

**ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
ROCKY RIVER INTERCEPTOR REHABILITATION PROJECT
CONTRACT NO. SRP-W-ARP-0053.3 - WSACC**

Issued: January 29th, 2026

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 acknowledged on Page 2 of the Bid Form.

I. CONTRACT DOCUMENTS

Ad-1-1. Invitation to Bid. **REPLACE** in its entirety with attached, Invitation to Bid, revised. “Sealed Bids will be received by the Water and Sewer Authority of Cabarrus County (WSACC) (Owner) at the Water & Sewer Authority of Cabarrus County, 232 Davidson Highway Concord, North Carolina 28027 until 2:00 p.m., local time, Thursday, February 12th, 2026.”

Ad-1-2. Instructions to Bidders. **REPLACE** in its entirety with attached, Instructions to Bidders, revised. ARTICLE 9 – SUBSTITUTE AND “OR-EQUAL” ITEMS, Section 9.01, “Bidders desiring to submit alternative product proposals for prior acceptance of the Engineers shall submit, in writing, such proposals from January 12th, 2026 until February 6th, 2026.”

II. TECHNICAL SPECIFICATIONS

Ad-1-3. None.

III. PROJECT PERMITS

Ad-1-4. None.

Respectfully submitted,

HDR Engineering, Inc. of the Carolinas

Channin H. Bennett, PE
Project Manager



Attachments:

Section 00020 - Invitation to Bid, revised
Section 00100 - Instructions to Bidders, revised

INVITATION TO BID

Date: _____

ROCKY RIVER INTERCEPTOR REHABILITATION PROJECT

Sealed Bids will be received by the Water and Sewer Authority of Cabarrus County (WSACC) (OWNER) at the Water & Sewer Authority of Cabarrus County 232 Davidson Highway Concord, North Carolina 28027 until **2:00 p.m., local time, Thursday, February 12th, 2026.**

For Contract No. **SRP-W-ARP-0053.3 - WSACC**

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows:

Rehabilitation of 138 sewer manholes, Cured In Place pipe lining of 430 LF of 30-inch pipe, 409 LF of 36-inch pipe, 1,212 LF of 48-inch, and 36 LF of Cured In Place pipe patches ranging in size from 30 inches diameter to 54 inches diameter. The work is generally located adjacent to the Rocky River commencing behind the Rocky River Golf Club at Concord and terminating near the Mecklenburg County line. The project generally includes but is not limited to all pipe and manhole internal inspections and cleaning, temporary flow by-pass pumping, pipe and manhole rehabilitations, manhole component replacements, site restorations, and all other work necessary to furnish, rehabilitate, test and place back into service the gravity sewer interceptor. Work to be performed within the limits of existing WSACC easements.

All Bids must be in accordance with the Bidding Documents on file with the Water and Sewer Authority of Cabarrus County (WSACC) (Owner) and at the Issuing Office of HDR Engineering, Inc. of the Carolinas 555 Fayetteville Street Suite 900 Raleigh, NC 27601 C/O Susan Faith at phone: 919-900-1632 and email: susan.faith@hdrinc.com.

Electronic copies of the Bidding Documents may be obtained from the Issuing Office at no charge. The date that the Bidding Documents are transmitted by the Issuing Office will be considered as the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

Section 00020 – Invitation to Bid

Copies of the Bidding Documents have also been provided to plan rooms of Associated General Contractors and F. W. Dodge Corporation in Charlotte, North Carolina.

Bidding Documents may be examined at 232 Davidson Highway Concord, North Carolina 28027, by appointment only. Arrangements shall be made by calling Trent Gobble, WSACC Engineering Technician, at 704-786-1783 ext. 217.

Bidders are encouraged to attend a non-mandatory Pre-Bid Conference located at the Rocky River Regional Waste Water Treatment Plant Conference Room, 6400 Breezy Lane Concord, NC 28025. The conference will be held on Wednesday January 21st, 2026 at 2:00 pm.

Bidders must be licensed contractors in the State of North Carolina. All Subcontractors must also be licensed contractors in the State of North Carolina.

Bids will be received on a unit price basis.

Bid security in an amount of 5 percent of the Bidder's maximum Bid must accompany each Bid.

The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

Contractor and all Subcontractors will be required to conform to the labor standards employment requirements set forth in the Contract Documents.

The Bidder is required to make positive efforts for minority business participation in accordance with State G.S. 143-128.2. The Bidder shall identify efforts made in this regard and list minority business enterprises that will be used on the project as required in the bidding documents.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form for acceptance of the Bid.

The contract requires compliance with State and Federal Funding requirements.

Water and Sewer Authority of Cabarrus County

By: Thomas Hahn, Engineering Director

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions and in the Supplementary Conditions. Additional terms used in these Instructions to Bidders shall have the meanings indicated below, which are applicable to both the singular and plural thereof.

- A. Bidder - The individual or entity who submits a Bid directly to Owner.
- B. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder - The lowest qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as herein provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01. Bidding Documents which include all front-end documents may be obtained from the Owner at address indicated on Invitation to Bid, and from the Issuing Office of HDR Engineering, Inc. of the Carolinas at 555 Fayetteville Street Suite 900 Raleigh, North Carolina 27601 C/O Susan Faith at phone: 919-900-1632 and email: susan.faith@hdrinc.com.

2.02. Complete sets of Bidding Documents must be used in preparing Bids; Owner and Engineer will assume no responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

2.03. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit within 5 days after Owner's request, written evidence on financial data, previous experience, present commitments, and other such data as may be requested by Owner or Engineer. The Bid shall contain evidence of Bidder's qualification to do business in the state where the Project is located.

ARTICLE 4 - SITE AND OTHER AREAS

4.01. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise specified in the Bidding Documents.

ARTICLE 5 - INTERPRETATIONS AND ADDENDA

5.01. All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 6 - BID SECURITY

6.01. Each Bid must be accompanied by bid security made payable without condition to Owner in an amount of 5 percent of Bidder's maximum Bid and in the form of a certified or bank check or a bid bond issued by a surety meeting the requirements set forth in the Supplementary Conditions.

6.02. The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and to furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form, whereupon bid security furnished by such Bidders will be returned.

6.03. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

ARTICLE 7 - CONTRACT TIMES

7.01. The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.

ARTICLE 8 - LIQUIDATED DAMAGES

8.01. Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 9 - SUBSTITUTE AND "OR-EQUAL" ITEMS

9.01. Bidder's attention is directed to Article 6.05 of the General Conditions concerning Substitutes and "Or-Equal" items. Where an item or material is specified by a proprietary name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. The Engineer's intent is to consider alternative products which have the desired essential characteristics. The Engineer will consider any such products offered. Requests for acceptance of alternative products shall be made through Bidders bidding as Prime Contractors. Acceptances for substitutions will not be granted directly to Suppliers, distributors, or Subcontractors. Pursuant to Section 133-3, General Statutes of North Carolina, the following procedures shall be used:

Bidders desiring to submit alternative product proposals for prior acceptance of the Engineers shall submit, in writing, such proposals from January 12th, 2026 until February 6th, 2026. Applications received after this time will not be reviewed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or other work that incorporation of the substitute would require shall be included. The Engineer shall consider and either accept or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving Bids, the Engineer has accepted any alternative product proposals, the Bidding Documents shall be modified to include the alternative products. The Engineer shall publish the modification in an Addendum at least 5 days prior

to the deadline for receiving Bids. The Engineer's decision of acceptance or rejection of a proposed substitute shall be final.

ARTICLE 10 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

10.01. If the Bidding Documents require the identity of certain Subcontractors, Suppliers, and other individuals or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the Bid opening submit to Owner the List of Subcontractors, completed with names of all such Subcontractors, Suppliers, and other individuals and entities proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

10.02. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other individuals and entities. Declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other individual or entity listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

10.03. Contractor shall not be required to employ any Subcontractor, individual, or entity against whom Contractor has a reasonable objection.

10.04. All Subcontractors shall be a licensed contractor in the State of North Carolina.

ARTICLE 11 - PREPARATION OF BIDS

11.01. The Bid Forms indicated in the Table of Contents are bound in the Bidding Documents and shall not be removed therefrom unless otherwise specified. Bids must be completed in ink.

11.02. All blanks in the Bid Form shall be filled. A bid price shall be indicated for each unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.

11.03. A Bid by a corporation shall be executed in the corporate name by the president or the vice-president or by another corporate officer, accompanied by evidence of authority to sign for the corporation.

11.04. A Bid by a partnership shall be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign.

11.05. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm shall be shown below the signature.

11.06. A Bid by an individual shall show the Bidder's name.

11.07. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form.

11.08. The names of all persons signing shall be legibly printed below their signatures. A Bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

11.09. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

11.10. No alterations in Bids by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by Bidder; if initialed, Owner may require Bidder to identify any alteration so initialed.

ARTICLE 12 - BASIS OF BID; EVALUATION OF BIDS

12.01. Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor 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. Discrepancies between words and figures will be resolved in favor of the words.

12.02. The Contingency is to be added to the Bid Price and is to be used for minor change order items. If the Contingency is to be used, a scope of work and price would be negotiated. The Contingency is for the sole use of Owner. A change order will be issued to delete any unauthorized portion of the Contingency.

ARTICLE 13 - SUBMISSION OF BID

13.01. Bids shall be submitted at the time and place indicated in the Invitation to Bid, or at the modified time and place indicated by Addendum. Bids shall be enclosed in an opaque, sealed envelope or wrapping, addressed to:

Water and Sewer Authority of Cabarrus County (WSACC)
232 Davidson Highway
Concord, NC 28027

13.02. Bids shall be marked with the name, license number, and address of the Bidder and shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate envelope, with the notation "BID ENCLOSED" on the face of it.

13.03. Each bid envelope shall be identified on the outside with the words "Bid for Rocky River Interceptor Rehabilitation Project".

13.04. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

13.05. One copy of the Project Manual that contains the Bid Form must be submitted with the Bid.

13.06. Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

13.07. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

13.08. A conditional or qualified Bid will not be accepted.

ARTICLE 14 - MODIFICATION AND WITHDRAWAL OF BID

14.01. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

14.02. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 15 - OPENING OF BIDS

15.01. Bids will be publicly opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

15.02. The procedure for opening Bids will follow guidelines issued by the State Building Commission dated December 10, 1990, and endorsed by the Consulting Engineers Council of North Carolina.

ARTICLE 16 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01. All Bids shall remain subject to acceptance for the number of days set forth in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of that period.

ARTICLE 17 – MINORITY BUSINESS PARTICIPATION DOCUMENTATION

17.01. The Minority Business Participation goal is established under the NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement. This goal is applicable for all construction projects required to have verifiable percentage goals under G.S. 143-128.2(a). In accordance with Section 143-128.2, General Statutes of North Carolina, all bidders are required to provide information relative to minority business enterprises that will be used as construction subcontractors, vendors, suppliers or providers of professional services for the proposed project. This information must be provided with the bid by completing Table A that is included with the Bid documents. The total dollar value of the Bid that is to be performed by Minority business contracting must also be included on the form. For each trade listed on Table A, a subsequent

completed Table B: Subconsultant Solicitation List shall be provided. Each bidder must complete the Good Faith Efforts Form included (Identical to the State of NC Affidavit A) that outlines the good faith efforts made to comply with the minority business participation requirements for the proposed project. The Certification Statement and Affidavit of Contractor constitutes compliance with 01NCAC 301 .0308(7)(a), and replaces the State of North Carolina Affidavits C and D. For changes or additions of a DBE subcontractor, the included MBE/WBE (DBE) – Change or Add a Subcontractor Form must be submitted at the time of the request.

ARTICLE 18 - AWARD OF CONTRACT

18.01. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder.

18.02. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

18.03. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

18.04. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other-individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.

18.05. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other individuals or entities to perform and furnish the Work in accordance with the Contract Documents.

18.06. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of Owner.

18.07. The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

Owner-required inventory of spare parts.

Building design changes which would be required to accommodate the proposed materials and equipment.

Installation requirements and related engineering, training, and operating costs.

Experience and performance record of the Supplier or the manufacturer.

Maintenance and frequency of inspections required to ensure reliable performance of the equipment.

The Supplier's or the manufacturer's service facilities and availability of qualified field service personnel.

Efficiency and related operating expense during the anticipated useful life of the equipment.

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

19.01. The Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such Bonds.

ARTICLE 20 - SIGNING OF AGREEMENT

20.01. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by four unsigned counterparts of the Agreement, with all other Contract Documents which are identified in the Agreement as attached thereto. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and power of attorney. Within 30 days thereafter, Owner shall execute all copies of

the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement, Bonds, and power of attorney; and shall distribute signed copies as stipulated in the Agreement. Each counterpart is to be accompanied by a complete set of the Drawings, with appropriate identification.

ARTICLE 21 - SALES AND USE TAXES

21.01. Provisions for sales and use taxes, if any, are set forth in the Supplementary Conditions.

ARTICLE 22 - RETAINAGE

22.01. Provisions concerning retainage are set forth in the Agreement.

ARTICLE 23 - LAWS AND REGULATIONS

23.01. Modifications, if any, to the General Conditions concerning Laws and Regulations are set forth in the Supplementary Conditions. Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement.

23.02. In accordance with Section 112(c) of Title 23 USC, and G.S. 75-5(b)(7) of the State of North Carolina, the Contractor (Bidder), by submission and execution of this Bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with his bid on this project.

23.03. Bidder shall complete and submit with the Bid the certification pertaining to debarment included with the Bid Forms. Debarment certification requirements are set forth in the Supplementary Conditions.

End of Section