AMENDMENT TO CONTRACT
Unit Price Contract for Moving Services
QUOTE NO. 4639
CITY OF LINCOLN, LANCASTER COUNTY AND
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
Renewal

This Amendment is hereby entered into by and between **Office Interiors & Design, Inc., 121 Cherry Hill Blvd., Lincoln, NE 68510** (hereinafter "Contractor") and the City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract executed under Directorial Order No. 10537, dated January 17, 2014, and Contract C-14-0045, dated January 28, 2014, for Unit Price Contract for Moving Services, Quote No. 4639, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is January 28, 2014 through January 27, 2015, with the option to renew for three (3) additional one (1) year terms upon written mutual consent from all parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 28, 2015 through January 27, 2016; and

WHEREAS, all contracts for this service will combine for the estimated expenditures for City of Lincoln Departments for the term of this renewal not to exceed $15,000.00 without prior approval by the City of Lincoln; and

WHEREAS, all contracts for this service will combine for the estimated expenditures for Lancaster County Departments for the term of this renewal not to exceed $20,000.00 without prior approval of the Lancaster County Board of Commissioners; and

WHEREAS, all contracts for this service will combine for the estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this renewal not to exceed $3,000.00 without prior approval by the Public Building Commission Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in City Directorial Order No. 10537, and County Contract C-14-0045, and stated herein the parties agree as follows:

1) The parties wish to renew the Contract for an additional one (1) year term beginning January 28, 2015 through January 27, 2016.
2) All contracts for this service will combine for the estimated expenditures for City of Lincoln Departments for the term of this renewal not to exceed $15,000.00 without prior approval by the City of Lincoln.
3) All contracts for this service will combine for the estimated expenditures for Lancaster County Departments for the term of this renewal not to exceed $20,000.00 without prior approval of the Lancaster County Board of Commissioners.
4) All contracts for this service will combine for the estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this renewal not to exceed $3,000.00 without prior approval by the Public Building Commission Board.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall b binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners

Executed this 10 **day of** March, **2015**

Deputy Lancaster County Attorney

City of Lincoln

Executed this 18th **day of** Feb, **2015**

Finance Director

Approved by Directorial ~~Order~~ No. 12612

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Lincoln-Lancaster County Public Building Commission

Executed this 10th **day of** March, **2015**

Chairperson

Attorney, Public Building Commission

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name:	OFFICE INTERIORS & DESIGN, INC
By: (Please Print)	NANCY KRAFT
By: (Please Sign)	Nancy Kraft
Title:	ACCOUNT MANAGER
Company Address:	121 CHARRET HILL BLVD., LINCOLN
Company Phone & Fax:	402-484-7500 P 402-484-7575 F
E-Mail Address:	NANCY.KRAFT@OIDINC.COM
Contact Person for: "Orders or Service"	NANCY KRAFT
Contract Phone Number	402-484-7500
Date:	1/21/15

RECEIVED
C-14-0045
JAN 23 2014
LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

Unit Price Contract for Moving Services
Quote 4639

Office Interiors & Design, Inc.
121 Cherry Hill Blvd.
Lincoln, NE 68510
(402)484-7500

CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 28 day of January, 2016 by and between **Office Interiors & Design, Inc., 121 Cherry Hill Blvd., Lincoln, NE 68510**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Unit Price Contract for Moving Services, Quote 4639

and

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

WHEREAS, the Owners, 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 Response, 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 Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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, construct, and compete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal

2. The Owners agree 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 Owner:

   The Owners 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 Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed $5,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed $20,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed $3,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. ASSIGNMENT: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

6. TERMINATION: This Contract may be terminated by the following:
   a) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   b) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
      1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
      2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
      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 Owners 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.

7. 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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.

8. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

9. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with option for three (3) additional one (1) year terms.

10. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Agreements
    2. Accepted Proposal
    3. Addendum No. 1
    4. Attachment 1 - Unit Price Quotation
    5. Specifications
    6. Instructions to Bidders
    7. Insurance Requirements
    8. Employee Classification Act, Executive Order 83319
    9. Employee Classification Act Affidavit
    10. Sales Tax Exemption Form 13
    11. Instructions to Bidders

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners 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 Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk

CITY OF LINCOLN, NEBRASKA

Steve Hubka
Finance Director

Approved by Directorial Order _____

Dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: Rod Cooper
Public Building Commission Attorney

Larry Hudkins
Chairperson, Public Building Commission

Dated 2-11-13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Bullary Bohrens
County Law

The Board of County Commissioners of Lancaster, Nebraska

Bob Schorr

Brent Smoyer

Larry Hudkins

Roma B. Amend

Raybould Absent

Dated 1/28/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST: _____ (SEAL)
Secretary

OFFICE INTERIORS & DESIGN
Name of Corporation
121 CHERRY HILL BLVD
LINCOLN NE 68510-2639
(Address)

By: _____
Duly Authorized Official

Sec - Treas.
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	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	ssiemer@lincoln.ne.gov				
Phone	(402) 441-7414	Contact	Suzanne Siemer, Asst. Purchasing Agent	Contact	
Fax	(402) 441-6513		Purchasing	Department	
Bid Number	4639 Addendum 1	Department		Building	
Title	Unit Price Contract for Moving Services	Building	Suite 200	Floor/Room	
Bid Type	Quote	Floor/Room		Telephone	
Issue Date	10/16/2013	Telephone	(402) 441-7414	Fax	
Close Date	10/23/2013 2:00:00 PM CT	Fax	(402) 441-6513	Email	
Need by Date		Email	ssiemer@lincoln.ne.gov		

Supplier Information

Company	OFFICE INTERIORS & DESIGN, INC.
Address	121 CHERRY HILL BLVD. LINCOLN, NE 68510
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 484-7500
Fax	1 (402) 484-7575
Email	
Submitted	10/23/2013 11:12:21 AM CT
Total	$126.00

Signature _____

Supplier Notes

PLEASE LET ME KNOW IF YOU NEED MORE REFERENCES, THANK-YOU.

Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or for assistance over the phone.

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Unit Price Quotation Form	I acknowledge reading and understanding the "UNIT PRICE QUOTATION" Form and agree that one of these forms must be completed for each project using the rates submitted in the e-bid response?	Yes
6	Term Clause with Escalation/De-Escalation	I acknowledge that the term of the contract will be a one (1) year term from the date of the executed contract with the option to renew for three (3) additional one (1) year periods? YES or NO? (a) Bid prices firm for the first full contract period? YES or NO (b) Bid prices subject to escallation/de-escalation? YES or NO (c) If (b), state period for which prices will remain firm: through _____.	YES
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	References	I have attached my References to the Response Attachment section of this bid.	Yes
9	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
10	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	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	Contact	Name of person submitting this bid:	Nancy Kraft
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	HOUR	Supervisor - Labor rate per hour	$45.00

Item Notes:
LABOR RATES: Amount that the contractor will bill the owner for services provided.
Labor rates shall include the trip charge(s), all health and welfare benefits, insurance, taxes, overhead and profit, all other applicable fringe benefits.

Supplier Notes:

2	1	HOUR	Truck Driver - Labor rate per hour	$40.00

Item Notes:
LABOR RATES: Amount that the contractor will bill the owner for services provided.
Labor rates shall include trip charge(s), all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.

Supplier Notes:

3	1	HOUR	Laborer - Labor rate per hour	$40.00

Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided.
Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.

Supplier Notes:

4	1	MILE	Cost per mile (if applicable)	$1.00

Item Notes: MILEAGE: Amount that the contractor will bill the owner for mileage.
Rates shall include any Trip Charge and all related costs.

Supplier Notes:

Response Total: $126.00

Project

CITY OF LINCOLN\LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION

ATTACHMENT 1

UNIT PRICE QUOTATION

MOVING SERVICES, Quote 4639

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): Office Interiors & Design, Inc.

PROJECT NUMBER:

PROJECT DESCRIPTION:

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL $ AMOUNT
Supervisor	**$45.00 Per Hour**		
Truck Driver	**$40.00 Per Hour**		
Laborer	**$40.00 Per Hour**		
Mileage	**$1.00 Per Mile***		
Other			
TOTAL LABOR			
*Per Mile charge is from pickup to delivery location.			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL $ AMOUNT
Total Equipment Costs	N/A		
Total Materials Cost	N/A		
Total Shipping Cost	N/A		

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	TOTAL $ AMOUNT
Sub No. 1	N/A		
Sub No. 2	N/A		
Sub No. 3	N/A		
Sub No. 4	N/A		
Sub No. 5	N/A		

TOTAL PRICE (NOT TO EXCEED) $ _____

Pricing for projects under this contract shall not exceed $5,000.00

FIRM: _____

BY: _____ Change Order #: _____

ADDRESS: _____ Accepted: _____

_____ Not Accepted: _____

PHONE **APPROVED BY:** _____

Department/Agency Representative

DATE: _____