

**SERVICE AGREEMENT FOR
TURF MAINTENANCE AND SPRAYING OF WEEDS
FOR FIRE TRAINING FACILITY
LOCATED AT 300 SOUTH STREET
QUOTE 2176**

This agreement, made this 20 day of May, 2008, by and between Big Red Lawn Care, 11101 NW 126th, Malcolm, NE 68402, hereinafter referred to as Contractor, and the **City of Lincoln, Nebraska**, a body corporate and public, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over facilities grounds, building structures, streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing turf areas in a timely manner or when it is not an efficient use of City staff, it is then necessary to acquire additional resources for the purpose of maintaining turf.

WHEREAS, it is the purpose of this agreement to provide for the Contractor to perform such maintenance services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf maintenance and weed spraying at Lincoln Fire Training Facility located at 300 South Street, Lincoln, NE, 68502, as herein set forth during the 2008 mowing season between **April 17, 2008 and November 3, 2008**.
2. The agreement may, by mutual consent, be renewed for two (2) additional one (1) year terms at the prices indicated below.
3. Turf area requiring mowing applications include a collective area within the vacant lot. (Refer to area map attached to this agreement).
4. Work shall involve mowing every three weeks unless requested more frequent mowing during the term of this agreement.
 - 4.1 All work shall be coordinated with the Fire Department or his designated representative.
 - 4.2 The period of time between mowings is intended to be every three weeks unless requested more frequently with a 48 hours notice, due to weather conditions.
 - 4.2.1 Fire Department shall contact the Contractor for mowing schedule adjustments during extended periods of inclement weather.
 - 4.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm.
 - 4.4 All obstacles shall be string trimmed on the same day that mowing is performed.
 - 4.4.1 String Trimmed areas shall not exceed the established mowing height.
 - 4.4.2 Trimming shall be performed around trees, light posts, sign posts, curbs, fences, box cars and facility structures.
 - 4.4.3 Contractor shall take caution as not to damage the trunks of trees.
 - 4.5 Grass clippings shall be mulched and evenly dispersed so that they are not left in wind rows.
 - 4.5.1 Grass shall not be blown into streets or onto sidewalks.
 - 4.5.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.

5. Equipment used in the performance of this Agreement shall be furnished by the contractor.
 - 5.1 The following is a list of the Contractor's equipment to be utilized.
 - 5.1.1 Mowers: 2" 52" 60" 72"
 - 5.1.2 Trimmers: String trimmer Shindawari
 - 5.1.3 Collection Equipment: _____
 - 5.1.4 Transport Equipment: _____
 - 5.2 All equipment must be well maintained and in a good safe operating condition.
 - 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs.
6. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.
7. Turf maintenance services shall be performed at the following rates for the term of the agreement.
 - 7.1 Total Per Mowing \$ 65.00
 - 7.2 Total Per Spraying of Weeds \$97.50
 - 7.2 Contractor shall submit to the Fire Department monthly invoices itemizing the services invoiced.
8. 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.
9. Contractor shall provide general liability insurance in the amounts of \$1,000,000 combined single limit for property damage and personal injury.
 - 9.1 Contractor shall name the City as "Additional Insured" as pertains to the performance of services for the term of the Agreement.
 - 9.2 The insurance policy shall insure the City from any demands, claims, causes of action at law or in equity resulting from performance of this Agreement.
 - 9.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who perform any work under this agreement.
 - 9.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
10. 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.
 - 10.1 Contractor shall comply with the provisions of chapter 11.08 of the Lincoln Municipal Code.
11. This Agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this E 20 day of MAY 2008.

ATTEST

Jan E. Rouse
City Clerk



City of Lincoln, Nebraska

Mal Rouse
Mayor Fire Chief

CONTRACTOR

Big Red Lawn Care, Inc.
Company Name

1101 N.W. 126th
Street Address / P.O. Box

Lincoln NE 68402
City State Zip Code

[Signature]
By: Authorized Signature

Chris Omscheid
Print Name Title



Contractor is responsible to mow inside larger black outlined area (anything green and growing). Spray 1 ft. out along fence line, around building and box car area.

300 South St

300 South St, Lincoln, RI 02502

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze Buyer	Address	Purchasing\City & County	Address
Email			440 S. 8th St.	
Phone	1 (402) 441-7416		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Tom Kopplin Asst. Purchasing Agent	
Bid Number	2176	Department		Department
Title	Mowing at Fire Station 14 and South Street Maintenance Shop	Building		Building
Bid Type	Quote			Floor/Room
Issue Date	03/24/2008	Floor/Room		Telephone
Close Date	3/31/2008 11:00:00 AM CST	Telephone	1 (402) 441-7414	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	tkopplin@lincoln.ne.gov	

Supplier Information

Company	Big Red Lawn Care, Inc.
Address	11101 N.W.126th
	Malcolm, NE 68402
Contact	Chris Olmscheid
Department	
Building	
Floor/Room	
Telephone	1 (402) 540-8300
Fax	1 (402) 796-2531
Email	colmscheid@neb.rr.com
Submitted	3/31/2008 9:47:58 AM CST
Total	\$225.00

Signature

Supplier Notes

We did these locations last year. We never did any spraying. If spraying is wanted please inquire with us.

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

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	Electronic Signature	Please check here for your electronic signature.	Yes
3	Affirmative Action	I acknowledge reading and understanding the Affirmative Action Policy.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	Chris Olmscheid
7	Sample Contract Agreement	I acknowledge reading and understanding the sample agreement	y
8	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes
9	Aerial Photos	I acknowledge viewing and understanding the Aerial Photos of the mowing areas.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Cost is per each mowing, trimming and spraying at Lincoln Fire Training Facility located at 300 South Street. Mowing will be done on a three week interval unless vendor is called for more frequent mowings. Term of the agreement shall be for the 2008 mowing season from April 2008 through October 2008 with the option to renew for two additional one year terms at the prices being bid.	\$65.00

Item Notes: Contact Dennis or Mark to view area to be mowed at 441-7040.

Supplier Notes: Price for spraying if wanted: \$ 97.50

2	1	EA	Cost is per each mowing and trimming at Fire Station 14 located at 5345 NW 1st Street. Mowing will be done on a three week interval unless vendor is called for more frequent mowings. Mowing period is for the 2008 mowing season. Term of the agreement shall be for the 2008 mowing season from April 2008 through October 2008 with the option to renew for two additional one year terms at the prices being bid.	\$160.00
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Item Notes: Contact Kim to view area to be mowed at 441-8356

Supplier Notes:

Response Total: \$225.00
