

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this March 1, 2013 by and between RATHJEN & SON d/b/a THE SNOW, 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 an advertisement calling for proposals to be published, for CONCESSION STAND OPERATIONS AT THE VETERANS ATHLETIC FIELD COMPLEX; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposal, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, with exception regarding the City's share of gross receipts, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration 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, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, services and facilities; (b) furnish all materials, supplies and equipment specified and required in 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 Request for Proposals, 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 proposal;

ARTICLE II. That the Contractor shall pay to the City for the covenants embraced in this contract and the City will accept as full compensation therefore the sum of 10% (ten percent) of all gross receipts received from sales at the Veteran's Athletic Field Complex along with an additional 2% (two percent) of all gross receipts going to the Adult Softball Association for all services, materials, 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 on an annual basis, by or before the 1st day of November 2013 to the City.

ARTICLE III. The Contractor hereby agrees to monitor the restroom materials and supplies for the City for this project. The City shall be obligated to supply the restrooms with materials and supplies. The Contractor also agrees to provide and pay for needed upgrades to the concession building as per proposal.

ARTICLE IV. That the Contractor shall start work as soon as possible after a written notice to proceed has been delivered by the Director of Parks and Recreation and the required insurance is approved. The Contractor shall work during scheduled league games and at such other times as the Contractor deems appropriate, however, Contractor may not at any time work at the Veteran's Athletic Field Complex outside of the parks' hours of operation. The City will provide the Contractor with a schedule of league activities. The City retains the right to cancel this contract at any time for the sole convenience of the City without penalty.

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. 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 VI. 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 therefore. 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.

ARTICLE VII. This agreement shall expire November 1, 2015 after execution.

ARTICLE VIII. The Contractor agrees to comply with insurance requirements in the execution of this contract as required by City Code.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

RATHJEN & SON ENTERPRISES, INC
Contractor PBA THE SNOW

By [Signature]

Title PRESIDENT

Contact Phone (308) 390-0072

Contact Address 1504 W 4th ST, GI NE

Contact Fax _____

Date 2/22/2013

CITY OF GRAND ISLAND, NEBRASKA

By [Signature]
Mayor

Date 3/1/13

Attest: [Signature]
City Clerk

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

[Signature]
Attorney for the City

Date 3/1/13