

**SECTION D**  
**PLATTE GENERATING STATION**  
**FLY ASH PURCHASE 2024 - 2027**

**CONTRACT**

**THIS AGREEMENT**, made and entered into this 27th day of August, 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 NEBRASKA ASH COMPANY of LINCOLN, in the State of Nebraska, 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:

Thirty-Two dollars and Fifty cents per ton ( \$ 32.50 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

By *Roger S. Steele*  
Title Mayor

ATTEST:

*Jui Granere*  
City Clerk

Approved as to form:

*Stacy R. Nonhof*  
Stacy R. Nonhof,  
Assistant City Attorney

NEBRASKA ASH COMPANY  
**CONTRACTOR**  
Party of the Second Part

*Dale Kisting*  
Signature  
By Dale Kisting  
Print  
Title President