Tracking No. 15030076

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF NURSERY STOCK (PLANT MATERIAL ONLY)
BID NO. 13-111
SECOND RENEWAL

This Amendment is hereby entered into by and between **Heritage Nursery West, 1300 Deer Trail, PO Box 51, Roca, NE 68430** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **April 30, 2013**, under **E. O. No. 086041**, (the "Contract"), for the **Annual Supply of Nursery Stock (Plant Material Only), Bid No. 13-111**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 1, 2013 through April 30, 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 E.O. 087159 on May 9, 2014, to renew the Contract for an additional one (1) year term from May 1, 2014 through April 30, 2015; and

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

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed $10,000.00 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 May 1, 2015 through April 30, 2016.
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed $10,000.00 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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF NURSERY STOCK (PLANT MATERIAL ONLY)
BID NO. 13-111
SECOND 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:	HERITAGE NURSERY
By: (Please Sign)	
By: (Please Print)	JED RIGGLE
Title:	GENERAL MANAGER
Company Address:	1300 DEER TRAIL ROCA NE
Company Phone & Fax:	402. 794. 4000 402. 794. 4015
E-Mail Address:	jed@heritagenursery.com
Date:	MAR 23
Contact Person for Orders or Service:	JED RIGGLE
Contact Phone Number:	402. 794. 4000

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF NURSERY STOCK (PLANT MATERIAL ONLY)
BID NO. 13-111
SECOND RENEWAL

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk

CITY OF LINCOLN, NEBRASKA

Lynn Johnson

Parks & Recreation Director

Approved by Directorial Order No. 12813

dated 3/26/15

kw

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF NURSERY STOCK (PLANT MATERIAL ONLY)
BID NO: 13-111
FIRST RENEWAL

This Amendment is hereby entered into on this _____ day of _____, 2014 by and between **Heritage Nursery West, 1300 Deer Trail, PO Box 51, Roca, NE 68430** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **April 30, 2013**, under **E. O. No. 086041**, (the "Agreement"), for **The Annual Supply of Nursery Stock (Plant Material Only), Bid No. 13-111**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **May 1, 2013 through April 30, 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 **May 1, 2014 through April 30, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$30,000.00** 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 Agreement shall be from **May 1, 2014 through April 30, 2015.**
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **$30,000.00** without prior approval by the City of Lincoln.
3) 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 9th day
of May 2014

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)	Heritage Nursery
By: (Please Sign)	Brenda Huegli
By: (Please Print)	Brenda Huegli
Title: (Please Print)	Office mgr
Company Address: (Please Print)	21330 Elkhorn Drive
Company Phone & Fax: (Please Print))	402.289.1616 402.289.5794
E-Mail Address: (Please Print)	brenda@heritagenursery.com
Date: (Please Print)	4.1.14
Contact Person For: "Orders or Service" (Please Print)	Amber Mainelli
Phone Number: (Please Print)	402.510.1033

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL SUPPLY
OF
NURSERY STOCK (PLANT MATERIAL ONLY)
BID NO. 13-111

Heritage Nursery West
PO Box 51
Roca, NE 68430
402.794.4000

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2013, by and between **Heritage Nursery West, PO Box 51, Roca, NE 68430**, 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 **Annual Supply of Nursery Stock (Plant Material Only) Bid No. 13-111** 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:

   City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, for an estimated sum of $24,086.00, (plus truck flat rates) 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.

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 from **May 1, 2013 through April 30, 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 Agreement
   2. Accepted Proposal/Supplier Response
   3. Specifications
   4. Special Provisions
   5. Insurance Requirements
   6. Instructions to Bidders
   7. Notice to Bidders
   8. Sales Tax 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:

Teresa J. Meier
City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No. 086041

dated 4-30-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Heritage Nursery West
Name of Corporation

ATTEST:

_____(SEAL)
Secretary

1300 Deer Trail P.O. Box 51 Roca NE 68430
(Address)

By: Scott Pickrell
Duly Authorized Official

Manager
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

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	13-111
Title	Annual Supply of Nursery Stock (Plant Material Only)
Bid Type	Bid
Issue Date	03/27/2013
Close Date	4/10/2013 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company	Heritage Nursery West
Address	PO Box 51 Roca, NE 68430
Contact	Scott Pickering
Department	
Building	
Floor/Room	
Telephone	1 (402) 794-4000
Fax	1 (402) 794-4015
Email	heritagenurserywest@hotmail.com
Submitted	4/2/2013 3:50:06 PM CST
Total	$24,086.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Scott Pickering
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	Y
7	Catalog	I acknowledge that I have delivered/mailed a current catalog listing woody plant materials available to address listed in specifications, Section 1, 1.5.	yes
8	Discount Percentage	I acknowledge that the number listed is the percentage discount off of the retail price list supplied with catalog.	0
9	Renewal is an Option	Contract Extenstion Renewal is an option.	No
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes,no
12	Installation cost for Category I	Please state your installation cost for Category I.	no installation, $75/truck flat rate delivery
13	Installation cost for Category II	Please state your installation cost for Category II.	no installation, $75/truck flat rate delivery
14	Installation cost for Category III	Please state your installation cost for Category III.	no installation, $75/truck flat rate delivery
15	Installation cost for Category IV	Please state your installation cost for Category IV.	no installation, $75/truck flat rate delivery
16	Installation cost for Category V	Please state your installation cost for Category V.	no installation, $75/truck flat rate delivery
17	Installation cost for Category VI	Please state your installation cost for Category VI.	no installation, $75/truck flat rate delivery
18	Installation cost for Category VII	Please state your installation cost for Category VII.	no installation, $75/truck flat rate delivery

19	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of $0 for respective line items. <b>	Yes
20	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	50	EA	Category I, Evergreen Tree, example Four foot (4') B & B Colorado Spruce, Picea pungens.	$92.00
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
2	25	EA	Category I, Evergreen Tree, example Four foot (4') container Concolor Fir, Abies concolor	$92.00
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
3	25	EA	Category II, Deciduous Shade Tree, example 1-1/2" B & B Swamp White Oak, Quercus Bicolor	$145.00
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
4	25	EA	Category II, Deciduous Shade Tree, example 1" container or grow bag, Kentucky Coffee Tree, Gymnocladus dioicus	$89.00
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
5	25	EA	Category III, Deciduous Ornamental Tree, example 1-1/2" B & B Eastern Red Bud, Cercis canadensis	$115.00
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
6	25	EA	Category III, Deciduous Ornamental Tree, example 1" container or grow bag, Prairie Fire Crabapple, Malus 'prairiefire'	$89.00
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
7	30	EA	Category IV, Evergreen Shrub, 15" - 18" container, example, Everlow Yew, Taxus densiformis 'Everlow'	$25.00
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes: Our price of a 5gallon Everlow			

8	30	EA	Category IV, Evergreen Shrub, 15" - 18" container, example, Broadmoor juniper, juniperus sabina 'Broadmoor'	$20.50
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:		Our price of a 5gallon Juniper	
9	30	EA	Category V, Deciduous Shrub, 15" - 18" container, example, Gro Low Sumac, Rhus aromatic 'Gro Low'	$17.95
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:		Our price of a 3gallon Gro Low	
10	30	EA	Category V, Deciduous Shrub, 15" - 18" container, example, Lo & Behold Butterfly Bush, Buddleia 'Lo & Behold'	$17.25
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:		Our price of a 3gallon Lo & Behold Butterfly Bush	
11	500	EA	Category VI, Perennial, One (1) gallon container, example, Walker's Low Catmint, Nepeta 'Walker's Low'	$5.25
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
12	200	EA	Category VII, Ornamental Grass, One (1) gallon container, example, Little Bluestem, Schizachyrium scoparium	$5.95
	Item Notes:		 This cost should include all discounts and deliver.	
	Supplier Notes:			
			Response Total:	$24,086.00

SPECIFICATIONS
FOR
NURSERY STOCK
(Plant Material Only)

1. SUPPLEMENTAL INSTRUCTIONS

1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids to purchase a wide variety of plant material from qualified nursery stock providers.

1.2 To ensure that the City is able purchase the wide variety of plant material through-out the City, multiple contacts may be awarded.

1.2.1 Awarded Contractor(s) shall furnish the plants as ordered by the Parks Planing and Construction Manager during the term of the contract.

1.3 Bidder shall submit bid documents and all supporting material via e-bid.

1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.

1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.

1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.

1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

1.5 A catalog listing woody plant materials available for the 2013 planting season and associated retail price list shall be mailed or delivered by bid opening on Wednesday, April 10, 2013 at 12:00 P.M. to:

Sharon Mulder
Asst. Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508

1.5.1 The envelope shall be marked; Bid No. 13-111, Catalog.

1.5.2 An attribute will require vendors to provide a discount percentage off the retail price listed in the catalog.

1.5.2.1 The contract pricing shall include catalog price of the nursery stock net of discount, delivery charges to planting locations, but no warranty.

1.5.3 Awarded Contractor(s) shall submit a revised catalog of woody plant materials on or about January 1st, preceding each renewal date for approval by the City.

1.5.3.1 Prices indicated in the revised catalog shall remain firm for the renewal period.

1.6 Chapter 31 Landscape Work under the City of Lincoln Standard Specifications for Municipal Construction may be found at **http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/index.htm**

2. SCOPE OF PROJECT

2.1 Line items in the e-bid shall allow vendors to submit a delivered, per plant cost for the **supply** of plant material only; which will be the responsibility of the City of Lincoln, and the contractor will not be required to replace plant material which does not survive.

2.2 Attributes in the e-bid shall allow vendors to submit a delivered, per plant cost for the **installation** of plant material, which will include the establishment and maintenance responsibilities as defined in **Chapter 31 Landscape Work under the City of Lincoln Standard Specifications for Municipal Construction**.

2.2.1 If the City chooses this option, the establishment and maintenance of the plants shall be the responsibility of the contractor and not the City of Lincoln, and the contractor will be required to replace plant material, which does not survive.

2.2.2 For drawings and details specific to the installation of plant material refer to Chapter 31.08 Planting of Trees and Shrubs.

2.2.3 If the City shall choose this option, the vendor will be required to provide a Certificate of Insurance naming the City of Lincoln as additional insured in the description of operations box near the bottom of the page.

2.3 Term of agreement shall begin May 1, 2013 through April 30, 2014 or upon contract execution; with an option to renew for three (3) additional one-year terms.

3. CONTRACTOR QUALIFICATIONS

2.1 The Contractor(s) shall be currently licensed with the Nebraska Department of Agriculture Division of Plant Industry, according to the Nebraska Plant Protection and Plant Pest Act and Associated Regulations.

4. MATERIAL SPECIFICATIONS

4.1 Nursery stock shall conform to all applicable sections of Chapter 31 of the City of Lincoln Standard Specifications for Municipal Construction relating to general plant material requirements and transporting plants to the planting site.

4.2 Estimated annual requirements of nursery stock are as follows:

4.2.1 Evergreen Trees.....75
4.2.2 Shade Trees.....50
4.2.3 Ornamental Trees.....50
4.2.4 Evergreen Shrubs.....60
4.2.5 Deciduous Shrubs.....60
4.2.6 One (1) Gallon Perennials.....500
4.2.7 One (1) Gallon Ornamental Grasses....200

5. ORDERING REQUIREMENTS

5.1 Orders for nursery stock will be placed by telephone, fax or e-mail by the Parks Planning and Construction Manager, or his authorized representative.

5.1.1 Order shall include plant material species and size, quantities, and delivery location.

5.2 Contractor shall have nursery stock available within four (4) working days of individual orders.

5.3 If delivery of nursery stock is requested, it is understood to mean placing of individual plants adjacent to planting locations at the delivery location as marked by the Park Planning and Construction Manager.