

ENGINEERING SERVICES - CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made and entered into by and between **BLACK & VEATCH CORPORATION**, hereinafter called the Engineer, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the Owner.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the Owner has caused contract documents to be prepared and an advertisement calling for proposals to be published for *the Burdick Generating Station Demolition – Engineering Services*; and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Engineer to be the responsible proposer, and has duly awarded to the said Engineer a contract therefore, for the sum or sums named in the Engineer's proposal, portions thereof being attached to and made a part of this contract.

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

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

1. This Contract Agreement.
2. Agreement for General Engineering Services between the City of Grand Island and Black & Veatch Corporation effective December 20, 2019 ("Agreement").
3. City of Grand Island's Request for Proposals.
4. Black & Veatch Proposal No. 286287 dated April 25, 2019.
5. Council Resolution 2019-156
6. City Purchase Order 2019-156-0001

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 Engineer shall provide the services set forth in this agreement and the attachments thereto in accordance with the normal degree of care and skill of other reputable professionals providing similar services on similar projects of like size and nature for this area;

ARTICLE III. That the Owner shall pay to the Engineer for the performance of the work embraced in this contract and the Engineer will accept as full compensation therefore the sum **Not To Exceed** (subject to adjustment as provided by the contract) of **Six Hundred Ninety-Eight Thousand Nine Hundred Eighty-Five and no/100 Dollars (\$698,985.00)** for all services 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.

The total cost of the Contract includes:

Decommissioning and Demolition Plan Development	\$ 51,480.00
Spec Development, Evaluation, Admin & Submittals Review	55,700.00
Preparation for City Council	4,700.00
Demolition Completion Drawing Updates	5,300.00
Tech Screening Workshop – New Generation	15,340.00
Schedule & Budget Development-New Generation	10,800.00
Specification Development – New Generation	81,000.00
Spec Evaluation, Admin & Submittals Review-New Generation	88,040.00
Prep for City Council-New Generation	4,700.00
Environmental Permit Approval	36,300.00
Develop Inspection & Test Plan-New Generation	6,200.00
Commissioning & Startup Review-New Generation	20,530.00
Field Support-Demolition Monitoring	107,865.00
Field Support-New Generation Monitoring	<u>211,030.00</u>
Total Engineering Services (Not-to-Exceed)	\$ 698,985.00

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Engineer hereby agrees to act as agent for the Owner. The invoice for Engineer's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Engineer 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 Engineer 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 Engineer and all sub-Engineers 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 Engineer agrees to comply with all applicable Local, State and Federal rules and regulations.

The Engineer agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public Engineer and his, her or its sub-Engineers 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.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City 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 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 sub-Engineer under a contract to the prime Engineer or higher tier sub-Engineer or any person associated therewith, as an inducement for the award of a subcontract or order.

BLACK & VEATCH CORPORATION

By W. DOR Date 1-8-2020
Title ASSOCIATE VICE PRESIDENT DD

CITY OF GRAND ISLAND, NEBRASKA

By Roger Y. Steele Date 1/15/2020
Mayor
Attest: RaDae Edwards
City Clerk

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

Stacy R. Warkof Date 1/14/2020
Attorney for the City