

**CONTRACT AND SPECIFICATIONS
FOR
WEC UNIT 1 BOTTOM ASH
WATER RECIRCULATION SYSTEM
CITY OF HASTINGS
HASTINGS, NEBRASKA
Contract No. HU 2025-101**

**Sealed Proposals Will Be Opened Promptly At
1:30 PM, Wednesday, August 27, 2025**

Bid Submitted By: _____



THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

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FOR
WEC UNIT 1 BOTTOM ASH
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CITY OF HASTINGS
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Contract No. HU 2025-101

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ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the **WEC 1 Bottom Ash Water Recirculation System, HU 2025-101** until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Wednesday, August 27, 2025, at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Installation of an overflow tank and pumps to recirculate water from the bottom ash hopper for hopper flushing nozzles and pyrites in Hastings, Nebraska.** 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 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No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.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 1st day of August, 2025.

CITY OF HASTINGS, NEBRASKA

Tyler Ficken, City Clerk

Publish:
August 5, 2025
August 12, 2025

Furnish 2 proofs of publication

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 themselves, 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.

IF YOU HAVE QUESTIONS OR NEED HELP ON THESE SPECIFICATIONS

CONTRACT NO: HU 2025-101

WEC UNIT 1 BOTTOM ASH WATER RECIRCULATION SYSTEM

PLEASE CONTACT ANY OF THE FOLLOWING:

PROJECT QUESTIONS

Brandon Miller
Mechanical Engineer
Direct Line: 402-462-3653
Email: bidquestions@cityofhastings.org

GENERAL QUESTIONS OR REQUESTS

Rena Griess
Administrative Assistant – Engineering Dept, City of Hastings
Ph# 402-462-3665
Fax# 402-462-3666
Email: bidquestions@cityofhastings.org



IMPORTANT SUBMITTAL INSTRUCTIONS

ON HOW TO SUBMIT YOUR BID

FOR

CITY OF HASTINGS

WEC UNIT 1 BOTTOM ASH

WATER RECIRCULATION SYSTEM

Contract No. HU 2025-101

Your bid **MUST** be returned by means of hand delivery, USPS, Fed-X, UPS, or other carrier. City of Hastings **DOES NOT ACCEPT** bids that are faxed or emailed.

ALL the following documents are **TO BE SUBMITTED** in your bid packet, whether you received your bid invitation electronically, on a CD, DVD, or a **HARD COPY** by means of hand delivery or the mail carrier service.

More than one bid can be submitted by a supplier for alternate designs or technologies. Each bid shall be supplied in a separate envelope and contain the following documents.

- 1. Cover sheet with your company's name filled in**
- 2. ALL addendums received – must be acknowledged and signed**
- 3. Bid Bond**
- 4. If Exceptions, Instructions to Bidders with any exceptions listed**
- 5. Proposal Page(s)**

FAILURE TO RETURN REQUIRED BID DOCUMENTS

COULD SUBJECT YOUR BID PROPOSAL TO BE REJECTED

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 8am – noon and 1-5pm Monday through Friday.

<p>Your Return Address</p> <p>City of Hastings Attn: Renae Griess 1228 N Denver Avenue Hastings, NE 68901</p> <p><u>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</u></p> <p>✂ ✂ ✂ ✂</p> <table border="1"><tr><td><p>BID DOCUMENTS ENCLOSED ATTN: Renae Griess Contract No: WEC1 Bottom Ash Water Recirculation System HU 2025-101 Bid Opens: Wednesday, August 27, 2025 @ 1:30 PM</p></td></tr></table>	<p>BID DOCUMENTS ENCLOSED ATTN: Renae Griess Contract No: WEC1 Bottom Ash Water Recirculation System HU 2025-101 Bid Opens: Wednesday, August 27, 2025 @ 1:30 PM</p>
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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 of Hastings prior to 1:30 pm deadline.

**FORMAL PROPOSAL FOR
WEC UNIT 1 BOTTOM ASH
WATER RECIRCULATION SYSTEM
Formal Contract No. HU 2025-101**

TO: City of Hastings
1228 N. Denver Ave
Hastings, NE 68901

Bid Opening: August 27, 2025 (Wednesday)
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 to Design and supply a bottom ash water recirculation system for WEC Unit 1 for the following price, **including Nebraska Sales Tax:**

The labor portion is not subject to sales tax; however, the material portion is taxed accordingly. The project is outside of city limits and is subject to **5.5% sales tax**. See following tax rules and regulation language*.

BID SECTION I: Bottom Ash Water Recirculation System

Item#	Description	Unit Price	Total
1	Design and supply materials for a Bottom Ash Water Recirculation System including overflow tank, pumps, piping, valves, instrumentation, controls, pipe supports, and other accessories needed for a complete system per the specifications.	<u>LUMP SUM</u>	\$
2	5 days of Start-Up Support and from a Field Service Engineer/ Controls Engineer.	<u>LUMP SUM</u>	\$
3	Sales Tax	*(For Option 1 Contractors only) Sales Tax on materials of the above items	\$
TOTAL SECTION I			
			\$
In Words			

Proposal continued on next page.

**FORMAL PROPOSAL FOR
WEC UNIT 1 BOTTOM ASH
WATER RECIRCULATION SYSTEM
Formal Contract No. HU 2025-101**

BID SECTION II: Optional Second Elevation of Flushing Nozzles

Item#	Description	Unit Price	Total
1	Design and supply piping, valves, nozzles and all hardware for a second set of slope jetting nozzles on north and south boiler sides per the specification.	<u>LUMP SUM</u>	\$
2	Sales Tax	*(For Option 1 Contractors only) Sales Tax on materials of the above items	\$
TOTAL SECTION I			
			\$
In Words			

Delivery Schedule: Installation of Bottom Ash Water Recirculation System will take place during the 2026 WEC Unit 1 spring outage between 3/20/26 and 5/1/26. All materials shall be delivered by 3/20/26 to allow installation and system tie-ins during the scheduled plant outage. Supplier to provide a detailed project schedule along with their proposal. See Section 2.6 for submittal details.

Liquidated Damages: The Contractor shall pay a fee of \$500.00 per working day for failure to deliver the work before the specified outage period in accordance with Paragraph GC.36 of the general conditions.

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.

**FORMAL PROPOSAL FOR
WEC UNIT 1 BOTTOM ASH
WATER RECIRCULATION SYSTEM
Formal Contract No. HU 2025-101**

- For this project, Vendor 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 _____

Is Nebraska Sales/Use Tax included in the above prices.

Yes _____ No _____

(ALL COSTS TO INCLUDE CITY AND STATE SALES TAX)

As noted in the proposal sheet one contract will be awarded for the sum total of all Bid Sections.

Exceptions: No Yes (If yes, list on *“Instructions to Bidders”* page)

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.

**FORMAL PROPOSAL FOR
WEC UNIT 1 BOTTOM ASH
WATER RECIRCULATION SYSTEM
Formal Contract No. HU 2025-101**

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 OF HASTINGS
PRIOR TO 1:30 PM DEADLINE**

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2025, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and _____ 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 **HU 2025-101 WEC1 Bottom Ash Water Recirculation System.**

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

CITY OF HASTINGS
Party of the First Part

By: _____

Date: _____

ATTEST:

City Clerk

CONTRACTOR
Party of the Second Part

SEAL

By: _____

Title: _____

Date: _____

APPROVED TO FORM:

City Attorney

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 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: _____

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 Supplier 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. Brandon Miller
Mechanical Engineer
3. "Supplier" 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 Supplier 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 Supplier during the progress of the work, and (e) engineering data and drawings submitted by the Supplier 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 Supplier's forces or construction operations, such supervision and the sole responsibility therefor being strictly reserved for the Supplier.
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 materials have been delivered and are ready for installation. The project completion date is at the end of day, March 20th, 2026.
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 Supplier requiring the Supplier 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

SECTION 1 - GENERAL CONDITIONS

detrimental to the project. Upon receipt of the order, the Supplier shall 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 Supplier shall discuss the impacted activities, schedule, materials, labor, and equipment. If applicable, Purchaser and Supplier 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 Supplier. The Supplier 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 Supplier. Supplier 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 Supplier.

GC.4 Legal Addresses

The business address of the Supplier listed in the Proposal is hereby designated as the place to which all notices, letters, and other communication to the Supplier 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 Supplier 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 - Not Applicable

SECTION 1 - GENERAL CONDITIONS

GC.7 Assignment

The Supplier 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 Supplier 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 – Not Applicable

GC.12 Figured Dimensions to Govern - Not Applicable

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.

SECTION 1 - GENERAL CONDITIONS

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 Supplier 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 Supplier shall furnish all reasonable assistance required by the Engineer, or inspectors, for the proper inspection of the work. Should the Supplier object to any interpretation of the contract by an inspector, the Supplier 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 Supplier from any obligation to construct the work strictly in accordance with the contract documents.

Upon the failure of the Supplier 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 Supplier arising out of such issuance. The construction schedule shall not be delayed or extended as a result of the Purchaser's issuance of a Stop Work Order.

GC.16 Supplier Default

If the work to be done under this Contract is abandoned by the Supplier; or if this Contract is assigned by him without the written consent of the Purchaser; or if the Supplier 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 Supplier 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 Supplier 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

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its completion or within the time to which such completion date may be extended; then the Purchaser may serve written notice upon the Supplier 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 Supplier 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 Supplier 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.

GC.18 Hindrances and Delays

The Supplier 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 Supplier for such hindrances and delays.

If the Supplier 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, 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 Supplier 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 Supplier 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 Supplier from the Purchaser.

Suspension of work shall not automatically entitle the Supplier to additional compensation or a change in the contract time; however, the Supplier 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 Supplier 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

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Article GC.22, CHANGES TO THE CONTRACT. The Supplier 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 Supplier. In the event of cancellation, the Purchaser will pay the Supplier 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 Supplier shall, after consultation with the Purchaser, take all reasonable steps to minimize the costs related to cancellation. The Supplier 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.

GC.21 Modifications

The Supplier 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 Supplier, 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 Supplier shall proceed with the work on the basis of written interim authorization from the Purchaser.

If the Supplier 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 Supplier shall immediately request a written interim authorization and proceed without delay to perform the work in accordance with such authorization. The Supplier shall provide written notice of the claim or dispute to the Engineer and the Purchaser within 5 days of the request for interim

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authorization. The Supplier'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 Supplier's right to receive payment for such work and to the Supplier'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 Supplier 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 other demonstrable costs submitted by the Supplier 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 Supplier agree upon such prices before the extra work is started.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Supplier 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.

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. The contract price will be decreased according to agreed lump sums or agreed unit prices.

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 Supplier has no control.

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Contract time will not be changed for delays caused by unfavorable weather, failure to place timely orders for equipment and materials, or other causes within the control of the Supplier.

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 Supplier 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

The Supplier shall pay all sales, use, and other taxes that are lawfully assessed against the Purchaser or Supplier in connection with the 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 Supplier 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 Supplier 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 Supplier shall pay such award. Final payment to the Supplier 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.

All required tests in connection with acceptance of source of materials shall be made at the Supplier'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 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 Supplier guarantees that the work herein contracted will be as specified and will be free from defects in design, workmanship, and materials. Supplier does not guarantee or warrant parts subject to normal wear and tear during operation. If within the guarantee period the

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work fails to meet the provisions of this guarantee, the Supplier shall promptly correct any defects, including nonconformance with the contract documents by adjustment, repair, or replacement of all defective parts or materials at the Supplier'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 be 24 months from the date of delivery or 12 months from the date of commissioning, whichever comes first.

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 Supplier 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 Supplier 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 Supplier of a defect, failure, or abnormality in the work, the Supplier 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 Supplier.

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 Supplier and the cost of the work shall be paid by the Supplier or by the surety.

Equipment which is damaged in shipment will be returned to the supplier at no expense to the City of Hastings.

GC.29 Supplier's Insurance Coverage

The Supplier shall not commence work under this Contract until Supplier has obtained all the insurance required under this article. Furthermore, the Supplier 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 Supplier. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

GC.29.1 Certificates of Insurance

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"

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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 Supplier 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 Supplier 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 Supplier 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 Supplier 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

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

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Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

GC.29.13 Transportation Insurance

Supplier shall purchase inland marine coverage at the expense of Supplier on all equipment and materials, where Purchaser has an insurable interest. Insurance shall protect for Supplier and Purchaser from physical loss of equipment while loading, unloading, in transit to jobsite, and until equipment or materials have been installed or received by Purchaser.

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 Supplier 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 Supplier, 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 Supplier, 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 Supplier 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 Supplier, or any of their sub-contractors.

GC.31 Release of Liability

Acceptance by the Supplier 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 Supplier shall indemnify and save harmless the Purchaser from all claims for labor and materials furnished under this Contract. When requested by the Purchaser, the Supplier shall submit satisfactory evidence that all persons, firms, or corporations who have done work or

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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 Supplier 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 Supplier 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.

GC.33 Final Inspection - Not Applicable

GC.34 Payments

Payment will be based on the Supplier's progress payment which he will submit to the Purchaser for approval. The City will retain 5% of the total contract amount for all work.

GC.35 Hazardous Materials

As required under Federal Hazardous Communications Standards and certain state and local laws, the Supplier shall provide Material Safety Data Sheets covering all hazardous materials furnished under or otherwise associated with the work under this Contract. The Supplier 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 Supplier 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 Supplier 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 Supplier 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

Time is a material provision of this Agreement. If the Supplier is unable to meet the agreed upon completion dates, the Supplier shall immediately notify the Purchaser and confirm the notice in writing within ten (10) business days of the delaying event. The notice shall contain detailed information of the delay including Supplier's estimate of the duration of the delay,

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Supplier's estimate of the delay's impact to Supplier's schedule and Supplier's plan to mitigate the effects of the delay.

Supplier shall be excused for delays in completion of the work only in accordance with GC.18. In the event of any such delay, Supplier shall only be allowed an extension of the date of completion for a period of time reasonably necessary to overcome the effect of the delay. Supplier shall not be entitled to any extra compensation for such delay. Supplier shall promptly notify the Purchaser in writing, with confirmation receipt of notification,

The liquidated damages amount per calendar day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed liquidated damages. The Purchaser and Supplier specifically agree the per calendar day amount to be assessed as liquidated damages is fair and reasonable and not excessive. The parties further agree that said per calendar day amount accurately reflect the anticipated loss and inconvenience to the public and lost revenue to or use by the Purchaser due to the project not being completed by the end of the project period or the end of the contract completion date.

The Purchaser shall have the right to deduct liquidated damages from any money in its hands, otherwise due, or to become due, to the Supplier; to submit invoice for payment; or to sue for and recover compensation for damages for nonperformance of this Contract within the time stipulated.

The Liquidated Damages for this project will be \$500.00 per calendar day past the material delivery date.

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 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.

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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 Supplier 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 Supplier 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, Supplier 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 Supplier, for itself, its assignees and successors in interest (hereinafter referred to as the "Supplier") agrees as follows:

- (1) **Compliance with Regulations:** The Supplier 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 Supplier, 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 subcontractor, including procurements of materials and leases of equipment. The Supplier shall 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 Supplier 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 Supplier of the Supplier'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.

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- (4) Information and Reports: The Supplier 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 Supplier is in the exclusive possession of another who fails or refuses to furnish this information the Supplier 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 Supplier'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 Supplier under the contract until the Supplier complies, and/or
 - (b.) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Supplier 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 Supplier 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 Supplier becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Supplier may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 2.0 GENERAL DESCRIPTION AND SCOPE OF WORK

2.1 General:

The City of Hastings (Owner) is accepting bids for the supply of a Bottom Ash Hopper Water Recirculation System for Whelan Energy Center, Unit 1 in Hastings, Nebraska. The bidder is strongly encouraged to visit with Hastings prior to submitting a bid. The Bidder shall inform himself of all conditions and factors which would affect the execution of the work. No claims for financial compensation or time extension, based on the lack of such prior information (or its effect on the cost of the work) will be permitted by the Owner. Please contact Brandon Miller, Mechanical Engineer, at 402-462-3653 if you have any questions about this project or would like to set up a visit.

2.2 Schedule:

This shall include the completion of various activities in accordance with the milestone time periods and dates listed. The Contractor shall submit a project construction schedule.

Material and Installation Contract:

Activity	Schedule
Bid Opening	Wednesday, August 27, 2025
Anticipated Contract Award Date	Tuesday, September 9, 2025
Material Delivery Date	Materials to be delivered prior to Friday, March 20, 2026
Outage Dates	Friday, March 20, 2026 to Friday, May 1, 2026

2.3 Site Description:

Whelan Energy Center, Unit 1 (WEC1) is an 82 megawatt (MW), pulverized coal-fired generating plant located near Hastings, Nebraska. The Unit began commercial operation in 1981.

The system shall be designed according to the following building code and site conditions:

General Design Data:	
Building Code	2018 International Building Code
Risk Category	III
Site Elevation (Mean Sea Level), ft (m)	1902 ft
Rainfall – 60-Minute Precipitation Intensity: inches/hour (mm)	3.85 in./h
Frost Depth, inches (mm)	44 inches
Coastal Environment with Salt Laden Air (i.e., located outdoors and less than 2 miles (3.2 km) from a body of salt water or associated with an offshore facility)	No

Wind Design Data:	
Basic Wind Speed, V 3 second gust wind speed at 33 ft (10 m) above ground for Exposure C category, mph (m/s)	120 mph
Exposure Category	C
Topographic Factor, K_{zt}	1.0
Directionality Factor, K_d	0.85
Snow Design Data:	
Ground Snow Load, P_g , lb/ft ² (kN/m ²)	25 psf
Importance Factor (Snow Loads), I	1.10
Snow Exposure Factor, C_e	0.9
Ice Design Data:	
Nominal Ice Thickness, t, Due to freezing rain at a height of 33 ft (10 m), inches (mm)	1.00 inch
Concurrent Wind Speed, V_c , mph (m/s)	50 mph
Importance Factor (Ice Loads – Ice Thickness), I_i	1.15
Importance Factor (Ice Loads – Concurrent Wind), I_w	1.00
Seismic Design Data:	
0.2 Second Maximum Considered Earthquake (MCE_R) Spectral Response Acceleration, S_s	0.078
One Second Maximum Considered Earthquake (MCE_R) Spectral Response Acceleration, S_1	0.041
Site Class	D
Seismic Design Category	A
Importance Factor (Seismic Loads), I_e	1.25
Temperature Design Data:	
Site Ambient Temperature, min/max °F	-23 / 110
Site Relative Humidity, %	0 to 100

2.4 System Description and Design Criteria:

The supplier will be responsible for the design, testing, and supplying equipment and materials for a bottom ash hopper recirculation system. The recirculation system will replace the existing ash water pumps and provide recirculated water from the bottom ash hopper for the bottom ash hopper flushing system including: slope jetting nozzles, rear jetting nozzles, emergency jetting nozzles, tail flush on SGC1 and SGC2, and pyrite sluicing jet pump. See appendix A for site drawings and existing equipment drawings.

Plant Data:

- Densities (Supplier to confirm during detailed design)
 - Bottom ash: ~65 lb/cu ft
 - Pyrites: 85-95 lb/cu ft
- Expected Generation Rate
 - Bottom ash: 1,650 lbs/hr (based on 20% of total ash at worst case coal)
 - Pyrites: 82 lbs/hr (based on 5% of total bottom ash generation rate)
- SGC Conveyor Design Recovery Rate
 - Bottom ash: 3,300 lbs/hr
 - Pyrites: 164 lbs/hr
- SGC Conveyor Dewatering Rate – 3,300 lbs/hr
- Water Flow and Pressure Requirements From Recirc System
 - Slope Jetting Nozzles: 300 GPM, 125 PSI (Requirements are for one bank of slope nozzles used at a time)
 - Rear Jetting Nozzles: 150 GPM, 125 PSI (Requirements are for one bank of slope nozzles used at a time)
 - Emergency Jetting Nozzles: 150 GPM, 125 PSI (total both sides)
 - Pyrites Sluicing Ejector Pump: 320 GPM, 160 PSI
 - SGC Conveyor 1 Tail Flush: Design - 22 GPM, 100 PSI, Operating – 17 GPM, 60 PSI
 - SGC Conveyor 2 Tail Flush: Design - 22 GPM, 100 PSI, Operating – 17 GPM, 60 PSI
 - Tail flushes run for 30 seconds once every 15 minutes
- Other water Flows
 - Seal Trough Makeup Flow from Cooling Tower Blowdown or Service Water (this water provides cooling water to boiler walls between seal trough and water line in bottom ash hopper)
 - Minimum flow: 125 gal/min
 - Maximum flow: 360 gal/min
 - Service Water to Bottom Ash Grinder shaft seals: 24 gal/min
 - Not connected to recirc system but adds water to bottom ash hopper
- Bottom ash hopper water volume – 1,875 cu ft (hopper volume only, does not include water volume in bottom ash conveyors)
- Bottom ash hopper ash volume – 1,660 cu ft

2.5 Scope of Supply:

The supplier will be responsible for the design, testing, and supplying equipment and materials for a bottom ash hopper water recirculation system including the following:

- Design and Supply of Overflow tank
 - Shall include all structural steel and support steel

- Carbon Steel with an inorganic zinc silicate top coat, Carboline 11 series or equivalent
- Tank shall include flushing nozzles to remove accumulated ash
- Supplier to size Overflow tank per data provided
- Design and Supply of Pumps
 - 2 x 100% pumps with one operational and one spare
 - Pumps shall have abrasion resistant internals to handle water with ash particulate
 - Pumps shall have motor with VFD to handle variation in pressures and flows required
 - VFDs shall be mounted inside wall mount enclosures
 - Supplier to size pumps and motors per flows and pressure data provided
- Piping, valves, fittings, expansion joints, and other accessories:
 - From bottom ash hopper overflow boxes to new overflow tank
 - From overflow tank to suction side of pumps
 - From discharge side of pumps to existing plant Ash Water Header
 - Any piping modifications needed for existing plant Ash Water Header and piping to slope jetting nozzles, rear jetting nozzles, and emergency jetting nozzles
 - From pump discharge to overflow tank flushing system
 - From pump discharge to minimum flow line back to overflow tank
 - Exclusions to piping
 - Piping from ash water header to SCG1 and SGC2 tail flush will be field routed by installation contractor
- All Pipe Supports, pipe hangers, and auxiliary steel within a 3 ft radius for all supplier designed piping
- Controls
 - Provide instrumentation and control devices as required to monitor and control all process equipment supplied.
 - All pressure, temperature, and flow transmitters shall be Rosemount.
 - Design, shop install, and test all skid-mounted instruments.
 - System controls shall be integrated into existing bottom ash and fly ash PLC and I/O control cabinet
 - Design and integrate all control logic to monitor and control all equipment and instrumentation supplied. Logic design shall also include modifications to existing systems required to operate new and existing equipment as a complete system.
 - Create new HMI screens for with similar graphics, symbols, and colors as current ash control system
- Optional Equipment:
 - Design and supply materials including piping from existing ash water header, nozzles, valves, and all hardware for a second set of slope nozzles on north and south sides of boiler to aid in removal of bottom ash.
 - Vendor shall propose location and size of additional slope nozzles on bottom ash hopper.
 - Nozzles shall be located at lower elevation than existing slope nozzles
 - Nozzles shall be similar in design to current slope nozzles and designed to work at similar water pressures and flows as current slope nozzles.

Other Criteria:

- Supplier is responsible for collecting and analyzing ash samples of existing system as required for their system design. Provided ash densities are approximate and shall be confirmed by Supplier.

- Supplier is responsible for designing and locating new equipment including bottom ash hopper overflow tank and bottom ash recirc pumps with input from City of Hastings. Consideration should be given in the design of the bottom ash water recirculating system to allow for maintenance of existing plant equipment in the areas where new equipment will be installed.
 - Overflow tank, pump skids, and piping shall be designed to avoid existing structural steel, HVAC, piping, cable tray, conduit, and ductwork to the extent possible.
- The water recirculation system shall be designed to operate normally at the expected water flow and pressure requirements for the existing flushing and pyrite sluicing operations.
- The pumps and equipment shall be capable of multiple starts per day with a high frequency of flushing operations to keep from accumulating ash in bottom ash hopper. Flushing operation is currently ran every 3-6 hours. New system shall be capable of running flushing operation multiple times per hour.
- The overflow tank and system should be designed to limit bottom ash carryover out of the tank overflow (wastewater).
- All new equipment and materials shall be factory finish painted using manufacturer's recommended coating.
- All structural steel, platforms, guard rails, grating, stairs, and pipe supports shall be hot dip galvanized.
- All piping supplied shall be shop finish epoxy coated.
- The system shall comply with CCR/ELG regulations issued by EPA.
- Provide field service rates for commissioning and startup assistance.

2.6 Submittals:

Supplier shall submit the following with their proposals:

- Detailed project schedule including the following:
 - Leadtime for engineering
 - Anticipated delivery of supplied drawings, lists, and manuals from section 2.6
 - Leadtime for equipment
 - Estimated installation timeframe
- Project payment schedule
- Conceptual drawings
- Proposed system technical data sheets
- Provide any other cost saving measures for Owner to evaluate

Supplier shall provide the following during detailed design:

- Design and supply of equipment and materials required for a bottom ash water recirculation system including:
 - Overflow tank to collect water from bottom ash hopper overflows
 - Two 100% pumps with one operating and one spare
 - Piping from overflow tank to pumps, pumps to existing bottom ash water header, min. flow piping, overflow tank flushing piping, and any modifications to existing plant piping
 - Pumps will supply recirculated bottom ash water to slope jetting nozzles, rear jetting nozzles, emergency jetting nozzles, SGC1 and SGC2 tail flush, and pyrite sluicing jet pump
 - Control system equipment and instrumentation

- Pipe hangers, pipe supports, and auxiliary steel within a 3 ft radius of pipe size 2-1/2” and larger
- Wiring, terminal boxes and conduit
- Variable frequency drives (as required per Supplier’s design)
- Provide equipment from the following suppliers:
 - Equipment compatible with existing Allen-Bradley PLC
 - Instrumentation – Emerson/Rosemount
- P&ID drawings for supplied equipment
- Piping drawings for supplied piping
- General arrangement drawings for supplied equipment
- New bottom ash system water balance
- Equipment outline drawings/cutsheets
- Electrical drawings for supplied equipment
- Instruction manuals for all supplied equipment
- Product installation documents for all supplied equipment
- Mechanical device list
- Complete project Operation and Maintenance Manual
- List of all equipment shipped loose to site
- Unloading, handling, and lifting requirements and procedures
- Erection/installation/assembly instructions
- Preservation and protection systems and recommended storage procedures
- Lubricant list and initial fill requirements
- Painting/coating specifications/systems
- Tie-In/interference points in plant (mechanical, electrical, structural, I&C)
 - All tie-in connections sizes, types, ratings, and locations shall be identified.
 - Design flow rates, pressure and temperature ranges, frequency and durations, loads and other requirements shall be provided.
- Detailed design drawings
- Not-to-exceed foundation loads and anchor details
- Technical data sheets including any performance curves
- Equipment list
- Pipe line list
- Valve list
- Instrument list
- Electrical load list
- Motor datasheets
- Electrical equipment layout
- Electrical schematics
- I/O list
- Ladder logic diagrams (following PLC factory acceptance testing)
- System descriptions and control narratives
- Alarms and setpoints list
- Instrument datasheets and outline drawings
- Control panel wiring diagrams
- HMI graphic screenshots
- Suppliers warranty
- Final as-built drawings for P&ID’s and electrical schematics in AutoCAD format.

2.7 Shipments:

Supplier is responsible for packaging and shipping. Warehouse is open 7-3, Monday through Friday, except on federal holidays. For shipments requiring crane unloading, Supplier to notify Purchaser at least 10 days in advance to allow for coordination. For shipments not requiring a crane, Supplier to notify Purchaser 1 business day in advance. Freight terms will be FCA Destination to:

Whelan Energy Center Unit 1
Attn: Brandon Miller
4520 East South Street
Hastings, NE 68901

2.8 Attachments

The following drawings are attached to the bid documents:

- PT-335-01 – Process Diagram
- PT-335-02 – Plant Layout
- 07678-1E-0002 – General Arrangement Bottom Ash Hopper
- 07678-1E-0003 – Water Flow Diagram
- 07678-1D-4612 – P&ID Ash Handling System (Original)
- 07678-1E-2501 – Bottom Ash Hopper Arrangement
- A1001.7 – Plant Arrangement Ground Floor
- M1019 – P&ID Bottom Ash System
- M4001 – Piping Below 1910’-0”
- M4002 – Piping Below 1918’-0”
- M4003 – Piping Below 1928’-0”

APPENDIX A

ATTACHMENTS

FOR

CONTRACT NO. HU 2025-101

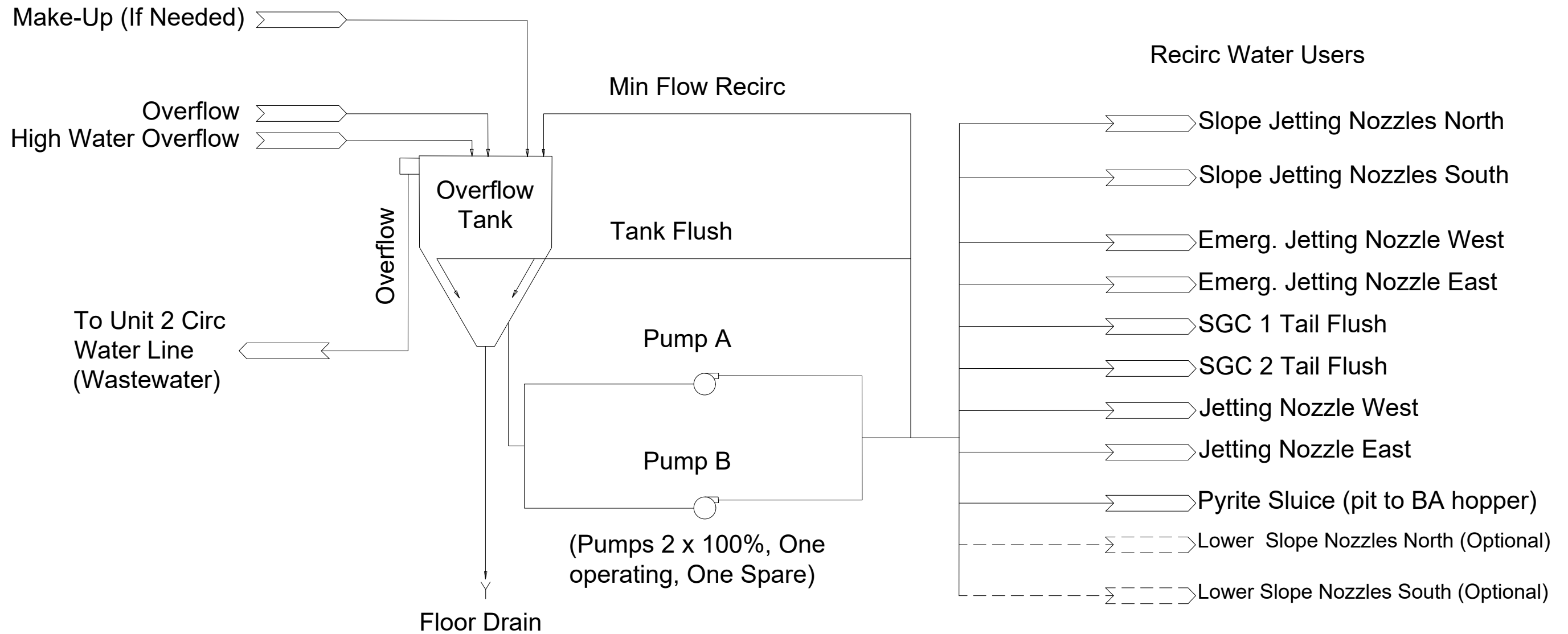
WEC 1 BOTTOM ASH

WATER RECIRCULATION SYSTEM

FOR

WHELAN ENERGY CENTER, UNIT I

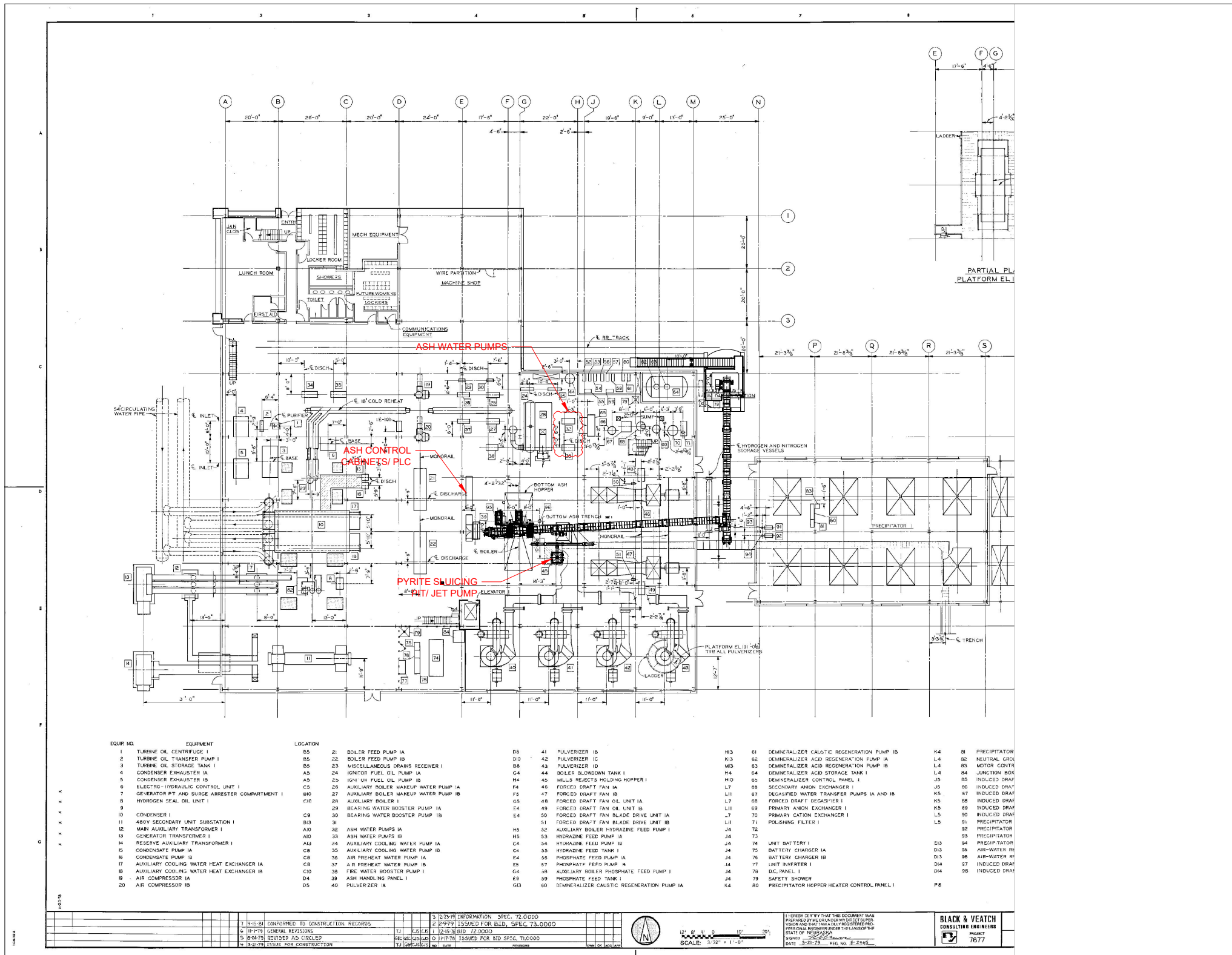
CITY OF HASTINGS



NOTES:

- 1.) PROPOSED SYSTEM PROCESS ONLY. ACTUAL PROPOSED SYSTEM MAY BE DIFFERENT DEPENDING ON EQUIPMENT USED BY MANUFACTURER.
- 2.) MAKE UP WATER/ TEMPERING WATER FROM COOLING TOWER BLOWDOWN/ SEAL TROUGH MAKE-UP.
- 3.) FLOW RATES AND PRESSURES SHOWN IN SPECS.

CITY OF HASTINGS ENGINEERING DEPT.			
SCALE: N.T.S.	CONTRACTOR: -	DRN. BY: BWM	
DATE: 7/31/25		APPRD. BY: -	
WEC1 BOTTOM ASH RECIRC SYSTEM			
PROPOSED PROCESS DIAGRAM			DRG. NO. PT-335-01
No.	Revision	By	Date



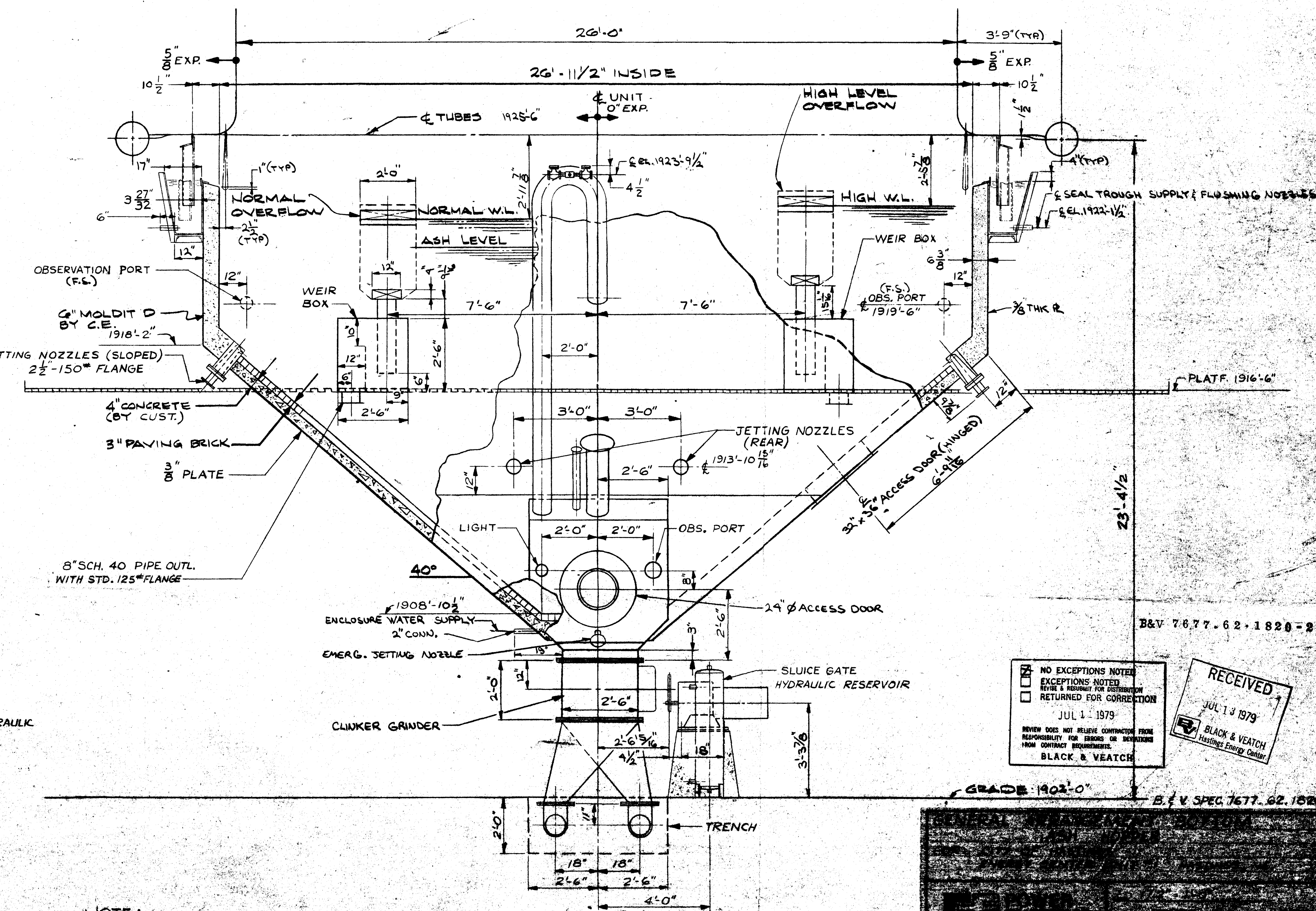
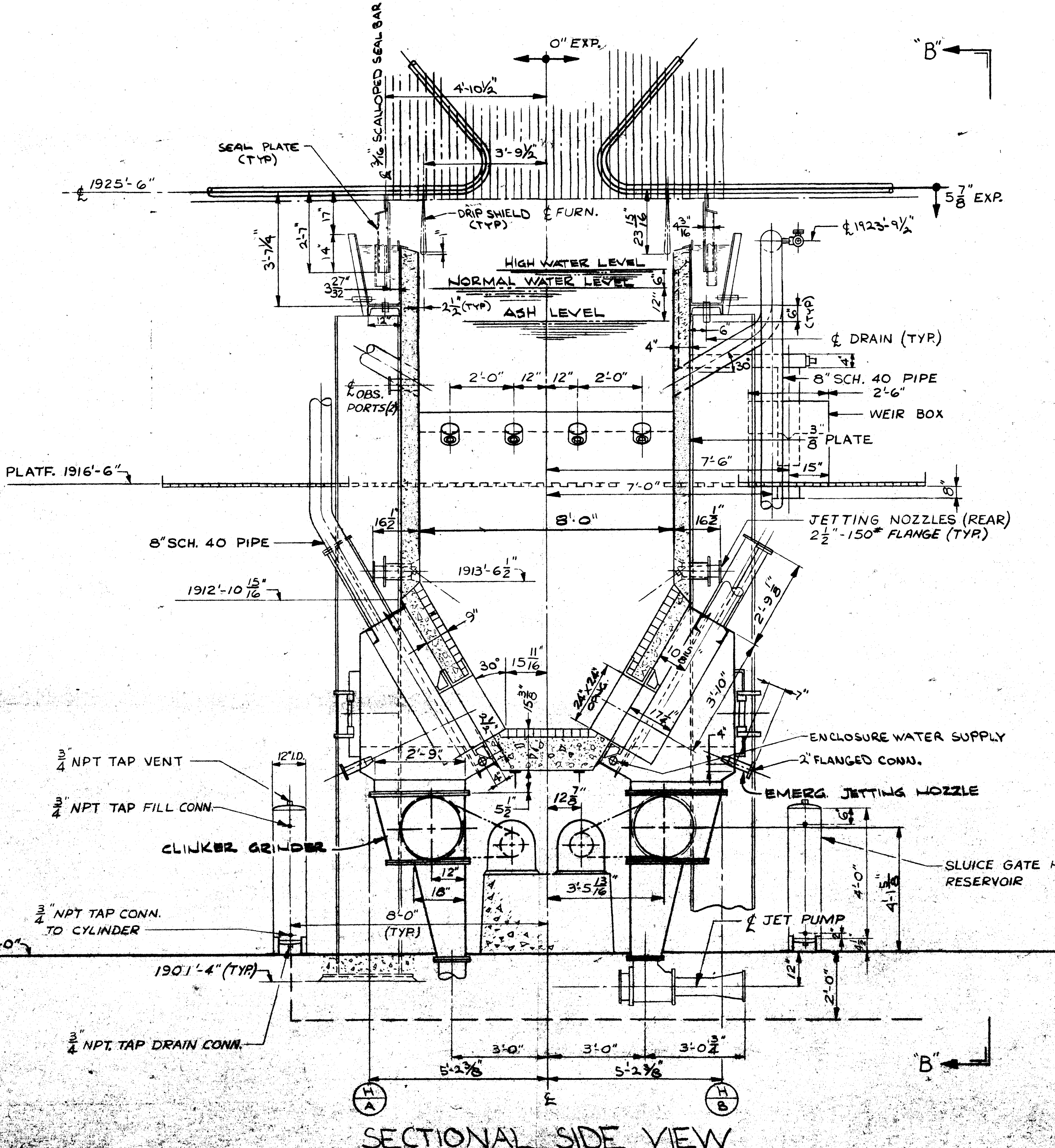
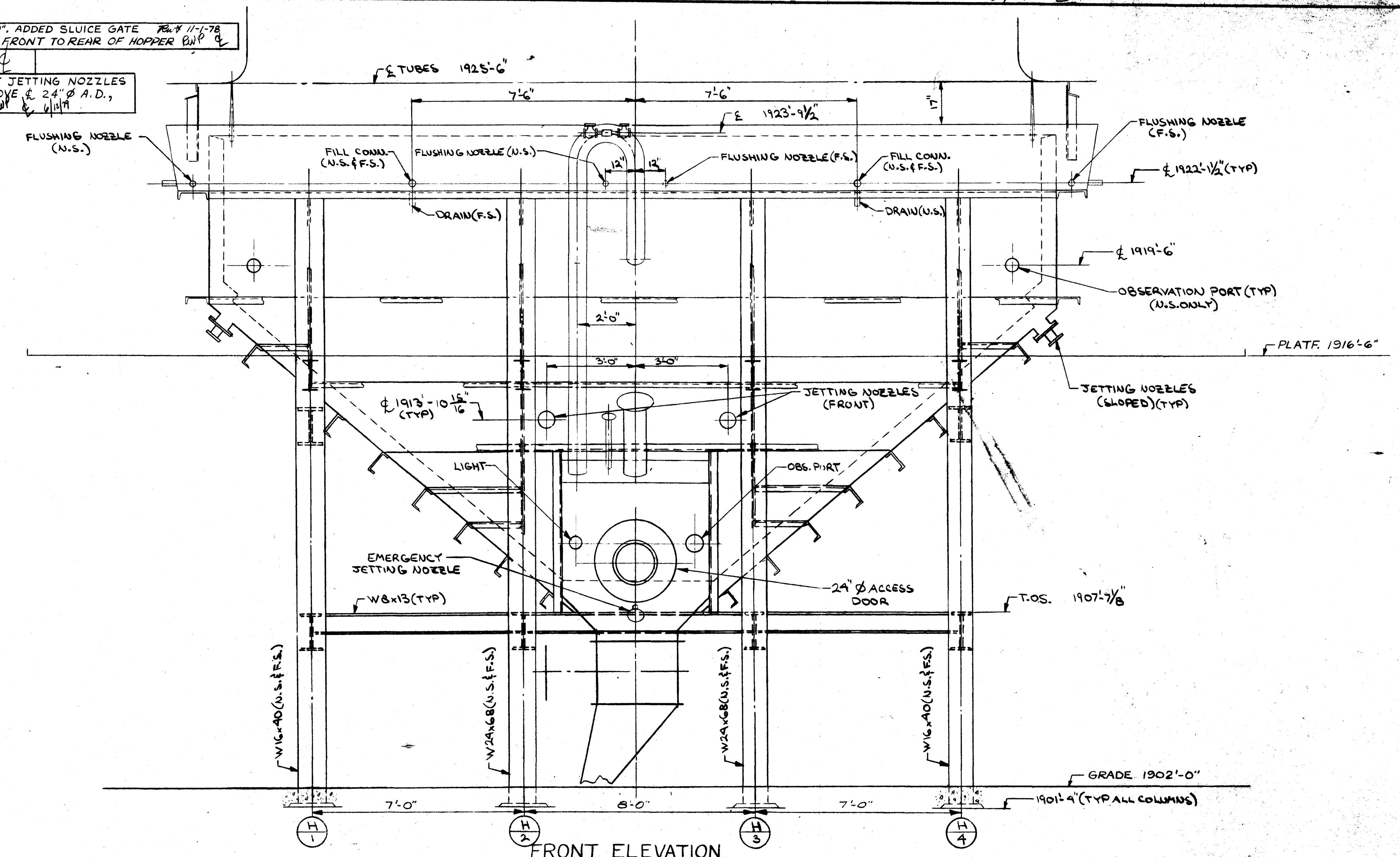
NOTES:

- 1.) PLANT LAYOUT WITH BOTTOM ASH CONVEYOR SYSTEM ADDED.
- 2.) NOT ALL EQUIPMENT SHOWN MAY BE OPERATIONAL OR SHOWN IN CORRECT LOCATIONS.

No.	Revision	By	Date

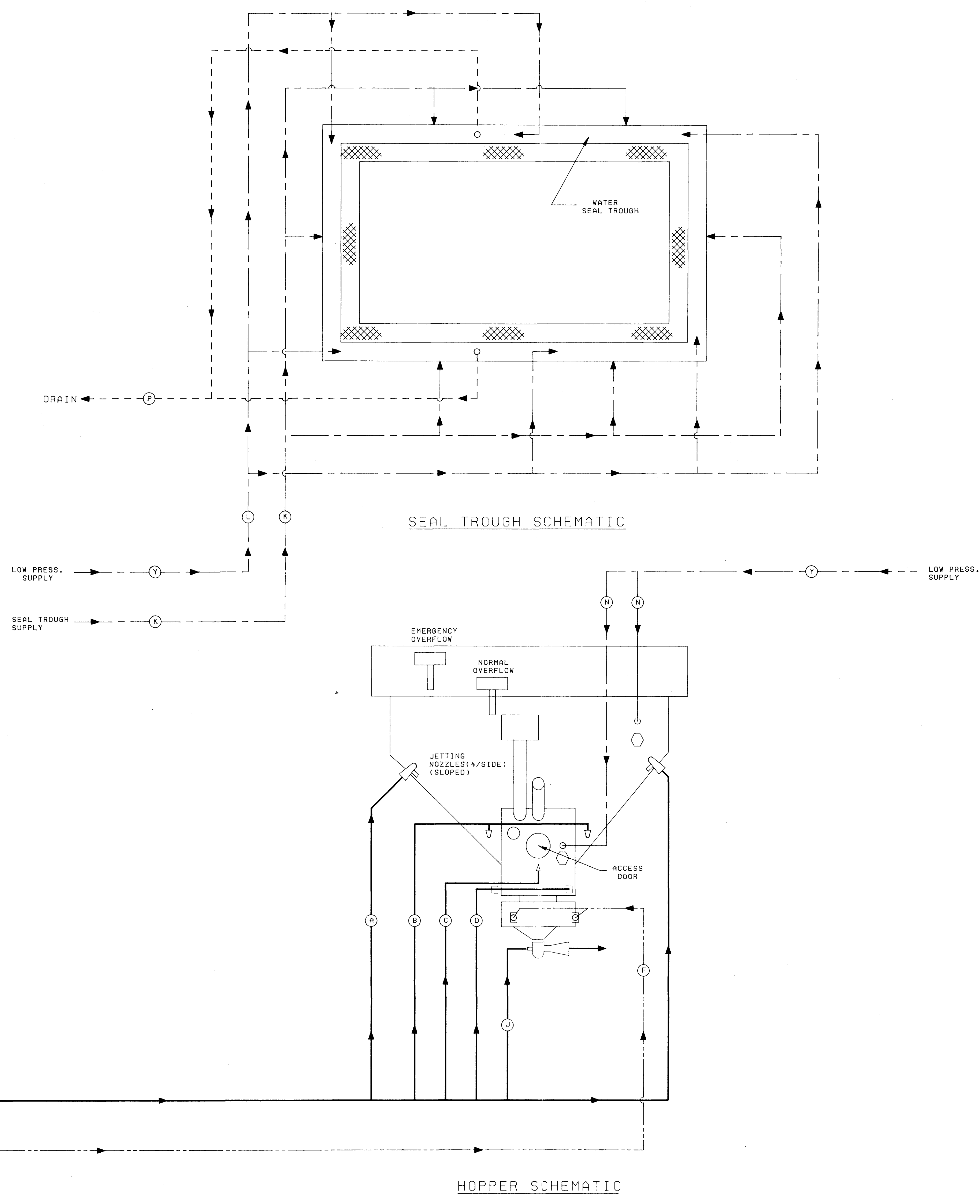
CITY OF HASTINGS ENGINEERING DEPT.			
SCALE: N.T.S.	CONTRACTOR: -	DRN. BY: BWM	
DATE: 7/31/25		APPRD. BY: -	
WEC1 BOTTOM ASH RECIRC SYSTEM			
PLANT LAYOUT			DRG. NO. PT-335-02

REVISIONS
 1 REVISED SEAL BAR LOCATION FROM 5-1/2" TO 4-10/16" FOR SHIELD FROM 3-1/8" TO 3-1/2" ON SECT. SIDE VIEW, SEAL THROUGH DESIGN & CONSTRUCTION FROM OUTWARD TO INWARD OVERFLOW, FRONT VIEW TO REAR SECTION "B-B" CLINKER GRINDER WAS 3'-0" FROM CANOE, HOPPER EMERGENCY OVERFLOW & TO EL. 1923'-6". WEIR BOXES FROM 1910'S TO 1916'S (WEIR BOX DESIGN).
 2 ADDED PLATF. AT EL. 1916'-6". LIGHTS & OBSERVATION PORTS IN SLUICE GATE ENCLOSURE, COL. LINE DESIGNATIONS, SEAL TROUGH SUPPLY & FLUSHING NOZZLES AT EL. 1922'-1/2" ENCLOSURE WATER SUPPLY, DELETED FRAMING SECTION "A-A" & FILL PIPE AT EL. 1917'-0". S.I.M. 9-20-78
 3 HOPPER EMERGENCY OVERFLOW PIPE WAS SHOWN INCORRECTLY ON RIGHT SIDE OF HOPPER IN FRONT VIEW S.I.M. 10-5-78
 4 ELEV. OF OVERFLOW PIPE WAS EL. 1923'-6". LOCATED ENCLOSURE WATER SUPPLY, EMERGENCY JETTING NOZZLES.
 5 REVISED SEAL PLATE LOCATION FROM 3-5/8" TO 3-27/32" & 10-11/32" TO 10-1/2"; ALSO DRUM LOCATION FROM 2'-9 1/4" TO 3'-9". ADDED SLUICE GATE PLATE 11-11-78
 6 HYDRAULIC RESERVOIR, ALSO RELOCATED WEIR BOXES PER B&V LETTER DATED 10-20-78 & MKD. PRINT FE#07678-B5B FROM FRONT TO REAR OF HOPPER
 7 ADDED DIMENSION OF 23 15/16" TO DRIP SHIELDS. REVISED FROM SINGLE TO DOUBLE CHECK VALVES ON OVERFLOW PIPES. 24 11-21-78
 8 ADDED 2 1/2"-150" FLANGE TO JETTING NOZZLES (SLOPED) & JETTING NOZZLES (FRONT & REAR) AND 16 1/2" DIM. TO FLANGE OF JETTING NOZZLES (FRONT & REAR). REVISED WEIR BOXES TO TOP OF STEEL, OBS. PORT & LIGHT FROM 15" TO 2'-0" OFF & UNIT & FROM 20" TO 8" ABOVE & 24" A.D., ALL OF THE ABOVE REVISION PER CUST. MKD. PRINT FE#07678-B5D WITH B&V LETTER DATED 3-22-79. 24 6-5-79



NOTE:
 VOLUMES ARE AS FOLLOWS:
 NORMAL WATER LEVEL - 1875 FT³
 ASH LEVEL - 1000 FT³

NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 RETURNED FOR CORRECTION
 JUL 1 1979
 BLACK & VEATCH
 RECEIVED
 JUL 13 1979
 BLACK & VEATCH
 RECEIVED



DESCRIPTION	CONTINUOUS		INTERMITTENT	
	GPM	PSIG	GPM	PSIG
A JETTING NOZZLES (SLOPED)			600 ✓	125
B JETTING NOZZLES (REAR)			300	125
C EMERGENCY JETTING NOZZLES			150	125
D ENCLOSURE WATER SUPPLY			100 ✓	125
F GRINDER SEAL WATER			20	20
J JET PUMP WATER SUPPLY			1040 ✓	150
K SEAL TROUGH SUPPLY (NOTE 1,2)	300	4		
L SEAL TROUGH FLUSH			275	50
N OBS. PORT CLEANING			5	50
P SEAL TROUGH FLUSH DRAIN (NOTE 3)			300	
X HIGH PRESS. WATER SUPPLY			1740	150
Y CLEAN WATER - LOW PRESS.			280	50
Z SEAL WATER-LOW PRESS. MAX. DEMAND			20	20

- NOTES:
1. MAINTAIN SEAL TROUGH WATER SO AS NOT TO EXCEED 125 DEG. F.
 2. SEAL TROUGH SUPPLY PRESSURE, 29 FEET OF HEAD AT 1902'-0" (GRADE LEVEL).
 3. AMOUNT OF WATER DRAINED DURING SEAL TROUGH FLUSHING OPERATIONS.

RECEIVED
OCT 31 1978
BLACK & VEATCH
Hastings Energy Center

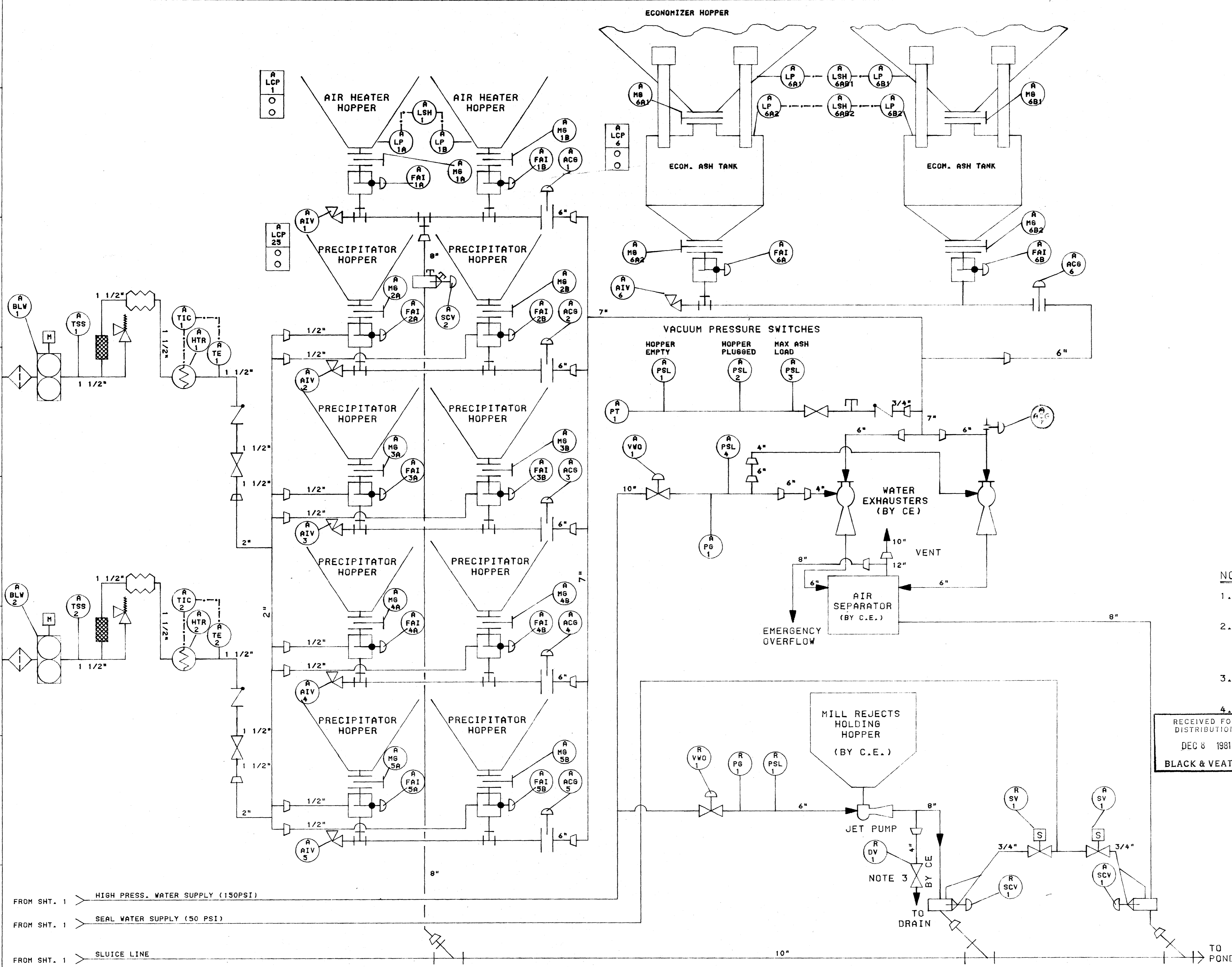
ATTENTION: ANY REVISION(S) TO THIS DRAWING MUST BE MADE IN THE INTERACTIVE GRAPHICS GROUP.
[W2.SARSZ678]

NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 RETURNED FOR CORRECTION
 OCT 19 1978
 REVIEW DOES NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR ERRORS OR DEVIATIONS FROM CONTRACT REQUIREMENTS.
 BLACK & VEATCH

B&V SPEC. 7677.62.1820
 WATER FLOW DIAGRAM
 BOTTOM ASH HOPPER/SEAL SINGLE "V"
 FOR CITY OF HASTINGS
 ENERGY CENTER UNIT #1 HASTINGS, NE.

LEGEND
 ——— HIGH PRESSURE WATER
 - - - - - LOW PRESSURE WATER
 SEAL WATER
 - · - · - DRAIN LINES

POWER SYSTEMS
 COMBUSTION ENGINEERING, INC.
 SCALE: NONE
 DRAWN BY: MICKEY DATE: 7-26-78
 CHECKED BY: DATE:
 APPROVED BY: DATE:
 COMPONENT CODE:
 THIS DRAWING IS THE PROPERTY OF POWER SYSTEMS, INC. AND IS NOT TO BE REPRODUCED OR USED TO FURNISH ANY INFORMATION FOR WHICH OR FOR WHICH OR APPARATUS EXCEPT WHERE PROVIDED FOR BY AGREEMENT WITH SAID COMPANY.
 DRAWING NO. 07678-1E-0003 REV. 01



SYMBOLS (CONT. FROM SHT. #1)

	CLOSURE, SCREWED
	PRESSURE RELIEF VALVE (BY C.E.)
	SLUICE CONVEYOR VALVE WITH ELECTRIC SOLENOID, PILOTED PNEUMATIC OPERATOR, OPEN AND CLOSED LIMIT SWITCHES, AND FLUSH CONNECTIONS. (BY C.E.)
	LOCAL CONTROL STATION (BY C.E.)
	SLUICE GATE WITH ELECTRIC SOLENOID PILOTED PNEUMATIC OPERATOR, AND OPEN AND CLOSED LIMIT SWITCHES (BY C.E.)
	REDUCER
	FIELD MOUNTED INSTRUMENT
	AIR INTAKE VALVE (BY C.E.)
	PROCESS LINE
	ELECTRIC SIGNAL
	SOLENOID
	ORIFICE
	CHECK VALVE
	FLUID FILTER

(FOR ADDITIONAL LEGEND SEE SHT 1 OF 2)

- NOTES:**
- ALL COMPONENTS FURNISHED BY CUSTOMER EXCEPT WHERE NOTED IN TABLES OR ON DRAWINGS.
 - SEAL TROUGH FLUSHING DRAIN VALVES B-VWO-A4 AND B-VWO-B4 HAVE ADJUSTABLE OPEN POSITION STOPS AND SHOULD BE LOCATED AS CLOSE AS POSSIBLE TO THE SEAL TROUGH.
 - JET PUMP, JET PUMP DRAIN VALVE AND REDUCING TEE SUPPLIED BY C.E.
 - PRESSURE GAGE NOT SUPPLIED BY CE.

RECEIVED FOR DISTRIBUTION
DEC 8 1981
BLACK & VEATCH

ATTENTION: ANY REVISION(S) TO THIS DRAWING MUST BE MADE IN THE INTERACTIVE GRAPHICS GROUP.
[W2.LD7678]

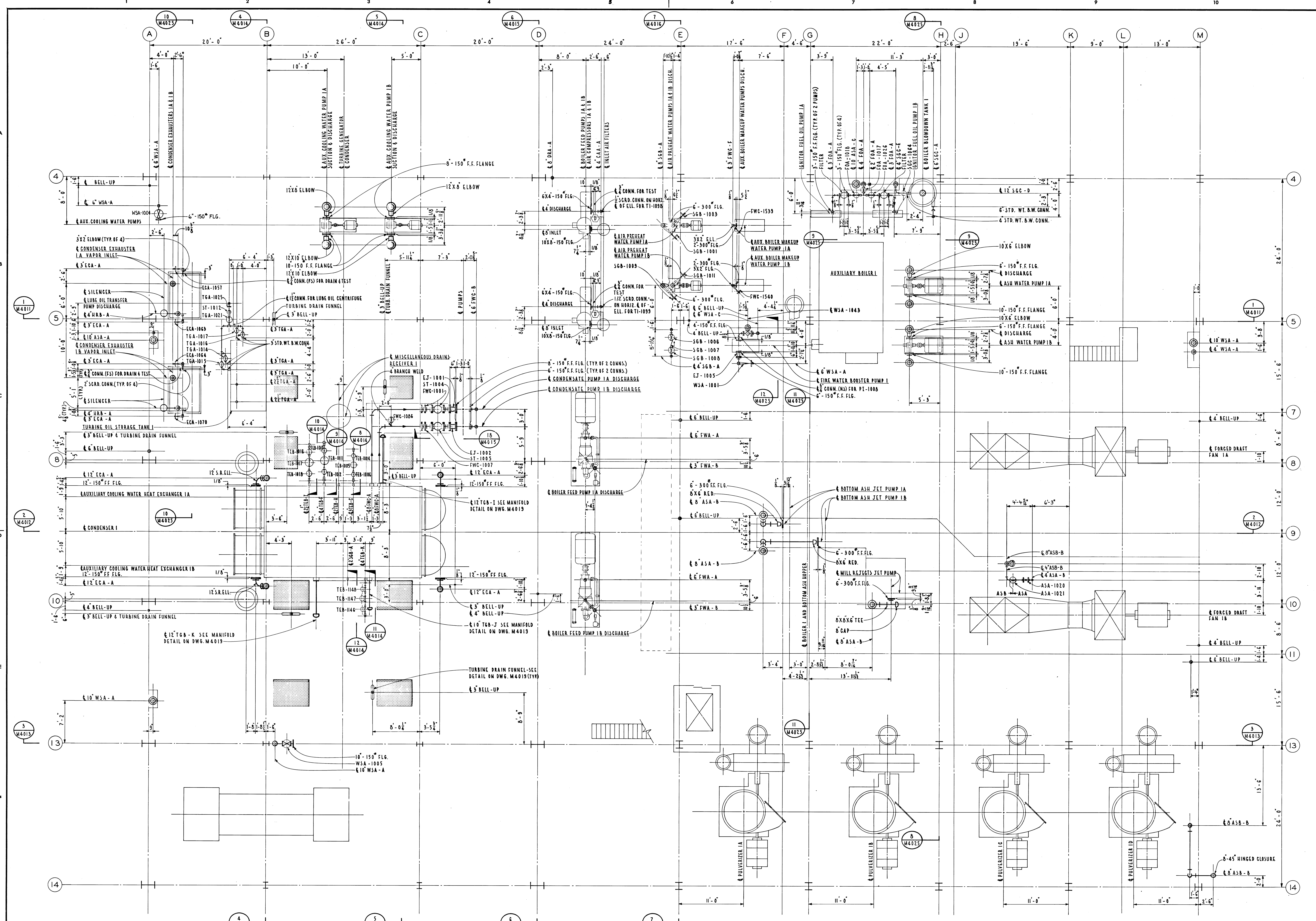
B & V SPEC. 7677.62.1820 SHEET 2 OF 2

P & I DIAGRAM
ASH HANDLING SYSTEM
CITY OF HASTINGS
ENERGY CENTER UNIT NO.1 HASTINGS, NE.

POWER SYSTEMS
COMBUSTION ENGINEERING, INC.
VENDOR, CONNECTICUT 06039.
AND IS NOT TO BE REPRODUCED OR USED TO FURNISH ANY INFORMATION FOR MAKING OF DRAWINGS OR APPARATUS EXCEPT WHERE PROVIDED FOR BY AGREEMENT WITH SAID COMPANY.

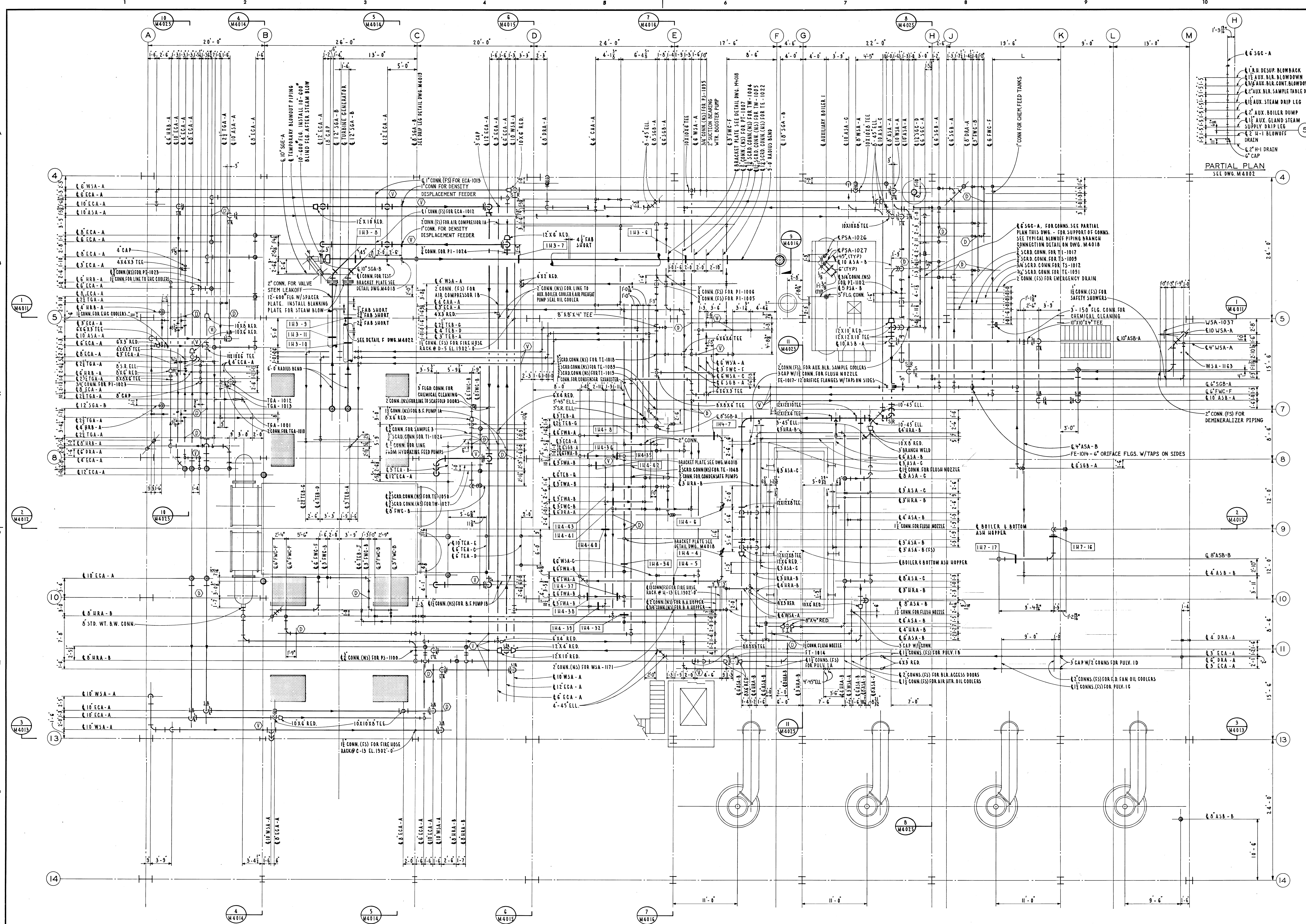
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DRAWN BY: S.CICCIO DATE: 9-5-78
CHECKED BY: E.C.S. DATE: 9-20-78
APPROVED: D.L.S. DATE: 9-28-78
COMPONENT CODE: 43-66-0100
DRAWING NO. 07678-1D-4613 REV. 05

FROM SHT. 1 > HIGH PRESS. WATER SUPPLY (150PSI)
FROM SHT. 1 > SEAL WATER SUPPLY (50 PSI)
FROM SHT. 1 > SLUICE LINE



NOTES:
 FOR ALL MISCELLANEOUS CONNECTIONS AND RELATED ACCESSORIES NOT SHOWN ON THESE DRAWINGS, REFER TO PIPING AND INSTRUMENT DIAGRAMS

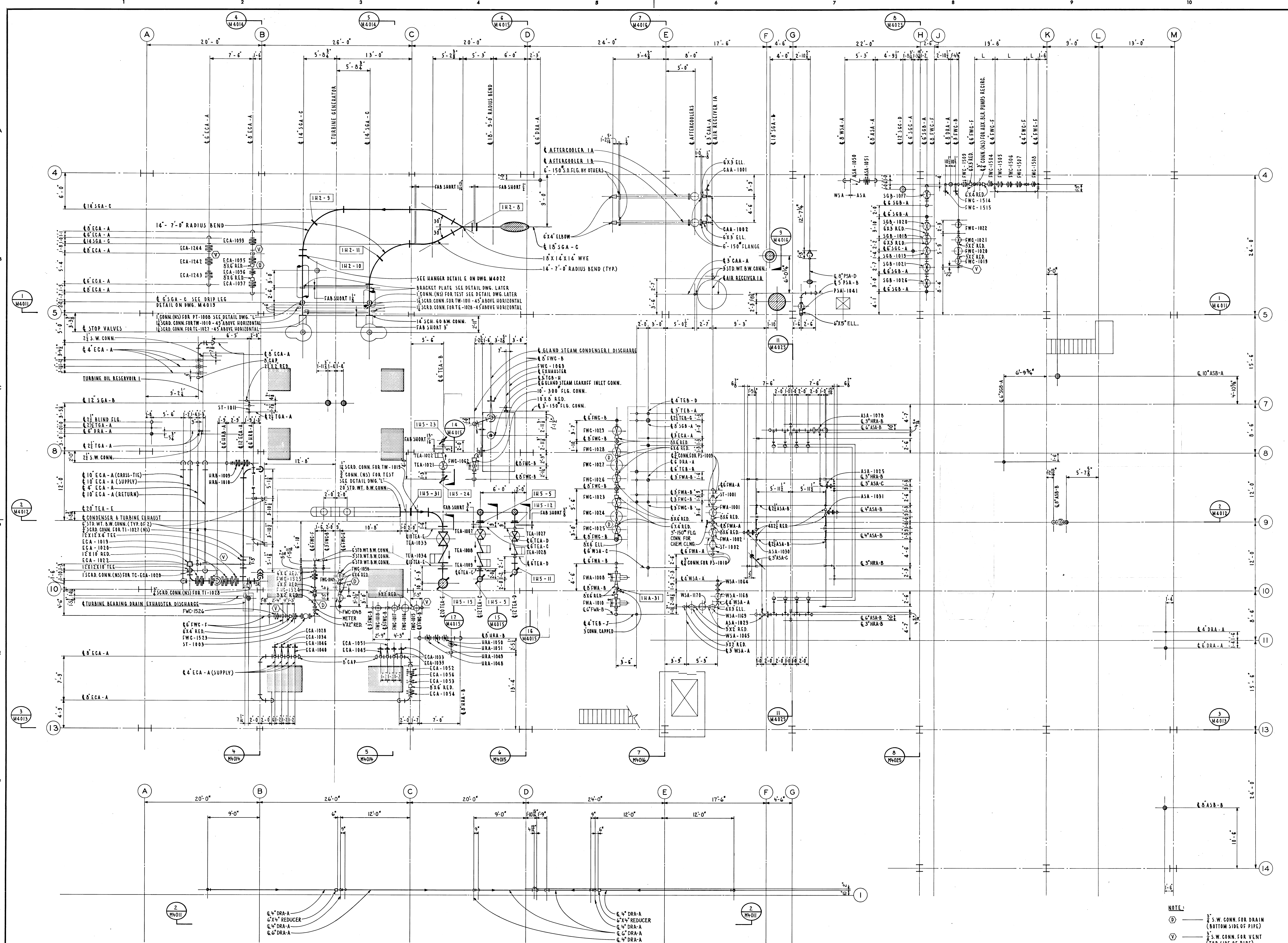
Ⓧ — 3" S.W. CONN. FOR DRAIN (BOTTOM SIDE OF PIPE)
 Ⓨ — 3" S.W. CONN. FOR VENT (TOP SIDE OF PIPE)



PARTIAL PLAN
SEE DWG. M4002

NOTE:
 (D) — 3\"/>

3 3-21-79 GENERAL REVISIONS 2 2-23-79 CONSTRUCTION - SEE 2-23-79 LETTER 1 1-12-79 APPENDUM 1 72.0000 0 12-15-78 BLD 72.0000	5 9-15-81 CONFORMED TO CONSTRUCTION RECORDS 4 11-1-79 GENERAL REVISIONS	T.J. C.J.S. C.J.S. NO. DATE REVISIONS	I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NEBRASKA. SIGNED: [Signature] DATE: 2-23-79 REG. NO. E-2965	BLACK & VEATCH CONSULTING ENGINEERS PROJECT 7677	CITY OF HASTINGS, NEBRASKA HASTINGS ENERGY CENTER UNIT 1 TURBINE AND BOILER AREA PIPING PLAN BELOW EL 1916'-0"	DAY DWG. NO. M4002 REV. 5
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PLAN
OFFICE AREA ROOF DRAINS

NOTE:
 (D) — 3/4" S.W. CONN. FOR DRAIN (BOTTOM SIDE OF PIPE)
 (V) — 3/4" S.W. CONN. FOR VENT (TOP SIDE OF PIPE)

3 3-21-79 GENERAL REVISIONS 2 2-23-79 CONSTRUCTION - SEE 2-23-79 LETTER 1 11-12-79 APPENDUM 1 72.0000 0 12-15-78 BID 72.0000	5 9-15-81 CONFORMED TO CONSTRUCTION RECORDS 4 11-1-79 GENERAL REVISIONS	TJ CJS/CJS DATE REVISIONS	DWG NO. 03 033 CHK APP	I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NEBRASKA. SIGNED: [Signature] DATE: 2-23-79 REG. NO.: E-2965	BLACK & VEATCH CONSULTING ENGINEERS PROJECT 7677	CITY OF HASTINGS, NEBRASKA HASTINGS ENERGY CENTER UNIT 1 TURBINE AND BOILER AREA PIPING PLAN BELOW EL. 1926'-0"	DWG NO. M4003 REV. 5
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