

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Unit Price
for
Miscellaneous Landscaping Installation and
Maintenance Service
(Projects under \$10,000.00)
Quote 2894**

**ImageScapes, Inc.
2520 Surrey Ct.
Lincoln, NE 68512
402-580-0188**

**CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 2010 by and between **ImageScapes, Inc., 2520 Surrey Ct., Lincoln, NE 68512**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

**Unit Price for Miscellaneous Landscape Installation and Maintenance Services
(Projects under \$10,000.00), Quote 2894**

and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the Owners, 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 Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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, construct, and complete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree 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 Owner:

The Owners will pay for products/services, according to the pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, 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. **GUARANTEE:** The Purchasing Division will require a \$10,000.00 Performance and Payment Bond from each Contractor for the duration of the Contract.

6. **ASSIGNMENT:** This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

7. **TERMINATION:** This Contract may be terminated by the following:
 - a) **Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - b) **Termination for Cause.** The Owners may terminate the Contract for cause if the Contractor:
 - 1) Refuses or fails to supply the proper labor, materials and equipment necessary for **Unit Price for Miscellaneous Landscape Installation and Maintenance Services (Projects under \$10,000.00, Quote 2894.**
 - 2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 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 Owners 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.

8. **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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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.

9. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
10. Contract Term. This Contract shall be effective upon execution by both parties. The term of the contract shall be two (2) years, with options to renew for one (1) additional two (2) year term upon execution of contract.
11. 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. Addendums (if any, list numbers)
 7. Plans (including the Schedule of Approximate Quantities)
 8. Construction Bonds
 9. Special Provisions, if applicable
 10. Sales Tax Exemption Form

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Lancaster County Attorney

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

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

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

To accompany the Construction Performance Bond (EJCDC No. 1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)
Prepared by the Engineers' Joint Contract Documents Committee

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

ImageScapes, Inc.
2520 Surrey Ct.
Lincoln, NE 68512

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):

City of Lincoln, Lancaster County and
Lincoln-Lancaster County Public Building Commission
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: February 26, 2010
Amount: **\$ 10,000.00**

Description (Name and Location):

For all labor, material and equipment necessary for Unit Price for Miscellaneous Landscape Installation and Maintenance Services (Projects under \$10,000.00) Quote 2894

BOND

Date: February 26, 2010
Amount: **\$ 10,000.00**

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)
ImageScapes, Inc.
2520 Surrey Ct.
Lincoln, NE 68512

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practiceable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

**ImageScapes, Inc.
2520 Surrey Ct.
Lincoln, NE 68512**

SURETY (Name and Principal Place
of Business):

Owner (Name and Address):

**City of Lincoln, Lancaster County and
Lincoln-Lancaster County Public Building Commission
555 South 10th St.
Lincoln, NE 68508**

CONSTRUCTION CONTRACT

Date: February 26, 2010

Amount: **\$ 10,000.00**

Description (Name and Location):

**For all labor, material and equipment necessary for Unit Price for Miscellaneous Landscape Installation and
Maintenance Services (Projects under \$10,000.00) Quote 2894.**

BOND

Date: February 26, 2010

Amount: **\$ 10,000.00**

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)
**ImageScapes, Inc.
2520 Surrey Ct.
Lincoln, NE 68512**

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)
 AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, _____, do hereby certify that all equipment to be used on **Unit Price for Miscellaneous Landscape Installation and Maintenance Services (Projects under \$10,000.00) Quote 2894**, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this ____ day of _____, 2010.

By: _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On _____, 2010, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

(S E A L)

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze Buyer	Address	Purchasing	Address
Email			440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68516	
Fax	1 (402) 441-6513	Contact	Shelly Hinze Buyer	Contact
			Purchasing	
Bid Number	2894 Addendum 1	Department		Department
Title	Unit Price Contract for Miscellaneous Landscape Installation and Maintenance Service - Projects under \$10,000.00	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Quote	Telephone	1 (402) 441-8313	Telephone
Issue Date	02/11/2010	Fax	1 (402) 441-6513	Fax
Close Date	2/18/2010 2:00:00 PM CST	Email	rhinze@lincoln.ne.gov	Email
Need by Date				

Supplier Information

Company ImageScapes, Inc.
 Address 2520 Surrey Ct

 Lincoln, NE 68512
 Contact Jamie Ramaekers
 Department
 Building
 Floor/Room
 Telephone 1 (402) 580-0188
 Fax 1 (402) 423-0204
 Email imagescapeslinc@hotmail.com
 Submitted 2/16/2010 2:02:56 PM CST
 Total \$95.00

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	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	Bid Bond Submission	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of \$500.00 is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have mailed my bid bond.
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
7	Attachment A	I acknowledge reading and understanding Attachment A	Y
8	Attachment B	I acknowledge reading and understanding Attachment B	Y
9	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
10	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	15
11	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	10
12	Percentage Markup of all Subcontractor Costs	Percentage Markup of Subcontractor Costs ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	10
13	Performance/Payment Bond	I acknowledge that a \$10,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.	Y
14	Unit Price Contract Instructions	I acknowledge reading and understanding the Unit Price Contract Instructions.	y
15	Page 2	Please note that there is a page 2 of Attributes	Y
16	Contact	Name of person submitting this bid:	Jamie Ramaekers
17	Electronic Signature	Please check here for your electronic signature.	Yes
18	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form.	Y

19 License Attachments

I acknowledge attaching any applicable licenses for the services provided under this bid. Y

20 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
2	1	EA	Landscape Assistant - Labor rate per hour	\$35.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
3	1	EA	General Labor - Labor rate per hour	\$30.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
4	1	EA	Any additional employee that may do landscaping service or maintenance service. List title in supplier notes section of bid.	\$30.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes: general laborer				
Response Total:				\$95.00

**ADDENDUM #1
TO QUOTE 2894
General Services for Miscellaneous Landscaping Installation and
Maintenance Service (Projects Under \$10,000.00)**

Addendum #1 to Quote 2894 for above project, bids to be opened on February 18, 2010 at 2:00 pm.

Please note the following:

1. Original Attachment A Unit Price Form has been replaced.

All other terms and conditions shall remain unchanged.

Dated this 16th day of February, 2010

Shelly Hinze
Buyer

**SPECIFICATIONS
UNIT PRICE CONTRACT
GENERAL SERVICES FOR
MISCELLANEOUS LANDSCAPING INSTALLATION AND MAINTENANCE SERVICE
(PROJECTS UNDER \$10,000.00)
QUOTE 2894**

1. SCOPE OF CONTRACT

- 1.1 Lancaster County, Nebraska; the Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), desire to retain qualified contractors on a Unit Price Contract basis to perform Miscellaneous Landscape installation and Maintenance Services (Projects Under \$10,000.00) for the term of the contract.
- 1.2 A sample Unit Price Contract describing the obligations of the Owners and the Contractor is attached to the E-Bid.
 - 1.2.1 A copy of the Unit Price Service Contract Instructions is attached to the E-Bid.
- 1.3 There is no estimated total amount of work for all departments/agencies of the Owners for the term of the contract.
 - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$10,000.00.
 - 1.3.2 The Purchasing Division will require a \$10,000.00 Performance/Payment Bond from each Contractor for the duration of the Contract.
- 1.4 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the per hour rate shown in the Line Item Unit Price box.
- 1.5 No adjustments in labor rates or markup percentages being bid will be allowed on work awarded during the annual contract period.
 - 1.5.1 Any future fluctuation in the labor market and/or markup calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be two (2) years, with options to renew for one (1) additional two (2) year term upon execution of contract.

2. LANDSCAPING INSTALLATION AND MAINTENANCE SERVICE

- 2.1 Landscaping installation and maintenance services include but are not limited to services listed.
 - 2.1.1 Manual labor of turf and or vegetation removal.
 - 2.1.2 Chemical application of turf and or vegetation removal.
 - 2.1.3 Soil removal, replacement and enrichment.
 - 2.1.4 Rototilling of 8" minium depth.
 - 2.1.5 Natural edging and or trenching.
 - 2.1.6 Installation of perennials, shrubs, evergreen trees and 1 ½" cal. deciduous trees.
 - 2.1.7 Watering
 - 2.1.8 Seeding, sodding, plugging, fertilizing.
 - 2.1.9 Mulch, compost and top soil application.
 - 2.1.10 Cutting back grasses and or perennials.
 - 2.1.11 Pruning trees and shrubs.

- 2.1.12 Application of pre-emergent, post-emergent, anti-desiccant, plant starter, insecticidal soap, contact, miticide, round-up or equivalent, herbicide and pesticide.
- 2.1.13 Manually pulling weeds.
- 2.1.14 Trash removal.
- 2.1.15 Dividing and or transplanting perennials and or ornamental grasses, shrubs.

3. CONTRACT AND INSURANCE

- 3.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Contract between the Contractor and the Owners and the required performance/payment bond.
- 3.2 Also, within such time period the Contractor must furnish with the executed contract a certificate of insurance in accordance with the "Insurance Clause to be used for All Unit Price Contracts", naming Lancaster County, and the Lincoln/Lancaster County Public Building Commission and the City of Lincoln as additional insured.

4. CITY/COUNTY REPRESENTATIVES

- 4.1 Departmental/Agency representatives identified in attached Schedule B, or their designated representative shall act as the agent responsible for the administration of individual projects undertaken pursuant to this contract.

5. BIDDING PROCEDURE

- 5.1 Read all attachments prior to submitting your Unit Price Proposal.
 - 5.1.1 Bidders shall submit bid documents and all supporting material via E-Bid.
 - 5.1.2 All inquiries regarding these specifications shall be directed via e-mail to Rachele Hinze, Buyer (rhinze@lincoln.ne.gov)

6. BIDDER QUALIFICATIONS

- 6.1 Bidders must be licensed in accordance with the Lincoln Municipal Code as required.
- 6.2 Bidders shall attach a list of three references for government or commercial projects in the Supplier Response Section of the ebid response.
 - 6.2.1 References include: name of firm, contact person, address, and telephone number.
- 6.3 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for this Agreement.
- 6.4 Bidder 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 agreement.
- 6.5 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.
- 6.6 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture and submit proof thereof with Bid Proposal.
- 6.7 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.

- 6.7.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.

7. TERMINATION FOR CAUSE

- 7.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 7.2 The contractor shall be given 24 hours to correct the cause of the complaint.
- 7.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.
- 7.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
- 7.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
- 7.4.1 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

8. CONTRACT AWARD PROVISIONS

- 8.1 The following factors shall be considered in determining the lowest, responsive, responsible bidder/s:
- 8.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
- 8.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
- 8.1.3 Previous and current compliance of the bidder with laws and regulations relating to the work.
- 8.1.5 Information obtained from the references provided by the bidder.
- 8.1.6 Pricing from the Unit Price bid.
- 8.1.7 Any other information deemed relevant to the contract by the Owners.
- 8.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 8.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.
- 8.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 8.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

9. PRICING FOR INDIVIDUAL UNIT PRICE PROJECTS

- 9.1 Upon award, pricing for individual projects shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor.
- 9.2 All pricing submitted on the Unit Price Quotation Form shall be considered "not to

- exceed" proposals.
- 9.3. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same landscape service discipline for a "fixed lump sum" price and time completion pricing.
- 9.4. If at any time there is a change to the project that affects the pricing, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental /agency representative for that project.
- 9.4.1 Extra work shall not proceed until authorized by the departmental/agency representative.

10. INVOICES

- 10.1 All invoices for landscape services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
- 10.2 Each project shall be invoiced separately.
- 10.3 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.
- 10.4 Invoices shall be submitted for payment within thirty (30) days of the date of project conclusion.

11. STANDARD SPECIFICATIONS

- 11.1 Except as specifically modified the Standard Specifications for Municipal construction for the City of Lincoln shall apply to all work on this project including Chapter 31.00 LANDSCAPE WORK and Chapter 30.00 SEEDING AND SODDING
- 11.2 The City of Lincoln Standard Specifications for Municipal Construction shall govern in the landscape construction of this project.
- 11.3 See City of Lincoln Standard Specification for additional requirements that relate to this section. Notify the City's Representative of all discrepancies, prior to proceeding with the work.
- 11.4 Submit manufacturer's or vendor's certified analysis for fertilizer materials.
- 11.4.1 Submit other data substantiating that materials comply with specified requirements.

12. PROJECT MAINTENANCE

- 12.1 The establishment period will follow the completion of all planting in a planting season.
- 12.1.1 The establishment period will not begin until all of the following items of work have been performed: planting, backfilling, water, pruning, staking, guying, water basin construction, and mulching.
- 12.1.2 All plant material shall be in acceptable growing condition when the project enters the establishment period.
- 12.2 During the establishment period, the Contractor shall properly maintain all plant materials planted under this contract.
- 12.2.1 The establishment procedures shall include additional pruning, protective measures against pest and diseases, watering as often as required by necessity, cultivating, repairing damage to the watering basins, replacing mulch which becomes displaced, keeping the stakes firm and the guys adjusted, weeding with a pre-emergent weed control or other approved means, and other establishment procedures

deemed necessary by the City's representative, including the removal of any dead plant material from the project.

12.2.2 **Note: Contractor shall be responsible for watering all plant material as necessary during the establishment period, at the hourly rate specified in the contract.**

12.2.3 The Contractor shall inform the Project Manager of all plant materials which die or look unhealthy during the establishment period following the completion of all planting.

12.2.4 Seeding and Sodding will not be subject to the establishment provisions.

13. PLANTING TIME

13.1 Planting Time: Plant materials only during normal planting seasons for each type of landscape work required, except when prior written permission is obtained from the City's Representative.

13.2 Actual planting time shall be determined on a project by project basis and by weather conditions and accepted local practice.

14. MISCELLANEOUS PLANTING MATERIALS

14.1 Topsoil for Planting Areas: Fertile, friable, natural loam, dark in color (often black), free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1-1/2 inch in any dimensions, debris, and other extraneous or toxic matter and harmful to plant growth.

14.2 Topsoil shall be obtained from local sources and exhibit an acidity range (pH) of 6.0 to 8.5.

14.3 The location of the source of the material is to be identified.

14.4 Mulch for Trees, Shrubs, and Perennials shall be organic mulch, free from wood chips, sawdust and deleterious materials, suitable for top dressing of trees.

14.5 Mulch shall consist of well-rotted, shredded native hardwood back mulch not larger than 4 inches in length and 1/2 inch in width.

14.6 Compost is available from the City of Lincoln's Solid Waste Operation - contact Gene Hanlon (402) 441-7043).

14.7 Anti-Desiccant shall be Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants.

14.7.1 Delivery shall be made in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.

14.8 Plant Starter shall be a Liquid solution with an analysis of 3-10-3 (low analysis fertilizer), such as Upstart manufactured by Ortho, or City approved equal.

15. PREPARATION/EXECUTION

15.1 Examine and meet with the Department Representative at the proposed planting areas for the conditions of installation.

15.1.1 Do not start planting work until unsatisfactory conditions are corrected.

15.2 Layout individual tree and shrub locations.

15.2.1 Stake locations and secure City's Representative's acceptance before start of planting work.

15.2.2 Make minor adjustments as may be requested.

15.2.3 Installation of plant material may not begin until City's Representative has approved planting locations.

15.3 Determine location of underground utilities by contacting "digger's hot line" and perform work in a manner which will avoid possible damage.

- 15.3.2 All damage resulting from the excavation, tree planting, backfilling, etc. shall be repaired at the Contractor's expense.
- 15.3.3 Surfaces other than the planting area shall be restored by the Contractor to the condition existing prior to the planting operation.
- 13.5.4 Hand excavate, as required.
- 15.4 Excavate pits, beds and trenches with vertical sides and with bottom slightly raised at center to provide proper drainage.
 - 15.4.1 Loosen hard subsoil in bottom of excavation and scarify sides.
 - 15.4.2 For balled and burlapped trees and shrubs, scarify bottom of the excavations to a depth of 4 inches below bottom of balled or burlapped.
 - 15.4.3 Make excavations equal to the depth of ball, and diameter at least twice as wide as the root ball or root systems to accommodate the entire root ball or root system and to allow enough space to permit loose backfill to be worked down and around the root ball or root system.
 - 15.4.4 Planting pits shall be backfilled the same day they are dug.
 - 15.4.5 If any planting pits are to be left open when work is not in process or create a safety hazard to the public, they shall be covered over or properly barricaded.
- 15.5 Prepare soil at perennial areas by spading or rototilling deeply to a depth of at least 8 inches below finished grade.
 - 15.5.1 Add compost to planting area so that the final planting medium composition is 60% topsoil and 40% compost to an 8-inch depth.
 - 15.5.2 Rake planting bed smooth.
- 15.6 When conditions detrimental to plant growth are encountered, such as rubble fill or adverse drainage conditions, notify City Representative.
- 15.7 Maintain grade stakes set by others until removal is agreed upon by all parties considered.

16. PLANTING TREES AND SHRUBS

- 16.1 Planting shall be performed only be by experienced persons familiar with planting procedures under the supervision of a qualified supervisor.
- 16.2 Set balled and burlapped stock plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades.
- 16.3 Rotate plants to give the best appearance and relationship to each other or adjacent structures.
- 16.4 Plant material shall be lifted, carried and/or lowered by the root ball, never by the trunk.
- 16.5 For all plants other than evergreens, remove burlap from sides of balls but retain burlap on bottoms.
- 16.6 Where wire basket used, cut and remove the top ½ of the wire basket without disturbing plant roots.
- 16.7 Completely remove containers for container grown stock.
- 16.8 Place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets.
 - 16.8.1 When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill.
 - 16.8.2 Repeat watering until no more water is absorbed.
 - 16.8.3 Apply plant starter at manufacturers' suggested rates during watering process.
 - 16.8.4 Water again after placing finally layer of backfill.

- 16.8.5 Remove all ropes and wires from tops of balls.
- 16.8.6 Dish top of backfill to allow for mulching.
- 16.9 Mulch plant pits shall not have less than a 3-inch thickness of mulch worked into the top of the backfill and finish level with adjacent finish grades.
 - 16.9.1 Mulch within 24 hours of planting.
 - 16.9.2 Thoroughly water mulched areas.
 - 16.9.3 After watering, rake mulch to provide a uniform finished surface.
- 16.10 Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage, when directed.
- 16.11 Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice.
 - 16.11.1 Prune trees to retain required height and spread.
 - 16.11.2 Unless otherwise directed by City's Representative, do not cut tree leaders and remove only injured or dead branches from flowering trees.
 - 16.11.3 Prune shrubs to retain natural character.
 - 16.11.4 Prune evergreens only to remove broken or damaged branches.
- 16.12 Remove and replace excessively pruned or mis-formed stock resulting from improper pruning only upon the City Representatives request.
- 16.13 Staking of trees shall be completed immediately after planting.
 - 16.13.1 Trees are to be staked with three (3) 2-inch by 2-inch by 24-inch wood stakes driven at approximately a 45 degree angle to the ground place to avoid the root system.
 - 16.13.2 Tree should be tied with a figure-eight loop between the tree and stake to allow for flexibility.
 - 16.13.3 Do not tie tree to rigidly to the stake.
 - 16.13.4 Stakes shall be driven so they support the trees and are firm.
 - 16.13.5 Guy wires shall be sufficiently tight to transfer support from the stake to tree.
- 16.14 A watering basin shall be constructed for all plant material.
 - 16.14.1 Surplus material from the excavation shall be thinly scattered and leveled so as to leave a mat, smooth appearance.
 - 16.14.2 The complete water basin shall be filled with water prior to the installation of the mulch.

17. PLANTING PERENNIAL PLANTS

- 17.1 Moisten soil before planting and allow it to dry slightly until workable.
- 17.2 Set plants at specified spacing.
- 17.3 Do not remove plant from container until it is to be set in planting soil.
- 17.4 Mulch perennial plants.
 - 17.4.1 Provide not less than 2-inch thickness of mulch and work into top of backfill and finish level with adjacent grades.
 - 17.4.2 Mulch within 24 hours of planting.
 - 17.4.3 Thoroughly water mulched areas.
 - 17.4.4 Mulch shall cover all disturbed earth within the perennial planting area.

18. SEEDING

- 18.1 Seeding shall include application of pre-emergent.
 - 18.1.1 The pre-emergent shall be suitable for use in establishing newly seeded fescue planting.
 - 18.1.2 The contractor shall follow the manufacturer's rate and method of

application unless directed otherwise.

18.2 Seed mix shall be **specified per job by the project representative.**

19. SOD PLUGS

- 19.1 Plant individual plugs with root cluster and portions of stem buried in soil.
 - 17.1.1 Firm soil around plugs after planting.
 - 17.1.2 Do not cover tips.
- 19.2 Space plugs 12 inches on center each direction, unless otherwise specified.
- 19.3 Water plugs with a fine spray immediately after planting.
- 19.4 Apply Plateau herbicide, or approved equal pre-emergent control within 5 days after initial watering at a rate of 1oz per acre.
- 19.5 Maintain plugged areas until completions and acceptance of the entire project.
- 19.6 Maintain plugged areas including watering, weed control, mowing, applications of herbicides, fungicides, insecticides, re-sodding or re-plugging until an established planting is achieved and accepted by the City's Representative.

20. WATERING

- 20.1 Contractor responsible for all equipment required for watering, including hoses and other methods of transportation.
- 20.2 Hoses shall be free of substance harmful to plant material.
- 20.3 Water resources include the following alternatives:
 - 20.3.1 Non-potable water from the Teresa Street Waster Water Treatment Plant (available at no cost to Contractor).
 - 20.3.2 Water Hydrant (meters must be used and are available for fee through the Lincoln Water Department).
- 20.4 Billable water cost will be reimbursed to Contractor provided a statement showing dates, quantities, and source are presented.

21. CLEANUP AND PROTECTION

- 21.1 Proceed and complete landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) as rapidly as the site becomes available working within seasonal limitations.
- 21.2 During landscape work (i.e. planting, seeding, sodding, watering, maintenance, etc.) and seeding/sodding work, keep pavements clean and work areas in an orderly condition.
- 21.3 Protect exiting utilities, paving, plant material, and other facilities from damage caused by seeding operations.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF BIDDING DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.

19. LIVING WAGE

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

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

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract, insert the date of signature at the beginning of the Contract, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. CITY AUDIT ADVISORY BOARD

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

24. **E-VERIFY**

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE CLAUSE TO BE USED FOR ALL UNIT PRICE CONSTRUCTION CONTRACTS LANCASTER COUNTY,
NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA
OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.

- c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

**CITY OF LINCOLN/LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION
ATTACHMENT A**

**GENERAL SERVICES FOR MISCELLANEOUS LANDSCAPING INSTALLATION AND MAINTENANCE SERVICE
(PROJECTS UNDER \$10,000.00), QUOTE 2894**

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	_____
Number of Days to Complete	_____

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Landscaper			
General Laborer			
Any additional employee (excluding Subcontractors)			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$

--

FIRM: _____

BY: _____

ADDRESS: _____

PHONE _____

Change Order #: _____

Accepted: _____

Not Accepted: _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____

Unit Price Service Contract Instructions GENERAL CONSTRUCTION (UNDER \$10,000.00)

The City/County Purchasing Division has established "unit price" bids from our local repair and service contractors in an effort to streamline the process necessary to obtain services from various trades to perform small emergency and routine maintenance and repair for our facilities. Without this type of arrangement the specification and notice to proceed were unduly delayed or administratively prohibitive.

1. **DEFINITIONS:** For the purposes of this process the following definitions shall apply:
 - 1.1 **Unit Price Contract:** This series of contracts for routine maintenance, repair and/or remodel with the Owners for labor and material projects equal to or less than \$10,000.00 per project will establish approved hourly rates for the same utilizing a fair and competitive bid process. The Purchasing Division will require proof of insurance and a \$10,000 payment bond and performance bond from each contractor for the duration of the contract. During the course of the contract period, any Owners Department / Division / Agency may utilize the established unit price contract for maintenance, repair and small remodeling projects under \$10,000. Unit Price Service Contracts shall not include contracts involving: a) any street, alley bridge or highway, or b) the new construction, furnishing, erection or installation of any building or structure.
 - 1.2 **Labor and Materials:** (time and materials) The contractor will be paid for labor and materials instead of charging a fixed price or percentage of costs. Contractor shall provide a quote to the Owners for time and materials for the actual projected labor hours and material incorporated into or used solely for the project.
 - 1.3 **Unit Price Contractor:** Shall mean any person that enters into a Unit Price Service Contract as a service provider.
 - 1.4 **Maintenance and Repair:** Unit price contracts are restricted to ONLY MAINTENANCE, REPAIR SERVICES AND LIMITED REMODELING THAT TOTAL no more than \$10,000 FOR THE ENTIRE PROJECT. Project Managers shall not divide work or phase project to avoid this limitation. Maintenance and repair shall be limited in scope to expenditure needed to preserve a property's original status and functionality or to compensate for wear and tear and minor remodeling to improve the regular compliance for the facility.
 - 1.5 **Owners** shall mean the agencies, departments and offices of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission, Nebraska.

- 1.6 **Owner's Project Manager:** The "Project Manager" as used in this process shall mean the Owner's department / division or agency manager / supervisor or by or through that person's duly authorized assistants. The Project Manager shall be responsible for general management (getting quotes, selecting contractor, scheduling work, supervising the work and insuring payment to the contractor for said work) of work performed utilizing the Unit Price Contracts.
- 1.7 **Project:** The Unit Price Contracts are restricted to projects for \$10,000 or less. Projects shall mean the entire scope of the work incorporated into a planned undertaking of related activities to reach an objective that has a beginning and an end.
- 1.8 **Quotation:** A written proposed estimation of the labor and materials of the individual project to determine an appropriate price to complete the work is required for all projects.

2. **SELECTION POLICIES AND PROCEDURES:**

- 2.1 Any Owner Department, Division or Agency may utilize the unit price contracts for small maintenance and repair services with a total project cost of \$10,000 or under.
 - 2.1.1 \$0 to \$10,000: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors,
- 2.2 Right to Audit: The Purchasing Agent has the right to audit any project for compliance with this procedure. The Purchasing Agent may suspend any Project Manager from using this procedure for non-compliance including, but not limited to the following:
 - 2.2.1 Project is over \$10,000.
 - 2.2.2 Project was subdivided into small phases to avoid the \$10,000 Project limit.
 - 2.2.3 If proper documentation has not been retained by the Project Manager.
 - 2.2.4 If Purchasing Agent has reason to believe the Project Manager is not providing fair and open access to all available Unit Price Contractors for the work covered under this program.
- 2.3 The following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

ATTACHMENT B

DEPARTMENTAL/AGENCY REPRESENTATIVES

Lincoln City Libraries

Jen Katz, Grubb & Ellis
Property Manager for Libraries
300 N 44th St., Ste 100
Lincoln, NE 68508
467-1234

Parks & Recreation Department

2740 "A" Street
Lincoln, NE 68502
Jerry Shorney Supt. Parks/Operation
441-8259
J.J. Yost, Planning & Const. Mgr.
441-8255
Mark Canney, Park Planner
441-8248

Urban Development

808 P Street, Suite 400
Lincoln, NE 68508
441-7606
Wynn Hjermstad, Community Dev. Mgr.
441-8211
Dallas McGee, Assistant Director
441-7857

Lincoln Fire Department

John Huff, Assistant Chief or his duly appointed
Representative
1801 Q Street
Lincoln, NE 68508
441-8354

Lincoln Water System

John Miriovsky, Superintendent of Operations
2021 N. 27th Street
Lincoln, NE 68503
441-7571

Public Works, Engineering Services

531 Westgate Blvd., Suite 100
Lincoln, NE 68528-1563
441-7711
Karl Fredrickson, Asst. City Engineer
441-5673
Thomas Schaffer, Design/Const. Mgr.
441-7837

Public Works, Street & Traffic Operations

Bill Nass, Maintenance Coordinator
901 N. 6th Street
Lincoln, NE 68508
441-7701

County/City Property Management

920 "O" St., Ste. 203
Lincoln, NE 68508
Fred Little Facilities Manager
432-8526



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name ImageScapes, Inc		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 2520 Surrey Ct.		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68512

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services. Material used for WATER services are taxable per Reg. 066.14A.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).