

ADDENDUM NO. 2
4/28/2025

PROJECT: WHITE RIVER MWD
TPWD TRAILS RESTROOM FACILITY

BID DATE: May 13, 2025

The following changes and/or additions shall be made to the Plans, Specifications, and Contract Documents for the above referenced project. Bidder shall acknowledge receipt of this Addendum by signing below and returning this Addendum with the Bid.

I) GENERAL

A) This project requires BABA compliance.

II) CONTRACT DOCUMENTS

A) Information for Bidders – BABA compliance information has been added to the information for bidders' document. This item is attached and will replace its original version.

B) Contractor Certificate of Compliance – This document is attached and is being added to the contract documents.

C) Manufacturer's Certificate of Compliance- This document is attached and is being added to the contract documents.

D) BABA Agreement- This document is attached and is being added to the contract documents.

Prepared by:

Bidder's Acknowledgment

JACOB | MARTIN
TBPE Firm No. 2448

Date

INFORMATION FOR BIDDERS

Bids will be received by the White River MWD, herein called the “Owner”, at White River Municipal Water District, 2880 FM 2794, Spur, TX 79370, until 10:00 AM on May 13, 2025, and then at said location publicly opened and read aloud.

Each bid must be submitted in a sealed envelope addressed to Shane Jones, General Manager. Each sealed envelope containing a bid must be plainly marked on the outside as “TPWD TRAILS RESTROOM FACILITY” and the envelope shall bear on the outside the Bidder's name and address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed to Shane Jones, General Manager, 2880 FM 2794, Spur, TX 79370.

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 must be fully completed and executed when submitted. Only one (1) copy of the bid form is required. **Bids will not be received from contractors who are not registered plan holders. Bids shall be submitted on the provided documents. No faxed bids will be accepted.**

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 Any bid may be withdrawn prior to the above scheduled time for the opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No Bidder may withdraw a bid within 60 days after the actual date of opening thereof. Should there be reasons that 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. 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 his Bid. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of the work or of the nature of the work to be done. The Contract Documents contain the provisions required for the construction of the project. 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 him from fulfilling any of the conditions of the Contract.

Each bid must be accompanied by a Bid Bond, certified check, or cashier's check payable to White River MWD in the amount of five percent (5%) of the greatest amount bid. As soon as bid prices have been compared, the Owner will return the bonds of all except the three (3) lowest responsible bidders. When the Agreement is executed, the bonds of the two (2) remaining unsuccessful bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Performance-Payment Bonds have been executed and approved, after which it will be returned.

Performance-Payment Bonds in the amount of 100% 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 Payment Bonds or Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Bonding will not be required if Bid is less than

\$25,000; however, no payment will be made until all work is completed and accepted by the Owner.

Award of the contract will be made as a whole to one Bidder. A conditional or qualified bid will not be accepted.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance-Payment Bonds within twenty-one (21) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms.

The Owner within twenty-one (21) days of receipt of approval of the Contract Documents shall return to the Contractor an executed duplicate of the Contract Documents. Should the Owner not return the executed Contract Documents within such period, The Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the approval of the Contract Documents by the Owner. 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 the 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.

BUILD AMERICA, BUY AMERICA (BABA) ACT: Any contract(s) awarded under this Invitation for Bids (under the 2023 IUP or later) is subject to the Build America, Buy America (BABA) Act requirements of Section 70901 of P.L. 117-58 of the Bipartisan Infrastructure Law, 2021. The Contractor must complete and sign the statement of understanding regarding this requirement.

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.

The Engineer is JACOB & MARTIN, LLC; 4920 S. Loop 289, Suite 106, Lubbock, Texas 79414 (806-368-6375).

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Project Name: TPWD Trails Restroom Facility

Owner / Applicant: White River MWD

Contract Number: JM No. 24329

I hereby certify, that to the best of my knowledge and belief, all Iron and Steel products, Manufactured Products, and Construction Materials installed for this project by my company and by any and all subcontractors and Manufacturers my company has contracted with for this project comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

Name of Contractor Authorized Representative

Date

Contractor Company Name: _____

Contractor Address: _____

MANUFACTURER'S CERTIFICATION OF COMPLIANCE

Date: _____

Company Name: _____

Company Address: _____

Subject: Domestic Preference Requirement Certification for White River MWD – TPWD Trails Restroom Facility, and JM No. 24329

I hereby certify that the following product(s) and / or material(s) shipped or provided for the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.

[List common name of items, products and/or materials]

These products and/or materials were manufactured in [Provide location(s) of manufacturing]

[Include signature of authorized representative]

BUILD AMERICA BUY AMERICA AGREEMENT

The Contractor acknowledges to and for the benefit of the Owner (“Purchaser”) that it understands the goods and services under this Agreement are being funded with monies that have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“**Build America, Buy America Requirements**”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

(Contractor)

By: _____

Name: _____

Title: _____

Address: _____
