



ADDENDUM NO. 2

11/26/2025

to the
**CONSTRUCTION DOCUMENTS
PROJECT MANUAL**
for

**GRAY'S CREEK WATER AND SEWER DISTRICT
CUMBERLAND COUNTY, NC
GRAY'S CREEK PHASE 1 WATER DISTRIBUTION PACKAGE 1**

Issued: November 26, 2025

To: All Official Plan Holders

The following revisions, additions, and clarifications are hereby made part of the Contract Documents for the above-referenced project and shall be taken into account in the preparation of all Bids and the execution of all Work. All items in conflict with the Addenda are hereby deleted. This addendum is made part of the Contract Documents and shall be noted on the proposal.

I. SPECIFICATIONS

- Ad 2-1 Section 00 73 01 – EJCDC C-800 SUPPLEMENTAL CONDITIONS
- (i) **INSERT** Section 00 73 01 EJCD C-800 SUPPLEMENTAL CONDITIONS document provided in the Attachments as Attachment 1.
- Ad-2-2. Section 00 41 13 – EJCD C-410 BID FORM FOR CONST CONTRACT 2018
- (i) **DELETE** section 00 41 13 **INSERT** updated section 00 41 13 provided in the Attachments as Attachment 2.

II. DRAWINGS (NOT USED)

III. QUESTIONS AND ANSWERS

- Ad-2- 3 Answers to questions received by 5pm, Tuesday November 25, 2025, are provided in the Attachments as Attachment 3.

IV. CLARIFICATIONS (NOT USED)

Respectfully submitted,

HDR Engineering, Inc. of the Carolinas

Attachments: Attachment 1 – Supplemental Conditions.
Attachment 2 - Section 00 41 13
Attachment 3 – Answers to Questions Received

SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

| | Page |
|--|-------------|
| Article 1— Definitions and Terminology | 2 |
| Article 2— Preliminary Matters | 2 |
| Article 3— Contract Documents: Intent, Requirements, Reuse..... | 2 |
| Article 4— Commencement and Progress of the Work | 3 |
| Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions..... | 4 |
| Article 6— Bonds and Insurance | 5 |
| Article 7— Contractor's Responsibilities | 7 |
| Article 8— Other Work at the Site | 9 |
| Article 9— Owner's Responsibilities | 9 |
| Article 10— Engineer's Status During Construction | 9 |
| Article 11— Changes to the Contract | 10 |
| Article 12— Claims..... | 10 |
| Article 13— Cost of Work; Allowances, Unit Price Work | 11 |
| Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work..... | 12 |
| Article 15— Payments to Contractor, Set Offs; Completions; Correction Period | 12 |
| Article 16— Suspension of Work and Termination | 12 |
| Article 17— Final Resolutions of Disputes..... | 12 |
| Article 18— Miscellaneous..... | 13 |
| Article 19— STATUTORY REQUIREMENTS..... | 13 |

SUPPLEMENTARY CONDITIONS

OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms, if any, used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The paragraph address system used in these Supplementary Conditions is the same as the paragraph address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

A. DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01.A.40 Add the following to subparagraph 1.01.A.40:

Trucking, shipping, delivery firms, consultants, and entities performing testing or inspection retained by Contractor or any Subcontractor are considered to be Subcontractors.

SC-1.01.A.45 Add the following to subparagraph 1.01.A.45:

Entities that rent construction equipment or machinery, but are not incorporated into the Work, are considered to be Suppliers. If such rental entity furnishes both equipment and one or more personnel to operate and maintain the equipment, such entity is a Subcontractor.

B. PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01.B Delete Paragraph 2.01.B. in its entirety and insert the following in its place:

B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01.C Delete Paragraph 2.01.C in its entirety.

2.02 *Copies of Documents*

SC-2.02.A Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor five (5) paper copies of conformed Contract Documents incorporating and integrating all Addenda and amendments, if any, negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional paper copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

C. CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01.C Delete Paragraph 3.01.C in its entirety.

SC-3.01.G Add the following new paragraphs immediately after Paragraph 3.01.G:

H. The words used in the Specifications and Contract Documents may vary in form, format, and style. Some Specification sections are written in varying degrees of streamlined or declarative style and some Specifications sections may, in comparison, employ a more-narrative style. Omissions of such words and phrases as "Contractor shall," "in conformity with," "as shown,"

or "as specified" are intentional in streamlined language in the Contract Documents. Omitted words and phrases are incorporated by inference. Similar types of provisions may appear in various parts of a Specifications section or elsewhere in the Contract Documents. Contractor shall not attempt to take advantage of any variation of form, format or style in Change Proposal(s) and Claim(s).

- I. Cross referencing of Specifications sections identified as "Related Sections" in a Specifications section's heading is intended to serve only as an aid and convenience to Contractor and Contractor shall not rely on cross referencing being indicated and shall be responsible for coordinating the entire Work and providing a complete Project regardless of whether any cross referencing is provided, completed, or incorrect.

3.03 *Reporting and Resolving Discrepancies*

SC-3.03.B.1 Add the following new subparagraph immediately after subparagraph 3.03.B.1:

2. Where any conflicts exist between the Contract, General Conditions, these Supplementary Conditions, the General and Technical Specifications, the Construction Quality Assurance Manual, the Contract Drawings, or any other Contract Documents, the most stringent requirement shall control.

D. COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier. By agreement of the parties to the Contract through a Change Order, these time limits may be changed.

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs immediately after subparagraph 4.05.C.4:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5 inches of water or greater of precipitation (as rain equivalent, based on the snow/rain conversion indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days .
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 30 degrees Fahrenheit; or, at 3:00

p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.

- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by Fayetteville Regional Airport weather monitoring station at Fayetteville Regional Airport – Grannis Field Station.
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Table SC-4.05-C-1—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Table SC-4.05.C-1—Foreseeable Bad Weather Days, will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

Table SC-4.05.C-1—Foreseeable Bad Weather Days

| Month | Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) ⁽¹⁾ | Ambient Outdoor Air Temperature (degrees F) | |
|-----------|---|--|--|
| | | Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) | Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) |
| January | 6 | 7 | 0 |
| February | 3 | 4 | 0 |
| March | 3 | 1 | 0 |
| April | 4 | 0 | 0 |
| May | 3 | 0 | 0 |
| June | 5 | 0 | 0 |
| July | 7 | 0 | 0 |
| August | 4 | 0 | 0 |
| September | 4 | 0 | 0 |
| October | 2 | 0 | 0 |
| November | 2 | 2 | 0 |
| December | 4 | 5 | 0 |

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

E. SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03.D Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the report of exploration tests of subsurface conditions at or adjacent to the Site.

| Report Title | Date of Report | Technical Data |
|---|----------------|---------------------|
| Report of Subsurface Exploration and Preliminary Geotechnical Engineering Evaluation – Grays Creek – Area Package 1 | July 7, 2025 | Geotechnical Report |

F. No drawings of existing physical conditions at or adjacent to the Site were used to develop the Contract Documents.

5.04 *Differing Subsurface or Physical Conditions*

SC 5.04.A.3 Delete subparagraph 5.04.A.3 in its entirety and insert the following in its place:

3. differs materially from that shown or indicated in the Contract Documents;

SC-5.04.A.4 Delete subparagraph 5.04.A.4 in its entirety and insert the following in its place:

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; or

SC 5.04.A.4 Add the following new subparagraph immediately following subparagraph 5.04.A.4:

5. contains human remains within or outside of any coffin or casket, any burial markers, evidence of an archaeological or historical site, or wetlands not shown or indicated in the Contract Documents;

5.06 *Hazardous Environmental Conditions*

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. No Hazardous Environmental Conditions Identified. Owner has no knowledge of any Hazardous Environmental Conditions at or adjacent to the site of the Work and none are identified by the Contract Documents or these Supplementary Conditions.

SC-5.06.I Delete Paragraph 5.06.I in its entirety.

F. BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC 6.01.A Add the following to Paragraph 6.01.A:
The bonds required by this section shall be as follows:

SC-6.01.A Add the following subparagraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance - General Provisions*

SC 6.02.E Add the following to Paragraph 6.02.E:
Contractor acknowledges and accepts that Owner is self-insured and shall not carry or provide any insurance except as set out in these Supplementary Conditions.

6.03 *Contractor's Insurance*

SC-6.03.C. Add the following Paragraphs after Paragraph 6.03.C:

- D. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 - 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 - 2. damages insured by reasonably available personal injury liability coverage, and
 - 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- E. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 - 4. Underground, explosion, and collapse coverage.
 - 5. Personal injury coverage.
 - 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- F. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
 - 1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 - 2. Any exclusion for water intrusion or water damage.
 - 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 - 4. Any exclusion of coverage relating to earth subsidence or movement.
 - 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 - 6. Any limitation or exclusion based on the nature of Contractor's work.
 - 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- G. *Commercial General Liability—Minimum Policy Limits*

| Commercial General Liability | Policy limits of not less than: |
|---|--|
| General Aggregate | \$2,000,000 |
| Products—Completed Operations Aggregate | \$2,000,000 |

| Commercial General Liability | Policy limits of not less than: |
|---|--|
| Personal and Advertising Injury | \$1,000,000 |
| Bodily Injury and Property Damage—Each Occurrence | \$1,000,000 |

- H. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

| Automobile Liability | Policy limits of not less than: |
|---|--|
| Bodily Injury | |
| Each Person | \$2,000,000 |
| Each Accident | \$5,000,000 |
| Property Damage | |
| Each Accident | \$2,000,000 |
| Combined Single Limit | |
| Combined Single Limit (Bodily Injury and Property Damage) | \$2,000,000 |

- I. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| Excess or Umbrella Liability | Policy limits of not less than: |
|-------------------------------------|--|
| Each Occurrence | \$5,000,000 |
| General Aggregate | \$5,000,000 |

- J. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

6.04 *Builder's Risk and Other Property Insurance*
 SC-6.04.B Delete Paragraphs 6.04.B, 6.04.C, and 6.04.D in their entirety.

G. CONTRACTOR'S RESPONSIBILITIES

7.02 *Supervision and Superintendence*

SC-7.02.B Add the following to Paragraph 7.02.B:

Unless Owner otherwise agrees in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

SC-7.03.C Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8:00 AM to 5:00 PM.
2. Owner's legal holidays are listed on Cumberland County's Website (www.cumberlandcountync.gov).

SC-7.03.C Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of overtime (premium) pay and other expense incurred by Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15. For purposes of administering the foregoing requirement, additional overtime costs are defined as determined by Owner and Engineer.

7.07 *Concerning Subcontractors and Suppliers*

SC-7.07.M Add a new paragraph immediately after Paragraph 7.07.M:

- N. Contractor shall self-perform a minimum of 50% of the Work value.

7.10 *Taxes*

SC-7.10.A Delete Paragraph 7.10.A in its entirety and replace with the following Paragraph 7.10.A:

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work subject to the following conditions:
1. Owner is exempt from all North Carolina and local government sales and use taxes on all materials to be incorporated into the Work. This exemption does not apply to construction tools, machinery, equipment or other property purchased or leased by Contractor, or to supplies or materials not incorporated into the Work.
 2. Contractor and its subcontractors shall be obligated to maintain full and complete records of all purchases which are exempt from the sales and use tax and submit a report of such purchases in the form and with such documentation, and on the schedule as directed by Owner for the purpose of Owner applying for reimbursement of the exempt taxes paid.

7.11 *Laws and Regulations*

SC-7.11.C Add a new paragraph immediately after Paragraph 7.11.C:

- D Refer to Article SC 19 and Documents 00 73 01A – Exhibit A - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM, 00 73 01B – Exhibit B – BUILD AMERICA, BUY AMERICA (BABA) ACT ADDENDUM, 00 73 01C – Exhibit C – DAVIS BACON INSTRUCTIONS FOR SRF PROJECTS, 00 73 01D – Exhibit D – WAGE DETERMINATION, and 00 73 01E – Exhibit E – SIGNAGE REQUIREMENT GUIDANCE, for Laws and Regulations that, by terms of said Laws and Regulations, are to be included in the Contract Documents. The failure to include in Article SC-19 and Documents 00 73 01A – Exhibit A - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM, 00 73 01B – Exhibit B – BUILD AMERICA, BUY AMERICA (BABA) ACT ADDENDUM, 00 73 01C – Exhibit C – DAVIS BACON INSTRUCTIONS FOR SRF PROJECTS, 00 73 01D – Exhibit D – WAGE DETERMINATION, and 00 73 01E – Exhibit E – SIGNAGE REQUIREMENT GUIDANCE or any Law or Regulation applicable to the performance of the Work does not diminish Contractor's responsibility to comply with all Laws and Regulations applicable to the performance of the Work.

7.14 *Hazard Communication Programs*

SC-7.14 Add the following new paragraph immediately after Paragraph 7.14.A:

- B Contractor shall be responsible for coordinating exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations. Contractor shall provide a centralized location for the maintenance of the safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

H. OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

I. OWNER'S RESPONSIBILITIES

9.11 *Evidence of Financial Arrangements*

SC-9.11.A Delete Paragraph 9.11.A in its entirety.

9.12 *Safety Programs*

SC-9.12 Add the following new Paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 *Owner's Site Representative*

- A. Owner may furnish an "Owner's Site Representative" (OSR) to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee.

J. ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03.B Add the following paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) may be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR may:
 - 1. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance*: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's representative, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 - 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

- b. Observe and document whether any Work in place appears to be defective. This does not impose on either RPR or Engineer any obligation to find all, or any specific element of, defective Work, for which Contractor remains solely responsible.
 - c. Observe and document whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to (1) code-required tests and special inspections, and (2) those performed by public or other agencies having jurisdiction over the Work.
 - b. Observe specific tests, inspections, and other field quality control required by the Contract Documents and performed by Contractor, Subcontractor, Supplier, or by testing or laboratories retained by any of them, .
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor and advise Contractor regarding quantities or extent of the Work eligible for payment.
7. *Field Reports:*
- a. Work with Contractor to prepare and maintain field reports including weather impacts, location of work, testing, and property-owner complaints.
 - b. Discuss and agree to weather delays with Contractor as they occur.
 - c. Field reports shall be distributed with pay requests.
8. *Completion*
- a. Participate in Engineer's visits regarding inspection for Substantial Completion.
 - b. Assist in the augmenting or amending the punch list of items to be completed or corrected prior to final inspection.
 - c. *Final Inspection:* Participate in Engineer's visit to the Site, in the company of Owner and Contractor, regarding completion of the Work, and prepare a final punch list (if any) of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
 - e. *Record Documents:* Periodically during the Work, review with Contractor the status of Contractor's record documents required by the Contract Documents and advise Contractor on whether such record documents appear to comply with the Contract's requirements for record documents. Record documents should be reviewed monthly with pay requests. Review final record documents submitted by Contractor.
- D. The RPR will not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials, equipment (including "or-equal" items), or procedures or sequences indicated in the Contract Documents.
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control or responsibility over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security protection, or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

K. CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

L. CLAIMS

12.01.D. *Mediation*

SC-12.01.D.1. Add the following to Paragraph 12.01.D.1:

The parties agree that they will conduct mediation of any claim as pre-trial mediation and select a mediator who is certified by the North Carolina Dispute Resolution Commission. If the parties cannot agree on a mediator, they shall jointly ask the Cumberland County Superior Court Trial Court Administrator to select the mediator.

M. COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01.B.5.c.(1) Supplement Paragraph 13.01.B.5.c.(1) by adding the following subparagraphs:

- a) Prior to commencing Work at the Site, submit to Owner, through Engineer, copies of the equipment rental agreements for Owner's approval.
- b) Should Contractor perform Work using rented construction equipment or machinery without Owner's written approval of the associated rental agreement and the parties subsequently disagree on the applicable rental rates, use of such construction equipment and machinery will be compensated on the basis of the rental rate book indicated in Paragraph SC-13.01.B.5.c.(2).
- c) When the rental rate book is used basis for determining compensation for construction equipment and machinery leased from a rental firm, the hourly rate for such equipment shall be determined in accordance with Paragraph 13.01.B.5.(2) of the General Conditions.

SC-13.01.B.5.c.(2) Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition, of equipment rental rate book.

SC-13.01.B.5.c Supplement Paragraph 13.01.B.5.c by adding the following subparagraphs:

- 4) *Inactive Equipment and Machinery*: Rental of construction equipment and machinery shall cease when the use thereof is no longer necessary for the Work. Periods of inactivity for such construction equipment or machinery will not be compensable unless agreed upon in writing by Owner, unless the costs of disassembly, removal, transportation, reassembly, and remobilization, as submitted to and accepted by Owner (with advice of Engineer) would exceed the cost of continuing to rent the item(s) during the period(s) of inactivity. Contractor is responsible for obtaining Owner's written approval for compensation for construction equipment and machinery for periods of inactivity. Owner is not responsible for retroactively approving such inactivity. "Period of inactivity" for such items includes periods when the construction equipment or machinery is not used or necessary for the logical and efficient progression of the Work, or when other, available equipment or machinery is suitable for performing the given task.
- 5) *Condition of Equipment and Machinery*: Construction equipment and machinery will be compensable only for serviceable construction equipment and machinery capable of efficiently performing its intended function at the Site. Construction equipment and machinery not in compliance with this Paragraph SC-13.01.B.5.c.5) is not eligible for compensation.
- 6) *Capped Compensation*: Compensation paid Contractor for a given item of Contractor-owned construction equipment or machinery will be capped at, and shall not exceed, the comparable purchase price of such item of equal or comparable capacity and capability.

SC-13.01.C.2 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a.) For purposes of this paragraph, "small tools and hand tools" means items in one or more of the following categories: (1) Items that are ordinarily required for the performing worker's job function, including but not limited to equipment which ordinarily has no

associated licensing, insurance, or substantive storage costs; such as hammers, wrenches, socket tools, manual saws, power saws, chainsaws, common power tools, impact drills, threaders, benders, transits and theodolites and related equipment, and other tools transportable by hand, regardless of ownership of such items; (2) Items such as gang-boxes, ladders, hand carts and similar wheeled items manually operated by workers, extension cords, and similar items; (3) common testing equipment such as insulation testers (megger-testing equipment), amp meters, gas detectors, pressure gauges, and similar items; (4) A purchase price (if purchased new, at retail) of \$500, although such limit is not absolute, and certain items may be deemed by Owner or Engineer as "small tools or hand tools" (and not eligible for compensation) even though such item may have a purchase price greater than the amount indicated in this Paragraph 13.01.C.2.

13.03 *Unit Price Work*

SC-13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *No Adjustments in Unit Price*

1. Neither Contractor nor Owner shall be entitled to an adjustment in any item of Unit Price Work regardless of change in quantities or costs.

N. TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

O. PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03.B Add the following to Paragraph 15.03.B:

If some or all of the Work has been determined by Engineer not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer or other entity retained by Owner, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

P. SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

Q. FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC-17.01.B Delete Paragraph 17.01.B in its entirety and insert the following in its place:

- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may elect in writing to invoke the mediation process set forth in Article 12 of these Supplementary Conditions. In the event any dispute is not resolved by mediation, the party making the claim may file litigation in the proper division of the General Court of Justice with the venue being Cumberland County. The parties will conduct any mediation as pre-trial

mediation with the intent that it may be considered by the court as mediation ordered by the court.

R. MISCELLANEOUS

SC-18.11 Add new paragraph immediately after Paragraph 18.10, to read as follows:

SC-18.11 Confidential Information

- A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.
- B. The following information is not subject to the above confidentiality requirements:
 - 1. information in the public domain through no action of Contractor in breach of the Contract Documents; or
 - 2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or
 - 3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18.12 Add a new paragraph immediately after Paragraph 18.11, to read as follows:

SC-18.12 Publicity

- A. Contractor shall not disclose to any third party the nature of its Work on the Project, nor engage in publicity or public media disclosures with respect to the Project without the prior written consent of Owner.

SC-19 Add new article immediately after Article 18, to read as follows:

S. STATUTORY REQUIREMENTS

SC-19.01 This article contains portions of certain Laws or Regulations which, by provision of Laws or Regulations, are required to be included in the Contract Documents. The matters addressed in this Article SC-19 may not be complete or current. Contractor's obligation to comply with all Laws and Regulations is set forth in Paragraph 7.11 of the General Conditions.

SC-19.02 Contractor shall comply with the requirements of Exhibit A – Coronavirus State and Local Fiscal Recovery Funds Addendum.

SC-19.03 Contractor shall comply with the requirements of Exhibit B – Build America, Buy America (BABA) Act Addendum.

SC-19.04 Contractor shall comply with the requirements of Exhibit C – Davis-Bacon Instructions for SRF Projects

SC-19.05 Contractor to comply with the requirements of Exhibit D – Wage Determination

SC-19.06 Contractor to comply with the requirements of Exhibit E – Signage Requirement Guidance

ATTACHMENT 2

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Gray's Creek Water and Sewer District
Cumberland County, NC
698 Ann Street
Fayetteville, NC 28301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project;
- E. Contractor's license number as evidence of Bidder's North Carolina State Contractor's License in accordance the NCAC Title 21 Chapter 12A.;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Identification of Minority Business Participation.

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

1. Unit Price (Base Bid)

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|-----------------------|---|------|--------------------|----------------|------------|
| Base Bid Items | | | | | |
| 1 | Mobilization and Demobilization (Maximum 3% of Bid) | LS | 1 | | |
| 2 | Traffic Control | LS | 1 | | |
| 3 | Erosion and Sediment Control | LS | 1 | | |
| 4 | 2-inch PVC Water Main SDR 21 | LF | 462 | | |
| 4A | 8-inch PVC Water Main C900 | LF | 4,895 | | |
| 4B | 12-inch PVC Water Main C900 | LF | 1,011 | | |
| 5 | 8-inch Ductile Iron Restrained Joint Water Main CL350 | LF | 4,184 | | |
| 5A | 12-inch Ductile Iron Restrained Joint Water Main CL350 | LF | 1,630 | | |
| 6 | Restrained Joint Ductile Iron Pipe Fittings | LB | 9,300 | | |
| 7 | 6-inch Gate Valves, Valve Box, and Appurtenances | EA | 18 | | |
| 7A | 8-inch Gate Valves, Valve Box, and Appurtenances | EA | 21 | | |
| 7B | 12-inch Gate Valves, Valve Box, and Appurtenances | EA | 7 | | |
| 7C | 8-inch Backflow Preventer (Fayetteville PWC Approved) | EA | 1 | | |
| 7D | 2-inch Blow-Off Valve | EA | 4 | | |
| 7E | PWC Meter Vault | EA | 1 | | |
| 8 | Fire Hydrant Assembly | EA | 18 | | |
| 8A | 6-inch Ductile Iron Restrained Joint Fire Hydrant Leg CL 350 | LF | 118 | | |
| 9 | Bore & Jack 24-inch Steel Casing w/12-inch RJDIP Carrier Pipe | LF | 68 | | |
| 9A | Bore & Jack 18-inch Steel Casing w/8-inch RJDIP Carrier Pipe | LF | 409 | | |
| 10 | 1-inch Water Service Line (same side) | EA | 36 | | |
| 10A | 1-inch Water Service Line (opposite side) (Trenchless) | EA | 24 | | |
| 10B | 1-inch Water Service Line (opposite side) | EA | 18 | | |
| 11 | Select Fill | CY | 1,000 | | |
| 12 | Flowable Fill | CY | 40 | | |
| 13 | Driveway Repairs (Asphalt)) | SY | 23 | | |
| 13A | Driveway Repairs (Concrete) | SY | 123 | | |
| 13B | Driveway Repairs (Gravel or Dirt) | SY | 106 | | |
| 14 | Seeding, Sodding, and Landscaping | SY | 15,190 | | |
| 15 | Miscellaneous Concrete | CY | 30 | | |
| 16 | Asphalt Pavement Repairs and Patching | SY | 1,400 | | |

| | | | | | |
|--|--|-----|------|-----|-----------------|
| 16A | Asphalt Pavement Overlay | SY | 5664 | | |
| 17 | Water for Testing and Flushing Water Mains Allowance | GAL | TBD | TBD | \$200,000.00 |
| | | | | | |
| Subtotal Base Bid Unit Price Items: | | | | | \$ _____ |
| | | | | | |
| | | | | | |
| | | | | | |

- B. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Base Bid)

| | |
|-----------------------------------|-----------------|
| Total Bid Price (Base Bid) | \$ _____ |
|-----------------------------------|-----------------|

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
- A. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
| | |
| | |
| | |

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

_____ *(typed or printed name of organization)*

By: _____ *(individual's signature)*

Name: _____ *(typed or printed)*

Title: _____ *(typed or printed)*

Date: _____ *(typed or printed)*

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____ *(individual's signature)*

Name: _____ *(typed or printed)*

Title: _____ *(typed or printed)*

Date: _____ *(typed or printed)*

Bidder's Address for giving notices:

Bidder's Contact Person:

Name: _____ *(typed or printed)*

Title: _____ *(typed or printed)*

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

Gray's Creek Phase 1 Water Distribution Package 1**Addendum #2****11/25/2025 Questions from potential bidders**

1. Are water services to be copper or poly? The specs indicate polyethylene pipe just want to make sure that is what is needed and not copper. **Response: Please refer to the 1" Water Service Lateral detail on Sheet 01CU501 included in Addendum #1.**
2. Are hydrants to have Storz connections? The details in the plans indicate no but wanted to clarify. **Response: The Storz connection has been required as shown on the revised detail sheets included in Addendum #1.**
3. On the plans for Pineville and Sunshine, in the general notes box, Note #5 references patching the trench as per NCDOT Std 654.01, which is 11" B25.0C and 3" S9.5B/C at an approx. 7-foot width. While referenced on plan notes, this detail is not included in the plan set. However, included in the plans on sheet 01CU504, there is a detail for trench repairs showing 4" B25.0C and 3" S9.5B/C at an approx. 5 foot width....which detail should we use for trench patching?
 - a. Depending on which detail we are to use the bid quantity for the Asphalt Pavement Repairs and Patching line item too low.
 - i. If we use NCDOT Std 654.01 then the patching quantity is 1000 SY low (should be 1,965 SY)
 - ii. If we use the detail on 01CU504 then the patching quantity is 415 SY low (should be 1,380 SY)

Responses:

- a. **Item #16 – Asphalt Pavement Repairs and Patching: The quantity has been revised to 1,400 SY in the updated Bid Form attached to this Addendum.**
- b. **Plan Sheets 01CU111 and 01CU112:**
 - i. **Revise Note 5 as follows: BACKFILL TRENCH AND REPLACE EXISTING PAVEMENT ON PINEVILLE DR. SEE PAVEMENT REPAIR DETAIL 01CU504.**
 - ii. **Revise Note 6 as follows: PROVIDE 1.5" PAVEMENT OVERLAY ON ALL EXISTING ASPHALT ON PINEVILLE DRIVE.**

c. Plan Sheets 01CU113 and 01CU114:

Revise Note 5 as follows: BACKFILL TRENCH AND REPLACE EXISTING PAVEMENT ON SUNSHINE CT. SEE PAVEMENT REPAIR DETAIL 01CU504.

4. Received Addendum #1 that includes an additional Bid Item Allowance of \$200,0000.00 for Water testing & Flushing. This number implies \$200,000 but reads \$2,000,000.00 either number seems very high for water testing. Can you please clarify what the correct amount for this allowance. **Response: The allowance for Water testing and flushing on Item # 17 has been corrected to \$200,000.00 in the updated Bid Form attached to this Addendum.**
5. With questions due 5pm on Tuesday 11/25 and an addendum to answer questions assumingly being released on Wednesday 11/26, the Thanksgiving Holiday Thursday and Friday. Would there be any consideration to extend the Bid date to at least 12/4/25? Having 1 day to complete a responsible bid by the current Bid date of 12/2/25 is not enough time. Any additional time that could be given would be a huge help. **Response: There is no change in the bid opening date and time.**
6. On the 1st addendum sent out there appears to be some sort of electronic signature on every page that interferes with some of the bidding documents. Could this addendum be reissued without the signature or have the bidding documents reissued in addendum 2 without the signature? **Response: The Supplemental Conditions have been reissued and attached to this addendum.**
7. Does this project have any domestic requirements for the iron products? **Response: This project requires compliance with State and Federal Funding requirements.**
8. Currently the billing line item has “sodding, seeding and landscaping/restoration” as one line item. Can we please separate sodding from this as sodding is much more expensive than the other items and for billing accuracy it would assist. (plus there is a chance sodding isn’t used). **Response: No changes have been made to the bid form or measurement and payment section.**
9. Can we release the OPC? **Response: OPC will not released with this addendum.**

10. Will PWC have any involvement on this job? (Amanda and Amy mentioned that there is the TAL project underway but PWC should not have any involvement in this project.) **Response: Project indicates a connection to a future PWC water main to be constructed.**
11. Can question deadline of 5:00 pm 11/18/2025 be extended a few days due to the delay in getting specs and drawings available to the contractors for review?
Response: This was revised in Addendum #1.