

**CONTRACT AND SPECIFICATIONS
FOR
NDS CONTROL ROOM HVAC REPLACEMENT
CITY OF HASTINGS
HASTINGS, NEBRASKA
Contract No. HU 2025-114**

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

Bid Submitted By: _____



THIS BID DOCUMENT MUST BE SUBMITTED WITH BID

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**CONTRACT AND SPECIFICATIONS
FOR
NDS CONTROL ROOM HVAC REPLACEMENT
FOR
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HASTINGS, NEBRASKA**

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ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for: **NDS Control Room HVAC Replacement HU 2025-114** until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on **Wednesday, October 1, 2025**, at which time and place all bids will be publicly opened and read aloud.

Brief description of project: Provide materials and labor for mechanical and electrical upgrades to the control room HVAC system. 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No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.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 and Payment 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 and Payment Bond.

DATED AT HASTINGS, NEBRASKA, this 11th day of September 2025.

Tyler Ficken, City Clerk

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

September 16, 2025

September 23, 2025

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

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 2025-114
NDS CONTROL ROOM HVAC REPLACEMENT

PLEASE CONTACT ANY OF THE FOLLOWING:

PROJECT QUESTIONS

Carson Moritz
Mechanical Engineer
Direct Line: 402-462-3678
Email: bidquestions@cityofhastings.org
cmoritz@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
NDS CONTROL ROOM REPLACEMENT
Contract No. HU 2025-114

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

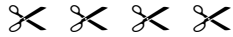
Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

To hand deliver please drop off between the hours of 8am – noon and 1pm – 5pm Monday-Friday.

Your Return Address

City of Hastings
Attn: Renae Griess
1228 N Denver Avenue
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, Administrative Assistant
Contract No: HU 2025-114
NDS Control Room HVAC Replacement
Bid Opens: Wednesday, October 1, 2025 @ 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 of Hastings prior to 1:30 pm deadline.

**PROPOSAL FOR
NDS CONTROL ROOM HVAC REPLACEMENT**

Contract No. HU 2025-114

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

Bid Opening: Oct. 1, 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 **replace the NDS Control Room HVAC and associated electrical**, for the following price, **including 7% 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.

Item #	Qty	Description	Total
1	1	LS HVAC Replacement and Electrical Upgrade	
TOTAL			
			\$
In Words			

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.

**PROPOSAL FOR
NDS CONTROL ROOM HVAC REPLACEMENT**

Contract No. HU 2025-114

- 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 _____

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

Yes _____ No _____

(ALL COSTS TO INCLUDE CITY AND STATE SALES TAX)

Contract Completion Due Date: May 1, 2026

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.

**PROPOSAL FOR
NDS CONTROL ROOM HVAC REPLACEMENT
Contract No. HU 2025-114**

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 THE 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 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 **NDS Control Room HVAC Replacement HU 2025-114.**

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.

AGREEMENT

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 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 – Engineering Department
Attention: Carson Moritz, Mechanical Engineer
1228 N Denver Ave
Hastings, Nebraska 68901

Or, by email to cmoritz@cityofhastings.org
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.
9. "Drawings" or "plans" shall mean all (a) drawings furnished by the Purchaser as a basis for proposals, (b) supplementary drawings furnished

SECTION 1 - GENERAL CONDITIONS

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 Air Handler is ready for operation and all old material has been disposed of per the specification.
15. "Final Acceptance" shall mean that all work has been completed in accordance with these specifications, 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 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

SECTION 1 - GENERAL CONDITIONS

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.

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

SECTION 1 - GENERAL CONDITIONS

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.

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

SECTION 1 - GENERAL CONDITIONS

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 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

SECTION 1 - GENERAL CONDITIONS

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.

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.

SECTION 1 - GENERAL CONDITIONS

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.

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.

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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 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.

SECTION 1 - GENERAL CONDITIONS

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.

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

SECTION 1 - GENERAL CONDITIONS

- 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.

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,

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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 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

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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

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

SECTION 1 - GENERAL CONDITIONS

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

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

SECTION 1 - GENERAL CONDITIONS

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

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 – 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

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

SECTION 1 - GENERAL CONDITIONS

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.

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 and Retainage.

The City, at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such materials are suitably stored on the site of the project at the time of preparing estimates for payment. Such payment is to be based upon the estimated value thereof as ascertained by the Engineer. Such material when so paid for by the City shall not be removed from the project without consent of the City and, in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

The City will retain five percent (5%) of the total contract amount for all work completed including change orders.

Payment of the retainage will be made within forty-five (45) days after project is substantially complete, provided the Contractor submits a Letter of Credit for 125% of the uncompleted work.

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The bid proposal price sheets include any and all work for each project. Any requirement shown in the drawings, but not listed separately in the proposal price sheets, are considered subsidiary to the work. This includes but is not limited to abandonments of existing utilities and any potholing required for utility locates prior to boring.

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 - Not applicable

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

SECTION 1 - GENERAL CONDITIONS

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 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.

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- (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.

SECTION 2 - SPECIAL CONDITIONS

SPECIAL CONDITIONS

SC.1 GENERAL. These Special Conditions are nontechnical in nature and shall supplement the General Conditions in the administration and regulation of field construction work performed under these specifications.

SC.2 ENGINEER'S DRAWINGS AND SPECIFICATIONS. After contract award, the Contractor will be furnished two sets of all drawings including revisions thereto and two working copies of the specifications without charge. Additional sets of drawings and revisions thereto and additional copies of specifications may be obtained by payment of printing, handling, and mailing costs. All drawings and specifications shall be returned to the Purchaser upon completion of the work.

SC.3 PROJECT MANAGEMENT. The coordination of all field construction will be under the direction of the Purchaser, who will be responsible for coordinating work between various contractors and for resolving any conflicts between contractors regarding scheduling or coordination.

Before making any modification to the HVAC system that may affect its operations, Contractor shall coordinate with the Engineer or with Control Room Personnel. Before performing work that renders the HVAC system inoperable, contractor must first notify the Engineer, and provide an estimate of how long the HVAC system will be down.

The NDS power generation units are mostly inactive during the spring, but they may be called up with as little as 48 hours' notice. Purchaser may require contractor to delay construction plans if they interfere with the operation of the plant.

Engineer:
Carson Moritz
402-462-3678
cmoritz@cityofhastings.org

The time of completion is a basic consideration of this Contract and the Contractor shall be responsible for performing his work in accordance with the specified construction schedule. If at any time the Contractor's work is behind schedule, the Contractor shall increase his forces, work overtime, or otherwise accelerate his operations to comply with the schedule, and shall put into effect definite procedures for getting the work back on schedule. The proposed procedures shall be subject to the Purchaser's acceptance or modification. The procedures adopted shall be put into effect immediately.

The Purchaser will not be responsible for the assignment of personnel, or for obtaining materials or supplies, or for any other services to the Contractor except the coordination of work between contractors and as specifically set forth in the contract documents.

SC.4 CONTRACTOR'S OFFICE AT SITE OF WORK. Not used.

SECTION 2 - SPECIAL CONDITIONS

SC.5 FIELD RECORDS. The Contractor shall maintain at the project site an orderly and adequate file of up-to-date copies of all Engineer's drawings and specifications, manufacturer's prints and specifications, and other contract documents and supplementary data.

In addition, the Contractor shall maintain a continuous record of all field changes by means of a set of drawings marked to indicate current "as-built" conditions. This "as-built" set of drawings shall be available for check by the Purchaser in order for him to ascertain that it is being kept current. At the conclusion of the work, the "as-built" drawings and other engineering data, accurately and neatly marked with field changes, shall be submitted to the Purchaser in the required number of copies. The "as-built" drawings and data shall include all revisions to the work made under this Contract, including those made by subcontractors.

SC.6 CONTRACTOR'S SUPERVISION AT THE SITE. The Contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work.

A superintendent experienced in construction of the type specified, knowledgeable in the pertinent industry codes and standards, and who is a permanent member of the Contractor's organization, shall be a resident at the project throughout the construction. The superintendent shall be fully authorized to act for the Contractor and to receive whatever orders or notices may be given for the proper prosecution of the work. Contractor shall provide superintendents resume for approval by Owner.

The Contractor's field organization shall include an experienced staff of qualified technical personnel to handle onsite engineering, planning, and direction of all field work.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to any affected subcontractor.

SC.7 SUBCONTRACTS. The Contractor shall perform the majority of the work with his own forces and under the management of his own organization. Specific portions of the work may be subcontracted only by subcontractors who have been listed in the Proposal and who are accepted by the Purchaser as provided in the General Conditions. All subcontractors shall be directly responsible to the Contractor and shall be under his general supervision. All work performed under subcontracts shall be subject to the same contract provisions as the work performed by the Contractor's own forces.

SC.8 RELATIONS WITH OTHER CONTRACTORS. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Purchaser, and with workmen who may be employed by the Purchaser in the vicinity of the work under this Contract, and he shall conduct his operations to minimize interference with the work of such contractors or workmen. The Contractor shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the Purchaser due to activities associated with this Contract. Any difference or conflict which may arise between

SECTION 2 - SPECIAL CONDITIONS

the Contractor and other contractor's, or between the Contractor and workmen of the Purchaser, in regard to their work shall be resolved as determined by the Purchaser.

SC.9 ACCEPTANCE OF WORK BY OTHERS. If any part of the Contractor's work is dependent upon the quality and completeness of work performed under another contract, the Contractor shall inspect the other contractor's work and promptly report defects therein which render such work unsuitable for the proper execution of the work under this Contract. Failure to report such defects to the Purchaser shall constitute the Contractor's acceptance of such work as suitable to receive the Contractor's work; provided, however, that the Contractor shall not be responsible for defects which develop after his inspection and which could not have been reasonably detected or foreseen.

SC.10 METHODS OF FIELD OPERATION. The Contractor shall inform the Purchaser in advance concerning his plans for carrying out each part of the field work. Review by the Purchaser of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Purchaser or any officer, agent, or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

Any method of work suggested by the Purchaser, but not specified, shall be used at the risk and responsibility of the Contractor, and the Purchaser will assume no responsibility therefor. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his construction plant, equipment, and methods.

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The Purchaser's construction review of the Contractor's performance is intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Shutdown of valves or equipment will be made only by Owner's personnel. In the event that an emergency condition warrants, the Contractor shall take direct action to make shutdown, but must notify Owner immediately and remain on worksite to demonstrate what has taken place to Owner's personnel.

SC.11 SAFETY, HEALTH, AND ACCIDENT PREVENTION. The Contractor shall conduct all operations under this Contract in a manner to prevent bodily harm and damage to property. The Contractor shall continuously inspect all operations, work, materials, and equipment; shall conduct health surveys of all work areas; and shall be solely responsible for the discovery, determination, and correction of conditions which constitute a risk of bodily harm or property damage.

The Purchaser will resolve conflicts regarding safety and health measures and practices. The Purchaser will monitor the Contractor's safety and health measures, and may require changes in the Contractor's Safety, Health, and Accident Prevention Program during the performance of the work.

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The Contractor shall implement and maintain a written Safety, Health, and Accident Prevention Program specifically applicable to the work. The Contractor's program shall meet the requirements of the codes and regulations of federal, state, local, and other authorities having jurisdiction over this work. The Contractor's Safety, Health, and Accident Prevention Program shall include disciplinary procedures and safety orientation training procedures applicable to Contractor and subcontractor personnel.

The Contractor's Safety, Health, and Accident Prevention Program shall include equipment to be used, sampling strategy and calculations, methods of compliance, and personnel protective equipment. The calibration, sampling, and analytical laboratory procedures used shall be in conformance with OSHA's Industrial Hygiene Field Operations Manual.

The Contractor's Safety, Health, and Accident Prevention Program shall be submitted for review by the Purchaser 30 days prior to the start of the work at the project site. This review will not relieve the Contractor of his responsibility for safety and health, nor shall such review be construed as limiting in any manner the Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions respecting his work at the project site. The Purchaser reserves the right to require the Contractor to modify any portion of his Safety, Health, and Accident Prevention Program.

The Contractor shall immediately correct any unsafe conditions identified by the Purchaser. In the event the Contractor fails to immediately correct such unsafe conditions, the Purchaser may either have the unsafe conditions corrected by others at the Contractor's expense, or direct that the work be stopped in the area of the unsafe condition; however, this right to stop the work shall not give rise to any duty on the part of the Purchaser to exercise this right.

The Contractor shall appoint a qualified Safety and Health Representative. The Safety and Health Representative shall attend all project safety and health meetings. The Contractor's Safety and Health Representative shall have the authority to have unsafe conditions corrected and direct that the work be stopped in the area of the unsafe condition, if deemed necessary.

The Contractor shall maintain accurate accident and injury reports.

The Contractor shall hold regular scheduled meetings to instruct his personnel and his subcontractors' personnel in safety and health practices. The Contractor shall furnish safety and health equipment and enforce the use of such equipment by his employees and the employees of his subcontractors.

The Contractor waives the right to bring claim for damages against the Purchaser or Engineer for any cause whatsoever because of any action taken or not taken including but not limited to the correction of unsafe conditions or work stoppages in connection with the Contractor's Safety, Health, and Accident Prevention Program or such program of another contractor. If such a claim against the Purchaser or Engineer is brought by a third party, the Contractor shall indemnify and defend the Purchaser or Engineer against such claim in accordance with the General Conditions article entitled INDEMNIFICATION.

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SC.12 FALL PROTECTION. The OSHA Fall Protection Standard 29 CFR 1926 Subpart M shall be strictly adhered to by the Contractor. Fall protection is required for all of Contractor's Work operations one hundred percent of the time, whether climbing, traveling, or working. **No Work operation is exempt from the six (6) foot fall protection requirement.**

Fall protection body harnesses, lanyards, and lifelines shall be used in accordance with OSHA Standard 1926 Subpart 502D, with the following exceptions:

Full body harnesses shall be used in lieu of safety belts.

Only lanyards with shock absorbers and locking type snap hooks shall be used.

At least two lanyards shall be used to provide one hundred percent fall protection when moving around obstructions, connection points, or other similar items.

Fall protection guardrail systems shall comply with OSHA Standard 1926 Subpart 502(b) except manila, plastic, or synthetic rope shall not be used as guardrails.

Contractor shall provide his own confined space equipment, monitors, and personnel for hole watches.

SC.13 LINES AND GRADES.

Not used

SC.14 PRESERVATION OF MONUMENTS AND STAKES.

Not used

SC.15 PROTECTION OF PROPERTY AND PUBLIC LIABILITY. The Contractor shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of the Purchaser, employees of the Engineer, and employees of other contractors or subcontractors, and all public and private property including structures, sewers, and utilities above and below ground.

The Contractor shall furnish and maintain all necessary safety equipment, such as barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

The Contractor shall give reasonable notice to the owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the work and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities.

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SC.16 EMERGENCY PROTECTION. Whenever, in the opinion of the Purchaser, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract or of adjacent structures or property, and whenever, in the opinion of the Purchaser, an emergency has arisen and immediate action is considered necessary, then the Purchaser, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor, and if the same is not paid on presentation of the bills therefor, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage which may occur.

SC.17 LOSSES FROM NATURAL CAUSES. All loss or damage arising out of the nature of the work, or from the action of the elements, or from floods or overflows, or from ground water, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or unforeseen which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

SC.18 QUALIFICATIONS OF WORKMEN. The Contractor shall employ only workmen who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

SC.19 SUNDAY, HOLIDAY, AND NIGHT WORK.

Not used.

SC.20 UNFAVORABLE CONSTRUCTION CONDITIONS.

Not used.

SC.21 REJECTED WORK AND MATERIALS. The Contractor, upon written notice from the Purchaser, shall remove from the premises all work and materials rejected as defective, unsound, improper, or in any way failing to conform to the requirements of the contract documents. The Contractor shall at his sole expense make good all work damaged by such removal and shall promptly replace materials damaged or improperly worked by him and re-execute his own work in accordance with the contract. This includes re-executing or replacing the work of any other contractor that is in any way affected by the removal of the defective work. The obligations of the Contractor under this article shall not extend to defective materials or equipment supplied by the Purchaser, if any.

If the Contractor does not remove his rejected work and materials within 10 days after written notice, the Purchaser may remove and replace such work and materials at the expense of the Contractor.

SC.22 PLACING WORK IN SERVICE. If desired by the Purchaser, portions of the work may be placed in service when completed and the Contractor shall provide proper access for

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this purpose. Such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction throughout the duration of this Contract and thereafter as provided under the "Guarantee" provisions of the General Conditions.

SC.23 CLEANLINESS. The Contractor shall give special attention to keeping the worksite clean and free from trash and debris.

Trash, debris, and waste materials shall not be allowed to accumulate, but shall be removed from the site and disposed of by and at the Contractor's expense. No on site burning shall be allowed.

Promptly upon completion of the construction work, all Contractor-owned facilities, materials, and construction plant shall be removed from the site. All surfaces damaged by deposits of foreign materials such as oil, grease, weld spatter, and paint shall be restored to their original conditions.

SC.24 PURCHASE ORDERS. Submittal of purchase orders shall not be required.

SC.25 FIRE PROTECTION. Only work procedures which minimize fire hazards to the extent practicable shall be used. Combustible debris and waste materials shall be collected and removed from the site each day, as provided under CLEANLINESS. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in well marked, safe containers. Good housekeeping is essential to fire prevention and shall be practiced by the Contractor throughout the construction period. The Contractor shall follow the recommendations of the AGC "Manual of Accident Prevention in Construction" regarding fire hazards and prevention.

The Contractor alone shall be responsible for providing adequate fire protection. Failure of the Contractor to comply with or the Purchaser to enforce, the above requirements shall not relieve the Contractor from any responsibility or obligation under this Contract.

The Contractor shall use and abide by Purchaser's hot work permit procedures.

SC.26 SECURITY. The Contractor shall be responsible for all materials and equipment in his custody or placed in construction by him. Security methods shall be employed as required to ensure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss.

The Contractor shall cooperate with the Purchaser regarding all security measures instituted at the jobsite.

SC.27 PROTECTION OF WORK. The Contractor shall be solely responsible for the protection of his work until its final acceptance by the Purchaser.

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The Contractor shall have no claim against the Purchaser or the Engineer because of any damage or loss to the Contractor's work and shall be responsible for the complete restoration of damaged work to its original condition complying with the contract documents.

In the event the Contractor's work is damaged by another party not under his supervision or control, the Contractor shall make his claim directly with the party involved. If a conflict or disagreement develops between the Contractor and one of the other contractors concerning the responsibility for damage or loss to the Contractor's work, the conflict shall be resolved as provided under RELATIONS WITH OTHER CONTRACTORS. Such conflict shall not be cause for delay in the restoration of the damaged work. The Contractor shall restore the work immediately and the cost thereof will be assigned pending the resolution of the conflict.

SC.28 PROTECTION OF CONCRETE SURFACES. Concrete floors and other concrete surfaces shall be protected from chipping, gouging, scratching, staining, and other damage. Damaged sections shall be repaired or removed and replaced subject to the Purchaser's discretion and acceptance.

Heavy planks and mats shall be placed under equipment and materials being stored, moved, assembled, or installed on or above concrete floor surfaces. Nonflammable, oil-resistant coverings shall be used to protect concrete surfaces from staining.

SC.29 PROTECTION OF ELECTRICAL RACEWAY, CABLE, AND LIGHTING FIXTURES. The Contractor shall protect electrical raceway, cable, lighting fixtures, and associated support systems against damage from movement of equipment and materials, welding, flame cutting, and other construction damage. Raceway and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables, or lighting fixtures not shielded from such operations by protective covers, the Contractor shall protect the raceways, cables, and lighting fixtures from damage by means of fire-resistant boards or blankets. Damaged materials shall be repaired or replaced subject to the Purchaser's discretion and acceptance.

Where concrete is removed, or holes are filled, the surrounding equipment shall be protected from concrete, water and dust. Where concrete is removed, dust shall be collected.

SC.30 REPAIR OF DAMAGES. The Contractor shall immediately repair any damage which results from this construction or abnormal use, including damage done to the existing facilities. All such repair work shall be acceptable to the Purchaser.

SC.31 INDEPENDENT TESTING LABORATORY. Not Used

SC.32 COOPERATION WITH THE PURCHASER. The performance of construction work which affects the operation of the Purchaser's system facilities shall be scheduled to be performed only at times acceptable to the Purchaser.

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In the event that it is necessary to interrupt the Purchaser's operations or the power supply or to impose abnormal operating conditions on the Purchaser's utility system, such procedure must be acceptable to the Purchaser and a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the Purchaser's convenience, taking into consideration the facilities and requirements at all times during construction. The Contractor shall perform work which affects the Purchaser's system facilities at times other than regular working hours if required.

SC.33 MINOR DEFECTS. The Contractor shall readjust, straighten, and repair minor defects and fabrication errors which are normally encountered in the Purchaser-furnished equipment and materials. No claims for extra compensation in connection with such work will be considered unless the claim is made in accordance with the applicable provisions in the General Conditions.

When field labor is needed to correct significant errors in the Purchaser-furnished equipment and materials, the Contractor shall furnish such labor when so requested by the manufacturer or by the Purchaser with the consent of the manufacturer. Such labor shall not be included in this Contract, and the Contractor shall obtain payment for the labor from the manufacturer.

SC.34 CHECKOUT AND INITIAL OPERATION. The Contractor shall render all services and do all work required to place each item of equipment installed by him, including all auxiliaries, piping, and wiring, in operating condition to the satisfaction of the Purchaser. Individual systems and items of equipment shall be completed in a sequence that will permit systematic checkout and trial operation of each such component before it is incorporated in the initial operation.

The Purchaser will furnish operating personnel during checkout and initial operation.

It is anticipated that the startup testing and initial operation will be in progress over extended periods of time.

All regular and overtime payrolls and all other contingencies in connection with the checkout and initial operation of equipment shall be included as a part of the lump sum contract price.

SC.35 CONSTRUCTION PLANT AND TEMPORARY FACILITIES. Temporary facilities are defined in Section 3 General Description and Scope of Work

SC.36 RECEIVING, HANDLING, AND STORAGE. Responsibilities for receiving, handling, and storage are defined in Section 3 General Description and Scope of Work.

SC.37 EQUIVALENT MATERIALS AND EQUIPMENT. Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted provided

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sufficient information is submitted to allow the Engineer to determine that the products proposed are equivalent to those named.

Requests for review of equivalency will not be accepted from anyone except the Contractor and such requests will not be considered until after the contract has been awarded.

SC.38 RIGHTS-OF-WAY.

Not used.

SC.38.1 ON PRIVATE PROPERTY.

Not used.

SC.39 FENCES.

Not used.

SC.40 PROTECTION OF PUBLIC AND PRIVATE PROPERTY.

Not used.

SC.41 MAINTENANCE OF TRAFFIC.

Not used.

SC.42 BARRICADES AND LIGHTS.

Not used.

SC.43 UNDERGROUND INSTALLATIONS

Not used.

SC.44 LAND FOR CONSTRUCTION PURPOSES.

Not used.

SC.45 ENERGIZED FACILITIES.

Not used.

SC.46 ARTIFACTS.

Not used.

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SC.47 FINAL CLEANUP AND GRADING.

Not used.

SC.48 DUST CONTROL.

Not used.

MECHANICAL SYMBOLS					
PLUMBING					
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
---AV---	ACID VENT	---140°---	HOT WATER 140°	GO	GRADE CLEAN OUT
---AW---	ACID WASTE (ABOVE FLOOR)	---140°---	HOT WATER CIRCULATING 140°	GO	DOUBLE GRADE CLEAN-OUT
---AW---	ACID WASTE (BELOW FLOOR)	G	NATURAL GAS	HB	HOSE BIBB
---CW---	COLD WATER (CW)	OF	OVERFLOW STORM DRAIN (ABOVE FLOOR)	WH	WALL HYDRANT (NON-FREEZE TYPE)
---S---	COLD SOFT WATER	OF	OVERFLOW STORM DRAIN (BELOW FLOOR)	Y.H.	YARD HYDRANT
A	COMPRESSED AIR	---	SANITARY DRAIN (ABOVE FLOOR)	---BFP---	BACK FLOW PREVENTER
---	EXISTING SANITARY DRAIN (ABOVE FLOOR)	---	SANITARY SEWER (BELOW FLOOR)	FD-X	FLOOR DRAIN SIZE-TYPE
---	EXISTING SANITARY SEWER (BELOW FLOOR)	SS	SITE STORM SEWER	FS-X	FLOOR SINK SIZE-TYPE
---	EXISTING STORM DRAIN (ABOVE FLOOR)	S	STORM DRAIN (ABOVE FLOOR)	RD-X	ROOF DRAIN SIZE-TYPE
---S---	EXISTING STORM DRAIN (BELOW FLOOR)	---S---	STORM DRAIN (BELOW FLOOR)	DS	DOWN SPOUT
---SS---	EXISTING SUB SOIL DRAIN	---SS---	SUB SOIL DRAIN	MH	MANHOLE
---AW---	EXISTING ACID WASTE (ABOVE FLOOR)	---V---	VENT	VTR	VENT THROUGH ROOF ON RISER
---AW---	EXISTING ACID WASTE (BELOW FLOOR)	W	SITE WATER PIPING		
---	HOT WATER (HW)	V	VACUUM BREAKER		
---	HOT WATER CIRCULATING (HWC)		GAS COCK		PLUMBING RISER NUMBER
---	HOT SOFT WATER		RUNNING TRAP		
---	HOT SOFT WATER RECIRCULATING	CO ¹ OR CO ²	CLEAN OUT	SH	SHOWER

HEATING - VENTILATING - AIR-CONDITIONING					
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
CWS	CHILLED WATER SUPPLY		AUTOMATIC CONTROL VALVE, 2-WAY		TURNING VANES
CWR	CHILLED WATER RETURN		AUTOMATIC CONTROL VALVE, 3-WAY		SUPPLY, OUTDOOR, OR MIXED AIR DUCT END OR RISER (SA) (CA) (MA)
PC	CONDENSATE OR BOILER FEED PUMP DISCHARGE		PRESSURE REGULATING VALVE (PRV)		RETURN EXHAUST OR RELIEF AIR DUCT END OR RISER (RA) (EA) (RLFA)
CS	CONDENSER WATER SUPPLY FROM TOWER		PIPE IN SLEEVE	XX	RECTANGULAR DUCTWORK (FIRST NUMBER IS SIDE SHOWN)
CR	CONDENSER WATER RETURN TO TOWER		VALVE IN VERTICAL PIPE	XØ	ROUND DUCT
CD	COIL OR EQUIPMENT DRAIN		F AND T TRAP CAP LBS/HR	XX φ	FLAT OVAL (FIRST NUMBER IS THE SIDE SHOWN)
GS	GLYCOL SUPPLY		BUCKET TRAP CAP LBS/HR		VOLUME DAMPER
GR	GLYCOL RETURN		AIR QUALITY SENSOR		MOTORIZED DAMPER
FOS	FUEL OIL SUPPLY		AQUASTAT		FIRE DAMPER WITH ACCESS DOOR
FOR	FUEL OIL RETURN		CO2 SENSOR		COMBINATION FIRE AND SMOKE DAMPER WITH ACCESS DOOR
FOV	FUEL OIL VENT		HUMIDISTAT		SMOKE DAMPER WITH ACCESS DOOR
G	NATURAL GAS		REMOTE SENSOR		SOUND ATTENUATOR
HPWS	HEAT PUMP WATER SUPPLY		THERMOSTAT		FLEX CONNECTION
HPWR	HEAT PUMP WATER RETURN		THERMOSTAT WITH REMOTE SENSOR		SUPPLY REGISTER OR GRILLE
HPR	HIGH PRESSURE CONDENSATE RETURN		SOLENOID VALVE (REFRIGERANT)		RETURN REGISTER OR GRILLE
HP	HIGH PRESSURE STEAM		THERMOSTATIC EXPANSION VALVE (REFRIGERANT)		TYP DIFFUSER
HW	HOT WATER SUPPLY		SIGHT GLASS		TYP EXHAUST/RETURN GRILLE
HWR	HOT WATER RETURN		MANUAL AIR VENT		Mechanical Equipment with Elec Connection See Mechanical/Electrical Coordination Schedule
LPR	LOW PRESSURE CONDENSATE RETURN		PRESSURE OR TEMPERATURE MEASURING POINTS		BREAK / CONTINUATION
LPS	LOW PRESSURE STEAM		FLOW SWITCH		
MPR	MEDIUM PRESSURE CONDENSATE RETURN		HEATING RISER		
MPS	MEDIUM PRESSURE STEAM		ACCESS DOOR - SIZE AS SHOWN OR PER SPEC.		
RL	REFRIGERANT LIQUID		EXPANSION LOOP, LENGTH AND DEPTH		
RS	REFRIGERANT SUCTION		FIN/TUBE-TYPE CAPACITY MBH (SHADED AREA INDICATES ELEMENT LOCATION)		
RD	REFRIGERANT HOT GAS DISCHARGE		FIN/TUBE-TYPE CAPACITY MBH		
B.D.D.	BACK-DRAFT DAMPER (COUNTER BALANCED)		NEW TO EXISTING CONNECTION		
			POINT OF DISCONNECT		

ABBREVIATIONS					
AFF ABOVE FINISHED FLOOR	DIA DIAMETER	GW GARAGE WASTE	OFCI OWNER FURNISHED CONTRACTOR INSTALLED	STD STANDARD	
ASHRAE AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS	DISC DISCONNECT	HGT HEIGHT	PERP PERPENDICULAR	TEMP TEMPERATURE	
ASME AMERICAN SOCIETY OF MECHANICAL ENGINEERS	DN DOWN	HTG HEATING	PVI POST INDICATOR VALVE	TYP TYPICAL	
ASTM STANDARD SPECIFICATIONS OF THE AMERICAN SOCIETY FOR TESTING MATERIALS	DPV DRY PIPE VALVE	HVAC HEATING, VENTILATING AND AIR CONDITIONING	PLBS PLUMBING	UG UNDERGROUND	
AUX AUXILIARY	DWG DRAWING	HZ HERTZ HIGH ZONE WET STANDPIPE	PNL PANEL	UL UNDERWRITERS LABORATORY	
AV ACID VENT	DX DIRECT EXPANSION	IE INVERT ELEVATION	PS PLASTER SINK	UNO UNLESS NOTED OTHERWISE	
AVG AVERAGE	EA EXHAUST AIR	IP INTERNET PROTOCOL	PSF POUNDS PER SQUARE FOOT	UPS UNINTERRUPTIBLE POWER SUPPLY	
AW ACID WASTE	EHC ELECTRIC HEATING COIL	ISB INVERTED SLOPE	PSI POUNDS PER SQUARE INCH	VA VOLT-AMPS	
AWG AMERICAN WIRE GAUGE	ELEC ELEVATION	KW KILOWATT	PVC POLYVINYL CHLORIDE	VERT VERTICAL	
BMCS BUILDING MANAGEMENT CONTROL SYSTEM	EMS ENERGY MANAGEMENT SYSTEM	LBS POUNDS	PWR POWER	VFC VARIABLE FREQUENCY CONTROL	
BFP DOUBLE CHECK BACKFLOW PREVENTER	EQIP EQUIPMENT	LZ LOW ZONE WET STANDPIPE	RA RETURN AIR	VTR VENT THROUGH ROOF	
BLDG BUILDING	EXH EXHAUST	MA MIXED AIR	REQD REQUIRED	W WAIT	
BTU BRITISH THERMAL UNIT	EXIST EXISTING	MAX MAXIMUM	RIGD RIGID GALVANIZED STEEL	WG WATER GAUGE	
BTUH BRITISH THERMAL UNIT PER HOUR	FA FIRE ALARM	MCH MECHANICAL	RH RELATIVE HUMIDITY	WP WEATHERPROOF	
CFH CUBIC FEET PER HOUR	FDC FLOOR CLEAN OUT	MECH MECHANICAL	RM ROOM	XFMR TRANSFORMER	
CFM CUBIC FEET PER MINUTE	FHC FIRE HOSE CABINET	MEV MINIMUM EFFICIENCY REPORTING VALUE	RO REVERSE OSMOSIS WATER REDUCED PRESSURE ZONE		
CL CENTER LINE	FHV FIRE HOSE VALVE	MIN MINIMUM	ROZ REDUCED PRESSURE ZONE		
CLG CEILING	FL FLOOR	MISC MISCELLANEOUS	SA SANITARY		
CLR CLEAR	FT FEET	MCA MINIMUM OUTDOOR AIR MOUNTED	SA SUPPLY AIR		
CPVC CHLORINATED POLYVINYL CHLORIDE	FW FILTERED WATER	NC NORMALLY CLOSED	SHW SOFT HOT WATER		
CRAC COMPUTER ROOM AIR CONDITIONER	GA GAUGE	NFA NATIONAL FIRE PROTECTION ASSOCIATION	SHW SOFT HOT WATER		
CV CONSTANT VOLUME	GALV GALVANIZED	NC NOT IN CONTRACT	SM SPRINKLER MAIN		
DCV DOUBLE DETECTOR CHECK VALVE ASSEMBLY BACKFLOW PREVENTER	GEN GENERAL CONTRACTOR GENERATOR	NO NORMALLY OPEN	SM SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION SPECIFICATIONS		
	GPM GALLONS PER MINUTE	NOM NOMINAL	SS STAINLESS STEEL		

SYMBOLS INDICATED HERE AND NOT USED IN THE CONTRACT DOCUMENTS DO NOT APPLY TO THIS PROJECT. ADDITIONAL SYMBOLS AND ABBREVIATIONS MAY BE INDICATED IN THE CONTRACT DOCUMENTS.

DEMOLITION NOTES:

- THE OWNER SHALL HAVE THE FIRST RIGHT OF SALVAGE FOR ALL MECHANICAL, ELECTRICAL, AND PLUMBING ITEMS BEING REMOVED. IF OWNER DECLINES, THE CONTRACTOR SHALL REMOVE FROM THE PREMISES AND DISPOSE OF PROPERLY. VERIFY OWNER'S INTENT PRIOR TO REMOVAL OR DEMOLITION.
- INFORMATION PERTAINING TO THE EXISTING BUILDING HAS BEEN OBTAINED THROUGH THE BUILDING'S ORIGINAL DRAWINGS WHERE AVAILABLE. REPORT DISCREPANCIES TO THE ARCHITECT/ENGINEER PRIOR TO ANY DEMOLITION. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- COORDINATE SHUT DOWN OF ALL UTILITIES FOR DEMOLITION WORK WITH THE OWNER.
- DISCONNECT AND REMOVE MECHANICAL SYSTEMS, EQUIPMENT, AND COMPONENTS AS INDICATED TO BE REMOVED. PIPING TO BE REMOVED: REMOVE PORTION OF PIPING INDICATED TO BE REMOVED AND CAP REMAINING PIPING WITH THE SAME OR COMPATIBLE PIPING MATERIAL. DUCTS TO BE REMOVED: REMOVE PORTIONS OF DUCT AND CAP REMAINING DUCTS WITH THE SAME OR COMPATIBLE DUCTWORK MATERIAL. EQUIPMENT TO BE REMOVED: DISCONNECT AND CAP SERVICES AND REMOVE EQUIPMENT. EQUIPMENT TO BE REMOVED AND SALVAGED: DISCONNECT AND CAP SERVICES AND REMOVE EQUIPMENT AND DELIVER TO OWNER.
- IF PIPE OR EQUIPMENT INSULATION TO REMAIN IS DAMAGED IN APPEARANCE OR IS UNSERVICABLE, REMOVE DAMAGED OR UNSERVICABLE PORTIONS AND REPLACE WITH NEW PRODUCTS OF EQUAL CAPACITY AND QUALITY.
- CONTRACTOR IS REQUIRED TO VISIT SITE AND FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING PROJECT.
- COORDINATE DEMOLITION WITH THE WORK OF OTHER TRADES. PROVIDE TEMPORARY UTILITIES AS REQUIRED TO ALLOW THE WORK OF OTHER TRADES TO PROCEED.
- DUCTWORK, PIPING, PLUMBING, AND EQUIPMENT SHOWN BOLD AND HATCHED SHALL BE REMOVED TO THE EXTENTS INDICATED.

DETAIL NOTE:

- PROJECT DETAILS ARE PROVIDED ON DESIGNATED DETAIL SHEETS. DETAILS APPLY TO THE ENTIRE PROJECT IN ALL LOCATIONS WHERE DETAILED CONDITION EXISTS AND ARE ONLY REFERENCED TO PROVIDE CLARITY IF NECESSARY.

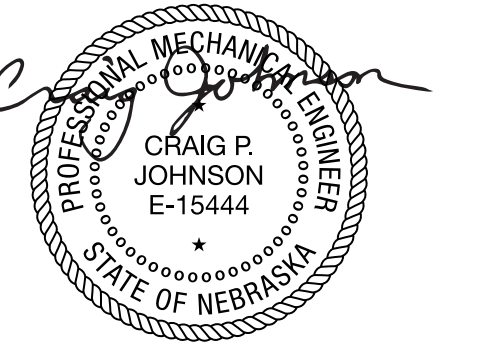
GENERAL NOTES:

- THIN LINE ITEMS INDICATE EXISTING TO REMAIN. BOLD LINE ITEMS INDICATE NEW WORK.
- CONTRACTOR IS RESPONSIBLE FOR ANY CUTTING AND PATCHING NEEDED FOR MECHANICAL INSTALLATION. PATCHING MUST MATCH EXISTING.

HVAC GENERAL NOTES:

- DO NOT RUN DUCTWORK ABOVE ELECTRICAL PANELS OR IN CODE REQUIRED CLEARANCE SPACES. COORDINATE ALL ROUTING WORK WITH ALL OTHER TRADES.
- DRAWINGS, PLANS, SCHEMATICS, AND DIAGRAMS INDICATE THE GENERAL LOCATIONS AND THE ARRANGEMENT OF SYSTEMS. WHEREVER PRACTICAL, INSTALL SYSTEMS AS INDICATED. PROVIDE OFFSETS AND ELEVATION CHANGES TO DUCTWORK, PIPING, AND PLUMBING AS REQUIRED TO COMPLETE THE LAYOUT AND COORDINATION PROCESS AS WELL AS MEET ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL COORDINATE LOCATION OF DUCTWORK IN CEILING SPACE WITH ALL TRADES PRIOR TO FABRICATION AND INSTALLATION OF DUCTWORK.
- FOR GENERAL DUCTWORK CONSTRUCTION, SEE DUCT FITTING DETAILS.
- DUCTWORK AND EQUIPMENT SHOWN WITH THIN LINES INDICATES EXISTING. DUCTWORK AND EQUIPMENT SHOWN WITH BOLD LINES INDICATES NEW.
- PROVIDE VOLUME DAMPER IN ALL BRANCH TAKEOFFS CONNECTING TO DIFFUSERS, REGISTERS, OR GRILLES AND IN LOCATIONS INDICATED.
- PROVIDE REMOTE VOLUME DAMPER BALANCING POSITION CONTROL FOR ALL VOLUME DAMPERS MOUNTED ABOVE NON-ACCESSIBLE CEILINGS.
- PROVIDE CLEARANCES TO ALL EQUIPMENT AS REQUIRED BY MANUFACTURERS' INSTALLATION AND OPERATION REQUIREMENTS AND/OR BY CODE.
- CAP ENDS OF ALL INSTALLED DUCTWORK DURING CONSTRUCTION TO MINIMIZE DIRT, DEBRIS, AND FOREIGN OBJECTS FROM ENTERING THE DUCT SYSTEM.
- COORDINATE SCHEDULE OF SHUTDOWN FOR EXISTING HVAC SYSTEMS, FOR INSTALLATION OF NEW HVAC SYSTEMS, WITH THE OWNER'S REPRESENTATIVE PRIOR TO SHUTDOWN.
- ALL INSULATION SHALL MEET THE ENERGY CODE'S INSTALLED R VALUE REQUIREMENTS.

CITY OF HASTINGS
 NORTH DENVER STATION
 CONTROL ROOM HVAC REPLACEMENT
 1228 NORTH DENVER AVENUE
 HASTINGS, NEBRASKA



CA-2169 09/05/2025

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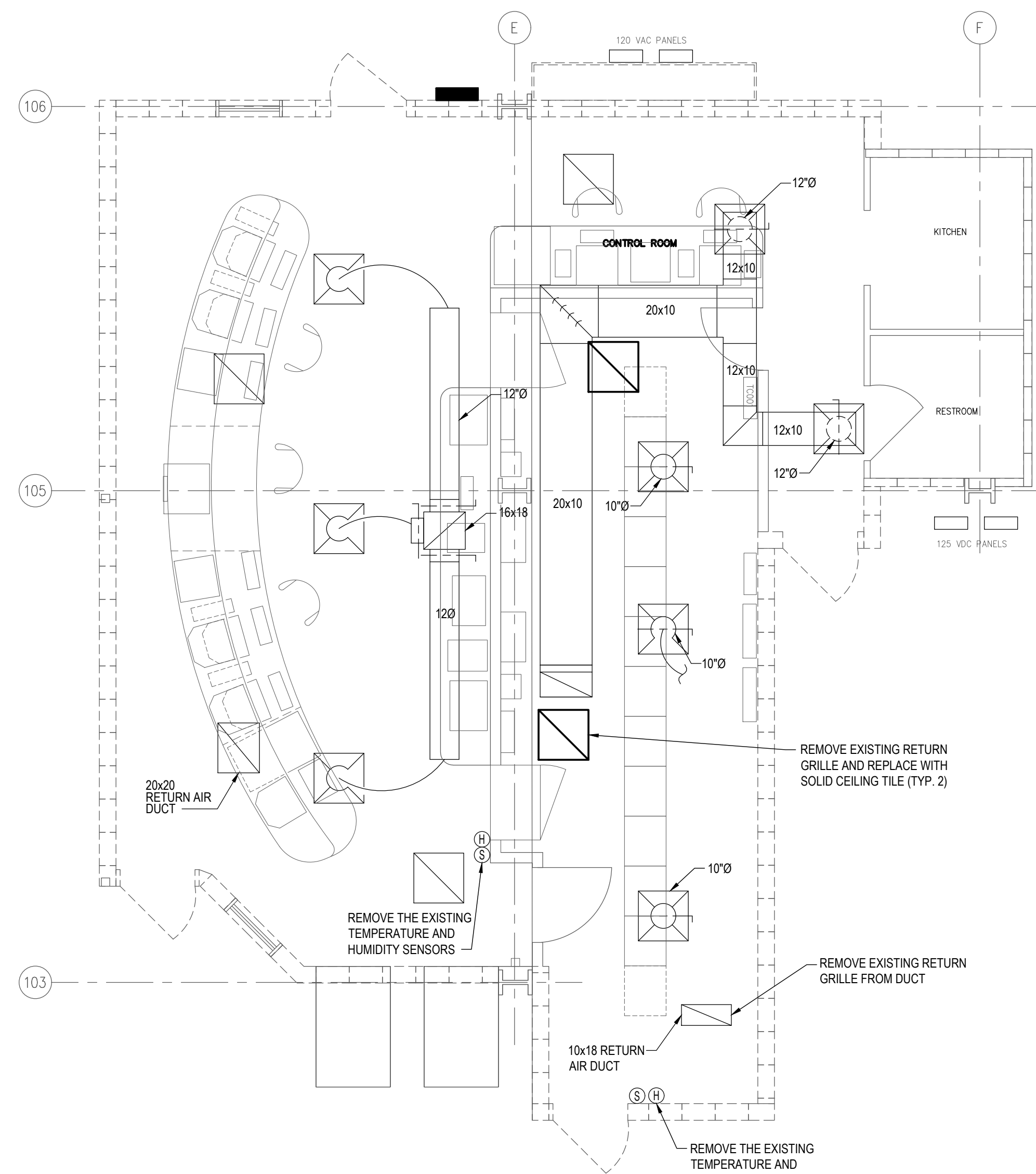
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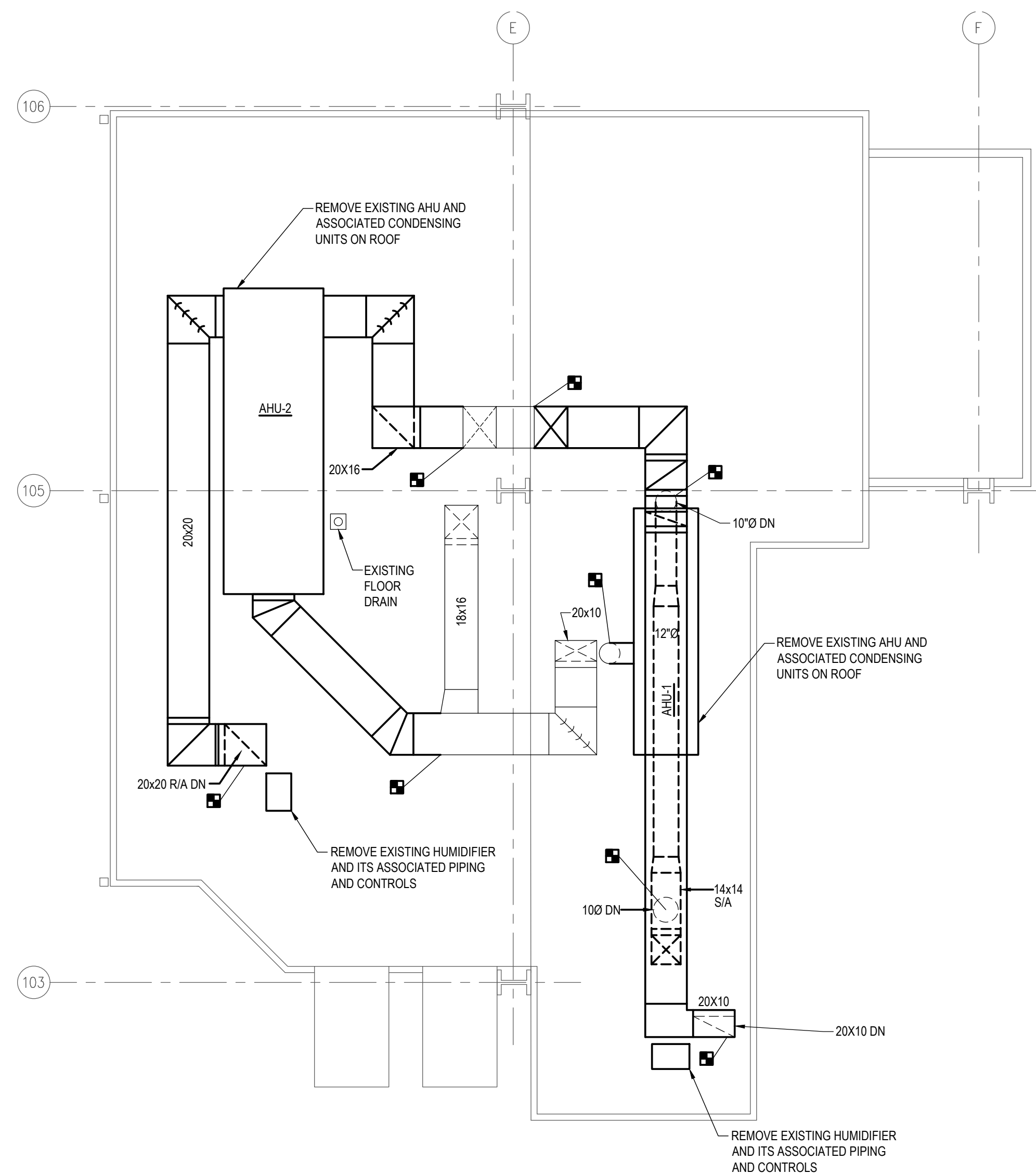
ISSUE:
CONSTRUCTION DOCUMENTS

SHEET NAME:
MECHANICAL SYMBOLS, NOTES, AND ABBREVIATIONS

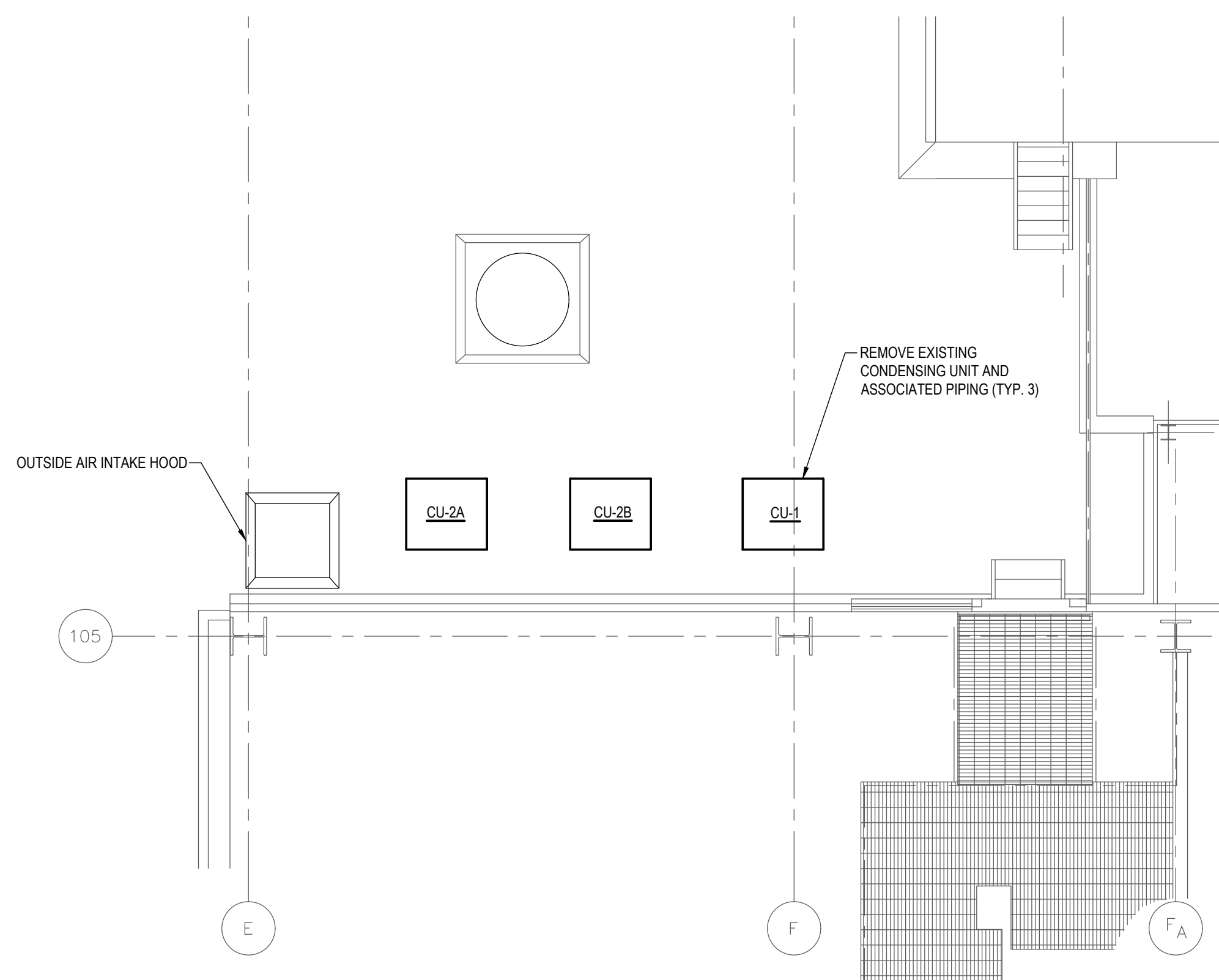
SHEET NO.:
M0-0



PARTIAL GROUND FLOOR PLAN - MECHANICAL DEMOLITION
 SCALE: 1/4" = 1'-0"

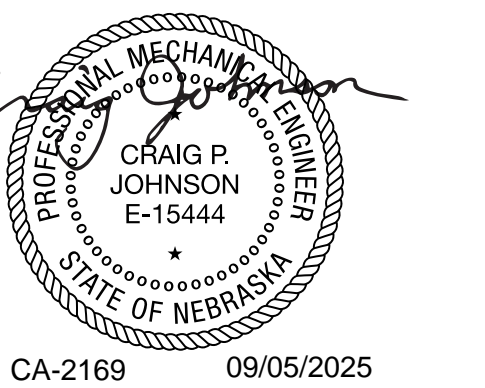


PARTIAL MEZZANINE PLAN - MECHANICAL DEMOLITION
 SCALE: 1/4" = 1'-0"



PARTIAL ROOF PLAN - MECHANICAL DEMOLITION
 SCALE: 1/4" = 1'-0"

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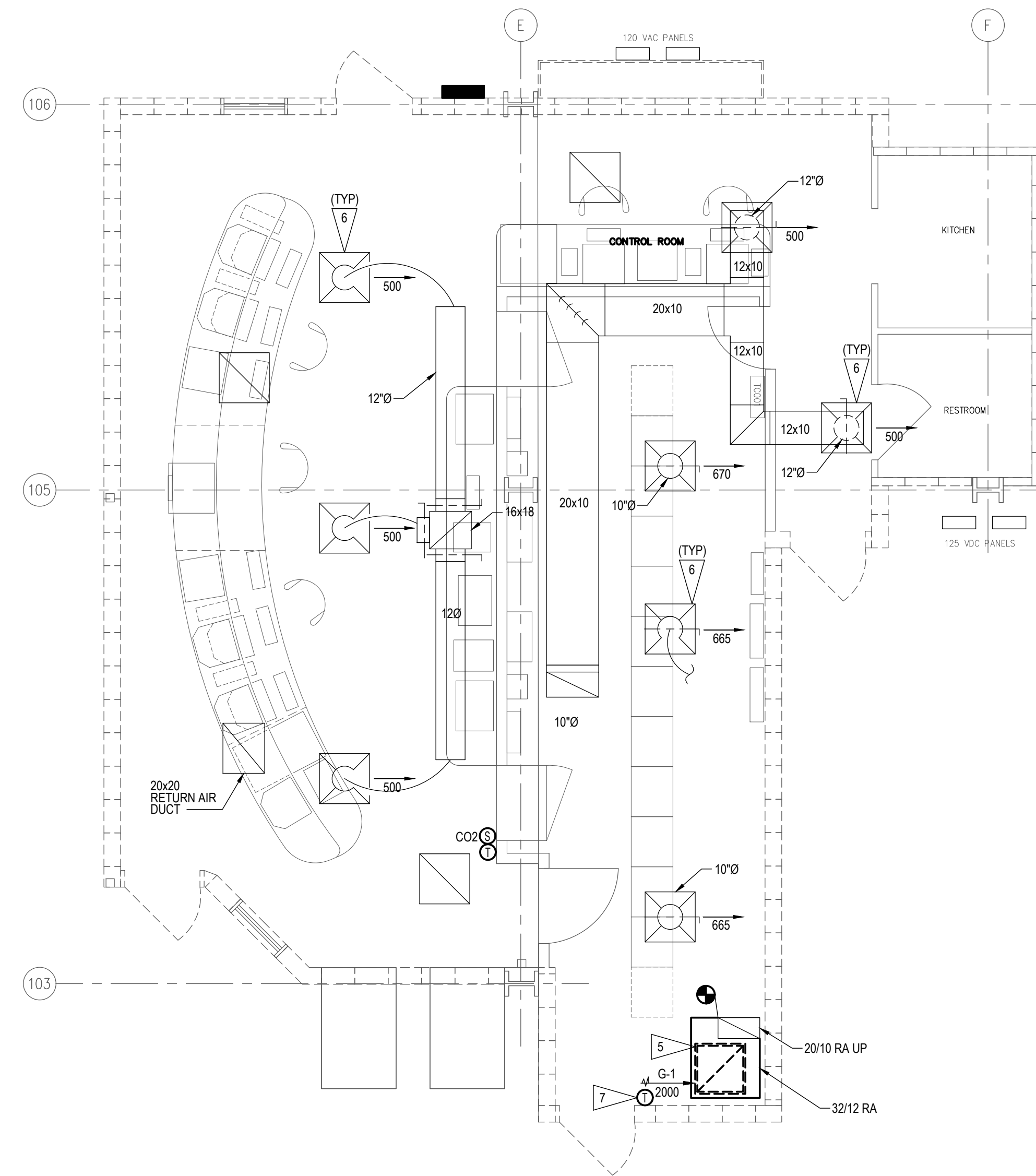
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SHEET NAME:
PARTIAL FLOOR PLANS - MECHANICAL DEMOLITION

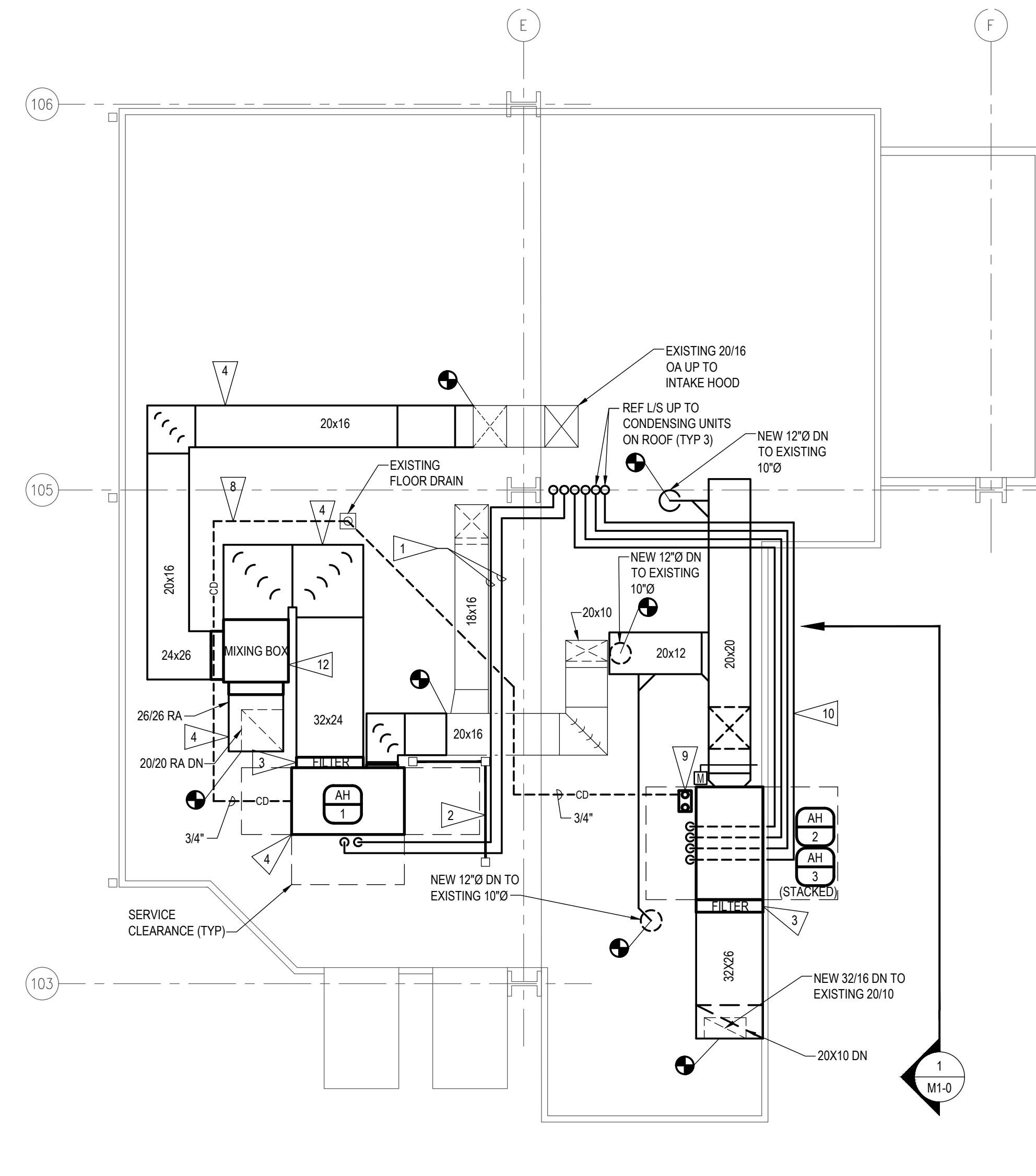
SHEET NO.:
M0-1

FLAG NOTES

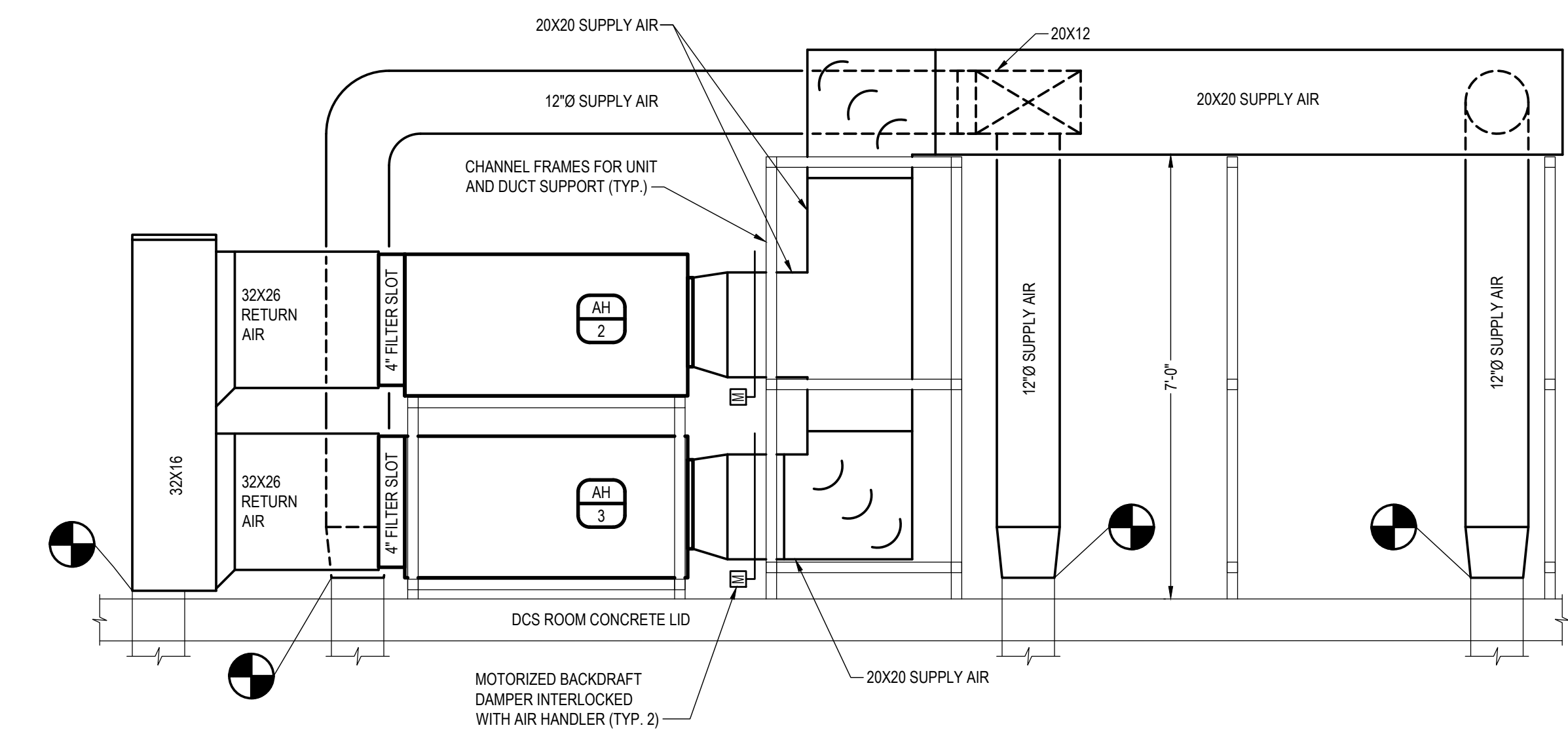
1. ROUTE REFRIGERANT LIQUID AND SUCTION LINES ALONG MEZZANINE FLOOR BELOW CRANE RAIL BEAM.
2. PROVIDE AN ANCHORED 42" HIGH, TWO RAIL GUARD RAIL SYSTEM WITH ONE 36" SIDE AND ONE 48" SIDE (BASIS OF DESIGN: CISCO EAGLE RIBBED RAIL "STAND GUARD", WWW.CISCO-EAGLE.COM) TO LIMIT ACCESS TO THE NEARBY EXISTING CRANE POWER RAIL. COORDINATE THE GUARD RAIL WITH THE AIR HANDLER AH-1 CLEARANCES.
3. PROVIDE THE MANUFACTURER-PROVIDED 4" FILTER SLOT AT THE RETURN INLET TO THE AIR HANDLING UNIT.
4. NO HVAC EQUIPMENT OR DUCT SURFACE (INCLUDING INSULATION) MAY EXTEND MORE THAN 42 INCHES ABOVE THE MEZZANINE FLOOR SURFACE. THIS WILL ALLOW THE EXISTING BRIDGE CRANE TO PASS OVER THE HVAC SYSTEM.
5. THE NEW RETURN AIR CEILING GRILLE IN THE DCS ROOM SHALL BE HARD-DUCTED TO THE RETURN AIR DUCT.
6. REBALANCE THE EXISTING CEILING DIFFUSERS TO THE NEW AIRFLOWS INDICATED ON PLAN.
7. PROVIDE SEPARATE SPACE TEMPERATURE SENSORS FOR AIR HANDLING UNITS AH-2 AND AH-3. STACKING THEM ON THE WALL AT THE LOCATION SHOWN.
8. ROUTE 3/4" CONDENSATE DRAIN LINE FROM AIR HANDLING UNIT TO EXISTING FLOOR DRAIN ON MEZZANINE FLOOR.
9. ROUTE 3/4" PUMPED CONDENSATE DRAIN LINE FROM CONDENSATE PUMP (LITTLE GIANT MODEL VCM-15, LITTLEGIANT.COM, OR EQUAL) BELOW AIR HANDLING UNITS TO EXISTING FLOOR DRAIN ON MEZZANINE FLOOR.
10. RACK THE REFRIGERANT PIPING FROM AIR HANDLING UNITS AH-2 AND AH-3 ALONG THE NEW SUPPLY AIR DUCTWORK SUPPORTS.
11. SEAL REFRIGERANT PIPE PENETRATIONS WITH WALL ENCLOSURE SYSTEMS (AIREX TITAN OUTLET TRS SERIES, AIREX/MFG.COM, OR EQUAL).
12. INSTALL A DUCT MOUNTED OUTSIDE AIR AND RETURN AIR MIXING BOX WITH MODULATING DAMPERS, WHICH WILL BE FURNISHED BY THE AIR HANDLING UNIT MANUFACTURER AND CONTROLLED BY THE CO2-BASED DEMAND CONTROL VENTILATION SEQUENCE OF THE MANUFACTURER'S PACKAGED CONTROLS.



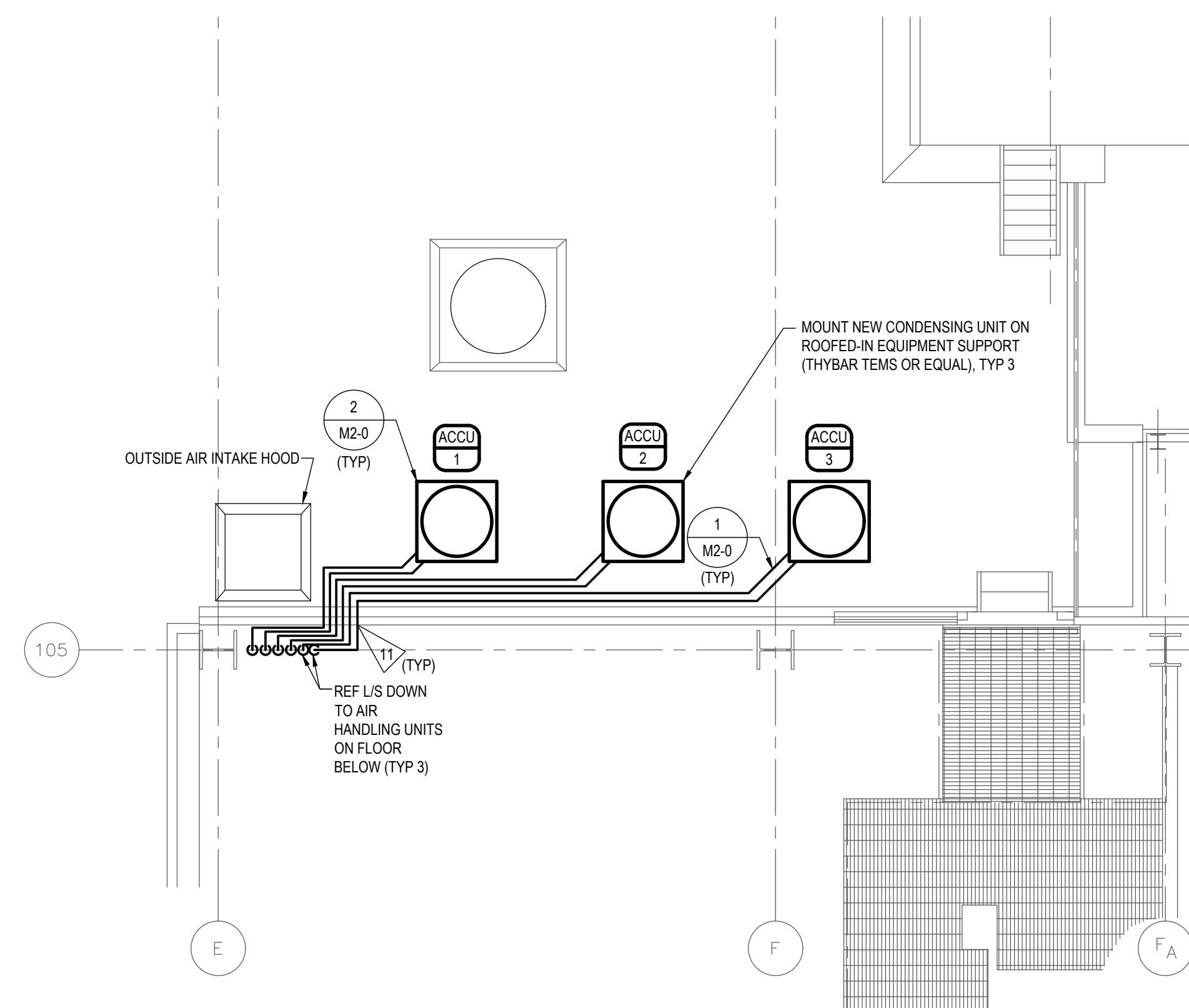
PARTIAL GROUND FLOOR PLAN - MECHANICAL NEW WORK
 SCALE: 1/4" = 1'-0"



PARTIAL MEZZANINE PLAN - MECHANICAL NEW WORK
 SCALE: 1/4" = 1'-0"

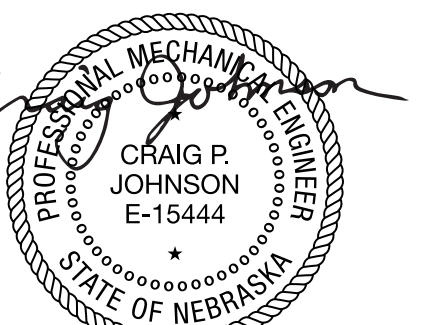


AHU-2/AHU-3 STACK ELEVATION
 1/2" = 1'-0" 1 M1-0



PARTIAL ROOF PLAN - MECHANICAL NEW WORK
 SCALE: 1/4" = 1'-0"

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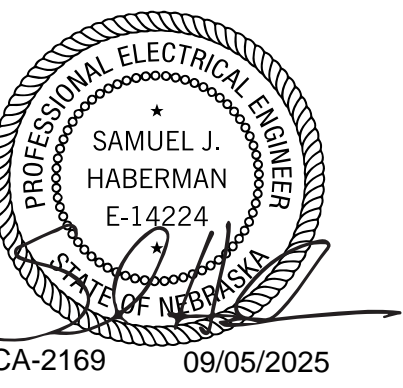
ALVINE PROJECT NUMBER
 20241598

DATE:
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ISSUE:
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SHEET NAME:
PARTIAL FLOOR PLANS - MECHANICAL NEW WORK

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M1-0



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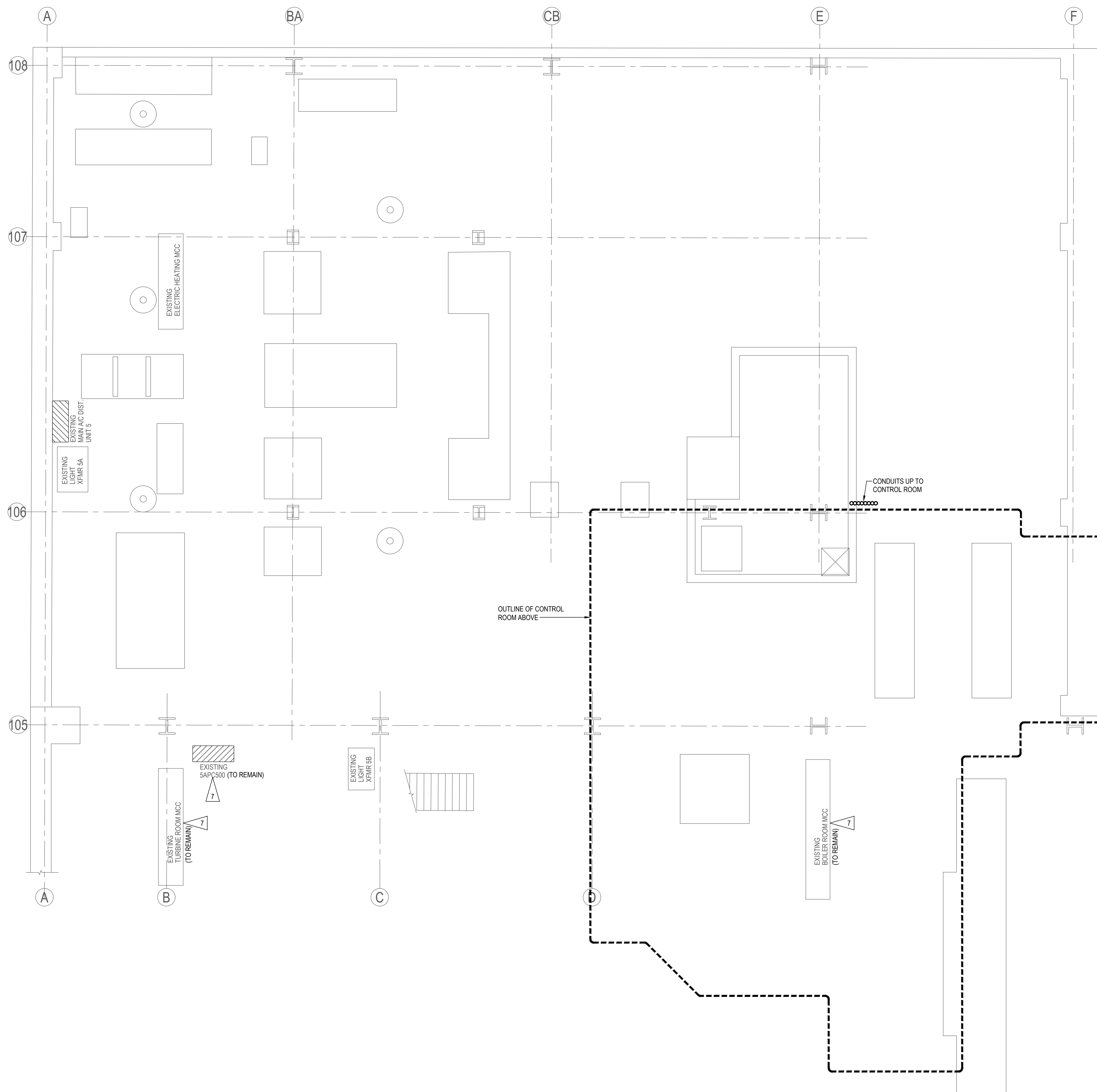
ISSUE:
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SHEET NAME:
PARTIAL FLOOR PLANS - ELECTRICAL DEMOLITION

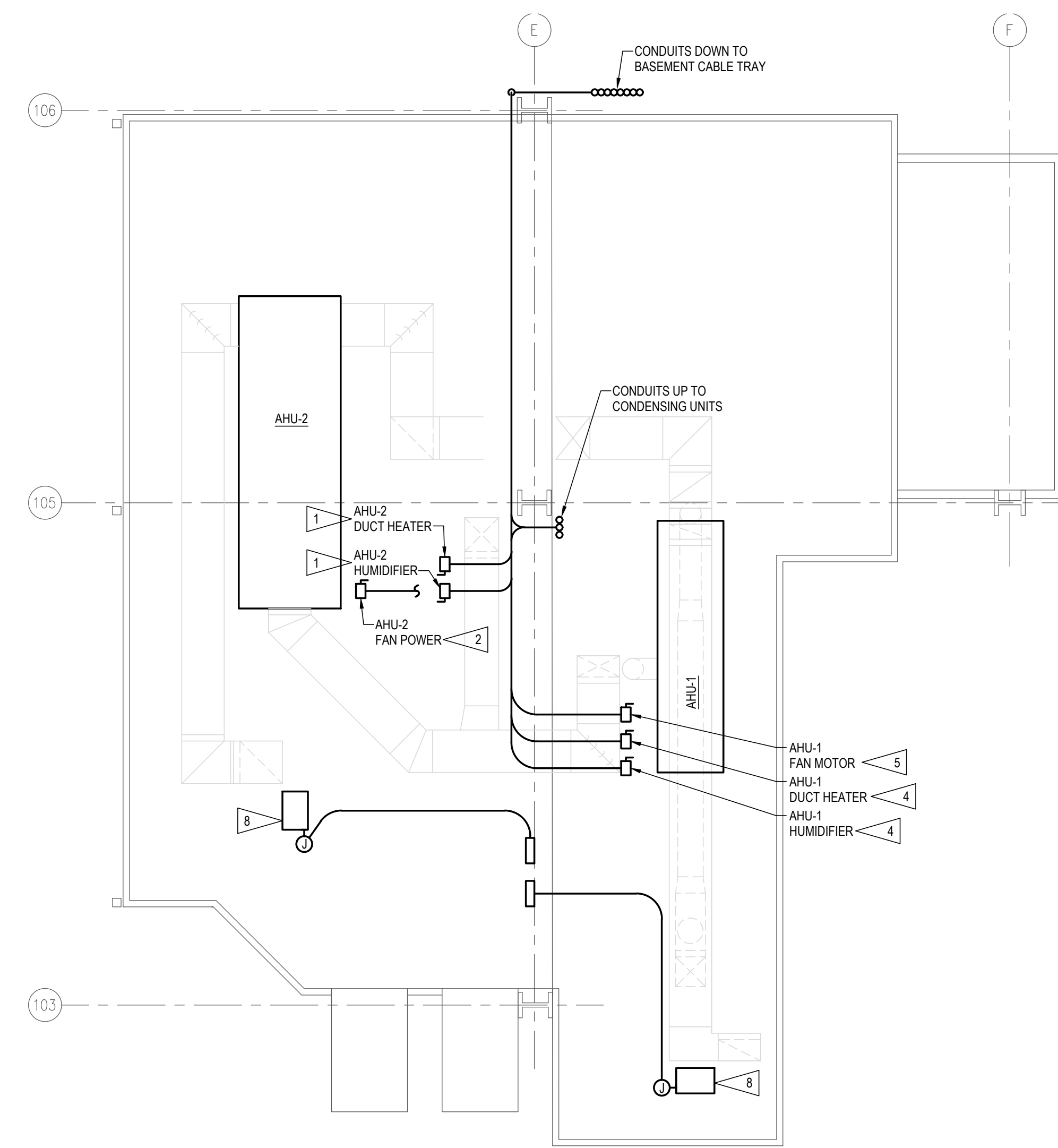
SHEET NO.:
E0-1

FLAG NOTES

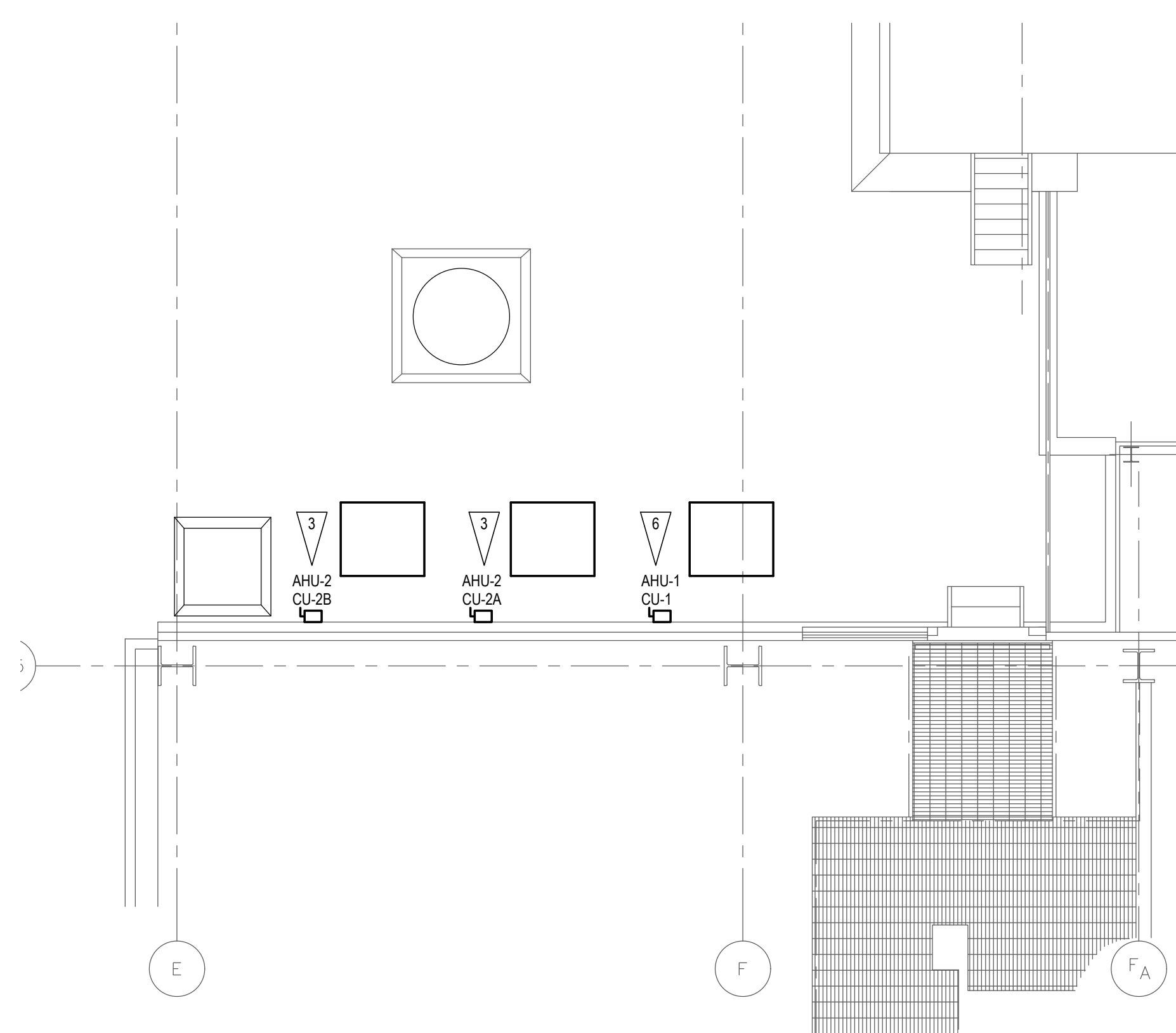
1. DISCONNECT POWER TO AHU-2 DUCT HEATER AND HUMIDIFIER. REMOVE DISCONNECT, RACEWAY AND CONDUCTORS TO SOURCE. DUCT HEATER AND HUMIDIFIER ARE FED FROM BASEMENT 480V TURBINE ROOM MCC BUCKET 5-3B.
2. DISCONNECT POWER TO AHU-2 STARTER. REMOVE DISCONNECT, RACEWAY AND CONDUCTORS TO SOURCE. STARTER IS FED FROM BASEMENT PANEL SAPC500.
3. DISCONNECT POWER TO CU-2A AND CU-2B. REMOVE DISCONNECT, RACEWAY AND CONDUCTORS TO SOURCE. BOTH CONDENSING UNITS ARE FED FROM 480V TURBINE ROOM MCC BUCKET 5-3A.
4. DISCONNECT POWER TO AHU-1 DUCT HEATER AND HUMIDIFIER. REMOVE DISCONNECT, RACEWAY AND CONDUCTORS TO SOURCE. DUCT HEATER AND HUMIDIFIER ARE BOTH FED FROM 480V BOILER ROOM MCC BUCKET 6-2A.
5. DISCONNECT POWER TO AHU-1 STARTER. REMOVE DISCONNECT, RACEWAY AND CONDUCTORS TO SOURCE. STARTER IS FED FROM 480V BOILER ROOM MCC BUCKET 4-3A.
6. DISCONNECT POWER TO CU-1. REMOVE DISCONNECT, RACEWAY AND CONDUCTORS TO SOURCE. CONDENSING UNIT IS FED FROM 480V BOILER ROOM MCC BUCKET 6-2B.
7. SEE SCHEDULES AND RISERS ON SHEET E2-0 FOR MORE INFORMATION.
8. DISCONNECT POWER TO HUMIDIFIER AND CONTROLS. REMOVE ASSOCIATED CONDUIT AND WIRING.



PARTIAL BASEMENT FLOOR PLAN - ELECTRICAL LOCATION PLAN
 SCALE: 1/4" = 1'-0"

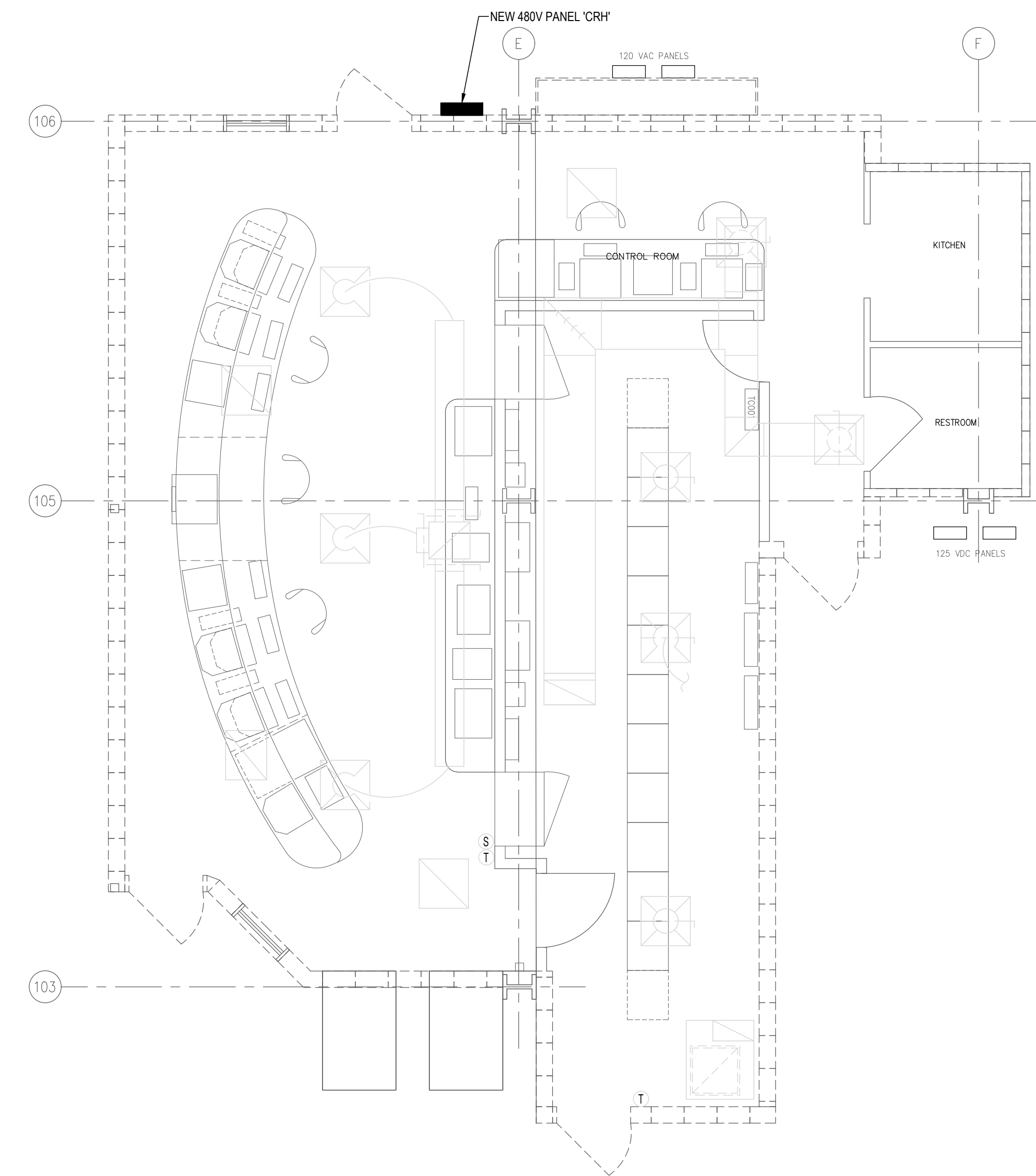


PARTIAL MEZZANINE PLAN - ELECTRICAL DEMOLITION
 SCALE: 1/4" = 1'-0"

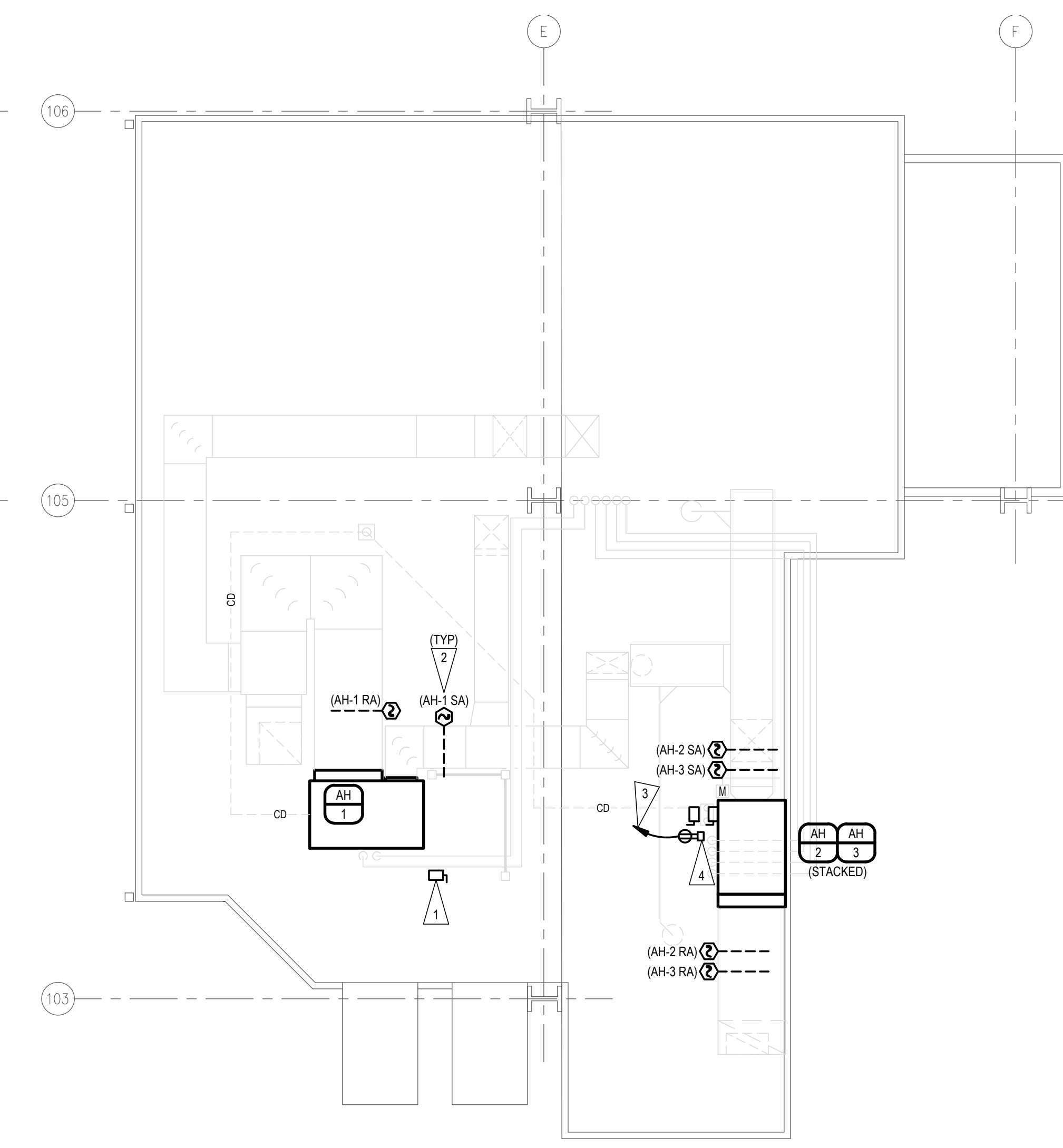


PARTIAL ROOF PLAN - ELECTRICAL DEMOLITION
 SCALE: 1/4" = 1'-0"

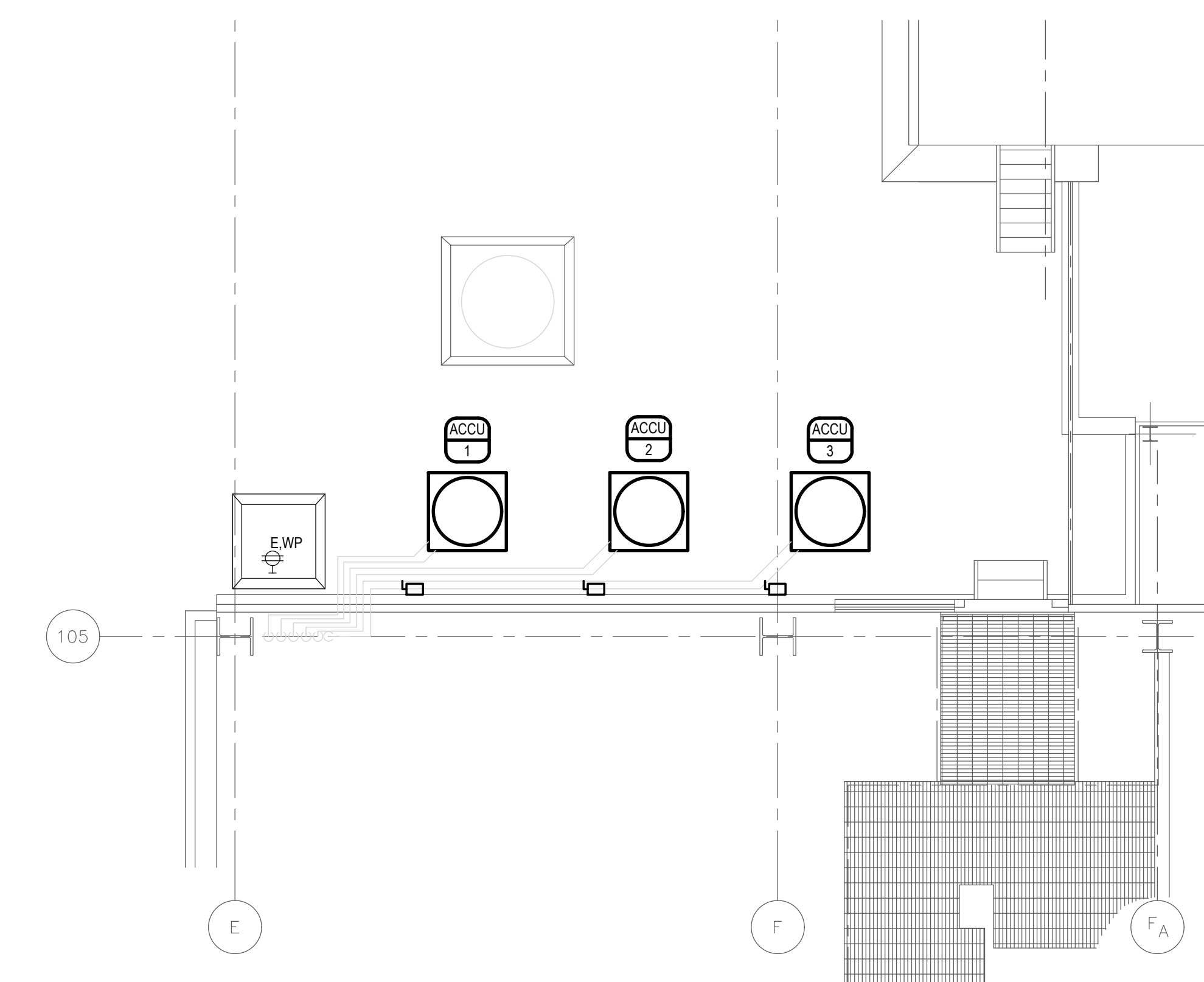
- FLAG NOTES**
1. MOUNT DISCONNECT ON UNISTRUT FRAME WORK. TOP OF DISCONNECT SHALL BE MOUNTED LOW ENOUGH TO CLEAR CRANE.
 2. PROVIDE DUCT DETECTORS AND RELAYS TO SHUTDOWN UNITS AS REQUIRED. PROVIDE PROGRAMMING FOR NEW DEVICES TO TIE INTO EXISTING SIEMENS FIRE ALARM SYSTEM. NEW DEVICES TO MATCH EXISTING.
 3. CONNECT TO NEARBY EXISTING 120V RECEPTACLE CIRCUIT.
 4. PROVIDE UNISTRUT RACKING FOR DISCONNECTS AND RECEPTACLE. LOCATE RECEPTACLE NEAR CONDENSATE PUMP. COORDINATE WITH MECHANICAL CONTRACTOR.



PARTIAL GROUND FLOOR PLAN - ELECTRICAL NEW WORK
 SCALE: 1/4" = 1'-0"

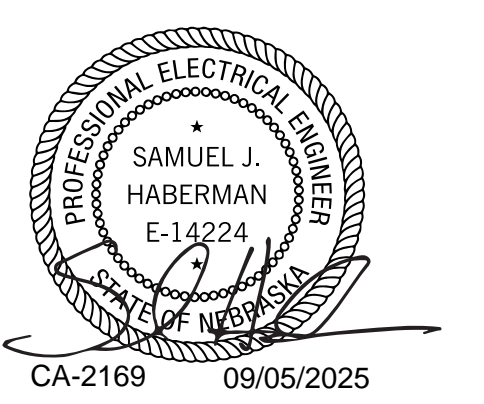


PARTIAL MEZZANINE PLAN - ELECTRICAL NEW WORK
 SCALE: 1/4" = 1'-0"



PARTIAL ROOF PLAN - ELECTRICAL NEW WORK
 SCALE: 1/4" = 1'-0"

CITY OF HASTINGS
 NORTH DENVER STATION
 CONTROL ROOM HVAC REPLACEMENT
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SHEET NAME:
PARTIAL FLOOR PLANS - ELECTRICAL NEW WORK

SHEET NO.:
E1-0

PANEL 5APC500 - EXST										
480V 3 PHASE 3 WIRE W/ GND BAR			SURFACE MOUNTED			EXISTING SIEMENS TYPE S4				
400 AMP MLO										
10000 AMPS AVAIL FAULT										
30 POLES ONE SECTION										
DESCRIPTION	LOAD VA	REMARKS	O/C	CKT #	PH	CKT #	O/C	REMARKS	LOAD VA	DESCRIPTION
HTR 5-A			15/3	1	A	2	15/3			HTR 5-B
				3	B	4				
				5	C	6				
HTR 5-C			15/3	7	A	8	15/3			HTR 5-D
				9	B	10				
				11	C	12				
UNIT 5 UPS FEED			35/3	13	A	14	15/3			HTR 5-B TO HTR 5-C BLK VLV
				15	B	16				
				17	C	18				
AHU-2 STARTER - CONTROL RM		1	20/3	19	A	20	15/3			HTR 5-D TO HTR 5-C BLK VLV
				21	B	22				
				23	C	24				
SPARE		OFF	20/3	25	A	26				SPACE
				27	B	28				
				29	C	30				

REMARKS
1. DISCONNECT LOAD FROM CIRCUIT BREAKER. PROVIDE NEW NAMEPLATE WITH LABEL "SPARE".

PANEL CRH										
480V 3 PHASE 3 WIRE W/ GND BAR			SURFACE MOUNTED			INTEGRAL SPD				
100 AMP MCB										
10000 AIC										
30 POLES ONE SECTION										
DESCRIPTION	LOAD VA	REMARKS	O/C	CKT #	PH	CKT #	O/C	REMARKS	LOAD VA	DESCRIPTION
ACCU-1	7978		20/3	1	A	2	20/3		8560	ACCU-2
				3	B	4				
				5	C	6				
AH-1	20526		35/3	7	A	8	15/3		4071	AH-2
				9	B	10				
				11	C	12				
SPARE			20/3	13	A	14	20/3		8560	ACCU-3
				15	B	16				
				17	C	18				
SPARE			15/3	19	A	20	15/3		4079	AH-3
				21	B	22				
				23	C	24				
				25	A	26				
				27	B	28				
				29	C	30				
LOAD TYPE	CONNECTED	DEMAND FACTOR	DEMAND				46267	EMD		
RECEPT	0	NEC	0				9253	20%	SPARE	
LIGHTING	0	125%	0				55520	TOTAL	VA	
MISC	0	100%	0				67	MIN.	FEEDER AMPS	
MTR/HTR	20609	100%	20609							
NONCONC	12639	0%	0							
LGST MTR	20526	125%	25657.5							

FEEDER AND BRANCH CIRCUIT SCHEDULE		
MARK	CONDUCTORS AND CONDUIT	
	3 WIRE PLUS GROUND	
20F3	3 #12, #12 GND, 1/2" C.	
30F3	3 #10, #10 GND, 1/2" C.	
40F3	3 #8, #10 GND, 3/4" C.	
100F3	3 #3, #8 GND, 1-1/4" C.	

MECHANICAL / ELECTRICAL COORDINATION SCHEDULE															
ABBREVIATIONS:															
A	AMPS	C	COMBINATION STARTER AND SAFETY SWITCH	S	SWITCH	N1	NEMA 1								
ENCL	ENCLOSURE	CB	CIRCUIT BREAKER	SF	SWITCH AND FUSTAT	N3R	NEMA 3R								
HP	HORSEPOWER	CP	CONTROL PANEL	SS	SAFETY SWITCH	N4X	NEMA 4X								
KW	KILOWATTS	C+P	CORD AND PLUG	T	LINE VOLTAGE THERMOSTAT										
PH	PHASE	I	INTEGRAL WITH EQUIPMENT	VFC	VARIABLE FREQUENCY CONTROLLER	SCCR	SHORT CIRCUIT CURRENT RATING								
V	VOLTAGE	NF	NON-FUSED												
W	WATTS	OS	OCCUPANCY SENSOR												
		EC	ELECTRICAL CONTRACTOR												
		MC	MECHANICAL CONTRACTOR												
EQUIPMENT			ELECTRICAL SYSTEM			DISCONNECT			LINE VOLTAGE CONTROLLER			AVAILABLE FAULT CURRENT (AMPS)		REMARKS	
MARK	DESCRIPTION	LOAD	V	PH	FEEDER OR BRANCH CIRCUIT	PANEL - CIRCUIT	FURNISHED BY/ INSTALLED BY	TYPE	RATING (AMPS)	ENCL	FURNISHED BY/ INSTALLED BY	TYPE	ENCL		FAULT CURRENT (AMPS)
ACCU-1	CONDENSING UNIT	11.8 MCA	480	3	20F3	CRH-1	EC/EC	SS, NF	30	N3R	MC/-	-	-	<5,000	1
AH-1	AIR HANDLING UNIT	30.9 MCA	480	3	40F3	CRH-7	EC/EC	SS, NF	60	N1	MC/-	-	-	-	1
ACCU-2	CONDENSING UNIT	12.6 MCA	480	3	20F3	CRH-2	EC/EC	SS, NF	30	N3R	MC/-	-	-	<5,000	1
AH-2	AIR HANDLING UNIT	6.1 MCA	480	3	20F3	CRH-8	EC/EC	SS, NF	30	N1	MC/-	-	-	-	1
ACCU-3	CONDENSING UNIT	12.6 MCA	480	3	20F3	CRH-14	EC/EC	SS, NF	30	N3R	MC/-	-	-	<5,000	1
AH-3	AIR HANDLING UNIT	6.1 MCA	480	3	20F3	CRH-20	EC/EC	SS, NF	30	N1	MC/-	-	-	-	1

GENERAL NOTES:
A. VERIFY/COORDINATE RATINGS FOR EQUIPMENT SUPPLIED BY THE SELECTED MANUFACTURER. WHERE RATINGS ARE OTHER THAN AS REQUIRED FOR SPECIFIED UNIT, DISCONNECTS, MOTOR STARTERS, OVERCURRENT DEVICES AND RELATED REVISIONS SHALL BE PROVIDED ACCORDINGLY. THE CONTRACTOR THAT FURNISHES EQUIPMENT WITH RATINGS OTHER THAN AS NOTED SHALL BE RESPONSIBLE FOR COORDINATION AND COSTS FOR REVISIONS TO ACCOMMODATE SELECTED EQUIPMENT.
B. SHORT CIRCUIT CURRENT RATING (SCCR) OF EQUIPMENT SHALL BE EQUAL TO OR GREATER THAN THE AVAILABLE FAULT CURRENT LISTED. SHORT CIRCUIT CURRENT RATING APPLIES TO EQUIPMENT AND DISCONNECT.
C. FRACTIONAL HORSEPOWER SINGLE PHASE MOTORS SHALL BE PROVIDED WITH INTEGRAL OVERLOAD PROTECTION.
D. DISCONNECTS SHALL BE FUSIBLE UNLESS NOTED OTHERWISE.
E. ELECTRICAL CONTRACTOR SHALL PROVIDE CIRCUIT TO EQUIPMENT AS INDICATED.
F. WHERE DISCONNECT IS NOT INDICATED ON PLANS, LOCATE AT EQUIPMENT PER NEC.

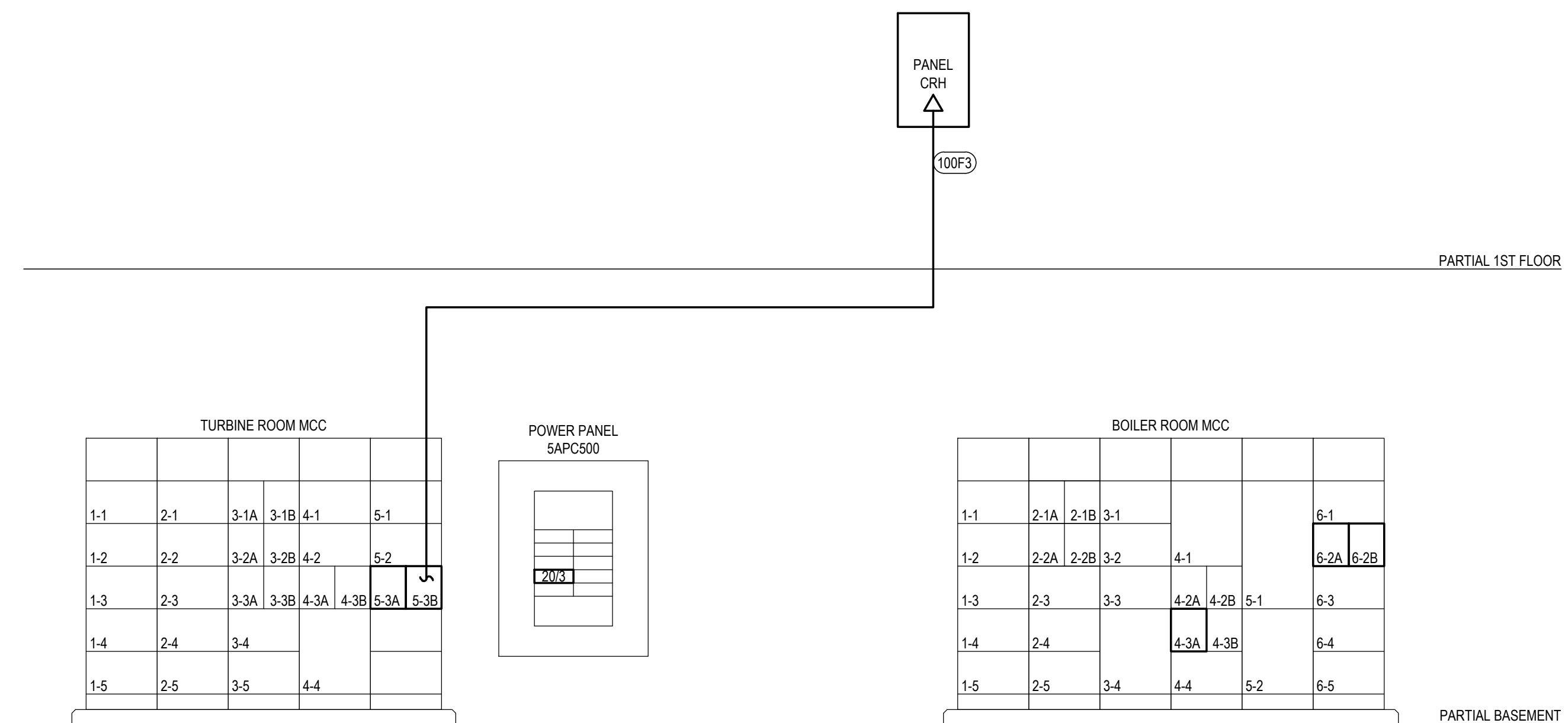
REMARKS
1. PROVIDE CONTROL WIRING IN 1/2" CONDUIT BETWEEN INDOOR UNIT AND ASSOCIATED OUTDOOR UNIT.

TURBINE ROOM MCC (480V)				
BUCKET	DESCRIPTION	STATUS	AMPS	REMARKS
1-1	TURBINE GEAR OIL PUMP	ON	50	
1-2	BEARING DRAIN EXHAUST	ON	3	
1-3	GLAND STEM COND EXHAUST	ON	10	
1-4	TURBINE GEAR	ON	5	
1-5	VAPOR EXTRACTOR	ON	3	
2-1	WEST SCANNER AIR PUMP	ON	10	
2-2	TURBINE BASEMENT VENT FAN	ON	40	
2-3	TURBINE ROOM FAN NO 3	ON	10	
2-4	TURBINE ROOM FAN NO 4	ON	10	
2-5	UNASSIGNED	OFF - LOCKED	10	
3-1A	UNKNOWN - VERIFY	ON	70	
3-1B	TURBINE OIL PURIFIER HEATER	OFF - LOCKED	40	
3-2A	AUX FEED UNIT AUX TRANSFORMER	ON	15	
3-2B	TURBINE OIL PURIFIER	OFF - LOCKED	15	
3-3A	OFFICE AIR CONDITIONER	ON	40	
3-3B	SOUTH BATTERY CHARGER	OFF	15	
3-4	SOUTH ELECTRIC BOILER FEED PUMP	ON	25	
3-5	BLANK	-	-	
4-1	UNASSIGNED	OFF - LOCKED	25	
4-2	UNASSIGNED	OFF - LOCKED	70	
4-3A	UNASSIGNED	OFF - LOCKED	30	
4-3B	CONTROL PWR TRANSFORMER SA	ON	40	
4-4	BLANK	-	-	
5-1	BLANK	-	-	
5-2	FEED FOR 5APC500 480V AC	ON	100	
5-3A	CU 2A-2B COMPRESSORS	ON	40	1,2
5-3B	AHU-3 CTRL ROOM DUCT HEATER & HUM	ON	100	1,3,4

REMARKS
1. DISCONNECT EXISTING LOAD FROM BUCKET CIRCUIT BREAKER.
2. PROVIDE NEW NAMEPLATE, LABEL "SPARE".
3. CONNECT NEW PANEL TO EXISTING BUCKET CIRCUIT BREAKER. SEE POWER RISER DIAGRAM.
4. PROVIDE NEW NAMEPLATE, LABEL "480V PANEL CRH".

BOILER ROOM MCC (480V)				
BUCKET	DESCRIPTION	STATUS	AMPS	REMARKS
1-1	AIR PREHEATER DRIVE	ON	10	
1-2	AIR HEATER LUBE OIL PUMP	ON	3	
1-3	AIR PREHEAT CLEANER	OFF - LOCKED	3	
1-4	SCANNER FAN S-1 (EAST)	ON	25	
1-5	BLANK	-	-	
2-1A	NORTH BATTERY CHARGER	ON	15	
2-1B	UNASSIGNED	OFF - LOCKED	15	
2-2A	#2 AUX #5 MAIN PWR XFMR	ON	70	
2-2B	AUX FEED RESER. AUX XFMR	ON	5	
2-3	TURBINE ROOM FAN NO 1	ON	10	
2-4	TURBINE ROOM FAN NO 2	ON	10	
2-5	EAST CHEMICAL PUMP	ON	3	
3-1	WEST CHEMICAL PUMP	ON	3	
3-2	DEMINERALIZ. RECYCLING PUMP	OFF	10	
3-3	CAUSTIC PUMP	OFF	3	
3-4	ACID PUMP	OFF	3	
4-1	CONTROL PWR. DISTRIB. PANEL	OFF - LOCKED	30	
4-2A	BLANK	-	-	
4-2B	CONTROL PWR TRANSF. 5B	ON	40	
4-3A	AHU-1 FAN MOTOR	ON	30	1
4-3B	AIR DRYER	OFF	30	
4-4	AIR HEATER LUBE OIL CLR RADIATOR FAN	ON	25	
5-1	CONTROL PWR. AUTO TRANS. SWITCH	-	-	
5-2	CONTROL PWR. TRANSF. 5B	-	-	
6-1	BLANK	-	-	
6-2A	AHU-1 DUCT HEATER HUM. DCS ROOM	ON	40	1
6-2B	CU1 COMPRESSOR DCS ROOM	ON	30	1
6-3	BLANK	-	-	
6-4	BLANK	-	-	
6-5	BLANK	-	-	

REMARKS
1. DISCONNECT EXISTING LOAD. PROVIDE NEW NAMEPLATE, LABEL "SPARE".

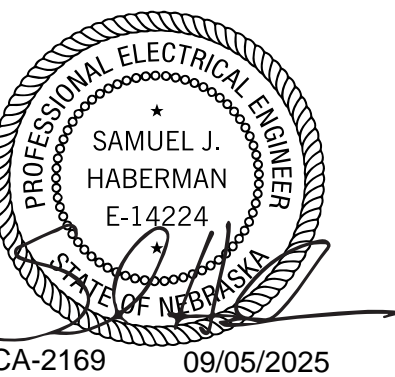


PARTIAL POWER RISER DIAGRAM

NOT TO SCALE

1
E2-1

CITY OF HASTINGS
NORTH DENVER STATION
CONTROL ROOM HVAC REPLACEMENT
1228 NORTH DENVER AVENUE
HASTINGS, NEBRASKA



CA-2169 09/05/2025

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NOTE:
DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS and clearances from ARCHITECTURAL, STRUCTURAL, shop and other appropriate drawing or as file. Lay out and coordinate all work prior to installation to provide clearances required for operation, maintenance, and codes and verify non-interference with other work. DO NOT FABRICATE PRIOR TO VERIFICATION OF CLEARANCE FOR ALL TRUCKS. READ SPECIFICATIONS.

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DATE
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ISSUE:
CONSTRUCTION DOCUMENTS

SHEET NAME:
ELECTRICAL SCHEDULES AND PARTIAL RISER DIAGRAM

SHEET NO.:
E2-0