

ADDENDUM NO. 1

UA RESEARCH AND TECHNOLOGY PARK
PEDESTRIAN IMPROVEMENTS
Facilities Management Division
University of Arkansas
Fayetteville, Arkansas
Plans No. 018-0073
October 22, 2018

The Specifications and Contract Documents and the Drawings for the above project are hereby changed or clarified in the following particulars:

GENERAL CLARIFICATIONS

- 1) Meeting notes from the PRE-BID meeting conducted on October 18, 2018 are attached to this addendum for informational and clarification purposes.

SPECIFICATIONS AND CONTRACT DOCUMENTS

- 1) Specification 00 41 43 – Bid Form
 - Section #5 – Completion Time – 120 calendar days
- 2) Specification 00 52 00 – Agreement Form
 - Section #3 – 120 calendar days

GENERAL

Acknowledge receipt of the Addendum in the space provided on page 00 41 43-2 of the Bid.

October 22, 2018

OLSSON
302 E. Millsap Road
Fayetteville, Arkansas 72703
Phone (479) 443-3404
Fax (479) 443-4340

BID FORM
Section 00 41 43

Bid Time:

Bid Date:

Location: Administration Building

1125

W. Maple Street, Rm 321

BID FROM:

BID TO: University of Arkansas Board of Trustees acting for and on behalf of The University of Arkansas at University of Arkansas at University of Arkansas, Fayetteville, Arkansas

PROJECT: UA Research and Technology Park Pedestrian Improvements

Gentlemen:

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, taxes and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the lump sum base bid of:

Base Bid \$ _____

Dollar Amount Is To Be Shown Numerically

2. Allowances: Allowances described in Section 01 21 00 are included in the Bid Price.]
3. Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar Amount Is To Be shown numerically

Undercut and Backfill _____ : _____ Per Cubic Yard (cy) _____ (\$ _____)

_____ : _____ (\$ _____)

4. Ark. Code Ann.§ 22-9-212 requires the contractor to indicate on this bid form the cost of Trenching Safety Systems. **FAILURE TO SHOW THIS COST WILL INVALIDATE THE BID.** (NOTE THIS COST SHALL BE INCLUDED IN THE ABOVE BASE BID).

_____)

Dollar Amount Is To Be Shown Numerically.

5. **Completion Time:** Bidder agrees that the work will be substantially complete and ready for final payment in accordance with the Contract Documents within 120 consecutive calendar days of the date established in a written notice to proceed.

6. The undersigned, in compliance with the Contract Documents for the construction of the above-named project, does hereby declare:
 - a. That the undersigned understands that the Owner reserves the right to reject any and all bids and to waive any formality.
 - b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within 10 days after receipt of the Intent to Award, will commence work within 5 days after the date of the Notice to Proceed, and will complete the Contract fully within the time for completion as indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of \$0.00 for each calendar day of delay until the work is completed or accepted.
 - c. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within 10 days from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.
 - d. That this bid may not be withdrawn for a period of 30 days after the bid opening.
 - e. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
 - f. The names of subcontractors and the nature of the work to be performed by each one has been included on the Bid Form.
 - g. NOT USED
 - h. Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.

7. The following documents are attached to and made a condition of this Bid.
 - a. Bid security.
 - b. Listing of Mechanical, Plumbing, Electrical and Roofing Subcontractors, if required.

8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

9. LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING SUBCONTRACTORS

ALL MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING SUBCONTRACTORS SHALL BE LISTED REGARDLESS OF QUALIFICATIONS, LICENSURES OR WORK AMOUNT. BIDDERS SHOULD CONSULT THE PROJECT MANUAL ON HOW TO FILL OUT THIS FORM. FAILURE TO NAME THE SUBCONTRACTOR IN THE SPACE PROVIDED SHALL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE AND THE BID WILL NOT RECEIVE CONSIDERATION.

Indicate the Name(s), of each entity performing the listed work:

ELECTRICAL:

Name: _____ License

No. _____

Is the amount of work \$20,000.00 or over? Yes ___ No ___

Respectfully Submitted:

Name of Bidder (Typed or Printed)

Address

BY: (Signature and Title)

Telephone Number

Fax Number

Federal ID Number or Social Security Number

Date of Bid

AGREEMENT FORM
Section 00 52 00

THIS AGREEMENT entered into this [redacted] day of [redacted] 20[redacted] by and between _____

hereinafter referred to as the Contractor, and the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at (Fayetteville, AR) _____ hereinafter referred to as Owner,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of [redacted] to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in Washington County, designated as

Project #: [redacted]

Project Name: **UA Research and Technology Park Pedestrian Improvements** consisting of construction, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the University of Arkansas Procurement Department located in Fayetteville, Arkansas on [redacted] the Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the Owner, the Design Professional, appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by the Owner and the Design Professional. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within 5 calendar days after a *Notice to Proceed* is issued and to complete the work within 120 consecutive calendar days of the start date established by the *Notice to Proceed*. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the Owner, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State or the Owner. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.

6. It is agreed and understood between the parties hereto that the Contractor shall accept, and the Owner will pay for, the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the University of Arkansas at Fayetteville, Arkansas Procurement Office, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof, including Owner.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

NAME: _____

WITNESS:

Affix Corporate Seal (if any)

Address:

The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville, Arkansas

BY: _____
Tim O'Donnell, Vice Chancellor for Finance & Administration

DATE: _____

END OF DOCUMENT

MEETING MINUTES

PREBID CONFERENCE

DATE:	October 18, 2018
RE:	UA Research and Technology Park Pedestrian Improvements
ATTENDEES:	See Attached Attendance Record
PROJECT #	018-0073

ATTENDEES: See attached Attendance Record

1. Chris Brackett reminded the group regarding the time and place of the bid opening as shown below.
 - 2:00 p.m. October 30, 2018
Administration Building Room 321 (ADMN 321)
1125 W. Maple Street, Fayetteville, AR 72701
ATTN: James Ezell.
2. Chris Brackett reminded the group to read the Instructions to Bidders for instructions regarding Bid Requirements, including but not limited to:
 - Bid Form
 - Fill Bid form out completely
 - Acknowledgement of Addenda
 - 5% Bid Bond
 - List Subcontractors and Suppliers
 - See Specifications for Full Instructions to Bidders
 - Note that a unit price is required for undercut & backfill. THE BASE BID INCLUDES A QUANTITY ALLOWANCE FOR UNDERCUT & BACKFILL. If less quantities are required than provided in the allowance, the Owner shall receive a credit at the end of the project via change order using the unit prices. If more quantities are required, the contract price will be adjusted by change order based on the unit prices.
3. Chris Brackett discussed that this project is funded using Federal money that is administered by the Arkansas Department of Transportation (ArDOT).
4. Chris Brackett reminded the group that this project is federally funded and therefore is excepted of the requirements of the Arkansas licensing laws and regulations for contractors by Ark. Code Ann. § 17-25-315.
5. Chris Brackett reminded the group that this project is subject Davis Bacon Wage Rates.
6. Chris Brackett discussed that “Buy American” provisions apply to this project. These provisions include the Arkansas Department of Transportation’s Standard Specifications Section 106 restrictions for “Buy America”. Also, 23 CFR §635.410 has all of the federal requirements for “Buy America”.

7. Chris Brackett reminded the group of the following University of Arkansas provisions.
 - There will be limited parking at the site for vehicles. All other parking will be off-site. Parking within the construction site will be controlled by the contractor. Parking outside the site will be limited and controlled by Transit and Parking. All construction vehicles parked on campus outside the site must display a current University parking permit. Those can be purchased from the Transit and Parking Department, 155 Razorback Road, ADSB 131, Fayetteville, Arkansas 72701, phone 479-575-PARK, e-mail: parking@uark.edu, web site: www.uark.edu/parking
 - Payment requests for material stored off-site will be approved if the material is stored in a bonded warehouse and adequately marked for use on this specific job. The Architect/Owner will verify this. The requests must have copies of invoices and insurance certificates attached;
 - Project limits are all shown on the Drawings. Coordinate work to prevent interference with Owner's operations;
 - Protect all trees with fencing placed at drip-line;
 - Portable toilet location will be verified at site (if applicable);
 - A SWPPP will be drawn by the civil engineer. It is the responsibility of the contractor to fully implement and adhere to storm water protection rules.
 - **The University of Arkansas is a tobacco free campus. No smoking materials are allowed on the jobsite or any university grounds or buildings.**
 - Soil and material testing should not be part of contractors bid.
8. Chris Brackett reminded the group that Insurance and Performance/Payment Bonds are required – see specifications.
9. Chris Brackett informed the group that the construction duration was accidentally left blank in the bid documents and that this would be corrected in the first Addendum.
10. The following questions were asked with answers provided below:
 - What will be the contract duration?
 - *Answer: This question was taken under advisement.*
 - *UPDATE: The contract duration will be 120 days*
 - Will there be a space available on-site for a laydown area?
 - *Answer: Several areas where discussed as being possible laydown areas. The contractor will need to coordinate with the University at the time of construction to identify the area available to be used.*

