

City of Lincoln, Nebraska
PURCHASE ORDER

Page 1
Date 2/11/11
Order 14276-000 OD
Brn/Plt BLANKET

Order number must appear on your invoice, packing slips, shipping documents, packages, and correspondence.
F.O.B. Destination

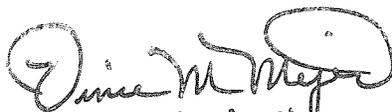
ISSUE TO:

Beatrice Lawn Care Inc
1401 Paddock Ln
Beatrice NE 68310

DELIVERY LOCATION	
Lincoln Police Department	
Police Property	
575 S 10th St	
Lincoln NE 68508	

 Ordered - 03/25/10 Freight -
 Requested - 03/25/10 Taken By -
 Delivery -

Description / Supplier Item	Ordered	UM	Unit Cost	UM	Extension	Req. Dt
9883600 Mowing Services Lawn mowing and trimming at Police Station 4843 Huntington Street	1	EA	34.9900	EA	34.99	03/25/10
9883600 Mowing Services Spring and Fall Cleanup	1	EA	75.0000	EA	75.00	03/25/10
33541760000 Mowing Services Products Fertilizer and Weed Control 4 Applications	1	EA	160.0000	EA	160.00	03/25/10
9883600 Mowing Services Bag Worm and or Grub Control Option Service Available Upon Request	1	EA	42.0000	EA	42.00	03/25/10
9883600 Mowing Services Aeration Optional Service Upon Request	1	EA	52.0000	EA	52.00	03/25/10


Purchasing Agent

VENDOR

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The mowing season will begin April 5, 2011 and run through October 15, 2011

Open purchase order for contract period April 5, 2011 thru April 4, 2012 with the option to renew for (2) two additional (1) one year terms.

Contact Doug Srb with question on mowing at 402-464-6007
Vendor agrees to all terms per Quote 2931

Sales Tax

Total Order

Terms Due Upon Receipt

Tax Rt

363.99


Purchasing Agent

VENDOR

AMENDMENT TO QUOTE 2931 AGREEMENT FOR CITY OF LINCOLN

This Amendment is hereby entered into on this ____ day of _____, 2011, by and between **Beatrice Lawn Care, Inc., 1401 Paddock Lane, Beatrice, NE 68310** (hereinafter "Contractor") and City of Lincoln (hereinafter "Owners"), for the purpose of amending an Agreement dated **March 25, 2010** under **City/County Award Notification for Mowing Police Station, Quote 2931, PO #14276-000 OD** (the "Agreement"), a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **April 5, 2010 thru April 4, 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 renew the agreement for the an additional one (1) year term (1st Renewal) beginning **April 5, 2011 thru April 4, 2012**; and

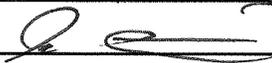
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under **City/County Contract Award Notification Quote 2931, PO #14276-000 OD**, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning **April 5, 2011 thru April 4, 2012**
- 2) All other terms of the Agreement, not in conflict with this Addendum, shall remain in full force and effect.

If you wish to **not** renew at your scheduled pricing from **April 5, 2011 thru April 4, 2012** for Quote 2931 please return signed amendment with price increase on letterhead.

Supplier Information - Supplier Please Fill In The Following Information

Executed this 7th day of Feb, 2011

Company Name: (PLEASE PRINT)	Beatrice Lawn Care, Inc
By: (PLEASE PRINT)	Joe Armstrong
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	1401 Paddock Ln Beatrice, NE 68310
Company Phone & Fax: (PLEASE PRINT)	402-239-9930 FAX 402-223-5186
E-Mail Address: (PLEASE PRINT)	joe2106@hotmail.com

NOTE: All **Service** Providers must include a copy of your updated *Certificate of Liability Insurance*.

↳ ON File for Teresa St Mowing

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) 441-8313		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	
Bid Number	2931	Department		Department
Title	Mowing Police Station	Building		Building
Bid Type	Quote			
Issue Date	03/17/2010	Floor/Room		Floor/Room
Close Date	3/22/2010 2:00:00 PM CST	Telephone	1 (402) 441-8313	Telephone
Need by Date		Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company Beatrice Lawn Care, Inc.
 Address 1401 Paddock Lane
 Beatrice, NE 68310
 Contact Joe Armstrong
 Department
 Building
 Floor/Room
 Telephone 1 (402) 239-9930
 Fax 1 (402) 223-5186
 Email beatricelawncare@charter.net
 Submitted 3/19/2010 8:29:06 AM CST
 Total \$363.99

Signature _____

Supplier Notes

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	References and Details	I acknowledge the I have attached my references and detailed information on what service will be provided for the price listed in my bid to the response attachment section of my bid.	Y
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	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 _____	a. yes b. no c. Firm for entire contract
7	Contact	Name of person submitting this bid:	Joe Armstrong
8	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Lawn mowing and trimming at Police Station located at 4843 Huntington Street.	\$34.99
Item Notes: Vendor may view area at any time during the bid. If questions contact Doug Srb at the front service desk at the facility.				
Supplier Notes: All clipping bagged and hauled away, trimming, and pavement blown off				
2	1	EA	(1) Spring and (1) Fall Cleanup	\$75.00
Item Notes:				
Supplier Notes:				
3	1	Lump Sum	Fertilizer and Weed Control	\$160.00
Item Notes: Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to Response Attachments section of ebid or in Supplier Notes on ebid response.				
Supplier Notes: 4 applications, early spring fertilizer & pre-em w/ weed control, late spring fertilizer & pre-em w/ weed control, fall fert w/ weed control, winterizer fertilizer				
4	1	Lump sum	Bag Worm and/or Grub Control - Optional Service Upon Request	\$42.00
Item Notes: Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to Response Attachments section of ebid or in Supplier Notes on ebid response.				
Supplier Notes: Grub control w/ fertilizer				
5	1	Lump Sum	Aeration - Optional Service Upon Request	\$52.00
Item Notes: Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to Response Attachments section of ebid or in Supplier Notes on ebid response.				
Supplier Notes:				
Response Total:				\$363.99

SPECIFICATIONS FOR TURF MAINTENANCE NORTHEAST POLICE STATION

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Police Department desires to contract services for Turf Mowing Fertilization and Weed Control at the Northeast Police Station located at 4843 Huntington.
- 1.2 The term of the agreement shall be for the one (1) year, with option to renew for three (3) additional one (1) year terms at the prices being bid.
- 1.3 The mowing season will begin April 5, 2010 and run through October 15, 2010.
- 1.4 All services shall be provided to the satisfaction of the City.
- 1.5 Contractor shall submit monthly invoices to the Police Station itemizing the services provided.
- 1.6 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.7 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.
 - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

2. MOWING AND TRIMMING REQUIREMENTS

- 2.1 All work shall be coordinated with the facility supervisor Doug Srb or his designated representative.
- 2.2 The period of time between mowing is intended to be every 10 - 12 days, but may vary during the mowing season due to weather conditions.
 - 2.2.1 Contractor shall contact the facility supervisor Doug Srb or designee for mowing schedule adjustments during extended periods of inclement weather.
- 2.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm.
- 2.4 All trash, & debris shall be picked up before each mowing on lawn and around facility.
- 2.5 Mowing shall be coordinated so that turf height does not exceed 5 inches.
- 2.6 Mowing height guidelines are as follows:
 - 2.6.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
 - 2.6.2 Summer (July/August) season - 4 inches.
- 2.7 All obstacles shall be string trimmed on the same day that mowing is performed.
 - 2.7.1 String Trimmed areas shall not exceed the established mowing height.
 - 2.7.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and facility structures.
 - 2.7.3 Contractor shall take caution as not to damage the trunks of trees.
- 2.8 Grass clippings shall be mulched and evenly dispersed so that they are not left in wind rows.
 - 2.8.1 Grass shall not be blown into streets or onto sidewalks.
- 2.9 Contractor shall do a spring and fall clean up of the area including removal of leaves and debris in the grassy area and on the drive area as this is a corner collection area for leaves and debris.

3. FERTILIZING AND WEED CONTROL

- 3.1 Contractor shall complete work according to a schedule set by the Contractor to effectively control weeds and fertilize the grass as to ensure a lush green lawn throughout the year.
 - 3.1.1 You must specify the number of fertilizer and/or weed control treatments per year in the attribute section of the bid.

- 3.1.2 Owner shall determine the effectiveness of the treatments being applied and may withhold payment if not satisfied with the appearance of grass at each location.
 - 3.1.2.1 In such cases the Owner and Contractor shall meet to discuss a plan of action to improve the service and appearance of lawn.
 - 3.1.2.2 If Contractor continues to fail in meeting expectations, the contract shall be terminated immediately and payment will be forfeited.
- 3.1.3 Contractor is not responsible for condition of grass if Owner fails to properly maintain lawn beyond Contractors services.
- 3.2 Vendor shall notify Owner of the presence of bag worms or grubs at the location.
 - 3.2.1 Upon notification, the Owner may request services be provided to control such pests at the price indicated in the ebid.
- 3.3 In the event that new grass has been seeded or other work is being performed at the location, Contractor shall contact Owner prior to providing service in order to avoid damaging new seed or affecting soil prior to seeding.

4. ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY

- 4.1 Contractor warrants that they understand the currently known hazards and suspected hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of chemicals and hazardous waste.
- 4.2 Contractor warrants that it will perform all services under this contract in a safe, efficient and lawful manner using industry accepted practices, and in full compliance with all applicable local, state, and federal laws and regulations.
- 4.3 Contractor shall at all times comply with the local, state and federal environmental laws and regulations.
- 4.4 Contractor shall be solely responsible for any occurrence involving a chemical spill or other action that causes an adverse environmental impact.
- 4.5 Contractor shall immediately notify the Owners and all other proper authorities and promptly take all necessary actions to contain and cleanup any and all spills or other occurrences.

5. QUALIFICATIONS OF BIDDERS, BIDDING PROCEDURE AND AWARD OF BID

- 5.1 Contractor shall have a minimum of two (2) years experience in commercial property maintenance.
- 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 for all equipment.
 - 5.2.2 A listing of (3) commercial references shall be attached to you supplier response section of the bid including company name, contact person, and phone number for past and current mowing contracts of similar size and capacity.
- 5.3 The City reserves the right to award the bid to the most responsive, responsible bidder for Police Station.
 - 5.3.1 Quality and capacity of equipment, experience of bidder and information received from references shall be considered in the award of bid.

6. FUEL COST ESCALATION CLAUSE

- 6.1 No request for a fuel adjustment may be requested for the first 3 months of the contract.
 - 6.1.1 Following the first three months of the contract, should the cost of fuel

exceed a minimum of 20% of the cost of fuel on date the contract is executed, the Contractor may request a temporary fuel adjustment.

- 6.1.1.1 The fuel price will be determined using the AAA Daily Fuel Gauge Report - Lincoln, NE Average Price. (www.fuelgaugereport.com)
 - 6.1.1.2 Such fuel adjustment shall be listed on the invoices submitted for payment as a separate line item.
 - 6.1.1.3 Failure to complete the invoice as required will result in the non-payment of fuel increase.
- 6.2 The Contractor agrees that it will, to the maximum extent possible, obtain fuel at the lowest price available to the Contractor.
- 6.2.1 Contractor agrees to submit fuel cost documentation, including a copy of fuel receipts showing the exact cost per gallon, date of purchase and number of gallons purchased for the completion of services.
 - 6.2.1.1 Fuel receipts must correspond with the dates that mowing services were performed for the City.

7. COMPENSATION

- 7.1 The price submitted by the contractor for each service MUST be bid as indicated in the line items of the ebid which shall include the cost of labor, materials and equipment to complete the job as requested.
- 7.2 Contractor shall notify Doug Srb (464-6007) or designated representative of the Owner immediately following application of any fertilizer or chemical.
 - 7.2.1 Failure to notify Owner of every application may result in loss of payment for services.
 - 7.2.2 Payment for optional services shall be processed for payment upon receipt of statement and invoice from vendor.

8. TERMINATION

- 8.1 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.
- 8.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 8.3 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.