

ADDENDUM THREE

DATE: June 8, 2026

TO: PROSPECTIVE BIDDERS

FROM: **EAGLE ENGINEERING GROUP**
12100 W Center Road, Suite 803
Omaha, Nebraska 68144

RE: Water Treatment Improvements
Hastings, IA
EEG #24-27

This addendum forms a part of the Contract Documents and modifies the original Contract Documents, dated March 10, 2025, as noted below. Acknowledge receipt of this addendum in space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION

CHANGES TO PROCUREMENT AND CONTRACTING REQUIREMENTS

1. 00 52 00 AGREEMENT

A. MODIFY Section 4.03.A to read as follows:

- 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 times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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 \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A 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 Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 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 Substantial Completion and final completion are not additive and will not be imposed concurrently.”

CHANGES TO DRAWINGS

1. SHEET 9 PLUMBING PLAN

A. ADD the following notes:

- “Tankless water heat shall be by Rheem, Model RTEX-18, or equal.
- Eye Wash station shall be by Guardian, Model G1950P, or equal.
- Sink shall be by Sloan, Model 2-3803, or equal.
- Faucet shall be by American Standard, Model Monterrey 6540.711.002, or equal.”



Jacob F. Zimmerer, PE

END OF ADDENDUM