

**ADDENDUM NO. 1**

DATE: January 7, 2022

PROJECT: Lake Ouachita Water Supply Project
Contract 2 – Raw Water Transmission Pipeline
Hot Springs, Arkansas

BID DATE: January 18th, 2022 at 2:00 PM

This Addendum forms a part of the Contract Documents and modifies the original documents provided to Bidders, as noted below. Acknowledge receipt of this Addendum in the space provided in the BID FORM. Failure to do so may subject the Bidder to disqualification.

Item No. 1. Specifications – Section 012900 – Measurement and Payment

- a. Revise Section 1.3.B. RAW WATER TRANSMISSION IN ROADWAY as follows:
 - 1. Unit of Measure: Linear feet.
 - 2. Measurement determined by actual field measurement along the centerline of the pipe.
 - 3. This item is for pipeline installed crossing or inside of roadways or driveways.
 - 4. Payment for this item shall be full compensation to the Contractor for all material, labor, tools, equipment, vehicles, all consumables, and all skills and workmanship required to install the raw water transmission using the material type, and at the size and pressure class shown crossing a driveway or roadway complete in place. This includes, but isn't limited to, cost of the pipe, shipping, unloading of pipe, storage, exterior coatings or wraps and cement lining of pipe (where required), excavation of trenching, pipe laying and joining, granular bedding, gravel backfilling, installation of utility markers, adjustment to existing water and sewer lines, pressure testing, bacteriological testing, and compaction effort associated with installing the pipe.
 - 5. The cost for hauling, placing and compaction of gravel backfilling of trenches under roadways is included in this pay item.
 - 6. The cost for thrust blocking at fittings and anchor collars (where required) shall be included in this item.
 - 7. The cost for all jointing, fittings, plugs, caps and Megalugs shall be included in this item.
 - 8. Full width asphalt roadway repair (or reconstruction of roadways where pipeline is installed inside and along with the public street) is not paid for in this item, but is paid for separately.
- b. Revise Section 1.3.H. CULVERT REPLACEMENT as follows:
 - 1. Unit of Measure: Each
 - 2. Payment for this item shall be full compensation to the Contractor for all material, pipe, flared end sections, bedding, backfill, labor, tools,

equipment, vehicles, all consumables, and all skills and workmanship required for removal and replacement of existing culverts shown in the plans and as is required in order to complete the work.

3. All materials, skills and workmanship for roadway repair required for the removal and replacement of existing culverts is not included in this item but will be paid for separately.

c. Revise Section 1.3.I. 60" HDPE ENCASEMENT as follows:

1. Unit of Measure: Linear Feet
2. Payment for this item shall be full compensation to the Contractor for all material, pipe, end seals, bedding and backfill; all labor, tools, equipment, vehicles, all consumables, and all skills and workmanship required for installation of dual wall high density polyethylene (HDPE) encasement pipe shown in the plans and as is required in order to complete the work.

d. Revise Section 1.3.J. ASPHALT STREET REPAIRS as follows:

1. Unit of Measure: Square Yards
2. Payment for this item shall be full compensation to the Contractor for all materials including but not limited to aggregate base course and asphalt; as well as all labor, tools, equipment, vehicles, all consumables, and all skills and workmanship required to sawcut and remove existing pavement, preparation of subgrade, placement and compaction of subgrade, and asphalt paving in order to repair or re-construction driveways or roadways where the pipeline crosses or is inside and along the street, as shown in the plans, and as is required in order to complete the work.
3. Payment for concrete required as part of public street repair is included in this item.
4. Repair of gravel roadways or driveways is not to be paid for separately but is to be included in this item.

Item No. 2. Specifications – Section 331102 – Steel Pipe

a. Strike and Replace Section 2.1.A.3. as follows:

“Unless otherwise specified in the plans, the additional allowance for surge shall be 50% of the working pressure as specified in the plans. The pipe shall be designed for a minimum of 175 psi working pressure with an additional 87.5 psi allowance for surge.”

Item No. 3. Specifications – Section 312300 – Trench Excavation, Backfill, and Compacting

a. Strike and Replace Section 2.2.B. as follows:

“Pipe zone embedment material shall be in accordance with ASTM D 2487, latest edition and shall conform to class 1A embedment materials in accordance with ASTM D 2321, latest edition. Material shall meet the grading requirements of ASTM C 33 gradation 57, commonly referred to as ASTM #57, or ASTM C 33 gradation 67, commonly referred to

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as ASTM #67. Maximum aggregate size shall be 1-1/2 inch. This includes materials such as crushed stone or rock.”

Item No. 4. Bid Form (see attached revised form)

- a. Revise Quantity of Item No. 1-1 42” Welded Steel Pipe, Class 200, Raw Water Transmission Line, Non-Roadway to **5,170 LF**
- b. Revise Quantity of Item No. 1-2 42” Welded Steel Pipe, Class 200, Raw Water Transmission Line in Roadways to **2,898 LF**
- c. Revise Quantity of Item No. 1-10 60” HDPE Encasement to **70 LF**.
- d. Revise Quantity of Item No. 1-11 Asphalt Street Repair to **6,100 SY**
- e. Insert new Pay Item 2-10 Asphalt Street Repair and Renumber Pay Items in Section 2 to 2-1 thru 2-19.
- f. Revise Quantity for Pay Item 2-10 Asphalt Street Repair to **512 SY**.

Item No. 5. Drawings – all sheets

- a. **Note that some plan holders received an incorrect set of plans. A correct set of plans were sent out which replaced those plans. The correct set of plans are stamped and dated December 9, 2021. If you received the incorrect set of plans (unstamped) please discard and only use the stamped set of drawings.**

Item No. 6. Drawing – Sheet 11

- a. See notes on this plan and profile sheet about street repair. Strike and replace notes to say the following:

“ASPHALT STREET REPAIR – STA. 167+65 TO 180+17 – SEE DETAIL J/26”

Note that the drawing is not re-issued with this addendum.

END OF ITEMS

All other provisions of the Contract Documents remain unchanged. Acknowledge receipt of this addendum on the Bid Form. Bids must be received at Hot Springs Finance Department, 324 Malvern Avenue, Hot Springs, 71701 by 2:00 PM on January 18, 2022.



1/7/22

Kelly D. Vanlandingham, PE (Crist Engineers, Inc.)

Date

BID FORM

CITY OF HOT SPRINGS UTILITIES DEPARTMENT HOT SPRINGS, ARKANSAS

Raw Water Supply Transmission Pipeline Contract 2: (BID #22-005) Cozy Acres to Lake Hamilton & Mazarn Creek to U.S. Highway 70

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Hot Springs
Purchasing Department
324 Malvern Ave
Hot Springs, Arkansas 71901**

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 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or

adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. “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;
 2. “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;
 3. “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; and
“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.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will refer to Section 010250 Measurement and Payments prior to preparing the bid schedule.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE – BASE BID – 42” WELDED STEEL PIPE
Raw Water Supply Transmission Pipeline Contract 2:
Cozy Acres to Lake Hamilton & Mazarn Creek to U.S. Highway 70
City of Hot Springs, Arkansas

Item No.	Description	Units	QTY	Unit Price	Item Total
SECTION 2-1 COZY ACRES TO LAKE HAMILTON					
1-1	42” Welded Steel Pipe, Class 200, Raw Water Transmission Line, Non-Roadway	LF	5,170	\$	\$
1-2	42” Welded Steel Pipe, Class 200, Raw Water Transmission Line in Roadways	LF	2,898	\$	\$
1-3	42” Welded Steel Pipe, Class 200, Raw Water Transmission Line in Water Crossings	LF	182	\$	\$
1-4	42” Gate Valve	Each	2	\$	\$
1-5	10” Air Release Valve Assembly	Each	2	\$	\$
1-6	2” Air Release Valve Assembly	Each	2	\$	\$
1-7	Low Point Drains (12”)	Each	3	\$	\$
1-8	Rock Excavation	CY	1,100	\$	\$
1-9	Culvert Replacement	Each	3	\$	\$
1-10	60” HDPE Encasement	LF	70	\$	\$
1-11	Asphalt Street Repair	SY	6,100	\$	\$
1-12	Mobilization & Demobilization	LUMP SUM			\$
1-13	Clearing & Grubbing	LUMP SUM			\$

1-14	Seeding, Mulching, Final Cleanup	LUMP SUM			\$
1-15	Storm Water Permit & S.W.P.P.P.	LUMP SUM			\$
1-16	Maintenance of Traffic	LUMP SUM			\$
1-17	Excavation and Trench Safety System	LUMP SUM			\$
1-18	Property Owner Special Considerations	LUMP SUM			\$
1-19	Miscellaneous & Incidental Work	LUMP SUM			\$
1-20	Bonds and Insurance	LUMP SUM			\$
SUB-TOTAL SECTION 2-1 (Total Items 1-1 thru 1-19)					\$
SECTION 2-2 MAZARN CREEK TO U.S. HIGHWAY 70					
2-1	42" Welded Steel Pipe, Class 200, Raw Water Transmission Line, Non-Roadway	LF	11,872	\$	\$
2-2	42" Welded Steel Pipe, Class 200, Raw Water Transmission Line in Roadway (includes roadway and driveway repair)	LF	318	\$	\$
2-3	42" Welded Steel Pipe, Class 200, Raw Water Transmission Line in Water Crossings	LF	110	\$	\$
2-4	42" Gate Valve	Each	2	\$	\$
2-5	10" Air Release Valve Assembly	Each	2	\$	\$
2-6	4" Air Release Valve Assembly	Each	1	\$	\$
2-7	2" Air Release Valve Assembly	Each	2	\$	\$
2-8	Low Point Drains (12")	Each	3	\$	\$
2-9	Rock Excavation	CY	1,700	\$	\$

2-10	Asphalt Street Repair	SY	512	\$	\$
2-11	Mobilization & Demobilization	LUMP SUM			\$
2-12	Clearing & Grubbing	LUMP SUM			\$
2-13	Seeding, Mulching, Final Cleanup	LUMP SUM			\$
2-14	Storm Water Permit & S.W.P.P.P.	LUMP SUM			\$
2-15	Maintenance of Traffic	LUMP SUM			\$
2-16	Excavation and Trench Safety System	LUMP SUM			\$
2-17	Property Owner Special Considerations	LUMP SUM			\$
2-18	Miscellaneous & Incidental Work	LUMP SUM			\$
2-19	Bonds and Insurance	LUMP SUM			
SUB-TOTAL SECTION 2-2 (Total Items 2-1 thru 2-18)					\$
A) SUB-TOTAL BID AMOUNT					\$
B) CONTRACTOR'S LUMP SUM PIPE DEDUCT (TO BE DEDUCTED FROM ITEMS 1-1 THRU 1-3 AND 2-1 THRU 2-3)*					\$
TOTAL BASE BID PRICE – 42" WELDED STEEL PIPE (A MINUS B)					\$

_____ Dollars					

**Line "B" should be used for last-minute price adjustments in materials for Items 1-1 thru 1-3 and 2-1 thru 2-3. If no price adjustment is offered, then the contractor should enter -0- or "N/A". If an amount is entered here, the total base bid will be adjusted by subtracting line "B" from line "A", and the total amount in this line will be divided by the total length of pipe in items 1-1 thru 1-3 and 2-1 thru 2-3 and then the unit price bid on those items will be adjusted by that per foot amount for payment on those items. For example: If the amount entered into this item is*

\$100,000 and the total length of pipe is 29,420 linear feet, the unit prices entered into pay items 1-1 thru 1-3 and 2-1 thru 2-3 will be adjusted down by \$3.40 per linear foot.

5.03 The pipe supplier for **Steel pipe** that was used as the basis for this bid is

_____.

Changes in supplier can only be made with Owner approval.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **335 consecutive calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **365 consecutive calendar days** after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Bid Bond;
- B. Statement of Compliance;
- C. Statement of Insurance Requirements Compliance;
- D. Copy of current Contractor's License.

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *[Signature]* _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices: _____

Telephone Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____