

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR HAVELOCK BUSINESS DISTRICT MOWING
QUOTE NO. 4793
FIRST RENEWAL**

This Amendment is hereby entered into by and between **Gray and Grandpa Mowing, Inc., 6342 Seward Ave., Lincoln, NE 68508** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **May 30, 2014**, under **D. O. No. 11177**, (the "Contract"), for the **Annual Requirements for Havelock Business District Mowing, Quote No. 4793** which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 30, 2014 through May 29, 2015, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning May 30, 2015 through May 29, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,500.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Contract shall be from May 30, 2015 through May 29, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,500.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR HAVELOCK BUSINESS DISTRICT MOWING
QUOTE NO. 4793
FIRST RENEWAL**

**Vendor, please sign, date and return within 10 days of receipt.
You must return an original copy of the document.**

Mail to: City/County Purchasing
Attn: Kim
440 So. 8th St., Ste. 200
Lincoln, NE 68508

Company Name:	Gray and Grandpa Mowing, Inc.
By: (Please Sign)	<i>Matthew G. Gray</i>
By: (Please Print)	Matthew G. Gray
Title:	CEO
Company Address:	6342 Seward Ave. Lincoln NE 68507
Company Phone & Fax:	402-326-2663
E-Mail Address:	grayandgrandpamowing@mail.com
Date:	4-1-15
Contact Person for Orders or Service:	Matthew Gray
Contact Phone Number:	402-326-2663

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR HAVELOCK BUSINESS DISTRICT MOWING
QUOTE NO. 4793
FIRST RENEWAL

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

Andy L. Duba, Deputy
City Clerk



David Sanders

Urban Development Director

12903

Approved by Directorial Order No. _____

dated 4/17/15

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Havelock Business District Mowing
Quote 4793**

**Gray and Grandpa Mowing, Inc.
6342 Seward Ave.
Lincoln, NE 68508
(402)326-2663**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Gray and Grandpa Mowing, Inc., 6342 Seward Ave., Lincoln, NE 68508**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Havelock Business District Mowing, Quote 4793** and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$4,000.00 during the contract term without approval.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option for renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Havelock Mowing Map
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Sandra L. Dubas
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Urban Development Director

Approved by Directorial Order 11177

Dated May 30th, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Gray and Grandson Mowing, Inc.
Name of Corporation

6342 Seward Ave.
(Address)

By: *Matthew Glen Gray*
Duly Authorized Official

CEO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	4793	Department		Department
Title	Havelock Business District Mowing	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	04/22/2014	Telephone	(402) 441-7428	Telephone
Close Date	4/28/2014 10:00:00 AM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company Gray and Grandpa Mowing, Inc
 Address 6342 seward ave
 lincoln, NE 68508
 Contact matthew gray
 Department
 Building
 Floor/Room
 Telephone 1 (402) 3262663
 Fax 1 (402) 3262663
 Email mttgry8@aim.com
 Submitted 4/26/2014 9:42:22 AM CT
 Total \$105.00

Signature _____

Supplier Notes

I am unable to post in the response attachments my references so here is the list.

Dave Cole
 Owner of Isles pub and pizza
 402-4998791

Doug Swanson
 Owner of MetalWorks Inc.
 402-432-4711

Jon Mumgaard
 Co-Owner of Brewsky's bar and grill
 402-610-1947

Bid Notes _____

Bid Activities

Date	Name	Description
4/24/2014 2:30:00 PM	Pre-Bid Meeting	A pre-bid meeting will held on the 24th of April at 2:30 p.m.; meet at the corner of N 62nd Street and Platte Ave.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Contact	Name of person submitting this bid:	Matthew Glen Gray
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	our price is good for at least the first year
10	Map	I acknowledge reading and understanding the Project Map.	Yes
11	Equipment List	I have attached a list of the equipment required to perform this work in the Response Attachments section of the ebid or have listed them in the space provided here.	truck, trailer, riding mower, walk behind mower, string trimmer, blower, spreader
12	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them. I have attached a list of references in the Response Attachment Section of the ebid.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Mowing, Trimming and Maintenance	\$60.00
Item Notes: Cost shall be for each mowing. Mowing shall be done weekly unless varied due to weather conditions.				
Supplier Notes: This includes trimming sidewalk and curb lines as well as around trees and poles(taking care not to chip paint or chew bark off trees). We also blow off any grass/mulch that sprays onto walkways and drives.				
2	1	EA	Fertilizer / Weed Control Treatments	\$45.00
Item Notes: Price is per treatment				
Supplier Notes: For fertilizing we do a four to five step program depending on what the weather conditions are. We blow back onto turf grass any granules that land on walkways and drives.				
Alt 1	1	EA	Alt Spec: Applications of weed controlling sprays are only applied if and when needed. Typically no more than two times a year unless there is a need for it.	50.00
Alt Manufacturer: none Alt Manufacturer #: none				
Item Notes: Price is per treatment				
Supplier Notes:				
			Response Total:	\$105.00

SPECIFICATIONS HAVELOCK BUSINESS DISTRICT MOWING

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The Havelock Business Improvement District desires to contract services for Turf Mowing, Fertilization, and Weed control in the Havelock Business District.
 - 1.1.1 An area generally defined as a block north and south of Havelock Avenue, between Cornhusker Highway on the west, 60th Street to the east.
- 1.2 The term of the agreement shall be for the one (1) year, with option to renew for three (3) additional one (1) year terms at the prices being bid.
- 1.3 The mowing season will begin April 28, 2014 and run through November 14, 2014.
- 1.4 All services shall be provided to the satisfaction of the Havelock Business Association, and the City of Lincoln Urban Development Department.
- 1.5 Contractor shall submit monthly invoices to:
 - Dave Cole
 - The Isles
 - 6232 Havelock Avenue
 - Lincoln, NE 68507
- 1.5.1 Copy of invoices shall be sent to Urban Development Department at:
 - Urban Development Department
 - 555 South 10th Street
 - Lincoln, NE 68508
- 1.5.2 Invoices shall include itemized costs.
- 1.6 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.7 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.8 No direct contact is allowed between Vendor and other City staff throughout the bid/quote process.
 - 1.8.1 Failure to comply with this directive may result in Vendor bid/quote being rejected.
- 1.9 *A pre-bid meeting will be held on Thursday, April 24, 2014 at 2:30 PM.*
 - 1.9.1 *Location: At the business corner of N. 62nd Street and Platte Ave.*

2. MOWING AND TRIMMING REQUIREMENTS

- 2.1 All work shall be coordinated with Havelock Business District Board member, David Cole, or his designated contact.
- 2.2 The period of time between mowing is intended to be weekly, but may vary during the mowing season due to weather conditions.
- 2.3 All trash, & debris shall be picked up before each mowing on lawn and around facility.
- 2.4 Mowing shall be coordinated so that turf height does not exceed 5 inches.
- 2.5 Mowing height guidelines are as follows:
 - 2.5.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
 - 2.5.2 Summer (July/August) season - 4 inches.
- 2.6 All obstacles shall be string trimmed on the same day that mowing.
 - 2.6.1 Trimming shall be performed as needed around trees, light posts, sign posts, curbs, sidewalks, buildings and curbed planting areas.
 - 2.6.1.1 Special attention given to not rip up trees and etc.

- 2.7 Contractor shall do a spring and fall clean up of the area including removal of leaves and debris in the identified mowing areas only.
- 2.8 Mowing lawn between sidewalk and curb, in half block strips, at or five (5) locations.

3. **FERTILIZING AND WEED CONTROL**

- 3.1 Contractor shall complete work according to a schedule set by the Contractor to effectively control weeds and fertilize the grass as to ensure a lush green lawn throughout the year.
 - 3.1.1 Contractor shall specify the number of fertilizer and/or weed control treatments per year in the attribute section of the bid.
 - 3.1.2 Owner shall determine the effectiveness of the treatments being applied and may withhold payment if not satisfied with the appearance of grass at mowing locations.
 - 3.1.2.1 In such cases the Owner and Contractor shall meet to discuss a plan of action to improve the service and appearance of lawn.
 - 3.1.2.2 If Contractor continues to fail in meeting expectations, the contract shall be terminated immediately and payment will be forfeited.
 - 3.1.3 Contractor is not responsible for condition of grass if Owner fails to properly maintain lawn beyond Contractors services.
- 3.2 Contractor shall notify Owner of the presence of bag worms or grubs at the locations designated for maintenance.
 - 3.2.1 Upon notification, the Owner may request services be provided to control such pests at the price indicated in the e-bid.
- 3.3 In the event that new grass has been seeded or other work is being performed at the location, Contractor shall contact Owner prior to providing service in order to avoid damaging new seed or affecting soil prior to seeding.

4. **ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY**

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

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

- 5.1 Contractor shall have a minimum of two (2) years experience in commercial property maintenance.
- 5.2 All equipment must be well maintained and in a good safe operating condition.
 - 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs for all equipment.
 - 5.2.2 A listing of (3) commercial references shall be attached to you supplier response section of the bid including company name, contact person,

and phone number for past and current mowing contracts of similar size and capacity on your company letterhead.

- 5.2.3 A listing of equipment to be used in the performance of work in accordance with this agreement.
- 5.3 The City/County reserves the right to award the bid to the most responsive, responsible bidder for the Havelock Business District, Urban Development Department.
 - 5.3.1 Quality and capacity of equipment, experience of bidder and information received from references shall be considered in the award of bid.

6. FUEL COST ESCALATION CLAUSE

- 6.1 No request for a fuel adjustment may be requested for the first 3 months of the contract.
 - 6.1.1 Triggered by a 20% rise in gas prices over the first three months of the contract.
 - 6.1.1.1 If gas goes up by 20%, the Contractor may request a fuel adjustment, by July 28th.
 - 6.1.1.1.1 The fuel price will be determined using the AAA Daily Fuel Gauge Report - Lincoln, NE Average Price. (www.fuelgaugereport.com)
 - 6.1.1.2 Such fuel adjustment shall be listed on the invoices submitted for payment as a separate line item.
 - 6.1.1.3 Failure to complete the invoice as required will result in the non-payment of fuel increase.
- 6.2 The Contractor agrees that it will, to the maximum extent possible, obtain fuel at the lowest price available to the Contractor.
 - 6.2.1 Contractor agrees to submit fuel cost documentation, including a copy of fuel receipts showing the exact cost per gallon, date of purchase and number of gallons purchased for the completion of services.
 - 6.2.1.1 Fuel receipts must correspond with the dates that mowing services were performed for the City.

7. COMPENSATION

- 7.1 The price submitted by the contractor for each service MUST be bid as indicated in the line items of the e-bid which shall include the cost of labor, materials and equipment to complete the job as requested.
- 7.2 Contractor shall notify David Cole (402-464-1858) or designated representative of the Owner immediately following application of any fertilizer or chemical.
 - 7.2.1 Failure to notify Owner of every application may result in loss of payment for services.
 - 7.2.2 Payment for optional services shall be processed for payment upon receipt of statement and invoice from vendor.

8. TERMINATION

- 8.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 8.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 8.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.