

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **FOX CONSTRUCTION**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND**, hereinafter called the Owner.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the Owner has caused contract documents **THE CHOCOLATE BAR – BANQUET HALL** to be prepared and an advertisement calling for bids to be published for and;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/her, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Owner's Specification for this project.
3. Fox Construction bid signed and dated September 8, 2015

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the Owner, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract documents as listed in the attached General Specifications, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid;

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **ONE HUNDRED AND FIFTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$151,700)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.


ARTICLE IV. The Contractor hereby agrees to act as agent for the Owner in purchasing materials and supplies for the Owner for this project. The Owner shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the Owner. The vendor shall make demand or claim for payment of the purchase price from the Owner by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the Owner directly from the vendor. Regardless of the method of payment, title shall vest immediately in the Owner. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the Owner. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the THE CHOCOLATE BAR – BANQUET HALL.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. The Chocolate Bar, and complete the work on or before **December 4, 2015**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the Owner upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the Owner 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. Proof of this eligibility shall be presented to the Owner. The Contractor and all subcontractors are required to obtain a DUNS number and have active registration status in the System for Award Management (SAM.)

ARTICLE VII. Gratuities and kickbacks: Owner Code states that it is unethical for any person to offer, give, or agree to give any Owner employee or former Owner employee, or for any Owner employee or former Owner employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity. Owner in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

FOX CONSTRUCTION

By 


Date 9/21/2015

Title OWNER


CITY OF GRAND ISLAND

By 
Jeremy L. Jensen, Mayor

Date 9/23/2015

Attest: 

The Contract is in due form according to law and hereby approved.


Attorney for the Owner

Date 9/23/15