

**CONTRACT AND SPECIFICATIONS
FOR
7th STREET SUB FIREWALL
CITY OF HASTINGS
Contract No. HU 2023-49**

Bid Submitted By: _____



ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the:7th Street Sub Firewall, **HU 2023-49** until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Tuesday, June 6, 2023 at which time and place all bids will be publicly opened and read aloud.

Brief description of project: Precast Concrete Wall for 7th Street Substation. If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the Plan Holders Submittal Form that is located on the City website: <https://www.cityofhastings.org/bids/>

The Contract Documents, including plans and specifications, are on file at the City of Hastings Offices, 1228 N Denver Avenue, Hastings, Nebraska 68901. Copies of the plans and specifications in electronic (PDF) format may be obtained by visiting the City of Hastings Website: www.cityofhastings.org/bids. A paper copy is available for \$75.00, plus sales tax (\$5.25), plus shipping.

Each bid shall be accompanied by a certified check, drawn on a solvent bank in the State of Nebraska, or a bid bond in an amount of not less than five percent (5%) of the total bid of all contract construction costs, made payable to the City Treasurer of the City of Hastings, Nebraska, as security that the bidder to whom the contract may be awarded will enter into a contract to build all the improvements in accordance with this notice and give bond in the sum hereinafter provided for the construction of improvements.

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.

Time is of the essence in this contract. In evaluating bid(s) received, the City will consider the timelines of completion of prior construction contracts, existing workload of bidders and available manpower that bidder commits to the project.

The successful bidder will be required to furnish a Performance Bond in the sum of the full amount of the Contract within ten (10) days of the date of award. No additional time will be allowed the Contractor for providing the Performance Bond.

DATED AT HASTINGS, NEBRASKA, this 15th day of May, 2023.

Kimberly S Jacobitz, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication

May 17, 2023

May 24, 2023

IF YOU HAVE QUESTIONS OR
NEED HELP ON THESE SPECIFICATIONS
PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Dale Reinhold
Electrical Engineer
Ph# 402-462-3661
Email: bidquestions@cityofhastings.org

General Questions or Requests

Renaë Griess
Engineering Admin Assistant
Ph# 402-462-3665
Email: bidquestions@cityofhastings.org



INSTRUCTIONS TO BIDDERS

All proposal information, including any unit price fill in sheets or other required information, shall be submitted on the proposal forms hereto attached. Copies of addenda, if any, shall be signed and attached. City of Hastings does NOT accept faxed or emailed bid returns.

Bidders shall inform themselves of all relevant matters, and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might not have fully informed himself, prior to the bidding.

The Bidder bidding on the Specifications herein, who has exceptions to those called for in the Specifications, must so state in the space provided below and/or attach a letter explaining in detail the exceptions taken to those required in the Specifications. This letter of explanation shall become a part of the bid and shall be attached hereto. Failure by the Bidder to outline his exceptions will require the successful Bidder to comply with these Specifications.

EXCEPTIONS TO SPECIFICATIONS:

The Purchaser will not assume obligations resulting from losses or damages until acceptance of the equipment.

Checks of unsuccessful Bidders will be returned when their bids have been rejected and they will not be retained in excess of sixty (60) days from the date bids are opened. The check of the successful Bidder will be retained until the contract is awarded. Should the successful Bidder fail to perform as the Proposal and Specifications indicate, the City may use the check as liquidated damages within fifteen (15) days after written notice is given to the party who submitted the successful bid.

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed contract documents, he may submit to Purchaser a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Purchaser will not be responsible for any other explanation or interpretation of the proposed documents.

All addendums must be signed and attached to bid documents or proposal will not be accepted.

IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

To hand deliver, please drop off between the hours of 8:00am – 5:00pm Monday-Friday.

Your Return Address

City of Hastings
Attn: Renae Griess
1228 N Denver Ave
Hastings, NE 68901

**This Information MUST BE typed or written in the lower left hand corner of return envelope
OR SIMPLY CUT OUT AND TAPE ON YOUR RETURN ENVELOPE**



BID DOCUMENTS ENCLOSED
ATTN: Renae Griess
Contract No: HU 2023-49
7th Street Sub Firewall
Bid Opens: Tuesday, June 6, 2023 @ 1:30 pm

If returning Fed-X or similar carrier, please enclose the bid in an “inner” envelope which is sealed. Please make sure BOTH envelopes are properly marked on the OUTSIDE OF THE ENVELOPE as shown in the example above.

One bid per envelope. Bid submittal via email is not allowed. Bids must be checked in to the City Clerk prior to 1:30 pm deadline.

**FORMAL PROPOSAL FOR
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TO: City of Hastings
1228 N. Denver Ave
Hastings, NE 68901

Bid Opening: June 6, 2023 (Tuesday)
**SEALED BIDS MUST BE RECEIVED BY 1:30
P.M. AND WILL BE OPENED PROMPTLY AT
THAT TIME**

We, the undersigned, being familiar with all parts of these documents, being Notice to Bidders, Bid Proposal Price Sheets, Contract Document Forms, Plans and Specifications, Affidavit, and all other parts of this document, do herein submit our proposal **for HU 2023-49**, for the following price as shown on the fill in sheets, **including Nebraska Sales Tax.**

The labor portion is not subject to sales tax; however, the material portion is taxed accordingly. See following tax rules and regulation language*.

00320 – Proposal Fill-In Information			
00320.1 General Proposal Information			
00320.1.1 Bidder's Contact Information and Diversity Status			Bidder Response
Bidder's Proposal Number			
Bidder's Proposal Date			
Corporate Information			
Company Name			
Taxpayer ID Number (or EIN)			
If PO awarded to Bidder, Purchase Order Addressee Name (Primary Contact)			
Title			
Address/Number, Street			
Address/City, State, Zip Code			
Email			
Phone			
Bidder Technical Contact Name			
Email			
Phone			
Bidder Commercial Contact Name			
Email			
Phone			
00320.1.2 Addenda			
Number	Date	Description	Included in Proposal? (Yes/No)
00320.1.3 Taxes			
Does your proposal comply with the tax requirements? (Yes/No)			
00320.1.4 Proposal Validity			

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00320.1.4.1 Is the Proposal Validity Period 90 days from the Proposal Due Date? (Yes/No)	
00320.1.4.2 Bidder's Proposal Expiration Date	
00320.1.4.3 Is Unit Adjustment Pricing firm until the end of the Warranty Period? (Yes/No)	
003020.1.5 Warranty Confirmation	
Cost for warranty (12 months from project substantial completion) provided (Yes or No)	
If No, please insert the price adder to meet the required base warranty period.	

00320.1.5 Declared Exceptions and Clarifications to the RFP Requirements			
An exception is any variation from an express RFP requirement. A clarification is the means by which you offer to meet an RFP requirement if the RFP does not identify the specific means by which the requirement must be met. By submitting your proposal you hereby certify that the exceptions and clarifications listed below are your complete and exhaustive exceptions and clarifications to the RFP requirements. Provide specific explanations and accurately reference the RFP article number to which each applies. Exceptions of a general nature or that refer to your standard specifications or terms are not acceptable and will reflect unfavorably upon your company.			
00320.1 General Proposal Information			
00320.1.5.1a Does your proposal comply with all Commercial/Technical requirements?			
00320.1.5.1b If No, are all exceptions and clarifications listed below in Articles 00320.1.5.2 and 00320.1.5.3? (Yes/No)			
00320.1.5.2 Commercial Exceptions and Clarifications			
Count	RFP Article Reference	Exception or Clarification	Stated Commercial Exceptions and Clarifications
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
00320.1.5.3 Technical Exceptions and Clarifications			
Count	RFP Article Reference	Exception or Clarification	Stated Technical Exceptions and Clarifications

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1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

00320.2 Proposal Pricing					
The base price is the fixed lump sum price for the base scope of Work described in the RFP. Do not include option pricing or alternative scope pricing in the base price.					
00320.1 General Proposal Information					
Base Price					\$ -
00320.2.1 Base Price Breakdown					
Item 1	Equipment and Materials	UOM	QTY	Unt Price	Extended Price
East 7th Street					
1	7th Street Substation Firewall	EA	1		\$ -
					\$ -
					\$ -
					\$ -
Item 2	Transportation/Delivery/Freight - All costs to pack, mark, and deliver equipment and materials DAP/DDP-Jobsite (Incoterms 2010)				\$ -
Total (Should Equal Base Price Above)					\$ -

00320.5 Payment Schedule		
If you do not agree with the payment schedule below, declare an exception in Article 00320.1.5 and propose and alternate payment schedule		
00320.1 General Proposal Information		
Description	% of Purchase Order Total Price	Bidder Agrees (Yes/No)
Upon Delivery of all Equipment and Materials DAP/DDP Jobsite (Incoterms 2010)	90%	
Upon Project Completion	10%	
00320.6 Logistics		
00320.6.1 Jobsite Storage Requirements		Bidder Response

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00320.1 General Proposal Information	Yes/No	
If yes, did you include special storage requirements in your proposal?	Yes/No	
00320.6.2 Shipments		
Will the Work be completely manufactured in your facilities?	Yes/No	
Origin	Country, State/Province, City	
For shipments that are Ocean FCL (Full Container Load), can your facility load those containers?	Yes/No/NA	
Will any part of the Work be manufactured in the facilities of others?	Yes/No	
Origin	Country, State/Province, City	
	Ex Works Delivery Locations	
For shipments that are Ocean FCL (Full Container Load), can the facilities of others load those containers?	Yes/No/NA	
Number and Type of Shipments (TL, LTL, Ocean LCL, FCL, or Breakbulk)	Count/Type	
If TL/FCL - Total Number and Type of Truckload or Ocean Container(s)	Count	
If LTL/LCL or Breakbulk - Gross shipping weight of each shipping unit	lb/kg	
If LTL/LCL or Breakbulk - Dimension (L x W x H) of each shipping unit	in/mm	
Do any of the Goods being supplied have an Export Control Classification Number (ECCN) other than EAR99?	Yes/No	

00320.7 Subcontracting		Bidder Response
Except for the supply of expendable materials or minor components, do you plan to subcontract any of the Work?	Yes/No	
If yes, did you include a list of Sub-suppliers with your proposal?	Yes/No	

00320.8 Not Used				
00320.8.1.2 Purchaser's Anticipated Award Date:				June 12 2023
Based on the anticipated award date, indicate Bidder's ability to meet the Early / Required Delivery Dates, regardless of stated lead times.				
Delivery DAP/DDP Jobsite	Early Delivery**	Required Delivery		Bidder Response
7th Street Substation Firewall	30-Oct-23	17-Nov-23	Yes/No	
** Purchaser will not accept delivery of the Work prior to the "Early Delivery" date unless previously agreed by Purchaser in a Purchase Order Revision. Delivery in the period between the "Early Delivery" and "Required Delivery" date is at the discretion of the successful bidder.				

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00320.8.2 Schedule of Submittals and Applicable Liquidated Damages								
Will you meet the below submittal dates as required by the RFP?							Yes/No	
00320.1 General Proposal Information							Yes/No	
Effective Date: June 12 2023								Bidder Complies? Yes/No
This list may not be all-inclusive. It will, however, remain the successful Bidder's responsibility to comply with submittal requirements whether or not the submittal is included in the following list:								
Item No.	Reference	Submittal Item	Submittal Dates			LDs Apply?		
			Calendar Days	Event	Due Date			
Technical Submittals								
T01	7th St Sub	Firewall Shop Drawings	60	After	Effective Date		No	

For purposes of sales/use tax, this project falls under Nebraska Sales and Use Tax Regulation 1-017 for Contractors. By definition, a contractor is “any person who repairs property annexed to, or who annexes property to, real estate, including leased property, by attaching building materials to the annexed property or improvement being built or repaired, or who arranges for annexation of property.” Please refer to www.revenue.nebraska.gov/salestax.html for additional information.

For calculating this proposal:

- All contractors are to include sales/use tax on materials in the bidder’s prices, if applicable.
- **Option 1 contractors must separately state materials, sales tax, labor, and other charges on all invoices for the project. Any invoices submitted that do not include this required breakdown of the charges will not be accepted for payment. (This requirement does not apply to Option 2 or 3 contractors.)**
- The sales/use tax rate on building materials is 7.0% for projects within Hastings’ city limits and 5.5% for projects outside of city limits.
- Contractor labor charges for this proposal are not subject to sales/use tax per the Nebraska Department of Revenue Notice to Contractors effective October 1, 2007.
- In submitting this bid, the bidder certifies that he will comply with all applicable laws, ordinances, and codes of the City of Hastings and the State of Nebraska.
- For this project, Contractor will supply all materials.

What contractor option have you registered with the Nebraska Department of Labor (must select one)? Please refer to <https://dol.nebraska.gov> for additional information.

Option 1 _____

Option 2 _____

Option 3 _____

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Is Nebraska Sales/Use Tax included in the pricing.

Yes _____ No _____

(ALL COSTS TO INCLUDE CITY AND STATE SALES TAX)

Any modification of bid proposal will be considered non-conformance of the bid. All exceptions to the proposal shall be noted as an exception to the bid.

City of Hastings may at its own discretion delete any project area and / or component prior to award of contract.

In submitting this proposal, it is further understood that the City of Hastings reserves the right to reject any or all proposals and may waive any informalities and may accept the proposal which best suits its needs. It is further understood that this proposal may not be withdrawn for a period of sixty days (60) days after bids are opened.

All proposals shall have original signatures. Electronic time-stamped signatures will be acceptable. Photocopied or printed versions of bid bonds will be accepted without original signatures, however a hardcopy with original signatures must be received by City of Hastings within 5 business days.

OFFICIAL NAME & ADDRESS

Firm Name	Signature
Address	Typed or Printed Name
City, State, Zip	Title
Phone No.	Date
Fax No.	Email Address

**ALL BIDS MUST BE CHECKED IN TO CITY CLERK
PRIOR TO 1:30 PM DEADLINE**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2023 by and between City of Hastings, Part of the First Part, hereinafter called the "Purchaser" or "City", and

a _____ of (town) _____ in the State of _____, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH: THAT,

WHEREAS: The Purchaser has caused the necessary contract documents to be prepared for defining material, equipment, and/or labor to be supplied to the City of Hastings and delivered complete as specified in the accompanying contract documents.

WHEREAS: The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor", "Party of the Second Part", for material, equipment, and/or labor as hereinafter set forth and as stated more in detail in the Proposal and related contract documents to wit; Notice to Bidders, Instructions to Bidders, Specifications; all of which documents are attached hereto and made a part of this Contract.

NOW, THEREFORE: It is hereby agreed that for the sum of _____ (\$ _____)

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for

7TH STREET SUB FIREWALL

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All materials, equipment, and/or labor shall be in accordance with the accompanying contract documents and specifications which are as much a part of this Agreement as if repeated verbatim herein.

It is further agreed that the Contractor will start work promptly, furnish the necessary drawings promptly and complete the work in the number of days set forth in the Proposal.

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set

AGREEMENT

their hands and seals on the day and year above written.

CITY OF HASTINGS
Party of the First Part

By: _____

Title: _____

Date: _____

CONTRACTOR
Party of the Second Part

By: _____

Title: _____

Date: _____

Note: If executed by one other than President, Partner or the individual Owner, a Power-of-Attorney authorizing execution should accompany this Contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
as principal, and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of Nebraska, as surety are held and firmly
bound unto the CITY OF HASTINGS, NEBRASKA, a municipal corporation organized and
existing under the laws of the State of Nebraska, hereinafter referred to as CITY, in the penal sum
of _____
Dollars (\$ _____), lawful money of the United States, for the payment of
which will and truly be made, we the said principal and the said surety do hereby bind ourselves,
our heirs, executors, administrators and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that, whereas the principal, by an instrument in
writing attached hereto and bearing the date of _____20__, has agreed with the
CITY to do all work necessary and to furnish all labor, materials, supplies, tools and equipment to

as specified thereby and in the specifications, proposals and contract forming the Contract
Documents attached thereto and made a part hereof:

NOW THEREFORE, if the principal shall well and truly in good, sufficient and in a
workmanlike manner, and to the satisfaction of the CITY perform and complete the work required,
and shall defend, indemnify and save harmless the CITY against all damages, claims, demands,
expenses and charges of every kind (including claims of patent infringement) arising from any act,
omission or neglect of said principal, his agents, servants or employees, with relation to said work,
and shall pay all costs, charges, rentals and expenses for labor, materials, supplies and equipment
and deliver the said improvement to the CITY completed and ready for operation and free from all
encumbrances or claims for labor, materials or otherwise, and shall pay all other expenses lawfully
chargeable to the CITY, and this bond shall also be for the use and benefit of all persons who may
perform any work or labor or furnish any material in the execution of said Contract and may be
sued on thereby in the name of any such party claiming the benefit hereof, then this obligation

PERFORMANCE BOND

shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in full force and effect for the full guarantee period provided in the specifications contained herein.

PROVIDED FURTHER, that said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to terms of the Contract, to the work or to the specifications.

PROVIDED FURTHER, that if the principal of his, their or its subcontractor or subcontractors fail to duly pay for any labor, materials team, hire sustenance, provisions, provender or any other supplies or materials used or consumed by such contractor of his, their or its subcontractors in performance of the work contracted to be done, the surety will pay the same in any amount not exceeding the sum specified in the bond together with interest as provided by law.

IT WITNESS WHEREOF, said principal and surety have hereunto set their hands and seals at _____ this ____ day of _____, 20____,

This Bond is executed in triplicate counterparts.

	_____	Principal
(Seal)	_____	Street Address
_____	_____	City, State, Zip
Witness	_____	Name of Person Executing
	_____	Surety

ATTEST: _____

By: _____

Title: _____

INSURANCE COVERAGE

The undersigned hereby certifies that Workmen's Compensation, Public Liability and Property Damage, and Automobile Liability and Property Damage Insurance are in force and effect in accordance with the requirements contained in "Instruction to Bidders" which is a part of this document "Bid Proposal and Specifications". We further agree to give ten (10) days notice to the City of Hastings before effective date of cancellation or reduction of any of the above coverage.

This Insurance Coverage applies only to _____

Dated _____

CONTRACTOR

By _____

Title _____

Date _____

INSURANCE COMPANY

By _____

Title _____

Address _____

Date _____

SECTION 1 - GENERAL CONDITIONS

GENERAL CONDITIONS

GC.1 Contract Documents

It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Data, Contract Agreement, Performance Bond, Payment Bond, General Conditions, Special Conditions, Specifications, Drawings, Addenda, and Change Orders issued by the Purchaser or the Engineer, and specifications and engineering data furnished by the Contractor and accepted by the Purchaser, are each included in this Contract and the work shall be done in accordance therewith.

GC.2 Definitions

Words, phrases, or other expressions used in these contract documents shall have meanings as follows.

1. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
2. "Purchaser" shall mean the City of Hastings named and designated in the Contract Agreement as "Party of the First Part," and their duly authorized agents. All notices, letters, and other communication directed to the Purchaser shall be addressed and delivered to:

City of Hastings
1228 North Denver Avenue
P.O. Box 398
Hastings, Nebraska 68902-0289
Attention: Mr. Dale Reinhold
Electrical Engineer
3. "Contractor" shall mean the corporation, company, partnership, firm or individual named and designated in the Contract Agreement as the "Party of the Second Part," who has entered into this Contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives.
4. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents.
5. "Engineer" shall also refer to City of Hastings as the purchaser.
6. "Date of contract," or equivalent words, shall mean the date written in the first paragraph of the Contract Agreement.
7. "Day" or "days," unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
8. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.

SECTION 1 - GENERAL CONDITIONS

9. "Drawings" or "plans" shall mean all (a) drawings furnished by the Purchaser as a basis for proposals, (b) supplementary drawings furnished by the Purchaser to clarify and to define in greater detail the intent of the contract drawings and specifications, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Purchaser, (d) drawings furnished by the Purchaser to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Engineer.
10. Whenever in these contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Purchaser or Engineer is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Purchaser or the Engineer has any authority or responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefor being strictly reserved for the Contractor.
11. Similarly the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Purchaser or Engineer, to the extent provided in (10) above.
12. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.
13. "Official acceptance" shall mean the Purchaser's written acceptance of all work performed under this Contract, based on the Engineer's final inspection and issuance of a final payment certificate.
14. "Project completion" shall mean that the Firewall has been installed at the 7th Street Substation.
15. "Final Acceptance" shall mean that all work has been completed in accordance with these specifications, the project has been walked down, punch list items have been completed, and Purchaser is ready to accept the Work as complete.
16. "Stop Work Order" shall mean that the Purchaser will provide a written order to the Contractor requiring the Contractor to stop all, or any part of, the work called for by this Contract, for a time defined by the order. The order shall specify the reasoning for the suspended work, which may include, but are not limited to, engineering considerations, changes to the project scope, safety or environmental concerns, or other issues detrimental to the project. Upon receipt of the order, the Contractor shall

SECTION 1 - GENERAL CONDITIONS

immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order. As soon as practical, the Purchaser and Contractor shall discuss the impacted activities, schedule, materials, labor, and equipment. If applicable, Purchaser and Contractor will seek to negotiate an equitable adjustment in the schedule, Contract price, or both, and the contract shall be modified, or a change order issued, as necessary. Upon any agreement and finalization of commercial conditions, Purchaser to provide written order to cancel the stop work order.

GC.3 Execution of the Contract

Once the bids have been evaluated, the Purchaser will electronically submit the Contract Agreement to the Contractor. The Contractor shall sign the Contract Agreement and return to Purchaser for the final approval process. Upon final approvals, the Contract Agreement will be signed by the Purchaser and electronically returned to the Contractor. Contractor shall then mail one hardcopy of required bonds, one electronic or hardcopy of insurance documents, and one electronic or hardcopy of power of attorney forms to the Purchaser. The date of contract on the bond forms and power of attorney forms shall match the date provided on the Contract Agreement by the Purchaser.

The Purchaser will review the final documents and electronically send a final conformed contract to the Contractor.

GC.4 Legal Addresses

The business address of the Contractor listed in the Proposal is hereby designated as the place to which all notices, letters, and other communication to the Contractor will be mailed or delivered. The address of the Purchaser appearing in section GC.2 is hereby designated as the place to which all notices, letters, and other communication to the Purchaser shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the Engineer and to the other party.

GC.5 Scope and Intent of Contract Documents

The various parts of the contract documents are intended to supplement but not necessarily duplicate each other. Any work exhibited in one part and not in another shall be executed as if it had been set forth in all parts, so that the work will be performed according to the complete design as determined by the Engineer.

Should anything necessary for a clear understanding of the work be omitted from the contract documents, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the Engineer before proceeding with the work affected thereby. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

GC.6 Independent Contractor

The relationship of the Contractor to the Purchaser shall be that of an independent contractor.

SECTION 1 - GENERAL CONDITIONS

GC.7 Assignment

The Contractor shall not assign the work, or any part thereof, without the previous written consent of the Purchaser, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless written consent of the Purchaser has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder shall be asserted against the Purchaser, or persons acting for the Purchaser, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the Purchaser. In case the Contractor is permitted to assign moneys due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

GC.8 Oral Statements

It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the Purchaser, and oral statements shall not be effective or be construed as being a part of this Contract.

GC.9 Reference Standards

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

GC.10 Source of Materials

To the extent possible, materials, and equipment (including components thereof) furnished under these specifications shall be produced, processed, manufactured, and assembled within the United States of America. Substitution of foreign materials for domestic materials will not be permitted unless such substitution is clearly stated in the Proposal and accepted by the Purchaser.

GC.11 Contractor to Check Drawings and Lists

The Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and lists furnished to him by the Engineer. The Contractor shall notify the Engineer of any discrepancy between the drawings and the conditions at the site, or any error or omission in the drawings, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or other contract documents that a reasonable inspection of them by Contractor would reveal. Full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GC.12 Figured Dimensions to Govern

Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. No work indicated on the drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Engineer.

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GC.13 No Waiver of Rights

Neither the inspection by the Purchaser or Engineer or any of their officials, employees, or agents, nor any order by the Purchaser or Engineer for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Purchaser or Engineer, nor any extension of time, nor any possession taken by the Purchaser or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Purchaser, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

GC.14 Authority of the Engineer

To prevent delays and disputes, and to discourage litigation, it is agreed by the parties to this Contract that the Engineer shall determine the quantities of work which are to be paid for under the contract and shall resolve all questions in relation to the work.

If, in the opinion of the Contractor or the Purchaser, a decision made by the Engineer is not in accordance with the meaning and intent of the contract, either party may file with the Engineer and the other party to the contract, within 30 days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered acceptance of the Engineer's decision and the decision shall become final and conclusive.

The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration or to start action in court.

It is the intent of this agreement that there shall be no delay in the execution of the work and the decision of the Engineer as rendered shall be promptly observed.

GC.15 Engineering Inspection

The Purchaser may appoint (either directly or through the Engineer) such inspectors as the Purchaser deems proper to inspect the work for compliance with the contract documents. The Contractor shall furnish all reasonable assistance required by the Engineer, or inspectors, for the proper inspection of the work. Should the Contractor object to any interpretation of the contract by an inspector, the Contractor may make written appeal to the Engineer for a decision.

Inspectors shall have the authority to reject work which is unsatisfactory, faulty, or defective or does not conform to the requirements of the contract documents. Inspection shall not relieve the Contractor from any obligation to construct the work strictly in accordance with the contract documents.

Upon the failure of the Contractor or its Subcontractors to comply with any of the requirements of this Contract (but not limited to quality or safety), the Purchaser shall have the authority to stop any portion of the work affected by such failure until such failure is remedied. If the Purchaser issues a Stop Work Order, the Purchaser shall not be liable for any costs or expenses claimed by Contractor arising out of such issuance. The construction

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schedule shall not be delayed or extended as a result of the Purchaser's issuance of a Stop Work Order.

GC.16 Contractor Default

If the work to be done under this Contract is abandoned by the Contractor; or if this Contract is assigned by him without the written consent of the Purchaser; or if the Contractor is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor or any of his property; or if at any time the Engineer certifies in writing to the Purchaser that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this Contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Purchaser may serve written notice upon the Contractor and his surety of the Purchaser's intention to terminate this Contract. Unless within 5 days after the serving of such notice, a satisfactory arrangement is made for continuance, this Contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within 30 days, the Purchaser may take over and prosecute the work to completion, by contract or otherwise. The Contractor and his surety shall be liable to the Purchaser for all excess cost sustained by the Purchaser by reason of such prosecution and completion. The Purchaser may take possession of, and utilize in completing the work, all materials, equipment, tools, and plant on the site of the work.

GC.17 Beginning, Progress, and Completion of the Work

The time of completion is a basic consideration of this Contract. Unless otherwise specified in these contract documents or advised by written order of the Purchaser, the Contractor shall begin work within 10 days after the date of contract. The work shall be prosecuted to completion in accordance with the specified schedule, subject to adjustment as provided in these contract documents.

A detailed construction schedule shall be prepared by the Contractor and submitted to the Purchaser for review. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the Purchaser reserves the right to require the Contractor to modify any portion of the schedule the Purchaser determines to be impracticable or unreasonable; as required to coordinate the Contractor's activities with those of other contractors, if any, engaged in work for the Purchaser on the site; to avoid undue interference with the Purchaser's operations; and to assure completion of the work by the date or dates stipulated. Upon acceptance by the Purchaser of the Contractor's detailed construction schedule, the Contractor will be responsible for maintaining such schedule.

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If at any time the Contractor's work is behind schedule, he shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the Purchaser.

GC.18 Hindrances and Delays

The Contractor expressly agrees that in undertaking to complete the work within the time specified, he has made allowances for all hindrances and delays which might usually be expected to occur in performing the work. No claims shall be made by the Contractor for such hindrances and delays.

If the Contractor experiences hindrances and delays which, in his opinion, are not usually to be expected in the performance of the work and which affect the performance of the work, he may request a change in the contract. Such hindrances and delays may include, but not be limited to, acts or failure to act by the Purchaser or other contractors employed by the Purchaser, fires, floods, labor disputes, epidemics, or acts of God. Such hindrances and delays shall not include rain, snow, or other non-severe inclement weather. Claims by the Contractor for any change in the contract due to such hindrances and delays shall be made in accordance with the requirements of Article GC.22, CHANGES TO THE CONTRACT. The Contractor shall use all reasonable means to minimize the extent of the delay.

GC.19 Suspension of Work

The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. Suspension or reinstatement of the work will be by written notice to the Contractor from the Purchaser.

Suspension of work shall not automatically entitle the Contractor to additional compensation or a change in the contract time; however, the Contractor will be reimbursed for real and unavoidable direct costs incurred by him as a result of such suspension and/or the contract will be extended as required to compensate for any delay due to such suspension. Claims by the Contractor for change of contract time or an adjustment of the contract price, due to work suspensions ordered by the Purchaser shall be made in accordance with the requirements of Article GC.22, CHANGES TO THE CONTRACT. The Contractor shall use all reasonable means to minimize the consequences of such suspension.

GC.20 Cancellation of Work

The Purchaser reserves the right to cancel the unshipped portion of the work by giving written notice to the Contractor. In the event of cancellation, the Purchaser will pay the Contractor reasonable and proper cancellation costs.

Cancellation of the work shall not constitute the basis for a claim for damages or loss of anticipated profits.

The Contractor shall, after consultation with the Purchaser, take all reasonable steps to minimize the costs related to cancellation. The Contractor shall provide the Purchaser with an accounting of costs claimed, including adequate supporting information, and the Purchaser may, at its expense, audit the claimed costs and supporting information.

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GC.21 Modifications

The Contractor shall modify the work whenever so ordered by the Purchaser and such modifications shall not affect the validity of the contract. Modifications may involve changes in the amount of the work to be performed or changes in the contract time for which appropriate changes to the contract will be made.

Contract changes due to modifications shall be made in accordance with the requirements of Article GC.22, CHANGES TO THE CONTRACT.

GC.22 Changes to the Contract

The contract may be changed only by duly executed change orders issued by the Purchaser.

If, in the opinion of the Purchaser or the Contractor, any event or action by the other party justifies a change in the contract, either party shall initiate with the other party, within 5 days after such event or action, a request for a change to the contract. All documentation required to substantiate the proposed change shall be submitted within a minimum reasonable time after initiating the request for change. Upon the parties reaching agreement regarding the proposed change, the Purchaser will issue a written change order therefor.

Notwithstanding the foregoing provisions requiring duly authorized change orders, in the event agreement has been reached between authorized representatives of the parties regarding the change in the contract pending processing of such change order, the Contractor shall proceed with the work on the basis of written interim authorization from the Purchaser.

If the Contractor claims that any instruction, request, drawing, specifications, or other directive or action of the Purchaser or the Engineer constitutes a change in the contract, but has not been authorized as such by a change order in writing by the Purchaser, the Contractor shall immediately request a written interim authorization and proceed without delay to perform the work in accordance with such authorization. The Contractor shall provide written notice of the claim or dispute to the Engineer and the Purchaser within 5 days of the request for interim authorization. The Contractor's failure to give said written notice within the 5 day period shall constitute a waiver and relinquishment of any such claim or dispute. The Purchaser's written interim authorization shall not constitute approval of the claim for increased or decreased work, but shall be a condition precedent to the Contractor's right to receive payment for such work and to the Contractor's right to prosecute or maintain any proceeding to recover for such work.

GC.22.1 Contract Price Changes

The contract price may be changed due to modifications which involve extra work or decreased work; or due to work suspensions, hindrances, and delays over which the Contractor has no control. Claims for changes in the contract price shall conform to the requirements specified herein.

GC.22.1.1 Increased Price

If a change in the contract is required due to work suspensions or hindrances and delays, the contract price will be increased according to agreed lump sums, agreed acceleration costs, or

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other demonstrable costs submitted by the Contractor and substantiated to the satisfaction of the Purchaser.

If a change in the contract price is required due to a modification which increases the amount of the work, and the added work or any part thereof is of a type and character which can properly and fairly be classified under one or more unit price items of the contract, then the contract price will be increased according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as herein-after provided.

Contract price changes for modifications involving extra work will be based on agreed lump sums or on agreed unit prices whenever the Purchaser and the Contractor agree upon such prices before the extra work is started; otherwise, payments for extra work will be based on actual direct cost plus the specified percentage allowance.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall indicate itemized quantities and charges for all elements of direct cost. Charges for the Contractor's and subcontractor's extra profit, extra general superintendence, extra field office expense, and extra overheads shall be indicated as a percentage addition to the total estimated direct cost. Unless otherwise agreed upon by the Contractor and the Purchaser, such percentage additions shall be 15 percent for the extra work performed by the Contractor's own forces or 20 percent for extra work performed by a subcontractor.

When payment for extra work is based on actual direct cost, the Contractor will be paid the actual direct cost plus an allowance of 15 percent if the extra work is performed by the Contractor's own forces or 20 percent if the extra work is performed by a subcontractor. The allowance will be paid as full compensation for the Contractor's and sub-contractor's extra profit, extra general superintendence, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual direct cost.

The actual direct cost shall include only those extra costs for labor and material expended in direct performance of the extra work and may include the following.

- a. The actual payroll cost of all workmen such as laborers, mechanics, craftsmen, and foremen.
- b. The Contractor's or subcontractor's net cost for materials and supplies.
- c. The rental charge for vehicles and construction equipment.
- d. The transportation charges for equipment.
- e. The charges for extra power, fuel, lubricants, water, and special services.
- f. The charges for extra payroll taxes, bond premiums, and insurance premiums.

The form in which actual direct cost records are kept, the construction methods, and the type and quantity of equipment used shall be acceptable to the Engineer.

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Construction equipment which the Contractor has on the jobsite and which is of a type and size suitable for use in performing the extra work shall be used. The hourly rental charges for equipment shall not exceed 1/2 percent of the latest applicable monthly rental rates as published by Dataquest Incorporated in its "Rental Rate Blue Book" and shall apply to only the actual time the equipment is used in performing the extra work.

When extra work requires the use of equipment which the Contractor does not have on the jobsite, the Contractor shall obtain the concurrence of the Engineer before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable "Rental Rate Blue Book" published rental rates.

GC.22.1.2 Decreased Price

If a change in the contract price is required due to a modification which decreases the amount of work, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices, the Engineer shall determine, on an equitable basis, the amount of:

- a. Credit due the Purchaser for contract work deleted as a result of an authorized change,
- b. Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and
- c. Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed upon by the Purchaser and the Contractor, the credit due the Purchaser for reductions in the amount of work to be done shall be the estimated direct cost of the deleted work plus an overhead allowance of the following.

- 10 percent of the estimated direct cost if the work was to have been done by the Contractor's own forces, or
- 15 percent of the estimated direct cost if the work was to have been done by a subcontractor.

Direct cost referred to above shall include the category of costs listed as actual direct costs, Items (a) to (f) inclusive of the article entitled Increased Price.

GC.22.2 Contract Time Changes

The contract time may be changed due to work modifications, hindrances and delays, and work suspensions over which the Contractor has no control.

Contract time will not be changed for delays caused by unfavorable weather or unsuitable ground conditions normally incident to the work, inadequate construction force, failure to place timely orders for equipment and materials, or other causes within the control of the Contractor.

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GC.23 Step Dispute Resolution

In the event of any controversy, claim or dispute between the Parties arising out of or relating to this Agreement, including its enforcement, such controversy, claim or dispute, including disputes regarded as such by only one of the Parties, the Parties shall negotiate in good faith to resolve such dispute, including third party mediation, if the Parties so agree.

If no settlement is achieved, either Party may pursue a claim in a federal or state court with competent jurisdiction.

GC.24 Laws and Regulations

The Contractor shall observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Purchaser and the Purchaser's officers and agents, including the Engineer, against any claim or liability arising from or based on any violation of the same.

GC.25 Taxes, Permits, and Licenses

The Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the Purchaser or Contractor in connection with the work and shall obtain and pay for all required licenses, permits, and inspections.

The Contractor will be compensated for any increase in tax rates, license fees, and permit fees or any new taxes, licenses, or permits imposed after the date of the Proposal; provided, however, that this provision shall be limited to sales, use, and excise taxes assessed against the completed work and to licenses and permits required specifically for the proposed work.

GC.26 Patents

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the work shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Purchaser for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Purchaser will not be made while any such suit or claim remains unsettled.

GC.27 Materials and Equipment

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Purchaser in each case.

All required tests in connection with acceptance of source of materials shall be made at the Contractor's expense by a properly equipped laboratory of established reputation whose work and testing facilities are acceptable to the Purchaser. Any change in origin or method of

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preparation or manufacture of a material being routinely tested will require new tests. Reports of all tests shall be furnished to the Engineer or Purchaser in as many copies as required.

GC.28 Guarantee

The Contractor guarantees that the work herein contracted will be as specified and will be free from defects in design, workmanship, and materials. Contractor does not guarantee or warrant parts subject to normal wear and tear during operation. If within the guarantee period the work fails to meet the provisions of this guarantee, the Contractor shall promptly correct any defects, including nonconformance with the contract documents by adjustment, repair, or replacement of all defective parts or materials at the Contractor's option and expense, after consulting with the Purchaser on the proposed remedy plans.

Except as otherwise prescribed by the terms of any special guarantees required by the contract documents, the guarantee period shall begin on the date of final payment and shall end 12 months later.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee and the period of the guarantee for each such repair or replacement shall be 1 year after correction of the defect except as otherwise prescribed by the terms of any special guarantees required by the contract documents.

The Contractor will be given an opportunity to confirm the existence of the defect, but he shall not delay the correction while making such determination.

If within 10 days after the Purchaser has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary repairs or adjustments, the Purchaser is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party; the cost of the work to be paid by the Contractor.

In the event of an emergency where, in the judgment of the Purchaser, delay would cause serious loss or damage, repairs or adjustments may be made by the Purchaser or a third party chosen by the Purchaser without advance notice to the Contractor and the cost of the work shall be paid by the Contractor or by the surety.

GC.29 Contractor's Insurance Coverage

The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

GC.29.1 Certificates of Insurance

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Certificates of Insurance acceptable to the Purchaser shall be filed with the Purchaser prior to commencement of the work. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies which are rated "A, X" or better by Best's Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the Purchaser.

GC.29.2 Proof of Carriage of Insurance. Satisfactory certificates of insurance shall be filed with the Purchaser prior to starting any construction work on this contract. The parties agree that the requirements with respect to requirements to procure and maintain insurance under this Section is a material part of this Agreement.

GC.29.3 Additional Insureds

Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the City of Hastings and their members, directors, officers, agents, and employees as named Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The Purchaser shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

GC.29.4 Waiver of Subrogation

To the extent permitted by applicable law, the Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Purchaser their partners, directors, officers, agents, and employees.

GC.29.5 Workers' Compensation and Employer's Liability Insurance

The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

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GC.29.6 General Liability Insurance

This insurance shall be written per project on an “occurrence” policy form, including coverage for premises/operations, products/completed operations, blanket contractual liability, independent contractors and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is “named insured” or “named additional insured” under the liability policy.

Limits of Insurance shall be as follows:

Each Occurrence Limit	\$1,000,000
Products/Completed Operations	\$2,000,000
General Aggregate Limit	\$2,000,000
Personal and Advertising Injury	\$1,000,000

GC.29.7 Automobile Liability Insurance

This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50’ railroad right of way exclusion must be deleted.

Limit of Liability	\$1,000,000 each accident
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GC.29.8 Umbrella Liability Policy

This insurance shall protect the Contractor and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than \$5,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, Purchaser reserves the right to require higher limits with respect to each project.

GC.29.9 Pollution Liability – Not Applicable

GC.29.10 Riggers Liability – If Applicable

Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Contractor shall carry Rigger’s Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost Basis.

GC.29.11 Railroad Protective Liability – Not Applicable

GC.29.12 Professional Liability – Not Applicable

GC.29.13 Transportation Insurance – Not Applicable

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GC.29.14 Property Insurance A.K.A. Builder's Risk - Not Applicable

GC.30 Indemnification

To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Purchaser, their officers, directors, members, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the negligent, wrongful, or defective performance of the work by the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the Purchaser, or of any of their officers, directors, members, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Purchaser, the Contractor, or any of their sub-contractors.

GC.31 Release of Liability

Acceptance by the Contractor of the last payment shall be a release to the Purchaser and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Purchaser or of any person relating to or affecting the work.

GC.32 Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Purchaser from all claims for labor and materials furnished under this Contract. When requested by the Purchaser, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Contract, for which the Purchaser may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the Purchaser, to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured.

Before final acceptance of the work by the Purchaser, the Contractor shall submit to the Engineer in duplicate a notarized affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. If a performance bond has been executed, a statement from the surety shall also be submitted consenting to the making of the final payment.

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GC.33 Final Inspection

When the work has been substantially completed and at a time mutually agreeable to the Purchaser and Contractor, the Purchaser will make a final inspection of the work as to the acceptability and completeness of the work.

GC.34 Payments

Payment will be based on the Contractor's progress payment which he will submit to the Purchaser for approval. The Purchaser will retain 10% of the total contract amount for all work. The Purchaser will reduce the retainage to 5% after the project is 50% complete.

GC.35 Hazardous Materials

As required under Federal Hazardous Communications Standards and certain state and local laws, the Contractor shall provide Material Safety Data Sheets covering all hazardous materials furnished under or otherwise associated with the work under this Contract. The Contractor shall provide the Purchaser with either copies of the applicable Material Safety Data Sheets or copies of a document certifying that no Material Safety Data Sheets are required under any federal, state, or local law, regulation, statute, or ordinance in effect at the jobsite.

Hazardous materials are defined in the applicable statute which may use the terminology "toxic substances" instead of "hazardous materials." The Contractor is responsible for determining if any substance or material furnished, used, applied, or stored under this Contract is within the provisions of any applicable statute.

If the work under this Contract includes onsite construction or erection, the Contractor shall provide written notice of the presence of hazardous materials to local fire, medical, and law enforcement agencies as required with a copy of such notice to the Purchaser.

The Contractor shall provide labeling of hazardous materials and training of employees in the safe usage of such materials as required under any applicable federal, state, or local law, regulation, statute, or ordinance.

GC.36 Liquidated Damages N/A

GC.37 Consequential Damages

Except for Supplier's third party obligations arising out of or liability for breach of Articles GC.26 and/or GC.30, Purchaser and Supplier will not be liable to each other for loss of profits, loss of use, loss of contracts, or consequential damages arising out of this Contract. This Section will not relieve Supplier of any obligation under GC.36.

GC.38 Limitation of Liability

With the exception of (a) indemnification stated in Article GC.30 and (b) the insurance coverages and limits set forth in Article GC.29, Supplier's total limit of liability on any

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claim, whether for breach of Contract, breach of warranty, tort, negligence, strict liability, or any other legal theory, for any loss or damage arising out of or connected to, or resulting from this Contract, shall be limited to the purchase price to be paid by Purchaser.

GC.39 Confidentiality

“Confidential Information” means the confidential or proprietary designs, know-how, processes, trade secrets, and other information owned or controlled by Purchaser, Engineer, or Supplier respectively. Supplier agrees to hold any Confidential Information received in the strictest confidence, shall only use the Confidential Information as necessary to perform the work. Purchaser agrees to hold any Confidential Information received in the strictest confidence and shall only use the confidential information as necessary for engineering, construction, start-up, commissioning, maintenance, or other purposes related to the project. Each party shall use the same degree of care as is used for its own information of similar importance, but no less than reasonable care.

GC.40 Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

GC.41 Fair Labor Standards

The Contractor agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract. Pursuant to the Title VI Non-Discrimination Program of the City of Hastings, Contractor agrees to comply with the provisions set forth by CITY’s Title VI Non-discrimination Program, if applicable. A copy of said provisions are as follows:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter “FHWA”) Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall

SECTION 1 - GENERAL CONDITIONS

not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Technical Scope and Performance Requirements

Technical Scope of Work

The work under these specifications shall include furnishing the following:

- **Precast Concrete Firewall System for East 7th St Substation**
- **All additional required equipment for proper installation by construction contractor**

All Work shall be produced in accordance with the current laws, ordinances, regulations, codes, standards, and rules applicable to Professional Engineers practicing in the state of Nebraska. If required by the applicable current laws, ordinances, regulations, codes, standards and rules; the Supplier design documents (calculations, drawings, specifications, statements of special inspections, certificates of compliance, etc.) shall be certified and sealed by an engineer licensed to practice in the state of Nebraska and shall be submitted to the Purchaser.

Drawings and Technical Attachments

This article lists the drawings and other technical attachments that have been prepared for the work under these specifications.

Engineer’s Attachments

The following listed attachments shall be part of the Purchase Order

Drawing No. or Other Designation	Rev. No.	Title
E. 7th St. Substation		
410456-SKE72023	A	115KV SUBSTATION FIREWALL SKETCH PLAN & DETAILS

Structural Precast Concrete Firewalls Data Sheet

Table 1 - General		
General		
1	Application	Design, furnish and install precast concrete firewalls complete with all embedments and accessories
2		
Codes and Standards		
3	Design and fabrication	ACI 301 "Standard Specification for Structural Concrete" ACI 318 "Building Code Requirements for Structural Concrete and Commentary" PCI MNL-116 "Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products" PCI MNL-120 "PCI Design Handbook – Precast and Prestressed Concrete"
4	Welding of structural steel	AWS D1.1

5	Building codes	International Building Code (IBC), 2018
6	Site conditions and design loads	Hastings, Nebraska
7	Production and erection tolerances	PCI MNL-135 "Tolerance Manual for Precast and Prestressed Concrete Construction"
8		

Table 2 – Products		
Materials		
9	Concrete	
10	Density	Normal weight
11	Minimum 28 day compressive strength	4000 psi (28 MPa)
12	Exposure Classes – See Note 1	F2
13	Reinforcement bars	
14	Deformed	
15	Billet steel	ASTM A615/A615M, Grade 60
16	Low alloy steel	ASTM A706/A706M
17	Epoxy-coated	ASTM A775/A775M or A934/A934M
18	Cold-drawn steel wire	ASTM A1064/A1064M
19	Welded wire fabric	
20	Plain steel	ASTM A1064/A1064M
21	Deformed steel	ASTM A1064/A1064M
22	Epoxy-coated	ASTM A884/A884M
23	Forms and accessories	
24	Forms	Rigid, dimensionally stable, warp- and buckle-free, non-reactive with concrete, and resulting in continuous and true concrete surfaces within production tolerances
25	Form liner	Providing face design, texture, arrangement, and configuration indicated on the drawings
26	Form release agent	Manufacturer's standard commercially produced, non-staining, compatible with subsequent surface and joint treatments
27	Embedments and fasteners	
28	Structural steel	ASTM A36/A36M
29	High-strength, low-alloy steel	ASTM A572/A572M, silicon and phosphorus limits as specified in PCI MNL 116
30	Malleable iron castings	ASTM A47/A47M
31	Stainless steel	ASTM A666, Type 304

32	Carbon steel plate	ASTM A283/A283M
33	Bolts	ASTM F3125/F3125M, ASTM A307
34	Welded studs	AWS D1.1, Type B
35	Carbon steel	ASTM A108. Grade 1010 thru 1020
36	Stainless steel	ASTM A276 or A493 in accordance with PCI MNL 116 Table 3.2.3
37	Deformed bar anchors	ASTM A1064/A1064M
38	Lifting inserts	Proprietary manufactured, meeting minimum requirements of OSHA 1926.704
39	Metal finishes	
40	Hot-dipped galvanizing	ASTM A153/A153M
41	Neoprene bearing pad	AASHTO M251
42	Cement grout	Prepackaged general purpose nonshrink grout or job mixed sand-cement mixture conforming to Section 03611 Use compressive strength greater than 5,000 psi (35 MPa) or the value indicated on the drawings
Requirements and Performance		
43	Purchaser Supplemental Requirements	
44	Supplemental loads for firewall attachments	See attached drawings for loads and sleeve penetrations
45	General Requirements	
46	Manufacturer	Certified under the Prestressed Concrete Institute (PCI) Certified Plant Program
47	Subcontractor Submittal Requirements	
48	General	Prepared, checked, and submitted per the requirements of the PCI Drafting Handbook, PCI MNL 119 Stamped by a Professional Engineer licensed in the state of Nebraska
49	Field erection data	Provide the following items: <ul style="list-style-type: none"> • Written instructions for proper structure assembly, erection, and inspection • Step-by-step instructions for the proper installation, tightening, and inspection of the connection bolts or weldments • Details and dimensions as required to coordinate hardware attachment and component clearances

50	Design data and design loads	<p>Provide the following items:</p> <ul style="list-style-type: none"> • Design loads including, but not limited to, dead, live, wind and seismic • Reactions (Unfactored) from precast unit connection points to be carried by the foundations
51	Detailed unit drawings	<p>Drawings shall include:</p> <ul style="list-style-type: none"> • Dimensions of unit • Concrete design strength • Matchmarks and piece marks • Description and location of reinforcement • Size, description, quantity, and location of holes and hardware • Location of pickup points and storage points
52	Erection drawings	<p>Erection drawings shall include:</p> <ul style="list-style-type: none"> • Product type, reinforcing section, individual piece mark, erection sequence, details, and sections necessary to properly install each precast unit • Location and type of reinforcement for each unit • Location of boxouts, including saddles, headers, and other special supports • Connection types and locations, including all connection accessories and hardware • Details for support locations for adjacent units, including details for corbels, brackets and other special supports • Handling and erection requirements, including all accessories and hardware required for transport and erection • Required bracing during erection for temporary construction conditions
53	Concrete Mix Design	<p>Provide a mix design for each product type including the following:</p> <ul style="list-style-type: none"> • Material sources • Quality of concrete materials • Test reports showing compressive strength • Test reports of testing required during production

54	Welding Procedures	Provide the following: <ul style="list-style-type: none"> • Written specifications • Certification of welders for erection at project site and manufacturer's facilities • If fabricated assemblies are to be supplied to the manufacturer by an outside fabricator, provide welding certifications by the manufacturer for each fabricated assembly
55	Recordkeeping	
56	Required records	Per the requirements of PCI MNL-116
57	Quality Control	
58	Fabrication and Testing Procedures	Per the requirements of the ACI Practices and PCI MNL-116
59	Material Storage Requirements	
60	Prestressing steel	Clean and free from rust, scale, and pitting Packaged in containers or other shipping forms for protection against damage during shipping
61	Corrosion inhibitor	Prevents rust or other results of corrosion No deleterious effect on the steel or concrete
62	Reinforcing steel/Embedments	Handle carefully and store on supports which will keep the steel from contact with the ground
63	Epoxy-coated reinforcing steel	Handle to prevent damage to the coating beyond that permitted in ASTM A775/A775M
Fabrication		
64	Reinforcement	Accurately positioned Secured in place with wire ties or suitable clips
65	Bar supports, ties, spacers, bolsters, inserts, screeds, and other accessories	Used to secure reinforcing in position Welded chairs and supports acceptable Plastic or dielectric materials used to support epoxy coated reinforcement
66	Bare metal supports in contact with forms for exposed surfaces	Prohibited
67	Minimum Reinforcement	ACI 318
68	Placement of bars	ACI 318
69	Clear distance limitations between individual bars	Applies to the clear distance between a contact lap splice and adjacent splices or bars
70	Welding Reinforcement	Prohibited
71	Concrete protective cover	As indicated on the drawings
72	Embedments	

73	All plates, inserts, and other accessories	Install at time of casting Accurately position and securely anchor steel shapes, sleeves, and other materials embedded in the concrete
74	Welding embedments to reinforcement	Prohibited
75	Exposed surface	Clean of all concrete spatter and foreign substance
76	Lifting loop inserts, similar devices	Manufactured accessories to facilitate handling Bent rebar loops are not acceptable Lift points indicated on the drawings
77	Precast units	New, undamaged, fabricated specifically for this project Previously rejected units are unacceptable Reject damaged units and units that do not meet these specification requirements
78	Honeycomb repair	Small, purely surficial areas extending to a depth of no more than 1 inch (25 mm) may be repaired Reject areas extending to the plane of reinforcing
79	Tolerances	Cast to the drawing dimensions PCI MNL-135, "Tolerance Manual for Precast and Prestressed Concrete Construction"
80	Casting beds and forms	Concrete casting beds Heavy gage steel or other rigid, smooth material forms Adequately brace forms Free from dents, gouges, or other irregularities Enclose all except the top horizontal surface with outer forms Side forms may have a maximum draft on each side not exceeding 1/4 inch (6 mm) per foot
81	Casting beds and forms	Jacking equipment at one end and rigid reaction frame or block at other end of casting bed Measure stress and elongation of the prestressing reinforcement
82	Curing	
83	Wet Cure	PCI MNL-116, "Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products"
84	Curing compound	Prohibited
85	Transportation	After concrete has attained specified minimum 28-day compressive strength confirmed by test cylinders
86	Handling	Provide maximum lifted weight of each unit

87	Loading and hauling	<p>Handle with care to prevent breaking, chipping, or overstressing</p> <p>Reject and remove from the site units that are damaged or defective in any way that adversely affects the strength or serviceability of the units</p> <p>Handle units at the lift points</p> <p>Do not stack units in the storage areas</p> <p>Use manufacturer designated points of support</p> <p>Store units in an upright position</p>
88	Finishing	<p>Provide uniform exterior finished surfaces of the precast units</p> <p>Remove fins and other projections from formed surfaces</p> <p>Where surface repairs are required, match repaired surfaces to adjacent surfaces</p> <p>Provide a smooth float finish to the top (unformed) surface of the units unless a troweled finish is specifically indicated otherwise on the drawings</p>
89	Shop Markings	<p>Provide shop markings, painted or labeled on each unit at a place not exposed to view after installation, to indicate location and position in the structure in accordance with the Subcontractor's layout drawings</p>
90	Bearing Pads	<p>Use bearing pads where indicated on the drawings or in accordance with the Subcontractor's typical connection details as accepted by the Purchaser</p>
91		
Notes for Table 2		
	1. Exposure Classes per Chapter 19 of ACI 318-14.	

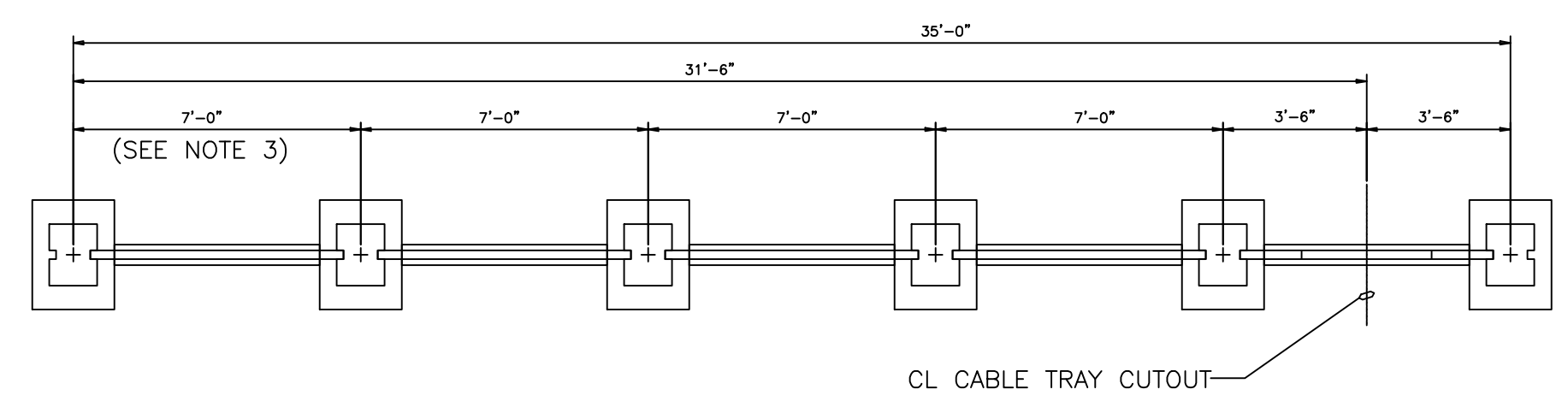
Table 3 - Erection		
General		
92	Delivery and Handling	<p>Handle and transport all delivered precast concrete units in a position consistent with their shape and design to avoid stresses that would result in cracks or damage</p> <p>Support units only at their prescribed lift points and in accordance with instructions on the manufacturer's drawings</p>
93	Storage	<p>Do not store precast units onsite in contact with the ground</p> <p>Store units with non-staining, non-rigid supports located at points on the precast unit recommended by the manufacturer</p> <p>Protect units from fire or other damage</p> <p>Match temporary storage conditions to long-term storage conditions</p>

94	Erection of Precast Units	OSHA 1926.704
95	Alignment	<p>Check the alignment of components supporting the precast concrete units before starting</p> <p>Proceed with erection after the supporting components are aligned such that the tolerances specified can be achieved</p>
96	Assembly	<p>Set precast units plumb and true to line</p> <p>Erect all precast components and systems in accordance with the drawings, these specifications, and the manufacturer's documented instructions and erection drawings</p> <p>Follow the manufacturer's erection drawings where erection sequence is indicated</p> <p>Provide temporary supports and bracing as required to maintain the precast unit in position until permanently connected</p>
97	Bolting	<p>Complete field bolting, if required, in accordance with the requirements for high strength bolts or unfinished bolts as specified on the manufacturer's drawings</p> <p>Pre-tension high strength bolts upon final alignment of the unit</p>
98	Welding	<p>Complete field welding in accordance with the specified AWS code</p> <p>Take all necessary precautions to prevent weld burn or spatter on exposed surfaces of the precast units</p>
99	Joints	<p>Grout joints indicated on the drawings with nonshrink grout as specified herein and Section 03611</p> <p>Grout all recesses in concrete surfaces left for lifting points or connections full and finished smooth with nonshrink grout</p>
100	Tolerances	PCI MNL 135, Section 11 and as specified herein
101	Concrete Repair	<p>Repair damage to precast units occurring during handling and installation</p> <p>Inspect the finish of precast units after installation is complete</p> <p>Cut out, remove to sound concrete, and repair concrete that is porous, honeycombed, or otherwise defective to a depth in excess of 1 inch (25 mm)</p> <p>Remove and replace damaged precast units which cannot be repaired to meet the criteria specified at no cost to the Purchaser</p>
102	Embed Repair	<p>Clean and touch up damage to metal finishes due to erection or welding with a coating matching the original coating</p>

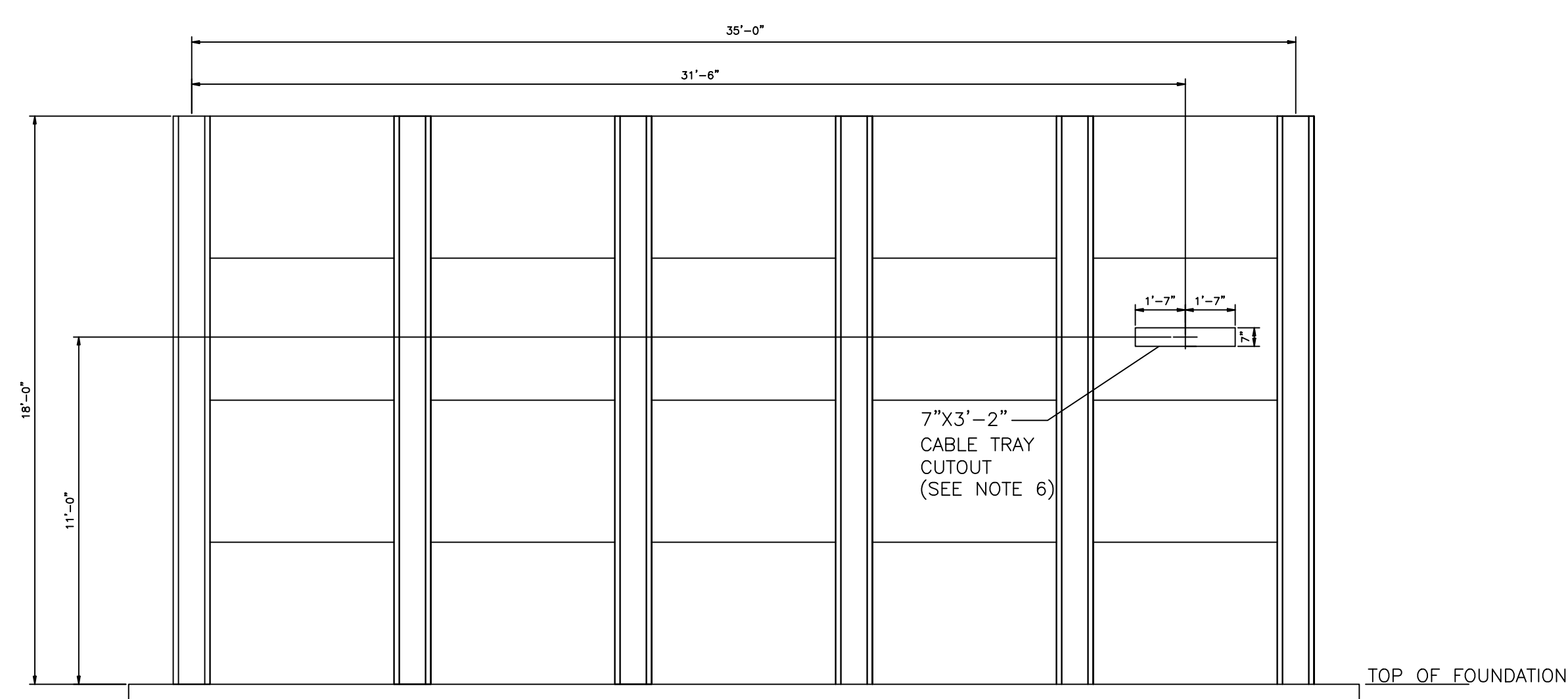
103	Cleaning	After installation is complete, clean all exposed surfaces of the precast concrete unit systems of all dirt, grease, grout, and other foreign materials Clean coated surfaces in accordance with the recommendations of the coating manufacturer Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials
104		
Erection Tolerances - Precast concrete column units		
105	Basis	Non-cumulative erection tolerances for location, except as noted otherwise on the drawings
106	Plan location from building grid datum	
107	Except as otherwise noted	±1/2 inch (±13 mm)
108	Noted as visually-critical on drawings	±3/8 inch (±9 mm)
109	Top elevation from nominal top elevation	
110	Maximum low	1/2 inch (13 mm)
111	Maximum high	1/4 inch (6 mm)
112	Bearing haunch elevation from nominal elevation	
113	Maximum low	1/2 inch (13 mm)
114	Maximum high	1/4 inch (6 mm)
115	Maximum plumb variation over height of element (unit in structure of maximum height of 100 ft (30 m))	1 inch (25 mm)
116	Plumb in any 10 ft (3 m) of unit length	1/4 inch (6 mm)
117	Maximum jog in alignment of matching edges	
118	Except as otherwise noted	1/2 inch (13 mm)
119	Noted as visually-critical on drawings	1/4 inch (6 mm)
120		
Erection Tolerances - Precast concrete structural (not architectural) wall panel units		
121	Basis	Non-cumulative erection tolerances for location, except as noted otherwise on the drawings
122	Plan location from building grid datum	±1/2 inch (±13 mm)
123	Plan location from centerline of steel	±1/2 inch (±13 mm)
124	Top elevation from nominal top elevation	
125	Exposed individual panel	±1/2 inch (±13 mm)
126	Non-exposed individual panel	±3/4 inch (±19 mm)
127	Exposed relative to adjacent panel	±1/2 inch (±13 mm)

128	Non-exposed relative to adjacent panel	±3/4 inch (±19 mm)
129	Support elevation from nominal elevation	
130	Maximum low	1/2 inch (13 mm)
131	Maximum high	1/4 inch (6 mm)
132	Maximum plumb variation over height of structure or over 100 ft (30 m), whichever is less	1 inch (25 mm)
133	Plumb in any 10 ft (3 m) of unit length	1/4 inch (6 mm)
134	Maximum jog in alignment of matching edges	1/2 inch (13 mm)
135	Joint width (governs over joint taper)	±3/8 inch (±9 mm)
136	Joint taper over length of panel	1/2 inch (13 mm)
137	Joint taper over 10 ft (3 m) length	3/8 inch (9 mm)
138	Maximum jog in alignment of matching faces	
139	Exposed to view	±3/8 inch (±9 mm)
140	Not exposed to view	±3/4 inch (±19 mm)
141	Differential bowing or camber as erected between adjacent member of the same design	1/2 inch (13 mm)

REFERENCE DRAWINGS	
39478-CPPA-S9101	FOUNDATION PLAN
410456-CPPA-S9112	FOUNDATION DETAILS



FIREWALL PLAN VIEW
SCALE: 1/4"=1'-0"



ELEVATION VIEW
SCALE: 1/4"=1'-0"

GENERAL NOTES

1. WALLS AND COLUMNS TO BE DESIGNED AND FURNISHED BY MANUFACTURER
2. MANUFACTURER TO PROVIDE FOUNDATION REACTIONS TO OWNER
3. COLUMN SPACING IS PRELIMINARY AND TO BE DETERMINED BY MANUFACTURER.
4. ANCHOR BOLTS AND HARDWARE TO BE PROVIDED BY WALL MANUFACTURER
5. FIREWALL TO BE DESIGNED FOR MINIMUM 3 HOUR RATING
6. MANUFACTURER TO PROVIDE MATERIALS TO SEAL GAPS AROUND CABLE TRAY TO BE INSTALLED BY CONTRACTOR.

NO	DATE	REVISIONS AND RECORD OF ISSUE	DRN	DES	CHK	PDE	APP
A	05/11/2023	ISSUED FOR PROCUREMENT	BMK	BMK	JK		
			ENGINEER	DRAWN			
			CHECKED	DATE			



PROJECT #410456

NO	DATE	REVISIONS AND RECORD OF ISSUE	DRN	DES	CHK	PDE	APP

NOT TO BE USED FOR CONSTRUCTION
DATE OF ISSUE _____

BLACK & VEATCH

DESIGNER BMK	DRAWN JDC
CHECKED XXX	DATE IFC-DATE



HASTINGS UTILITIES
115KV SUBSTATION
FIREWALL SKETCH PLAN
& DETAILS

PROJECT 410456	DRAWING NUMBER SKE72023	REV A
CODE	AREA	

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