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**Consulting Engineers**

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ADDENDUM NO. 1

DATE: May 5, 2025

PROJECT: Manhole Rehabilitation for Sanitary Sewer Overflow (SSO) Reduction
Malvern Water Works
Malvern, Arkansas

BID DATE: May 7, 2025, 1:00 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.

The Contract Documents for the above Project are hereby amended as follows:

Item No. 1 BID DOCUMENTS**A. 004100 - BID FORM**

- i. Delete in its entirety and replace with the Addendum No. 1 – Bid Form, attached hereto.

Item No. 2 SPECIFICATIONS**A. 012200 - MEASUREMENT AND PAYMENT**

- a. Delete Section 1.4 E and replace with the Addendum No. 1 – Section 1.4 E as follows:

- E. **Item No. 5 – Seal and Waterproof Manhole with Cementitious Liner (Group 5).** Sealing and waterproofing of manholes with ½ inches of cementitious liner shall be measured and paid for as per vertical foot, as described herein. Manholes identified for this work are as shown on the Manhole Rehabilitation Summary (Group 5). Manhole depth shall be measured in vertical feet from the flowline of the effluent sewer pipeline to the top of the manhole rim, with measurements made to the nearest tenth (0.10) of a foot. This Bid Item includes work to line the entire inside surface of the manhole including the bench, walls, etc., to stop infiltration and inflow and to provide an acceptable substrate for coating, followed with the sealing and waterproofing of the entire inside surface with ½" of cementitious coating. The unit price shall be payment in full for performing and completing the work described and for furnishing all labor, materials, equipment, tools, supervision, cleaning, preparatory work, root removal, removal of deteriorated substrate, sealants, coatings, grout, mortar, chemical grout (as required), plugging leaks (as required), **remove and plug manhole steps**, safety fencing, signage, transportation, delivery, storage, notification, fence removal and replacement, bypass pumping, proper disposal of waste materials, inspections (as required), liner application, storm water pollution prevention, and all other incidental items necessary to completely seal and waterproof manholes in accordance with the Contract Documents.

- b. Delete Section 1.4 F and replace with the Addendum No. 1 – Section 1.4 F as follows:

F. Item No. 6 – Repair/Construct Manhole Bench/Trough and Inverts (Group 6).

Repairing/Constructing manhole benches, troughs, and inverts to stop infiltration and inflow, and to repair substrate, shall be measured and paid for as per each manhole where this work is performed. Manholes identified for this work are as shown on the Manhole Rehabilitation Summary (Group 6). Repairing and constructing the manhole bench/trough and/or invert shall include the repair, patching, grouting, and sealing process as required to stop infiltration and inflow, and to rebuild the manhole bench/trough. The unit price shall be payment in full for performing and completing the work described and for furnishing all labor, materials, equipment, tools, supervision, cleaning, preparatory work, removal of deteriorated substrate, root removal, sealants, grout, mortar, chemical grout (as required), plugging leaks (as required), safety fencing, signage, transportation, delivery, storage, notification, Fence removal and replacement, bypass pumping, proper disposal of waste materials, inspections (as required), storm water pollution prevention, and all other incidental items necessary to stop infiltration and inflow, reconstruct the bench/trough and inverts in accordance with the Contract Documents.

Item No. 3 APPENDIX A

A. MANHOLE REHABILITATION SUMMARY

- i. Modify the table as shown on the Addendum No. 1 – Manhole Rehabilitation Summary, attached hereto.

END OF ITEMS

All other provisions of the Contract Documents remain unchanged. Acknowledge receipt of this addendum on the Bid Form.

CRIST ENGINEERS, INC.



Mason Allen, P.E.

mallen@cristengineers.com

DOCUMENT 004100

BID FORM

MALVERN WATER WORKS

MANHOLE REHABILITATION FOR SANITARY SEWER OVERFLOW (SSO) REDUCTION

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Malvern Water Works
506 Overman Street
Malvern, AR 72104**

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 of 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 60 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 has carefully carefully studied and agrees to complying with the RLF Supplemental General Conditions, City of Bryant Codes/ Ordinances, Union Pacific Railroad Company, or other provided documents provided in the appendices or referenced herein.
- D. Bidder has carefully study and agrees to complying requirements of Act 291 of 1993 concerning trenches or other excavations five feet deep or more in accordance with OSHA standards.
- E. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- F. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions, if any, 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- L. 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 any thing 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
 - 4. "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):

Bid Schedule					
Manhole Rehabilitation for Sanitary Sewer Overflow (SSO) Reduction					
Malvern Water Works					
Malvern, AR					
Item No.	Description	Units	QTY	Unit Price	Item Total
1	Manhole Frame/Cover – Remove, Replace, Raise to Grade, Paved Areas (Group 1)	EA	14	\$	\$
2	Manhole Frame/Cover – Remove, Replace, Raise to Grade, Non-Paved Areas (Group 2)	EA	21	\$	\$
3	Grout, Seal, and Waterproof Lower 18” of Manhole (Group 3)	EA	22	\$	\$
4	Install/Repair Chimney Seal (Group 4)	EA	10	\$	\$
5	Seal and Waterproof Manhole with Cementitious Liner (Group 5)	VF	165	\$	\$
6	Repair/Construct Manhole Bench/Trough and Inverts (Group 6)	EA	10	\$	\$
7	Complete Manhole Replacement (Group 7)	EA	6	\$	\$
8	Complete Manhole Rehabilitation (Group 8)	EA	3	\$	\$
9	Mobilization	Lump Sum			
10	Traffic Control	Lump Sum			\$
11	Manhole Acceptance Testing	Lump Sum			\$
12	Seeding, Sodding, & Final Cleanup	Lump Sum			\$
13	Trench & Excavation Safety	Lump Sum			\$
TOTAL BASE BID (Sum of Items 1 through 13)					\$
_____ dollars					
(In Words)					

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and inclusive of all tax requirements in accordance with State of Arkansas law.

All amounts and totals stated above (U.S. dollars) will be subject to verification by the Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the

indicated sum of any column of figures and the correct sum therefore will be resolved in favor of the correct sum.

Quantities are not guaranteed. Final payment will be based on actual quantities.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **90 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 **120 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. Required Bid security;
- B. Executed RLF Contractor's Act of Assurance Form;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; and
- D. Arkansas Contractor's License No.: _____.

Within 5 calendar days of Owner's Request:

- E. Bidder's Qualification Statement with supporting data.
- F. A tabulation of subcontractors, suppliers and other persons and organizations required to be identified in this Bid.

Within 15 calendar days:

- G. Executed DBE/MBE/WBE Compliance Evaluation Form.

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.: _____

Appendix A - Manhole Rehabilitation Summary

Basin	Manhole ID	Address	Type	Surface	MH Dia. (in)	Depth (ft)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
1	0996	1921 Martin Luther King Blvd	Fiberglass	Non-Paved	40	4.72			1					
1	1009	2320 Leopard Ln	Precast Concrete	Non-Paved	48	13.63		1	1	1	13.63			
1	1010	2320 Leopard Ln	Precast Concrete	Non-Paved	48	15.85		1		1	15.85			
1	1003	2320 Leopard Ln	Precast Concrete	Non-Paved	48	16.70		1		1				
1	1160	2600 S River Creek Dr	Poured Concrete	Non-Paved	48	11.12					11.12			
1	2500	Riley St/Riverview Dr Intersection	Poured Concrete	Non-Paved	48	14.70					14.70			
1	1168	2727 River Creek Rd	Poured Concrete	Non-Paved	48	9.84			1			1		
1	1163	2660 River Creek Rd	Precast Concrete	Non-Paved	48	10.34				1		1		
1	0997	1656 Industrial Park Dr	Fiberglass	Non-Paved	48	4.98							1	
1	0994	2668 Oliver Lancaster Blvd	Poured Concrete	Non-Paved	48	11.16			1		11.16			
1	0993	2668 Oliver Lancaster Blvd	Poured Concrete	Non-Paved	48	9.82		1		1				
1	0989	104 Industrial Rd	Poured Concrete	Non-Paved	48	8.61					8.61			
1	0990	104 Industrial Rd	Poured Concrete	Non-Paved	48	9.12			1					
1	0991	2668 Oliver Lancaster Blvd	Poured Concrete	Non-Paved	48	9.79			1					
1	0988	1932 Industrial Park Dr	Poured Concrete	Non-Paved	48	18.68			1					
1	2036	1932 Industrial Park Dr	Poured Concrete	Non-Paved	48	9.9					9.9			
1	0982	117 Industrial Park Dr	Poured Concrete	Non-Paved	48	9.45								
1	3043	117 Industrial Park Dr	Poured Concrete	Non-Paved	48	N/A		1						
1	1092	1889 Tanner St	Fiberglass, Poured Concrete	Paved	48	7.95							1	
1	1089	1585 Tanner St	Poured Concrete	Non-Paved	48	6.28							1	
N/A	3071	1750 W Moline St	Poured Concrete	Non-Paved	48	7.14		1		1				
N/A	3156	1750 W Moline St	Poured Concrete	Non-Paved	48	7.07		1						
N/A	3072	1750 W Moline St	Precast Concrete	Non-Paved	48	7.86			1			1		
N/A	3077	1750 W Moline St	Precast Concrete	Paved	48	7.62	1							
N/A	3075	1840 W Moline St	Precast Concrete	Paved	48	5.78			1					
N/A	3155	1820 W Moline St	Precast Concrete	Non-Paved	48	7.06			1					
1	3063	2730 River Creek Rd	Poured Concrete	Non-Paved	48	11.21		1						1
1	3057	1600 River Creek Rd	Poured Concrete	Paved	48	5.20			1					
1	3058	2300 Leopard Ln	Precast Concrete	Paved	48	6.67			1					
1	3059	2300 Leopard Ln	Precast Concrete	Paved	48	7.90			1					
1	2156	Riley St/Riverview Dr Intersection	Precast Concrete	Non-Paved	48	12.23					12.23			
1	3060	Riley St/Riverview Dr Intersection	Precast Concrete	Non-Paved	48	14.74				1				
1	6012	1807 W Moline St	Precast Concrete	Paved	48	6.90					6.90			
1	6013	1807 W Moline St	Poured Concrete	Paved	48	8.91				1	8.91			

Group 1 - Manhole Frame/Cover - Remove, Replace, Raise to Grade (Paved Area)

Group 2 - Manhole Frame/Cover - Remove, Replace, Raise to Grade (Non-Paved Area)

Group 3 - Grout, Seal, and Waterproof Lower 18" of Manhole with 1/2-inch Cementitious Liner

Group 4 - Repair/Install Chimney Seal

Group 5 - Seal and Waterproof Manhole with 1/2-inch Cementitious Liner

Group 6 - Repair/Construct Manhole Bench/Trough and Inverts

Group 7 - Complete Manhole Replacement

Group 8 - Complete Manhole Rehabilitation

Basin	Manhole ID	Address	Type	Surface	MH Dia. (in)	Depth (ft)	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
3	0118	431 Martin Luther King Blvd	Poured	Non-Paved	48	7.90						1		
2	0680	1512 Pinehurst St	Brick	Paved	48	4.08	1				4.08			
2	0611	1247 Brownwood St	Brick	Non-Paved	48	5.43		1			5.43			
2	0600	1211 Brownwood St	Poured	Non-Paved	48	5.03								
5	0569	1919 Dyer St	Rehab	Non-Paved	48	8.75		1	1					
2	0618	936 McKinney St	Brick	Paved	48	9.15	1				9.15			
5A	0179	630 W 3rd St	Brick	Paved	48	7.04	1							1
5	2182	825 Sulphur Springs Rd	Poured	Non-Paved	48	5.61			1			1		
5A	0221	203 W Sullenberger Ave	Brick	Paved	48	14.63	1							1
3	1074A	1203 Grayson Cir	N/A	Non-Paved	48	4.14		1	1			1		
3	0152	229 N Laurel St	Rehab	Non-Paved	48	6.30							1	
5A	0197	423 5th St	Brick	Paved	48	5.68					5.68			
5A	0189	325 W 2nd St	Rehab	Paved	48	5.94	1		1					
2	0590	900 Martin Luther King Blvd	Rehab	Paved	48	4.84	1							
3	0153	211 N Laurel St	N/A	Non-Paved	39	5.23				1		1		
5	2185	825 Sulphur Springs Rd	Poured	Non-Paved	48	6.04			1	1		1		
5A	0191	513 W 3rd St	Brick	Paved	46	6.24							1	
5	1094	2432 Briarwood Dr	N/A	Non-Paved	42	4.28		1				1		
3A	1046	307 School St	Precast	Non-Paved	48	4.41		1						
5A	0289	345 Clem St	N/A	Paved	46	5.50			1		5.50	1		
3	0256	425 E 1st St	Brick	Non-Paved	46	9.91		1			9.91			
3	0651	Collie Rd/Lowden St Intersection	Precast	Non-Paved	48	9.87		1						
4	2238	1604 E Mill St	Precast	Paved	24	3.77	1							
3	0131	201 Hot Springs St	Precast	Non-Paved	48	8.86		1						
3	0157	Laurel/Davis Intersection	Precast	Non-Paved	48	4.96		1						
5	0573	2202 Dyer St	Poured	Paved	48	6.52	1							
5	0548	232 W Highland Ave	Rehab	Non-Paved	48	7.74		1	1					
4	2512	2005 E Sullenberger Ave	Rehab	Paved	48	5.49							1	
5	0565	1810 Dyer St	Rehab	Non-Paved	48	8.71		1						
3	0114	400 Martin Luther King Blvd	Poured	Paved	48	5.47	1							
3	0330	311 Veneer St	Not Visible	Paved	48	8.09	1							
3	0944	1112 N Banks St	N/A	Paved	48	5.79	1							
4	2243	1125 Cherry Ln	Poured	Paved	48	7.24	1							
3	0158	104 N Laurel St	Poured	Non-Paved	35	5.75		1						
3	0155	170 N Laurel St	Brick	Paved	48	4.02	1				4.02			
3	0638	637 Baker St	N/A	Non-Paved	N/A	N/A					8.00			
Totals							14	21	22	10	164.78	10	6	3

Group 1 - Manhole Frame/Cover - Remove, Replace, Raise to Grade (Paved Area)

Group 2 - Manhole Frame/Cover - Remove, Replace, Raise to Grade (Non-Paved Area)

Group 3 - Grout, Seal, and Waterproof Lower 18" of Manhole with 1/2-inch Cementitious Liner

Group 4 - Repair/Install Chimney Seal

Group 5 - Seal and Waterproof Manhole with 1/2-inch Cementitious Liner

Group 6 - Repair/Construct Manhole Bench/Trough and Inverts

Group 7 - Complete Manhole Replacement

Group 8 - Complete Manhole Rehabilitation