



November 8, 2021

**ADDENDUM NO. 1
TO
EFFLUENT REUSE PIPELINE AND OUTFALL CASCADE
BID NO. 2021-2022-007**

This Addendum No. 1, consisting of Two (2) items is hereby made a part of the Contract Documents to the same extent as though it were originally included therein, and shall supersede anything contained in the Plans and Specifications with which it might conflict. **This Addendum shall be attached to the Index Sheet of the Contract Documents and submitted with the bid. Failure to do so shall result in the bid being deemed non-responsive.**

CONTRACT DOCUMENTS AND SPECIFICATIONS

1. In the Contract Documents, Information for Bidders, language was added to comply with OWRB approval requirements.
2. In the Contract Documents, Information for Bidders, language was added regarding payment requirements to obtain plans and contract documents from Tetra Tech. Plans and contract documents may be obtained from Tetra Tech upon payment of \$50. No refund will be made.

All other provisions of the Plans and Specifications shall remain in full force and effect.

END OF ADDENDUM NO. 1

BY: _____

DATE/SEAL: _____



Caleb Gulmire, Process Engineer.
Project Manager

Accepted By: _____ Date: _____

_____ Company: _____
Title

INFORMATION FOR BIDDERS

Plans and contract documents may be obtained from Tetra Tech upon payment of \$50. No refund will be made.

BIDS will be received by The City of Bartlesville (hereinafter called the "OWNER"), at the City Clerk's Office, Bartlesville City Hall until 2:00 PM Local Time on November 22nd, 2021, and then publicly opened and read aloud at the 1st Floor Conference Room of City Hall. Each BID must be submitted in sealed envelope, addressed to: The City of Bartlesville at 401 South Johnstone, Bartlesville, OK 74003 for the construction of Effluent Reuse Pipeline and Outfall Cascade, ORF-21-0002-CW.

Each sealed envelope containing a BID must be plainly marked on the outside as BID for Effluent Reuse Pipeline and Outfall Cascade, ORF-21-0002-CW and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 401 South Johnstone, Bartlesville, OK 74003.

Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements including employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid. Requirements are contained in OWRB's Guidance and Procedures, ORF-267.

Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

Tied bids are non-restrictive: In order for a tied bid proposal to be accepted it must be lower than the sum of low separate bids.

NOTE: Funding for this project may include funds provided through the Oklahoma Water Resources Board Clean Water State Revolving Fund Program. As such the following additional federal requirements shall apply:

1. Davis Bacon Act prevailing wage rate requirements shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code. The

Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information please refer to <http://www.wdol.gov/>.

2. American Iron and Steel provisions also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to P.L. 113-76, Consolidated Appropriations Act, 2014, Sec. 436 requires that "None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." For more information please refer to Oklahoma Water Resources Board Supplemental Conditions ORF- 185.
3. System for Award Management (SAM) registration is required for all SRF programs (CWSRF and DWSRF) applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to be awarded contracts by the SRF Programs. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. Registrants must retain an active status to be eligible for SRF projects. New Applicants and Awardees can go to SAM.gov to complete the registration process.
4. **Note:** In order to register in SAM, a Data Universal Number System (DUNS) number will be required. DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity globally. D&B assigns DUNS numbers for each physical location of a business. All entities doing business with the U.S Government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using D&B web form process at <http://fedgov.dnb.com/webform>.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one Copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Bids received more than ninety-six (96) hours before time specified and Bids received after the time set for opening Bids will not be considered

and will be returned unopened. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PRODUCT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the OWNER for five percent of the total amount of the bid. A certified check may be used in lieu of the bid bond. No bid security is required if bid is \$7,500.00 or less. As soon as the bid prices have been compared, the OWNER will return the bonds of all except the three lowest responsive responsible bidders. The bid bond of the successful bidder will be retained until the Performance Bond, Statutory Bond, Maintenance Bond, and Certificate of Insurance have been executed and approved, after which it will be returned. The bid security of the two remaining unsuccessful Bidders will be returned after the successful bidder has entered into a contract and has furnished the required bonds and insurance.

A Performance Bond, Statutory Bond and Maintenance Bond each in the amount of 100 percent of the Contract Price with a corporate surety approved by the OWNER will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds and Performance Bonds must file with each Bond a certified and effective dated Copy of their Power-of-Attorney.

The OWNER shall award a contract to the lowest responsive responsible bidder or bidders within thirty (30) calendar days after bid opening. The OWNER may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Statutory Bond, Maintenance Bond and Certificate of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In the event of failure of the Bidder to execute the Agreement, the OWNER may consider the Bidder in default in which case the Bid Bond accompanying the proposal shall become the property of the OWNER

The OWNER within ten (10) calendar days of receipt of acceptable Agreement, Bonds and Certificate of Insurance signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such NOTICE of withdrawal shall be effective upon receipt of the NOTICE by the OWNER.

The OWNER shall issue the Notice to Proceed within ten (10) calendar days of the execution of the Agreement, approval of Bonds and approval of the Certificate of Insurance. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

The lowest, responsive bid will be determined by the total sum of Base Bid. Add Alternates and Deducts may or may not be included in the award at the sole discretion of the City of Bartlesville.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public rights-of-way.

When alternate BIDS are taken, they will be selected by the OWNER at the OWNER'S discretion.

When alternates are used, the low BIDDERS will be selected by the lowest and best BASE BID (including Owner Select Base Bid Items) considering all BIDS which does not include the selected additive alternate and deductive alternate BIDS.

The alternates will be selected by the OWNER to remain within the funds available for the project.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Prospective bidders are encouraged to visit the project site prior to submitting a *bid*.

The time for completion is 244 (calendar) (working) days.

Liquidated damages will be \$1,000 per working day.

The Contractor will be required to begin work within 10 (calendar) (working) days of the date shown on the Notice to Proceed.

In the event of a conflict between the specifications and the SRF Supplemental Conditions (Pink Sheets), the later shall govern.

In the event of a conflict between the plans and specifications, the specifications will govern.

The following items will be submitted with the bid:

ORF-4A-Bid proposal, ORF-412- Non-Collusion Affidavit, ORF-413-Business Relationship Affidavit, Bid bond, ORF-211, ORF-212, ORF-402, ORF 6100-3, ORF 6100-4, ORF-248A-DBE documentation, ORF-249 (Bidders List)

The Consultant is Tetra Tech, Inc.

The Consultants phone number is: 770-789-7392

The Consultant's contact person is: Caleb Gulmire, Caleb.Gulmire@Tetrattech.com