

**Crist Engineers, Inc.**

205 Executive Court  
Little Rock, Arkansas 72205  
Telephone (501) 664-1552  
Fax (501) 664-8579  
[www.cristengineers.com](http://www.cristengineers.com)

**Consulting Engineers**

Matthew D. Dunn  
Craig A. Johnson  
Brian N. Wintle

**ADDENDUM NO. 1**

DATE: May 18, 2023

PROJECT: Benton Washington Regional Public Water Authority  
Distribution System Improvements, Phase 1A  
Rogers, Arkansas

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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. Bid Form**

- a. Remove Section 0004100-Bid Form in its entirety and replace with section 004100-Bid Form, Addendum No. 1 attached hereto.

**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 Benton Washington Regional Public Water Authority office, 15531 Woods Lodge Road, Rogers, AR 72756 by 11:00 AM on May 24, 2023

A handwritten signature in blue ink that reads "Matt Dunn".

Matt Dunn, PE (Crist Engineers, Inc.)

05/18/23

Date

## BID FORM

### BENTON WASHINGTON REGIONAL PUBLIC WATER AUTHORITY ROGERS, ARKANSAS

#### Distribution System Improvements Phase 1A – Transmission Pipeline

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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Benton Washington Regional Public Water Authority  
15531 Woods Lodge Road  
Rogers, Arkansas 72756**

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 90 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 complete the Work in accordance with the Contract Documents for the following price(s):

| <b>BID SCHEDULE</b><br><b>Distribution System Improvements</b><br><b>Phase 1A - Transmission Pipeline</b><br><b>Rogers, Arkansas</b> |                                                                            |          |                    |            |                |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------|--------------------|------------|----------------|
| Item No.                                                                                                                             | Description                                                                | Unit     | Estimated Quantity | Unit Price | Total for Item |
| 1                                                                                                                                    | 54" Welded Steel Pipe, PC 250, Non-Roadway                                 | LF       | 12,393             |            |                |
| 2                                                                                                                                    | 54" Welded Steel Pipe, PC 250, Roadway                                     | LF       | 138                |            |                |
| 3                                                                                                                                    | 54" Welded Steel Pipe, PC 250, Driveway                                    | LF       | 12                 |            |                |
| 4                                                                                                                                    | 54" Welded Steel Pipe, PC 250, Trenchless Highway Crossing with 78" Casing | LF       | 300                |            |                |
| 5                                                                                                                                    | 54" Welded Steel Pipe, PC 350, Non-Roadway                                 | LF       | 4,770              |            |                |
| 6                                                                                                                                    | 54" Welded Steel Pipe, PC 350, Roadway                                     | LF       | 50                 |            |                |
| 7                                                                                                                                    | 54" Welded Steel Pipe, PC 350, Driveway                                    | LF       | 250                |            |                |
| 8                                                                                                                                    | 54" Welded Steel Pipe, PC 350, Stream Crossing                             | LF       | 30                 |            |                |
| 9                                                                                                                                    | Rock Excavation                                                            | CY       | 3,400              |            |                |
| 10                                                                                                                                   | 48" Gate Valve                                                             | EA       | 4                  |            |                |
| 11                                                                                                                                   | 8" Air Release Valve Assembly                                              | EA       | 4                  |            |                |
| 12                                                                                                                                   | 12" Air Release Valve @ Decatur Tanks                                      | EA       | 1                  |            |                |
| 13                                                                                                                                   | 12" Air Release Valve Assembly                                             | EA       | 4                  |            |                |
| 14                                                                                                                                   | Low Point Drain Assembly                                                   | EA       | 3                  |            |                |
| 15                                                                                                                                   | Rip Rap                                                                    | TON      | 1,000              |            |                |
| 16                                                                                                                                   | 14' Metal Gates                                                            | EA       | 18                 |            |                |
| 17                                                                                                                                   | Bonds and Insurance                                                        | Lump Sum |                    |            |                |
| 18                                                                                                                                   | Mobilization & Demobilization                                              | Lump Sum |                    |            |                |
| 19                                                                                                                                   | Clearing and Grubbing                                                      | Lump Sum |                    |            |                |
| 20                                                                                                                                   | Signage                                                                    | Lump Sum |                    |            |                |

|                                                                               |                                       |          |         |
|-------------------------------------------------------------------------------|---------------------------------------|----------|---------|
| 21                                                                            | Seeding, Mulching, Final Cleanup      | Lump Sum |         |
| 22                                                                            | Storm Water Permit & S.W.P.P.P.       | Lump Sum |         |
| 23                                                                            | Disinfection and Testing              | Lump Sum |         |
| 24                                                                            | Maintenance of Traffic                | Lump Sum |         |
| 25                                                                            | Excavation and Trench Safety System   | Lump Sum |         |
| 26                                                                            | Property Owner Special Considerations | Lump Sum |         |
| 27                                                                            | Miscellaneous & Incidental Work       | Lump Sum |         |
| A) SUB-TOTAL BID AMOUNT                                                       |                                       |          | \$      |
| B) CONTRACTOR'S LUMP SUM PIPE DEDUCT (TO BE DEDUCTED FROM ITEMS 1 THROUGH 7)* |                                       |          | \$      |
| TOTAL BASE BID PRICE - 54" WELDED STEEL PIPE (A MINUS B)                      |                                       |          | \$      |
|                                                                               |                                       |          |         |
|                                                                               |                                       |          |         |
|                                                                               |                                       |          | Dollars |

*\*Line "B" should be used for last-minute price adjustments in materials for items 1 through 7. If no price adjustment is offered, 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 amount in this line will be divided by the total length of pipe in items 1 through 7, 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 in B) is \$162,625 and the total length of pipe is 32,525 linear feet, the unit prices entered into pay items 1 through 7. will be adjusted down by \$5.00 per linear foot.*

5.02 The pipe supplier for Steel pipe that was used as the basis for this bid is \_\_\_\_\_.

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within **400 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 **450 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. List of Proposed Subcontractors.
  - B. Bid Bond.
  - C. Copy of current Contractors License.

## **ARTICLE 8 – DEFINED TERMS**

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.: \_\_\_\_\_