

## STANDARD CONTRACT BETWEEN CONTRACTOR AND OWNER

Job # 17GP021

1. **AGREEMENT.** This Agreement is made effective as of the 2<sup>nd</sup> day of May in the year 2017 by and between:

**GENERAL CONTRACTOR**

Chief Construction Company (hereinafter "Chief")  
3935 Westgate Road  
P.O. Box 2078  
Grand Island, NE 68803

and

**OWNER**

City of Grand Island, Nebraska  
100 E. First St.  
Grand Island, NE 68801

for services in connection with the following project:

**PROJECT**

Vehicle Storage Facility 2017-VS-1  
315 N. Jefferson St.  
Grand Island, NE 68801

Chief and Owner agree as set forth below.

2. **THE WORK.** Chief shall furnish all labor, materials, equipment, services, transportation, construction administration, and management services necessary to complete the Work described in Exhibit A (the "Work"). Chief shall use its best efforts to perform the Work in an expeditious manner consistent with the Contract Documents.
3. **CONTRACT PRICE.** As provided in Article 8 below, Owner shall pay Chief, on a lump sum basis, the Contract Price of Three Hundred Seventy Two Thousand Six Hundred Thirteen Dollars (\$372,613.00), subject to adjustment in accordance with the provisions of Article 9 below.
4. **RETAINAGE:** Chief will withhold 5% retainage on each invoice. Retainage will be billed out upon final inspection.
5. **PROJECT COMMENCEMENT.** Prior to Project commencement, Owner shall provide Chief a written notice to proceed. Notwithstanding any other provision herein, Chief shall not be obligated to commence Work until receipt of said notice.
6. **CHIEF'S RESPONSIBILITIES.** Chief shall be responsible for supervision and coordination of the Work, including construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents provide other specific instructions. In addition to such other obligations as may be provided elsewhere in this Agreement, Chief agrees that it shall be obligated as follows:
  - 6.1. **Review of Information.** In order to facilitate its responsibilities for completion of the Work in accordance with the Contract Documents, prior to commencing the Work, Chief shall: (a) examine and compare the Contract Documents with information furnished by Owner pursuant to section 6.2; (b) make relevant field measurements; (c) examine the Work site for obvious visible conditions affecting the Work.
  - 6.2. **Coordination.** In the event that Owner elects to perform work at the Work site, directly or by others retained by Owner, Chief and Owner shall coordinate the activities of all forces at the Work site and agree upon fair and reasonable schedules and operational procedures for Work site activities. Owner shall require each separate contractor to cooperate with Chief and assist with the coordination of activities and the review of construction schedules and operations. In the event that Owner elects to perform any work at the Work site, Owner shall be solely responsible for all aspects of such work, including, but not limited to, supervision, work site safety, obtaining necessary permits, and obtaining sufficient insurance.

- 6.3. **Insurance.** Chief shall, at its own expense, carry and maintain Worker's Compensation and Commercial General Liability Insurance. Commercial General Liability insurance shall be for at least the sum of \$1,000,000 each occurrence or \$2,000,000 aggregate per location. Chief shall comply with the Worker's Compensation laws that apply to this Work. Chief shall furnish Builder's Risk Insurance during construction of the Work in the amount of the Contract Price. Owner shall be responsible for furnishing all Builder's Risk Insurance exceeding the Contract Price, including: 1) coverage in an amount sufficient to cover the replacement value of any existing structures or other improvements at the Work site and any adjacent improvements; 2) coverage for damage to existing improvements and adjacent improvements caused by Owner, its agents, employees, or any of its third-party contractors; 3) coverage for any potential Builder's Risk loss in excess of the amount of the Contract price. To the extent that Owner, or Owner's employees, agents, or third-party contractor's undertake to perform any work at or adjacent to the Work site, whether related, unrelated, or a part of the Work covered by this Agreement, Owner shall be responsible for furnishing all insurance coverage for any and all liabilities arising from Owner's, its employee's, agent's or third-party contractor's conduct relating to performance of said work. Owner shall provide ALL insurance coverage on the date of occupancy or substantial completion of the Work, whichever occurs first.
- 6.4. **Permits.** Chief shall secure necessary building and inspection permits that may be required by local, county, or state laws and ordinances. All other permits, fees, and approvals, including but not limited to occupancy permits, shall be secured and paid by Owner pursuant to section 7.3.
- 6.5. **Sales Tax.** Unless the Owner has previously demonstrated tax exempt status, Chief will pay all sales tax, use taxes, and federal excise taxes on all materials required for completion of the Work.
- 6.6. **Work site Conditions.** Work site conditions not normally encountered in performing work such as the Work provided herein and not specifically disclosed to Chief in writing prior hereto are not part of the Chief's original scope of Work. If Chief encounters such conditions, or such conditions are hereafter disclosed to Chief in conjunction with those disclosures made to Chief by Owner as provided in section 7.2 below, Chief shall be entitled to a Change Order pursuant to Article 10 hereof. Further, if Chief encounters such Work site conditions, Chief may, at Chief's discretion, stop Work until such time as Owner approves such Change Order. If upon encountering such a Work site condition Chief chooses not to stop Work, Chief's right to a Change Order, and payment thereof, shall not in any way be prejudiced or diminished by such decision.
- 6.7. **Hazardous Materials.** A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, and/or cleanup. Chief shall not be obligated to commence or continue work until any Hazardous Material discovered at the Work site has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. By way of illustration, but not limitation, in no event shall Chief be responsible for any asbestos abatement, mold remediation, or lead-based paint removal or remediation.
- 6.8. **Limited Warranty.**
- 6.8.1. **Limited Warranty.** Chief warrants that all workmanship, materials, and equipment furnished by Chief shall be in conformance with the Contract Documents including any applicable Change Order and shall be free from defects, whether latent or patent. Chief further warrants that it will deliver its Work, and the associated materials that it has agreed to provide pursuant to this Agreement, to Owner free and clear of all liens and encumbrances, provided that Owner pays Chief in full in accordance with this Agreement.
- 6.8.2. **Duration of Limited Warranty/Notice Requirement.** The limited warranty described herein applies only to defects discovered and reported in writing to Chief within one (1) year of the date of occupancy or substantial completion of the Work, whichever occurs first ("Warranty Period").
- 6.8.3. **Resolution of Warranty Claims.** In the event Chief is notified of a warranty claim in conformity with the notice requirements set forth in Section 6.8.2 above, Chief shall, with the full cooperation of Owner, immediately undertake an investigation of such claim. To the extent Chief determines, in its reasonable discretion, that the warranty claim is covered by the foregoing Limited Warranty, Chief shall, as Owner's sole remedy and at Chief's option, either: (a) repair the defective work or materials as soon as is reasonably possible and at Chief's sole cost and expense; or (b) work with the Owner to effect repair of the defective work or materials as Chief may determine to be necessary, in which event Chief shall reimburse Owner as may be appropriate in the circumstances for any out of pocket cost reasonably and necessarily incurred for labor or materials in connection with such repair.
- 6.8.4. **Warranty Not Transferable.** This Warranty applies only to the Owner and is not transferable to any other person or entity, unless Chief expressly consents to such transfer in a writing signed by the President of Chief.
- 6.8.5. **Exceptions and Exclusions.** Notwithstanding anything herein to the contrary, the warranties set forth in subsection 6.8.1 above do not cover any of the following, each of which are hereby expressly excluded therefrom:
- 6.8.5.1. Defects that are not discovered during the applicable Warranty Period;
- 6.8.5.2. Defects that are not reported to Chief within the Warranty Period;
- 6.8.5.3. Usual and customary deterioration or wear resulting from normal use, service, and exposure;
- 6.8.5.4. Any fixtures, equipment, materials, supplies, accessories, parts, or components that have been furnished by Chief but that are subject to a separate manufacturer's warranty;
- 6.8.5.5. Any parts of the Work that have been removed from the location at which they were originally installed;
- 6.8.5.6. The effect or influence the Work may have on surrounding structures, including, without limitation, any loss, damage, or expense caused by drifting snow;
- 6.8.5.7. Any defect and/or any loss, damage, cost, or expense incurred by Owner or any third party in connection therewith to the extent the same arise out of, relate to or result, in whole or in part, from any one or more of the following:
- 6.8.5.7.1. Theft, vandalism, accident, war, insurrection, fire, or other casualty;
- 6.8.5.7.2. Any damage, shortages, or missing parts caused in whole or in part by Owner and/or any

- third party;
- 6.8.5.7.3. Exposure to marine environments, including frequent or sustained salt or fresh water spray;
  - 6.8.5.7.4. Exposure to corrosive materials, chemicals, ash, smoke, fumes, or the like generated or released either within or outside of the Work from sources such as chemical plants, plating operations, foundries, kilns, fertilizer plants, or paper plants regardless of whether or not such facilities are owned or operated by Owner or an unrelated third party;
  - 6.8.5.7.5. Any Work that has been altered, modified or repaired by Owner or any third party without Chief's prior written consent;
  - 6.8.5.7.6. Any Work to which any fixtures, equipment, accessories, materials, parts, or components not furnished by Chief have been attached without the prior written approval of Chief;
  - 6.8.5.7.7. Exposure to or contact with animals, animal wastes, animal decomposition, or wet grain;
  - 6.8.5.7.8. The failure to use the construction in accordance with manufacturer's instruction or other misuse by the Owner or any third party;
  - 6.8.5.7.9. The failure on the part of Owner to provide Chief with any information that may be necessary to meet the requirements of the Contract Documents and/or satisfy the requirements of all applicable statutes, laws, ordinances rules, regulations, and codes (including but not limited to Building Codes); and/or
  - 6.8.5.7.10 The Work site, including Work site build-ability, any deficiency in the soils, elevation, fill, cut, soil compaction, soil expansion, or bearing capacity, any subsurface condition such as water, selection or preparation of the Work site by the Owner, or other condition at the Work site.
  - 6.8.5.7.11 Any damage resulting from exposure to, or introduction of, water to the soils at the Work site, including as a result of landscaping, irrigations, subsurface sources, or otherwise.
- 6.8.6. **Disclaimer of Implied Warranties.** EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH IN THE LIMITED WARRANTIES SET FORTH ABOVE, CHIEF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE WORK, MATERIALS, STRUCTURES, OR OTHER PRODUCTS OR SERVICES THAT CHIEF PROVIDES PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ALL OF WHICH OTHER REPRESENTATIONS AND/OR WARRANTIES ARE HEREBY DISCLAIMED AND SPECIFICALLY EXCLUDED HEREFROM BY THE EXPRESS AGREEMENT OF THE PARTIES. CHIEF MAKES NO WARRANTIES WHATSOEVER RESPECTING THE WORK SITE, THE WORK SITE IS THE SOLE RESPONSIBILITY OF OWNER.
- 6.9. **Limitation of Liabilities and Damages.** CHIEF'S SOLE LIABILITY TO OWNER WITH RESPECT TO THE WORK, MATERIALS, STRUCTURES, OR OTHER PRODUCTS OR SERVICES THAT CHIEF PROVIDES PURSUANT TO THIS AGREEMENT IS LIMITED EXCLUSIVELY TO THAT LIABILITY EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE LIMITED WARRANTIES LISTED ABOVE. IN NO EVENT SHALL CHIEF BE LIABLE TO THE OWNER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, DELAY, LIQUIDATED, OR PUNITIVE DAMAGES OF ANY NAME, NATURE OR DESCRIPTION. CONTRACTOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES, CONSEQUENTIAL OR OTHERWISE, RELATED TO THE WORK SITE INCLUDING THE SOILS, SITE PREPARATION, SOIL SUBSIDENCE, SOIL UPLIFT, OR OTHER WORK SITE CONDITIONS.
7. **THE WORK SITE.** Owner shall provide, identify, and designate the Work site location. Work site preparation shall be completed as follows.
- 7.1. **Work Site Preparation.** Preparation of the Work site, including determining and achieving the proper elevation, soils compaction, and soils bearing capacity shall be performed by:
    - Owner
    - Chief
  - 7.2. **Work Site Information.** Owner shall provide at Owner's expense and with reasonable promptness the following, which Chief shall be entitled to rely upon for its accuracy and completeness:
    - 7.2.1. Information describing the physical characteristics of the site, including, but not limited to, surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports, and investigations;
    - 7.2.2. Tests, inspections, and other reports dealing with environmental matters, hazardous material, and other existing conditions including, but not limited to, structural, mechanical, and chemical tests, required by the Contract Documents or by law; and
    - 7.2.3. Any other information or services requested in writing by Chief that are relevant to Chief's performance of the Work under Owner's control.
- The information required by this section shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Work site descriptions shall include existing buildings, existing construction, and all pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features potentially relevant to the Work. Utility details shall include available services, lines at the Work site and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Chief in laying out the Work. If Chief has been designated as the party responsible for Work site preparation in section 7.1 above, then Chief will retain one or more engineers to evaluate the Work site as necessary to determine the proper elevation, soils compaction, and soils bearing capacity. In all other respects, responsibility for the above-described Work site information shall remain with Owner.

- 7.3. **Work Site Conditions.** Owner shall reimburse Chief for all reasonable costs, overhead, and profit, for providing additional or different labor, material, and equipment required in performance of the Work and caused by Work site conditions not normally encountered in performing work such as the Work provided herein and not specifically disclosed to Chief in writing prior hereto.
8. **OWNER'S RESPONSIBILITIES.** Any information or services to be provided by Owner shall be provided in a timely manner so as not to delay the Work. In addition to all other obligations as may be provided elsewhere in this Agreement, Owner agrees that it shall be obligated as follows:
- 8.1. **Financial Information.** Prior to commencement of the Work and thereafter at the written request of Chief, Owner shall provide Chief with evidence of Project financing. Evidence of such financing shall be a condition precedent to Chief's commencing or continuing the Work. Chief shall be notified prior to any material change in Project financing.
- 8.2. **Safety.** To the extent that Owner, or owner's employees, agents, or third-party contractor's undertake to perform any work at or adjacent to the Work site, whether related, unrelated, or a part of the Work covered by this Agreement, Owner shall be responsible for ensuring such work is performed in compliance with all federal, state, and local safety and health requirements, including, but not limited to, the Occupational Safety and Health Act ("OSHA") and any and all regulation issued pursuant thereto. As an express term and condition of this Agreement, Owner shall defend, indemnify, and hold harmless, all indemnitees as described in section 14 from any claims or charges of any kind by reason of Owner's, or its employee's, agent's, or third-party contractor's failure to fully comply with OSHA and the regulations thereto. Owner agrees to reimburse Chief for any fines, damages, or expenses of any kind incurred by Chief by reason of Owner's, its employee's agent's or third-party contractor's failure to comply with said safety and health requirements.
- 8.3. **Permits, Fees, and Approvals.** Except for those required of Chief pursuant to section 6.4, Owner shall secure and pay for all permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.
- 8.4. **Approval of Change Orders.** Owner shall approval all Change Orders within seven (7) days of submission thereof by Chief as provided in Article 9 below.
- 8.5. **Payment.** Owner shall make all payments in accordance with Article 9 below.
9. **PAYMENTS.**
- 9.1. **Down payment.** Prior to commencement of the Work, Owner shall pay Chief as specified in #3 previously. Chief will withhold 5% retainage on each invoice. Retainage will be billed out upon final inspection.
- 9.2. **Progress Payments.** Based on the estimated value of labor spent and materials furnished in performing the Work, including materials stored on site or properly stored and separately identified off site, Chief shall submit an invoice in the form of an Application for Payment to Owner on a monthly basis beginning on or about fifteen (15) days from the date of this Agreement. Owner shall timely pay each monthly invoice in full; payment is due upon receipt of the invoice.
- 9.3. **Payment Delay.** Any invoices not paid within ten (10) days of a regularly scheduled Council meeting, will be assessed interest in the amount of 1.25% per month as a service charge on the unpaid balance until payment is received by Chief. If for any reason not the fault of Chief, Chief does not receive a progress payment from Owner within twenty-one (21) days after a regularly scheduled Council meeting, Chief upon giving written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Chief has been received. Any delay caused by Owner's failure to timely pay shall extend Chief's time in which to complete the project accordingly and any additional costs incurred by Chief as a result of such delay, including without limitation demobilization and remobilization, shall be added to, and thereby increase, the Contract Price.
- 9.4. **Final Payment.** Upon the earlier occurrence of either occupancy or substantial completion, Owner shall pay Chief the final payment of the remaining balance of the Contract Price, less an amount reasonably necessary to complete any remaining Work.
10. **CHANGE ORDERS.** In the event that Chief's performance of additional or different Work than that described in the Contract Documents becomes appropriate, either out of necessity to complete the Work or at the direction of Owner, Chief shall submit to Owner for Owner's approval, a written Change Order which shall describe the nature of the additional or different Work and the price of the additional or different work (including reasonable overhead and profit) covered by the Change Order. Owner shall be obligated to pay Chief the price of the Change Order in addition to the Contract Price specified in Article 3 above. Until Owner approves a Change Order submitted by Chief, Chief has no obligation to perform the additional or different Work, and if Contract does perform such additional or different Work without an approved Change Order, Chief shall nonetheless be entitled to a Change Order. Owner's failure to timely approve a written Change Order does not remove Owner's obligation to pay Chief for the additional or different Work performed. When additional or different work is necessary, Chief shall be entitled to additional time to complete performance accordingly.
11. **OWNERSHIP OF DOCUMENTS.** Chief shall retain ownership of all design and construction documents related to the Work, including, but not limited to, design plans, specifications, construction methods, mobilization plans and methods, shop drawings, staging plans, traffic control plans, construction management documents, schedules, and safety plans. In all events, Owner is prohibited from using any design or construction document related to the Work on any other project and Owner is prohibited from providing to any other party any said document for any use whatsoever. Notwithstanding the foregoing, upon completion, Chief will provide the Owner with a complete set of "as built" documents which the Owner or its successor in interest may use following completion solely in connection with the maintenance, repair, replacement and/or improvement of the Project as built by Chief on the Work Site.
12. **TERMINATION.** Upon seven (7) days' written notice to Owner, Chief may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of Chief. In addition, upon seven (7) days' written notice to Owner, Chief may terminate the Agreement if Owner:
- 12.1. Fails to furnish reasonable evidence that sufficient funds are available and committed for the entire Contract Price and any Change Orders;
- 12.2. Assigns this Agreement over Chief's objection;
- 12.3. Fails to pay Chief in accordance with this Agreement and Chief has complied with the notice provisions of section 9.3; or
- 12.4. Otherwise materially breaches this Agreement.

Upon termination by Chief pursuant to this Agreement, Chief shall be entitled to recover from Owner payment for all Work executed and materials furnished, plus reasonable overhead and profit, and all additional loss, cost, or expense incurred in connection with the Work, including all demobilization costs and costs related to materials purchased but not yet furnished to the Project. Following termination, the provisions of this Agreement remain applicable to any Work performed, payments made, invoices, events occurring, or obligations arising before the date termination. Notwithstanding anything to the contrary herein, all warranties by Chief are void upon termination of this Agreement in accordance with this Article.

13. **WORK SITE CLEAN UP.** Upon completion of the Work, Chief shall remove rubbish and shall leave the Work site in a reasonable broom-clean condition.
14. **ALLOCATION OF RESPONSIBILITY.** Owner shall defend, indemnify, save, and hold Chief, its officers, directors, employees and agents and their successors and permitted assigns (collectively, the "Indemnitees") harmless from and against any and all liabilities, losses, damages, judgments, fines, penalties, costs, or expenses (including all reasonable attorneys fees) that any one or more of the Indemnitees may incur in connection with any claim demand, suit, cause of action, investigation, arbitration, or other proceedings (including, without limitation those brought or asserted by third parties, or any governmental instrumentality) which arises out of, relates to, or results, in whole or in part from: (a) any action taken or omitted by Owner or its employees, agents, or third party contractors that results in any injury to or death of any third party or any damage to the real or personal property; (b) any failure on the part of Owner to observe or perform any obligation, undertaking, or agreement required to be observed or performed by Owner pursuant to this Agreement; or (c) any representation or warranty given by Owner or its employees, agents, or third party contractors to Chief or any third party in connection with this Agreement or any other contract, agreement, undertaking, or engagement entered into in connection herewith being false or becoming false at any time in the future.
15. **LIMITATIONS ON WARRANTIES, LIABILITY, AND DAMAGES.** Owner and Chief expressly agree that the allocation of the risk, liability, loss, damage, cost, and expense arising from, or related to, the Work as set forth in this Agreement are fair and reasonable and acknowledge that such allocation was expressly negotiated by the parties and was reflected in the Contract Price. Owner further acknowledges at the Limited Warranties provided in section 6.8 above are the sole warranties provided to Owner by Chief and expressly set forth the sole remedies available to Owner respecting any defects or deficiencies in the Work
16. **FORCE MAJEURE.** Chief shall not in any event be responsible for any failure or delay in performance hereunder to the extent such failure or delay is caused by an event that is beyond the reasonable control of Chief, including but not limited to fire, flood, earthquake, explosion, war, acts of terrorism, strike, embargo, government requirement, civil or military authority, acts of God, equipment failure or shortages of labor, fuel, materials or equipment, provided Chief shall notify Owner of such condition or occurrence as soon as is reasonably possible.
17. **MISCELLANEOUS PROVISIONS.**
  - 17.1. **Brands, Tradenames, and Substitution of Materials.** Any particular brand or manufacturer's name specified in the Contract Documents shall be understood to represent a standard of quality only. Materials, products, or services of equal or comparable quality may be used.
  - 17.2. **Owner's Partial Cancellation.** In the event of Owner's cancellation of an order for specially constructed equipment, Owner shall reimburse Chief and/or seller for actual costs incurred including but not limited to engineering, manufacturing, and transportation costs.
  - 17.3. **Entire Agreement.** This Agreement, together with the Contract Documents and Exhibits listed in section 18, contains the entire agreement of the parties concerning the subject matter hereof, and, supersedes and replaces all prior communications, understandings, and agreements (whether written or oral) between the parties with respect hereto.
  - 17.4. **Modification and Waiver.** No amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendment and modification) or by the party to be charged thereby (in the case of waiver). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
  - 17.5. **Non-Assignment.** Neither Chief nor Owner shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both parties, their agents, employees, partners, successors, assigns, administrators, and legal representatives. Neither party to this Agreement shall assign the Agreement as a whole without the written consent of the other.
  - 17.6. **Severability.** Unless the effect would be to deprive either party of a material benefit of its bargain hereunder, invalidity of any provision of this Agreement shall not render invalid any of the other provisions of this Agreement.
  - 17.7. **Governing Law.** This Agreement has been negotiated, accepted, and entered into by Owner and Chief and General Chief in the State of Nebraska and shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska. Any legal action or proceeding with respect to any obligation or performance in connection herewith, or any document related hereto shall be brought only in the district courts of Nebraska, or the United States District Court for the District of Nebraska, and, by execution of this Agreement, the undersigned Owner and Chief for themselves and with respect to their property, generally and unconditionally, hereby accept and submit to the jurisdiction of the aforesaid courts. Further, the undersigned Owner and Chief each hereby irrevocably waive any objection, including, without limitation, personal jurisdiction and *forum non conveniens*, which it may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.
  - 17.8. **Interpretation.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the rules of interpretation generally applicable to contracts.
  - 17.9. **Survival.** Except as may be expressly provided otherwise herein, all representations and warranties, rights, remedies, obligations, covenants, and agreements set forth in this Agreement, and/or in any ancillary agreement contemplated herein, which, by their terms, require or contemplate performance which is to extend beyond or occur after the expiration, termination, or non-renewal of the Agreement shall survive the expiration, termination, or non-renewal and shall nevertheless remain in effect and be enforceable as between the parties for the statute of limitations periods applicable thereto.

18. **EXHIBITS.** Together with this agreement, the following documents comprise the Contract Documents. The Contract Documents are incorporated by reference and made a part of this contract:

- 18.1.1. Exhibit A: Work (RFP as advertised)
- 18.1.2. Exhibit B: Proposal (Chief Construction Proposal dated March 23, 2017)
- 18.1.3. Exhibit C: Project Plans (Proposed plans dated March 9, 2017)
- 18.1.4. Exhibit \_\_\_\_\_
- 18.1.5. Exhibit \_\_\_\_\_

19. **PHOTO AND PUBLICITY MATERIAL RELEASE:**

I consent to the use of my name, my firm's name, personal and building photographs and other material used in advertising sales promotion, and public relations by Chief Industries, Inc. and/or Chief Construction Company, a subsidiary of Chief Industries, Inc., for advertising purposes. I release their use of my name, of my firm's name, and such other photographs or material used for these purposes.

The undersigned parties hereby acknowledge that the foregoing provisions of this Agreement have been read and understood; and that no representations or agreements not specifically contained herein shall be binding upon the parties.

OWNER


CONTRACTOR

City of Grand Island  
Owner's Name (Printed)

Chief Construction Company

Contractor's Name

  
Representative's Signature

  
Representative's Signature

Jeremy L. Jensen  
Representative's Name (Printed)

Gary Peters

Representative's Name (Printed)

Mayor  
Representative's Title (Printed)

Project Manager

Representative's Title (Printed)

5/4/2017  
Date

5/2/2017

Date

Joey R. Winkhof  
Asst. City Attorney  
5/4/17