

ADDENDUM 1

Project Name: Chestnut St. Waterline Improvements

Release Date: Thursday, August 7th, 2025 6:00pm

Bid Opening Date: Wednesday, August 13th, 2025 2:00pm

Information To Bidders:

The Contract Documents for the above titled project is hereby clarified and amended as follows:

- A&M Railroad has approved the installation of the water main by directional bore as depicted on the design plans, subject to the railroad flagging requirements.
- Requirements for Railroad Flagging:
Contractor shall coordinate with A&M Railroad when working in or near the railroad right-of-way. Federal regulations mandate that protection must be provided by a qualified railroad flagman, whose services shall be provided by A&M railroad and charged at a rate shown in Exhibit B "Flagging Rate Agreement". The contractor shall be responsible for coordination and payment of all flagging fees directly to A&M Railroad.

Updated Bid Form (see "Exhibit A" attached hereto)

- Added Item #39: "Railroad Flagging Fees" – Lump Sum

ROGERS WATER UTILITIES

By: Brian Sartain, PE
Utility Engineer

Section 410

BID FORM

Chestnut ST. Waterline Improvements

August 13th, 2025

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

Rogers Water Utilities

Attn: Engineering Dept.

601 S. 2nd St., Rogers, AR 72756 (physical address)

--Or --

P O Box 338, Rogers, AR 72757 (mailing address)

- 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 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:

| <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 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.

- E. 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.
- F. 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.
- G. 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.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. 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):

| ENGINEERING DIVISION ROGERS WATER UTILITIES | | | | | |
|---|--|--------------|----------|------------|-----------|
| Chestnut ST. Waterline Improvements | | | | Bid Form | |
| No. | Item | Bid Quantity | Bid Unit | Unit Price | Extension |
| 1 | Mobilization | 1 | LS | | |
| 2 | Removal And Disposal of Asphalt Pavement | 319 | SY | | |
| 3 | Removal and Disposal of Concrete Sidewalks | 31 | SY | | |
| 4 | Removal and Disposal of Curb And Gutter | 28 | LF | | |
| 5 | Remove and Salvage Water Meters | 2 | EA | | |
| 6 | Remove and Salvage Fire Hydrants | 2 | EA | | |
| 7 | Remove and Relocate Signs | 1 | EA | | |
| 8 | Remove and Replace Chocolate Rock | 8 | SY | | |
| 9 | Asphalt Pavement Repair | 319 | SY | | |
| 10 | Concrete Curb and Gutter (Type A 1'-6") | 28 | LF | | |
| 11 | Concrete Sidewalk (4") | 31 | SY | | |
| 12 | Detectable Warning Device | 2 | EA | | |
| 13 | Maintenance of Traffic | 1 | LS | | |
| 14 | Solid Sodding | 68 | SY | | |
| 15 | Wattle (20") | 42 | LF | | |
| 16 | Inlet Protection | 8 | LF | | |
| 17 | Tree Protection | 1 | EA | | |
| 18 | 6" Ductile Iron Pipe | 25 | LF | | |
| 19 | 8" Ductile Iron Pipe | 135 | LF | | |
| 20 | 12" Ductile Iron Pipe | 400 | LF | | |
| 21 | 24" Pipe Encasement | 64 | LF | | |
| 22 | 8" Tapping Sleeve & Valve | 4 | EA | | |
| 23 | 12" Tapping Sleeve & Valve | 1 | EA | | |
| 24 | 6" Gate Valve | 4 | EA | | |
| 25 | 8" Gate Valve | 4 | EA | | |
| 26 | 12" Gate Valve | 3 | EA | | |
| 27 | 12" Butterfly Valve | 2 | EA | | |
| 28 | Air Release Valve & Assembly | 1 | EA | | |
| 29 | 8" Cut, Cap and Anchor Collar Block | 3 | EA | | |
| 30 | Fire Hydrant Assembly (Relocated) | 2 | EA | | |
| 31 | Remove Plug And Connect to Exist. Water Line | 2 | EA | | |

| | | | | | |
|-------------------------|--|------|-----|-------------|-------------|
| 32 | Ductile Iron MJ Fittings | 4134 | LB | | |
| 33 | 1" Service Line w/ Double 5/8" Meter Set (Long Side of Street) | 14 | EA | | |
| 34 | Crushed Stone (ArDOT Class 7) Backfill | 32 | TON | | |
| 35 | Trenching and Excavation Safety Systems | 1 | LS | | |
| 36 | Concrete Washout | 1 | LS | | |
| 37 | Stone Construction Entrance | 1 | LS | | |
| 38 | Irrigation Repair | 1 | LS | | |
| 39 | Railroad Flagging Fees | 1 | LS | | |
| 40 | Water Line Allowance | 1 | LS | \$50,000.00 | \$50,000.00 |
| Total Bid Price: | | | | | |

Bidder acknowledges that:

- (1) 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,
- (2) Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- (3) The above Total Bid Price represents the total cost to complete the work, and that any item required to complete the work that does not have a specific unit price shall be included into another bid item.
- (4) The "Owner's Contingency Allowance" shall be set at \$50,000 and may only be used to offset additional costs due to changes in the work, as approved by change order. This allowance shall be included in the total bid price.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 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. Completed Bid Form (pages 410-1 to 400-5)
 - B. Required Bid security;
 - C. List of Proposed Subcontractors;
 - D. List of Proposed Suppliers;
 - E. Contractor's License No.: XXXXXXXXXX [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

- F. Required Bidder Qualification Statement with supporting data **[or]** written confirmation of prior approval of qualifications from Rogers Water Utilities.

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:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*



Flagging Rate Agreement

When a contractor, state agency, utility or other approved third party has workers and equipment working within the railroad right-of-way, Federal Regulations mandate protection must be provided by a qualified railroad flagman. Equipment with extensions, such as a crane boom, that are near enough to reach within twenty-five (25) feet of the track also require proper protection. The completion of this form is required when submitting a formal request for a qualified railroad flagman. Please send completed form to michailas@amrailroad.com.

An advance deposit in an amount equal to the estimated hours of flagging required must be paid at least two (2) weeks in advance. The signed Flagging Rate Agreement form and deposit shall be sent to: **306 East Emma, Springdale, AR 72764**. If sending payment electronically, please contact us for ACH information.

The railroad must be contacted a minimum of fourteen (14) days prior to the required flagging date in order to receive approval from the Roadmaster or Chief Engineer who will be scheduling the flagman protection. Below are the Flagging Rates for flagging work completed within the railroad right-of-way.

- \$237.50 Per hour with an eight (8) hour minimum on weekdays (Monday – Friday)
- \$293.75 Per hour for all hours over eight (8) hours on weekdays (Monday – Friday)
- \$293.75 Per hour with an eight (8) hour minimum on Saturdays
- \$375.00 Per hour for all hours over eight (8) on Saturdays, or up to eight (8) hours on Sundays or Holidays

By completing the information below and signing this Agreement, you acknowledge and agree to pay the rates for flagging and further agree to provide a deposit no less than two (2) weeks in advance of the required flagging date. In the event of emergency flagging where the required two (2) week notice and prepayment cannot be given, all rates are subject to a 1.5x multiplier.

| | |
|--|--|
| Total Prepayment (Rate x Days): | |
| Date Range for Flagging: | |
| Deposit Check Number or ACH Confirmation Number: | |
| Company Name: | |
| Address: | |
| Billing Contact Name: | |
| Billing Contact Title: | |
| Billing Contact Phone: | |
| Onsite Contact Name: | |
| Onsite Contact Title and Company: | |
| Onsite Contact Phone: | |
| Railroad Name: | |
| Project Location (Address or Lat/Long): | |
| Authorized Personnel Signature: | |
| Date: | |