

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **SPIRTAS COMPANY DBA SPIRTAS WRECKING COMPANY**, 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 *BURDICK STATION DEMOLITION 2022*; and

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 and responsible bidder, and has duly awarded to 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/her, 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. City of Grand Island's Specification for this project.
3. Spirtas Company dba Spirtas Wrecking Company's bid signed and dated July 7, 2022.

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 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 III. 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 **Nine Hundred Thirty-Eight Thousand Three Hundred Thirteen and 33/100 Dollars (\$938,313.33)** for all services, materials, 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 to provide dismantling of the steam plant facilities consisting of Burdick Generating Station Units 1, 2, and 3 and all support facilities within the specified demolition boundary including mobilization, demolition, and restoration of site work in accordance with the applicable laws as defined in the technical specification, with the condition that all scrap and salvage value arising from the materials dispositioned from the project scope be assigned to the Contractor, at the following price:

Materials and Labor	\$ 938,313.33
Total	\$ 938,313.33

Contractor Tax Option: 2

The following payment schedule is based on the completion of the project:

<u>Milestone</u>	<u>Value</u>	<u>% Complete</u>
Contract / Bonds on Contract Executed	\$ 70,980.00	8%
Mobilization	125,000.00	13%
Site Preparation Complete	100,000.00	11%
Transformers/Tanks/Ancillary	100,000.00	11%
Turbine Building Demolition	150,000.00	16%
Pumping Station separation/Preparation	100,000.00	11%
Boiler House Demolition	70,000.00	7%
Stack Demolition	22,333.33	2%
Final Site Grading	125,000.00	13%
Final Clean up and Survey	75,000.00	8%
Total	<u>\$938,813.33</u>	<u>100%</u>

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. If appropriations are denied in subsequent year, the Contractor is to be paid for progress to date, barring mutual agreement.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall supply a lien waver from the vendor as proof of payment. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the BURDICK STATION DEMOLITION 2022. Payments will be made to the awarded Contractor and Contractor shall pay vendors. Values will be deducted from Final Clean-up and Survey Complete value.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. City of Grand Island plant site, Burdick Station, and complete the work on or before **July 1, 2023**.

ARTICLE VI. 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 policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors 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.

ARTICLE VII. 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.

**SPIRTAS COMPANY
DBA SPIRTAS WRECKING COMPANY**

By J Matthew Sheehan Date July 29, 2022

Title J Matthew Sheehan, President & CEO

CITY OF GRAND ISLAND, NEBRASKA

By Roger H. Steele Date 8/11/2022
Mayor

Attest: RaDae Edwards
City Clerk

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

Stacy R. Dorkof Date 8/11/22
Attorney for the City