CITY OF HASTINGS

ADDENDUM NO. 1

September 23, 2025

SANITARY SEWER IMPROVEMENT E SOUTH ST

Contract No. HU 2025-104

1. *Contract to include the following AIS Agreement found on page 2 of this addendum no. 1. In addition, AIS compliance documentation is required for all iron and steel materials used in this project.*

CITY OF HASTINGS

By Keith Miller, P.E.

Title Engineer

The undersigned bidder hereby certifies that the revision set forth in this addendum have been incorporated in their bid and are a part of the contract documents.

Signed _____

Title _____

Firm _____

Date _____

ALL ISSUED ADDENDUM(S) MUST BE ACKNOWLEDGED & RETURNED WITH YOUR BID DOCUMENTS

CITY OF HASTINGS

ADDENDUM NO. 1

September 23, 2025

SANITARY SEWER IMPROVEMENT E SOUTH ST

Contract No. HU 2025-104

AMERICAN IRON AND STEEL (AIS) AGREEMENT

Contract: HU 2025-79 Hastings Southeast Water Main Improvement Phase 1

The Contractor acknowledges to and for the benefit of the City of Hastings ("Purchaser") and the Nebraska Department of Transportation (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Nebraska Department of Transportation that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.