

**CONTRACT DOCUMENTS  
&  
TECHNICAL SPECIFICATIONS**

**HU 2025-57**

**WEC 1 FLY ASH SILO FOUNDATIONS AND PAVING**

**CITY OF HASTINGS**

**Proposals Will Be Opened Promptly At  
1:30 PM, Wednesday, May 7, 2025**

Bid Submitted By: \_\_\_\_\_



**Table of Contents**

**CONTRACT AND SPECIFICATIONS  
FOR  
WEC UNIT 1 FLY ASH SILO  
FOUNDATIONS AND PAVING  
FOR  
CITY OF HASTINGS  
HASTINGS, NEBRASKA**

Contract No. HU 2025-57

**I. BIDDING DOCUMENTS**

Advertisement for Bids .....1-2  
Instruction to Bidders .....3  
Contact Sheet... .....4  
Submittal Instructions .....5  
Mailing Instructions .....6

**II. CONTRACT FORMS**

Proposal.....7-10  
Formal Contract Agreement.....11-12  
Performance Bond.....13-14  
Insurance .....15  
Affidavit.....16

**III. TECHNICAL SPECIFICATIONS**

Section 1 – General Conditions .....17-36  
Section 2 – Special Conditions .....37-39  
Section 3 – General Description and Scope of Work .....40-43  
Appendix A – Attachments.....44-64  
Appendix B – Site Pictures .....65-68

## ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for the **WEC 1 Fly Ash Silo Foundations and Paving, HU 2025-57** until 1:30 p.m. at the City of Hastings, 1228 N Denver Ave., Hastings, Nebraska, on Wednesday, May 7, 2025, at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Construction of the fly ash silo foundation, paving, and area drainage in Hastings, Nebraska.** If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the [Plan Holders Submittal Form](#) that is located on the City website: <https://www.cityofhastings.org/bids/>.

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

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

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

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

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

DATED AT HASTINGS, NEBRASKA, this 9th day of April 2025.

CITY OF HASTINGS, NEBRASKA

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Tyler Ficken, City Clerk

Publish:  
April 15, 2025  
April 22, 2025

Furnish 2 proofs of publication

## INSTRUCTIONS TO BIDDERS

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

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

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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

PLEASE CONTACT ANY OF THE FOLLOWING:

TECHNICAL QUESTIONS

Brandon Miller – Mechanical Engineer  
1228 N Denver Ave  
Hastings, NE 68901  
Ph# 402-462-3653  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)

GENERAL QUESTIONS OR REQUESTS

Rena Griess  
Engineering Admin Assistant  
Ph# 402-462-3665  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)

**IMPORTANT SUBMITTAL INSTRUCTIONS**  
**ON HOW TO SUBMIT YOUR BID**  
**FOR**  
**CITY OF HASTINGS**  
**WEC UNIT 1 FLY ASH SILO FOUNDATIONS AND PAVING**  
**Contract No. HU 2025-57**

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.

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

**FAILURE TO RETURN REQUIRED BID DOCUMENTS**

**COULD SUBJECT YOUR BID PROPOSAL TO BE REJECTED**

# IMPORTANT MAILING (OR HAND DELIVERY) INSTRUCTIONS

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

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

<p>Your Return Address</p> <p>City of Hastings Attn: Renae Griess 1228 N Denver Avenue Hastings, NE 68901</p> <p><b><u>This Information MUST BE typed or written in the lower left hand corner of return envelope OR SIMPLY CUT OUT AND TAPE ON YOUR RETURN ENVELOPE</u></b></p> <p>✂ ✂ ✂ ✂</p> <table border="1"><tr><td><p><b>BID DOCUMENTS ENCLOSED</b> <b>ATTN: Renae Griess</b> <b>Contract No: Fly Ash Silo Foundations and Paving HU 2025-57</b> <b>Bid Opens: Wednesday, May 7, 2025 @ 1:30 PM</b></p></td></tr></table>	<p><b>BID DOCUMENTS ENCLOSED</b> <b>ATTN: Renae Griess</b> <b>Contract No: Fly Ash Silo Foundations and Paving HU 2025-57</b> <b>Bid Opens: Wednesday, May 7, 2025 @ 1:30 PM</b></p>
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If returning Fed-X or similar carrier, please enclose the bid in an “inner” envelope which is sealed. Please make sure BOTH envelopes are properly marked on the OUTSIDE OF THE ENVELOPE as shown in the example above.

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

**Proposal for WEC Unit 1  
Fly Ash Silo Foundations and Paving  
Contract No. HU 2025-57**

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

**Bid Opening: May 7, 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, Material List, and all other parts of this document, do herein submit our proposal to furnish, install, and perform all tasks required to complete said project area(s) for the total costs.

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

<b>Fly Ash Silo Foundations and Paving</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization	L.S.	1	\$	\$
2	Bonding and Insurance	L.S.	1	\$	\$
3	Sawcut Existing Concrete Driveway	L.F.	95	\$	\$
4	Remove Existing Pavement	S.Y.	124	\$	\$
5	Remove Existing Storm Sewer Pipe	L.F.	149	\$	\$
6	Install Storm Drain Yard Basins	EA.	4	\$	\$
7	Install 8" Storm Sewer Pipe including trenching and connection to existing storm sewer	L.F.	263	\$	\$
8	Overexcavation	C.Y.	50	\$	\$
9	Subgrade Preparation	S.Y.	922	\$	\$
10	10" Concrete Pavement	S.Y.	922	\$	\$
11	Concrete Header Block	L.F.	45	\$	\$
12	Thickened Concrete Edge	L.F.	170	\$	\$
13	Grind 6" Curb to 2" Drop Curb	L.F.	25	\$	\$
14	Silo Mat Foundation	EA.	1	\$	\$
15	Utility Rack Foundations (including tie-in to existing precipitator building pier cap)	EA.	2	\$	\$

**Proposal for WEC Unit 1  
Fly Ash Silo Foundations and Paving  
Contract No. HU 2025-57**

16	Pipe Support Spread Footing and Pedestals	EA.	1	\$	\$
17	Pipe Bollards with concrete base and covers	EA.	3	\$	\$
18	Expansion Joint Filler and Sealant – paving to silo foundation, header block, and pipe trench wall	L.S.	1	\$	\$
19	Earthwork and Final Grading	L.S.	1	\$	\$
20	Aggregate Surfacing	Ton	149	\$	\$
21	Sales Tax	*(For Option 1 Contractors only) Sales Tax on materials of the above items		\$	\$
<b>TOTAL</b>				\$	
In Words					

**Liquidated Damages:** The Contractor shall pay a fee of \$500.00 per working day for failure to deliver the work before the specified dates in accordance with Section 1.806 – Liquidated Damages of Section 1 – General Conditions.

**Desired Project Completion Date: July 25, 2025**

Note: Unit prices shall prevail in the case of potential mathematical discrepancies.

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

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](http://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.

**Proposal for WEC Unit 1  
Fly Ash Silo Foundations and Paving  
Contract No. HU 2025-57**

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

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

Option 1 \_\_\_\_\_

Option 2 \_\_\_\_\_

Option 3 \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

**(ALL COSTS TO INCLUDE CITY AND STATE SALES TAX)**

The undersigned bidder agrees to furnish the required performance bond and to enter into a contract within ten (10) days after acceptance of the Proposal and further agrees to complete all work covered by the foregoing Proposal in accordance with specified requirements.

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. City of Hastings will award all bid sections to one contractor.

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 bid documents, including proposals, bid bonds, subcontractor designation, etc., must be submitted with original signatures. No copies will be accepted.**

**Proposal for WEC Unit 1  
Fly Ash Silo Foundations and Paving  
Contract No. HU 2025-57**

***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 \_\_\_\_\_ of (town) \_\_\_\_\_ in the State of \_\_\_\_\_, Party of the Second Part, hereinafter called the "Contractor".

**WITNESSETH: THAT,**

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

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

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

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **HU 2025-57 Fly Ash Silo Foundations and Paving.**

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

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

**IN WITNESS WHEREOF:** The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF HASTINGS  
Party of the First Part

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR  
Party of the Second Part

SEAL

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED TO FORM:

\_\_\_\_\_  
City Attorney

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

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that, whereas the principal, by an instrument in writing  
attached hereto and bearing the date of \_\_\_\_\_, 20\_\_\_\_, has agreed with the  
CITY to do all work necessary and to furnish all labor, materials, supplies, tools and equipment to  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

sued on thereby in the name of any such party claiming the benefit hereof, then this obligation shall be void, otherwise the same shall remain in full force and effect. This obligation shall be in full force and effect for the full guarantee period provided in the specifications contained herein.

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

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

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

This Bond is executed in triplicate counterparts.

	_____	Principal
(SEAL)	_____	Street Address
_____	_____	City, State, Zip
Witness	_____	Name of Person Executing
ATTEST:	_____	Surety
_____	By: _____	
_____	Title: _____	

## INSURANCE COVERAGE

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

This Insurance Coverage applies only to \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
SUPPLIER

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_



## SECTION 1 - GENERAL CONDITIONS

### GENERAL CONDITIONS

#### **GC.1 Contract Documents**

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

#### **GC.2 Definitions**

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

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

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

## SECTION 1 - GENERAL CONDITIONS

9. "Drawings" or "plans" shall mean all (a) drawings furnished by the Purchaser as a basis for proposals, (b) supplementary drawings furnished by the Purchaser to clarify and to define in greater detail the intent of the contract drawings and specifications, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Purchaser, (d) drawings furnished by the Purchaser to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Engineer.
10. Whenever in these contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Purchaser or Engineer is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Purchaser or the Engineer has any authority or responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefor being strictly reserved for the Contractor.
11. Similarly the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Purchaser or Engineer, to the extent provided in (10) above.
12. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.
13. "Official acceptance" shall mean the Purchaser's written acceptance of all work performed under this Contract, based on the Engineer's final inspection and issuance of a final payment certificate.
14. "Project completion" shall mean that the Silo Foundation is ready for installation of the Fly Ash Silo. The project completion date is at the end of day, July 25<sup>th</sup>, 2025.
15. "Final Acceptance" shall mean that all work has been completed in accordance with these specifications, the project has been walked down, punch list items have been completed, and Purchaser is ready to accept the Work as complete.
16. "Stop Work Order" shall mean that the Purchaser will provide a written order to the Contractor requiring the Contractor to stop all, or any part of, the work called for by this Contract, for a time defined by the order. The order shall specify the reasoning for the suspended work, which may include, but are not limited to, engineering considerations, changes to the project scope, safety or environmental concerns, or other issues

## **SECTION 1 - GENERAL CONDITIONS**

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 applicable, Purchaser and Contractor will seek to negotiate an equitable adjustment in the schedule, Contract price, or both, and the contract shall be modified, or a change order issued, as necessary. Upon any agreement and finalization of commercial conditions, Purchaser to provide written order to cancel the stop work order.

### **GC.3 Execution of the Contract**

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

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

### **GC.4 Legal Addresses**

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

### **GC.5 Scope and Intent of Contract Documents**

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

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

### **GC.6 Independent Contractor**

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

## **SECTION 1 - GENERAL CONDITIONS**

### **GC.7 Assignment**

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

### **GC.8 Oral Statements**

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

### **GC.9 Reference Standards**

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

### **GC.10 Source of Materials**

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

### **GC.11 Contractor to Check Drawings and Lists**

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

### **GC.12 Figured Dimensions to Govern**

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

## **SECTION 1 - GENERAL CONDITIONS**

### **GC.13 No Waiver of Rights**

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

### **GC.14 Authority of the Engineer**

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

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

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

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

### **GC.15 Engineering Inspection**

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

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

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

## **SECTION 1 - GENERAL CONDITIONS**

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

### **GC.16 Contractor Default**

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

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

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

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

## **SECTION 1 - GENERAL CONDITIONS**

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

### **GC.18 Hindrances and Delays**

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

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

### **GC.19 Suspension of Work**

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

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

### **GC.20 Cancellation of Work**

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

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

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

## **SECTION 1 - GENERAL CONDITIONS**

### **GC.21 Modifications**

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

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

### **GC.22 Changes to the Contract**

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

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

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

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

#### **GC.22.1 Contract Price Changes**

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

##### **GC.22.1.1 Increased Price**

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

## SECTION 1 - GENERAL CONDITIONS

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

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

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

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

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

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

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

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

## SECTION 1 - GENERAL CONDITIONS

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

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

### **GC.22.1.2 Decreased Price**

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

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

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

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

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

### **GC.22.2 Contract Time Changes**

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

Contract time will not be changed for delays caused by unfavorable weather or unsuitable ground conditions normally incident to the work, inadequate construction force, failure to

## **SECTION 1 - GENERAL CONDITIONS**

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, 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

## **SECTION 1 - GENERAL CONDITIONS**

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 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.

## SECTION 1 - GENERAL CONDITIONS

### 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 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

## SECTION 1 - GENERAL CONDITIONS

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 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 – If Applicable

Limits of at least:                      \$1,000,000 per occurrence; \$1,000,000 aggregate

If Contractor or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

### GC.29.10 Riggers Liability – If Applicable

## SECTION 1 - GENERAL CONDITIONS

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 – If Applicable

Limits of at least: As required by the railroad company

If Contractor or its Subcontractor's work includes working within a railroad right-of-way, Contractor shall carry Railroad Protective Liability Insurance to insure against physical loss or damage to the real property or any equipment located on such railroad right-of-way, on a replacement cost basis. Contractor shall name the railroad and PPGA as additional insureds, in such limits as required by such railroad company.

GC.29.12 Professional Liability – If Applicable (Applicable for contractors providing or is responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude damages for bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. Contractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

### GC.29.13 Transportation Insurance – If Applicable

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

### GC.29.14 Property Insurance A.K.A. Builder's Risk – If Applicable

Unless otherwise provided, Contractor shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of work by PPGA. Insurance shall include interests of PPGA, Contractor, Subcontractor, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be responsibility of Contractor.

Before an exposure to loss may occur, the Contractor will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages.

## **SECTION 1 - GENERAL CONDITIONS**

Waivers of Subrogation: PPGA, Contractor, and all Subcontractors waive all rights against

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) PPGA's or Contractor's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by PPGA and/or Contractor as fiduciary. Contractor shall require of consultants, separate contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

### **GC.30 Indemnification**

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

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

### **GC.31 Release of Liability**

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

## **SECTION 1 - GENERAL CONDITIONS**

### **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**

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

### **GC.35 Hazardous Materials**

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

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

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

## **SECTION 1 - GENERAL CONDITIONS**

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**

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

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

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

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

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

### **GC.37 Consequential Damages**

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

### **GC.38 Limitation of Liability**

With the exception of (a) indemnification stated in Article GC.30 and (b) the insurance coverages and limits set forth in Article GC.29, Supplier's total limit of liability on any claim, whether for breach of Contract, breach of warranty, tort, negligence, strict liability, or any other legal theory, for any loss or damage arising out of or connected to, or resulting from this Contract, shall be limited to the purchase price to be paid by Purchaser.

## **SECTION 1 - GENERAL CONDITIONS**

### **GC.39 Confidentiality**

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

### **GC.40 Work Eligibility Status**

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

### **GC.41 Fair Labor Standards**

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

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

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

## SECTION 1 - GENERAL CONDITIONS

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

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

## SECTION 2 SPECIAL CONDITIONS

### SECTION 2-0 - GENERAL

**2.001 General Provisions.** The general conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provisions of the General Provisions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Provisions shall have no meaning to the contract and shall be disregarded.

**2.002 Maintenance of Traffic.** – N/A

**2.003 Provisions for Traffic Control and/or Barricading.** – N/A

**2.004 Street Closing.** – N/A

**2.005 Dust Control.** The Contractor shall be required to keep dusty conditions, caused by his operations, from being a source of complaint by adjacent property owners by watering down his haul routes or by other methods approved by the Engineer.

**2.006 Removal of Trees, Hedges, Shrubs, and/or Fences.** The Contractor shall sufficiently plan ahead to notify property owner(s) of any obstacles in the way of proposed construction that will have to be removed prior to construction by property owners if they desire to save such.

Clearing and removal of items will be shown on plans and completed by Contractor. The payment for removal of said items will be on proposal sheet, however, any tree within the project scope will be considered subsidiary to work and no additional compensation will be paid.

**2.007 Reseeding Lawns & Terraces (Bluegrass Reseed).** In the event construction impacts the customer's lawn, the Contractor shall be responsible for repair of construction site to fine grading and reseeding. Terrace reseeding shall be with "May Park" brand or equal seed consisting of a minimum of 70% blue and 30% other grasses and shall be applied at a rate of 2 ½ lbs. minimum per 1000 square feet. The Contractor will be responsible for initial watering and follow-up watering of at least two times. If situations arise or conditions change that it is impractical to seed, the Contractor may make arrangements satisfactory to City of Hastings to delay such action. This will be a negotiable item and determined at the time of condition. In the event that an area is seeded and lost because of certain conditions, i.e. heavy rain, lack of initial care, etc., it will have to be redone by the Contractor.

Damaged area shall be leveled out to match existing grade conditions and raked to provide suitable bedding for seeding. All unsuitable material shall be removed such as rock, broken concrete, etc.

Fertilizer is also to be furnished and applied by Contractor. Fertilizer shall be 12-6-6 and applied at rate of 4 lbs. per 1000 sq. ft.

No seeding will take place until the grading and site preparation have been approved by the City. No seeding will take place after October 1, unless approved by the City.

## SECTION 2 SPECIAL CONDITIONS

**2.008 Sodding.** Contractor may choose to make landscaping repairs with blue grass sod instead of reseeding, when applicable.

Sod requirements: Sod will be a blue grass sod blend with disease resistant cultures, grown in this climate zone with minimum of 1/2" dirt pack attached.

Sod bedding: Existing ground shall be graded to approximately 1" to 1 ½ " below sidewalk elevation and raked out.

Sod fertilizer: A starter fertilizer of 12-12-12 shall be applied to raked-out ground at the rate of 4 lbs. per 1000 S.F. Weight tickets shall be provided for all fertilizer installed.

Sod installation: Sod shall be placed, rolled, and secured in a neat manner and watered in with minimum of 1/2" watering application over area.

Failure to grow: Any sod that is laid and does not respond initially or appears to be dead will have to be reinstalled by Contractor at Contractor's expense.

Future care: Shall be responsibility of property owner/or resident unless other arrangements made to Contractor.

Weather conditions: Current weather conditions must be suitable before sod installation will be approved.

No sodding will take place after October 1, unless approved by the City

No sod laying will take place until the grading and site preparation has been approved by the City.

**2.009 Working Hours.** Normal working hours will be considered to be from 8:00 a.m. to 5:00 p.m., Monday through Friday (holidays excepted: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ day Christmas Eve, and Christmas Day). Any Contractor desiring other working hours must take exception to specifications for consideration by City of Hastings. Any exception must be approved or negotiated to mutual acceptance by Contractor and City of Hastings, final acceptance will be granted in writing.

**2.010 Removal and Replacement of Property Stakes.** If it is necessary to remove any property corners or markers during construction operations, the Contractor shall notify the Engineer so that the Engineer can establish reference ties. Any markers removed without notice to the Engineer shall be replaced at the Contractor's expense in accordance with the proper land surveying techniques.

**2.011 Existing Sprinkler Systems.** – N/A

**2.012 Appearance of Construction Area and Storage Site.** Contractor will be required to keep the construction area in a neat and orderly fashion that would be considered reasonable in regard to work being completed.

## SECTION 2 SPECIAL CONDITIONS

Where Contractor will have a storage site for materials, equipment, etc., on property owned by City, it shall be kept in a neat and orderly manner, free from debris, accumulation of unused materials, etc. Any area used for storage, etc., shall be properly served from the public by temporary fencing if not within a fenced area.

**2.013 Construction Progress Meetings.** Construction progress meetings will be held at a predetermined time each week, time to be chosen at the preconstruction conference. City of Hastings will have in attendance the Superintendent or his representative. Contractor shall have Project Superintendent or Job Foreman present.

**2.014 Final Cleaning Up.** Upon completion of the work and before acceptance and final payment, the Contractor shall clean the site of all rubbish, excess materials, false work, temporary structures, and equipment; all parts of the work shall be left in a neat and presentable condition.

**2.015 Preconstruction Conference.** A preconstruction conference will be held at City of Hastings offices with the contractor, owner, superintendent, and job foreman prior to construction and all other city, county, state, and other necessary agencies will be notified of this meeting also.

Contractor shall submit to City a detailed construction progress schedule prior to preconstruction meeting.

A preconstruction conference shall be arranged between the Director of Electrical Distribution and the Contractor prior to beginning construction. At this meeting the following items shall be addressed.

- a. Work by others. Coordination of work to be performed by subcontractors and other contractors performing work related to this project.
- b. Availability of work space. The site and use of adjacent work space shall be reviewed.
- c. Change orders. Procedures for implementing change orders shall be reviewed.
- d. Safety and protection. The Contractor shall be responsible for all safety and necessary protection of all persons in attendance of the project site. The project engineer and other observers shall adhere to all safety precautions deemed necessary by the Contractor.
- e. Final inspection and payment. Final inspection shall be performed by the Director of Engineering and his representatives. When all aspects of this project, as described within these documents have been met, the Contractor may submit for final payment.

**2.016 Customer Relations.** – N/A

## **SECTION 3 – SCOPE OF WORK**

### **3.01 General:**

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

### **3.02 Schedule:**

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

#### **Foundation and Paving Construction Contract:**

Activity	Schedule
Bid Opening	Wednesday, May 7, 2025
Anticipated Contract Award Date	Wednesday, May 14, 2025
Silo Delivery Date	Friday, July 25, 2025
Begin Construction	After award of contract
Foundations and Paving Ready for Silo Erection	Friday, July 25, 2025

### **3.03 Project Description:**

Whelan Energy Center, Unit 1 (WEC1) will be constructing a new dry storage fly ash silo to replace the existing ash sluicing system. The dry fly ash will be conveyed from the air heater, economizer, and precipitator hoppers through existing and new piping to a new silo with 3 days of ash storage capacity. The silo will be unloaded to trucks with a telescopic spout. New paving will connect the silo to the existing roads north and east of the silo location to allow truck access. The ash conveying piping will be ran on an overhead pipe rack between the existing precipitator building and the new silo. New foundations for the pipe rack support steel will be constructed. The silo foundation will also include areas for the north two pipe rack supports and the blowers and associated piping.

### **3.04 Scope of Work Included Under These Specifications:**

The contractor shall be responsible for following all specifications and notes shown on the attached drawings. The contractor shall be responsible for the following Scope of Work:

- Demolish existing storm sewer pipe as indicated on the drawings
- Sawcut and remove existing concrete/asphalt paving
- All trenching for underground piping
- Install new storm drain piping

- Yard basins
- 8” storm sewer pipe
- Connection to existing
- Sitework, Excavation, and Subgrade Preparation
- Silo Mat Foundation
  - Excavation, rebar, and concrete
- Pipe Support and Utility Rack Foundations
  - Excavation, rebar, and concrete
    - Two utility rack foundations – including tie in to existing precipitator building pile cap on south foundation
    - Pipe support foundation between precipitator and boiler building
- Install steel pipe bollards with covers by silo truck entrance
- Install access road from existing roads east of silo to parking lot area north of silo
  - Excavation, subgrade preparation
  - Paving
    - Thickened edge adjacent to silo
    - Thickened edge adjacent to pipe trench wall
    - Header block
  - Grind 6” curb to 2” drop curb at paving to existing parking lot
- Install expansion joint filler and sealant
  - Between silo foundation and paving
  - Between paving and header block
  - Between paving and pipe trench wall
- Final earthwork and grading per drawings
- Install aggregate surfacing on unpaved areas south of Silo as indicated on the drawings
- All other labor and materials not specifically mentioned but needed for a complete silo foundation, paving, and drainage installation per the attached drawings and specifications.

### **3.05 Work Performed by Others:**

- Relocation of existing fire hydrant as indicated on Sheet 5 – Construction Plan will be performed by City of Hastings. This work will be done during the WEC1 spring outage and completed before foundation and paving work is started.
- Erection of silo, silo equipment, electrical equipment, and piping not called out on the drawings will be performed by others.
- All pipe supports and utility rack structural steel will be procured and erected by others.
- All adhesive anchor bolts will be installed by others.
- Removal of the five trees indicated on drawings will be performed by others. This work is expected to be completed before start of work on this contract.
- All seeding indicated on drawings will be done by others.

### **3.06 Other Services:**

#### **Services Provided by the Contractor:**

- All needed project staking and surveying.
- File a utility locate request with Nebraska811.
- All management, supervision, support labor, and crew members needed to complete the scope

of work indicated in the specifications and drawings.

- All materials listed in the drawings.
- All tools and equipment needed to complete the scope of work.
- Office or break room if needed.
- All sanitary services including portable toilets and wash stations.
- Disposal of all trash and construction debris in provided disposal containers.
- All required PPE including but not limited to work boots, hard hats, safety glasses, hearing protection, and safety vests.

### **Services Provided by City of Hastings:**

- Mandatory safety orientation meeting for all of contractor's crew working on-site. Time of orientation to be coordinated with City of Hastings ahead of mobilization.
- Temporary construction power.
- Disposal containers for trash and construction debris.
- City of Hastings will coordinate all inspection and testing services.
- Hastings Utilities will mark locations of underground utilities in work area.

### **3.07 Submittals:**

All submittals shall be submitted to City of Hastings in digital pdf format. City of Hastings will review and issue approvals digitally.

The following items are expected to have submittals submitted on:

- Concrete Mix design(s)
- Storm sewer pipe and catch basins
- Concrete reinforcing steel
- Aggregate for aggregate surfacing

### **3.08 Underground Utilities:**

Contractor shall verify depth and location of existing utilities prior to any excavation. Care shall be taken to avoid damaging underground utilities. Existing 4" and 2" fuel oil lines, and 10" water line are located in the silo and utility rack foundation construction area. City of Hastings shall be notified of any underground interferences or unidentified underground utilities are encountered before continuing work. Contractor shall locate and verify tie-in location to existing storm drain piping.

### **3.09 Specifications and Products:**

Contractor shall follow all technical specifications called out on drawing notes. The work shall comply with the requirements of the various codes and standards that are referenced throughout.

### **3.10 Attachments:**

The following drawings are attached as part of the contract:

- Olsson Paving Plans
  - Sheet 1 – General Notes and Details

- Sheet 2 – Horizontal and Vertical Controls
- Sheet 3 – Demolition Plan
- Sheet 4 – Grading Plan
- Sheet 5 – Construction Plan
- Sheet 6 – Geometrics, Joints, and Grading
- Olsson Structural Plans
  - Sheet G000 – Cover Sheet
  - Sheet S001 – General Notes
  - Sheet S002 – Special Inspections
  - Sheet S100 – Overall Structural Plan
  - Sheet S101 – Foundation Plan
  - Sheet S102 – Framing Plans
  - Sheet S300 – Foundation Details
  - Sheet S301 – Foundation Details
- City of Hastings Drawings
  - PT-327 – Silo Location and Underground Utilities
  - A1001 – Plant Arrangement

# **APPENDIX A – ATTACHMENTS**

FOR

CONTRACT NO. HU 2025-57

FLY ASH SILO

FOUNDATIONS AND PAVING

WHELAN ENERGY CENTER, UNIT I

CITY OF HASTINGS

HASTINGS, NEBRASKA

**GENERAL NOTES**

- THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING AND SUBGRADE PREPARATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES.
- CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER MONUMENTS OR RE-ESTABLISH THEM (BY A NEBRASKA LICENSED SURVEYOR) IF THEY ARE DISTURBED DURING CONSTRUCTION AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL OBTAIN AND PAY THE COST OF ALL REQUIRED PERMITS AND FEES.
- AREAS TO RECEIVE STRUCTURAL FILL SHALL BE SCARIFIED AND THE TOP 12-INCHES COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR DENSITY, AND -3 TO +3 OPTIMUM MOISTURE. EACH LIFT OF BACKFILL BELOW THE TOP 12" SHALL BE COMPACTED TO 95% PROCTOR UNDER PAVEMENT. GENERAL FILL AND BACKFILL UNDER TURF AREAS SHALL BE COMPACTED TO A MINIMUM OF 92% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
- THE TRENCHES SHALL BE BACKFILLED, MECHANICALLY TAMPED AND TESTED. BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY UNDER PAVED AREAS, SIDEWALK AND TRAILS AND 95% UNDER TURF AREAS.
- CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH THE PROPERTY OWNER. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, HE SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL, AND HE SHALL MOVE THE MATERIAL AT HIS OWN COST IF THE OWNER SO DIRECTS.
- ANY UNSUITABLE AREAS SHALL BE UNDERCUT AND REPLACED WITH SUITABLE MATERIAL BEFORE ANY FILL MATERIAL CAN BE APPLIED. SITE FILL SHALL BE OF APPROVED MATERIALS, FREE OF ORGANIC MATTER.
- NO STAGING AREAS HAVE BEEN OBTAINED OUTSIDE THE LIMITS OF CONSTRUCTION NOTED ON THE PLANS. STREET RIGHT-OF-WAY SHALL NOT BE USED AS A STAGING AREA WITHOUT PRIOR APPROVAL FROM THE CITY. THE CONTRACTOR SHALL LOCATE AND OBTAIN ANY NECESSARY STAGING AREAS OUTSIDE THE PUBLIC RIGHT-OF-WAY. PROPER AGREEMENTS SHALL BE MADE WITH THE LANDOWNER(S). WRITTEN COPIES OF THE AGREEMENTS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO CONSTRUCTION. ALL WORK AND PAYMENT FOR STAGING AREAS SHALL BE SUBSIDIARY TO "MOBILIZATION".
- TOTAL DISTURBED AREA FOR THE PROJECT IS LESS THAN ONE ACRE, AS SUCH, A STORM WATER POLLUTION PREVENTION PLAN IS NOT NECESSARY.
- CONSTRUCTION STAKING SHALL BE COMPLETED BY THE CONTRACTOR.
- APPROXIMATE EARTHWORK QUANTITIES. NO BALANCE FACTOR HAS BEEN APPLIED TO EARTHWORK QUANTITIES. ALL QUANTITIES ARE TO TOP OF SUBGRADE.  
CUT = 250 CY  
FILL = 50 CY
- STORM SEWER PIPE SHALL BE ADS HP STORM PIPE OR SDR35 PVC PIPE OR APPROVED EQUIVALENT.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
- PRIOR TO MOVING OFF SITE THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING REQUESTING A FINAL WALK-THROUGH OF THE PROJECT.

**CONCRETE PAVING NOTES**

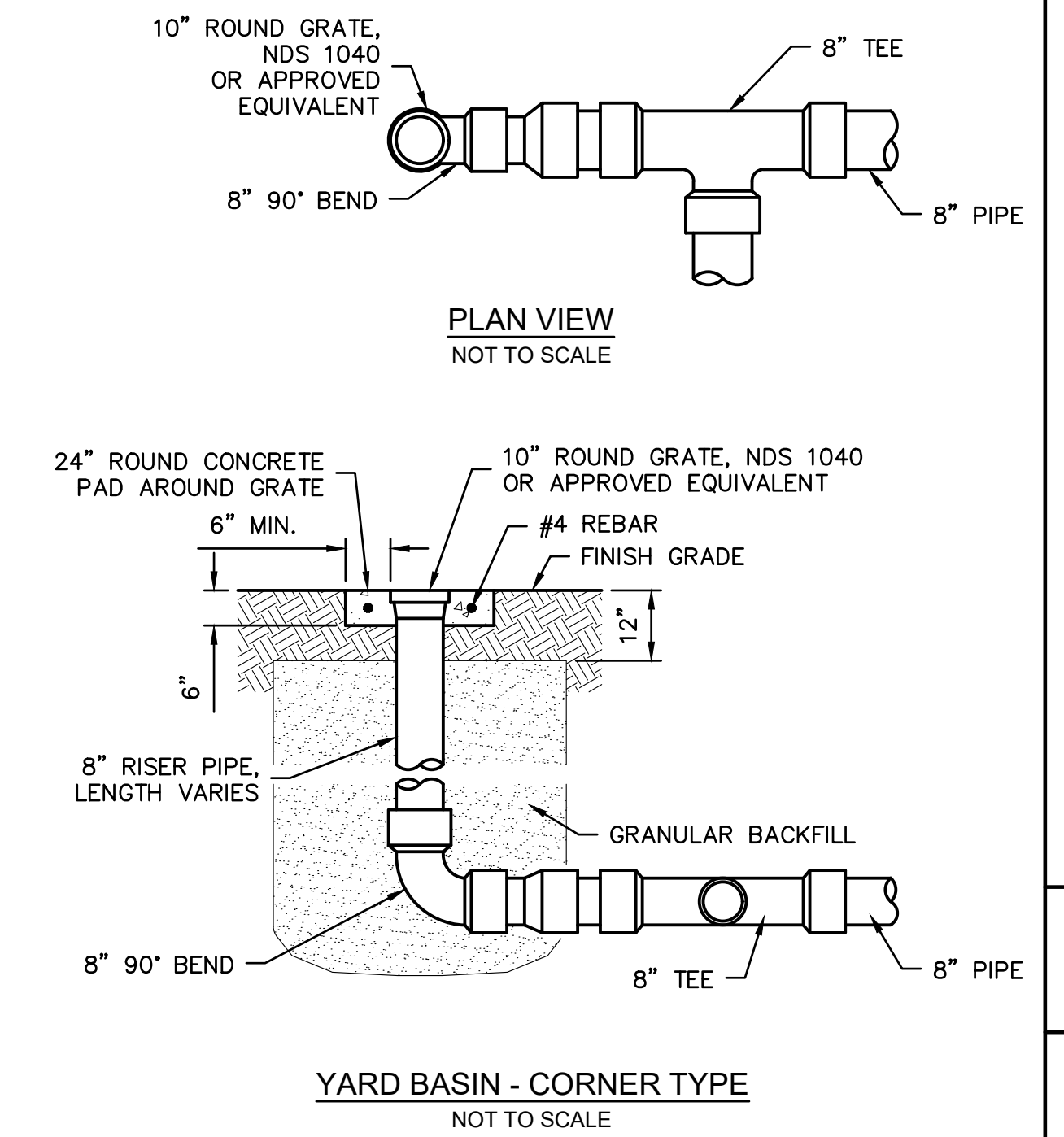
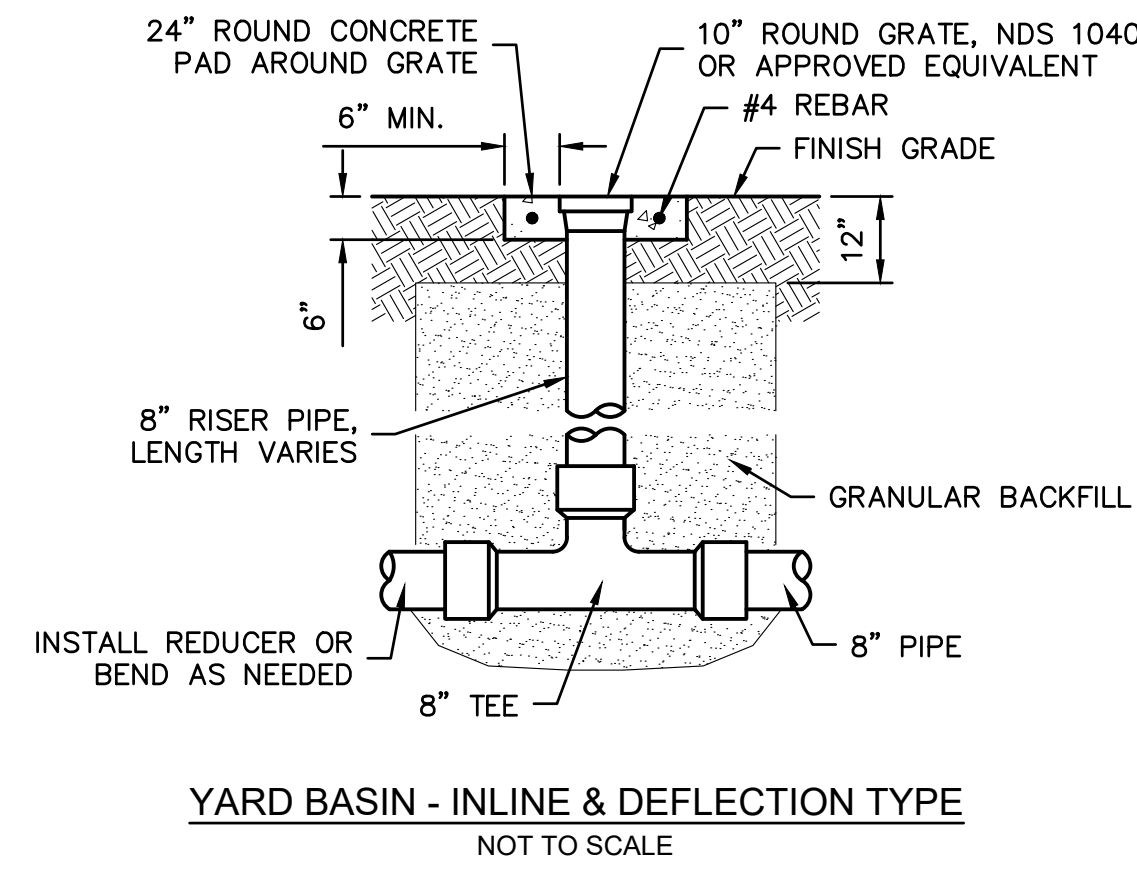
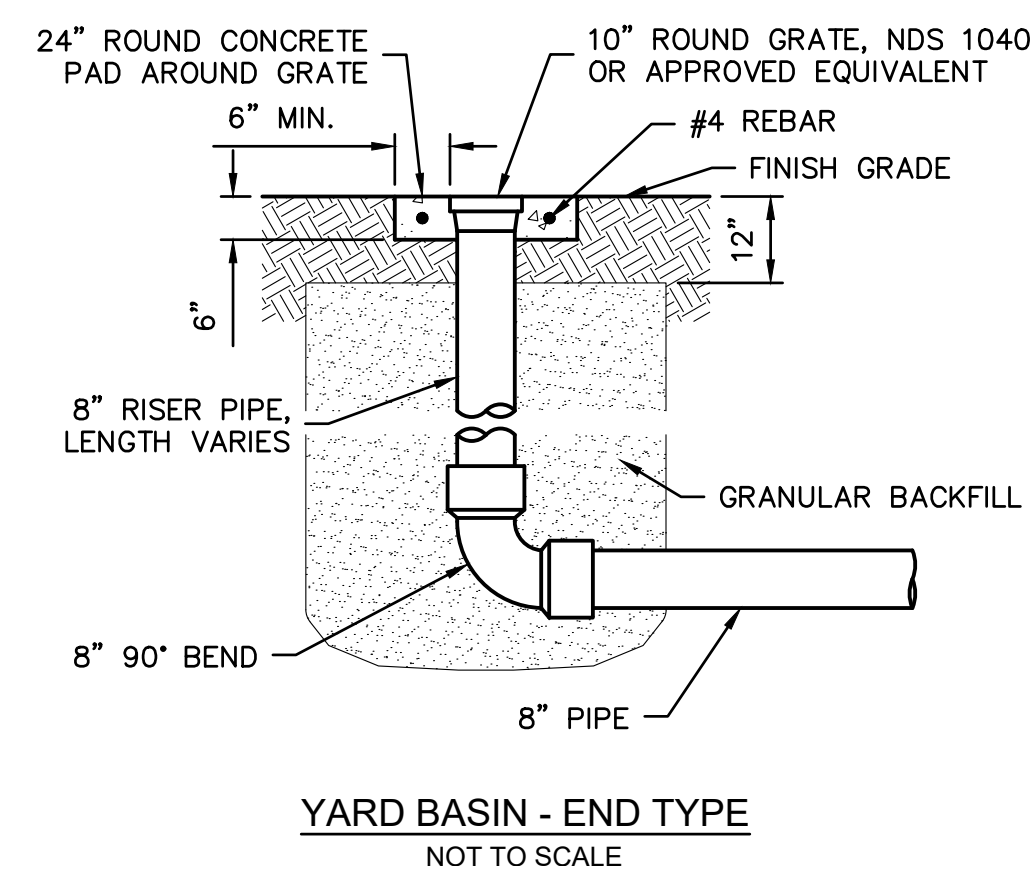
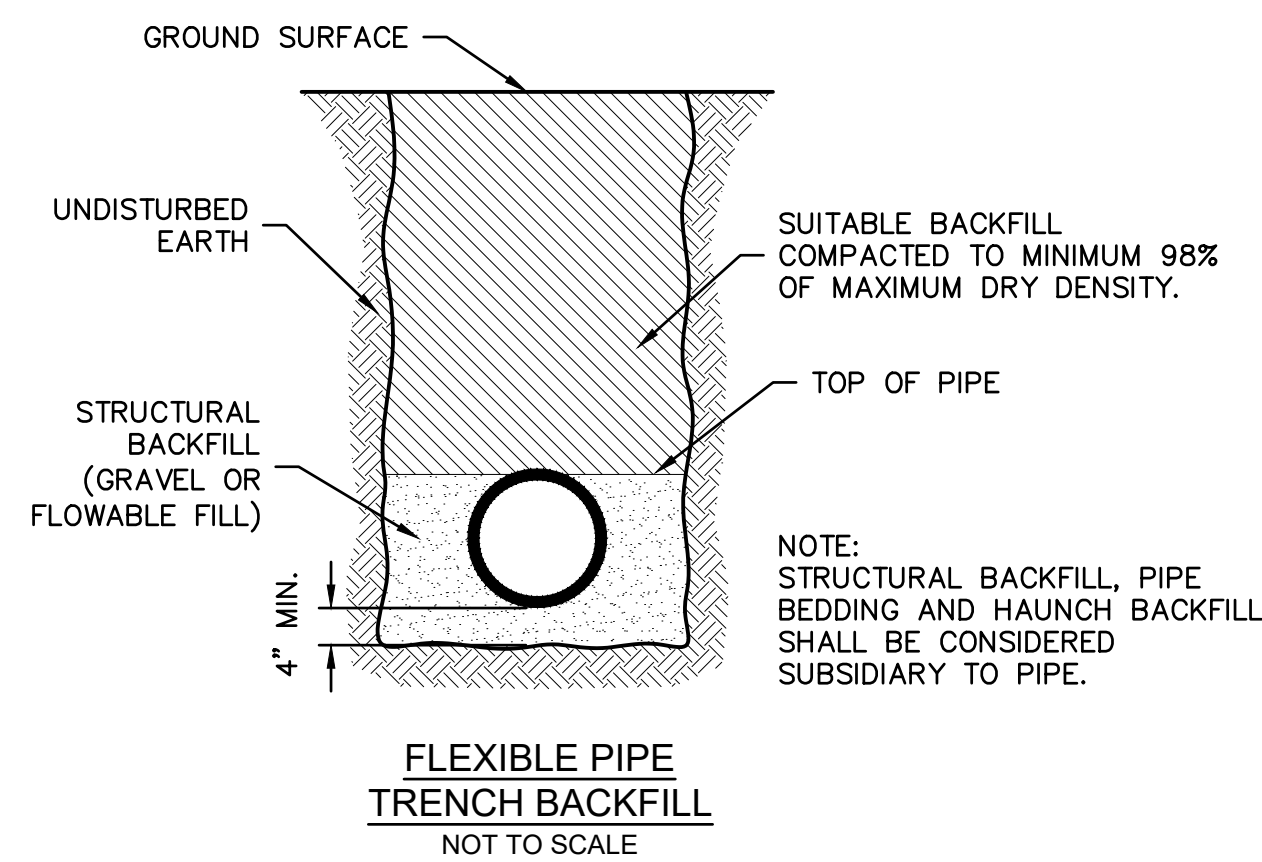
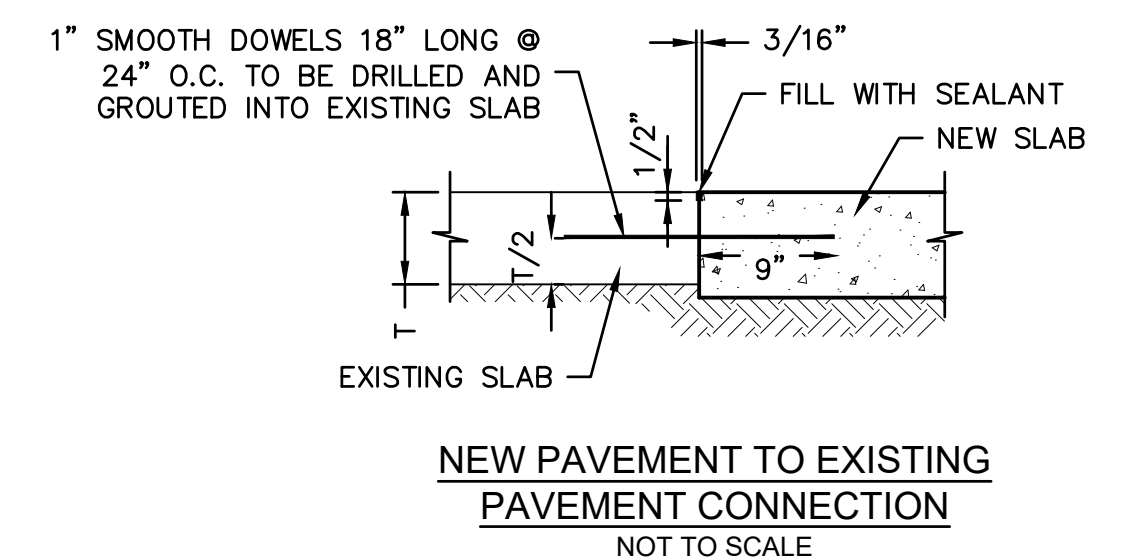
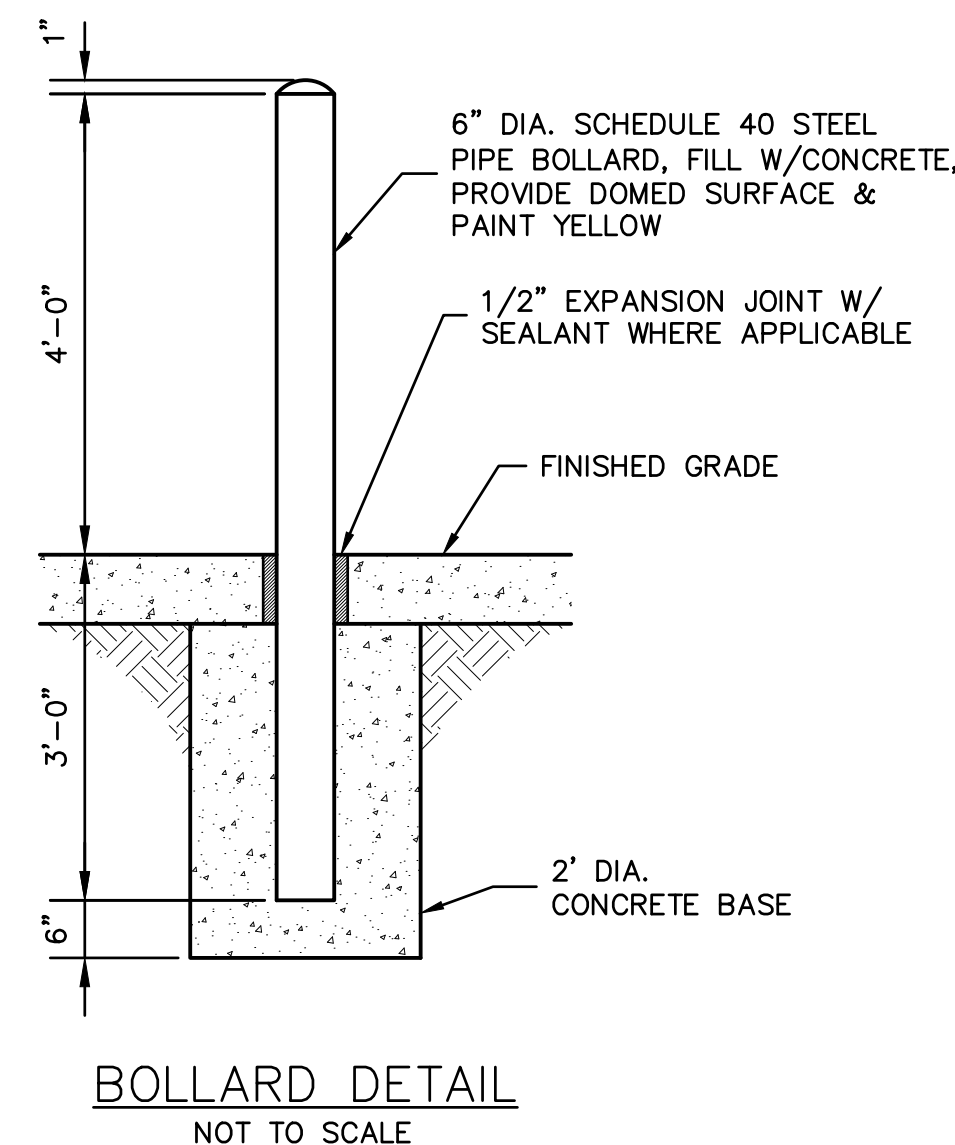
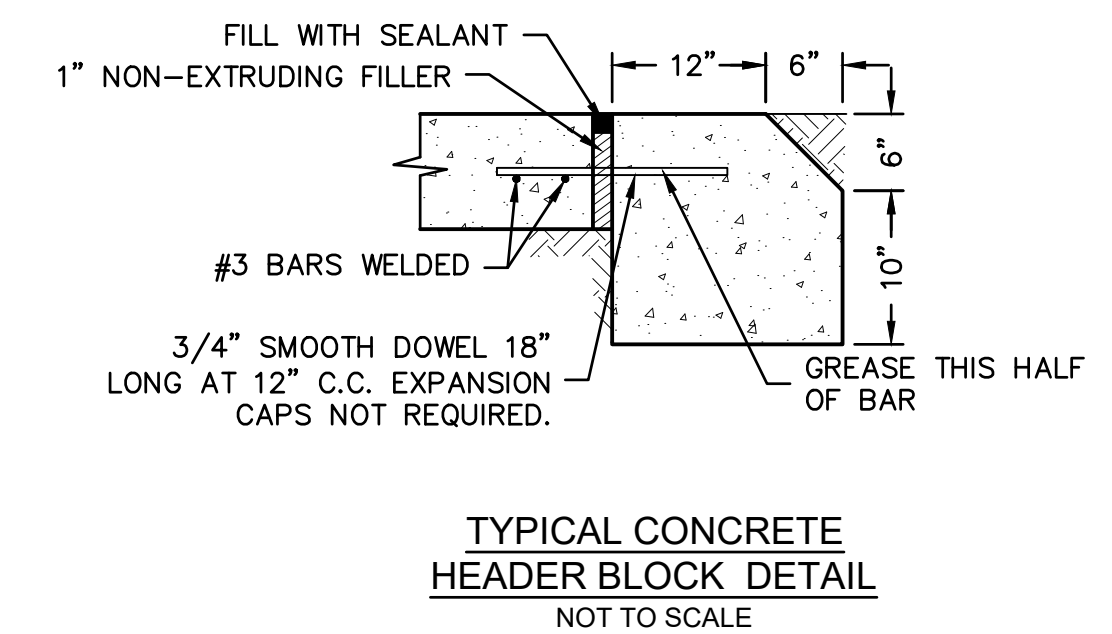
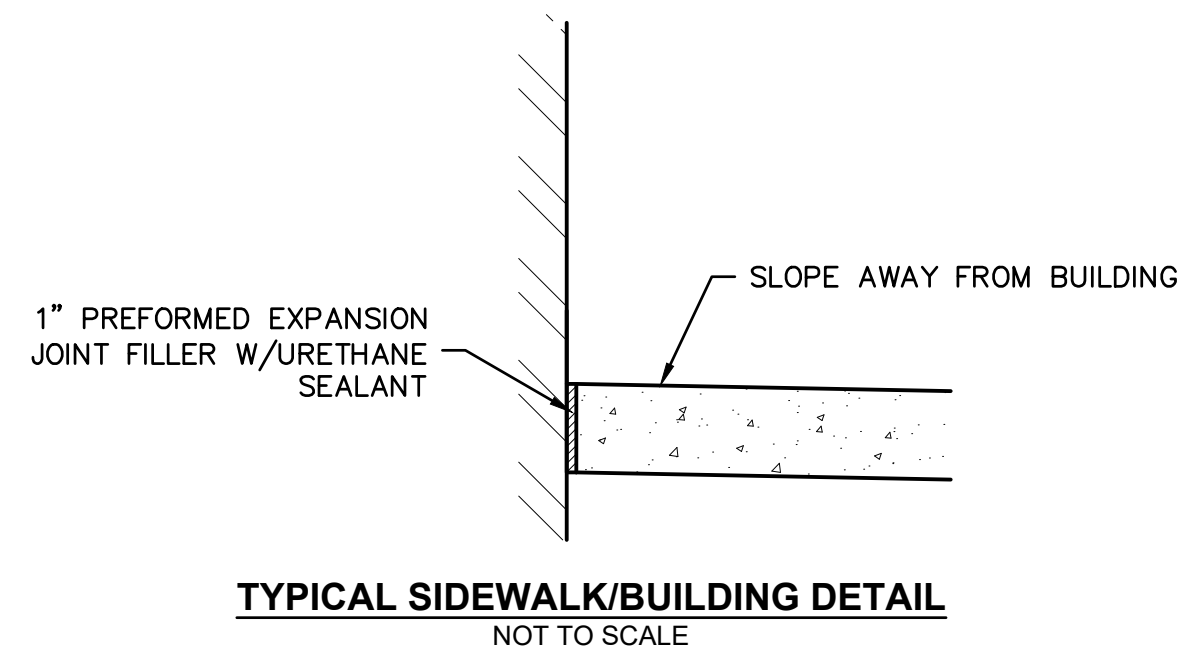
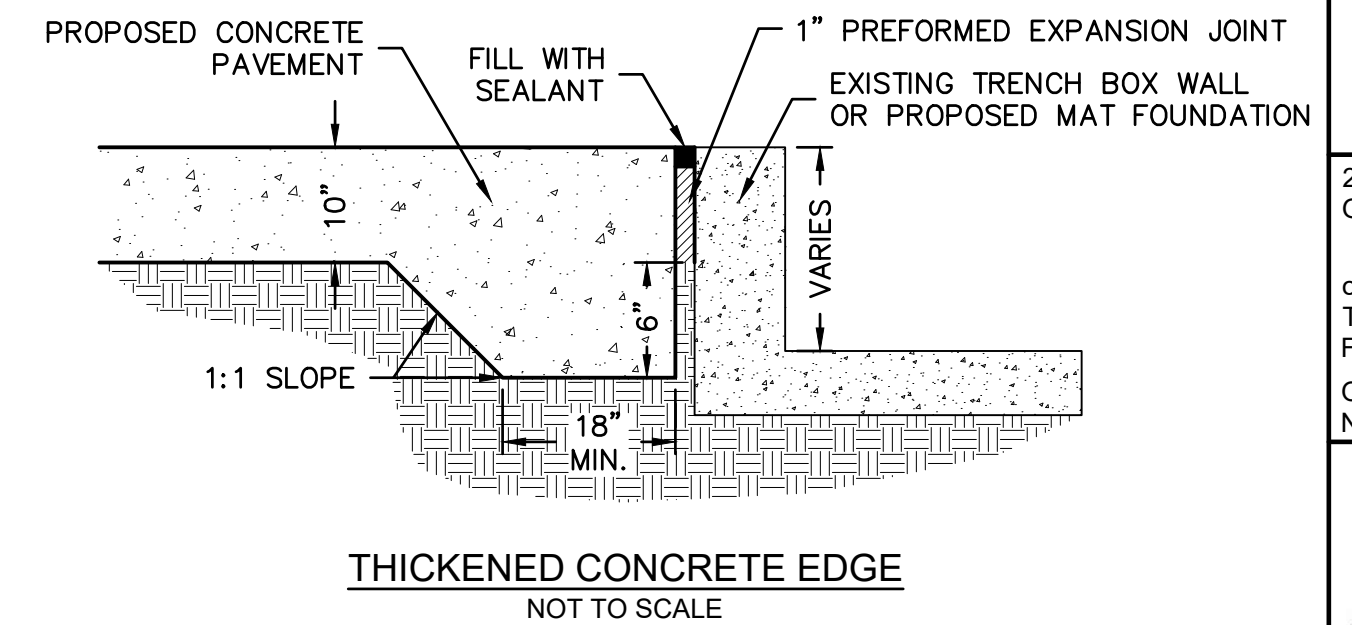
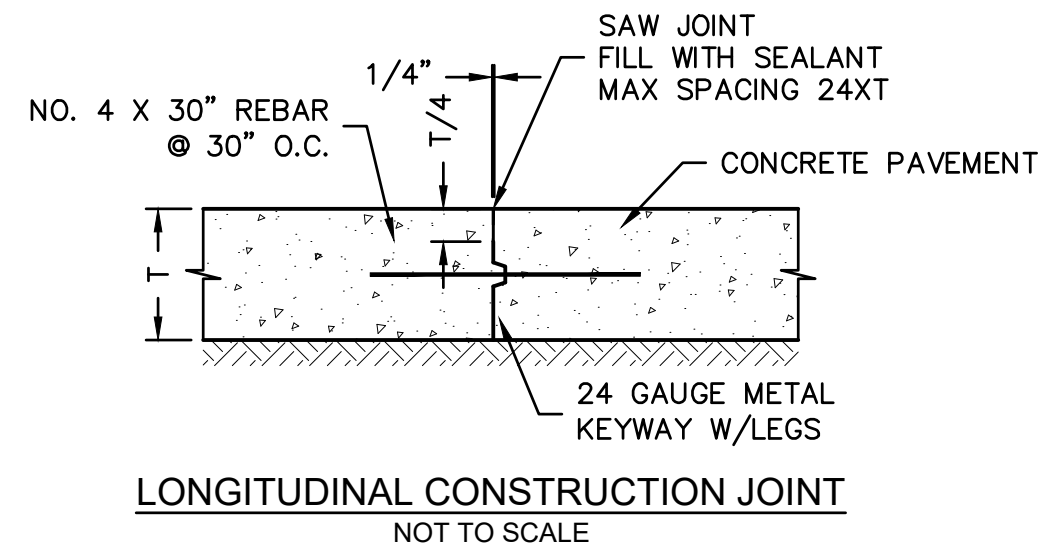
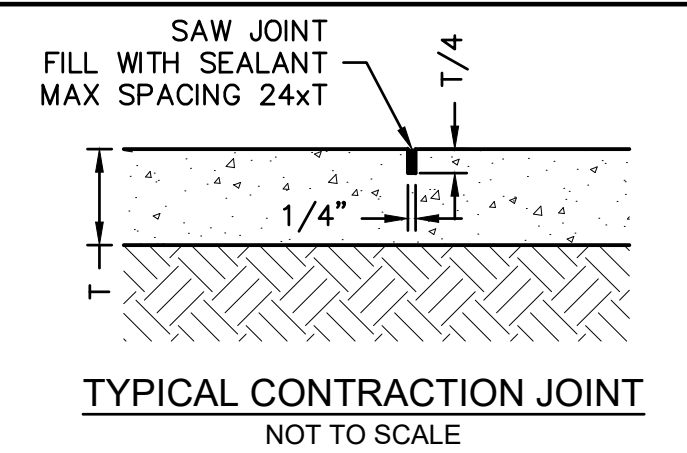
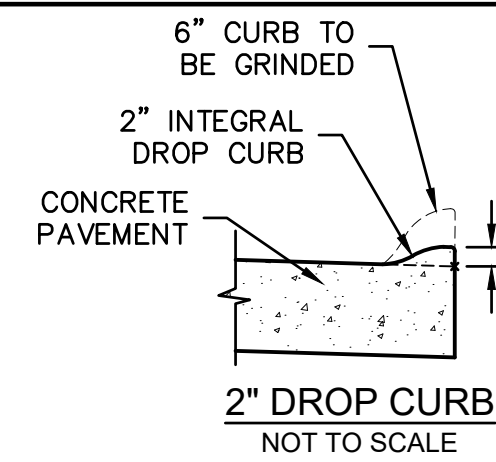
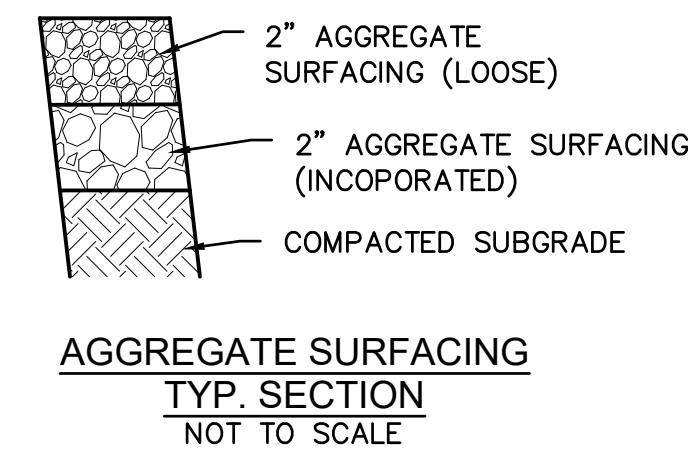
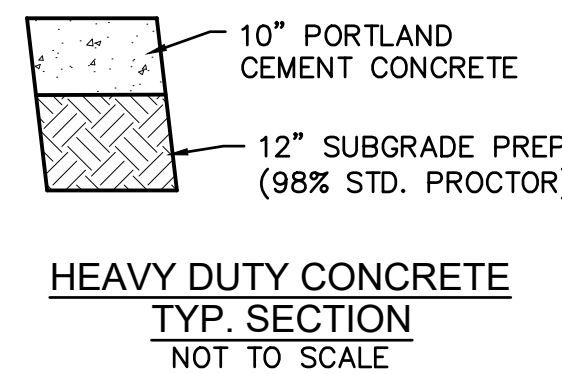
- PRIOR TO INSTALLING PAVEMENT OR FOUNDATION COURSE, THE TOP 12 INCHES OF SUBGRADE IN ALL AREAS TO RECEIVE PAVEMENT SHALL BE SCARIFIED AND RECOMPACTED TO 98% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY, AND -3 TO +3 OPTIMUM MOISTURE.
- ALL PAVEMENT TO BE REMOVED SHALL BE SAW CUT FULL DEPTH OR REMOVED TO THE NEAREST JOINT UNLESS NOTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL REMOVED CONCRETE. MATERIALS ARE TO BE DISPOSED OF BY FOLLOWING ALL LOCAL AND STATE LAWS.
- ALL PAVEMENT INCLUDING, CURBS SECTIONS, AND SIDEWALKS SHALL BE NDOT CONCRETE CLASS 47B-3500 UTILIZING 1T, 1P, OR 1S CEMENT IN ACCORDANCE WITH THE 2017 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- CONSTRUCTION OF ALL JOINTS INCLUDING DOWELS AND TIE BARS SHALL BE CONSIDERED SUBSIDIARY TO CONCRETE PAVEMENT.
- THE ROADWAY PAVEMENT SHALL HAVE A BURLAP DRAG FINISH. DRIVEWAY AND SIDEWALK PAVEMENT SHALL HAVE A LIGHT BROOM FINISH.
- MAX TRANSVERSE JOINT SPACING FOR 10" CONCRETE PAVEMENT SHALL BE 12' UNLESS NOTED OTHERWISE OR MATCHING EXISTING JOINT PATTERN.
- PRIOR TO REOPENING LANES TO PUBLIC TRAFFIC, THE CONCRETE MUST CURE A MINIMUM 7 DAYS AND PASS A CONCRETE BREAK TEST.
- ANY FINISHED PANELS THAT CONTAIN RANDOM CRACKING WILL BE CONSIDERED UNACCEPTABLE. THE ENGINEER WILL DECIDE WHETHER TO REPLACE OR REPAIR THE PANEL. THE CONTRACTOR SHALL REPLACE OR REPAIR THESE PANELS AT THE DIRECTION OF THE ENGINEER AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL CLEAN OUT ALL EXISTING AND PROPOSED INLETS, PIPES, AND MANHOLES OF DEBRIS AND SEDIMENT AT COMPLETION OF SITE WORK. THIS WORK SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
- CONTRACTOR MAY USE EITHER GRAVEL SURFACING OR CRUSHED CONCRETE FOR THE AGGREGATE SURFACING. THE GRADATION OF THE GRAVEL SURFACING OR CRUSHED CONCRETE SHALL FOLLOW NDOT SPECIFICATIONS (TABLE 1033.06 AND TABLE 1033.10).

**UTILITIES NOTES**

- CONTRACTOR SHALL USE EXTREME CAUTION IN THE AREA OF EXISTING MANHOLES, POWER POLES, AND EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR DAMAGES.
- CONTRACTOR SHALL AVOID PLACING EXCESSIVE AMOUNTS OF EXCAVATED OR EMBEDMENT MATERIALS ABOVE OTHER EXISTING PIPELINES IN ORDER TO AVOID DAMAGING THESE FACILITIES.
- ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
- ALL TRENCHES SHALL BE BACKFILLED, MECHANICALLY TAMPED AND TESTED. BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY UNDER PAVED AREAS, SIDEWALKS, AND TRAILS, AND 95% UNDER TURF AREAS.

INDEX OF DRAWINGS	
Sheet Number	Sheet Title
1	GENERAL NOTES AND DETAILS
2	HORIZONTAL AND VERTICAL CONTROLS
3	DEMOLITION PLAN
4	GRADING PLAN
5	CONSTRUCTION PLAN
6	GEOMETRICS, JOINTS, AND GRADING

TABLE OF APPROXIMATE QUANTITIES		
ITEM	UNIT	QUANTITY
MOBILIZATION	L.S.	1
10" P.C. CONCRETE PAVEMENT	S.Y.	922
CONCRETE HEADER BLOCK	L.F.	45
THICKENED CONCRETE EDGE	L.F.	170
GRIND 6" CURB TO 2" DROP CURB	L.F.	25
AGGREGATE SURFACING	TON	149
SUBGRADE PREPARATION	S.Y.	922
YARD BASIN	EA.	4
8" PVC 11.25° BEND	EA.	3
8" STORM SEWER PIPE	L.F.	263
INSTALL SALVAGED FIRE HYDRANT ASSEMBLY	EA.	1
INSTALL SALVAGED 6" POST INDICATOR VALVE	EA.	1
10"X6" M.J. TAPPING TEE W/ 6" TAPPING VALVE W/ BOX	EA.	1
6" M.J. PLUG	EA.	1
6" D.I. WATER PIPE	L.S.	18
6" STEEL PIPE BOLLARD WITH COVER	EA.	7
REMOVE PAVEMENT	S.Y.	124
SAWCUT PAVEMENT	L.F.	95
REMOVE TREE AND ROOT BALL	EA.	5
REMOVE STORM SEWER PIPE	L.F.	149
REMOVE BOLLARD	EA.	4
REMOVE AND SALVAGE FIRE HYDRANT ASSEMBLY	EA.	1
REMOVE AND SALVAGE 6" POST INDICATOR VALVE	EA.	1
REMOVE 6" D.I. WATER SERVICE PIPE	L.F.	18
SEEDING	S.Y.	209
OVEREXCAVATION	C.Y.	50
EARTHWORK	L.S.	1



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GENERAL NOTES AND DETAILS  
WEC FLY ASH SYSTEM FOUNDATION  
HASTINGS, NEBRASKA

drawn by: HLM  
designed by: DDZ  
project no.: 024-07087  
date: 3.12.2025

SHEET  
1 of 6

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BMK A

BENCHMARKS

BMK A

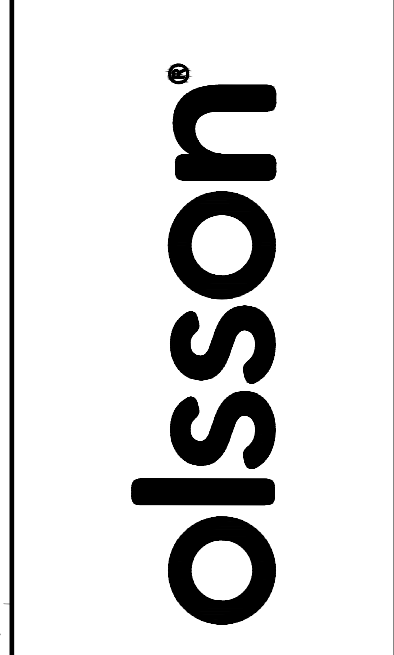
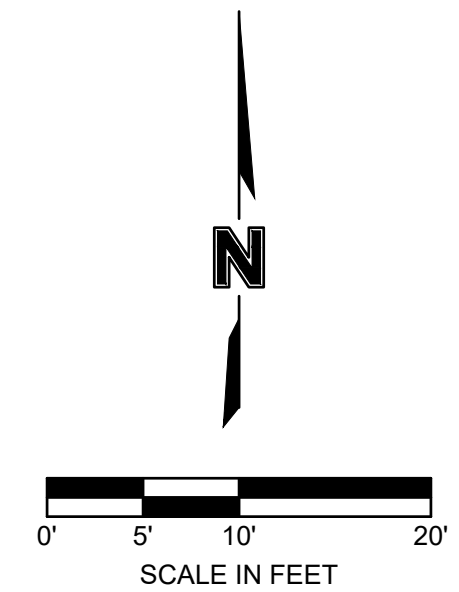
CHISELED ' ' BOX, NW CORNER OF LIGHT POLE BASE,  
1ST LIGHT POLE WEST OF THE SW CORNER OF SMALL  
TIN BUILDING/SHED  
ELEV 1901.97

BMK B (NOT SHOWN ON THIS SHEET)

CHISELED ' ' BOX, NW CORNER OF LIGHT POLE BASE,  
3RD POLE WEST OF THE SW CORNER OF TIN  
BUILDING/SHED, NNE OF FLAG POLE  
ELEV 1900.75

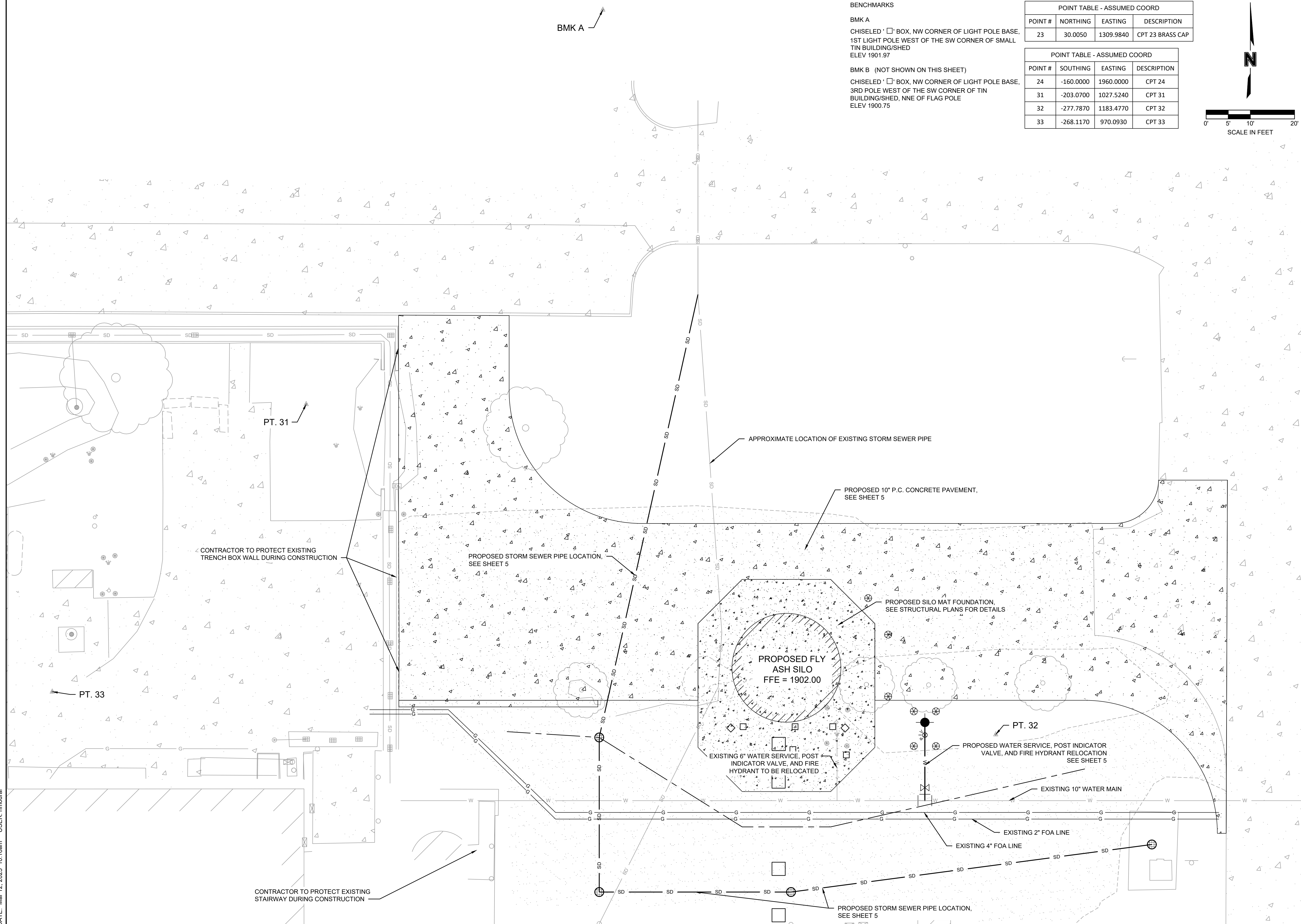
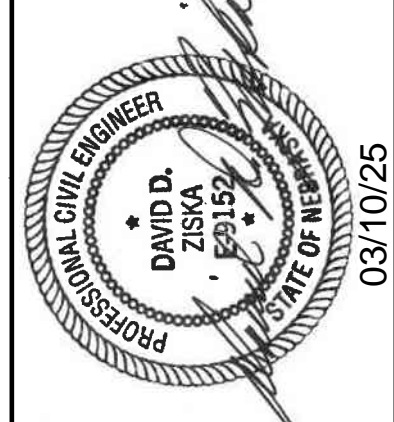
POINT TABLE - ASSUMED COORD			
POINT #	NORTHING	EASTING	DESCRIPTION
23	30.0050	1309.9840	CPT 23 BRASS CAP

POINT TABLE - ASSUMED COORD			
POINT #	SOUTHING	EASTING	DESCRIPTION
24	-160.0000	1960.0000	CPT 24
31	-203.0700	1027.5240	CPT 31
32	-277.7870	1183.4770	CPT 32
33	-268.1170	970.0930	CPT 33



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HORIZONTAL AND VERTICAL CONTROLS

WEC FLY ASH SYSTEM FOUNDATION

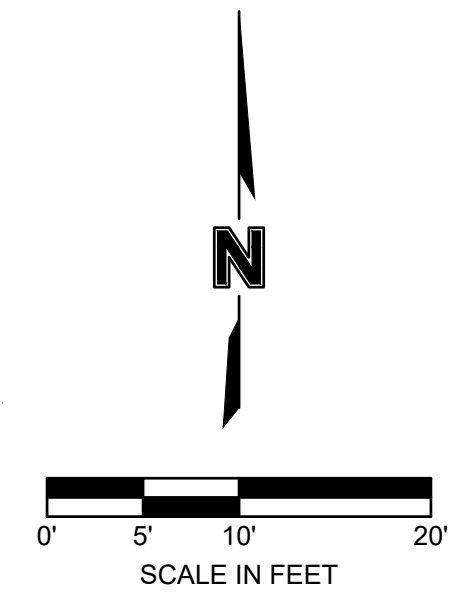
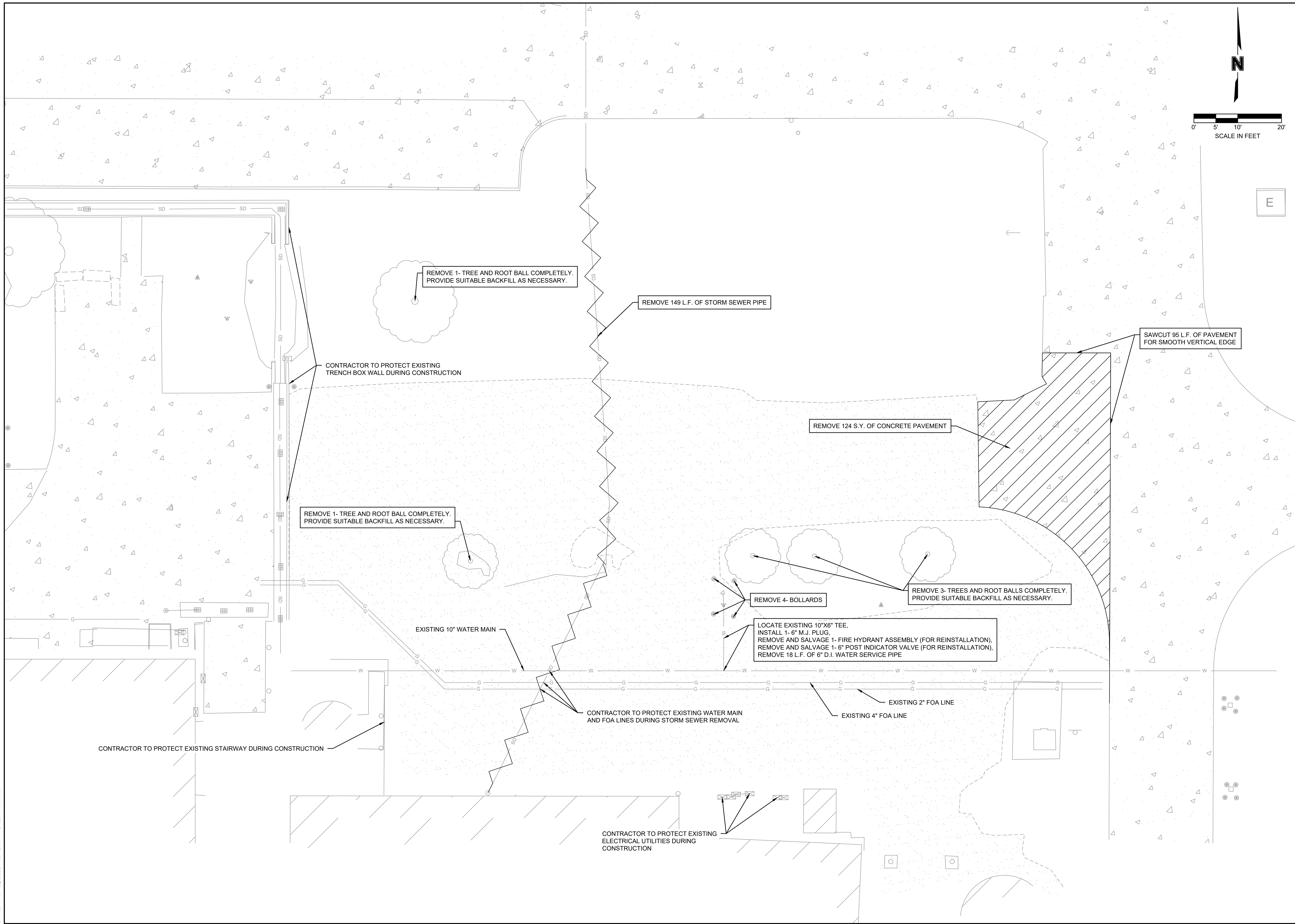
HASTINGS, NEBRASKA

drawn by: HLM  
designed by: DDZ  
project no.: 024-07087  
date: 3.12.2025

SHEET  
2 of 6

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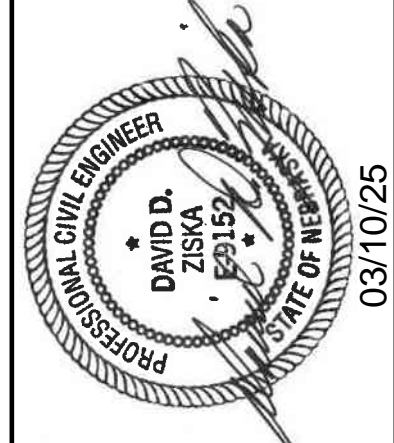
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**DEMOLITION PLAN**

**WEC FLY ASH SYSTEM FOUNDATION**

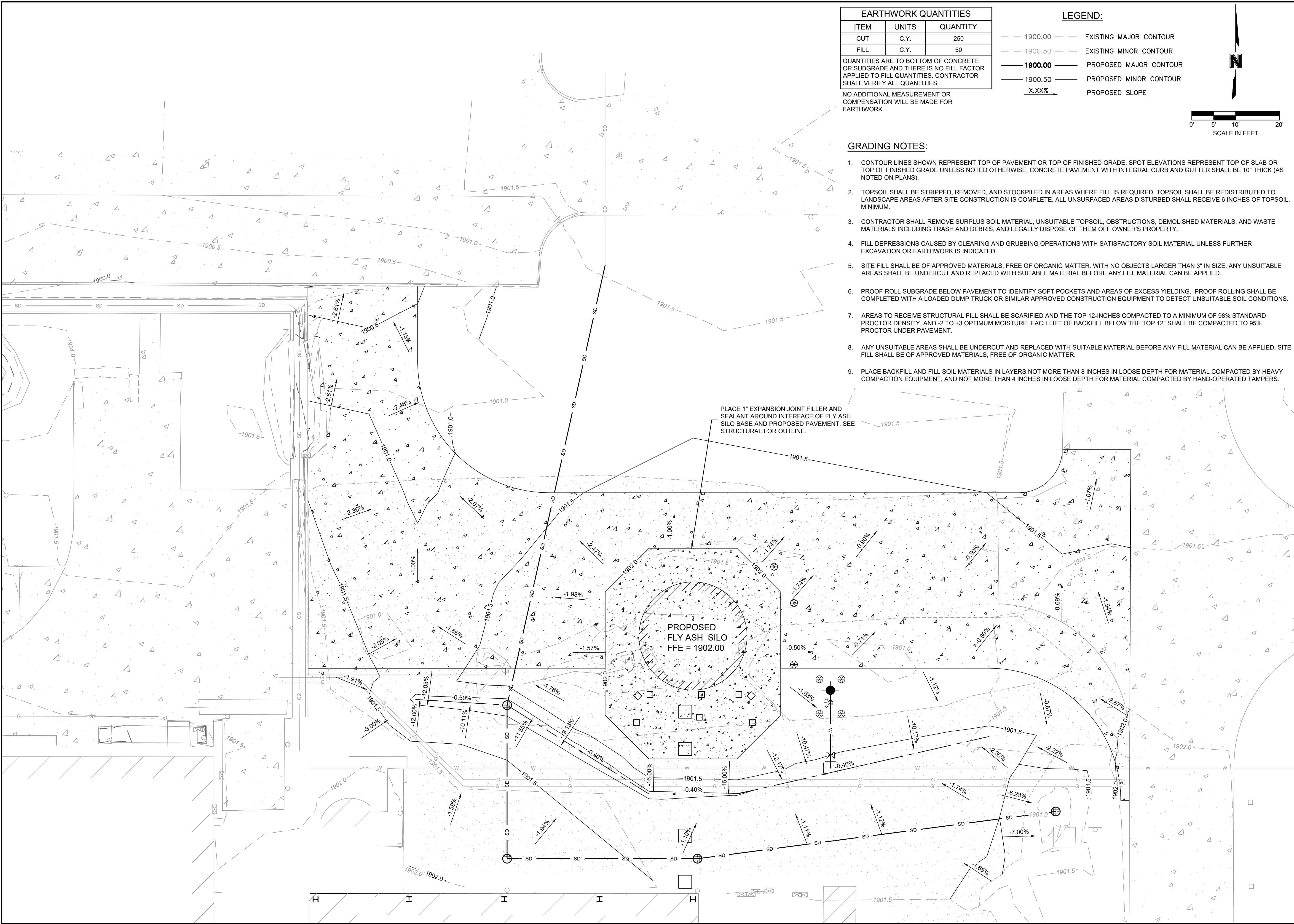
HASTINGS, NEBRASKA

2025

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drawn by: HLM  
 designed by: DDZ  
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 date: 3.12.2025

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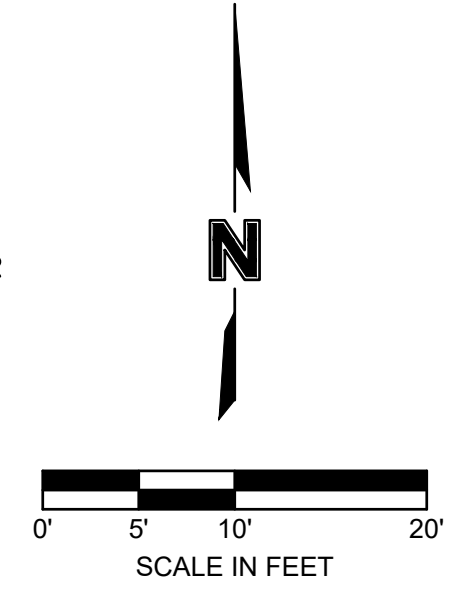


EARTHWORK QUANTITIES		
ITEM	UNITS	QUANTITY
CUT	C.Y.	250
FILL	C.Y.	50

QUANTITIES ARE TO BOTTOM OF CONCRETE OR SUBGRADE AND THERE IS NO FILL FACTOR APPLIED TO FILL QUANTITIES. CONTRACTOR SHALL VERIFY ALL QUANTITIES.  
 NO ADDITIONAL MEASUREMENT OR COMPENSATION WILL BE MADE FOR EARTHWORK

**LEGEND:**

- 1900.00 --- EXISTING MAJOR CONTOUR
- 1900.50 --- EXISTING MINOR CONTOUR
- 1900.00 — PROPOSED MAJOR CONTOUR
- 1900.50 — PROPOSED MINOR CONTOUR
- X.XX% PROPOSED SLOPE



**GRADING NOTES:**

- CONTOUR LINES SHOWN REPRESENT TOP OF PAVEMENT OR TOP OF FINISHED GRADE. SPOT ELEVATIONS REPRESENT TOP OF SLAB OR TOP OF FINISHED GRADE UNLESS NOTED OTHERWISE. CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER SHALL BE 10" THICK (AS NOTED ON PLANS).
- TOPSOIL SHALL BE STRIPPED, REMOVED, AND STOCKPILED IN AREAS WHERE FILL IS REQUIRED. TOPSOIL SHALL BE REDISTRIBUTED TO LANDSCAPE AREAS AFTER SITE CONSTRUCTION IS COMPLETE. ALL UNSURFACED AREAS DISTURBED SHALL RECEIVE 6 INCHES OF TOPSOIL, MINIMUM.
- CONTRACTOR SHALL REMOVE SURPLUS SOIL MATERIAL, UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS, AND WASTE MATERIALS INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- FILL DEPRESSIONS CAUSED BY CLEARING AND GRUBBING OPERATIONS WITH SATISFACTORY SOIL MATERIAL UNLESS FURTHER EXCAVATION OR EARTHWORK IS INDICATED.
- SITE FILL SHALL BE OF APPROVED MATERIALS, FREE OF ORGANIC MATTER, WITH NO OBJECTS LARGER THAN 3" IN SIZE. ANY UNSUITABLE AREAS SHALL BE UNDERCUT AND REPLACED WITH SUITABLE MATERIAL BEFORE ANY FILL MATERIAL CAN BE APPLIED.
- PROOF-ROLL SUBGRADE BELOW PAVEMENT TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. PROOF ROLLING SHALL BE COMPLETED WITH A LOADED DUMP TRUCK OR SIMILAR APPROVED CONSTRUCTION EQUIPMENT TO DETECT UNSUITABLE SOIL CONDITIONS.
- AREAS TO RECEIVE STRUCTURAL FILL SHALL BE SCARIFIED AND THE TOP 12-INCHES COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR DENSITY, AND -2 TO +3 OPTIMUM MOISTURE. EACH LIFT OF BACKFILL BELOW THE TOP 12" SHALL BE COMPACTED TO 95% PROCTOR UNDER PAVEMENT.
- ANY UNSUITABLE AREAS SHALL BE UNDERCUT AND REPLACED WITH SUITABLE MATERIAL BEFORE ANY FILL MATERIAL CAN BE APPLIED. SITE FILL SHALL BE OF APPROVED MATERIALS, FREE OF ORGANIC MATTER.
- PLACE BACKFILL AND FILL SOIL MATERIALS IN LAYERS NOT MORE THAN 8 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.

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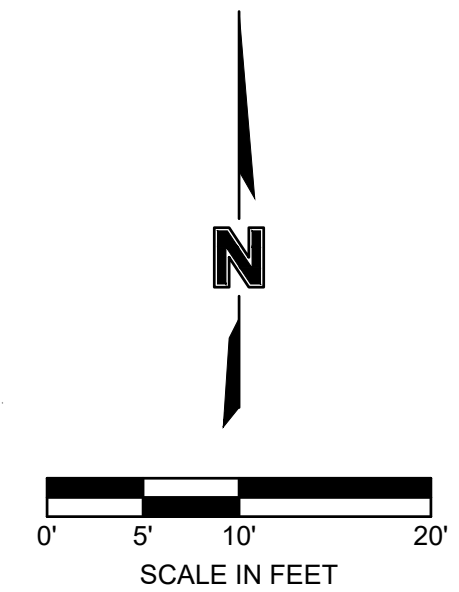
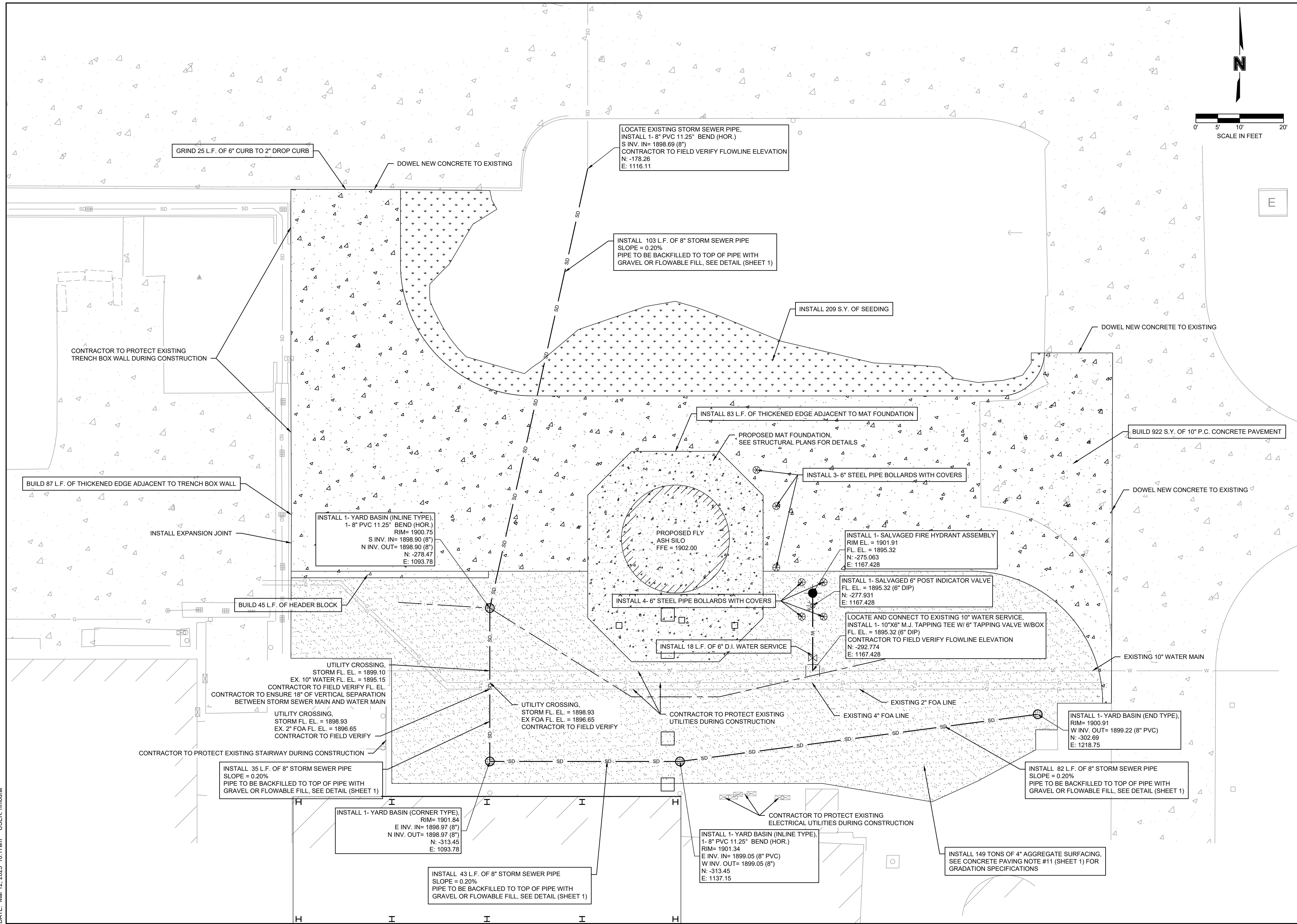
PROFESSIONAL CIVIL ENGINEER  
 DAVID D. ZISKA  
 1983  
 STATE OF NEBRASKA  
 03/10/25

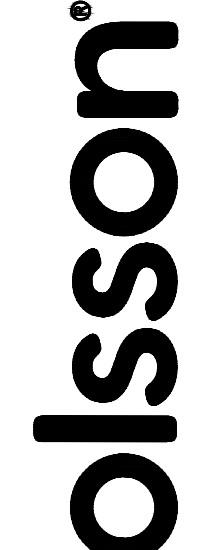
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0	03-12-2025	ISSUED FOR CONSTRUCTION

GRADING PLAN  
 WEC FLY ASH SYSTEM FOUNDATION  
 HASTINGS, NEBRASKA  
 2025

drawn by: HLM  
 designed by: DDZ  
 project no.: 024-07087  
 date: 3.12.2025

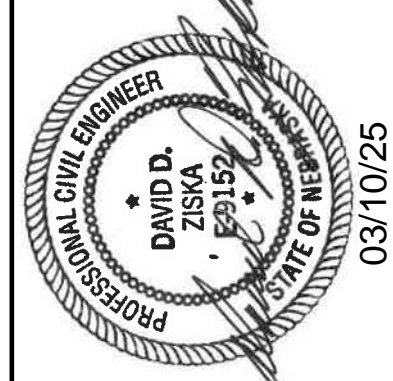
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03/10/25

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0	03-12-2025	ISSUED FOR CONSTRUCTION

CONSTRUCTION PLAN  
 WEC FLY ASH SYSTEM FOUNDATION  
 HASTINGS, NEBRASKA

REVISIONS  
 2025

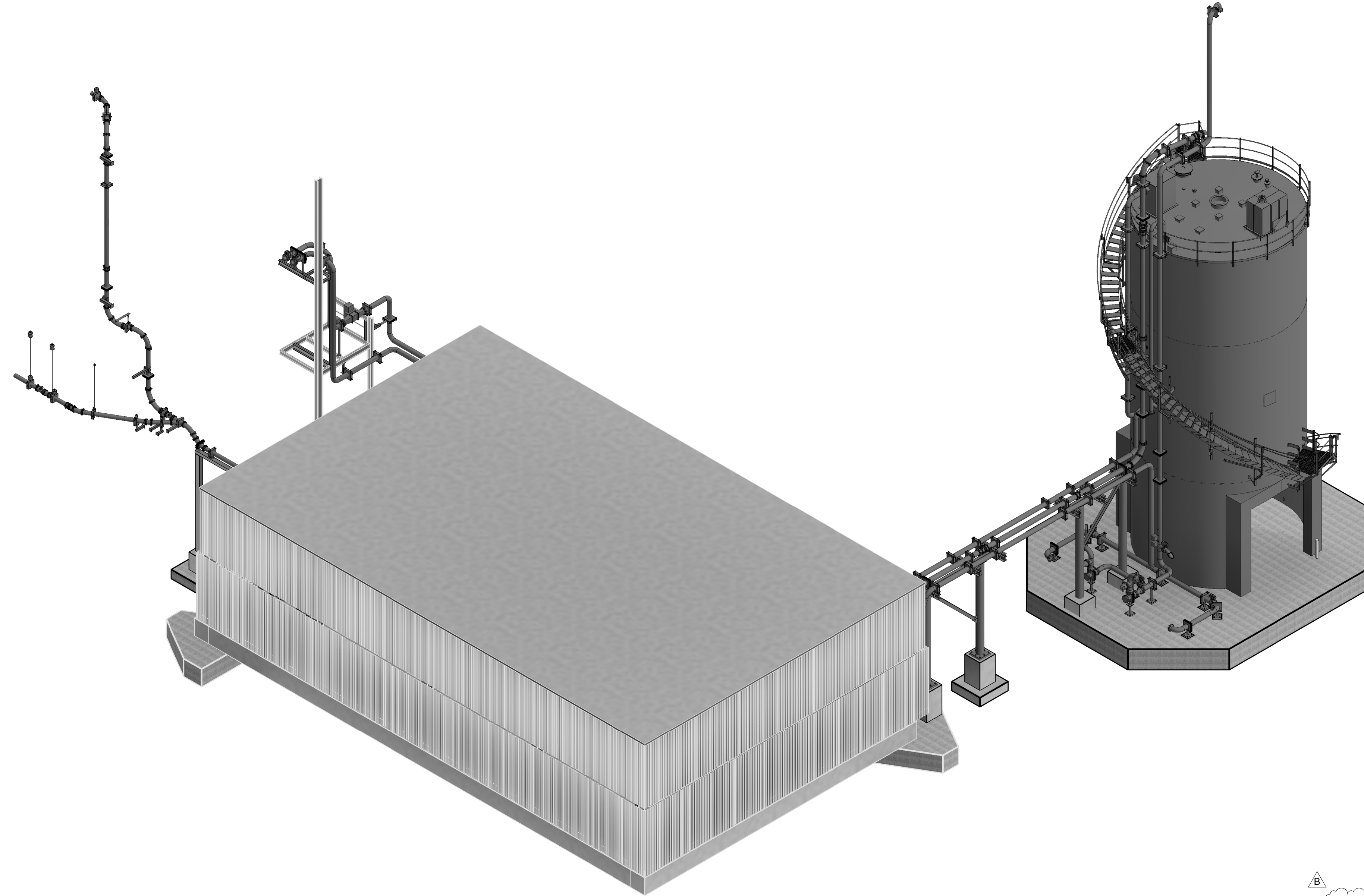
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 project no.: 024-07087  
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**SHEET**  
5 of 6

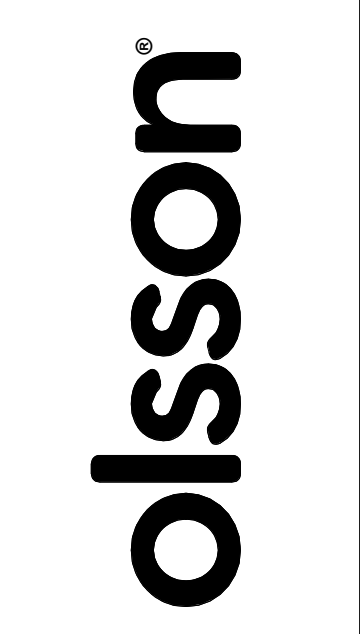


# WEC 1 FLY ASH SYSTEM FOUNDATION

4520 E SOUTH ST, HASTINGS, NE 68901



SHEET INDEX			
SHEET	SHEET NAME	REVISION DATE	REV
G000	COVER SHEET	03/25/2025	B
S001	GENERAL NOTES	03/13/2025	A
S002	SPECIAL INSPECTIONS	03/13/2025	A
S100	OVERALL STRUCTURAL PLAN	03/25/2025	B
S101	FOUNDATION PLAN	03/13/2025	A
S102	FRAMING PLANS	03/25/2025	A
S103	FRAMING PLANS	03/25/2025	A
S200	FRAMING SECTIONS	03/25/2025	A
S201	FRAMING SECTIONS	03/25/2025	A
S300	FOUNDATION DETAILS	03/25/2025	B
S301	FOUNDATION DETAILS	03/25/2025	A
S400	FRAMING DETAILS	03/25/2025	A



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**PRELIMINARY**  
NOT FOR CONSTRUCTION

REV. NO.	DATE	REVISION DESCRIPTION	BY
A	03/13/2025	FOUNDATIONS ISSUED FOR REVIEW	PMG
B	03/25/2025	AUXILIARY STEEL ISSUED FOR REVIEW	PMG

COVER SHEET  
WEC1 FLY ASH SYSTEM FOUNDATION  
HASTINGS, NE  
2025

drawn by: \_\_\_\_\_ PMG  
checked by: \_\_\_\_\_ GBL  
project no.: 024-07087  
date: 03-13-2025

SHEET  
G000

**BUILDING CODE AND STANDARDS**

2018 INTERNATIONAL BUILDING CODE (IBC 2018) WITH STANDARDS AS REFERENCED IN IBC CHAPTER 35.

**STRUCTURAL DESIGN LOADS:**

<b>DEAD LOAD</b>		
WEIGHT OF MATERIALS USED		
FLY ASH SILO	135 K	(PROVIDED BY TARSCO)
FLY ASH SILO MATERIAL	736 K	(PROVIDED BY TARSCO)
<b>LIVE LOAD</b>		
FLY ASH SILO	211 K	(PROVIDED BY TARSCO)

<b>SNOW DESIGN DATA</b>		
GROUND SNOW LOAD, P <sub>s</sub>	25 PSF	
SNOW EXPOSURE FACTOR, C <sub>e</sub>	1.0	
SNOW LOAD IMPORTANCE FACTOR, I <sub>s</sub>	1.0	
THERMAL FACTOR, C <sub>t</sub>	1.2	

<b>WIND DESIGN DATA</b>		
BASIC WIND SPEED, V <sub>ult</sub>	120 MPH	
RISK CATEGORY	III	
WIND EXPOSURE	C	
FLY ASH SILO WIND SHEAR	26 K	(PROVIDED BY TARSCO)
FLY ASH SILO WIND OVERTURNING MOMENT	773 K-FT	(PROVIDED BY TARSCO)
T-POST NORTH/SOUTH SHEAR	5.6 K	(PROVIDED BY UCC ENVIRONMENTAL)
T-POST NORTH/SOUTH OVERTURNING	27.5 K-FT	(PROVIDED BY UCC ENVIRONMENTAL)
T-POST EAST/WEST SHEAR	2.5 K	(PROVIDED BY UCC ENVIRONMENTAL)
T-POST EAST/WEST OVERTURNING	35.2 K-FT	(PROVIDED BY UCC ENVIRONMENTAL)
T-POST UPLIFT	1.1 K	(PROVIDED BY UCC ENVIRONMENTAL)

<b>EARTHQUAKE DESIGN DATA</b>		
RISK CATEGORY	III	
SEISMIC IMPORTANCE FACTOR, I <sub>s</sub>	1.0	
SITE CLASS	D	
SPECTRAL RESPONSE COEFFICIENTS	S <sub>s</sub> = 0.077 g, S <sub>1</sub> = 0.041 g	
DESIGN SPECTRAL RESPONSE COEFFS	S <sub>0.5</sub> = 0.082 g, S <sub>0.1</sub> = 0.065g	
SEISMIC DESIGN CATEGORY	A	
FLY ASH SILO SEISMIC SHEAR	43 K	(PROVIDED BY TARSCO)

**MATERIAL DATA:**

<b>CONCRETE &amp; REINFORCING</b>	
CONCRETE WEIGHT	NORMAL WEIGHT CONCRETE - TYPICAL, UON
C.I.P. CONCRETE STRENGTH	4,000 PSI (MIN F <sub>c</sub> AT 28 DAYS)
CEMENT TYPE	ORDINARY PORTLAND CEMENT (OPC) TYPE III - ASTM C150
AGGREGATES	REGULAR WEIGHT HARDROCK TYPE - ASTM C33
ADMIXTURES	ASTM C494
AIR-ENTRAINMENT	ASTM C260
REINFORCING STEEL	ASTM A615, GRADE 60, DEFORMED
WELDABLE REINFORCING STEEL	ASTM A706, GRADE 60, DEFORMED
DEFORMED BAR ANCHORS	ASTM 1064-18, GRADE 70, DEFORMED
NON-SHRINK GROUT (8,000 PSI, MIN.)	ASTM C1107, FACTORY PREMIXED
PERFORMED EXPANSION JOINT (1/2", UON)	ASTM D1751

<b>STEEL</b>	
W SHAPES, WT SHAPES	ASTM A992
M AND S SHAPES	ASTM A36
HP SHAPES	ASTM A572, GRADE 50
PLATES	ASTM A572, GRADE 50
ANGLES	ASTM A572, GRADE 50
C AND MC SHAPES	ASTM A992
HSS SQUARE AND RECTANGULAR TUBES	ASTM A500 GRADE C, F <sub>y</sub> = 50 ksi
HSS ROUNDS	ASTM A500, GRADE C, F <sub>y</sub> = 50 ksi
PIPES	ASTM A53, GRADE B, F <sub>y</sub> = 35 ksi
ANCHOR RODS	ASTM F1554, GRADE 55 WITH SUPPLEMENT S1
HIGH STRENGTH BOLTS	ASTM F3125, GRADE 325, TYPE 1, UON ASTM F3125, GRADE 490, TYPE 1
WASHERS FOR HIGH STRENGTH BOLTS	ASTM F436
DIRECT-TENSION INDICATING WASHERS	ASTM F959
HEAVY HEX NUTS	ASTM A563
STICK ELECTRODES	AWS CLASS E70XX AWS CLASS E6010 OR E6011 (GALV. SURFACES)

**GENERAL NOTES**

- THE STRUCTURAL DRAWINGS ARE TO BE COORDINATED AND USED IN CONJUNCTION WITH THE CIVIL, MECHANICAL, AND ELECTRICAL DRAWINGS. VERIFY ALL DIMENSIONS AND ELEVATIONS WITH CIVIL, MECHANICAL, AND ELECTRICAL DRAWINGS AND IMMEDIATELY NOTIFY THE STRUCTURAL ENGINEER OF ANY DISCREPANCIES.
- OLSSON SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CHARGE OF, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS PROJECT AND SHALL NOT BE RESPONSIBLE FOR CONTRACTOR'S FAILURE TO CARRY OUT WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- OLSSON SHALL NOT BE RESPONSIBLE FOR, NOR HAVE CONTROL OVER, THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, ANY OF THEIR AGENTS OR EMPLOYEES, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ALL TEMPORARY SHORING AND BRACING REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT. ALL SHORING AND BRACING MEMBERS AND CONNECTIONS SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE IMPOSED LOADS. TEMPORARY MEMBERS AND CONNECTIONS SHALL NOT BE REMOVED UNTIL PERMANENT MEMBERS ARE IN PLACE AND FINAL CONNECTIONS ARE MADE.
- THE CONTRACTOR SHALL FOLLOW WRITTEN DIMENSIONS ONLY. DO NOT SCALE DRAWINGS.
- NO FIELD MODIFICATIONS TO ANY STRUCTURAL COMPONENTS SHALL BE MADE WITHOUT PRIOR APPROVAL BY THE STRUCTURAL ENGINEER. THIS INCLUDES, BUT IS NOT LIMITED TO, REVISIONS DUE TO MIS-LOCATION, MISFIT, OR ANY OTHER CONSTRUCTION ERRORS.
- NO OPENING SHALL BE PLACED IN ANY STRUCTURAL MEMBER (OTHER THAN AS INDICATED ON APPROVED SHOP DRAWINGS) UNTIL THE LOCATION HAS BEEN APPROVED BY THE STRUCTURAL ENGINEER.
- ALL DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE NOTED.
- MATERIALS AND EQUIPMENT SHALL BE STORED AND TRANSPORTED IN A MANNER SO AS NOT TO EXCEED THE ALLOWABLE CAPACITY OF THE CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN AND PROVISION OF ANY AND ALL TEMPORARY BRACING AND SHORING AGAINST WIND, ERECTION AND ALL CONSTRUCTION LOADS UNTIL ALL ELEMENTS, MEMBERS, AND CONNECTIONS (FLOORS, ROOF, SHEAR WALLS, ETC.) AS SHOWN ON THE CONTRACT DOCUMENTS ARE COMPLETELY INSTALLED. THE STRUCTURAL MEMBERS SHOWN ON THE CONTRACT DOCUMENTS ARE DESIGNED FOR THE ANTICIPATED LOADS THAT THE STRUCTURE WILL BE SUBJECTED TO ONLY AFTER ALL STRUCTURAL ELEMENTS ARE IN PLACE AND FINAL CONNECTIONS ARE COMPLETE.
- THE ENGINEER HAS ASSUMED THAT THE EXISTING CONSTRUCTION WAS DESIGNED AND CONSTRUCTED IN CONFORMITY WITH GOOD PRACTICES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES AND PRECAUTIONS NECESSARY INCLUDING BRACING OR SHORING TO PREVENT DAMAGE AND/OR SETTLEMENT TO THE EXISTING STRUCTURE. FURTHERMORE, THEY SHALL AGREE TO ASSUME ALL RESPONSIBILITY FOR THE PRESERVATION OF THE EXISTING STRUCTURE.
- IF DURING CONSTRUCTION, MOVEMENTS OR SETTLEMENTS OF THE EXISTING STRUCTURE ARE OBSERVED, TAKE PRECAUTIONS NECESSARY TO SECURE THE SAFETY OF THE SUBJECT AND/OR ADJOINING PREMISES, AND CONTACT THE ENGINEER.
- THE EXISTING INFORMATION SHOWN ON THE DRAWINGS IS AS EXACT AS COULD BE SECURED INSOFAR AS BUILDING CONSTRUCTION AND EXISTING CONDITIONS ARE CONCERNED. EXTREME ACCURACY IS NOT GUARANTEED. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED FOR THE ASSISTANCE OF THE CONTRACTOR IN ACHIEVING THE END RESULTS. MANY OF THE DIMENSIONS AND CONDITIONS NOTED ON THE DRAWINGS ARE BASED ON INFORMATION OBTAINED FROM THE ORIGINAL DRAWINGS AND MAY OR MAY NOT BE CORRECT. EXACT LOCATIONS, MEASUREMENTS, DISTANCES, LEVELS, ETC. WILL BE GOVERNED BY CONDITIONS AT THE JOB SITE. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, INCLUDING EXISTING MEMBER SIZES, DIMENSIONS, AND ELEVATIONS WHICH AFFECT WORK TO BE PERFORMED AS PART OF THIS PROJECT, PRIOR TO ANY NEW CONSTRUCTION OR MATERIAL FABRICATION. ALL FIELD VERIFIED DIMENSIONS AND DISCREPANCIES MUST BE SHOWN ON THE STRUCTURAL SHOP DRAWINGS OR ON A SEPARATE SUBMITTAL SO THAT THE STRUCTURAL ENGINEER CAN MAKE ANY ADJUSTMENT IN MEMBER SIZES OR DETAILS. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL CONSTRUCTION CHANGES WHICH ARE A RESULT OF EXISTING JOB SITE CONDITIONS, AND WHICH ARE NOT ACCURATELY DOCUMENTED FOR THE OWNER IMMEDIATELY AFTER THE CONTRACTOR'S FIELD VERIFICATION EFFORTS.

**FOUNDATIONS**

- !!STOP!! CALL BEFORE YOU DIG! THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "811" AND COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. NOTIFY THE STRUCTURAL ENGINEER WHENEVER CONFLICTS ARE ENCOUNTERED. THE CONTRACTOR SHALL PROTECT ANY EXISTING UTILITIES FROM DAMAGE OR INTERRUPTION DURING CONSTRUCTION.
- REFERENCE THE APPROVED GEOTECHNICAL INVESTIGATION REPORT PREPARED BY MID-STATE, DATED XX-XX-2025. THE CONTRACTOR SHALL OBTAIN A COPY OF THE REPORT AND ANY AVAILABLE ADDENDA OR SUPPLEMENTS. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE REPORT AND SHALL FOLLOW ALL CONCLUSIONS AND RECOMMENDATIONS CONTAINED IN THE REPORT.
- BEAR FOOTINGS ON NATURAL SOILS OR SUITABLE COMPACTED FILL MATERIALS. ALL FOOTINGS HAVE BEEN DESIGNED FOR AN ALLOWABLE NET BEARING PRESSURE OF 1,800 PSF. NO FOOTINGS SHALL BE PLACED ON FROZEN SOILS.
- A GEOTECHNICAL ENGINEER SHALL BE RETAINED FOR TESTING AND OBSERVATION DURING ALL EARTHWORK AND FOUNDATION CONSTRUCTION PHASES TO VERIFY THAT THE RECOMMENDATIONS OF THE SUBSOIL INVESTIGATION ARE BEING IMPLEMENTED. THE GEOTECHNICAL ENGINEER SHALL INSPECT ALL FOOTING EXCAVATIONS AND SLAB SUBGRADE IMMEDIATELY PRIOR TO PLACEMENT OF ANY CONCRETE AND SHALL TEST ALL FILL FOR PROPER COMPACTION.
- REMOVE ALL TOPSOIL, RUBBLE, AND TREE ROOTS MORE THAN 2-INCH IN DIAMETER TO DEPTHS AND EXTENTS AS DIRECTED BY THE GEOTECHNICAL ENGINEER AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SOILS BELOW FOOTING LEVEL DISTURBED BY GRUBBING SHALL BE RECOMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- STRUCTURAL FILL MATERIALS SHALL CONSIST OF SUITABLE ON-SITE OR BORROW MATERIALS APPROVED BY THE GEOTECHNICAL ENGINEER AND COMPACTED TO DEPTHS AND EXTENTS AS DIRECTED BY THE GEOTECHNICAL REPORT AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- GENERAL CONTRACTOR SHALL COMPACT EXPOSED FOOTING BOTTOMS AND EXPOSED AGGREGATE PIER SURFACES WITH HAND-OPERATED, MECHANICAL COMPACTION EQUIPMENT AFTER EACH FOOTING EXCAVATIONS IS COMPLETED AND PRIOR TO PLACING STEEL OR CONCRETE.
- SHOULD UNSUITABLE BEARING CONDITIONS BE ENCOUNTERED DURING EXCAVATION, NOTIFY THE OWNER, ARCHITECT, AND STRUCTURAL ENGINEER BEFORE CONTINUING WITH CONSTRUCTION.
- THE CONTRACTOR MUST PROVIDE SURFACE DRAINAGE AND PUMPS TO PROTECT ALL EXCAVATION FROM FLOODING. FLOODING OF ANY EXCAVATION AFTER APPROVAL OF THE SUBGRADE WILL BE CAUSE FOR RE-PREPARATION AND RE-APPROVAL OF THE SUBGRADE.
- THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY WATER, FROST, OR ICE FROM PENETRATING ANY FOOTING OR SLAB SUBGRADE BEFORE AND AFTER PLACING OF CONCRETE AND UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT BUILDING STRUCTURE.
- RECORDS OF ANY EXISTING SUBGRADE INTERFERENCES, OTHER THAN THOSE INTERFERENCES SHOWN OR INDICATED ON THE CIVIL CONSTRUCTION DOCUMENTS, ARE NOT CURRENTLY AVAILABLE. DURING EXCAVATION WORK, INTERFERENCES MAY BE DISCOVERED. CONTRACTOR SHALL DOCUMENT CONSTRUCTION-RELATED DIMENSIONS OF ALL INTERFERENCES. CONTRACTOR SHALL FURNISH THE ABOVE INFORMATION IN THE FORM OF DETAILED SKETCHES TO THE STRUCTURAL ENGINEER FOR REVIEW.
- THE CONTRACTOR SHALL REVIEW ALL EXISTING SITE CONDITIONS AND THE GEOTECHNICAL REPORT AND ESTABLISH SPECIFIC "CONSTRUCTION PROCEDURES AND SEQUENCES" FOR THE EXCAVATION, COMPACTION, FILL, AND INSTALLATION OF THE NEW BUILDING FOUNDATION. SUBMIT THESE FOR REVIEW TO THE OWNER'S SOIL TESTING LABORATORY, OWNER'S REPRESENTATIVE, AND STRUCTURAL ENGINEER.
- FLOWABLE FILL FOR USE AS FOUNDATION SUPPORT IS DEFINED AS CONTROLLED LOW STRENGTH MATERIAL (CLSM) CONFORMING TO THE RECOMMENDATIONS OF ACI 229R-99.
- FLOWABLE FILL FOR USE AS FOUNDATION SUPPORT IS DEFINED AS CONTROLLED LOW STRENGTH MATERIAL (CLSM)
  - FLOWABLE FILL IN NOT INTENDED TO BE EXCAVATABLE IN THE FUTURE.
  - PROVIDE CONCRETE CONTRACTOR'S STANDARD MIX FOR FLOWABLE FILL THAT MEETS THE FOLLOWING REQUIREMENTS:
    - CONFORM TO THE RECOMMENDATIONS OF ACI 229R-99.
    - 28 DAY MINIMUM COMPRESSIVE STRENGTHS OF 100PSI.
    - MIXTURE SHALL FLOW INTO PLACE AND CONSOLIDATE DUE TO ITS FLUIDITY WITHOUT VIBRATION OR PUDDLING ACTION.
    - LIMIT SUBSIDENCE OF FLOWABLE FILL TO 1/8" PER FOOT OF DEPTH
    - CURING PROCEDURES ARE NOT REQUIRED, BUT PROTECT FROM FREEZING UNTIL MIX HAS HARDENED.
- REFER TO THE TESTING AND INSPECTION SECTION OF THESE NOTES FOR THE FOUNDATION TESTING AND INSPECTION REQUIREMENTS.

**STRUCTURAL CONCRETE**

- CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF:
  - ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE"
  - ACI 302-1R "GUIDE TO CONCRETE FLOOR AND SLAB CONSTRUCTION"
  - ACI 304 "GUIDE FOR FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE"
  - ACI 311.1R "MANUAL OF CONCRETE INSPECTION"
  - ACI 315R "GUIDE TO PRESENTING REINFORCING STEEL DESIGN DETAILS"
  - ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
  - ACI 347 "GUIDE TO FORMWORK FOR CONCRETE"
- SUBMIT A CONCRETE MIX DESIGN FOR EACH CLASS OF CONCRETE FOR APPROVAL BY THE PROJECT ENGINEER. THE MIX DESIGN SHALL INCLUDE THE PROPORTIONS AND TEST RESULTS OR CERTIFICATIONS FOR ALL COMPONENTS OF THE MIX IN ACCORDANCE WITH THE LATEST ACI 301. SUBMIT DOCUMENTED RESULTS OF "FIELD TEST DATA" OR "TRIAL MIXTURES" IN ACCORDANCE WITH ACI 301 FOR EACH CLASS OF CONCRETE TO BE USED. THE MIX DESIGNS SHALL MEET THE GUIDELINES AS LISTED IN THE "MATERIAL DATA" SECTION, EXCEPT AS APPROVED BY THE PROJECT ENGINEER.
- THE COARSE AGGREGATE IN NORMAL WEIGHT CONCRETE MIXES SHALL BE LIMESTONE AND THE LIMESTONE SHALL MAKE UP APPROXIMATELY 30% OF THE WEIGHT OF ALL THE AGGREGATE IN THE MIX, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- THE ADDITION OF WATER TO THE MIX ON SITE WILL NOT BE ALLOWED, UNLESS SPECIFICALLY APPROVED.
- CONCRETE MAY NOT BE PLACED DURING FREEZING WEATHER UNLESS SUITABLY PROTECTED, PER ACI 306.1. CONFORM TO ACI 305.1 FOR HOT WEATHER CONCRETING.
- THE CONTRACTOR SHALL SUBMIT CHECKED, DETAILED REINFORCEMENT SHOP DRAWINGS SHOWING THE LOCATIONS AND DETAILING OF ALL FOOTINGS, WALLS, PIERS, BEAMS, COLUMNS, SLABS, CONSTRUCTION JOINTS, CONTROL JOINTS, ETC. PRIOR TO FABRICATION. DETAILS SHALL INCLUDE BAR SIZES, LAPS, SPACING, AND PLACEMENT.
- THE MINIMUM CONCRETE COVER FOR CAST-IN-PLACE (NON-PRESTRESSED) CONCRETE SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
  - CONCRETE CAST AGAINST PERMANENTLY EXPOSED TO EARTH: 3"
  - CONCRETE EXPOSED TO EARTH OR WEATHER:
    - NO 6 THROUGH NO 18 BARS 2"
    - NO 5 BAR, W31 OR D31 WIRE, AND SMALLER 1 1/2"
  - CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
    - SLABS, WALLS, JOISTS:
      - NO 14 AND NO 18 BARS 1 1/2"
      - NO 11 BAR AND SMALLER 3/4"
    - BEAMS, COLUMNS:
      - PRIMARY REINFORCEMENT 1 1/2"
      - TIES, STIRRUPS, SPIRALS 1 1/2"
- PROVIDE LAP SPLICES AS INDICATED BELOW UNLESS OTHERWISE NOTED IN THE DRAWINGS.
 

BAR SIZE	SPLICE LENGTH:	
	TOP BARS*	OTHER BARS
#3	1'-3"	1'-0"
#4	1'-8"	1'-3"
#5	2'-5"	1'-10"
#6	3'-4"	2'-7"
#7	4'-0"	3'-1"
#8	5'-0"	3'-11"
#9	6'-5"	4'-11"
#10	7'-10"	6'-1"
#11	9'-6"	7'-4"

\* TOP BAR CONDITION OCCURS WHERE HORIZONTAL REINFORCEMENT IS PLACED SUCH THAT MORE THAN 12 INCHES OF FRESH CONCRETE IS CAST BELOW THE SPLICE.
- UNLESS DETAILED OTHERWISE, BEND DIAMETERS AND HOOK LENGTHS FOR "STANDARD HOOKS" USED FOR STIRRUPS, TIES, AND HOOPS SHALL BE AS SHOWN IN ACI 318-14, TABLE 25.3.2. BEND DIAMETERS AND HOOK LENGTHS FOR "STANDARD HOOKS" EMBEDDED INTO FOOTINGS SHALL BE PER TABLE 25.3.1. (SEE DRAWINGS FOR EMBEDMENT LENGTH OF HOOK INTO FOOTING).
- MECHANICAL COUPLERS CAPABLE OF SUSTAINING 125% OF THE BAR ULTIMATE TENSILE CAPACITY MAY BE USED IN LIEU OF LAP SPLICES.
- ALL EXPOSED CONCRETE EDGES SHALL HAVE 3/4" CHAMFERS.

**STRUCTURAL STEEL**

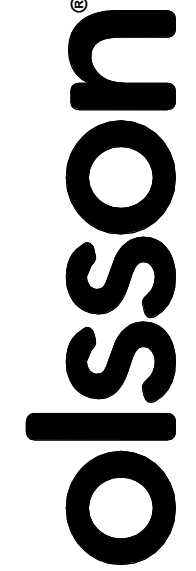
- ALL STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF AISC 303 "CODE OF STANDARD PRACTICE FOR STEEL BUILDING AND BRIDGES".
- THE STEEL FABRICATOR/ERECTOR SHALL DOCUMENT ANY CONSTRUCTION RELATED DISCREPANCIES AND SHALL FURNISH SAID INFORMATION IN THE FORM OF DETAILED SKETCHES TO THE STRUCTURAL ENGINEER FOR REVIEW. THERE SHALL BE RESOLUTION TO THE NOTED DISCREPANCIES PRIOR TO FABRICATION OF ANY NEW STRUCTURAL ELEMENTS.
- THE FABRICATOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW, ENGINEERED AND CHECKED DRAWINGS SHOWING FABRICATION DETAILS, FIELD ASSEMBLY DETAILS, AND ERECTION DIAGRAMS FOR ALL STRUCTURAL STEEL ELEMENTS.
- ALL BEAMS AND JOISTS SHALL BE FABRICATED WITH THE NATURAL CAMBER UP.
- ALL WELDING SHALL BE PERFORMED BY CERTIFIED/QUALIFIED WELDERS AND SHALL CONFORM TO THE LATEST EDITION OF AWS D1.1 "STRUCTURAL WELDING CODE - STEEL".
- STRUCTURAL TUBE AND PIPE MEMBERS SHALL BE FULLY SEALED WITH NO HOLES OR OPENING IN MEMBERS UNLESS DETAILED OTHERWISE. PROVIDE 1/4" END PLATE WITH 3/16" MINIMUM SEAL WELD ALL AROUND.
- BOLTS ARE TO BE TIGHTENED TO THE "SNUG TIGHT" CONDITION, UNLESS OTHERWISE NOTED. "SNUG TIGHT" IS THE TIGHTNESS THAT EXISTS WHEN ALL PILES IN A JOINT ARE IN FIRM CONTACT AND MAY BE ACHIEVED BY A FEW IMPACTS OF AN IMPACT WRECH OR THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH.
- SURFACE PREPARATION/PAINTING:
  - SURFACE SHALL BE CLEANED IN ACCORDANCE WITH SSPC-6, COMMERCIAL BLAST CLEANING.
  - FINISH: HOT DIP GALVANIZING PER ASTM 123. BOLTS SHALL BE GALVANIZED BY MECHANICAL DEPOSIT ACCORDING TO ASTM B695, CLASS 55, TYPE-1.
- THE THICKNESS OF CURVED ANGLES AND TUBES INDICATED ON THESE DRAWINGS IS A MINIMUM AND SHALL BE INCREASED AS REQUIRED BY THE FABRICATION METHOD UTILIZED TO PREVENT BUCKLING.

**POST-INSTALLED ANCHORS**

- ADHESIVE ANCHORS:
  - FOR CONCRETE BASE CONDITIONS: USE HILTI 'HIT-HY 200' ADHESIVE, UNLESS OTHERWISE SPECIFIED.
  - MINIMUM EMBEDMENT SHALL BE 9 TIMES ANCHOR DIAMETER, UNLESS OTHERWISE SPECIFIED, OR LIMITED BY THICKNESS OF CONCRETE OR CONCRETE MASONRY.
  - ANCHOR RODS TO BE HILTI 'HAS' THREADED ROD, UNLESS OTHERWISE SPECIFIED.
- ALL POST-INSTALLED ANCHORS SHALL BE INSTALLED BY QUALIFIED INDIVIDUALS IN STRICT CONFORMANCE TO THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS INCLUDING FINISH, MINIMUM EMBEDMENT, ADHESIVE TYPES, RECOMMENDED ACCESSORIES FOR BASE CONDITIONS, AND CURE TIMES FOR WEATHER CONDITIONS.
- ALL POST-INSTALLED ANCHORS SHALL CONFORM TO THE REQUIREMENTS OF THE MOST RECENT VERSIONS OF ACI 305.2 OR ACI 305.4.
- SUBSTITUTIONS OF SIMILAR PRODUCTS INCLUDING ALTERNATIVE MANUFACTURERS CAN BE MADE PROVIDED THAT THE ANCHOR'S SHEAR AND TENSION ALLOWABLE LOAD CAPACITIES ARE EQUIVALENT TO THE SPECIFIED ANCHORS. SUBSTITUTIONS MUST BE AUTHORIZED BY THE ENGINEER PRIOR TO INSTALLATION.

**SHOP DRAWINGS**

- EACH SHOP DRAWING AND SUBMITTAL THAT HAS BEEN PREPARED BY THE GENERAL CONTRACTOR'S SUBCONTRACTOR SHALL BE REVIEWED, APPROVED, AND STAMPED BY THE SUBCONTRACTOR, PRIOR TO SUBMITTING TO THE STRUCTURAL ENGINEER FOR REVIEW.
- THE GENERAL CONTRACTOR SHALL REVIEW ALL SUBMISSIONS FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS, MEANS, METHODS, TECHNIQUES, SEQUENCES, AND OPERATION OF CONSTRUCTION, TECHNICAL CONTENT, COORDINATION OF TRADES, DIMENSIONAL ACCURACY, SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL THERETO, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- ANY DEVIATIONS FROM THE ORIGINAL DESIGN OR DESIGN CRITERIA AS SPECIFIED ON THE "FOR CONSTRUCTION" DESIGN DOCUMENTS OF THE PROJECT SHALL BE BOLDLY NOTED AND CLOUDED ON THE SHOP DRAWINGS THAT ARE SUBMITTED FOR APPROVAL TO BRING TO THE EOR'S ATTENTION.
- ALL CHANGES TO RESUBMITTED SHOP DRAWINGS SHALL BE CLOUDED.



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REV. NO.	DATE	REVISION DESCRIPTION	BY	
			PMG	PMG
A	03/13/2025	FOUNDATIONS ISSUED FOR REVIEW		

GENERAL NOTES

WEC1 FLY ASH SYSTEM FOUNDATION

HASTINGS, NE

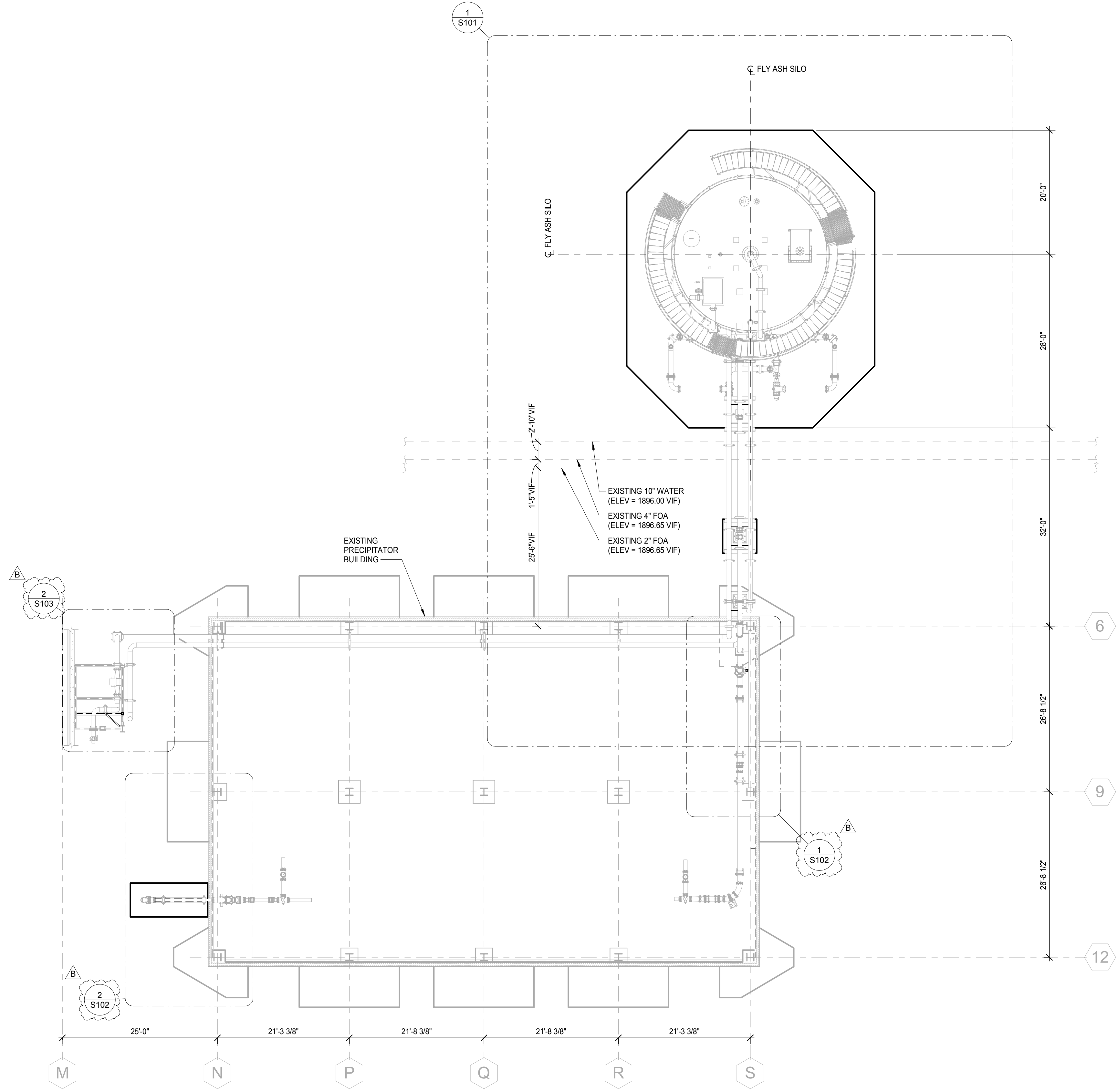
2025

SHEET  
S001

drawn by: \_\_\_\_\_ PMG  
checked by: \_\_\_\_\_ GBL  
project no.: \_\_\_\_\_ 024-07087  
date: \_\_\_\_\_ 03-13-2025

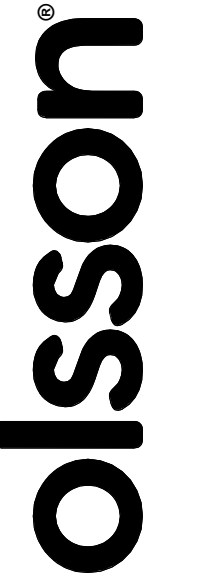


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**GENERAL SHEET NOTES**

1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, ELEVATIONS, DIMENSIONS, AND MEMBER SIZES PRIOR TO ORDERING OR FABRICATION OF ANY MATERIALS.
2. SEE DRAWINGS S001 & S002 FOR GENERAL NOTES AND SPECIAL INSPECTIONS.
3. ALL MEMBERS SHOWN AS HALFTONE ARE EXISTING.



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REV. NO.	DATE	REVISION DESCRIPTION	BY
A	03/13/2025	FOUNDATIONS ISSUED FOR REVIEW	PMG
B	03/25/2025	AUXILIARY STEEL ISSUED FOR REVIEW	PMG

OVERALL STRUCTURAL PLAN	2025
WEC1 FLY ASH SYSTEM FOUNDATION	
HASTINGS, NE	

drawn by:	PMG
checked by:	GBL
project no.:	024-07087
date:	03-13-2025

**SHEET S100**

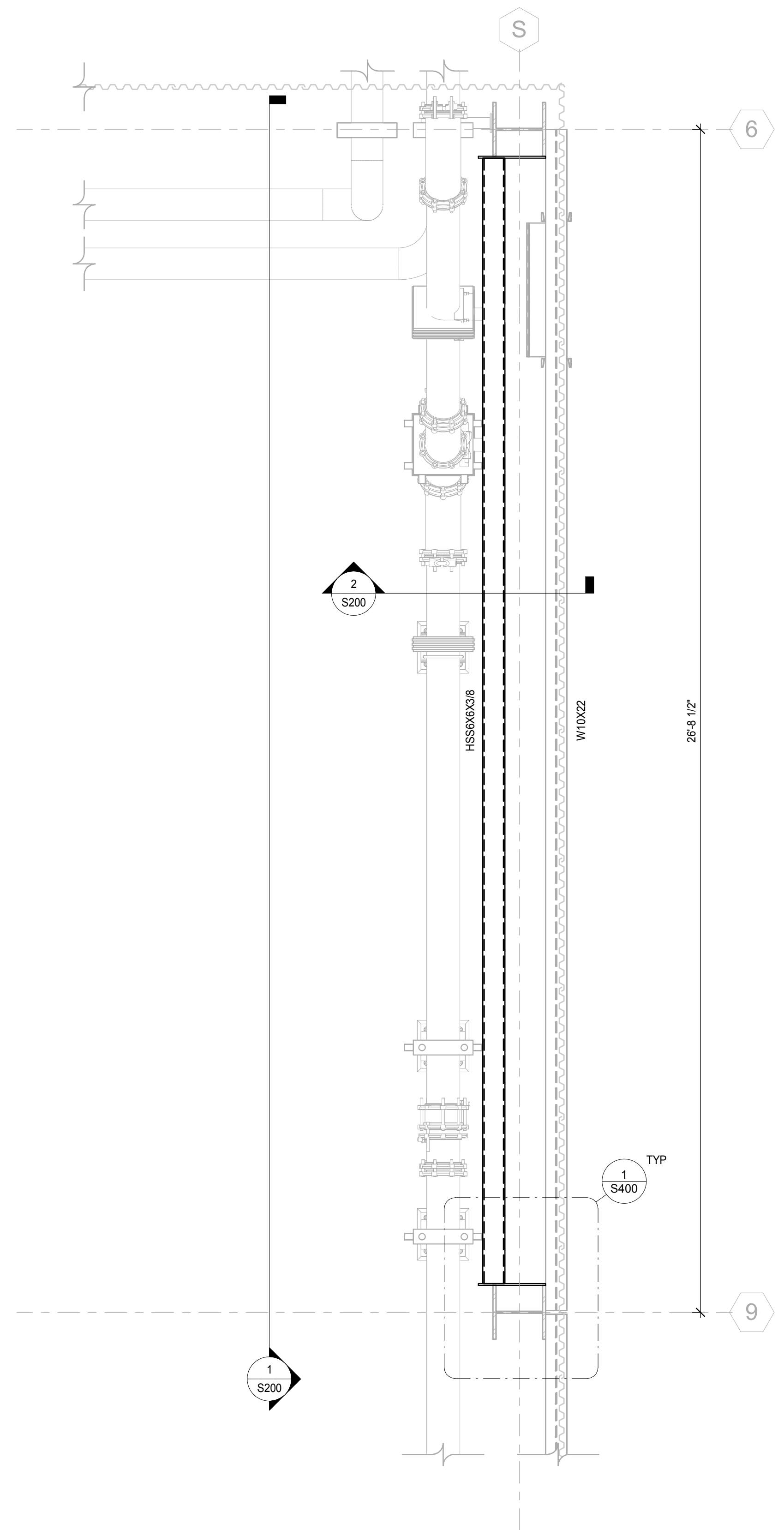
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 SCALE: 1" = 10'-0"



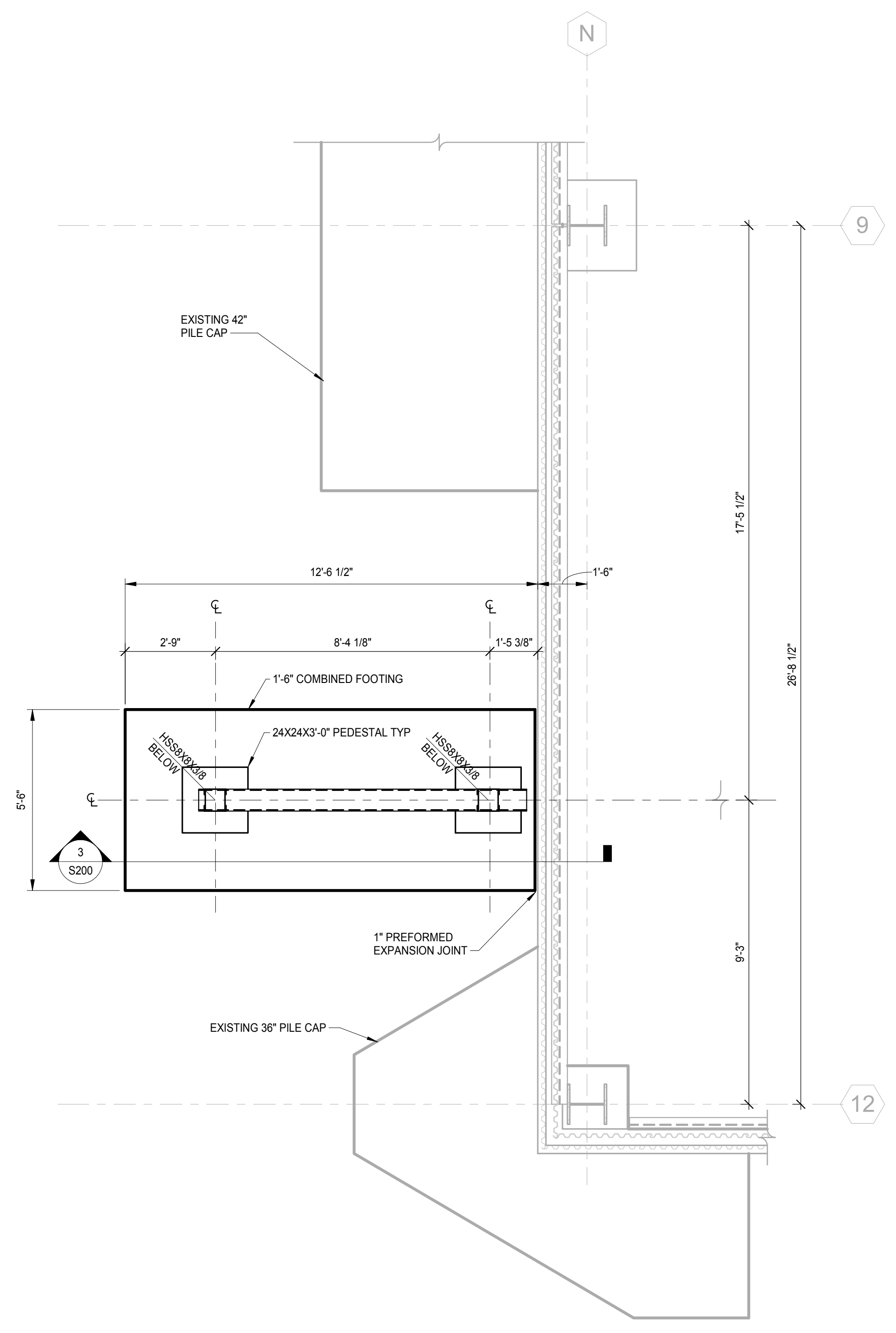


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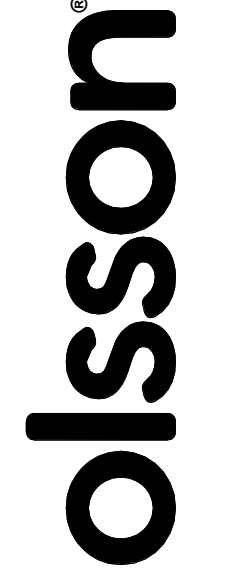
**1** AUXILIARY STEEL #1  
 SCALE: 1/2" = 1'-0"  

**2** AUXILIARY STEEL #2  
 SCALE: 3/8" = 1'-0"  

- GENERAL SHEET NOTES**
1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, ELEVATIONS, DIMENSIONS, AND MEMBER SIZES PRIOR TO ORDERING OR FABRICATION OF ANY MATERIALS.
  2. SEE DRAWINGS S001 & S002 FOR GENERAL NOTES AND SPECIAL INSPECTIONS.
  3. ALL MEMBERS SHOWN AS HALFTONE ARE EXISTING.



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A	03/25/2025	AUXILIARY STEEL ISSUED FOR REVIEW	PMG

FRAMING PLANS

WEC1 FLY ASH SYSTEM FOUNDATION

HASTINGS, NE

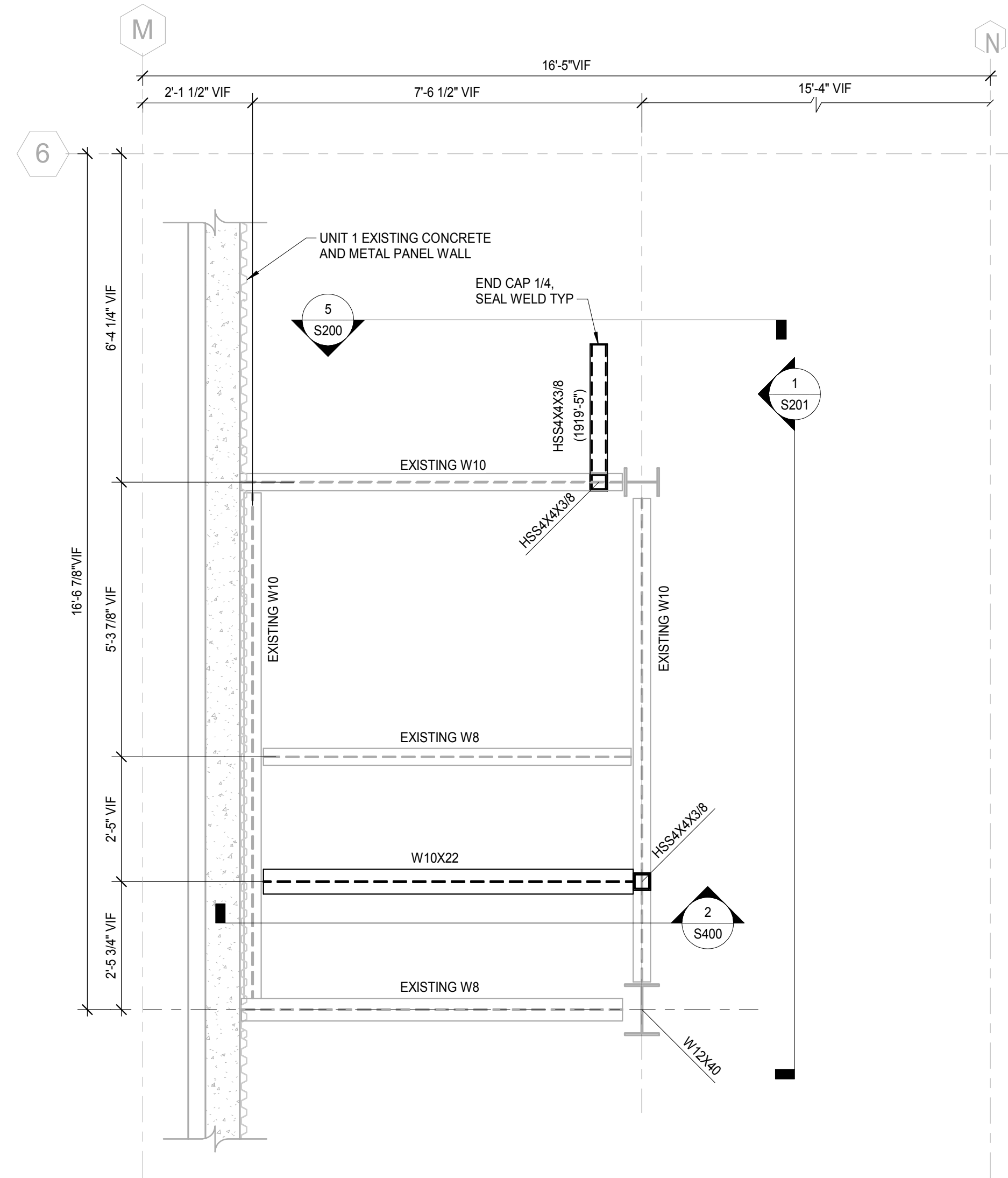
2025

REVISIONS

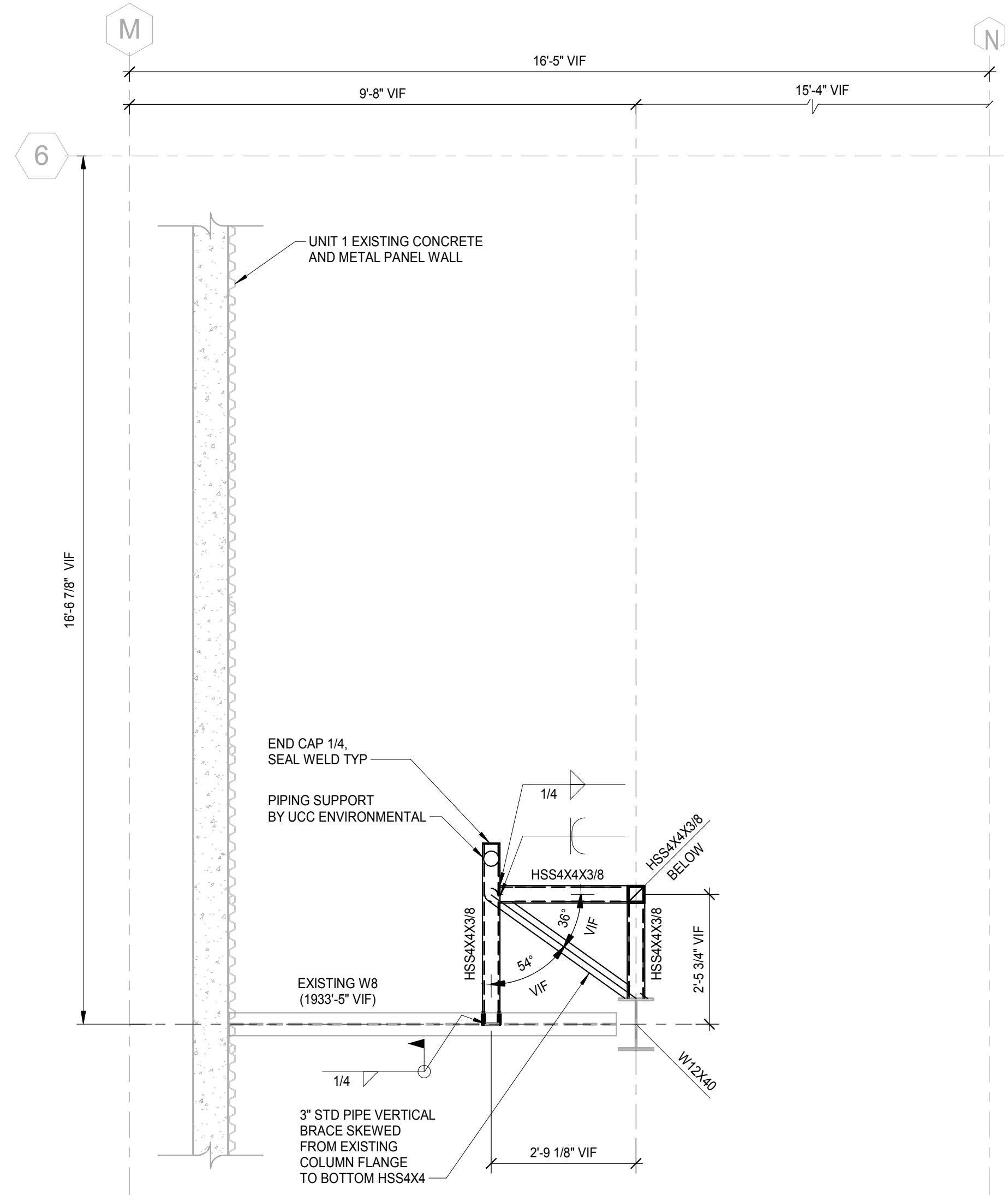
drawn by: \_\_\_\_\_ PMG  
 checked by: \_\_\_\_\_ GBL  
 project no.: 024-07087  
 date: 03-13-2025

SHEET  
 S102

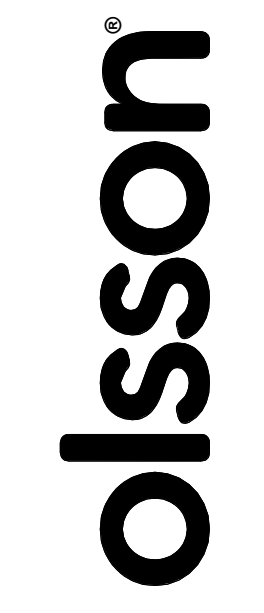
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**1** AUXILIARY STEEL #3 (T/STEEL = 1918'-0" VIF (UON))  
 SCALE: 1/2" = 1'-0"



**2** AUXILIARY STEEL #3 (T/STEEL = 1933'-3" VIF (UON))  
 SCALE: 1/2" = 1'-0"



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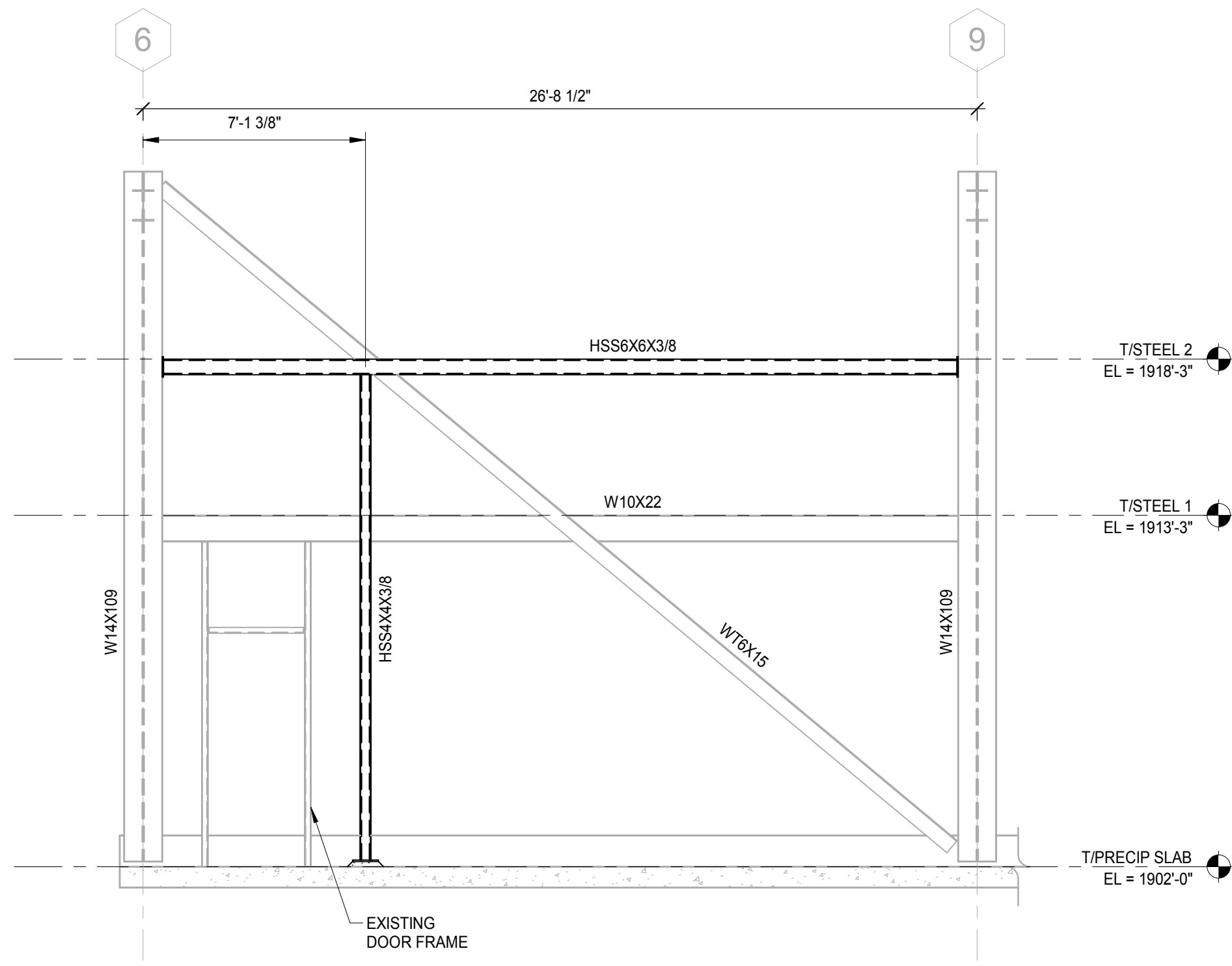
**PRELIMINARY**  
 NOT FOR CONSTRUCTION

REV. NO.	DATE	REVISION DESCRIPTION	BY
A	03/25/2025	AUXILIARY STEEL ISSUED FOR REVIEW	PMG

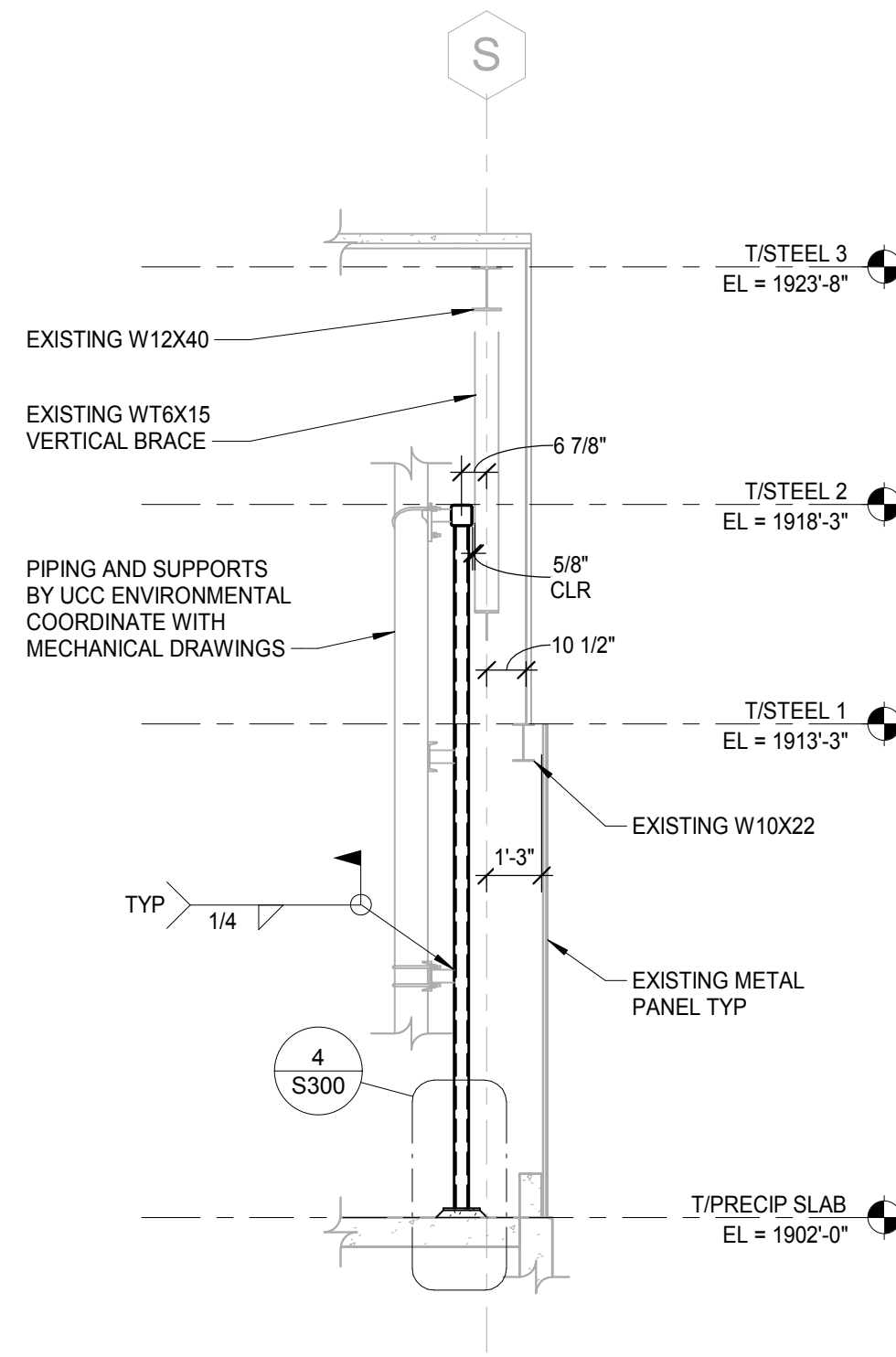
FRAMING PLANS	WEC1 FLY ASH SYSTEM FOUNDATION	2025
		HASTINGS, NE

drawn by: \_\_\_\_\_ PMG  
 checked by: \_\_\_\_\_ GBL  
 project no.: 024-07087  
 date: 03-13-2025

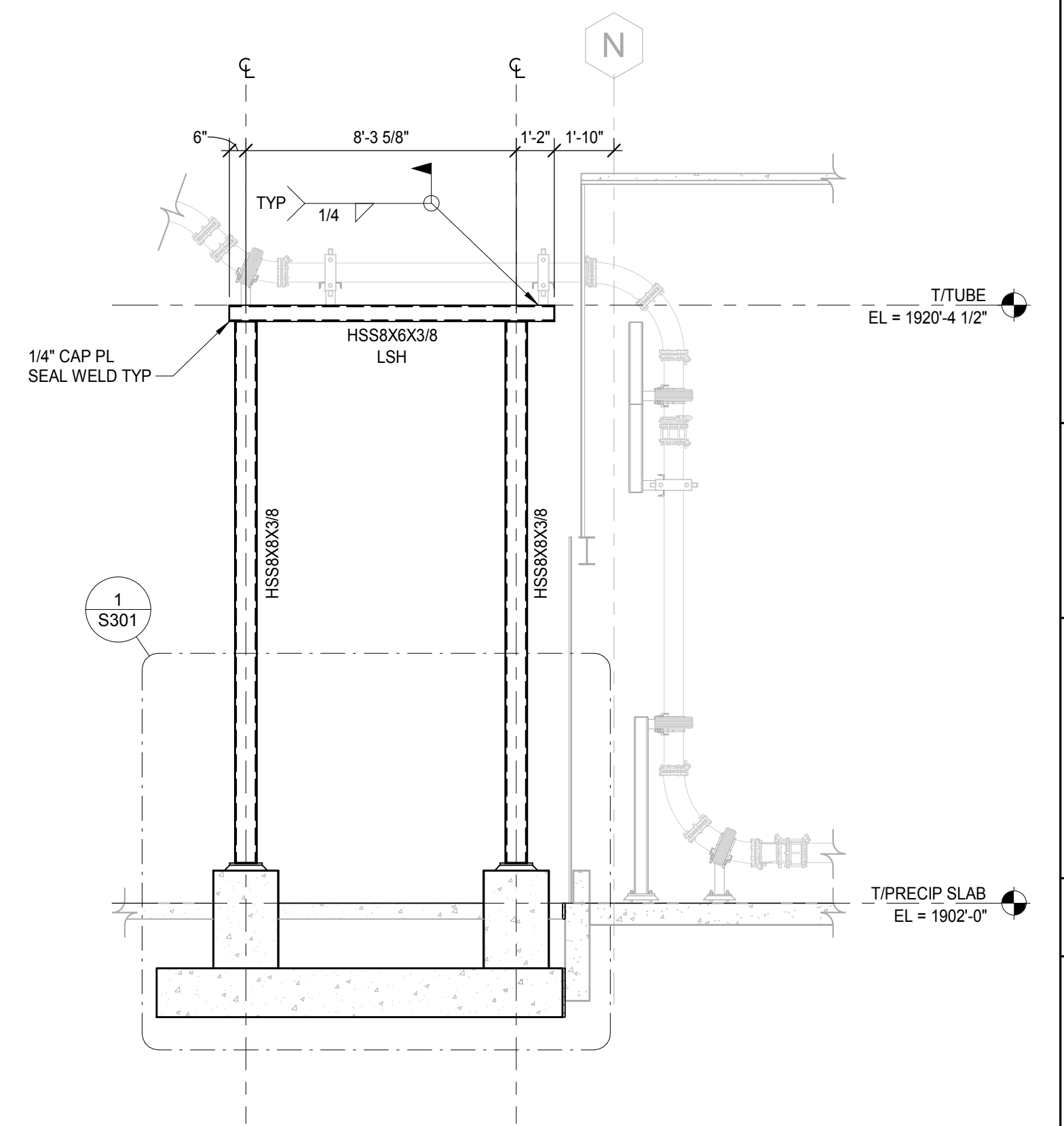
**SHEET**  
**S103**



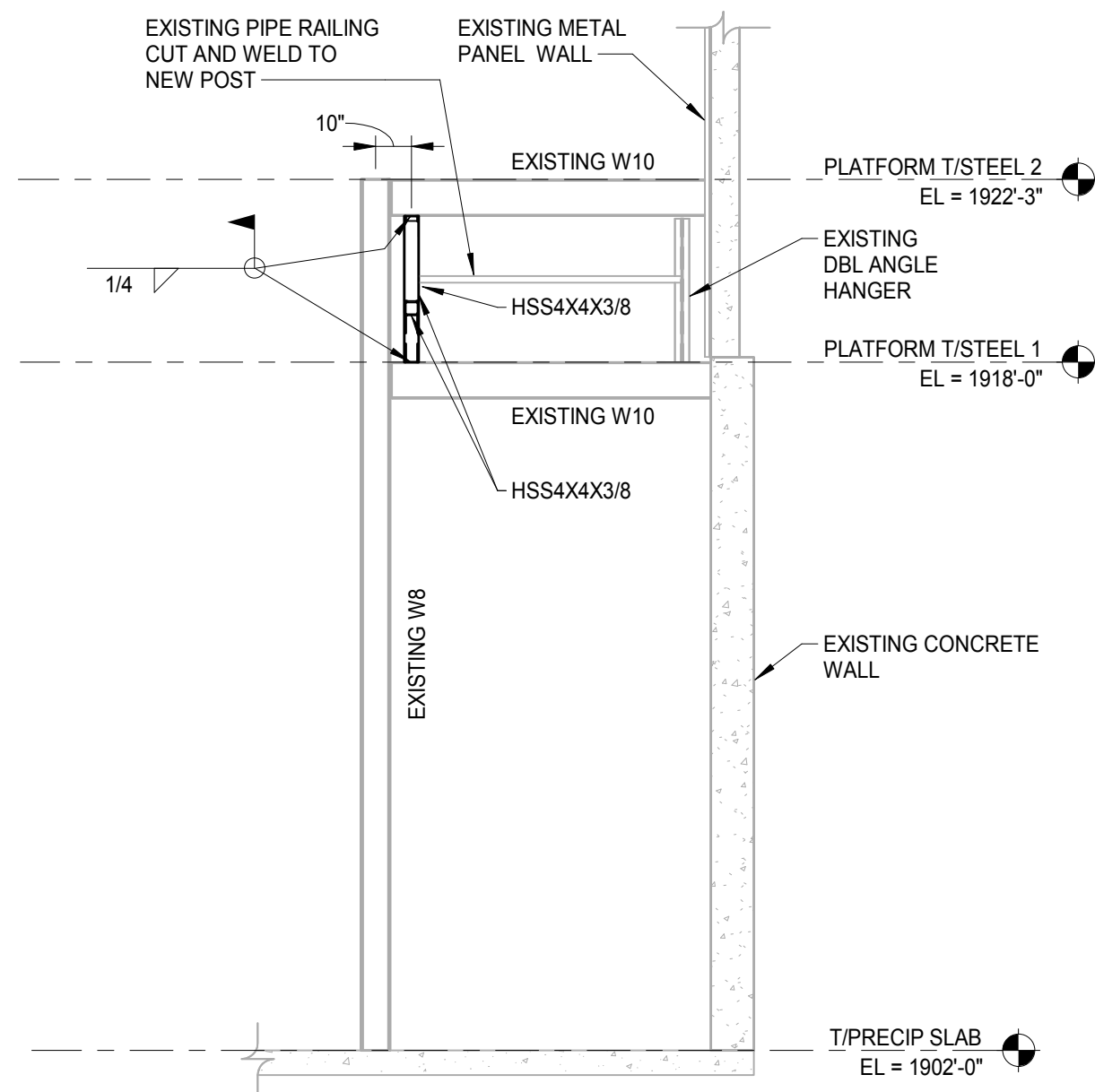
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SCALE: 1/4" = 1'-0"



2 AUXILIARY STEEL #1 (LOOKING NORTH)  
SCALE: 1/4" = 1'-0"



3 AUXILIARY STEEL #2 (LOOKING NORTH)  
SCALE: 1/4" = 1'-0"



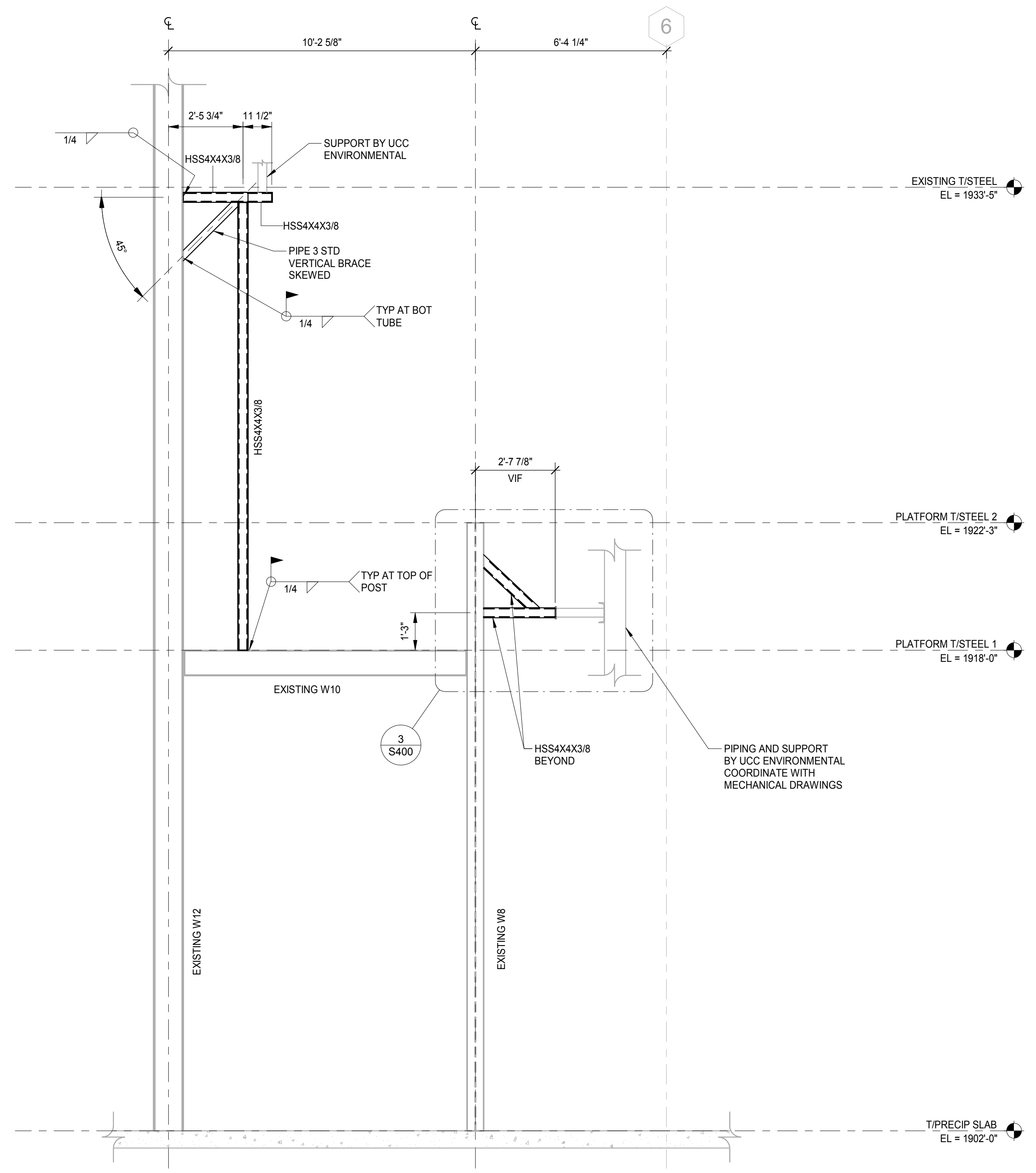
5 AUXILIARY STEEL #3 (LOOKING NORTH)  
SCALE: 1/4" = 1'-0"

REV. NO.	DATE	BY	REVISION DESCRIPTION
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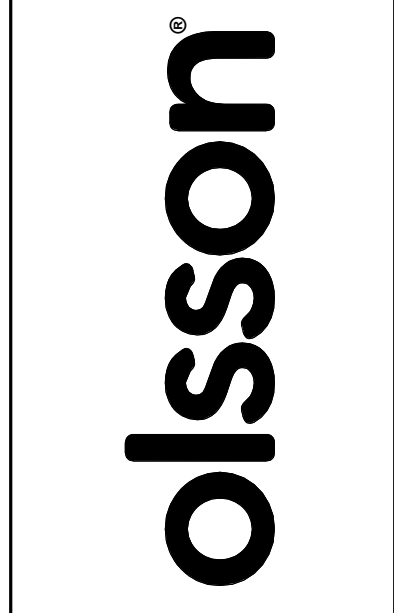
FRAMING SECTIONS	2025
WEC1 FLY ASH SYSTEM FOUNDATION	
HASTINGS, NE	

drawn by:	PMG
checked by:	GBL
project no.:	024-07087
date:	03-13-2025

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**1** AUXILIARY STEEL #3 (LOOKING WEST)  
 SCALE: 3/8" = 1'-0"



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 TEL 402.341.1116  
 FAX 402.341.5895  
 Olsson - Engineering  
 Nebraska COA #CA-0638

**PRELIMINARY**  
 NOT FOR CONSTRUCTION

REV. NO.	DATE	REVISION DESCRIPTION	BY
A	03/25/2025	AUXILIARY STEEL ISSUED FOR REVIEW	PMG

FRAMING SECTIONS	WEC1 FLY ASH SYSTEM FOUNDATION	2025
	HASTINGS, NE	REVISIONS

drawn by: \_\_\_\_\_ PMG  
 checked by: \_\_\_\_\_ GBL  
 project no.: 024-07087  
 date: 03-13-2025

**SHEET**  
**S201**

**PRELIMINARY**  
NOT FOR CONSTRUCTION

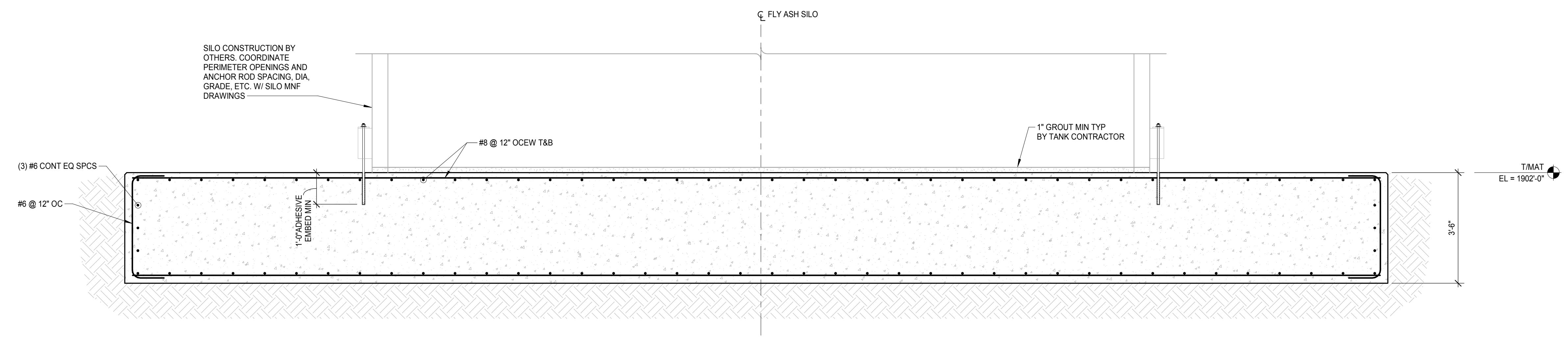
REV. NO.	DATE	REVISION DESCRIPTION
A	03/13/2025	FOUNDATIONS ISSUED FOR REVIEW
B	03/25/2025	AUXILIARY STEEL ISSUED FOR REVIEW

BY	DATE	REVISIONS
PMG		
PMG		

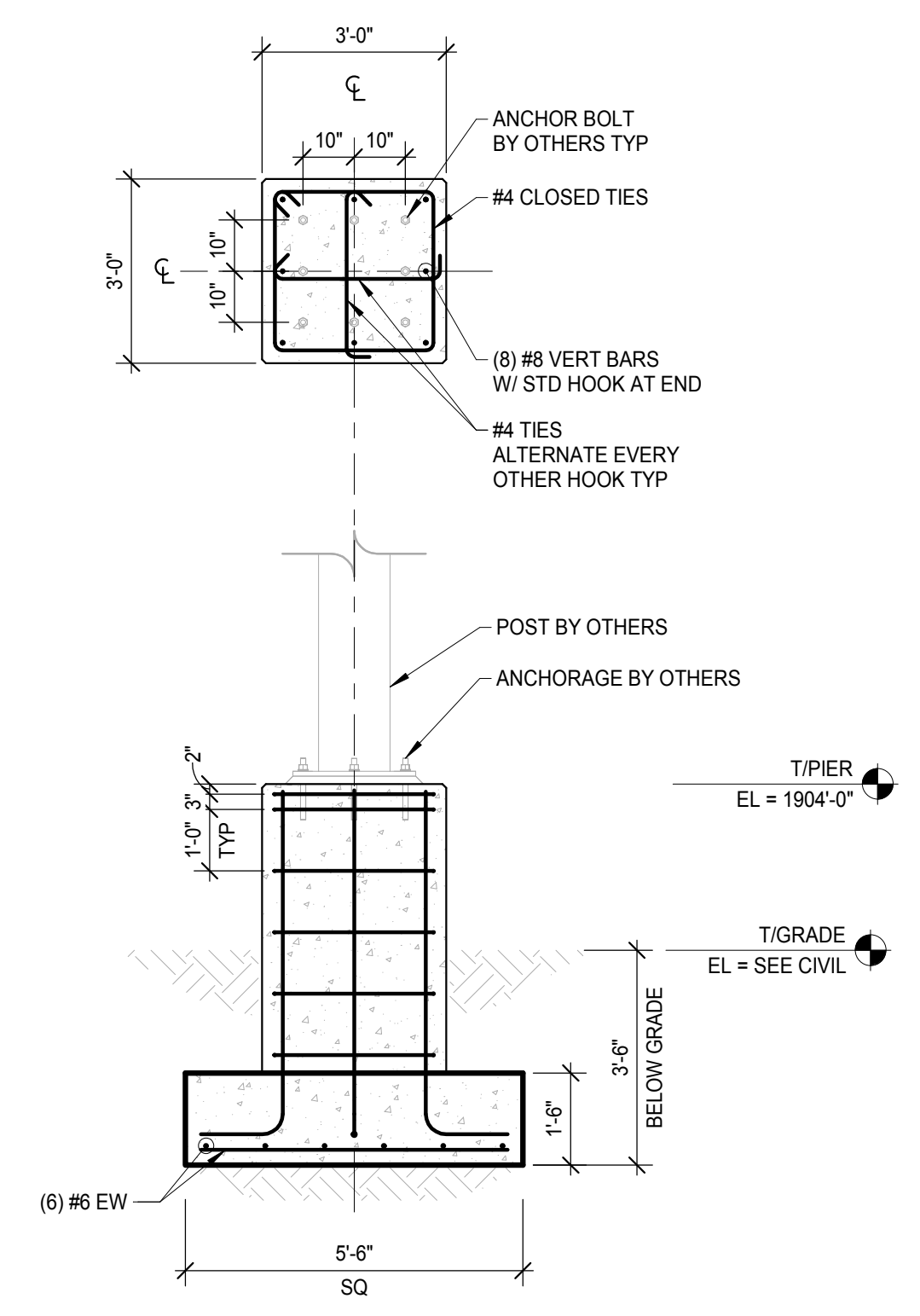
FOUNDATION DETAILS  
WEC1 FLY ASH SYSTEM FOUNDATION  
HASTINGS, NE

drawn by: PMG  
checked by: GBL  
project no.: 024-07087  
date: 03-13-2025

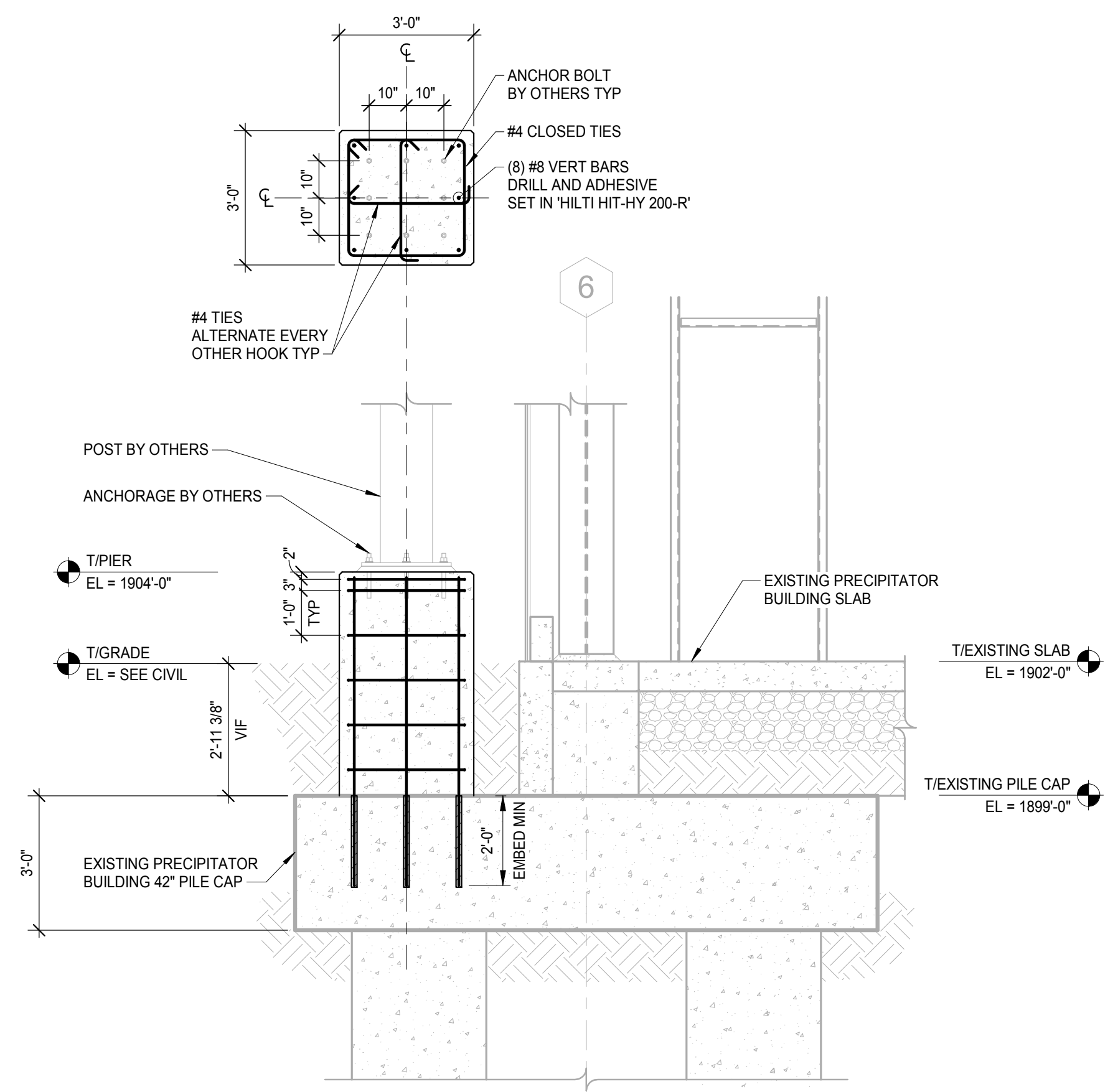
SHEET  
S300



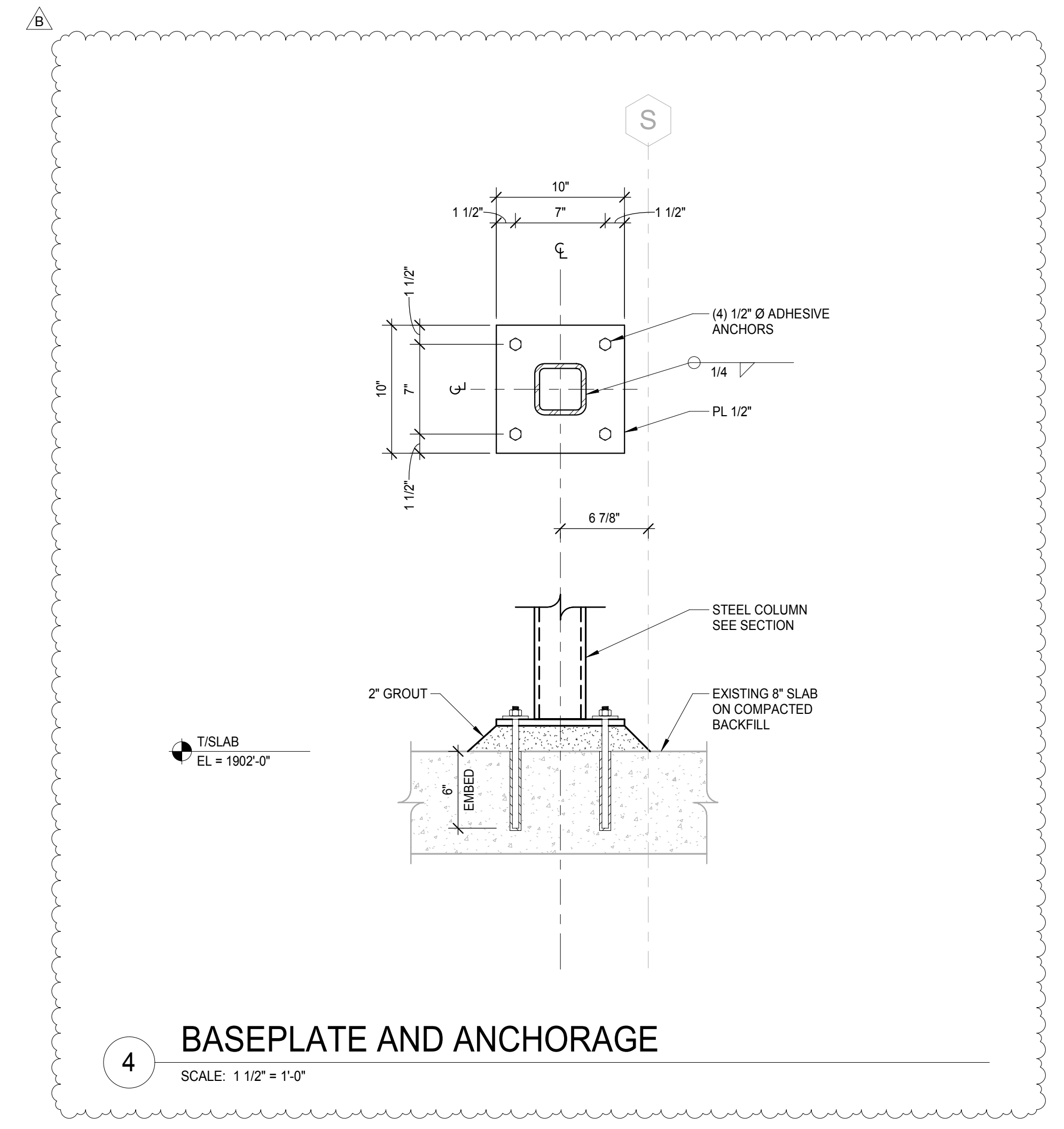
**1 MAT FOUNDATION SECTION**  
SCALE: 1/2" = 1'-0"



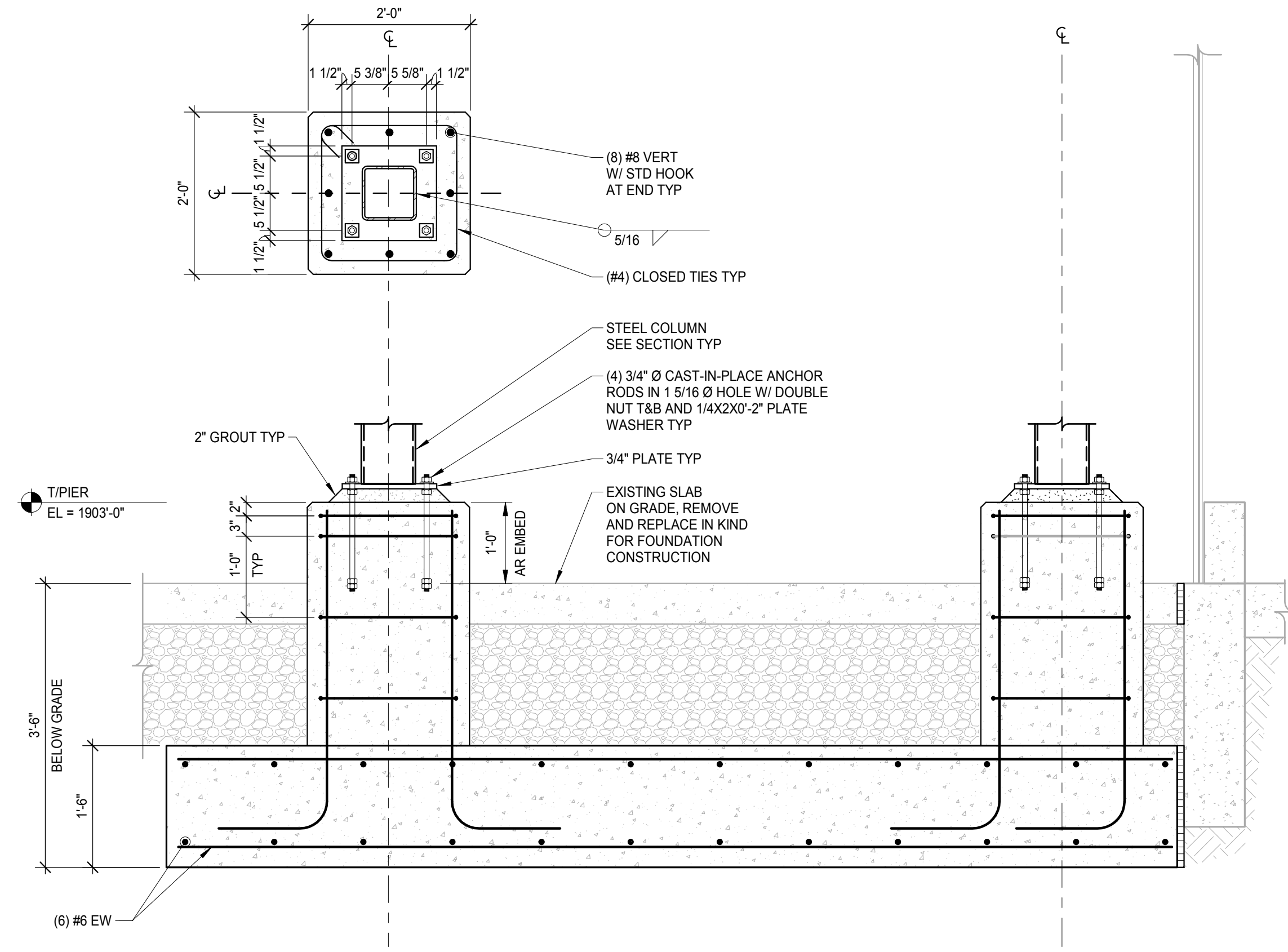
**2 SPREAD FOOTING & PEDESTAL**  
SCALE: 3/8" = 1'-0"



**3 PEDESTAL AT EXISTING PILE CAP**  
SCALE: 3/8" = 1'-0"



**4 BASEPLATE AND ANCHORAGE**  
SCALE: 1 1/2" = 1'-0"



**1 SPREAD FOOTING & PEDESTAL**  
 SCALE: 3/4" = 1'-0"

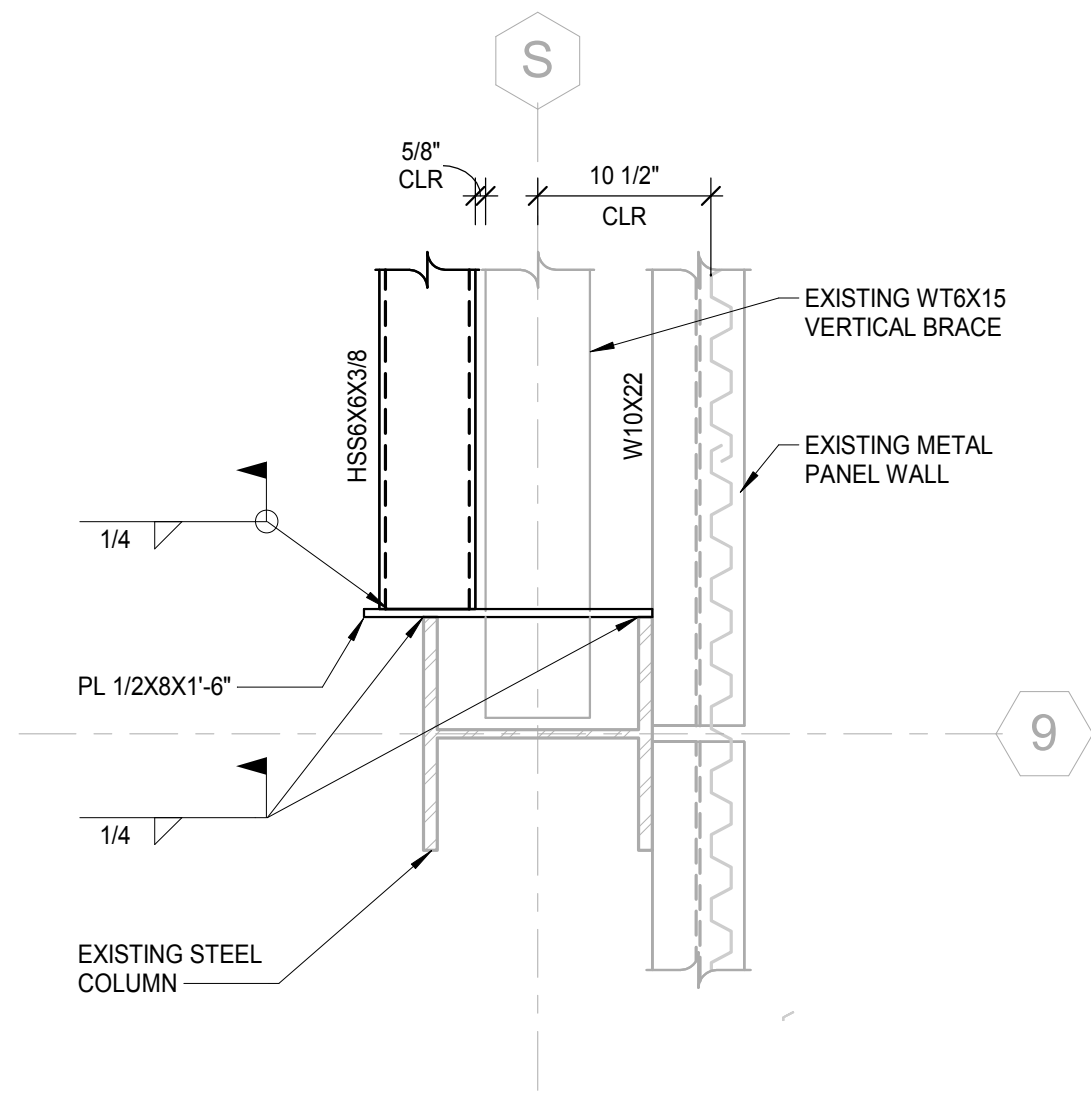
**PRELIMINARY**  
 NOT FOR CONSTRUCTION

REV. NO.	DATE	BY	REVISION DESCRIPTION
A	03/25/2025	PMG	AUXILIARY STEEL ISSUED FOR REVIEW

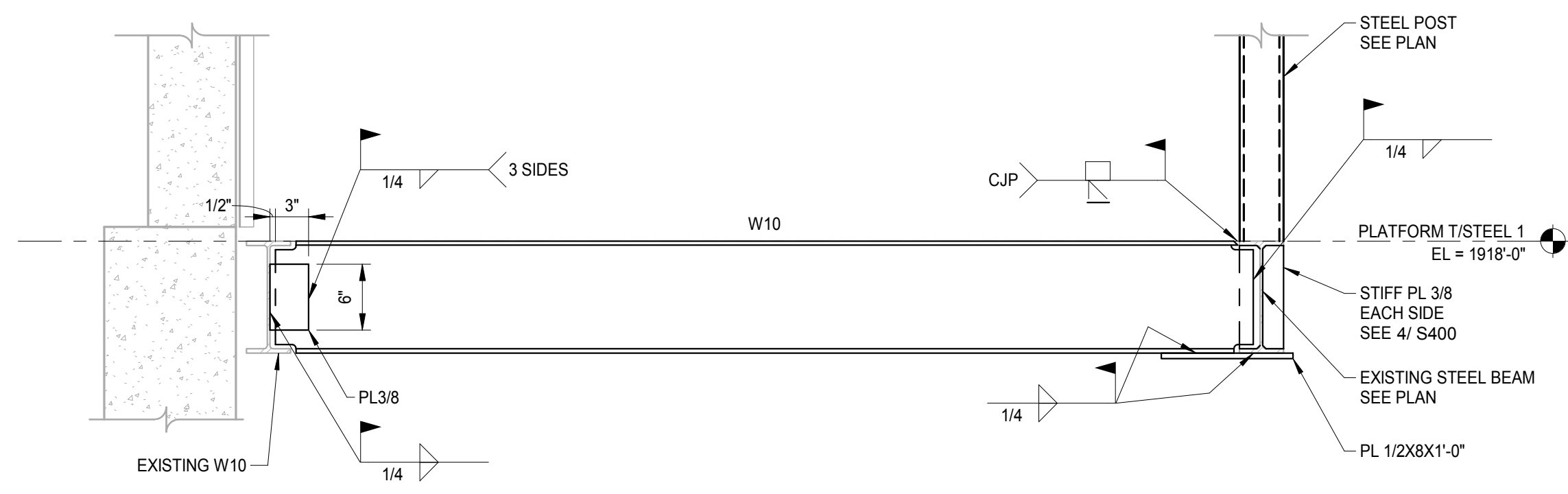
FOUNDATION DETAILS	2025
WEC1 FLY ASH SYSTEM FOUNDATION	
HASTINGS, NE	

drawn by: _____	PMG
checked by: _____	GBL
project no.: _____	024-07087
date: _____	03-13-2025

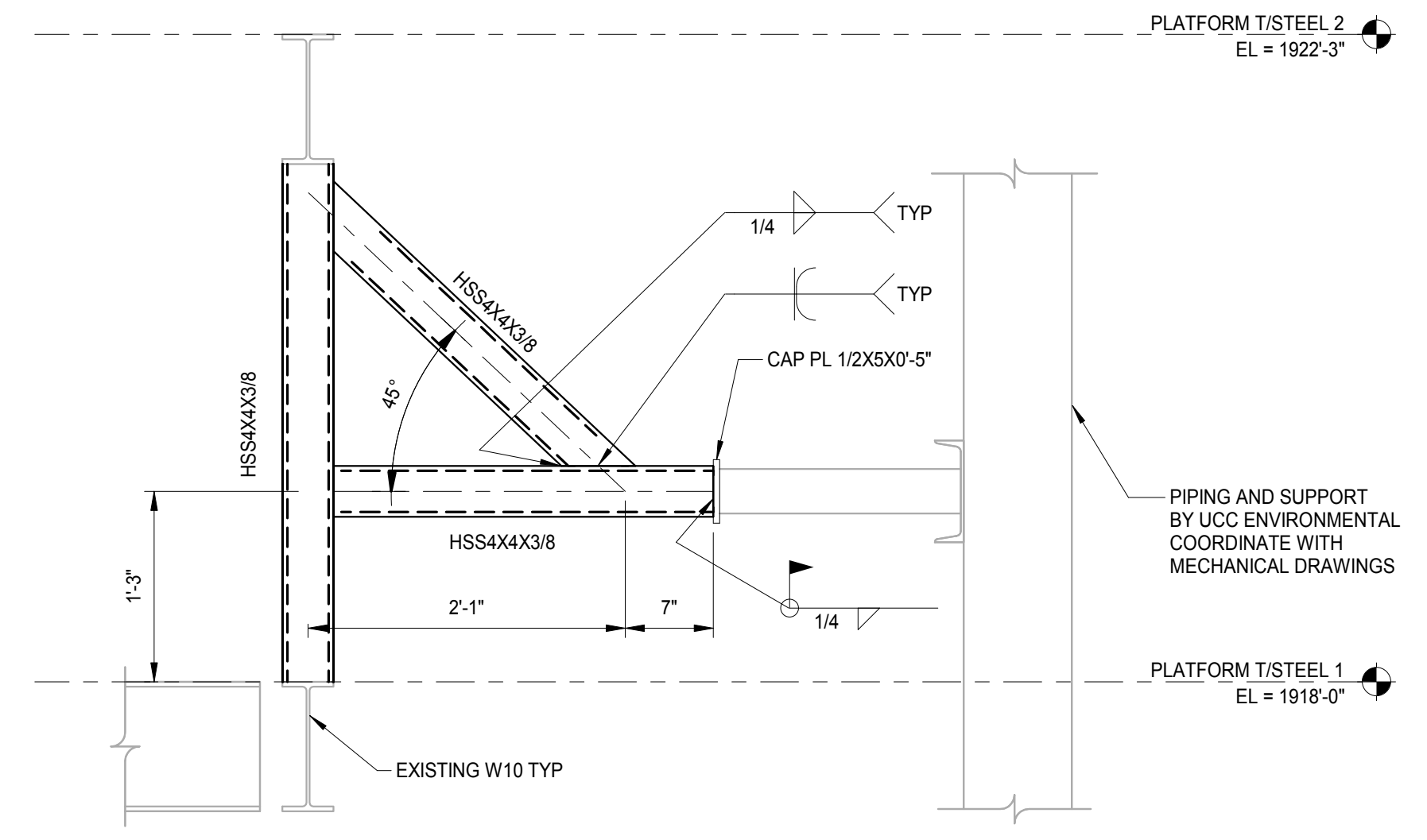
C:\Revit Local Files\S\_Hastings\_NE WEC1 Fly Ash System Foundation\_Central\_024-07087\_R25\_detached\_pmg\_pgregg795kx.rvt  
 3/25/2025 4:46:19 PM



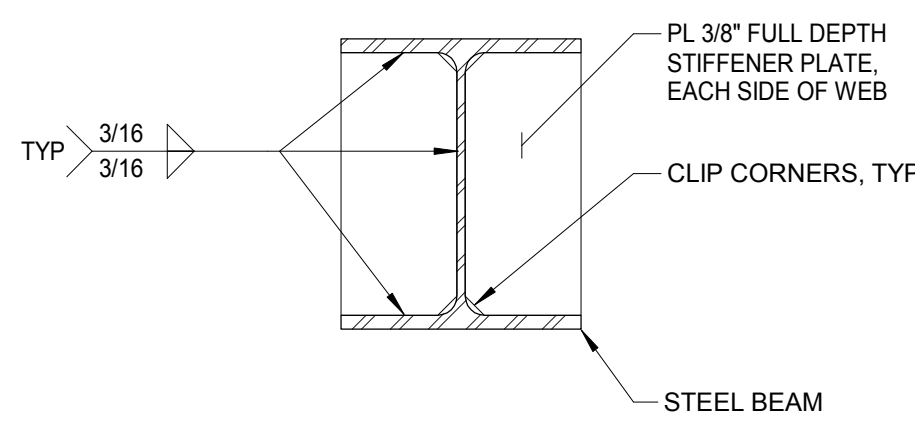
**1** TUBE TO PLATE CONNECTION  
 SCALE: 1" = 1'-0"



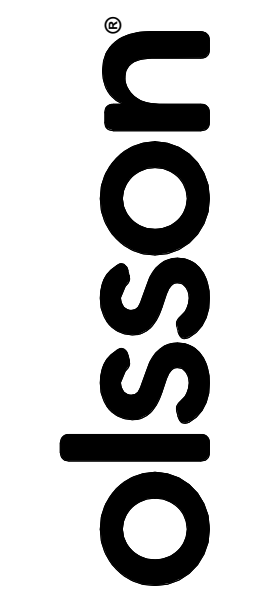
**2** BEAM SECTION  
 SCALE: 1" = 1'-0"



**3** HSS SUPPORT  
 SCALE: 1" = 1'-0"



**4** TYPICAL WEB STIFFENER DETAIL  
 SCALE: 1 1/2" = 1'-0"



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**PRELIMINARY**  
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REV. NO.	DATE	REVISION DESCRIPTION	BY
A	03/25/2025	AUXILIARY STEEL ISSUED FOR REVIEW	PMG

FRAMING DETAILS	2025
	REVISIONS
WEC1 FLY ASH SYSTEM FOUNDATION	
HASTINGS, NE	

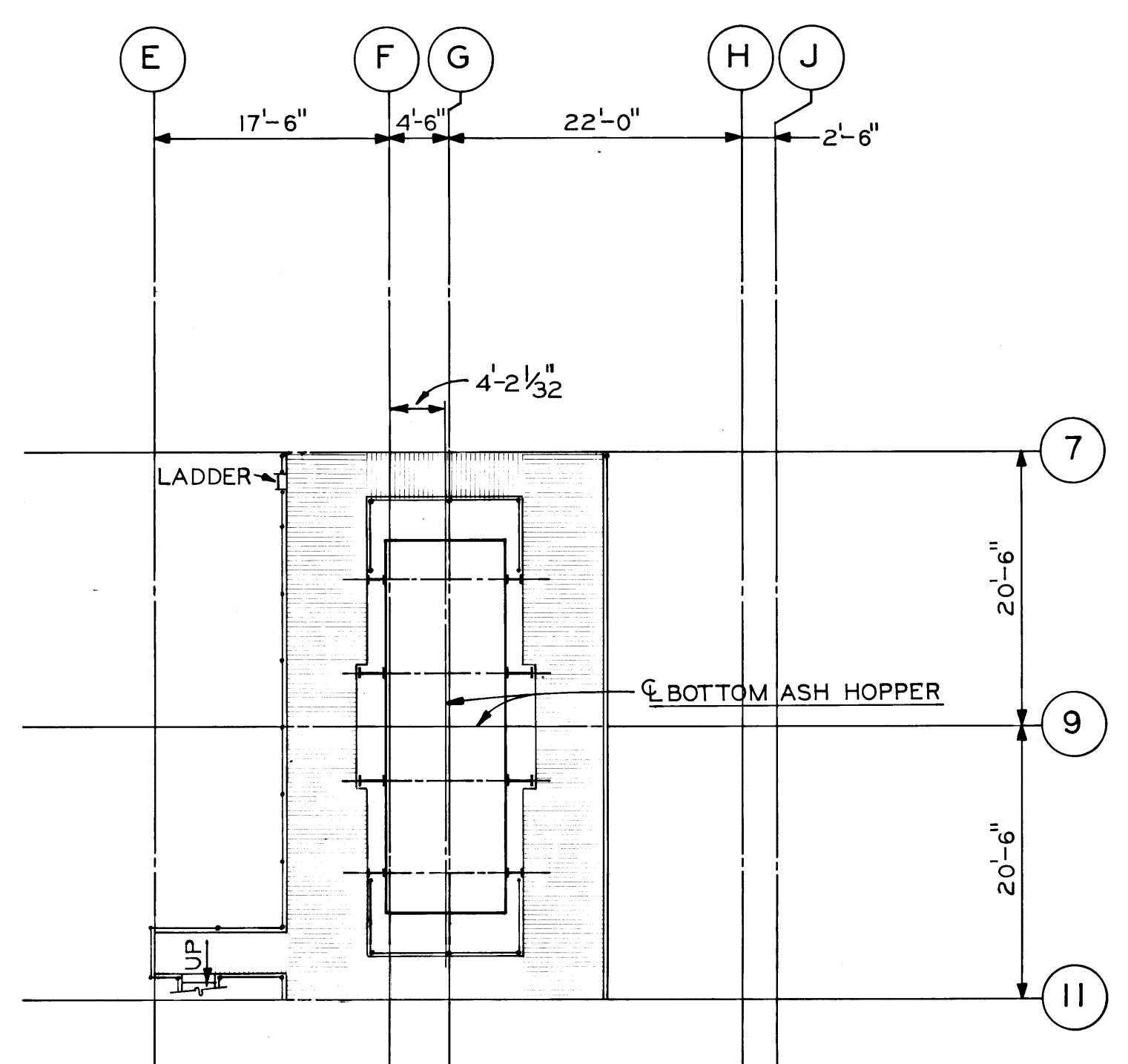
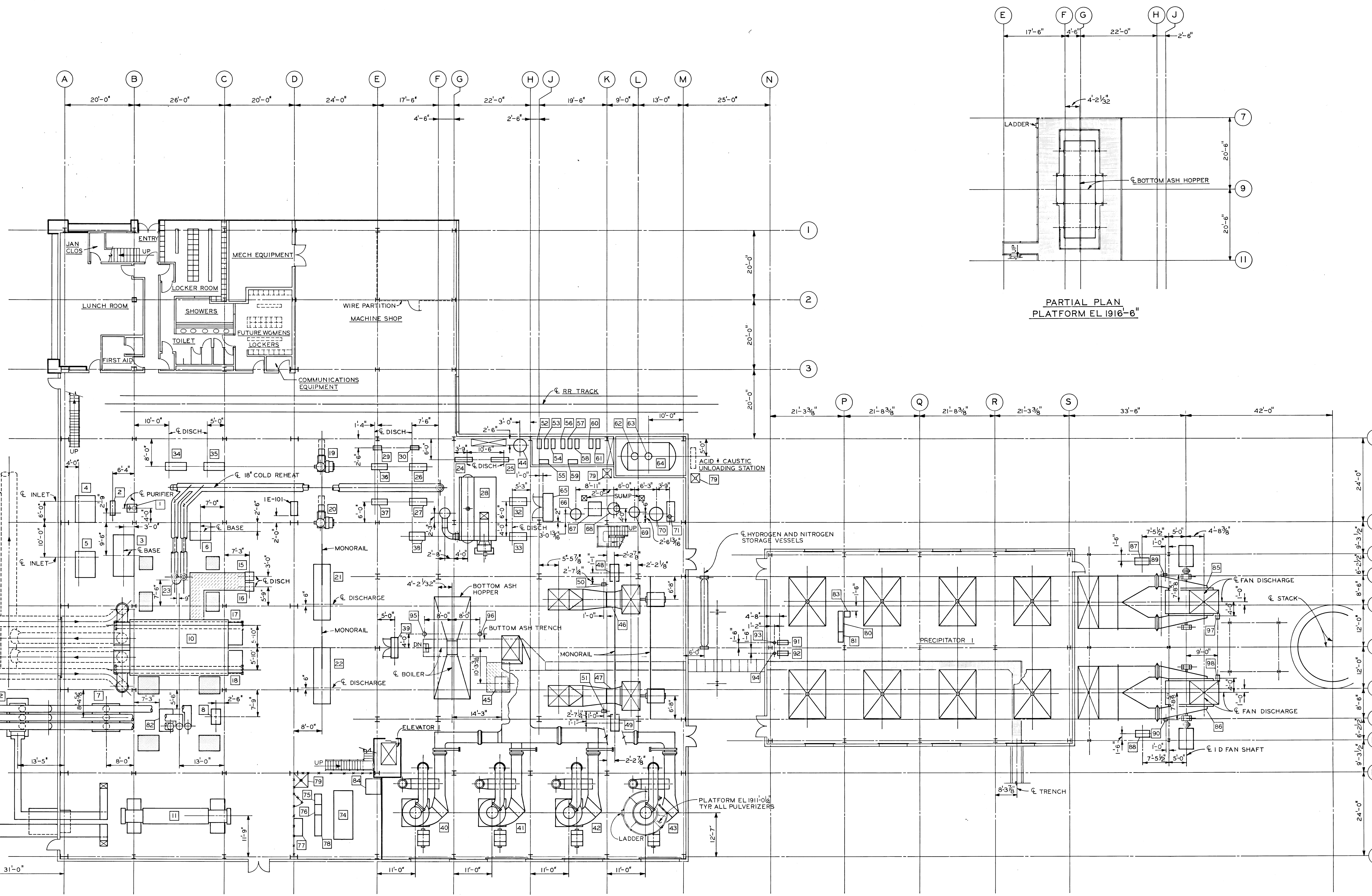
drawn by: \_\_\_\_\_ PMG  
 checked by: \_\_\_\_\_ GBL  
 project no.: 024-07087  
 date: 03-13-2025

**SHEET**  
**S400**



No.	Revision	By	Date
C	REVISED UNDERGROUND UTILITIES	BWM	4/1/25
B	ADDED UNDERGROUND UTILITIES NOT SHOWN INCLUDING STORM DRAIN & WATER LINES.	BWM	1/21/25
A	REVISED SILO TO 25' DIAMETER FIELD BOLTED SILO PER CHANGE ORDER WITH UCC.	BWM	10/31/24

CITY OF HASTINGS ENGINEERING DEPT.		
SCALE: N.T.S.	CONTRACTOR: -	DRN. BY: BWM
DATE: 6/19/24		APPRD. BY: -
<b>WEC1 FLY ASH SILO</b>		
SILO LOCATION AND UNDERGROUND UTILITIES		DRG. NO. PT-327
		Sheet 1 of 1

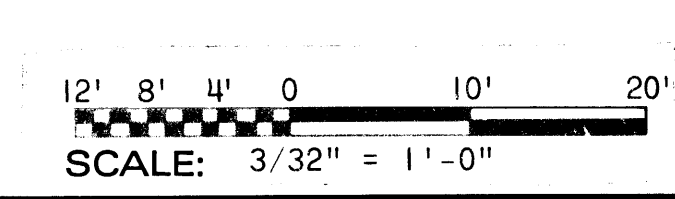
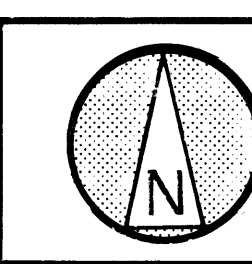


PARTIAL PLAN  
PLATFORM EL 1916'-6"

EQUIP. NO.	EQUIPMENT	LOCATION
1	TURBINE OIL CENTRIFUGE I	B5
2	TURBINE OIL TRANSFER PUMP I	B5
3	TURBINE OIL STORAGE TANK I	B5
4	CONDENSER EXHAUSTER IA	A5
5	CONDENSER EXHAUSTER IB	A5
6	ELECTRO-HYDRAULIC CONTROL UNIT I	C5
7	GENERATOR PT AND SURGE ARRESTER COMPARTMENT I	B10
8	HYDROGEN SEAL OIL UNIT I	C10
9		
10	CONDENSER I	C9
11	480V SECONDARY UNIT SUBSTATION I	B13
12	MAIN AUXILIARY TRANSFORMER I	A10
13	GENERATOR TRANSFORMER I	A10
14	RESERVE AUXILIARY TRANSFORMER I	A13
15	CONDENSATE PUMP IA	C8
16	CONDENSATE PUMP IB	C8
17	AUXILIARY COOLING WATER HEAT EXCHANGER IA	C8
18	AUXILIARY COOLING WATER HEAT EXCHANGER IB	C10
19	AIR COMPRESSOR IA	D4
20	AIR COMPRESSOR IB	D5
21	BOILER FEED PUMP IA	D8
22	BOILER FEED PUMP IB	D10
23	MISCELLANEOUS DRAINS RECEIVER I	B8
24	IGNITOR FUEL OIL PUMP IA	G4
25	IGNITOR FUEL OIL PUMP IB	H4
26	AUXILIARY BOILER MAKEUP WATER PUMP IA	F4
27	AUXILIARY BOILER MAKEUP WATER PUMP IB	F5
28	AUXILIARY BOILER I	G5
29	BEARING WATER BOOSTER PUMP IA	E4
30	BEARING WATER BOOSTER PUMP IB	E4
31		
32	ASH WATER PUMPS IA	H5
33	ASH WATER PUMPS IB	H5
34	AUXILIARY COOLING WATER PUMP IA	C4
35	AUXILIARY COOLING WATER PUMP IB	C4
36	AIR PREHEAT WATER PUMP IA	E4
37	AIR PREHEAT WATER PUMP IB	E5
38	FIRE WATER BOOSTER PUMP I	G4
39	ASH HANDLING PANEL I	E9
40	PULVERIZER IA	G13
41	PULVERIZER IB	H13
42	PULVERIZER IC	K13
43	PULVERIZER ID	M13
44	BOILER BLOWDOWN TANK I	H4
45	MILLS REJECTS HOLDING HOPPER I	H10
46	FORCED DRAFT FAN IA	L7
47	FORCED DRAFT FAN IB	L11
48	FORCED DRAFT FAN OIL UNIT IA	L7
49	FORCED DRAFT FAN OIL UNIT IB	L11
50	FORCED DRAFT FAN BLADE DRIVE UNIT IA	L7
51	FORCED DRAFT FAN BLADE DRIVE UNIT IB	L11
52	AUXILIARY BOILER HYDRAZINE FEED PUMP I	J4
53	HYDRAZINE FEED PUMP IA	J4
54	HYDRAZINE FEED PUMP IB	J4
55	HYDRAZINE FEED TANK I	J4
56	PHOSPHATE FEED PUMP IA	J4
57	PHOSPHATE FEED PUMP IB	J4
58	AUXILIARY BOILER PHOSPHATE FEED PUMP I	J4
59	PHOSPHATE FEED TANK I	J4
60	DEMINERALIZER CAUSTIC REGENERATION PUMP IA	K4
61	DEMINERALIZER CAUSTIC REGENERATION PUMP IB	K4
62	DEMINERALIZER ACID REGENERATION PUMP IA	L4
63	DEMINERALIZER ACID REGENERATION PUMP IB	L4
64	DEMINERALIZER ACID STORAGE TANK I	L4
65	DEMINERALIZER CONTROL PANEL I	J5
66	SECONDARY ANION EXCHANGER I	J5
67	DEGASIFIED WATER TRANSFER PUMPS IA AND IB	K5
68	FORCED DRAFT DEGASIFIER I	K5
69	PRIMARY ANION EXCHANGER I	K5
70	PRIMARY CATION EXCHANGER I	L5
71	POLISHING FILTER I	L5
72		
73	UNIT BATTERY I	E13
74	BATTERY CHARGER IA	D13
75	BATTERY CHARGER IB	D13
76	UNIT INVERTER I	D14
77	D.C. PANEL I	D14
78		
79	SAFETY SHOWER	P8
80	PRECIPITATOR HOPPER HEATER CONTROL PANEL I	P8
81	PRECIPITATOR HOPPER VIBRATOR/LEVEL CONTROL PANEL I	P9
82	NEUTRAL GROUNDING COMPARTMENT	B10
83	MOTOR CONTROL CENTER IE	N10
84	JUNCTION BOX	E13
85	INDUCED DRAFT FAN IA	S8
86	INDUCED DRAFT FAN IB	S10
87	INDUCED DRAFT FAN OIL UNIT IA	S6
88	INDUCED DRAFT FAN OIL UNIT IB	S12
89	INDUCED DRAFT FAN INLET VANE DRIVE UNIT IA	S9
90	INDUCED DRAFT FAN INLET VANE DRIVE UNIT IB	S9
91	PRECIPITATOR ASH FLUIDIZING AIR BLOWER IA	N9
92	PRECIPITATOR ASH FLUIDIZING AIR BLOWER IB	N9
93	PRECIPITATOR ASH FLUIDIZING AIR HEATER IA	N9
94	PRECIPITATOR ASH FLUIDIZING AIR HEATER IB	N9
95	AIR-WATER RESERVOIR IA	F9
96	AIR-WATER RESERVOIR IB	G9
97	INDUCED DRAFT FAN OUTLET DAMPER DRIVE UNIT IA	S8
98	INDUCED DRAFT FAN OUTLET DAMPER DRIVE UNIT IB	S12

NO.	DATE	BY	DESCRIPTION
1	9-15-81		CONFORMED TO CONSTRUCTION RECORDS
2	11-1-79		GENERAL REVISIONS
3	13-24-79		REVISED AS CIRCLED
4	13-21-79		ISSUE FOR CONSTRUCTION

NO.	DATE	BY	DESCRIPTION
1	12-23-79		INFORMATION SPEC. 72.0000
2	2-9-79		ISSUED FOR BID, SPEC. 73.0000
3	12-15-78		BID 72.0000
4	11-17-78		ISSUED FOR BID SPEC. 71.0000



I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NEBRASKA.  
 SIGNED: [Signature]  
 DATE: 3-21-79 REG. NO. E-2965

**BLACK & VEATCH**  
 CONSULTING ENGINEERS  
 PROJECT 7677

**CITY OF HASTINGS, NEBRASKA**  
**HASTINGS ENERGY CENTER UNIT 1**  
 PLANT ARRANGEMENT  
 GROUND FLOOR EL 1902'-0"

REV. 7  
 A1001

# **APPENDIX B – SITE PICTURES**

FOR

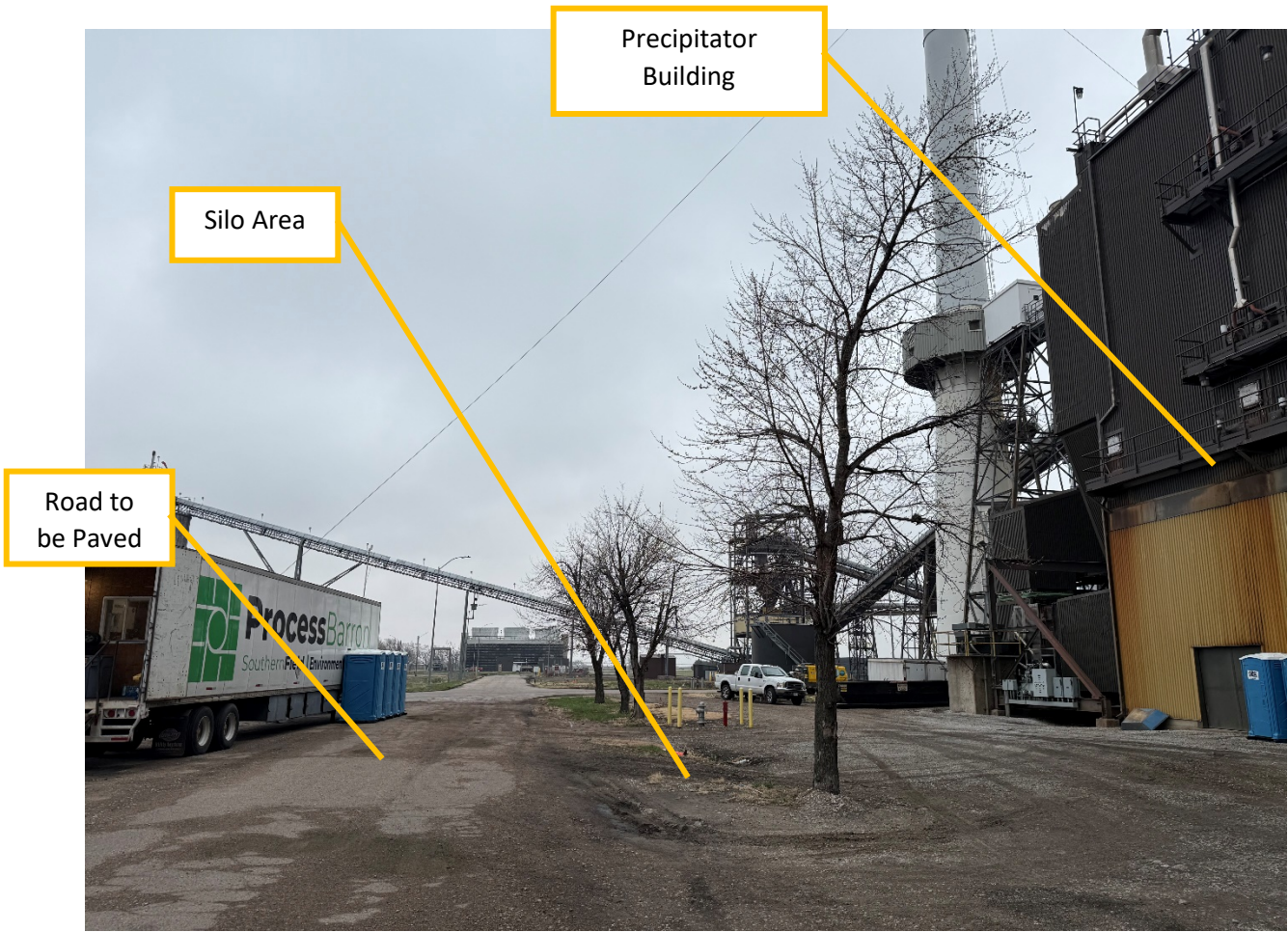
CONTRACT NO. HU 2025-57

FLY ASH SILO

FOUNDATIONS AND PAVING

WHELAN ENERGY CENTER, UNIT I

CITY OF HASTINGS



**Silo construction area, looking East.**



Pipe Support  
Spread Footing.

**Area between Precipitator building and Unit 1 Boiler building, looking South.**



Pipe Support  
Spread Footing.

**Area between Precipitator building and Unit 1 Boiler building, looking North.**