



Utilities Department

Bid Opening Date/Time

Thursday, August 15, 2024 at 2:00 p.m.

City of Grand Island, City Hall
100 East 1st Street - PO Box 1968
Grand Island, Nebraska 68802-1968

Platte Generating Station Fly Ash Purchase 2024 - 2027

Contact Information

Tylor Robinson, Power Plant Manager-Production
City of Grand Island, Utilities Department
Platte Generating Station
(308) 385-5495
trobinson@giud.com

**ADVERTISEMENT TO BIDDERS
FOR
PLATTE GENERATING STATION FLY ASH PURCHASE
FROM UTILITIES DEPARTMENT
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be received for Fly Ash Purchase from the Platte Generating Station at the office of the **City Clerk**, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska, 68802, until **2:00 p.m., (local time)** on **Thursday, August 15th, 2024**. Bids will be publicly opened at this time in the City Clerk's office, located on the first floor of City Hall. **Submit an original and two copies, if submitting by mail.** The bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals – Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a \$42.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. Bids received after the specified time will not be considered.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

Advertised

Jill Granere
City Clerk

All bids must be submitted on this form

**Fly Ash Purchase – Platte Generating Station
October 1, 2024 – September 30, 2027**

THE CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

The undersigned, being familiar with the attached Contract Documents, which are as follows: Advertisement to Bidders, Instructions to Bidders, Contract Detailed Specifications, and Contract Agreement, all of which Contract Documents are made a part hereof, hereby proposes, in compliance with said Contract Documents, to furnish all labor, equipment, materials, drayage, tools, supervision, etc., and to complete said work at the following firm prices:

TIME OF CONTRACT: Services pursuant to this Contract shall begin **October 1, 2024** and end **September 30, 2027**.

BID PRICE: The bidder shall complete the work as stated in these “Specifications for Platte Generating Station Fly Ash Purchase,” for:

ASTM C618 CLASS C FLY ASH PRODUCED: the Contractor shall pay the City the firm price per equivalent dry ton of:

_____ Dollars (\$_____)
(Price in Words) (Price in figures)

THE CONTRACTOR AGREES THAT IT is in the best interests of the City to have the Contractor remove all fly ash from the Platte Generating Station site and to utilize on-site disposal only for unusable ash, due to the fact that the City has limited on-site disposal facilities and incurs ongoing, non-recoverable expenses as a result of on-site disposal. Therefore, the Contractor may utilize on-site disposal of fly ash at Platte Generating Station only for unusable ash and with the permission of the Utilities Director or Power Plant Manager in charge of Platte Generating Station and for good cause shown.

FAILURE OF THE CONTRACTOR TO REMOVE 100% of the useable fly ash from the fly ash storage silo at Platte Generating Station during the Contract term shall be reason to terminate the Contract at the sole discretion of the City.

BASE BID: The bidder is expected to base its bid on work which complies fully with the specifications. In the event the bidder names items which do not conform, the bidder will be responsible for furnishing work which fully conforms at no change in the bid price.

EXCEPTIONS TO SPECIFICATIONS: The purpose of the attached Contract specifications is to give detailed data on the work associated with the Contract, scope of Contract, quality of work, materials and equipment required, standards used in determining its acceptability and similar data. Each bidder shall carefully check all

requirements herein set forth and shall offer equipment and work which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein their services do not meet these specifications. Such exceptions as are made shall be listed by page number in the following blanks. Exceptions shall be explained in detail in a letter accompanying the bid. Reference shall not be made to the bidder's bid for exceptions and supplementary terms. Failure to outline such exceptions will require the successful bidder to comply with these specifications.

Exceptions to specifications, pages _____

SUBMISSION OF BIDS: All bids shall be submitted on the forms hereto attached which shall remain bound as the complete Contract Documents as originally issued. Copies of addenda, if any, shall be signed and submitted with the bid. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copies of this specification.

Each bid shall be plainly headed with the name of the bidder, bidder's address, and telephone number. The envelope containing the bid shall be sealed and plainly marked, "BID FOR PLATTE GENERATING STATION FLY ASH PURCHASE."

ALTERNATE BIDS: It is the desire of the City that the bidder base its bid price for this Contract on the written specifications. If an unsolicited alternate bid or bids are submitted by a bidder, the bidder shall first submit a Proposal price as above described and then describe the alternate bid. Failure to do so will be reason for not extending any consideration to alternate bids.

BID DATA: Bidders shall submit an original and two copies if submitting by mail. Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCND website www.QuestCND.com for a \$42.00 fee. Submitting through QuestCDN requires on original document of the bid to be uploaded. Bids received after the specified time will not be considered.

Each bidder shall submit with its bid detailed information demonstrating ability to do the work required in this contract, including available equipment, available labor, material handling, experience, marketing ability, past ash sales volumes, etc.

Bidders shall submit with their bids a detailed description of the transport truck which will be utilized to transport the fly ash off-site for sale and on-site for disposal.

SELECTION OF BID: The undersigned understands and agrees that the City has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such Proposal as it deems to its best interest whether the price is the best or not.

It is the intent of the City that 100% of the useable fly ash be taken from the Platte Generating Station site and be put to beneficial use.

OFF SPEC FLY ASH: If at any time the Contractor believes the fly ash created by Platte Generating Station does not meet the specifications of ASTM C618 Class C the test shall be confirmed by a third-party laboratory. If at any time the fly ash is found by a third-party laboratory to be out of compliance with ASTM C618 Class C fly ash, the Contractor shall be responsible for marketing the fly ash to possible alternative uses. All possible alternative uses shall be in accordance with applicable laws and regulations. All off spec fly ash that is suitable for accepted alternative uses shall be transported off site at no expense to the City. If at any point in the Contract duration, more than 10% of the fly ash transported off site does not meet ASTM C618 Class C fly ash either party shall have the right to terminate the Contract.

UNUSABLE FLY ASH: If the fly ash is rendered unusable by the Plant Manager (e.g. it got wet, or City's combustion equipment malfunctions) through no fault of the Contractor, its employees or agents, and must be disposed of in the on-site storage area, the City will pay the Contractor \$.10/equivalent dry ton for transportation from the Fly Ash Storage Silo to the facilities designated on-site ground storage area. "Unuseable" as stated in these specifications shall pertain only to the chemical and physical properties required for normal use and sales. Alternative normal use shall include soil stabilization, ice control, flowable fill, and alternative uses recognized by the American Coal Ash Association.

STATE REGULATIONS – TITLE 132: If fly ash received by a buyer for the purpose of beneficial use (recyclable material) was stored at a location outside of a building, then the buyer must meet the speculative accumulation requirements of Title 132 Chapter 2, Section 002.011. If they do not move 75% of the recyclable material in two (2) calendar years, they would need a permit for a fossil fuel combustion ash landfill under Title 132. The recycled material must not contain greater than 10% of material needing to be disposed because of contaminants not suitable for beneficial use. If, however, the fly ash (recyclable material) is stored in a building, then it would be exempt from permitting requirements.

Bidder Company Name Date

Company Address City State Zip Code

Print Name of Person Completing Bid Signature

Email Telephone

THE SUCCESSFUL BIDDER SHALL ENTER CONTRACT and provide the required Performance Bond within 15 days after notification of award.

FINANCIAL STATEMENT: The bidder shall furnish with the bid, the firm's most current annual report. Upon request by the City, a complete financial statement signed by the bidder, if an individual, by all partners if the bidder is a partnership, or by the president or secretary if the bidder is a corporation, shall be furnished.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder may be considered qualified if the firm is experienced in the type of work specified herein and has successfully provided similar services of equal or greater size within the last five (5) years. Each bidder shall submit with its bid a written list of a minimum of three (3) and a maximum of five (5) similar scopes of service. The list should state quantity of ash purchased, and other pertinent conditions. Each bidder shall furnish evidence as to ability to finance these services, and to furnish the necessary materials and equipment for the work. A letter from a bank or independent Accountant stating the ability to finance the services based on the quoted price and quantity of fly ash that shall be produced. Each bidder shall furnish the City the information requested above, information requested in the bid section of these specifications, and any additional information that the City may request during the evaluation of bids. The City will evaluate the bids based upon this information.

In determining the bidder's qualifications, the following factors will be considered: experience of the bidder in the type of work specified herein, sales and marketing experience of the bidder, appropriate technical experience, financial resources to meet all of the obligations incidental to this work, and permanent place of business.

The City reserves the right to reject any bidder who does not pass the bidder qualification evaluation to the City's satisfaction. Bidders who provide false or misleading information shall be disqualified. The City reserves the right to disqualify any or all bidders and to waive informalities.

EXPERIENCE DATA: Each bidder shall supply the following data on their experience:

<u>System Owner</u>	<u>System Location</u>	<u>Tonnage Fly Ash Sold</u>	<u>Tonnage Fly Ash Landfilled</u>	<u>Date of Completion</u>

Additional Data _____

SITE CONDITIONS: Bidders shall visit the site in order to inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the existing facilities, the obstacles which may be encountered, the sequence of the work, and all other relevant matters concerning the work to be performed. No extra compensation shall be allowed by reason of the failure of such bidder to fully

inform themselves of said site conditions prior to the bidding. The Contractor shall employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with the City's operations and any other contractors.

A site visit may be arranged by contacting Tylor Robinson at (308) 385-5495.

Signature of person visiting site: _____

Signature of Utilities' personnel witnessing visit: _____

Date of visit: _____

IF ADDITIONAL INFORMATION is required from the City of Grand Island, Nebraska, please contact:

Tylor Robinson, Power Plant Manager-Production
City of Grand Island, Utilities Department
Platte Generating Station
1035 W. Wildwood Drive
Grand Island, NE 68801
Telephone: (308) 385-5495
Email: trobinson@giud.com

REQUEST FOR INTERPRETATION: If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the Contract Documents, a written request for an interpretation thereof may be submitted to the City. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. Any addenda shall be signed and submitted with the bid and upon closing shall become a part of the Contract. The City will not be responsible for any other explanation or interpretation of the Contract Documents.

CERTIFICATE OF AUTHORITY: In accordance with the laws of the State of Nebraska, when a nonresident contractor enters into agreement with the City to provide such services as outlined in these specifications, the contractor shall secure a Certificate of Authority to transact business within the State of Nebraska. A certified copy of such Certificate of Authority shall be provided by this contractor to the City prior to performing any work under this Contract.

TIME OF CONTRACT: It is the intention that the **City Council will award this Contract on Tuesday, August 27th, 2024**, and the Contractor shall begin removal of fly ash on **October 1, 2024**. The Contractor shall immediately obtain after award of the Contract and submit to the City proof of carriage of all required insurance, the signed Contract documents and the required bond, prior to **September 15, 2024**. Services pursuant to this Contract shall be continuous for a three (3) year period and end **September 30, 2027**.

INSURANCE COVERAGE: The Contractor shall purchase and maintain at Contractor's expense as a minimum insurance coverage of such types and in such amounts as are specified to protect the Contractor and the interest of the City and others from claims which may arise out of or result from Contractor's operations under these Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone acting under the direction of the Contractor may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.

PERFORMANCE BOND: On award of the Contract, the Contractor shall furnish a Performance Bond which shall be in the amount of 11,000 tons at the bid price, guaranteeing faithful compliance with all requirements of the Contract Documents, complete fulfillment of the Contract, and payment of all labor, material and other bills incurred in carrying out this Contract. According to Nebraska Revised Statutes §44-344, a Nebraska Resident Agent must sign the Performance Bond.

**DETAILED SPECIFICATIONS
FOR
PLATTE GENERATING STATION
FLY ASH PURCHASE**

GENERAL: Fly ash is a by-product of the combustion of coal to generate electricity at Grand Island's Platte Generating Station. The Station is located south of the City of Grand Island in Hall County, Nebraska.

All usable fly ash resulting from the burning of coal at the Platte Generating Station shall be removed from the site by the purchasing Contractor.

The Contractor shall assume full responsibility for removing fly ash from the Platte Generating Station fly ash storage silo as frequently as required to assure continuous operation of the fly ash systems and to maintain the fly ash silo in a less than two-thirds full condition. This Contractor shall have all equipment in place and begin removing fly ash from the existing storage silo beginning **October 1, 2024.**

The Contractor shall purchase, at the bid price, all ASTM C618 Class C fly ash produced by boiler operations at Platte Generating Station. ASTM C618 Class C fly ash shall be determined by ASTM C618, Class C specification. Sampling and testing of the Fly Ash will be the Contractor's responsibility. In the event of an off spec sample, the results shall be confirmed by an agreed upon third party laboratory. The Contractor will be allowed access to sample the fly ash at any time.

The Contractor shall conduct ash removal operations so as to comply with all Federal, State and Local environmental laws, rules and regulations.

The City makes no representations or warranties with respect to the quantity, quality, condition or fitness for use of any ash removed under this Agreement, and expressly disclaims any and all warranties whether express or implied.

INTENT OF THE CONTRACT: It is the intent of the Contract to describe the functionally complete services, titled "Platte Generating Station Fly Ash Purchase" to be provided. Labor, materials, equipment and design inferred from the specifications as being required to produce the intended results shall be supplied, whether or not specifically called for in the specifications.

The Contractor shall pay the lump sum price named in these specifications for ASTM C618 Class C fly ash that shall include the furnishing of all labor, materials, equipment, transportation costs, equipment rental, storage, etc., necessary to provide the services in accordance with these specifications. It shall include all labor and material necessary to protect and replace in its original condition or better, all facilities at the Platte Generating Station site that are damaged by the activities of this Contractor.

SCOPE OF CONTRACT: This Contract shall include furnishing all material, transportation costs, storage, equipment, labor and tools necessary to provide the services in accordance with the specifications.

This Contract shall be for a three (3) year period during which time the Contractor shall assume full responsibility for maintaining the fly ash storage silo in a less than two-thirds full condition, unless written permission is granted by the Platte Generating Station Plant Manager. Fly ash shall be removed from the storage silo by the Contractor.

Contractor shall provide weigh tickets and a full accounting of all ash purchased and any unusable ash placed in the on-site storage area.

The Contractor shall not use ash from the site for other than legitimate, "normally done" use. All uses shall be in conformance with State and Local law and environmental regulations. The Contractor shall not landfill ash in any location other than the on-site storage area.

SAFETY PRECAUTIONS: The Contractor shall be responsible for all necessary safety precautions.

INTERFERENCE: All work by the Contractor shall not in any way interfere with the operation of the Platte Generating Station. The Contractor shall confine its activities to the fly ash storage silo, associated roads, ash pond, and access road to the ash pond.

ASH ACCUMULATIONS: Historical fly ash production is approximately 11,000 tons per year.

The City does not in any way guarantee the aforementioned quantities of fly ash to the Contractor. It is expressly understood that this value represents the best estimate of the City at this date. Outages of the plant, purchases and sales of power from and to other utilities, change in fuel supply, and other cost factors may be cause for large variations from the projected ash production estimates.

FLY ASH SYSTEM: Fly ash is pneumatically transported from twelve precipitator hoppers and from four economizer hoppers through a common header to a single fly ash storage silo. This silo is located on the west side of the Platte Generating Station boiler and has sufficient storage for 18,653 ft³ (560 tons) of fly ash. This is the estimated accumulation of fly ash for 140 hours of operation at full load. It is anticipated that approximately 5% of the fly ash will consist of fly ash from the economizer hoppers.

Removal of fly ash from the fly ash silo shall be made into a closed bed type truck to be provided by the Contractor. Any on-site fly ash disposal shall be done in a dust-controlled manner acceptable to the City and in accordance with all federal and state environmental regulations regarding fugitive dust. The City will be sole judge of dust-control acceptability.

ASH HANDLING EQUIPMENT: The City is responsible for maintenance and operation of the ash handling system. Fly ash shall normally be removed by the Contractor between the hours of 6:00 a.m. and 9:30 p.m. seven days per week as required to

maintain the fly ash silo in less than two-thirds full condition. In the event of ash handling equipment breakdown or for other reasons as required by the City, it may be necessary for the Contractor to operate at any hour of the day.

Contractor personnel shall operate the ash silo unloading equipment to fill their trucks after receiving appropriate instructions and proper training from the City. The Contractor shall notify the City prior to operating the ash unloading equipment so that the City may witness the unloading operation. Contractor personnel shall be responsible for cleaning up all spilled ash which occurs as a result of Contractor's activities.

The Contractor shall give its personal attention to the work at all times and shall have a duly authorized representative on the site continuously during all loading and disposal operations to receive directions or instructions. Any instructions or directions given to the representative of the Contractor shall be considered the same as though given to principal of the Contractor. The Contractor shall supervise and direct the work efficiently with skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures used.

TONNAGE OF ASH HANDLED – MEASUREMENT: Approximately ten (10) days after the end of each month, the Contractor shall provide to the City weigh scale tickets from a valid certified scale which indicate the number of tons of ash removed from the fly ash silo during that month.

The City does not have certified weighing facilities for trucks at the Platte Generating Station.

The City owns an onsite scale for the purpose of producing weigh scale tickets. The City does not guarantee the accuracy or availability of the scale. The City will allow the Contractor to use the scale to weigh trucks hauling fly ash produced by Platte Generating Station. The Contractor will be allowed to repair or certify the scale at Platte Generating Station at the Contractor's expense with written approval from the Plant Manager. All scale repairs and calibrations must be made by a qualified contractor specializing in Industrial Scales.

SUBCONTRACTING: No part of the work covered by this Contract shall be sublet or assigned by the Contractor without the prior written approval of the City.

The Contractor shall not be relieved of its obligations under this Contract by subletting or assignment even with the City's approval. The Contractor shall, at the written request of the City, terminate assignments and subcontracts should the subcontractor or assignee fail to perform, in the opinion of the City, the work in accordance with the requirements of these specifications.

LEGAL REQUIREMENTS: The Contractor shall do all work in such a manner as to comply with all City Ordinances, and laws of the City, County, State and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

PAYMENTS BY CONTRACTOR: The City shall invoice the Contractor monthly and payment terms are net 30 days from the date of the invoice. The Contractor agrees to pay the City a finance charge equal to the New York prime rate published in the Wall Street Journal Daily for all invoices more than 30 days old. The Contractor's account with the City in connection with the Contract, including invoices and finance charges, shall be paid in full and cleared at least once annually on October 31 of each year during the term of the Contract.

**MINIMUM INSURANCE REQUIREMENTS
City of Grand Island, Nebraska**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. Workers Compensation and Employer's Liability

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this service might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident \$100,000 each employee

2. Business Automobile Liability

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit
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3. Comprehensive General Liability

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate
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4. Umbrella Liability Insurance

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and

commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. Additional Requirements

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the “endeavor to” wording often shown on certificate forms). If the Bidder cannot have the “endeavor to” language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**

SECTION D
PLATTE GENERATING STATION
FLY ASH PURCHASE 2024 - 2027

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the CITY OF GRAND ISLAND, NEBRASKA a municipal corporation under the laws of the State of Nebraska acting through their Council and hereinafter termed the "City" and _____ of _____, in the State of _____, hereinafter termed the "Contractor,"

WITNESSETH:

THAT WHEREAS: The City has caused to be prepared specifications and other Contract Documents for the work herein described, and has approved and adopted said Contract Documents and has caused to be published an advertisement inviting sealed proposals for Platte Generating Station Fly Ash Purchase.

Specified herein, in accordance with the terms of the Contract; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the City has publicly opened, examined, and canvassed the Proposals submitted in response to the published invitation therefor and, as a result of said canvass has determined and declared the aforesaid Contractor to be the best bidder for:

Platte Generating Station Fly Ash Purchase

and has duly awarded to the said Contractor a contract therefor, as stated more in detail in the Contract Documents, to wit: Advertisement to Bidders, Instructions to Bidders, Bid, Contract Detailed Specifications, and Contract Agreement all of which documents are attached hereto and made a part of this Contract, for the prices and amounts hereinafter set forth.

NOW THEREFORE: In consideration of the compensation to be paid to the City by the Contractor, and of the mutual agreements herein contained, the Parties of these presents have agreed and hereby agree, the City for itself and its successors and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators as follows:

ARTICLE I: That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services and facilities; (b)

furnish all materials, supplies and equipment specified; (c) provide and perform all necessary labor; and (d) in good substantial and workmanlike manner and in accordance with the provisions of this Contract Document, execute and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of Items and subitems of the bid as follows:

TIME OF CONTRACT: Services pursuant to this Contract shall begin October 1, 2024 and end September 30, 2027.

ARTICLE II: That the Contractor shall pay to the City for ASTM C618, Class C fly ash, and the City will accept as full compensation therefor, the sum of:

_____ **dollars and** _____ **cents per ton** (\$ _____ . _____ **per ton**)

payment thereof to be made in the manner provided in the Contract Specifications.

ARTICLE III: Any and all suits for any and every breach of this Contract may be instituted and maintained in any court of competent jurisdiction in the County of Hall, State of Nebraska.

Any action at law, suit in equity or judicial proceedings for the enforcement of this Contract or any provision thereof shall be instituted only in the courts of the State of Nebraska.

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of Nebraska, both as to interpretation and performance.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the City, the Engineer, or any employee, director or agent of either of them, from and against all claims, damages, losses and expenses including attorneys' fees arising from deaths or accidents or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, attributable to the Contractor, or its subcontractors, in the work contemplated and done under this Contract, and to indemnify and hold harmless the City, the Engineer, or any employee, director or agent of either of them, from and against all claims, damages, losses and expenses including attorneys fees, decrees or judgments whatsoever arising from any and all injuries, including death or damages or destruction of property resulting to any third person or persons, corporations, partnerships or associations caused by any act, omission, failure or neglect of the Contractor, its subcontractors or agents, servants and employees, or other persons under its supervision or direction in the performance of any work under the terms of this Contract.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable for or by the Contractor or any subcontractor, manufacturer or supplier under Workmen's Compensation Acts, disability benefit acts, or other employee benefit acts.

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 GRAND ISLAND
GRAND ISLAND, NEBRASKA**
Party of the First Part

CONTRACTOR
Party of the Second Part

By _____

Title _____

By _____

ATTEST:

Title _____

City Clerk

Approved as to form:

Stacy R. Nonhof,
Assistant City Attorney