton of compacted crusher run stone	TN		
21	Installed ton of astm no. 57 stone	TN		
22	Installed mulch	CY		
23	Rock excavation	CY		
GROUND WIRE DITCH				
24	Machine Excavate	LF		
25	Hand Excavate	LF		
26	Installed 10-foot ground rod	EA		
27	Ground wire in pre-excavated ditch	LF		
28	Exothermic weld on ground wire / rod	EA		
29	Control cable conduit ditch (machine excavate)	LF		
30	Control cable conduit ditch (hand excavate)	LF		
PVC CONDUIT				
31	1 inch PVC	LF		
32	2 inch PVC	LF		
33	4 inch PVC	LF		
34	6 inch PVC	LF		
				0
COSTS FOR FIELD CORRECTION OF MIS-FABRICATION AS LISTED BELOW. WORK TO BE APPROVED IN ADVANCE BY OWNER. PRICE TO INCLUDE PAINTING OF PUNCHED OR CLIPPED STEEL SURFACES WITH FALVANOX PAINT				
35	Clipping angles or flat stock	EA		
36	Punching or drilling per hole	EA		
37	Punching or drilling and tapping per hole	EA		
38	Reaming per hole	EA		
LABOR (PERSONNEL)				
39	General Foreman	HR		
40	Foreman	HR		
41	A-Class	HR		
42	B-Class	HR		
43	C-Class	HR		
44	Operator	HR		
45	Groundman	HR		
EQUIPMENT				
46	3/4 Ton Pickup Truck	WEEKLY		
47	1 Ton Pickup Truck	WEEKLY		

48	Backhoe	WEEKLY		
49	Bucket Truck - 35' - 55'	WEEKLY		
50	Bucket Truck - 60' +	WEEKLY		
51	Trencher	WEEKLY		
52	Air Compressor	WEEKLY		
53	Crane Truck - 15 Ton	WEEKLY		
54	Tool Trailer	WEEKLY		
55	Equipment Trailer	WEEKLY		
56	Digger Derrick	WEEKLY		
57	Skid Steer	WEEKLY		
58	Mini Ex	WEEKLY		
59	Pressure Digger	WEEKLY		
CONTRACTOR FURNISHED MATERIALS				
60	Concrete	CY		
61	Rebar	LB		
			TOTAL	TOTAL

TOTAL BASE BID IS CALCULATED ON THE SUM OF ALL UNIT COSTS. DO NOT INCLUDE STORM RATES IN THE BASE BID PRICE IN THE BID SUMMARY SECTION (NEXT PAGE)

- BID SUMMARY-

TOTAL BASE BID **$_____**

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 _____

The undersigned BIDDER _____ (Contractor Name) certifies that they are licensed as a Contractor under N.C.G.S § 87, and that their license number is_____ (License Number).

The undersigned BIDDER hereby agrees to accept an award of the Contract based on the Total Contract Amount as accepted by the OWNER and as indicated on the Notice of Award.

A. BIDDER agrees that Work shall be completed within the time frame indicated in the Agreement as follow:

    1. All work described herein to be complete, including restoration and all punch list items from Notice to Proceed until the competition date noted in the Notice to Proceed.

    2. The BIDDER acknowledges that time is of the essence in this Contract and that the OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph D.1 above plus any extensions thereof allowed in accordance with these Contract Documents. BIDDER also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not complete on time. The Bidder agrees to diligently pursue all available work and complete all work in an expeditious manner.

B. The following documents are attached to and made part of this bid:

    Required Bid Security in the form of either a cashier's check or certified check or Bid Bond in the amount of 5% of maximum Bid price.

    Communications concerning this Bid shall be addressed to: (SURETY'S Name, Address, Telephone Number, and Email)

    Name/Title: _____
    Phone: _____
    Email: _____
    Address: _____
    _____

C. Communications concerning this Bid shall be addressed to: (CONTRACTOR's Name, Address, Telephone Number, and Email)

    Name/Title: _____
    Phone: _____
    Email: _____
    Address: _____
    _____

D. The terms used in this Bid which are defined in Definitions and Terminology Section of the PWC General Conditions or as otherwise specifically defined in the Contract Documents have the meanings assigned to them therein, which are incorporated by reference as if fully set forth herein.

E. An individual contractor is required to furnish his social security number and sole proprietorship, partnership and corporation are required to furnish their employer identification numbers to Fayetteville Public Works Commission. Please indicate this information on this Bid Form as follows:

Social Security Number: _____

Federal Employer Identification Number: _____

SUBMITTED ON ____day of_____2027

AN **INDIVIDUAL**

BY:_____(SEAL)

(Individual's Name and Signature)

Doing Business as: _____

North Carolina Contractor Registration Number:_____

Business Address:_____

Phone Number: _____

Subscribed and sworn to before me this____day of_____2027

_____

NOTARY PUBLIC

My Commission Expires: _____

A **PARTNERSHIP**

BY:_____(SEAL)

(Firm Name)

(General Partner and Signature)

North Carolina Contractor Registration Number:_____

Business Address:_____

Phone Number: _____

Subscribed and sworn to before me this____day of_____2027

_____

NOTARY PUBLIC

My Commission Expires: _____

A **CORPORATION**

BY: _____ _____

(Corporation Name) (State of Incorporation)

BY: _____ (SEAL)

(Name and Title of Person Authorized to Sign and Signature)

ATTEST: _____

(Secretary or Assistant Secretary and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this ____ day of _____ 2027

_____

NOTARY PUBLIC

My Commission Expires: _____

A **JOINT VENTURE**

BY: _____

(Name and Signature)

Doing Business as: _____

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this____day of_____2027

_____

NOTARY PUBLIC

My Commission Expires: _____

(Each joint venturer must sign. The name of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

PROPOSED PROJECT MANAGEMENT STAFF

Title/Function	Name	Total Years at Firm	Years' Experience in Position
Project Manager			
General Foreman			
Forman – Structures			
Forman – Foundations			
Forman – Controls			

_____(CONTRACTOR) _____ (HAS/DOES NOT HAVE) SIXTY PERCENT (60%) OF PROPOSED WORK FORCE WITH FIVE (5) YEARS CONTINUOUS SERVICE WITH BIDDER'S FIRM.

REFERENCES

Contact information for recent (within the last five (5) years) for similar projects related to commercial infrastructure.

Owner Name	Project Description	Contact Name, Phone number & Email

LIST OF SUBCONTRACTORS

Please provide the names of any local suppliers or subcontractors anticipated to be used on this project, including firms located within the Fayetteville Metropolitan Statistical Area (MSA), which consists of Cumberland, Hoke, and Harnett Counties. This form must be fully completed and attached to the bid submittal and each pay application thereafter.

If no subcontractors will be utilized, leave this form blank or indicate "None." If subcontractors are listed on this form.

Subcontractor's Name	Subcontractor's Work	% of Work
		%
		%
		%
		%
		%

Bidder's Signature

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bond is executed on _____ , 20 _____ .

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

_____

Fayetteville Public Works Commission, Fayetteville, North Carolina is the OWNER

The amount of the Bond is _____

_____ (Dollars) ($ _____)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

PWC2627031 – MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

NOW, THEREFORE

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal Secretary) (SEAL)	Principal
	BY: (3)
	(Address)
Witness as to Principal	Surety
(Address)	(Address)

ATTEST:

N.C. Resident Agent
(SEAL)

Witness as to Surety

(Address)

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as the case may be
(3) If Contractor is a Partnership, all partners should execute Bond

POWER OF ATTORNEY
(Attach)

AFFIDAVIT OF ORGANIZATION AND AUTHORITY SWORN STATEMENT
MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

STATE OF _____

COUNTY OF _____

_____being the first duly sworn on oath deposes and says that the Bidder on the attached Bid Form id organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

1. CORPORATION

The bidder is a corporation organized and existing under the laws of the State of _____ and its President is_____, and its Secretary is _____, and does have a corporate seal. The _____ is authorized to sign construction Contract and Bids for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

2. PARTNERSHIP

The Bidder is a Partnership consisting of_____ and _____, partners doing business under the name of _____.

3. SOLE TRADER

The Bidder is an individual and if operating under a trade name, such trade name is as follows: _____

4. ADDRESS

The business address of the Bidder is as follows:

_____

_____

_____ Its phone number is _____

_____

Bidder

By: _____

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.

e) The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for signatures by a CORPORATION):

_____
Corporate Name

ATTEST:

_____ _____
(Assistant) Secretary (Vice) President

(CORPORATE SEAL)

(Use the following form for signatures by and INDIVIDUAL):

BY: _____ (Seal)

WITNESS:

_____

(ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING FORM ON FOLLOWING PAGE)

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of Fayetteville Public Works Commission, Fayetteville, North Carolina and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract.

(Use the following form for signatures by a CORPORATION):

_____
Corporate Name

ATTEST:

_____ BY: _____
(Assistant) Secretary (Vice) President

_____ BY: _____
(Printed Name) (Printed Name)

(Corporate Seal)

(Use the following form for signatures by a PARTNERSHIP or INDIVIDUAL):

BY:_____(SEAL)

_____
(Printed Name)

WITNESS:

_____

_____
(Printed Name)

NON-COLLUSIVE AFFIDAVIT

State of _____)
)
County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the BIDDER that has submitted the attached BID;

(2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

(3) Such BID is genuine and is not a collusive or sham BID;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY _____

ITS _____
(Title)

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

_____
Notary Public

My Commission Expires:

_____

END OF AFFIDAVIT

F.T.A. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned ____certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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 or 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

ECONOMIC IMPACT DISCLOSURE FORM

Prime Contractor: _____
Address & Phone: _____
Project: _____
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	SDBE, SLS, or Local	Construction Trade or Supplies	Payment Amount
Ex. ABC Company	*Local – MSA*	*Hauling*	*$25,000.00*

_____
Signature

_____, _____
Printed Name Title

_____
Date

SECTION B - CONTRACT EXECUTION DOCUMENTS

NOTICE OF AWARD

TO: _____
_____
_____

PROJECT DESCRIPTION: **PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION**

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____day of _____, 2027.

OWNER: **FAYETTEVILLE PUBLIC WORKS COMMISSION**
FAYETTEVILLE, NC

BY: Nikole Bohannon
TITLE: Procurement Manager

ACCEPTANCE OF AWARD

PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 2027.

(CONTRACTOR)

By:_____

Title:_____

- END OF SECTION -

State of North Carolina
Cumberland County

ON-CALL CONSTRUCTION AGREEMENT

THIS ON-CALL CONSTRUCTION AGREEMENT ("Agreement" or "Contract") is made by and between Fayetteville Public Works Commission ("PWC"), a North Carolina public authority, [PER OUR CHARTER (SEE SEC 6A.20), THE CONSTRUCTION CONTRACT, IF MORE THAN $500K, MUST BE BETWEEN THE CITY (BY AND THROUGH PWC) AND THE CONTRACTOR], and _____ ("Contractor"), a North Carolina _____ (each of PWC and Contractor is referred to herein as a "Party" and collectively as the "Parties") as of the date of execution last written below (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

RECITALS

PWC requires the services of a _____ to provide will provide timely, cost-effective and quality on-call construction and repair services for various projects which can be small in scope and usually immediate in terms of need. Individual On-Call Requests dollar values and completion times will vary depending on the type and amount of work assigned and the rate at which appropriated of funds are consumed. The availability of the Contractor and its response times are of the utmost importance.

1. Scope of Services. The following is a general description of the tasks that may be required by PWC pursuant to this Agreement. The list is not intended to be all-inclusive, nor is it guaranteed that all of the listed tasks will be assigned.

_____
_____
_____

Upon receipt of a "Notice to Proceed", Contractor agrees to perform the Authorized Work requested and authorized by PWC pursuant to an On-Call Request. For purposes of this Agreement, an "On-Call Request" means an independent, specific, written work assignment issued to Contractor by PWC outlining a detailed scope of Services to be performed, including some or all of the above-described tasks, applicable timelines, and any other relevant specifications.

Contractor shall furnish and bear solely the entire cost of all labor and materials to perform the Work in a workmanlike manner in strict accordance with the Contract Documents, schedule delivery of the new materials, furnish and bear solely the entire cost of all supervision, contract administration, equipment, tools, and other means necessary to complete the Work, perform every obligation imposed by the Contract Documents, and be solely responsible for the clean-up and disposal of all materials and debris relating to or arising from the construction and renovation, subject to any exceptions that are specifically set forth in the Contract Documents. Except as otherwise specifically provided in the Contract Documents, Contractor is solely responsible for all construction means, methods, techniques, sequences, procedures, safety precautions or programs, supervising, coordinating, and performing the tasks necessary to complete the Work; provided, however, PWC shall have the right, without incurring any liability to Contractor, to suspend Contractor's performance when a PWC employee, in his or her opinion, observes a safety violation involving a threat to life or imminent danger of bodily injury,

SAMPLE

and the suspension shall remain in effect until Contractor remedies the safety violation.

2. Definitions. Capitalized terms used in this Agreement have the meaning specified below:

"Authorized Work" means the specific work requested and authorized pursuant to an On-Call Request.

"Business Day" means each calendar day that is not a Saturday, Sunday, holiday observed by the federal government for its employees, or holiday observed by PWC for its employees.

"Completion of the Authorized Work" means: (i) the Authorized Work is completed in accordance with this Agreement, except for punch list items; (ii) PWC has received any required temporary or final certificate of occupancy from the governmental agency with jurisdiction over the Authorized Work; and (iii) the registered architects or engineers (the "Designer(s)") who designed portions or components of the Authorized Work have issued certificates of Completion of the Authorized Work as to those portions or components.

"Contract Documents" means the following documents that were either made available to Contractor 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. Bid Documents
c. Contractor's Submitted Bid
d. Bid Bond
e. Form of Exceptions
f. Notice of Award
g. Acceptance of Award
h. Performance Bond
i. Payment Bond
j. Copy of General Contractor's License
k. Certificate of Insurance
l. Technical Specifications
m. Additional Specifications

The following documents may be delivered or issued on or after the Effective Date of the Agreement and may not be attached to this Agreement, but are considered Contract Documents when executed by the Parties:

n. On-Call Request and Notice to Proceed
o. Authorized Work Change Directive(s)
p. Change Order(s)
q. Field Order(s)

SAMPLE

There are no Contract Documents other than those identified in this Agreement. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement in a writing signed by the Parties.

"Fault" means a breach of contract by Contractor, negligent, reckless, or intentional act(s) or omission(s) constituting a tort under applicable statutes or common law by one or more Responsible Persons, or violation(s) of applicable statute(s) or regulation(s) by a Responsible Person.

"Responsible Person" means Contractor and each of its employees, agents, representatives, subcontractors, or other persons and entities for which Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

"Work" means all Authorized Work, collectively.

The terms used in this Agreement shall have the meaning as stated herein and in the Contract Documents. In the event of a conflict between the terms of this Agreement and any other component(s) of the Contract Documents, the terms of this Agreement shall govern.

3. Contract Prices. On-Call Requests will be issued individually on a "not to exceed" basis. Authorized Work shall be billed based on the hourly rates set forth on Exhibit A, attached hereto and made a part hereof by this reference. PWC shall pay Contractor for Completion of the Authorized Work in accordance with the Contract Documents the amount identified in the applicable On-Call Request (the "Price"). Contractor understands and acknowledges that the Price is derived from a specific appropriation of funds provided for the Work. Contractor agrees and acknowledges the Price is equal to the aggregate cost of all Authorized Work to be done pursuant to the applicable On-Call Request, including all labor, materials, equipment, apparatus, and supplies. Contractor acknowledges and agrees that there is no guarantee that the amount appropriated will be fully expended.

4. Term. The initial term of this Contract shall be for two (2) years commencing on the Effective Date (the "Initial Term"); provided, however, that PWC may terminate this Contract for convenience at any time following the expiration of the first year of the Initial Term by giving the Contractor written notice of termination. At the expiration of the Initial Term, this Contract will automatically renew for an additional one (1) year period unless a Party provides the other Party with notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term.

The duration of the Authorized Work shall be as set forth in the applicable On-Call Request issued under this Contract, which shall be attached hereto and made an integral part hereof. The Parties shall perform their obligations under this Agreement in compliance with all scheduling deadlines set forth in the On-Call Request. Contractor shall commence the Authorized Work on the date to be specified in the Notice to Proceed issued by PWC. Contractor shall achieve Completion of the Authorized Work on the date specified in the On-Call Request, plus any modifications thereof allowed in accordance with the Contract Documents (the "Completion Date").

5. Payment. PWC shall pay Contractor in installment payments plus a final payment, as set forth in the Contract Documents. For each applicable installment payment, Contractor shall submit an application for payment in accordance with the Contract Documents. An application for payment will be processed by PWC as provided in the Contract Documents.

SAMPLE

Such installment payments shall reflect the actual cost of the Authorized Work, not to exceed in total the Price, and the allocable portion of the total Price for said installment. PWC shall make payment to Contractor, less any applicable retainage set forth in the Contract Documents; provided, however, that PWC may withhold all or a portion of a payment on account of (1) incomplete Authorized Work, (2) defective or nonconforming Authorized Work, (3) claims filed or a reasonable basis to believe that such claims will be filed imminently, (4) failure of Contractor to make payments properly for labor, services, materials, equipment or subcontracts, (5) damages caused to PWC or another party by one or more Responsible Persons, or (6) failure to comply with the terms and conditions of this Agreement. In the final payment, PWC shall pay the balance of the Price, including all retained amounts, less any Liquidated Damages and other applicable damage and claim amounts, to Contractor within forty-five (45) days of Completion of the Authorized Work; provided, however, that PWC may withhold a reasonable sum from the final payment to ensure correction of any final items or condition of the Authorized Work.

6. Retainage. Subject to any restrictions applicable to any federal grant funds that may be utilized for the Authorized Work, PWC may, in its discretion, retain up to five percent (5%) of any periodic payment due Contractor; provided, however, when the Authorized Work is fifty percent (50%) complete, PWC, with written consent of the surety, shall not retain any further retainage from periodic payments due Contractor if Contractor continues to perform satisfactorily and any nonconforming Authorized Work identified in writing prior to that time by PWC or the Designer has been corrected by Contractor and accepted by PWC or the Designer, and provided further that full payment, less authorized deductions, shall also be made for those line item trades that have reached one hundred percent (100%) completion of their contract obligations by or before the Authorized Work is fifty percent (50%) complete if Contractor has performed satisfactorily in accordance with G.S. 143-134.1(b2), contingent upon PWC's receipt of an approval or certification from the Designer that the Authorized Work performed by the subcontractor is acceptable and in accordance with the Contract Documents. If PWC determines Contractor's performance is unsatisfactory, PWC may, in its discretion, reinstate retainage for each subsequent periodic application for payment as authorized in this Section up to the maximum amount of five percent (5%). The Authorized Work shall be deemed fifty percent (50%) complete when Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the Price, except the value of materials stored on-site shall not exceed twenty percent (20%) of Contractor's gross project invoices for the purpose of determining whether the Authorized Work is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the Contract Documents, PWC, with written consent of the surety, shall release to Contractor all retainage on payments held by PWC: (i) PWC receives a certificate of substantial completion from the Designer in charge of the Authorized Work; or (ii) PWC receives beneficial occupancy or use of the Authorized Work; provided, however, PWC may in its discretion retain sufficient funds to secure Completion of the Authorized Work or corrections and punch list items on any Authorized Work. If PWC retains funds, the amount retained shall not exceed two and one-half times the estimated value of the Authorized Work to be completed or corrected or addressed in the punch list. Any reduction in the amount of the retainage on payments shall be with the consent of Contractor's surety. The existence of any third-party claims against Contractor or any additive change orders to the Construction Documents shall not be a basis for delaying the release of any retainage on payments. Notwithstanding anything in this Section to the contrary, following fifty percent (50%) completion of the Authorized Work, PWC shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%), in order to allow PWC to retain two and one-half percent (2.5%) total retainage through the Completion of the Authorized Work. In the event that PWC elects to withhold additional retainage on any periodic payment subsequent to release of retainage on a

SAMPLE

line-item of Authorized Work pursuant to G.S. 143-134.1(b2), Contractor may also withhold from the subcontractors remaining on the project sufficient retainage to offset the additional retainage held by PWC, notwithstanding the actual percentage of retainage withheld by PWC of the Authorized Work as a whole. Neither PWC's nor Contractor's release of retainage on payments as part of a payment in full on a line-item of Authorized Work pursuant to G.S. 143-134.1(b2) shall affect any applicable warranties on Authorized Work done by Contractor or subcontractor, and the warranties shall not begin to run any earlier than either PWC's receipt of a certificate of substantial completion from the Designer in charge of the Authorized Work or PWC receives beneficial occupancy.

7. Liquidated Damages. Time is of the essence with respect to performance of each of the Parties' obligations under this Agreement. Contractor recognizes and acknowledges that PWC will suffer financial and other losses if the Authorized Work is not completed by its Completion Date. The Parties recognize and agree that the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by PWC if the Authorized Work is not completed by the Completion Date. Accordingly, instead of requiring any such proof, Contractor and PWC agree that in the event Contractor fails to achieve Completion of the Authorized Work by its Completion Date, Contractor shall pay to PWC as liquidated damages to compensate PWC for damages related to the delayed Completion of the Authorized Work one thousand dollars ($1000.00) per day ("Liquidated Damages") for each calendar day Contractor fails to achieve Completion of the Authorized Work by the Completion Date.

PWC and Contractor acknowledge and agree that the sums payable under this Section 7 shall constitute liquidated damages and not penalties and are in addition to all other rights of PWC, including the right to call a default. The parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with Contractor's failure fails to achieve Completion of the Authorized Work, (iii) one of the reasons for PWC and Contractor reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) PWC and Contractor are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

8. Contractor's Representations and Warranties. In order to induce PWC to enter into this Agreement, Contractor makes the following representations and warranties to PWC which shall be true and correct on the Effective Date and on the date of issuance of each On-Call Request under this Contract:

a. Contractor is duly licensed in the State of North Carolina to complete the Work, is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against it in accordance with its terms.

b. Contractor has read the Contract Documents, and acknowledges and understands all data, materials, specifications, and requirements identified in the Contract Documents.

SAMPLE

c. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance to complete the Work.

d. Prior to undertaking any Authorized Work, Contractor shall have:

(i) visited the site for the Authorized Work, conducted a thorough, visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance in completing the Authorized Work..

(ii) Contractor shall have carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the site and all drawings of physical conditions relating to existing surface or subsurface structures at the site that have been identified in the Contract Documents and any accompanying reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the site that have been identified in the Contract Documents and any accompanying reports and drawings.

(iii) Contractor shall have considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Authorized Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

(iv) Based on the information and observations referred to in subparagraph (iii) of this subsection d, Contractor shall have satisfied itself that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Authorized Work at the applicable Price commencing on the commencement date set forth in the Notice to Proceed and in accordance with the other terms and conditions of the Contract.

(v) Contractor shall have made itself aware of the general nature of the Authorized Work to be performed by PWC and others at the site that as indicated in the Contract Documents.

e. Prior to undertaking any Work, Contractor shall have given PWC's Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Designer is acceptable to Contractor.

f. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

g. Contractor's entry into this Agreement constitutes an incontrovertible

SAMPLE

representation by Contractor that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

h. Contractor has no business or personal relationship with any PWC Commissioner, officer, director, manager, or supervisor and Contractor covenants to disclose immediately to PWC any such relationship that develops during the performance of the Work.

9. Contractor's Payment Obligations. Contractor shall pay all of its obligations arising out of or in connection with the Work in a timely manner to all persons supplying materials in the prosecution of the Work and to all laborers and others employed thereon.

10. Performance and Payment Bonds. Contractor shall obtain and deliver to PWC a performance bond in an amount based on the estimated cost of the Authorized Work, conditioned upon the faithful performance of all Authorized Work in accordance with the Contract Documents, which bond shall be solely for the protection of PWC. Contractor shall obtain and deliver to PWC a payment bond in the amount of one hundred percent (100%) of the estimated cost of the Authorized Work, conditioned upon the prompt payment for all labor or materials for which Contractor or one or more of its subcontractors is liable, which payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which Contractor is liable. The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina, shall become effective upon the awarding of the construction contract by PWC to Contractor, and shall at all times comply with the requirements set forth in Article 3 of North Carolina General Statutes Chapter 44A. In the event PWC deems the surety or sureties upon any bond necessary for this Agreement and the Completion of the Authorized Work, or if for any reason, such bond ceases to be adequate to cover the performance and/or payment of the Authorized Work, Contractor shall, at its expense, within five (5) days after the receipt of notice from PWC, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to PWC. In such event no further payment to Contractor shall be deemed to be due under this Agreement until new or additional security for the performance and payment of the Authorized Work shall be furnished in manner and form satisfactory to PWC. Contractor understands and acknowledges that PWC, as a public authority, is not subject to the provisions of Articles 1 and 2 of Chapter 44A of the General Statutes, in accordance with G.S. 44A-34 and applicable law.

11. Contractor's Damage Repair Obligations. Contractor shall be responsible for all damages to the property of the City of Fayetteville and of PWC that may result from the normal procedure of a Responsible Person's actions in the prosecution of the Work or that may be caused by or result from the negligence of a Responsible Person during the progress of or connected with the prosecution of the Work, whether within the limits of the Work or elsewhere. Contractor shall promptly restore all such property so damaged to a condition as good as it was immediately prior to Contractor initiating the Work .

12. Defective Work. The Project shall be subject to observation and approval by PWC, Designer, and representatives of governmental agencies with jurisdiction over the Project. PWC and Designer shall be entitled to enter at all reasonable times the premises subject to construction or renovation to inspect the Work performed by or on behalf of Contractor, provided that such entry and inspection does not materially interfere with the progress of construction. Contractor shall correct promptly, at no cost to PWC, all Work

SAMPLE

reasonably rejected by PWC or by its representatives. Should Contractor fail to correct rejected Work, PWC may, acting in its sole discretion, correct such Work and the Contractor shall pay PWC's actual costs of correction and any other applicable amounts identified in the Contract Documents.

13. As-Built Drawings. Contractor shall maintain during the progress of the Authorized Work as-built drawings indicating the current status of the Authorized Work as actually performed. Upon Completion of the Authorized Work, Contractor shall prepare a final version of such as-built drawings and submit them to PWC for approval.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and assigns. Contractor may not assign, transfer, convey, or encumber, whether voluntarily or by operation of law, this Agreement or any obligations, rights under, or interests in this Agreement to a third party without the prior written consent of PWC; and, specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives and the City of Fayetteville and its elected officials, managers, employees, agents, and representatives and Design Engineer (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 if the Fault of one or more Responsible Persons is a proximate cause of the loss, damage, or expense indemnified. Contractor's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of this Agreement.

16. Insurance. Contractor shall maintain during the performance of the Work and for at least three (3) years after the Completion of the Work the insurance coverage set forth in the Contract Documents, 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 initiating any Work , Contractor shall deliver certificates of insurance confirming each such coverage required by the Contract Documents, and Contractor 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 comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an "occurrence" basis. Contractor 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 Contractor fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not have 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 Contractor, or to seek reimbursement for said payments from Contractor. Any such sums paid by PWC shall be due and payable immediately by Contractor upon notice from PWC. The insurance provisions of this

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Agreement shall not be construed as a limitation on Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Contractor's obligation to maintain insurance for three (3) years after Completion of the Work shall survive the termination of this Agreement.

17. Warranty. Contractor hereby grants to PWC warranties on all materials and Workmanship involved in the Work for a period of one (1) year from the date of Completion of the Authorized Work and a period of two (2) years from the date of Completion of the Authorized Work for any latent structural defects. PWC shall give written notice to Contractor of any claim under this Section within the time specified hereinabove. These warranties shall be in addition to, and not in derogation of, all other rights and privileges which PWC may have under law, equity, or instrument, and shall survive the date of Completion of the Authorized Work and the final settlement and shall be binding on Contractor notwithstanding any provision in any other writing executed by PWC heretofore or contemporaneous with the execution of the Agreement or prior to the date of Completion of the Authorized Work.

18. Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further cumulative and not exclusive of any remedies provided by law. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns. This Agreement may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF. Contractor shall at all times comply with all applicable Federal, state, and local laws and building codes in the performance of its obligations under the Agreement.

20. Dispute Resolution. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute") and involving any two or more of the following parties, PWC, Designer, Contractor or any subcontractor of Contractor, the party initiating the Dispute shall serve written notice of a Dispute on the party(ies) to the dispute, and those parties shall endeavor to settle the dispute first through direct, informal discussions between the parties' selected representatives. Any such representative(s) shall have binding authority to settle the Dispute. In the event the parties do not settle the Dispute within ten (10) days from the date of written notice of the Dispute, any party to the Dispute may, by written notice to the other party(ies), engage a mediator certified under the laws of the State of North Carolina to mediate the Dispute within thirty (30) days of such notice. The parties to the Dispute shall attend mediation in good faith. In the event mediation is unsuccessful, any party to the dispute may initiate arbitration proceedings. Any controversy or claim arising out of or relating to the Contract Documents, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All of the foregoing dispute resolution procedures shall be held in Cumberland County, North Carolina. The costs of the mediator and arbitrator in a dispute resolution process shall be divided equally among the parties to the process; provided, however, PWC shall bear at least one-third of the cost if PWC is a party to the dispute resolution and the remainder of the cost shall be divided equally among the other parties participating in

SAMPLE

the dispute resolution. PWC shall, in its contractual arrangements with Designer, and Contractor shall, in its contracts with subcontractors and they in their contracts with lower-tier subcontractors authorize and direct such parties to participate in the dispute resolution procedures set forth in this Section. Unless otherwise directed in writing by PWC, Contractor shall continue the Work and maintain compliance with the scheduling deadlines set forth in the Contract Documents during any dispute resolution proceedings. If Contractor continues to perform, PWC shall make payments due for the continued performance in accordance with this Agreement. The provisions of this Section shall not extend any applicable statutes of limitation or repose.

21. Execution; Modification; Entire Agreement; Severability. 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. No oral communication, promise, understanding, or agreement before, contemporaneous with, or after the execution of this Agreement shall affect or modify any of the terms and conditions and obligations of the Contract Documents. The Contract Documents shall be modified only by a subsequent writing signed by both Parties. The Contract Documents shall be conclusively considered to contain and express all the terms and conditions agreed upon by the Parties, notwithstanding any prior or contemporaneous written communication, promise, understanding or agreement. Should any provision of this Agreement or any of the Contract Documents at any time be in conflict with any law, statute, rule, regulation, order, or ruling and thus be unenforceable, or be unenforceable for any other reason, then the remaining provisions of this Agreement shall remain in full force and effect and the court or arbitrator shall give the offending provision the fullest meaning and effect permitted by law. The titles of the Sections 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.

22. Notices. Any notice which either Party is required or desires to give the other hereunder 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 herein below, 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 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 therefore 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 Contractor:

SAMPLE

23. Termination. In addition to any other termination rights of PWC set forth in this Agreement, PWC may terminate this Agreement immediately if during the progress of any Authorized Work or during any warranty period, Contractor:

a. Persistently fails to prosecute Authorized Work properly and in accordance with this Contract, including but not limited to include failure to provide sufficient crews, equipment, or resources, or failure to adhere to the schedule;

b. Demonstrates disregard for the policies, procedures, or requirements of PWC;

c. Demonstrates complete disregard of the authority of PWC or its designated representatives; or

d. Violates in any substantial way the provisions and requirements of this Agreement.

Such termination shall be effective upon written notice to Contractor and its surety. PWC may terminate the contract for its convenience by providing Contractor at least seven (7) calendar days prior written notice, in which event Contractor shall be paid for all Authorized Work completed, plus other expenses as mutually agreed upon between PWC and Contractor.

24. Compliance with North Carolina and Federal Law. Contractor 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. Contractor 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 N.C.G.S. §64-26(a). Contractor hereby pledges, attests, and warrants through execution of this Agreement that Contractor 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 Contractor shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Contractor hereby further acknowledges that the execution and delivery of this Agreement constitutes Contractor's certification to PWC and to the North Carolina State Treasurer that, as of the date of the Effective Date of this Agreement, Contractor 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. Contractor represents and warrants to Commission that Contractor, 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,

SAMPLE

any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Contractor also shall at all times during the term of this Agreement comply with Executive Order 11246, , as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Contractor 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.

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

Fayetteville Public Works Commission	[CONTRACTOR]
By:_____	By:_____
Timothy Bryant, CEO/GM	_____
	(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

EXHIBT A

Hourly Rates

SAMPLE

DIVISION 1

PERFORMANCE BOND

Date of Execution: _____

Name of Principal: _____

(Contractor)

Name of Surety: _____

Name of Contracting Body: Fayetteville Public Works Commission, Fayetteville, N.C.

Amount of Bond: _____

PROJECT: PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That We, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any Guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:	CONTRACTOR:
(Proprietorship of Partnership)	(Trade or Corporate Name)
By:	By:
Title:	Title:
(Corporate Secretary or Assistant Secretary, Only)	(Owner, Partner, Corporate President or Vice-President, Only) **(CORPORATE SEAL)**

Witness:	SURETY COMPANY:
	(Surety Company Name)
	By:
Countersigned:	Title:
(N.C. Licensed Resident Agent)	(Attorney in Fact) **(SURETY CORPORATE SEAL)**

PAYMENT BOND

Date of Execution: _____

Name of Principal: _____

(Contractor)

Name of Surety: _____

Name of Contracting Body: Fayetteville Public Works Commission, Fayetteville, N.C.

Amount of Bond: _____

PROJECT: **PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION**

KNOW ALL MEN BY THESE PRESENTS, that We, the PRINCIPAL and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:	CONTRACTOR:
_____	_____
(Proprietorship of Partnership)	(Trade or Corporate Name)
By:	By:
_____	_____
Title:	Title:
_____	_____
(Corporate Secretary or Assistant Secretary, Only)	(Owner, Partner, Corporate President or Vice-President, Only) **(CORPORATE SEAL)**

Witness:	SURETY COMPANY:
_____	_____
	(Surety Company Name)
	By:
Countersigned:	_____
	Title:
_____	_____
(N.C. Licensed Resident Agent)	(Attorney in Fact) **(SURETY CORPORATE SEAL)**

POWER OF ATTORNEY
(ATTACH)

CERTIFICATE(S) OF INSURANCE
(Attach)

NOTICE TO PROCEED

TO: _____ Date: _____

PROJECT: **PWC2627031 - MISCELLANEOUS ELECTRIC SUBSTATION CONSTRUCTION**

You are hereby notified to commence work in accordance with the Contract dated _____, 2027, on or before _____, 2027, and you are to complete the WORK within the **contract period** thereafter. The date of final completion therefore is _____.

FAYETTEVILLE PUBLIC WORKS COMMISSION

BY:_____

Nikole Bohannon

Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the _____day of _____, 2027.

(CONTRACTOR)

BY:_____

TITLE:_____

- END OF SECTION –