ADDENDUM NO. 1 10/23/2024

PROJECT: CITY OF ROPESVILLE WATERLINE MATERIALS ONLY

BID DATE: NOVEMBER 6, 2024 AT 10:30 AM

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

1) CONTRACT DOCUMENTS

<u>American Iron and Steel Agreement (AIS)</u> – An American Iron and Steel Agreement has been included in this addendum. The bidder shall sign the agreement and include the signed document with the quote. All materials to be priced in the quote schedule shall comply with AIS requirements.

Prepared by:

Bidder's Acknowledgment

JACOB | MARTIN TBPE Firm No. 2448

Date

AMERICAN IRON AND STEEL 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 made available by the American Rescue Plan Act to be utilized for a project funded by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that require 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 Owner 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 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 Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation attorney's fees incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the Owner).

(Contractor)		
By:		
By: Name: Title:		
Title:		
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