

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Centennial Mall Tribute Tiles
Bid No. 14-170**

**Rixstine Recognition
2350 "O" Street
Lincoln, NE 68510
(402)476-3810**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Rixstine Recognition, 2350 "O" Street, Lincoln, NE 68510**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Centennial Mall Tribute Tiles, Bid No. 14-170** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to line items 1 and 2

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The cost of products and services shall not exceed \$118,000.00 during the first contract year. The cost of products and services during contract years two and three shall not exceed \$35,000.00. The total cost of products or services for City departments shall not exceed \$153,000.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a three (3) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications - Tiles
 5. Specifications - Engraving Tiles
 6. Cast Bronze Inset Con Drawing
 7. Granite Engraving Con Drawing
 8. Instructions to Bidders
 9. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Resolution No. A-88506

dated 9-11-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Cindy L. Hoffman (SEAL)
Secretary

Rixstine Trophy Co. Inc ^{D/B/A} Rixstine Recognition
Name of Corporation
2350 'O' St. Lincoln NE 68510
(Address)

By: [Signature]
Duly Authorized Official
President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Parks & Recreation 901 West Bond St., Suite 120 Lincoln, NE 68502
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Roger Drommond
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	14-170	Department		Department	
Title	Centennial Mall Tribute Tiles	Building		Building	
Bid Type	Bid		Suite 200		
Issue Date	06/20/2014	Floor/Room		Floor/Room	
Close Date	7/7/2014 12:00:00 PM CT	Telephone	(402) 441-7428	Telephone	(402) 441-8706
Need by Date		Fax	(402) 441-6513	Fax	
		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company Rixstine Recognition
 Address 2350 "O" Street
 Lincoln, NE 68510
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 476-3810 214
 Fax 1 (402) 476-0968
 Email
 Submitted 7/7/2014 11:57:38 AM CT
 Total \$61,776.27

Signature _____

Supplier Notes

See attached notes. Sample to be delivered 7/7.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Contact	Name of person submitting this bid:	Harvey Schwartz
7	References	I have attached my References to the Response Attachment section of this bid.	Yes
8	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	56 days for large orders; 30 for small orders
9	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
10	Supply Bond	I acknowledge that a Supply Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
12	Sample Engraving	I acknowledge and understand that I have supplied a sample engraving per specifications 1.3.7 Samples shall be sent or delivered, packaged with Company Name referencing Bid No. 14-170 on the outside to: Sharon Mulder Asst. Purchasing Agent City-County Purchasing 440 S. 4th Street Suite 200 Lincoln, NE 68508	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	27	EA	Cast Bronze Insets: 16" x 16"	\$810.00
Item Notes: An initial order of 27 for the first (1st) year; with an estimated quantity of 5 to 15 per year following.				
Supplier Notes:				
2	27	EA	Cast Bronze Insets: 16" x 34"	\$1,478.00
Item Notes: An initial order of 27 for the first (1st) year; with an estimated quantity of 5 to 15 per year following.				
Supplier Notes:				
3	27	EA	Engraving on Granite Tiles: 18" x 18" per specifications and drawings.	\$0.01
Item Notes: Tiles will be provided to Contracted Vendor. An initial order of 27 tiles for the first (1st) year will be engraved; with an estimated quantity of 5 to 15 per year following.				
Supplier Notes:				
Response Total:				\$61,776.27



Creative Solutions to your Recognition and Promotional Needs
2350 'O' Street • Lincoln, NE 68510 • 402-476-3810 • www.Rixstine.com

Attachments to Bid 14-170 Bronze Tiles for Centennial Mall

Layout – Fonts: The only Optima Fonts available are Optima Bold and Optima Regular. Eras Medium ITC is not available in Bronze.

References: Lincoln Parks and Recreation -- Commemorative Bronze plaques throughout Parks system.

Peru State College – Large Bronze Castings spread among several campus buildings.