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**Consulting Engineers**

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**ADDENDUM NO. 2**

DATE: May 4, 2023

PROJECT: Lake Ouachita Water Supply Project  
Contract B1 – Finished Water Transmission Pipeline  
Hot Springs, Arkansas

BID DATE: May 8<sup>th</sup>, 2023 at 9:00 AM

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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. Statement of Requirements**

- a. Un-mark Arkansas Performance and Payment Bond as they are not required until contract award.

**Item No. 2. Bid Form – C-410 (attached)**

- a. Bid Item No. 16 – Revise Quantity for this item to 460 LF.

**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, Arkansas 71901 up until 8:00 AM on May 8, 2023. After 8:00 AM they should be delivered to Hot Springs City Hall, 133 Convention Blvd, Hot Springs, 71901 by 9:00 AM on May 8, 2023.

A handwritten signature in black ink, reading "Kelly D. Vanlandingham".

5/4/2023

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

Date

## STATEMENT OF REQUIREMENTS

The following requirements from the Bidder will be shown below on “Certificates Required” and “Additional Requirements.”

## Certificates Required

Certificates for those coverages checked below must be submitted by the Bidder with the bid forms. If there are no checks in the left column, no insurance requirements apply.

XX General Liability (Minimum Amt.) \$ 1,000,000

\_\_\_\_\_ Product Liability (Minimum Amt.) \$ \_\_\_\_\_

\_\_\_\_\_ Vehicle Liability (Minimum Amt. per law)

XX Workers Compensation

\_\_\_\_\_ Builders Risk (Minimum Amt.) \$ \_\_\_\_\_

\_\_\_\_\_ Personal Injury (Minimum Amt.) \$\_\_\_\_\_

XX Bid Bond

\_\_\_\_\_Arkansas Performance and Payment Bond

XX Business License: City \_\_\_\_\_ State \_\_\_\_\_ Number \_\_\_\_\_

XX Certificate of Good Standing with the State's Secretary of State (Provide a copy)

## Additional Requirements

The Bidders are hereby notified that the following additional items apply to this procurement as noted.

XX This procurement is not subject to an escalation clause.

XX This procurement is subject to federally required certifications/contract clauses.

\_\_\_\_\_ This procurement is not subject to federally required certifications/contract clauses.

Trade Name (Company, Individual, etc.)

Date \_\_\_\_\_

Authorized Representative Signature

## **BID FORM**

### **CITY OF HOT SPRINGS UTILITIES DEPARTMENT HOT SPRINGS, ARKANSAS**

#### **Finished Water Transmission Pipeline Contract B1: ARKANSAS HIGHWAY 7 TO LAKE CATHERINE**

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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Hot Springs  
Purchasing Department  
324 Malvern Avenue  
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 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:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |

- 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****Finished Water Transmission Pipeline Contract B1:  
ARKANSAS HIGHWAY 7 TO LAKE CATHERINE  
City of Hot Springs, Arkansas**

| <b>Item No.</b> | <b>Description</b>                                                                                      | <b>Units</b> | <b>QTY</b> | <b>Unit Price</b> | <b>Item Total</b> |
|-----------------|---------------------------------------------------------------------------------------------------------|--------------|------------|-------------------|-------------------|
| 1               | 24-inch Ductile Iron Pipe, 200 Class, Unrestrained Joint, Finished Water Transmission Line, Non-Roadway | LF           | 11,883     | \$                | \$                |
| 2               | 24-inch Ductile Iron Pipe, 250 Class, Unrestrained Joint, Finished Water Transmission Line, Non-Roadway | LF           | 287        | \$                | \$                |
| 3               | 24-inch Ductile Iron Pipe, 200 Class, Restrained Joint, Finished Water Transmission Line, Non-Roadway   | LF           | 1,666      | \$                | \$                |
| 4               | 24-inch Ductile Iron Pipe, 250 Class, Restrained Joint, Finished Water Transmission Line, Non-Roadway   | LF           | 389        | \$                | \$                |
| 5               | 24-inch Ductile Iron Pipe, Class 200, Unrestrained Joint, Finished Water Transmission Line in Roadway   | LF           | 4,135      | \$                | \$                |
| 6               | 24-inch Ductile Iron Pipe, Class 200, Restrained Joint, Finished Water Transmission Line in Roadway     | LF           | 590        | \$                | \$                |
| 7               | 24-inch Ductile Iron Pipe, Finished Water Transmission Line in Water Crossings                          | LF           | 45         | \$                | \$                |
| 8               | 8-inch Ductile Iron Pipe, Restrained Joint, Finished Water Transmission Line                            | LF           | 60         | \$                | \$                |
| 9               | 24-inch MJ Gate Valve                                                                                   | Each         | 9          | \$                | \$                |
| 10              | Fire Hydrant Assemblies                                                                                 | Each         | 4          | \$                | \$                |

|    |                                                                                  |          |       |    |    |
|----|----------------------------------------------------------------------------------|----------|-------|----|----|
| 11 | Post Hydrant Low Point Drain Assemblies                                          | Each     | 8     | \$ | \$ |
| 12 | 2" Air Release Valve                                                             | Each     | 10    | \$ | \$ |
| 13 | 4" Air Release Valve                                                             | Each     | 1     | \$ | \$ |
| 14 | Rock Excavation (As Directed)                                                    | CY       | 2,379 | \$ | \$ |
| 15 | Road Asphalt Pavement (2")                                                       | SY       | 6,200 | \$ | \$ |
| 16 | 24-Inch Ductile Iron Pipe, Finished Water Transmission Line, Trenchless Crossing | LF       | 460   | \$ | \$ |
| 17 | Connection to Existing 8" Main                                                   | Each     | 1     | \$ | \$ |
| 18 | Existing Driveway Repair (Gravel)                                                | SY       | 69    | \$ | \$ |
| 19 | Concrete Repair                                                                  | SY       | 56    | \$ | \$ |
| 20 | Testing Station                                                                  | EA       | 6     | \$ | \$ |
| 21 | Watertight Pipe Encasement                                                       | LF       | 120   | \$ | \$ |
| 22 | Replacement of Existing Culverts                                                 | EA       | 6     | \$ | \$ |
| 23 | Bonds and Insurance                                                              | LUMP SUM | 1     | \$ | \$ |
| 24 | Mobilization & Demobilization                                                    | LUMP SUM | 1     | \$ | \$ |
| 25 | Clearing & Grubbing                                                              | LUMP SUM | 1     | \$ | \$ |
| 26 | Seeding, Mulching, Final Cleanup                                                 | LUMP SUM | 1     | \$ | \$ |
| 27 | Storm Water Permit & S.W.P.P.P.                                                  | LUMP SUM | 1     | \$ | \$ |
| 28 | Maintenance of Traffic                                                           | LUMP SUM | 1     | \$ | \$ |
| 29 | Excavation and Trench Safety System                                              | LUMP SUM | 1     | \$ | \$ |
| 30 | Miscellaneous & Incidental Work                                                  | LUMP SUM | 1     | \$ | \$ |

|                                                                                       |    |
|---------------------------------------------------------------------------------------|----|
| <b>A) Sub-Total Bid Amount</b>                                                        | \$ |
| <b>B) Contractor's Lump Sum 24" Pipe Deduct (To Be Deducted From Items 1 Thru 7)*</b> | \$ |
| <b>Total Base Bid Price -24" Ductile Iron Pipe (A Minus B)</b>                        |    |
|                                                                                       | \$ |
|                                                                                       |    |
| <b>Dollars</b>                                                                        |    |

*\*Line "B" should be used for last-minute price adjustments in materials for Items 1 thru 7. 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 thru 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 into this item is \$100,000 and the total length of pipe is 18,995 linear feet, the unit prices entered into pay items 1 thru 7 will be adjusted down by \$5.26 per linear foot.*

5.03 The pipe supplier for Ductile Iron 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 **316 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 **346 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.
  - D. Statement of Compliance.
  - E. Statement of Insurance Requirements Compliance.

## **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.: \_\_\_\_\_