

SECTION D

**CONTRACT**

**THIS AGREEMENT**, made and entered into this 9th day of August, 2016, 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 lowest and/or 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:

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

**Sixteen dollars and 50 cents per ton ( \$16.50 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.

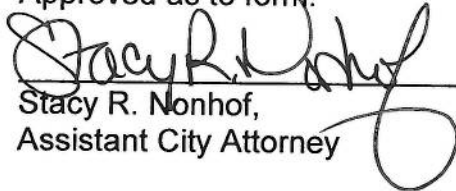
**IN WITNESS WHEREOF:** The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

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

By 

Title Mayor 7/28/2016

Approved as to form:

  
Stacy R. Nonhof,  
Assistant City Attorney

ATTEST:

  
City Clerk

**CONTRACTOR**

Party of the Second Part

Nebraska Ash Co

By 

Title President

ATTEST:



Title Secretary