

ADDENDUM NO. 02

RE: McCOLLUM SIDEPATH PHASE 2, Bentonville, AR

FROM: CEI Engineering Associates
2600 NE 11th Street
Bentonville, AR 72712

TO: Prospective Bidders

This Addendum forms a part of the Contract documents and modifies the Bidding Documents dated April 27, 2026. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum No. 02 consists of 18 page(s) and the following:

CHANGES TO SPECIFICATIONS:

1. 00 41 44 – UNIT PRICE BID FORM (C-410):
 - Replace section 00 41 44 (ADD-1) for section 00 41 44 (ADD-2)
 - Added Item No. 37 – 14” x 23” Flared End Section- 2 EA
 - Revised Item No. 40 to clarify Class IV pipe classification requirements.
2. 00 50 50 – UNIT PRICE AGREEMENT BETWEEN OWNER AND CONTRACTOR (C-520):
 - Replace section 00 50 50 (ADD-1) for section 00 50 50 (ADD-2)
 - Added Item No. 37 – 14” x 23” Flared End Section- 2 EA
 - Revised Item No. 40 to clarify Class IV pipe classification requirements.

CLARIFICATIONS:

1. None.

CHANGES TO PLANS/SCOPE OF WORK:

1. None.

CHANGES TO BIDDING REQUIREMENTS:

1. None.

All other provisions of the Contract Documents shall remain unchanged.

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Bentonville, 305 SW A Street, Bentonville, AR 72712
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization, Staking, Bonding, Traffic Control & Insurance	LS	1	\$	\$
2	Clearing & Grubbing	LS	1	\$	\$
3	Removal and Disposal of Concrete Pavement	SY	118	\$	\$
4	Removal and Disposal of Asphalt	SY	262	\$	\$
5	Removal and Disposal Curb and Gutter	LF	196	\$	\$
6	Removal and Disposal Corrugated Metal Pipe	LF	79	\$	\$
7	Removal and Disposal of 24” RCP	LF	59	\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
8	Removal and Disposal of 24" FES	EA	4	\$	\$
9	Removal and Disposal of 18" RCP	LF	48	\$	\$
10	Removal and Disposal of 18" FES	EA	2	\$	\$
11	Relocate Stop Sign	EA	2	\$	\$
12	Relocate Witness Post	EA	1	\$	\$
13	General Cut	CY	1570	\$	\$
14	General Fill	CY	785	\$	\$
15	Add Undercut & Select Backfill (as directed by Geotech)	CY	2100	\$	\$
16	Erosion Control Maintenance	LS	1	\$	\$
17	Construction Entrance	EA	1	\$	\$
18	Concrete Washout	EA	1	\$	\$
19	Straw Wattle	LF	1664	\$	\$
20	SWP-CI 'Big Red'	LF	62	\$	\$
21	Silt Fence Inlet Protection	LF	36	\$	\$
22	C-600 Coir Erosion Control Matting	SY	2	\$	\$
23	Rock Check Dam	EA	1	\$	\$
24	Tree Preservation Fencing	LF	20	\$	\$
25	Asphalt Paving/Patching (includes base and subgrade prep)	SY	133	\$	\$
26	Concrete Driveway Paving	SY	198	\$	\$
27	Concrete Curb and Gutter (Type A 1'-6")	LF	125	\$	\$
28	Concrete Sidewalks (4")	SY	6	\$	\$
29	Concrete Trail (6")	SY	2036	\$	\$
30	4" Class 7 Base for Trail and Sidewalk	SY	2253	\$	\$
31	Detectable Warning Device	SF	346	\$	\$
32	3-Rail Wood Fence	LF	64	\$	\$
33	Segmental Block Retaining Wall	LF	45	\$	\$
34	Type E Junction Box (4'x4')	EA	1	\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
35	Junction Box (4'x13'-2")	EA	1	\$	\$
36	4' Grate Inlet 2'x2' Frame	EA	2	\$	\$
37	14"x23" HERCP Flared End Section	EA	2	\$	\$
38	24" Flared End Section	EA	1	\$	\$
39	36" Flared End Section	EA	1	\$	\$
40	14"x23" HERCP, Class 4	LF	468	\$	\$
41	24" Reinforced Concrete Pipe, Class 4	LF	48	\$	\$
42	36" Reinforced Concrete Pipe, Class 4	LF	367	\$	\$
43	C-76 Mortar Joints	EA	2	\$	\$
44	Permanent Bermuda Grass Sod	SY	1258	\$	\$
45	Temporary Seeding	AC	0.79	\$	\$
46	Permanent Seeding	AC	0.79	\$	\$
47	4" Top Soil	SY	5066	\$	\$
48	Painted Pavement Marking – Yellow Dashed (4")	LF	1191	\$	\$
49	Painted Pavement Marking – Yellow Solid (4")	LF	576	\$	\$
50	Painted Pavement Marking – Reflective White (4")	LF	37	\$	\$
51	Thermoplastic Pavement Marking – White Stop Bar (12")	LF	39	\$	\$
52	Thermoplastic Pavement Marking – White Crosswalk (24")	LF	230	\$	\$
53	Thermoplastic Pavement Marking – Green Elephants Feet (24"x24")	SY	21	\$	\$
54	Commercial Red Pavement Marking	SY	158	\$	\$
55	Thermoplastic Pavement Marking – White Elephants Feet (24"x24")	SY	32	\$	\$
56	Traffic Flow Arrow Marking	EA	4	\$	\$
57	Signs	EA	1	\$	\$
58	Channel Post Sign Support (Type U-1)	EA	2	\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
59	Water Meter Adjustment to Finished Grade	EA	2	\$	\$
60	Valve Box Adjustment to Finished Grade	EA	11	\$	\$
61	Relocated Fire Hydrant	EA	1	\$	\$
62	NFPA13 Fire Line 6800 Valve Box Cover Painted Red	EA	1	\$	\$
63	FDC Relocation	EA	1	\$	\$
64	PIV Relocation	EA	1	\$	\$
65	Owner's Allowance	LS	1	\$100,000	\$100,000
Total of all Extended Prices for Unit Price Work					\$

B. 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, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 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.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 5. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 - 6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 7. 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.

8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Bentonville (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of approximately 2,010 linear feet of 10-footwide concrete trail in Bentonville, Arkansas. A significant portion of the trail lies on top of the existing drainage ditch and drainage structures will be required to be constructed, along with other improvements as specified in the project plans.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Sidewalk and drainage improvements from Garden Trail & McCollum Drive extending East of Grace Point Church.

ARTICLE 3—ENGINEER

3.01 The Owner has retained CEI (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization, Staking, Bonding, Traffic Control & Insurance	LS	1	\$	\$
2	Clearing & Grubbing	LS	1	\$	\$
3	Removal and Disposal of Concrete Pavement	SY	118	\$	\$
4	Removal and Disposal of Asphalt	SY	262	\$	\$
5	Removal and Disposal Curb and Gutter	LF	196	\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
6	Removal and Disposal Corrugated Metal Pipe	LF	79	\$	\$
7	Removal and Disposal of 24" RCP	LF	59	\$	\$
8	Removal and Disposal of 24" FES	EA	4	\$	\$
9	Removal and Disposal of 18" RCP	LF	48	\$	\$
10	Removal and Disposal of 18" FES	EA	2	\$	\$
11	Relocate Stop Sign	EA	2	\$	\$
12	Relocate Witness Post	EA	1	\$	\$
13	General Cut	CY	1570	\$	\$
14	General Fill	CY	785	\$	\$
15	Add Undercut & Select Backfill (as directed by Geotech)	CY	2100	\$	\$
16	Erosion Control Maintenance	LS	1	\$	\$
17	Construction Entrance	EA	1	\$	\$
18	Concrete Washout	EA	1	\$	\$
19	Straw Wattle	LF	1664	\$	\$
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21	Silt Fence Inlet Protection	LF	36	\$	\$
22	C-600 Coir Erosion Control Matting	SY	2	\$	\$
23	Rock Check Dam	EA	1	\$	\$
24	Tree Preservation Fencing	LF	20	\$	\$
25	Asphalt Paving/Patching (includes base and subgrade prep)	SY	133	\$	\$
26	Concrete Driveway Paving	SY	198	\$	\$
27	Concrete Curb and Gutter (Type A 1'-6")	LF	125	\$	\$
28	Concrete Sidewalks (4")	SY	6	\$	\$
29	Concrete Trail (6")	SY	2036	\$	\$
30	4" Class 7 Base for Trail and Sidewalk	SY	2253	\$	\$
31	Detectable Warning Device	SF	346	\$	\$
32	3-Rail Wood Fence	LF	64	\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
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34	Type E Junction Box (4'x4')	EA	1	\$	\$
35	Junction Box (4'x13'-2")	EA	1	\$	\$
36	4' Grate Inlet 2'x2' Frame	EA	2	\$	\$
37	14"x23" HERCP Flared End Section	EA	2	\$	\$
38	24" Flared End Section	EA	1	\$	\$
39	36" Flared End Section	EA	1	\$	\$
40	14"x23" HERCP, Class 4	LF	468	\$	\$
41	24" Reinforced Concrete Pipe, Class 4	LF	48	\$	\$
42	36" Reinforced Concrete Pipe, Class 4	LF	367	\$	\$
43	C-76 Mortar Joints	EA	2	\$	\$
44	Permanent Bermuda Grass Sod	SY	1258	\$	\$
45	Temporary Seeding	AC	0.79	\$	\$
46	Permanent Seeding	AC	0.79	\$	\$
47	4" Top Soil	SY	5066	\$	\$
48	Painted Pavement Marking – Yellow Dashed (4")	LF	1191	\$	\$
49	Painted Pavement Marking – Yellow Solid (4")	LF	576	\$	\$
50	Painted Pavement Marking – Reflective White (4")	LF	37	\$	\$
51	Thermoplastic Pavement Marking – White Stop Bar (12")	LF	39	\$	\$
52	Thermoplastic Pavement Marking – White Crosswalk (24")	LF	230	\$	\$
53	Thermoplastic Pavement Marking – Green Elephants Feet (24"x24")	SY	21	\$	\$
54	Commercial Red Pavement Marking	SY	158	\$	\$
55	Thermoplastic Pavement Marking – White Elephants Feet (24"x24")	SY	32	\$	\$
56	Traffic Flow Arrow Marking	EA	4	\$	\$
57	Signs	EA	1	\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
58	Channel Post Sign Support (Type U-1)	EA	2	\$	\$
59	Water Meter Adjustment to Finished Grade	EA	2	\$	\$
60	Valve Box Adjustment to Finished Grade	EA	11	\$	\$
61	Relocated Fire Hydrant	EA	1	\$	\$
62	NFPA13 Fire Line 6800 Valve Box Cover Painted Red	EA	1	\$	\$
63	FDC Relocation	EA	1	\$	\$
64	PIV Relocation	EA	1	\$	\$
65	Owner's Allowance	LS	1	\$100,000	\$100,000
Total of all Extended Prices for Unit Price Work					\$

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **Ninety-five (95)** percent of the value of the Work completed (with the balance being retainage).
- b. **Ninety-five (95)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred(100)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred (200)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 34 sheets with each sheet bearing the following general title: Bentonville McCollum Rd. Sidepath Ph. 2 (S).
 - 7. Addenda (numbers **1 to 2** , inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 3. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 4. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 7. Contractor 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 Contract Documents.
 - 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

8.03 *Standard General Conditions*

- B. A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Bentonville

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Stephanie Orman

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

3200 SW Municipal Drive

Bentonville, AR 72712

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

End of Addendum No. 02