

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **UCC ENVIRONMENTAL**, hereinafter called the Engineer, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for *PLATTE GENERATING STATION BOTTOM ASH SYSTEM UPGRADES*; 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 "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. UCC Environmental Pricing Summary Rev.1 dated November 10, 2021.
3. UCC Environmental Proposal dated November 2, 2021.
4. City of Grand Island's Request for Proposals.
5. City Council Resolution 2021-342 dated December 14, 2021.

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 City 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 (subject to adjustment as provided by the contract) of **One Million Nine Hundred Eighty Thousand Seven Hundred and no/100 Dollars (\$1,980,700.00)** 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:

Base Bid for Engineering and Upgrades to existing recirculation system equipment and compliance with EPA Effluent Limitation Guidelines:	\$ 1,631,800.00
Upgrade of seals on the (8) existing pumps to be equipped with slurry style mechanical seals and replacement of sleeves, gaskets and bearings	\$ 144,900.00
Design and Supply of repairs to the existing Dewatering Bins and Settling Tank to include: Dewatering Bin Target Plates (2), Dewatering Bin Overflow Weir (2), Skirt around Dewatering Bin Target Plate (2), Settling Tank Overflow Weir	\$ 170,300.00
Design and Supply Piping, Pipe Supports, and Dewatering Bin diverter valves for sump pump discharge line to top of Dewatering Bin:	\$ 33,700.00
Total awarded by Council.....	\$ 1,980,700.00

Contractor Tax Option was not selected and will be treated as a retailer under Option 1 for sales and use tax purposes. Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable.

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 City in purchasing materials and supplies for the City for this project. 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. Invoices can be emailed to billing@giud.com.

ARTICLE V. The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

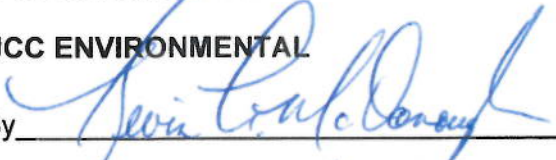
The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

ARTICLE VI. 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.

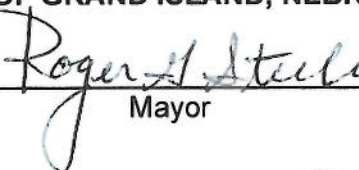
GRATUITIES AND KICKBACKS

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 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.

UCC ENVIRONMENTAL

By  Date 07 JANUARY 2022
Title EXECUTIVE VICE PRESIDENT + CRO

CITY OF GRAND ISLAND, NEBRASKA

By  Date 1/21/2022
Mayor

Attest: 
City Clerk

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

 Date 1/20/22
Attorney for the City