

**CITY OF GRAND ISLAND, NEBRASKA
FORM OF CONTRACT AGREEMENT
FOR
CONTRACT 2013-OPGW-V
INSTALLATION OF 72/48-FIBER OPGW SHIELD WIRE**

THIS AGREEMENT made and entered into, by and between
IES Commercial, Inc.

hereinafter called the Contractor, 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 bids to be published, for construction of Contract 2013-OPGW-V, Installation of 72/48-Fiber OPGW Shield Wire; and 48-Fiber ADSS.

WHEREAS, the City, 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 bidder, and has duly awarded to the 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 City for itself and its successors, and the Contractor for itself, himself/herself, or themselves, and its, his/hers, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, 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 City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City 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

Three Hundred Seven Thousand One Hundred Seventeen Dollars (\$ 307,117.00),
for all materials, services and work covered by and included in the Contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. 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. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the Contract is executed. **The proposed work shall be completed in all respects by July 30, 2014.** The Contractor shall coordinate with the City of Grand Island Utilities Department relative to scheduling work.

ARTICLE V. 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 and to provide a copy of its policy to the City upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor IES Commercial, Inc.

By *Zed Kaytan*

Date _____

Title General Manager

CITY OF GRAND ISLAND, NEBRASKA,

By *[Signature]*

Date 9/24/2013

Mayor

Attest: *Rafael Edwards*

Date 9/24/2013

City Clerk

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

Stacy R. Dinkof
Attorney for the City

Date 9/17/13