

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
THERESA STREET AND NORTHEAST WASTEWATER TREATMENT FACILITY
TURF MAINTENANCE (MOWING)
BID NO. 13-071
SECOND RENEWAL**

This Amendment is hereby entered into by and between **Beatrice Lawn Care, Inc., 1401 Paddock Lane Beatrice, NE 68310** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **May 17, 2013**, under **D. O. No. 09256**, (the "Contract"), for the **Theresa Street and Northeast Wastewater Treatment Facility Turf Maintenance (Mowing), Bid No. 13-071**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is April 1, 2013 through March 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D.O. 10920 on, April 4, 2015 to renew the Contract for an additional one (1) year term from April 1, 2014 through March 31, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning April 1, 2015 through March 31, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$27,000.00** 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 April 1, 2015 through March 31, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$27,000.00** 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.

Official City Use Only

Dated this <u>11th</u> day
of <u>March</u> 2015
 _____ Chris Beutler, Mayor

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

Company Name: (Please Print)	Beatrice Law Care, Inc
By: (Please Sign)	
By: (Please Print)	Joe Armstrong
Title: (Please Print)	President
Company Address: (Please Print)	1401 Paddock Ln, Beatrice, NE ⁶⁸³¹⁰
Company Phone & Fax: (Please Print)	(402) 239-9930 (402) 223-5186
E-Mail Address: (Please Print)	joe.2106@hotmail.com
Date: (Please Print)	2/12/15
Contact Person For: "Orders or Service" (Please Print)	Joe Armstrong
Phone Number:	(402) 239-9930

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
THERESA STREET AND NORTHEAST WASTEWATER TREATMENT FACILITY
TURF MAINTENANCE (MOWING)
BID NO. 13-071
FIRST RENEWAL**

This Amendment is hereby entered into on this 4th day of April, 2014 by and between **Beatrice Lawn Care, Inc., 1401 Paddock Lane, Beatrice, NE 68310** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated May 17, 2013, under **D. O. No. 09256**, (the "Agreement"), for the **Theresa Street and Northeast Wastewater Treatment Facility Turf Maintenance (Mowing), Bid No. 13-071**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 1, 2013 through March 31, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning April 1, 2014 through March 31, 2015; and

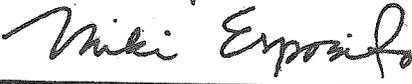
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from April 1, 2014 through March 31, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Official City Use Only

Dated this <u>4th</u> day
of <u>April</u> 2014

Public Works & Utilities Director

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

Company Name: (PLEASE PRINT)	<u>Beatrice Lawn Care, Inc</u>
By: (PLEASE PRINT)	<u>Joe Armstrong</u>
By: (PLEASE SIGN)	
Title:	<u>President</u>
Company Address: (PLEASE PRINT)	<u>1401 Paddock Ln, Beatrice, NE 68310</u>
Company Phone & Fax: (PLEASE PRINT)	<u>(402) 239-9930 (402) 223-5186</u>
E-Mail Address: (PLEASE PRINT)	<u>joe2106@hotmail.com</u>
Date:	<u>2/27/14</u>

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Theresa Street and Northeast Wastewater
Treatment Facility Turf Maintenance (Mowing)
Bid No. 13-071**

**Beatrice Lawn Care, Inc.
1401 Paddock Lane
Beatrice, NE 68310
402.239.9930**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Beatrice Lawn Care, Inc., 1401 Paddock Lane, Beatrice, NE 68310** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

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

**Theresa Street and Northeast Wastewater Treatment Facility Turf Maintenance (Mowing),
Bid No. 13-071**

and,

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

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

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

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

Agreement to full proposal.

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

The City will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$21,500.00.

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

4. **E-VERIFY:** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. **Termination.** This Contract may be terminated by the following:
- 5.1) **Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
- 5.2) **Termination for Cause.** The City may terminate the Contract for cause if the Contractor:
- 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
- 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. The work included in this Contract shall begin as soon as possible from date of executed contract. The term of the contract shall be a one (1) year term from **April 1, 2013 through March 31, 2014** with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreements
 2. Accepted Proposal/Supplier Response
 3. Instruction to Bidders
 4. Drawings
 5. Insurance Requirements
 6. Instruction to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 13

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:
City Clerk

Teresa J. M...



CITY OF LINCOLN, NEBRASKA

Miki Esposito
Miki Esposito, Director Public Works & Utilities

Approved by:

Executive Order No.

09256

Dated

5/17/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Beatrice Lawn Care, Inc

Name of Corporation

1401 Pauldick Ln, Beatrice, NE

Address

68310

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

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Wilnes Senior Office Asst.	Address	Purchasing\City & County	Address
Email	KWilnes@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	1 (402) 441-7417		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Vince M. Mejer, Purchasing Agent	Department Building
Bid Number	13-071			Floor/Room
Title	Theresa Street and Northeast Wastewater Treatment Facility Turf Maintenance (Mowing), Bid No. 13-071	Department Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	03/12/2013	Telephone	1 (402) 441-8309	Email
Close Date	3/28/2013 12:00:00 PM CT	Fax	1 (402) 441-6513	
Need by Date		Email	vmejer@lincoln.ne.gov	

Supplier Information

Company Beatrice Lawn Care, Inc.
Address 1401 Paddock Lane

 Beatrice, NE 68310
Contact Joe Armstrong
Department
Building
Floor/Room
Telephone 1 (402) 239-9930
Fax 1 (402) 223-5186
Email joe2106@hotmail.com
Submitted 3/26/2013 9:31:43 AM CT
Total \$34,968.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
3/21/2013 1:00:00 PM	Prebid Meeting - 2400 Theresa St.	Bidders are encouraged to attend a pre-bid conference and site visitations scheduled for Thursday, March 21, 2013 at 1:00 pm, located at the Theresa Street Wastewater Treatment Facility Administration Building, 2400 Theresa Street in Lincoln.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
6	Contact	Name of person submitting this bid:	Joe Armstrong
7	Performance Bond	I acknowledge that a Performance Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
8	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.	4-72" Exmark X-Series Mowers with baggers (2012/2013), 2-Exmark/Husqvarna 60" Mowers. (All with baggers) 2-dump trucks to haul off clippings. 10+ trucks/trailers, and all necessary hand held equipment to complete the job
9	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	Bill Ebbers, Lincoln Northeast Wastewater 402-441-7168-Previous 4 years on current bid Terry Brethouwer, Beatrice Public Schools, 402-239-5025-Large Scale Public Mowing Crown Pointe Properties-Faith Medina-402-239-1859-Large Scale Apartment Complexes
10	Fuel Usage	Indicate the type of fuel (diesel or gas) and amount of each type required to complete the work as described in the specifications.	Gas-1.5 gallon per machine per hour. Approx 30-35 machine hours per mowing cycle for all 3 places.

Line Items

#	Qty	UOM	Description	Response
1	32	EA	Theresa Street Turf Maintenance ONLY LIST PRICE PER MOWING IN UNIT PRICE BOX!	\$389.00

Item Notes:

Supplier Notes: All Main Areas to be bagged and disposed of as in previous years.

2	20	EA	Theresa Street Rough Area Turf Maintenance ONLY LIST PRICE PER MOWING IN UNIT PRICE BOX!	\$300.00
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Item Notes: There will be once a week rough cut mowing at this location.

This totals 20 mowings per year.

Wastewater Facility Manager can reduce or increase the frequency as deemed necessary.

Supplier Notes:

3	32	EA	Northeast Turf Maintenance ONLY LIST PRICE PER MOWING IN UNIT PRICE BOX!	\$210.00
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Item Notes:

Supplier Notes: All Main Areas to be bagged and disposed of as in previous years

4	20	EA	Northeast Rough Area Turf Maintenance ONLY LIST PRICE PER MOWING IN UNIT PRICE BOX!	\$325.00
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Item Notes: There will be once a week rough cut mowing at this location.
This totals 20 mowings per year.
Wastewater Facility Manager can reduce or increase the frequency as deemed necessary.

Supplier Notes:

5	20	EA	Injection Site(70th & McKelvie)Rough Area Turf Maintenance ONLY LIST PRICE PER MOWING IN UNIT PRICE BOX!	\$165.00
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Item Notes: There will be once a week rough cut mowing at this location.
This totals 20 mowings per year.
Wastewater Facility Manager can reduce or increase the frequency as deemed necessary.

Supplier Notes:

Response Total: \$34,968.00
