

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR MOWING SERVICES, LWS IN ASHLAND
QUOTE NO. 3417
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2014 by and between **Royal Lawns, Inc., 2101 River Road Drive, Waterloo, NE 68069** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **May 2, 2011**, under D. O. No. **5626**, (the "Agreement"), for **The Annual Requirements for Mowing Services, LWS in Ashland, Quote 3417**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 2, 2011 thru May 1, 2012**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **April 6, 2012 through April 5, 2013**,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **April 6, 2013 through April 5, 2014**,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **April 6, 2014 through April 5, 2015**; and

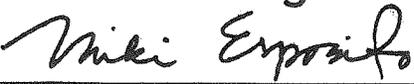
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **April 6, 2014 through April 5, 2015**.
- 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 <u>26</u> day
of <u>February</u> 2014

Public Works & Utilities 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)	Royal Lawns Inc.
By: (PLEASE PRINT)	Ryan Costanzo
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	2101 River Road Dr. Waterloo NE 68069
Company Phone & Fax: (PLEASE PRINT)	402-312-8912
E-Mail Address: (PLEASE PRINT)	ryan@royallawns.omhcoxmail.com
Date: (PLEASE PRINT)	2/13/2014

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR MOWING SERVICES, LWS IN ASHLAND
QUOTE NO. 3417
SECOND RENEWAL

This Amendment is hereby entered into on this 15 day of February, 2013 by and between Royal Lawns, Inc., 2101 River Road Drive, Waterloo, NE 68069 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated May 2, 2011, under D. O. No. 5626, (the "Agreement"), for The Annual Requirements for Mowing Services, LWS in Ashland, Quote 3147, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 2, 2011 thru May 1, 2012, 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 April 6, 2013 thru April 5, 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 April 6, 2013 thru April 5, 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 27 day
of February 2013

Miki Enright
Public Works & Utilities Director

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

Executed this _____ day of _____, 2013

Company Name: (PLEASE PRINT)	Royal Lawns Inc
By: (PLEASE PRINT)	Ryan T. Costanzo
By: (PLEASE SIGN)	<i>Ryan T. Costanzo</i>
Title:	President
Company Address: (PLEASE PRINT)	2101 River Road Drive Waterloo NE 68069
Company Phone & Fax: (PLEASE PRINT)	402 312-8912 Fax 402-991-1751
E-Mail Address: (PLEASE PRINT)	ryan@royallawns.com

**Amendment to Agreement for
Mowing Services, LWS in Ashland
Quote 3417
1st Renewal**

07292

This Amendment is hereby entered into on this 12 day of March, 2012, by and between **Royal Lawns, Inc., 2101 River Road Drive, Waterloo, NE 68069** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated May 2, 2011, under D.O. No. 5626, (the "Agreement"), for **Mowing Services, LWS in Ashland, Quote 3417**, which is made a part hereof by this reference.

WHEREAS, the original Term of the Agreement is May 2, 2011 thru May 1, 2012, with the option to renew for **three (3) additional one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning April 6, 2012 thru April 5, 2013; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City D.O. No. 5626, and stated herein the parties agree as follows:

- 1) The parties agree that the term of the Agreement shall be from April 6, 2012 thru April 5, 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.

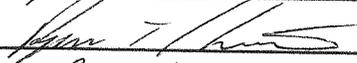
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>12th</u> day
of <u>April</u> 2012
 _____ PW & U Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 3/12/2012

Company Name: (PLEASE PRINT)	<u>Royal Lawns, Inc.</u>
By: (PLEASE PRINT)	<u>Ryan T. Costanzo</u>
By: (PLEASE SIGN)	
Title:	<u>President</u>
Company Address: (PLEASE PRINT)	<u>2101 River Road Waterloo NE 68069</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-312-8912 402-991-1757</u>
E-Mail Address: (PLEASE PRINT)	<u>ryan@royallawns.com or coxmail.com</u>

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

Mowing, LWS in Ashland

Quote 3417

**Royal Lawns, Inc.
2101 River Road Drive
Waterloo, NE 68069
402.312.8912**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Royal Lawns, Inc., 2101 River Road Drive, Waterloo, NE 68069** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

Mowing, LWS in Ashland, Quote 3417

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 Response, 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 have 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:

The City will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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 the option to renew for three (3) additional one (1) year terms..
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal
 4. Contract Agreements
 5. Specifications
 6. Addendum #1
 7. Special Provisions
 8. Sales Tax Exemption Forms 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 by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

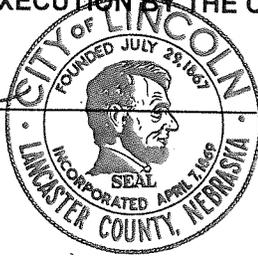
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jon E. Ross



CITY OF LINCOLN, NEBRASKA

Public Works & Utilities Director

[Signature]

Approved by:

Directorial Order No.

05626

Dated

5/2/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Andrea Costanzo

(SEAL)

Royal Lewis, Inc

Name of Corporation

2101 N. River Road

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 Assistant Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Water, Ashland 401 Hwy 6, PO Box 144 Ashland, NE 68333
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Assistant Purchasing Agent Purchasing	Contact	
Phone	(402) 441-7410	Department		Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	3417 Addendum 1	Floor/Room	Suite 200	Floor/Room	
Title	Mowing, LWS in Ashland	Telephone	(402) 441-7428	Telephone	
Bid Type	Quote	Fax	(402) 441-6513	Fax	
Issue Date	03/15/2011	Email	smulder@lincoln.ne.gov	Email	
Close Date	3/23/2011 12:00:00 PM CST				
Need by Date					

Supplier Information

Company: Royal Lawns, Inc.
 Address: 2101 River Road Drive
 Waterloo, NE 68069
 Contact: Ryan T. Costanzo
 Department:
 Building:
 Floor/Room:
 Telephone: 402 (312) 8912
 Fax: 402 (289) 3787
 Email: rtcostanzo@cox.net
 Submitted: 3/22/2011 9:57:15 AM CST
 Total: \$11,960.00

Signature _____

Supplier Notes _____

Bid Notes _____

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Ryan T Costanzo
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Term Contract Provisions	I acknowledge reading and understanding the Term Contract Provisions.	Yes
8	References	I have attached my References to the Response Attachment section of this bid.	Yes
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	26	EA	Turf Mowing and Trimming of Ashland Water Treatment Facility	\$460.00

Item Notes: <i><u>Please enter price per each mowing and trimming service based on 26 weeks of mowing.</u></i>

Supplier Notes: \$460.00 X 26 = \$11,960.00

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Contractor's Mowers	Please list the Make and Model of all mowers to be used.	WE own 3 Turf tigers w/ 5' cut, 5 Jacobsen 5111 4 wheel drive w/ 11' cut, and 1 Jacobsen 9016 4 wheel drive w/16' cut. We also have 3 pickups with trailers.
2	Contractor's Trimmers	Please list the Make and Model of trimmers to be used.	5 BCZ2650S Red Max trimmers and 1 23cc Echo

Response Total: \$11,960.00

**Specifications for Turf Mowing
Lincoln Water System, Ashland Treatment Facility
Quote 3417**

1.0 **SCOPE**

- 1.1 The City of Lincoln Water System desires to contract services for turf mowing at the Water Treatment Facility located in Ashland, Nebraska.
- 1.2 The term of the agreement shall be for one (1) year, with option to renew for three (3) additional one year periods.
 - 1.2.1 The Ashland Water Treatment Facility location will begin the mowing season on May 1 through October 31 for a total of 26 weekly mowings.
- 1.3 Potential bidders are encouraged to attend a pre-bid conference and scheduled site visitation to familiarize themselves with the work, the arrangement, and layout of the treatment facilities, determined exact square footage and the particularities of the operation.

2.0 **BIDDING PROCEDURE**

- 2.1 Bidders are encouraged to attend a pre-bid conference and site visitation scheduled for **Friday, March 18, 2011 at 10:00 a.m.** located at the Lincoln Water System Treatment Facility Administration Building, 109 East Highway 6 in Ashland, Nebraska.
 - 2.1.1 Maps will be available for viewing only at this time.
 - 2.1.2 This will be the **ONLY** time Vendors will be allowed a supervised walk through of the proposed mowing areas.
- 2.2 Bidder shall submit documents and all supporting material via e-bid.
 - 2.2.1 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) or fax: (402) 441-6513.
 - 2.2.2 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
 - 2.2.3 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.

3.0 **AGREEMENT AND INSURANCE REQUIREMENTS**

- 3.1 Within fourteen (14) calendar days after the award of bid(s), the Contractor(s) must execute a written agreement between the Contractor and City.
- 3.2 Also within such time period, the Contractor shall furnish with the agreement a certificate of insurance provide general liability insurance in the amounts of \$1,000,000 combined single limit for property damage and personal injury.
 - 3.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form, showing the City as a named additional insured as pertains to the performance of this agreement.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 The Contractor shall provide Worker's Compensation Insurance for any employees of the contractor who perform any work under this agreement.
 - 3.2.5 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.

WORK REQUIREMENTS

Quote 3417

1. Turf areas requiring mowing height applications include a collective area within the treatment facility.
 - 1.1 Estimated Square footage of the Ashland Treatment Facility- 12 acres.
2. Work shall involve approximately 26 (weekly) mowings during the term of this agreement.
 - 2.1 All work shall be coordinated with the facility Assistant Superintendent of Maintenance or their designated representative.
 - 2.2 The period of time between mowing is intended to be weekly, but may vary during the mowing season due to weather conditions.
 - 2.2.1 Contractor shall contact the facility Assistant Superintendent of Maintenance 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, during a two (2) consecutive day period.
 - 2.4 Mowing height guidelines:
 - 2.4.1 All grasses mowed at 3" weekly or as needed.
 - 2.5 All obstacles shall be string trimmed on the same day that mowing is performed.
 - 2.5.1 String trimmed areas shall not exceed the established mowing height.
 - 2.5.2 Trimming shall be performed around trees, shrubs, light posts, sign posts, curbs, and treatment facility structures.
 - 2.5.3 Contractors shall take caution as not to damage trees, shrubs, and other structures.
 - 2.6 Grass clippings shall be evenly dispersed so that they are not left in wind rows.
 - 2.6.1 Grass shall not be blown into the street or onto sidewalks.
 - 2.6.2 Prior to mowing, the Contractor must remove litter from the areas to be mowed.
3. Equipment used in the performance of this contract shall be furnished by the contractor.
 - 3.1 All equipment must be well maintained and in a good safe operating condition.
 - 3.2 Contractor shall provide all fuels, lubricants, maintenance and repairs.
4. Contractor's personnel shall be fully trained in commercial turf mowing and in the safe operation of Contractor's turf maintenance and transport equipment.
5. Contractor shall submit to the facility Assistant Superintendent of Maintenance invoices itemizing the services invoiced.
6. 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.

**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.

Addendum #1
for
Mowing/Trimming @ LWS, Ashland, NE
QUOTE 3417

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. *Question:* Could you give me the previous years bids and who was the contractor?

Answer: Last awarded contractor was Niemann Mowing at \$497 per mowing/trimming at 26 weeks for a total of \$12,922.

All other terms and conditions shall remain unchanged.

Dated this 16th of March, 2011.

Sharon Mulder, Asst. Purchasing Agent