

Section 410

BID FORM

8" Water Main Replacement

Highway 12 East-Harbor Drive To Bridge

January 18, 2026

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	4
Article 7 – Attachments to this Bid	5
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	6

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):

Item	Description	Bid Quantity	Bid Unit	Unit price	Extension
1	8" Class 350 Ductile Iron Pipe (Base Bid)	5200	LF		
2	4" Class 350 Ductile Iron Pipe	20	LF		
3	4" PVC Class 250 Water Main	20	LF		
4	8" Gate Valve	22	EA		
5	6" Gate Valve	4	EA		
6	Air Release Valve	2	EA		
7	Three Way Fire Hydrant Assembly	8	EA		
8	1" Service Line	245	LF		
9	Paved Road Crossing (Open – Cut)	325	LF		
10	Paved Road Crossing (Bore)	740	LF		
11	Creek/Wetland Crossing (Bore)	545	LF		
12	Gravel Driveway Crossing	55	LF		
13	Steel Encasement via Open Cut	90	LF		
14	1" Service Line Easement (Bore)	185	LF		
15	Meter Setting (Single)	4	EA		
16	Reconnect Existing Meters	3	EA		
17	Connection to Existing Water Main	5	EA		
18	Ductile Iron Fitting	1900	LB		
19	Connection Vault Near Bridge	1	LS		
20	4" Duckbill Flapper Valves	2	EA		
21	6'x20' Rip Rap Pad	1	LS		
22	Pasture Restoration	2105	LF		
23	Yard Restoration	3000	LF		
24	Rock Excavation	500	CY		
25	OSHA Standard for Excavation and	1	LS		
26	One Year Maintenance Bond	1	LS		
27	Owner Allowance	1	LS	\$100,000.00	\$100,000.00
Total Amount Base Bid:					

DEDUCTIVE ALTERNATE NO.1 – HDPE FOR DUCTILE IRON (Plan Sheet 8 / 8A)					
Item No.	Item Description	Bid Quantity	Bid Unit	Unit price	Extension
1	DEDUCT – 8” Class 350 Ductile Iron Pipe	500	LF		
11	DEDUCT – Creek / Wetland Bore	458	LF		
1A	ADD – 10” HDPE DR – 7 Pipe	500	LF		
1B	ADD – Fused Transition Connectors	6	EA		
11A	ADD – Directional Bore (no encasement)	458	LF		
Total Amount Deducted - Alternate No. 1:					

Bid Summary	
Total Amount Base Bid:	
Total Amount Deductive Alternate No. 1:	
Total Amount Base Bid Less Deductive Alternate No.1:	

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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 cost of any item required to complete the work that does not have a specific unit price shall be included into another bid item.

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 400-6)
- B. Required Bid security;
- C. List of Proposed Subcontractors;
- D. List of Proposed Suppliers;
- E. Contractor's License No.: [REDACTED] **[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.