

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR MOWING OF MEDIAN BOULEVARD AREAS AND PARK TURF  
WITHIN SOUTH LINCOLN  
QUOTE NO. 4444  
FIRST RENEWAL**

This Amendment is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between **Green Touch Grounds & Landscaping, Inc., 7259 Nolan Road, Lincoln, NE 68512** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 11, 2013**, under D. O. No. **09432**, (the "Agreement"), for **The Annual Requirements for Mowing of Median Boulevard Areas and Park Turf within South Lincoln, Quote No. 4444**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 11, 2013 through June 10, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **June 11, 2014 through June 10, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$21,000.00** without prior approval by the City of Lincoln.

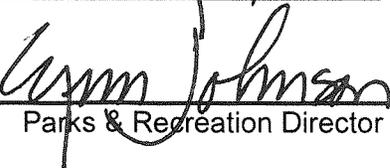
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **June 11, 2014 through June 10, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$21,000.00** without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, 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 be 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.

**Official City Use Only**

Dated this <u>  9  </u> day
of <u>  May  </u> , 2014
 _____ Parks & Recreation Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Green Touch Grounds & Landscaping, Inc.
By: (Please Sign)	
By: (Please Print)	Nathan Conroy
Title: (Please Print)	President
Company Address: (Please Print)	7259 Nolan Road
Company Phone & Fax: (Please Print))	402-202-3174
E-Mail Address: (Please Print)	nconroy@netb.wv.com
Date: (Please Print)	5/1/14
Contact Person For: "Orders or Service" (Please Print)	Nate Conroy
Phone Number: (Please Print)	402-202-3174

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Mowing of Median Boulevard Areas  
and Park Turf within South Lincoln  
Quote No. 4444**

**Green Touch Grounds & Landscaping, Inc.  
7259 Nolan Road  
Lincoln, NE 68512  
(402)202-3174**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **Green Touch Grounds & Landscaping, Inc., 7259 Nolan Road, Lincoln, NE 68512**, 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 **Mowing of Median Boulevard Areas and Park Turf within South Lincoln, Quote No. 4444** 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 full proposal**

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:

**City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, for an estimated sum of \$18,995.00, 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.**

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 one (1) year term, with option to renew for three (3) additional one (1) year terms.
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
  5. Instructions to Bidders
  6. Insurance Requirements
  7. 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.

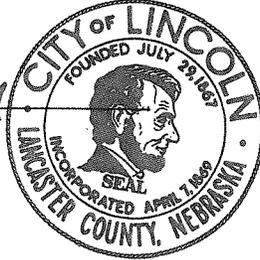
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

*Teresa J. Meier*



CITY OF LINCOLN, NEBRASKA

Parks and Recreation Director

*Lynn Johnson*

Approved by Directorial Order

09432

dated

*6/11/12*

6-11-13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

*Green Touch Grounds & Landscaping, Inc.*  
Name of Corporation

*7259 Nolan Road Lincoln, NE 68512*  
(Address)

By: \_\_\_\_\_  
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	
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	4444	Department	Purchasing	Department	
Title	Mowing of Median Boulevard Areas and Park Turf Within South Lincoln	Building	Suite 200	Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	04/23/2013	Telephone	(402) 441-7428	Telephone	
Close Date	4/29/2013 12:00:00 PM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

## Supplier Information

Company	Green Touch Grounds & Landscaping, Inc.
Address	7259 nolan road  lincoln, NE 68512
Contact	Nathan Conroy
Department	
Building	
Floor/Room	
Telephone	1 (402) 202-3174
Fax	1 (402) 421-9503
Email	nconroy@neb.rr.com
Submitted	4/29/2013 7:25:08 AM CT
Total	\$1,975.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

## Bid Activities

Date	Name	Description
4/25/2013 2:30:00 PM	Pre-Bid Meeting	Pre-Bid Meeting to be held at the Lincoln Parks and Recreation Office, located at 2740 "A" Street, Lincoln, NE at 2:30 PM

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Nathan Conroy
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. .  ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO  (b) Are your bid prices subject to escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	yes
9	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
10	References	Reference list indicating past and current commercial landscape maintenance clients within the last five (5) years, applicable service dates, maintenance performed, contact person, company name and telephone number on company letterhead.	Yes
11	Equipment List	Please provide a list of your equipment.	5- 60" commercial mowers (2 with baggers) 5- 48" commercial mowers 1 - Riding fertilizer spreader Numerous line trimmers and blowers 300 gallon and 50 gallon tank sprayers 4- commercial trucks 4- equipment trailers
12	Personnel	Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience	Nathan Conroy - 12 Years Scott Conroy - 5 Years Jeremy Conroy -5 Years Ryan Leffler - 5 Years
13	Qualification Statement	Please provide a Qualifications Statement.	Green Touch has vast experience in commercial turf maintenance. We are a professional, honest, reliable contractor who takes pride in the work performed and have great respect for all clients property.

- |    |                                |   |  |
|----|--------------------------------|---|--|
| 14 | Nebraska Pesticide License     | I acknowledge that I have attached a copy of the applicator's license in the Bidder's Response Attachment Section of the Bid.   | Yes  |
| 15 | Safety Training Procedures     | State your firm's employee training and safety procedures.  | All employees are trained on operation and safety of all equipment used in daily work duties. Training of equipment use is done with a off site hands on approach as well as reading and understanding of all operating manuals. |
| 16 | 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  |
| 17 | Electronic Signature           | Please check here for your electronic signature.  | Yes  |

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## Line Items

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#	Qty	UOM	Description	Response
1	1	Mowing	Zone 1 - Mowing as per the specifications	\$470.00
			Item Notes:   Additional mowing's if requested, shall be priced at the per mow price.	
			Supplier Notes:	
2	1	Application	Zone 1 - Fertilization as per the specifications, section 11.	\$315.00
			Item Notes:	
			Supplier Notes:	
3	1	Application	Zone 1 - Pre-Emergent/Herbicide as per the specifications, section 11 and 12.	\$315.00
			Item Notes:   Additional applications if requested, shall be priced at the per application price.	
			Supplier Notes:	
4	1	Mowing	Zone 2 - Mowing as per the specifications	\$135.00
			Item Notes:   Additional mowing's if requested, shall be priced at the per mow price.	
			Supplier Notes:	
5	1	Application	Zone 2 - Fertilization as per the specifications, section 11.	\$110.00
			Item Notes:	
			Supplier Notes:	
6	1	Application	Zone 2 - Pre-Emergent/Herbicide as per the specifications, section 11 and 12.	\$110.00
			Item Notes:   Additional applications if requested, shall be priced at the per application price.	
			Supplier Notes:	
7	1	Mowing	Zone 3 - Mowing as per the specifications	\$20.00
			Item Notes:   Additional mowing's if requested, shall be priced at the per mow price.	
			Supplier Notes:	
8	1	Application	Zone 3 - Fertilization as per the specifications, section 11.	\$20.00
			Item Notes:	
			Supplier Notes:	

9	1	Application	Zone 3 - Pre-Emergent/Herbicide as per the specifications, section 11 and 12.	\$20.00
Item Notes:  Additional applications if requested, shall be priced at the per application price.				
Supplier Notes:				
10	1	Mowing	Zone 4 - Mowing as per the specifications	\$20.00
Item Notes:  Additional mowing's if requested, shall be priced at the per mow price.				
Supplier Notes:				
11	1	Application	Zone 4 - Fertilization as per the specifications, section 11.	\$20.00
Item Notes:				
Supplier Notes:				
12	1	Application	Zone 4 - Pre-Emergent/Herbicide as per the specifications, section 11 and 12.	\$20.00
Item Notes:  Additional applications if requested, shall be priced at the per application price.				
Supplier Notes:				
13	1	Mowing	Zone 5 - Mowing as per the specifications	\$30.00
Item Notes:  Additional mowing's if requested, shall be priced at the per mow price.				
Supplier Notes:				
14	1	Application	Zone 5 - Fertilization as per the specifications, section 11.	\$25.00
Item Notes:				
Supplier Notes:				
15	1	Application	Zone 5 - Pre-Emergent/Herbicide as per the specifications, section 11 and 12.	\$25.00
Item Notes:  Additional applications if requested, shall be priced at the per application price.				
Supplier Notes:				
16	1	Mowing	Zone 6 - Mowing as per the specifications	\$20.00
Item Notes:  Additional mowing's if requested, shall be priced at the per mow price.				
Supplier Notes:				

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17	1	Mowing	Zone 7 - Mowing as per the specifications	\$40.00
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Item Notes: <br> Additional mowing's if requested, shall be priced at the per mow price.

Supplier Notes:

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18	1	Mowing	Zone 8 - Mowing as per the specifications	\$60.00
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Item Notes: <br> Additional mowing's if requested, shall be priced at the per mow price.

Supplier Notes:

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19	1	Mowing	Zone 9 - Mowing as per the specifications	\$200.00
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Item Notes: <br> Additional mowing's if requested, shall be priced at the per mow price.

Supplier Notes:

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Response Total:	\$1,975.00
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**NATHAN J CONROY  
7259 NOLAN ROAD  
LINCOLN, NE 68512**

**Applicator ID  
NEB 082476**

**License Type  
Commercial**

**Commercial or Noncommercial Categories  
04**

**Licensed Thru  
4/15/2015**

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

**B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

#### **4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

#### **5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

#### **6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

## **Mowing Of Median Boulevard Areas and Park Turf Within South Lincoln**

### **1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 The City desires to retain a landscape contractor(s) to mow median boulevard areas and park turf within South Lincoln.
- 1.2 The term of the agreement shall be for the 2013 season upon contract execution through October 13, 2013, with options to renew for three (3) additional one (1) year terms upon mutual consent of both City and Contractor.
  - 1.2.1 The remaining renewal opportunities shall be from April 8<sup>th</sup> through April 7<sup>th</sup>.
    - 1.2.1.1 The mowing seasons shall remain the same for the first through third renewal periods.
      - 1.2.1.1.1 Seasons shall be April 8<sup>th</sup> through October 15<sup>th</sup>.
  - 1.2.2 This first original contract period does not include the start-up Pre-Emergent application as this service has been completed.
    - 1.2.2.1 Renewal terms will require these services.
  - 1.2.3 Contract shall start with mowing services.
- 1.3 The attached sample agreement and area maps serve as specifications, and describes the obligations of the City and Contractor.
- 1.4 Bidders shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.5.2.1 Failure to comply with this directive may result in Vendor bid being rejected.

### **2. AGREEMENT AND INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of bid(s), the Contractor(s) must execute a written agreement between the Contractor and the City.
- 2.2 Also within such time period, the Contractor must furnish with the agreement a certificate of insurance in accordance with the requirements specified in the agreement.
  - 2.2.1 Contractor shall provide general liability insurance in the amount of \$1,000,000 combined single limit for property damage and personal injury.
  - 2.2.2 Contractor shall name the City as an additional Insured as pertains to the performance of mowing services for the term of the Agreement.
  - 2.2.3 The insurance policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of this Agreement.
  - 2.2.4 The Contractor shall provide Workers Compensation Insurance for any employees of Contractor who perform any work under this Agreement.
  - 2.2.5 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
- 2.3 All certificates of insurance shall be filed with the City on the standard ACORD CERTIFICATE OF INSURANCE form, showing the specific limits of insurance and coverage
- 2.4 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

### **3. QUALIFICATION OF BIDDERS, BIDDING PROCEDURE AND AWARD OF BID**

- 3.1 Bidder and bidder's employees shall have a minimum of three (3) years experience in commercial landscaping/mowing maintenance.
- 3.2 Bidders shall submit the following information in the attributes portion of the Bid or attach documents in the Bidders Response Attachment Section of the Bid.

- 3.2.1 A listing of equipment to be used in the performance of this Agreement.
  - 3.2.1.1 At a minimum, equipment shall include the following:
    - 3.2.1.2 Two (2) riding mowers with minimum of 48 inch mower decks.
    - 3.2.1.3 Minimum of two (2) string trimmers
    - 3.2.1.4 Adequate transport equipment
    - 3.2.1.5 One (1) of the riding mowers shall be equipped with a bagger.
    - 3.2.1.6 A listing of at least three (3) commercial references, including company name, contact person and phone number, for past three (3) years and current mowing contracts of similar size and capacity.
    - 3.2.1.7 A listing of personnel who will be involved in the performance of this agreement, and their related commercial property maintenance experience.
    - 3.2.1.8 A statement as to your firm's employee training and safety procedures.
    - 3.2.1.9 A copy of the Nebraska commercial pesticide licence of person performing all applications.
- 3.3 In addition to price in the award of bid, the City may give consideration to:
  - 3.3.1 The City chooses to have one (1) contractor for all zones.
  - 3.3.2 Skill, capacity and experience of bidder and bidder's employees to perform the contract to the satisfaction of the City.
  - 3.3.3 The City may make an investigation necessary to determine the ability of a bidder to perform in accordance with the specifications for contract mowing services and the requirements of the contract agreement which may include, but not be limited to an inspection of mowing equipment and site visits at previous commercial experience locations.

**SAMPLE AGREEMENT  
MOWING OF MEDIAN BOULEVARD AREAS AND PARK TURF  
WITHIN SOUTH LINCOLN**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and the CITY OF LINCOLN, NEBRASKA, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and median areas and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing of median boulevard turf areas in a timely manner, it is then necessary to acquire additional resources for the purposes of mowing such turf.

WHEREAS, it is the purpose of this Agreement to provide for the Contractor to perform such turf mowing services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf mowing services as herein set forth during the 2013 mowing season between April 7 (or upon contract execution for the original contract year) and October 13, 2013.
2. The Agreement may, by mutual consent, be renewed for three (3) additional one (1) year terms at the prices indicated in Section 1.2.
3. Turf mowing services shall be performed at the following rates per mowing for the term of this Agreement:

		Per Mow	Per App Fertilization	Per App. Pre-emergent
3.1.	Zone 1	\$ _____	\$ _____	\$ _____
3.2	Zone 2	\$ _____	\$ _____	\$ _____
3.3	Zone 3	\$ _____	\$ _____	\$ _____
3.4	Zone 4	\$ _____	\$ _____	\$ _____
3.5.	Zone 5	\$ _____	\$ _____	\$ _____
3.6	Zone 6	\$ _____		
3.7	Zone 7	\$ _____		
3.8	Zone 8	\$ _____		
3.9	Zone 9	\$ _____		

- \* Subject to renewal by mutual consent
- \* Subject to additional mows by mutual consent.

4. Park and street median boulevard turf areas requiring mowing include a collective area of approximately 16.85 acres consisting of 43 boulevard areas and three (3) parks ranging in size from approximately 1,200 square feet to 51,000 square feet.
  - 4.1 Areas to be mowed under the provision of this agreement include the following list.
    - 4.1.1 Refer to area map attached to this agreement.

- 4.2 Zone 1 (Approximately 11.88 acres)
    - 4.2.1 Stratford Avenue between 27<sup>th</sup> Street and Rathbone Road.
    - 4.2.2 Sheridan Boulevard between South Street and 33<sup>rd</sup> Street.
      - 4.2.2.1 This does not include the first Island east of 27<sup>th</sup> on Sheridan)
    - 4.2.3 Manse Avenue between Bradfield Drive and Van Dorn Street.
    - 4.2.4 Woodscrest Avenue.
    - 4.2.5 Woodsdale Boulevard between 24<sup>th</sup> Street and 27<sup>th</sup> Street.
    - 4.2.6 Island at intersection of Winthrop Road and Colonial Drive.
    - 4.2.7 Bradfield Drive between South Street and 27<sup>th</sup> Street.
    - 4.2.8 24<sup>th</sup> Street between Lake Street and High Street.
    - 4.2.9 Van Manse Park – N.W. corner of Van Dorn & Manse Ave.
  - 4.3 Zone 2 (Approximately 3.51 acres)
    - 4.3.1 Sheridan Blvd. between 33<sup>rd</sup> Street and Calvert Street
    - 4.3.2 Roundabout at 33<sup>rd</sup> and Sheridan
    - 4.3.3 Roundabout at 40<sup>th</sup> and Sheridan
  - 4.4 Zone 3, (Approximately .44 acres)
    - 4.4.1 27<sup>th</sup> and Hwy. 2 N.W. corner on 27<sup>th</sup>
  - 4.5 Zone 4, (Approximately .4 acres)
    - 4.5.1 Stransky Park – 26 mows – bag clippings
  - 4.6 Zone 5, (Approximately .73 acres)
    - 4.6.1 Pocras Park
  - 4.7 Zone 6, (Approximately .3 acres)
    - 4.7.1 South 20<sup>th</sup> Street and Euclid
    - 4.7.2 Maple Lodge
  - 4.8 Zone 7, (Approximately .19 acres)
    - 4.8.1 19<sup>th</sup> & "A" Street Median and near South Park
  - 4.9 Zone 8, (Approximately 1.24 acres)
    - 4.9.1 Kontras Park
    - 4.9.2 Near South Cotner Blvd. And Aldrich Road
  - 4.10 Zone 9, (Approximately 1.34 acres)
    - 4.10.1 East "O" Street, 70<sup>th</sup> to 84<sup>th</sup> Streets
5. Work in zones 1, 2, 3 shall involve at least 21 weekly mowings and trimming, zones 4 and 5 shall require 26 weekly mowings and trimmings, zones 6, 7, 8 shall require 12 mowings and trimmings which shall be every other week and zone 9 shall be mowed and trimmed 6 times mowed only for 6 times during the term of this Agreement.
- 5.1 All work shall be coordinated with the Parks Coordinator or his/her designated representative.
  - 5.2 Each mowing, weather permitting, shall be performed weekly between the hours of 7:00 a.m. and 7:00 p.m. during a two (2) day period with Thursday-Fridays preferred.
    - 5.2.1 All obstacles, plantings and curbs shall be string trimmed within one (1) day after the mowing is performed.
      - 5.2.1.1 String trimmed areas shall not exceed the mowing height.
  - 5.3 Mowing height guidelines are as follows:
    - 5.3.1 Spring and Fall 2 ½ inches
    - 5.3.2 Summer 3 inches
  - 5.4 Grass clippings shall not be left in windrows.
    - 5.4.1 Grass clippings shall not be blown into streets or onto street curbs.
    - 5.4.2 Grass clippings shall be dispersed, or removed and properly disposed of.
    - 5.4.3 Cost of removal and disposal shall be included in the mowing price.
    - 5.4.4 Grass clippings shall be bagged and disposed of for all 26 mows at Stransky Park and Pocras Park.
  - 5.5 The Contractor shall protect all existing plant material on-site and will be held liable for replacement of any or all damaged landscape resulting from damage during contract maintenance.
  - 5.6 The Contractor shall protect all existing water boxes/hookups on-site and will be held liable for repair or replacement of any or all resulting from damage during contract maintenance.
6. Equipment for the performance of this Agreement shall be furnished by the Contractor.
7. Contractor's employees shall be fully trained in commercial turf mowing and in the safe

- operation of Contractor's mowing and transport equipment.
8. Contractor shall submit to the Parks Operations Coordinator or duly recognized representative **MONTHLY INVOICES BY ZONE ITEMIZED FOR EACH MOWING**.
  9. The Contractor is an independent Contractor for the purposes of the Agreement, and neither the Contractor nor Contractor's employees or agents shall be considered for any purpose to be employees of the City.
  10. Contractor shall provide general liability insurance in the amount of \$1,000,000 combined single limit for property damage and personal injury.
    - 10.1 Contractor shall name the City as an additional Insured as pertains to the performance of mowing services for the term of the Agreement.
    - 10.2 The insurance policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of this Agreement.
    - 10.3 The Contractor shall provide Workers Compensation Insurance for any employees of Contractor who perform any work under this Agreement.
    - 10.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
  11. The Contractor shall be responsible for applications of pre-emergent herbicides in the spring which shall include dimension herbicide at the rate of 2/10 of a pound per acre when ground temperature reaches 55 degrees.
  12. The Contractor shall also be responsible for applying one (one) pound of slow-release nitrogen per 1,000 square feet on all turf areas, in the spring (mid-April).
    - 12.1 MSDS sheets must be provided (faxed) to Parks at (402) 441-5537 and approved prior to application.
  13. The scope of these specifications is to describe performance levels for landscape turf mowing and for maintaining medians free of litter and weeds.
    - 13.1 At no time may litter be mowed over.
    - 13.2 All litter shall be picked up prior to mowing.
  14. 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.
    - 14.1 Contractor shall comply with the provision of Chapter 11.08 of the Lincoln Municipal Code.
  15. In determining the low responsible bid(s), consideration may be given to ability, capacity, efficiency, integrity and skill of the bidder to comply with the specifications and perform the work required by the Contractor, as determined from the quality of the bidder's performance of previous work.
  16. The duration of the resulting Agreement will be from the time the successful bidder(s) signs a contract with the City of Lincoln until the time when all contract obligations have been completely and satisfactorily fulfilled.
    - 16.1 Bid prices in response to this solicitation will be firm for the full term of the Contract Agreement.
  17. This Agreement may be cancelled by either party hereto at any time during the term of the Agreement upon thirty (30) days written notice.
  18. **ASSIGNMENT**  
This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
  19. **GOVERNING LAW**  
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

**PURCHASING DEPARTMENT  
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

**3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

Zone 1

1. The City of Lincoln Parks & Recreation Department is seeking proposals for the maintenance of the following areas of the City of Lincoln Parks & Recreation Department. The work to be performed includes the following:

Zone 2

1. The City of Lincoln Parks & Recreation Department is seeking proposals for the maintenance of the following areas of the City of Lincoln Parks & Recreation Department. The work to be performed includes the following:

Zone 3

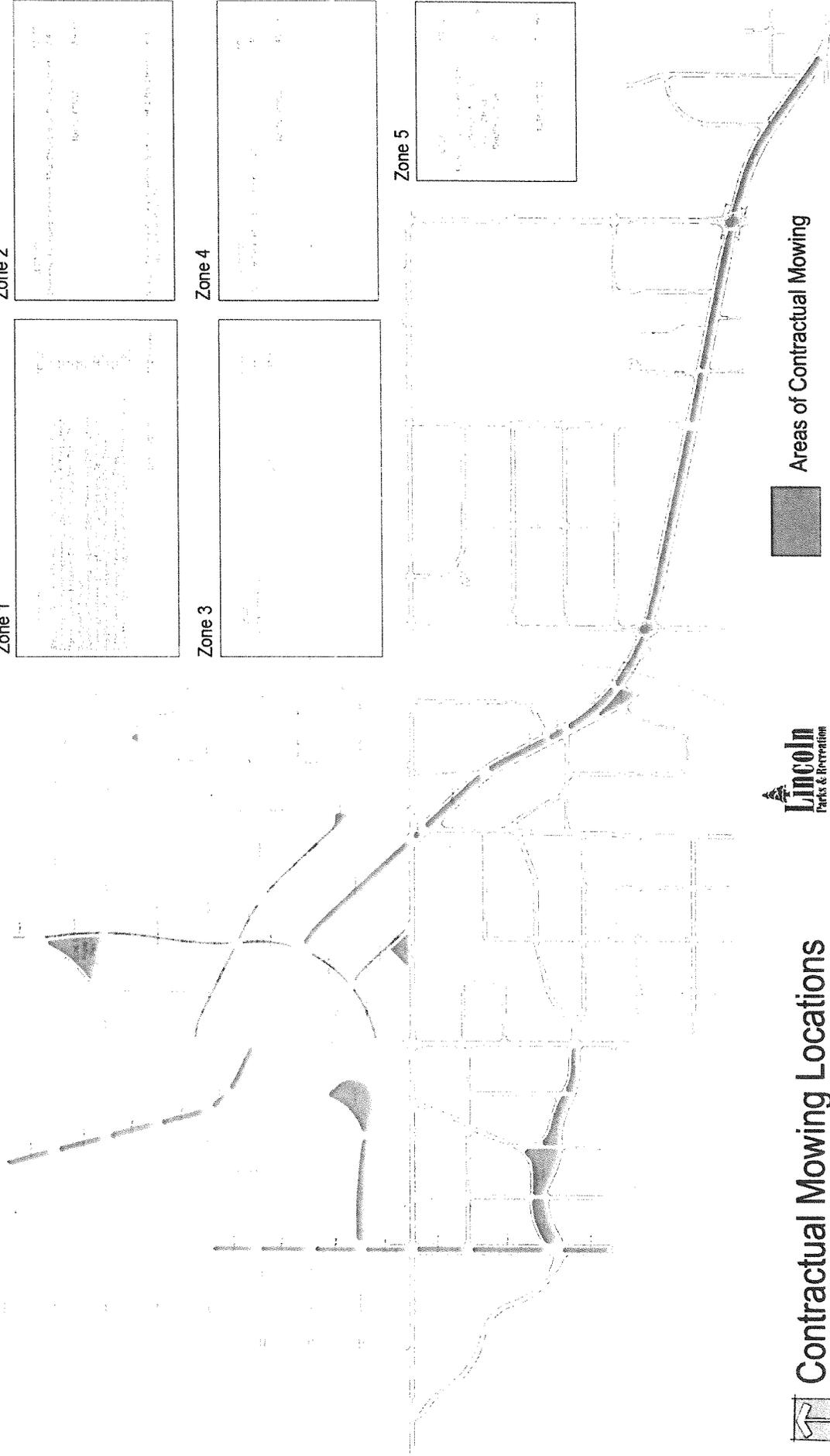
1. The City of Lincoln Parks & Recreation Department is seeking proposals for the maintenance of the following areas of the City of Lincoln Parks & Recreation Department. The work to be performed includes the following:

Zone 4

1. The City of Lincoln Parks & Recreation Department is seeking proposals for the maintenance of the following areas of the City of Lincoln Parks & Recreation Department. The work to be performed includes the following:

Zone 5

1. The City of Lincoln Parks & Recreation Department is seeking proposals for the maintenance of the following areas of the City of Lincoln Parks & Recreation Department. The work to be performed includes the following:



# Contractual Mowing Locations



Areas of Contractual Mowing

# Zone 3

.44 Acres

 Areas of Contractual Mowing

S. 27TH ST.

NEBRASKA HIGHWAY NO.2

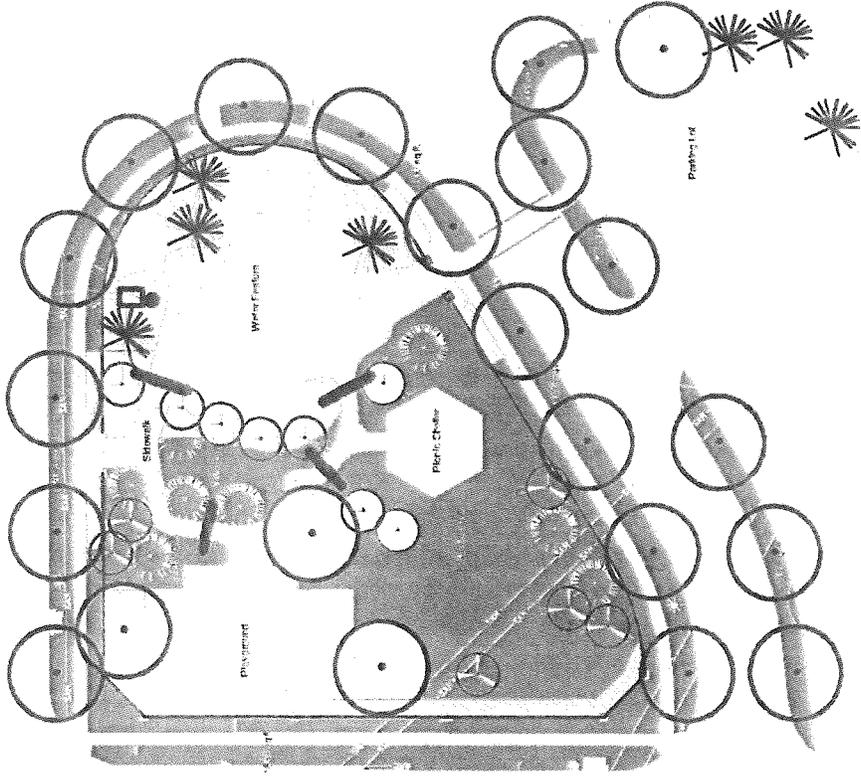


Contractual Mowing Locations

Water Features  
Mower Location

Design Date

# ZONE 4



Perimeter Areas  
Emphasis Area

Perimeter Areas (Top)

TOTAL 48 acres of turf to mow



Areas of Contractual Mowing

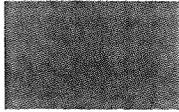
LEGEND

LOCATION MAP - Not to scale

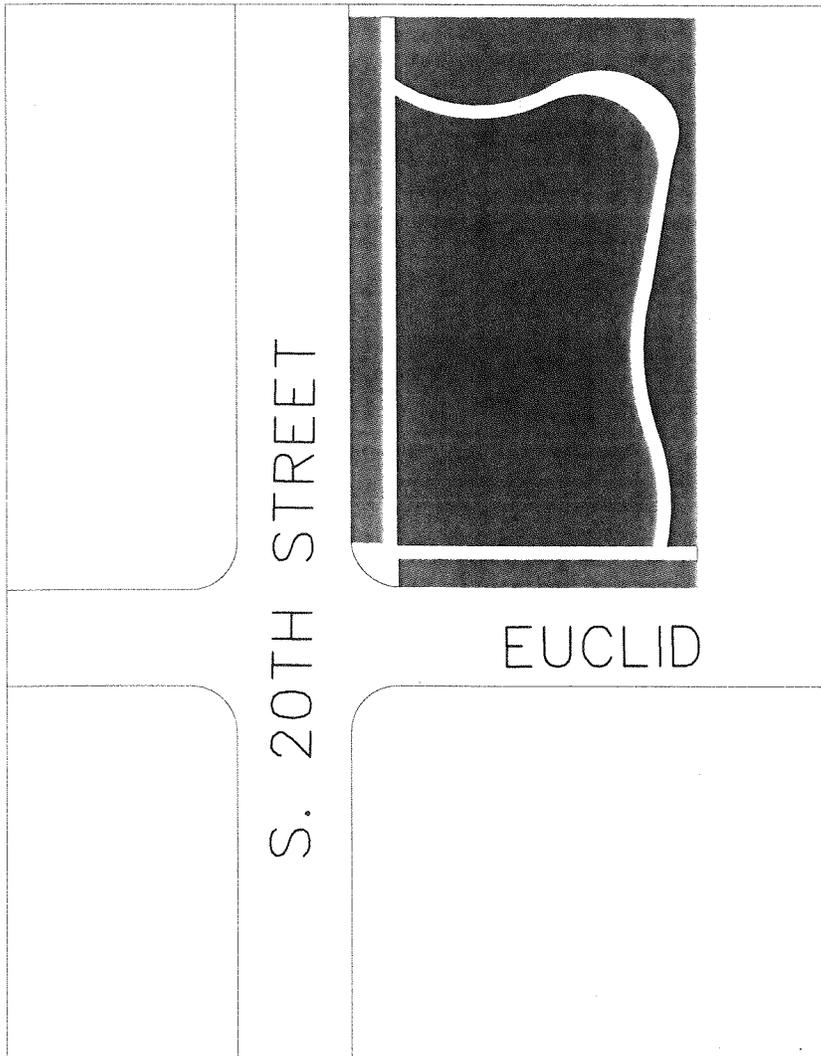
# Zone 6

MAPLE LODGE

.3 Acres



Areas of Contractual Mowing



Contractual Mowing Locations

# Zone 7

19th & A Median & Near South Park

.43 Acres

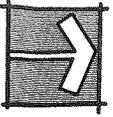
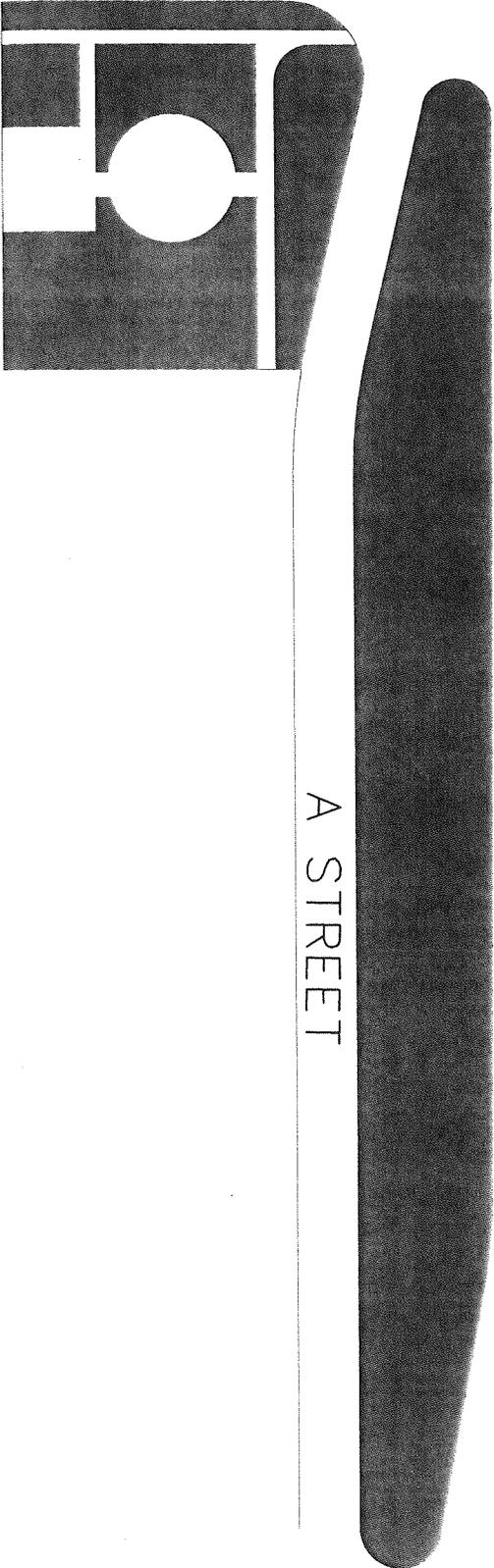


Areas of Contractual Mowing

S. 19TH STREET

A STREET

S. 20TH STREET



Contractual Mowing Locations

# Zone 8

KONTRAS PARK

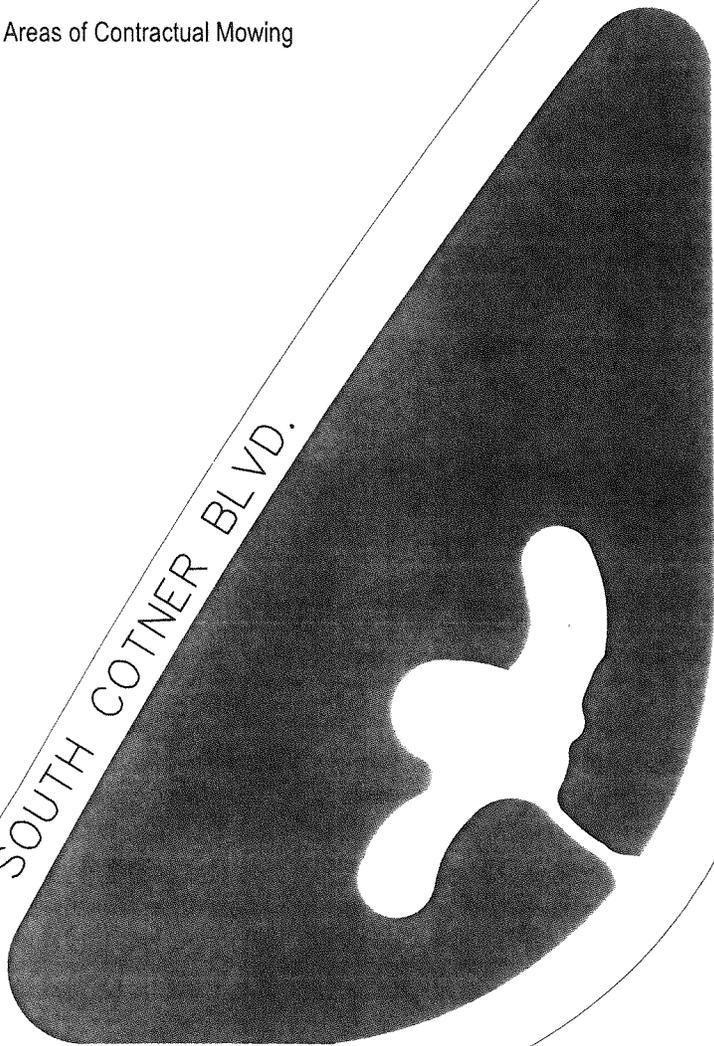
1.24 Acres



Areas of Contractual Mowing

SOUTH COTNER BLVD.

ALDRICH ROAD



Contractual Mowing Locations

# Zone 9

East O Street - 70th - 84th Streets  
1.34 Acres

Areas of Contractual Mowing



S. 70TH STREET

O STREET

S. 84TH STREET

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

**4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES AND GUARANTEES**

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

**17. EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. LIVING WAGE**

- 19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

**20. INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

**21. EXECUTION OF AGREEMENT**

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. **PURCHASE ORDER**, unless otherwise noted.
1. This contract shall consist of a City of Lincoln Purchase Order.
  2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
  4. Upon approval and signature, the City will return one copy to the successful Bidder.

**22. TAXES AND TAX EXEMPTION CERTIFICATE**

- 22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**23. CITY AUDIT ADVISORY BOARD**

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

**24. E-VERIFY**

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder 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 winning bidder 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 winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).