AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES, NO. 48TH STREET BEING ADAMS TO HUNTINGTON
QUOTE NO. 2888
FINAL RENEWAL

This Amendment is hereby entered into on this 22 day of March, 2013 by and between **Urban Trail Gardens, 955 South 4th Street, Lincoln, NE 68508** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 12, 2010** under D. O. No. **03874**, (the "Agreement"), for **The Annual Requirements for Landscape Maintenance Services, No. 48th Street being Adams to Huntington, Quote No. 2888**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 12, 2010 thru May 11, 2011**, 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 extend the agreement for an additional one (1) year term beginning **May 12, 2013 thru May 11, 2014**; and

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

1) The term of the Agreement shall be from **May 12, 2013 thru May 13, 2014.**
2) 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 18 day
of March, 2013

Parks & Recreation Director

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

Executed this 18 day of March, 2013

Company Name: (PLEASE PRINT)	Urban Trail Gardens
By: (PLEASE PRINT)	Ron Harvey
By: (PLEASE SIGN)	Ron Harvey
Title:	Owner
Company Address: (PLEASE PRINT)	955 S. 4th St., Lincoln, NE 68508
Company Phone & Fax: (PLEASE PRINT)	402-742-4058
E-Mail Address: (PLEASE PRINT)	info@urbantrailgardens.com

AMENDMENT TO AGREEMENT FOR QUOTE NO. 2888 FOR THE ANNUAL REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES, NO. 48TH STREET BEING ADAMS TO HUNTINGTON - SECOND RENEWAL

This Amendment is hereby entered into on this 19th day of April, 2012 by and between **Urban Trail Gardens, 955 South 4th Street, Lincoln, NE 68508** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 12, 2010**, under D. O. No. **03874**, (the "Agreement"), for **The Annual Requirements for Landscape Maintenance Services, No. 48th Street being Adams to Huntington, Quote No. 2888**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 12, 2010 thru May 11, 2011**, with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **May 12, 2012 thru May 11, 2013**; and

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

1) The term of the Agreement shall be from **May 12, 2012 thru May 11, 2013.**
2) 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 16 day of April 2012

Parks & Recreation Director

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

Executed this 4 day of April, 2012

Company Name: (PLEASE PRINT)	Urban Trail Gardens
By: (PLEASE PRINT)	Ron Harvey
By: (PLEASE SIGN)	Ron Harvey
Title:	Owner
Company Address: (PLEASE PRINT)	955 S. 4th St., Lincoln, NE 68508
Company Phone & Fax: (PLEASE PRINT)	402-742-4058
E-Mail Address: (PLEASE PRINT)	ron@urbantrailgardens.com

Amendment to Agreement for Annual Requirements for Landscape Maintenance Service North 48th Street Being Adams to Huntington Quote 2888

05464

This Amendment is hereby entered into on this 29 day of March, 2011, by and between **Urban Trail Gardens, 955 South 4th Street, Lincoln, NE 68508** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 12, 2010**, under D.O. No. **03874**, (the "Agreement"), for **The Annual Requirements for Landscape Maintenance Service - North 48th Street Being Adams to Huntington, Quote 2888**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 12, 2010 thru May 11, 2011,** with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term (1st Renewal) beginning **May 12, 2011 thru May 11, 2012**; and

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

1) The renewal of the term of the Agreement shall be from **May 12, 2011 thru May 11, 2012.**
2) 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 10 day
of March 2011

Parks & Recreation Director

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

Dated 3/11/2011

Company Name: (PLEASE PRINT)	Urban Trail Gardens
By: (PLEASE PRINT)	Ron Harvey
By: (PLEASE SIGN)	Ron Harvey
Title:	Owner
Company Address: (PLEASE PRINT)	955 S. 4th St., Lincoln, NE 68508
Company Phone & Fax: (PLEASE PRINT)	402-742-4058
E-Mail Address: (PLEASE PRINT)	ron@urbantrailgardens.com

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
LANDSCAPE MAINTENANCE SERVICE
NORTH 48TH STREET
BEING
ADAMS TO HUNTINGTON
QUOTE 2888

URBAN TRAIL GARDENS
RON HARVEY
955 SOUTH 4TH STREET
LINCOLN, NE 68508

(402)-742-4058

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2010, by and between **Urban Trail Gardens, 955 South 4th Street, Lincoln, NE 68508**, 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 **Annual Requirements for Landscape Maintenance Service, North 48th Street being Adams to Huntington, Quote 2888**
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 with approximate cost of $6,000.00 yearly

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 the **Annual Requirements for Landscape Maintenance Service, North**

48th Street being Adams to Huntington.

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 one (1) year with the option to renew for three (3) additional one (1) year terms from the date of execution by both parties.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Instructions to Bidders
   2. Insurance Requirements
   3. Accepted Proposal/Response
   4. Contract Agreement
   5. Specifications
   6. Special Provisions, if applicable
   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.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Joan E. Ross

City Clerk

CITY OF LINCOLN, NEBRASKA

Public Works Director

Parks & Recreation Director

Approved by Directorial Order 03874

dated 3/24/10 5/12/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

_____
Name of Corporation

_____
(Address)

By:_____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Urban Trail Gardens
Name of Organization

LLC
Type of Organization

955 S. 4th St., Lincoln
(Address)

By: Ronnie Harvey
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	Shelly Hinze Buyer	Address	440 S. 8th St.	Address	
Email					
Phone	1 (402) 441-8313		Lincoln, NE 68516		
Fax	1 (402) 441-6513	Contact	Shelly Hinze Buyer	Contact	
			Purchasing		
Bid Number	2888	Department		Department	
Title	Annual Requirements for Landscape Maintenance Service, North 48 Street, being Adams to Huntington	Building	Suite 200	Building	
		Floor/Room		Floor/Room	
Bid Type	Quote	Telephone	1 (402) 441-8313	Telephone	
Issue Date	02/02/2010	Fax	1 (402) 441-6513	Fax	
Close Date	2/5/2010 2:00:00 PM CST	Email	rhinze@lincoln.ne.gov	Email	
Need by Date					

Supplier Information

Company	Urban Trail Gardens
Address	955 S. 4th St.
	Lincoln, NE 68508
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 742-4058
Fax	
Email	info@urbantrailgardens.com
Submitted	2/3/2010 9:12:39 AM CST
Total	$5,720.00

Signature _____

Supplier Notes

Bid Notes

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes

2	Appdendix	I acknowledge reading and understanding the Appdendix 1 - 4	Y
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) YES (b) NO
9	Documents	I acknowledge attaching my documents per Section 3.2	Y
10	Contact	Name of person submitting this bid:	Ron Harvey
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Annual Spring Maintenance	$900.00
	Item Notes:			
	Supplier Notes:			
2	1	Lump Sum	Annual Fall Maintenance	$900.00
	Item Notes:			
	Supplier Notes:			
3	1	Month	Monthly Maintenance (Excluding Annual Spring & Fall Maintenance)	$275.00
	Item Notes:			
	Supplier Notes:			
4	1	Hour	Pesticide Application	$50.00
	Item Notes:	Unit price is per hour rate.		
	Supplier Notes:			
5	1	Lump Sum	Irrigation Annual Spring Start Up	$450.00
	Item Notes:			
	Supplier Notes:			
6	1	Lump Sum	Irrigation Annual Winterization	$450.00
	Item Notes:			
	Supplier Notes:			
7	1	Month	Annual Monthly Maintenance (Excluding Annual Spring Start Up and Winterization)	$50.00
	Item Notes:	Unit price is for monthly cost		
	Supplier Notes:			
8	1	Hour	Hourly Service Call	$50.00
	Item Notes:			
	Supplier Notes:			

9	1	Lump Sum	Annual Planting of Cereal Bowl Planters	$1,900.00
	Item Notes:			
	Supplier Notes:			
10	1	Monthly	Watering and Maintenance of Cereal Bowl Planters per Month.	$695.00
	Item Notes:			
	Supplier Notes:			
			Response Total:	$5,720.00

SPECIFICATIONS
FOR QUOTE 2888
LANDSCAPE MAINTENANCE SERVICES
NORTH 48TH STREET, BEING ADAMS TO HUNTINGTON

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 It is the intent of this specification to describe the minimum acceptable requirements for Landscape Maintenance Services for City of Lincoln's Urban Development and the Parks and Recreation Department .

1.2 Contractor shall submit bid documents and all supporting material via e-bid.

1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402)441-6513.

1.3.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.

2. SCOPE

2.1 These services shall be performed for the City of Lincoln's Urban Development and the Parks and Recreation Department on a regularly scheduled basis, except where noted.

2.2 Contractor shall provide all labor, tools, maintenance, materials, fuel, lubricants, and repairs, necessary to perform specified landscape maintenance services irrigation repairs and maintenance services at designated location(s) for the term of the service agreement.

2.3 Landscape maintenance to include all litter and refuse removal from sidewalks, planting areas, and beautification areas within the public right-of-way (back of sidewalk to back of sidewalk) care and maintenance, including replacement, of all landscaping, including watering, fertilizing, weeding, pruning, spraying, removal and replacement of dead plantings on N. 48th Street from Adams to Huntington Street.

2.3.1 **NOTE Does not include the maintenance of the turf areas, if any.**

2.4 Irrigation maintenance services are for the planting beds and center island medians located on N. 48th Street from Adams to Huntington Street.

2.5 The term of the agreement shall be one (1) year with an option to renew for three (3) additional one year terms.

2.6 All services preformed shall be satisfactory to the City of Lincoln.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

3.1 Contractor are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in **APPENDIX 1** for such designated location(s) prior to submitting bids.

3.2 The following documents must be submitted in the suppliers response attachment section of the bid

3.2.1 Qualifications statement.

3.2.2 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.

3.2.3 Listing of all equipment to be used in performing specified landscape maintenance services.

3.2.4 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience.

3.2.5 A valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category.

3.2.5.1 Contractor must provide copies of applicators license of those employees applying pesticides on the project.

3.3 Contracts may be awarded based on price, scheduling, the ability to complete work satisfactory and on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the City.

3.3 All costs associated with labor, materials, preparation, equipment operation, equipment maintenance and repair costs shall be included in the lump sum bid price and hourly rates submitted on the Bid Proposal.

4. BIDDER QUALIFICATIONS

4.1 Contractor must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.

4.2 Contractor must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service contract.

4.3 Awarded contractor must supply a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture.

4.4 Contractor must currently own proper tools and equipment needed to perform required landscape maintenance services.

4.4.1 Bid will **not** be awarded to Contractor who would purchase such necessary tools and equipment contingent upon their being awarded the bid.

4.5 Irrigation maintenance and repairs must be completed by an experienced irrigation contractor who has performed irrigation repairs and maintenance services similar in material, design and extent to that required for the contracted area.

4.5.1 Services may be subcontracted but the primary Contractor shall be responsible.

5. RESPONSIBILITIES OF THE CONTRACTOR

5.1 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction".

5.2 Provide landscape maintenance services and submit required inspection reports (see **APPENDIX 2**) in a timely and efficient manner.

5.3 Protect all existing plant materials listed in **APPENDIX 1** that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape maintenance work done by contractor.

5.4 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to the City.

5.5 Provide (2) aluminum signs with information including the contractor name and phone number.

5.5.1 Sign shall be new, dice cut (or equal), aluminum meeting A.S. T.M. Specification B209, Alloy 5052-H38 of 080 gauge.

5.5.2 Size and shape must be exactly the same size and shape with all angles and corner radius uniform and exactly as specified.

5.5.3 The edges of all signs must be smooth and free of sharp edges, rough edges or burrs which would harm the hands of a person handling the signs.

5.5.4 All signs must conform to the MUTCD FHWA Standard Highways Sign Manual, 2002 Edition, standards in shape, size, corner, radius, hole location and have 3/8" holes.

5.5.5 Signs designated as City Specification shall conform to the following details in shape, size, corner radius, hole location, color, and font.

5.5.5.1 Rectangular, 080 gauge, 6" high x 12" long, green background with white Arial font.

5.5.6 Sign information to include the contractor name and phone number (No logos allowed).

5.5.7 Location to be identified by the Parks Department in conjunction with Public Works.

5.5.8 Contractor responsible for sign installation and replacement if removed under any circumstance.

5.6 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the City of Lincoln Parks contract administrator, Dave Bomberger at 441-6051, prior to being done.

5.6.1 Contractor must provide name, target for application and MSDS information of chemical(s) to be applied.

5.6.2 Such information must be faxed to City of Lincoln Parks Department, attention Dave Bomberger at 402-441-6051 or delivered to the Administrative Office at 2740 'A' Street before **approval by the City can be given to apply such chemical(s).**

5.7 Submit to the City of Lincoln Parks and Recreation Department, Dave Bomberger, any itemized invoices for landscape maintenance or irrigation maintenance services performed.

5.8 Contractor shall initiate, maintain, supervise, observe and comply with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF THE CITY

6.1 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Urban Development Department and/or the Business Improvement District.

6.2 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall be clearly marked and made available upon request.

7. BASIS OF PAYMENT

7.1 Payment shall be based on the lump sum prices and hourly rates indicated on the Bid Proposal.

7.2 The contractor shall submit invoices for payment of services performed as follows:

7.2.1 One (1) invoice submitted for entire Spring Cleanup when all stipulated work has been done to the satisfaction of the City; this includes Irrigation Charge.

7.2.2 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City; including Winterization of Irrigation system.

7.2.3 One (1) invoice submitted quarterly for Monthly Maintenance done to the satisfaction of the City; schedule to follow (does not include Spring Cleanup and Fall Cleanup):

7.2.3.1 Period 1: Work performed during April, May, June, to be billed after June 30, 2010.

7.2.3.2 Period 2: Work performed during July, August, September to be billed after September 30, 2010.

7.2.3.3 Period 3: Work performed during October, November, December, to be billed after December 31, 2010.

7.2.3.4 Period 4: Work performed during January, February, March, to be billed after March 31, 2011.

7.2.4 One (1) invoice submitted for any additional plant material installed in the Spring, that may be requested by the City of Lincoln Parks Department.

7.2.5 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City; including Winterization of Irrigation system.

7.3 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done, amount, type and cost of chemicals utilized and list of charges as submitted in the Contractor's Bid Proposal.

7.4 Landscape Maintenance Inspection Reports, (see **APPENDIX 2**) must be completed and submitted in order for payment of invoices to be made by the City to the Contractor for services performed.

8. MAINTENANCE REQUIREMENTS

8.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, and beautification areas within the public right-of-way will receive scheduled maintenance and inspections by the Contractor as (Landscape Plans available at Parks and Recreation, (441-8248).

8.2 **ANNUAL SPRING MAINTENANCE** (completed during March - April of the year)

8.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.

8.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.

8.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over

mowstrips need to be pruned back to the **inside back edge** of mowstrips).

8.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" grove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into grove to a height no greater than top of mowstrips).

8.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).

8.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.

8.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.

8.2.8 Removal of all debris from designated landscape maintenance areas.

8.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of sidewalk to back of sidewalk.

8.3 **MONTHLY MAINTENANCE**

8.3.1 Removal of plant material **not** included in **APPENDIX 1** from planted areas and paved areas adjacent to planted areas of the median(s), from back of sidewalk to back of sidewalk.

8.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), back of sidewalk to back of sidewalk.

8.3.3 Removal of litter and debris from the planted and paved areas from back of sidewalk to back of sidewalk on a weekly basis.

8.3.4 All weedy grasses and weedy broad leaves chemically treated must be removed within two (2) weeks of application.

8.4 **ANNUAL FALL MAINTENANCE** (completed during September 1st - October 1st of the year)

8.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.

8.4.2 Rake out and remove dead leaves and litter from designated landscaped areas.

8.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).

8.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of mowstrips needs to be removed and a "V" grove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into grove to a height no greater than top of mowstrips).

8.4.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).

8.4.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum.

8.4.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.

8.4.8 Removal of all debris from designated landscape maintenance areas.

8.4.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of sidewalk to back of sidewalk.

8.5 **IRRIGATION SYSTEM ANNUAL SPRING START UP** (Performed by the 4th week fo April)

8.5.1 Flush out the entire system to clear of debris.

8.5.2 Operate and observe the entire system and check for clogged nozzles and emitters.

8.5.2.1 Remove any calcium buildup that may have occurred over the previous season.

8.5.3 Identify broken or damaged nozzles, heads and emitters, if any.

8.5.4 Inspect for leaking valves and identify those which need repair.

8.5.5 Check the controller for each station in the system(s).

8.5.5.1 Replace batteries annually.

8.5.6 Update wireless valve programmer.

8.5.6.1 Replace batteries annually.

8.5.7 Inventory broken and damaged systems, if any. Provide itemized list and cost

estimate for repairs to Dave Bomberger at the Parks Office 441-6051.

8.5.8 Program sprinkler system operating schedule.

8.5.8.1 Hours of operation to occur between 2:00 a.m and 5:00 a.m.

8.6. **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October or before freezing temperatures.)

8.6.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).

8.6.2 Automatic systems need to have the controller (timer) shut down.

8.6.3 Backflow preventers need to be removed where applicable.

8.6.4 All water needs to be removed from the pipes and sprinklers.

8.6.5 Blow-out the irrigation system. Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve. Continue process onto the next valve until all valve circuits have been blown out. **NOTE: Never turn off all of the valves while the air compressor is running.**

8.6.6 Once all valves have been blown out, repeat the process beginning with the first valve.

8.6.7 Turn the automatic controller onto "rain mode" or turn o ff when blowing out the system has finished. Install threaded caps over the open ends of the Backflow preventer rises, anit-siphon valve risers, and any blow out fittings until spring.

8.7. **IRRIGATION SYSTEM MONTHLY MAINTENANCE**

8.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.

8.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month.

8.7.2.1 Malfunctioning systems will be corrected immediately.

8.7.2.2 Methods of detection include: visual sightings of water on hardscape and property, soil probing, mater monitoring and specific line observations.

8.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City.

8.7.3.1 All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope.

8.7.3.2 Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health.

8.7.3.3 Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.

8.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles.

8.7.4.1 Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules.

8.7.4.2 Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.

8.7.5 Monthly activation of all irrigation valves.

8.7.5.1 Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains.

8.7.5.2 Contractor shall list and report all irrigation system damages to the City of Lincoln Parks Department, Dave Bomberger at 441-6051 with a cost estimate of repair/replacement.

8.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.

8.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

8.8. LANDSCAPE MAINTENANCE INSPECTION REPORT

8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's

Representative.

8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report **(see APPENDIX 2)** within two (2) days from date of inspection to:

City of Lincoln Parks and Recreation Dept
Planning Department Attn: Dave Bomberger
2740 'A' Street
Lincoln, NE 68502

8.3 Such reports may also be faxed to 441-7813.

9. ANNUAL PLANTING OF CEREAL BOWLS PLANTERS

9.1 The planting of the thirty (30) cereal bowl planters each May, no earlier than the frost date as 9.1 Removal and disposal of all existing plant material from the previous season.

9.2 The existing soil in each planter must be turned over and the addition of osmocote must be completed.

9.3 The proper installation of the plant material. **APPENDIX 4.**

9.4 All planters to be topped dressed with two (2) inches of Sphagnum moss.

9.5 On-going oversight and care to ensure establishment of the plant materials in the planters including: watering, fertilizing, dead-heading, weeding and any other care necessary to keep the plants in lively and vigorous form.

10. ADDITIONAL SERVICES

10.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department.

10.1.1 Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department, contract administrator prior to installation.

10.2 Any plant material replaced shall include a one year warranty.

10.2.1 This includes trees, shrubs and perennials.

10.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.

10.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 **(BASIS OF PAYMENT).**

11 TERMINATION

11.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.

11.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.

11.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

12. INSURANCE

12.1 The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements.

APPENDIX 1
NORTH 48TH STREET - ADAMS TO HUNTINGTON
PLANT LIST
(TREES, SHRUBS, GRASSES & PERENNIALS ONLY)

PLANT LIST	MAINTENANCE CONSIDERATIONS
Patmore Green Ash (*Fraxinus pennsylvanica 'Patmore'*)	Prune broken, twisted, multidirectional branches and suckers.
Gro Low Sumac (*Rhus aromatica 'Gro Low'*)	Prune broken and dead branches; height not to exceed 30" or pruning required; keep within curb.
Hancock Coralberry (*Symphoricarpos x chenaultii 'Hancock'*)	Prune off winter kill & remove any dead branches; prune broken branches or those exceeding 30" in height; keep within of curb.
Flower Carpet Red Rose (*Rosa 'Flower Carpet'*)	Prune off winter kill & remove any dead branches; prune broken branches or those exceeding 30" in height.
Sierra Spreader Juniper (*Juniperus sabina 'Sierra Spreader'*)	Prune off winter kill & remove any dead branches.
Blaze Little Blue Stem (*Schizachyrium scoparium 'Blaze'*)	Prune/cut back to 4" in the early spring.
Autumn Joy Sedum (*Sedum telphinium 'Autumn Joy'*)	Prune/remove dead seed heads in early spring to ground.
Helene Von Stein Lamb's Ear (*Stachys byzantaina 'Helene Von Stein'*)	Remove dead leaves in early spring.
Jetfire Daffodil (*Narcissus 'Jetfire'*)	Remove dead foliage once the leaves have dried up and are no longer green.

NOTE: Any perennial or shrub that exceeds 30" must be pruned back regardless of time of year. This does not include ornamental grasses or trees.

APPENDIX 2

N. 48TH STREET LANDSCAPE MAINTENANCE INSPECTION REPORT

DATE: **PREPARER'S NAME (PRINT):**

COMPANY NAME: **SIGNATURE:**

LOCATION OF INSPECTION: **TELEPHONE:**

Note: Please circle best response to questions.

1. Current growing condition of plant materials?	Dormant	Growth	Bud Stage	Active
2. Current health condition of plant materials				
Patmorem Green Ash (*Fraxinus pennsylvanica 'Patmore'*)	POOR	FAIR	GOOD	EXCELLENT
Gro Low Sumac (*Rhus aromatica 'Gro Low'*)	POOR	FAIR	GOOD	EXCELLENT
Hancock Coralberry (*Symphoricarpos x chenaultii 'Hancock'*)	POOR	FAIR	GOOD	EXCELLENT
Flower Carpet Red Rose (Ros*a 'Flower Carpet'*	POOR	FAIR	GOOD	EXCELLENT
Sierra Spreader Juniper (*Juniperus sabina 'Sierra Spreader'*)	POOR	FAIR	GOOD	EXCELLENT
Blaze Little Bluestem (*Schizachyrium scoparium 'Blaze'*)	POOR	FAIR	GOOD	EXCELLENT
Autumn Joy Sedum (*Sedum telphinium 'Autumn Joy'*)	POOR	FAIR	GOOD	EXCELLENT
Helene Von Stein Lamb's Ear (*Stacys byzantaina 'Helene Von Stein'*)	POOR	FAIR	GOOD	EXCELLENT
Jetfire Daffodil (*Narcissus 'Jetfire'*)	POOR	FAIR	GOOD	EXCELLENT
3. Current soil moisture?	SATURATED	MOIST	DRY	DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control YES NO

Name of chemical(s) applied: _____

_____

Application of post emergent herbicide for weed control? YES NO

_____

_____

_____

5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed? YES NO

PLANT NAME	INSECT	DISEASE	ANIMAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection

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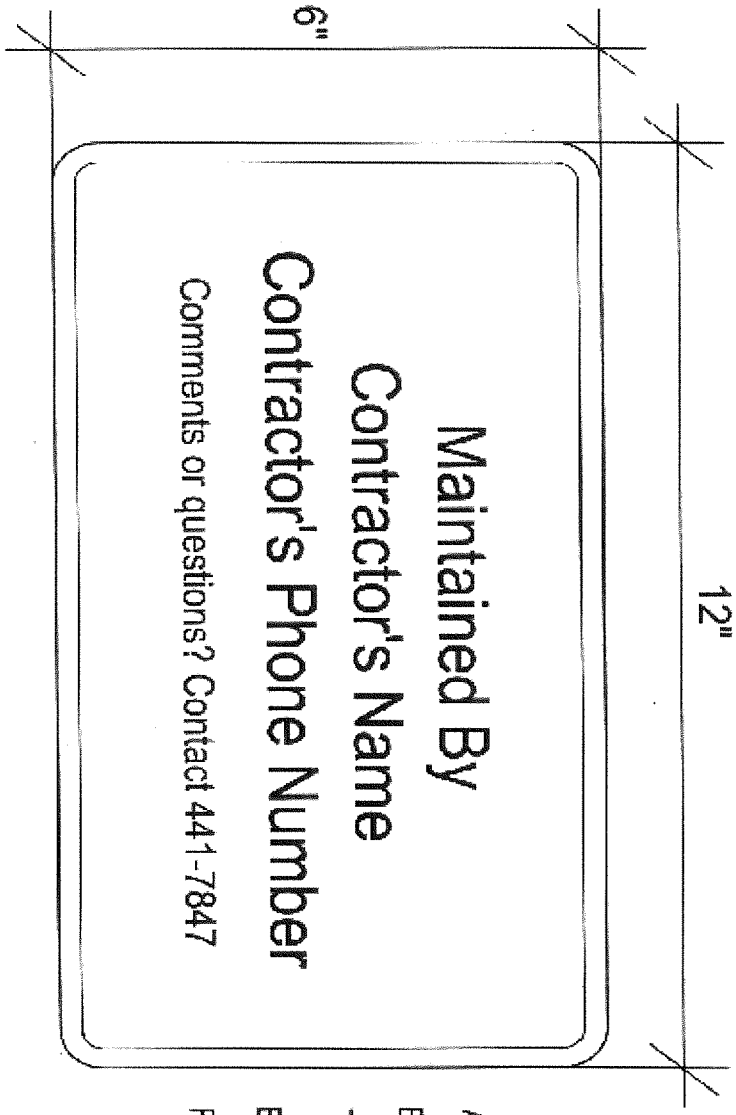
APPENDIX 3

CONTRACTOR SIGN DETAIL
(2 SIGNS PROVIDED BY CONTRACTOR)



APPENDIX 4
NORTH 48TH STREET - ADAMS TO HUNTINGTON

ANNUALS LIST

PLANT LIST	SIZE
PLANTER A (8 total)	
(1) Cardoon	Gallon
(4) Purple Wave Petunia	4" Pot
(4) Lotus Vine	4" Pot
PLANTER B (8 total)	
(1) Bengal Tiger Canna	Gallon
(3) Purple Angelonia	4" Pot
(3) Bonfire Begonia	4" Pot
(3) Lotus Vine	4" Pot
PLANTER C (7 total)	
(1) Tropicana Canna	Gallon
(3) Fishnet Stockings Sun Coleus	4" Pot
(3) Troy's Gold Plectranthus	4" Pot
(3) Red Whispers Petunia	4" Pot
PLANTER D (7 total)	
(1) Red Sensation Cordyline	Gallon
(3) Yellow Purslane	4" Pot
(3) Cherry Sunrise Lantana Bandana	4" Pot
(3) Angelina Sedum	4" Pot