



ADDENDUM NO. 02

To: Prospective Bidders & Plan Holders

From: Craig A. Johnson, P.E.
Crist Engineers, Inc.

Date: April 29, 2021

Project: Central Arkansas Water
Ozark Point Water Treatment Plant Improvements
Phase I - Clearwell Painting and Modifications

Bid Date: May 4, 2021

Bid Time: 2:00 PM

Location: Central Arkansas Water
Fourth Floor Conference Room
221 East Capitol Ave
Little Rock, Arkansas 72203

The BIDDER shall properly acknowledge Addendum No. 02 as required on the Bid Form as confirmation that the BIDDER has examined the following Addenda and the related changes to the Contract Documents. Lack of proper acknowledgement on the Bid Form may deem a bid non-responsive.

The Contract Documents dated March 30, 2021, are hereby amended as follows:





Prospective Bidders & Plan Holders

Addendum No. 02

Ozark Point Water Treatment Plant Improvements – Phase I

Page 2 of 2

IMPORTANT REMINDERS:

The bid opening for this project is 2:00 PM on May 4, 2021.

Please reference Instructions to Bidders, provided in the contract documents for information required for the bid submission.

CLARIFICATIONS:

1. The Boycott of Israel Certification shall be signed and turned in with the bid.
2. A Bidder's Checklist has been provided to clarify the bidding documents required with the bid submission. The checklist shall be provided with and serve as a cover sheet to the bid.

BID DOCUMENTS:

1. RLF Table of Contents
 - a. Delete in its entirety and replace with **RLF Table of Contents (rev 4-13-21)**, attached hereto.
2. Bidders Checklist
 - a. Add the **Bidders Checklist**, attached hereto.
3. RLF Agreement
 - a. Delete in its entirety and replace with **RLF Agreement (rev 4-13-21)**, attached hereto.
4. Non-Collusion Affidavit
 - a. Add the **Non-Collusion Affidavit**, attached hereto.
5. Drug-Free Workplace Certificate
 - a. Add the **Drug-Free Workplace Certificate**, attached hereto.
6. Restriction of Boycott of Israel Certification
 - a. Delete in its entirety and replace with **Restriction of Boycott of Israel Certification (rev 8-10-18)**, attached hereto.

END ADDENDUM NO. 02

**Clearwell Painting and Modifications
Revolving Loan Fund (RLF)
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Bidder's Checklist of Required Items

**CENTRAL ARKANSAS WATER
OZARK POINT WATER TREATMENT PLANT IMPROVEMENTS
PHASE I
CLEARWELL PAINTING AND MODIFICATIONS**

This Bidder's Checklist is provided to ensure all required forms are completed, signed and returned as a part of the bid submission. All forms must be included as indicated for a bid to be considered a complete and responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected.

This sheet will serve as the cover sheet for the bid submission.

	Required	Submitted
Signed Bid Form / Acknowledgement of Addenda	X	
Bid Security	X	
Contractors Act of Assurance Form	X	
Non-Collusion Affidavit	X	
Restriction of Boycott of Israel Certification	X	

AGREEMENT

This Agreement, made this _____ day of _____, 2021, by and between **Central Arkansas Water**, hereinafter (Name of Owner), (an Individual) called "Owner" and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "Contractor".

Witnesseth: That for and in consideration of the payments and agreements herein after mentioned:

1. The Contractor will commence and complete the construction of **Clearwell Painting and Modifications at the Ozark Point Water Treatment Plant**.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents within **10** calendar days after the date of the Notice to Proceed and will complete the same within **300** calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ _____ or as shown in the Bid schedule.
5. The term "Contract Documents" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bidders Checklist (**Addendum No. 2**)
 - (D) Davis-Bacon Wage Determination(s)
 - (E) Bid
 - (F) Bid Bond
 - (G) Agreement

- (H) General Conditions (if applicable)
- (I) Revolving Loan Fund (RLF) Supplemental General Conditions
- (J) Supplemental Conditions
- (K) Payment Bond
- (L) Performance Bond
- (M) Notice of Award
- (N) Notice to Proceed
- (O) Contractor's Act of Assurance
- (P) DBE/MBE/WBE Certification
- (Q) Insurance
- (R) Certificate of Owner's Attorney
- (S) Non-Collusion Affidavit (**Addendum No. 2**)
- (T) Drug-Free Workplace Certificate (**Addendum No. 2**)
- (U) Restriction of Boycott of Israel Certification
- (V) Drawings prepared by **Crist Engineers, Inc.** and dated March 30, 2021.
- (W) Specifications prepared or issued by **Crist Engineers, Inc.** dated March 30, 2021.
- (X) Addenda:
 - No. _____ dated _____, 20 _____
 - No. _____ dated _____, 20 _____
 - No. _____ dated _____, 20 _____
 - No. _____ dated _____, 20 _____
 - No. _____ dated _____, 20 _____
 - No. _____ dated _____, 20 _____

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Supplemental Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in **four** copies each of which shall be shall be deemed an original on the date first above written.

(Seal)

Owner

CENTRAL ARKANSAS WATER

Entity

Attest:

Witness

By:

(Name typed)

(Name typed)

Title

Title

(Seal)

Contractor

Attest:

Witness

By:

(Name typed)

(Name typed)

Title

Address

Employee Identification Number

NON-COLLUSION AFFIDAVIT

State of _____)

ss.

County of _____)

The undersigned declares that this Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that they have full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under state laws that the foregoing is true and correct.

BIDDER

(Signature)

(Date)

Subscribed and sworn to before me on _____(date) at _____(location).

(Signature of Notary Public) (seal)

END OF DOCUMENT

CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

ARTICLE 1 - BIDDER CERTIFICATIONS

1.01 The Bidder certifies that it will or will continue to provide a drug-free work place by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's work place and specifying the actions that will be taken against employees for violation of such prohibition.
 - 1. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement.
 - 2. Notifying the employee in the statement that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than 5 calendar days after such conviction.
 - 1) Notifying the Owner in writing within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - 2) Taking 1 of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law.
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.
 - c. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than 4 hours after the incident.
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the work place.
 - 2. The Bidder's policy of maintaining a drug-free work place.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
- C. Making a good faith effort to continue to maintain a drug-free work place through implementation of the requirements stated in this Document.

ARTICLE 2 - WORK LOCATIONS

2.01 The Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this Contract:

A. Place(s) of Performance: (Street address, city, county, state, zip code):

BIDDER

(Signature)

(Date)

END OF DOCUMENT

Restriction of Boycott of Israel - Arkansas Code Annotated § 25-1-503

Prior to award of any contract/purchase order with a value of \$1,000 or greater, the successful bidder/contractor must certify in writing that the bidder/contractor is not currently engaged in, and agrees that for the aggregate term of the contract will not engage in, a boycott of Israel.

Prior to issue of any contract/purchase order with a value of \$1,000 or greater, the issuing Agency shall obtain a written statement from the intended awardee that the intended awardee does not currently engage in, and agrees for the aggregate term of the contract, that they will not engage in a boycott of Israel.

Agencies should require the successful bidder/contractor to fill out, sign and date (in ink) and return the "RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION" form located on the Office of State Procurement website under FORMS/REPORTING - Solicitation Templates/Boycott of Israel Certification Form. This signed certification must be attached to the AASIS contract/purchase order or a printed version must be kept in the bid record.

If the contractor violates the above certification or is found to not be in compliance during the term of the contract, the state may require the contractor to remedy the violation within 60 days of discovery of that violation. Failure to remedy the violation within the 60 day period may result in termination for breach of contract, and the contractor may be liable to the State for the State's actual damages.

* This rule applies to written contracts only and is to be applied prospectively. Any written contract entered into prior to August 1, 2017, and its subsequent renewals, do not require certification.

** Certification is required at the time a written contract is entered into. Renewals or extensions of contracts do not require certification.

*** Exceptions:

1. This Rule does not apply to: (1) A company that fails to meet the requirements under Act 710 subdivision (a)(1) of this section but offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business; or (2) Contracts with a total potential value of less than one thousand dollars (\$1,000).
2. Vendors are not required to submit a certificate for commodity purchases made with a p-card as they do not require a written contract.

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	
AASIS Vendor Number	
Contractor/Vendor name	

Contractor Signature: _____
Signature must be hand written, in ink

Date: _____

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.