Amendment to Bid No. 13-227
Seasonal Requirements for Landscape Maintenance Services
South 48th St. Streetscape from Calvert St. to Pioneers Blvd.
(First Renewal)

This Amendment is hereby entered into on this 22 day of July, 2014 by and between **Campbell's Nurseries & Garden Centers, 5625 Pine Lake Road, Lincoln, NE 68516** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending a Contract dated **August 7, 2013**, under D.O. No. **09738**, (the "Contract"), for **Seasonal Requirements for Landscape Maintenance Services, South 48th St. Streetscape from Calvert St. to Pioneers Blvd.**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is August 1, 2013 through July 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 Contract for an additional one (1) year term beginning August 1, 2014 through July 31, 2015 ;

WHEREAS, the parties agree to increase pricing of the contract by 5% as stated on the Supplier Response, Attribute No. 9 (as per Attachment A); and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed $19,500.00, plus $52.50 an hour for pesticide application, if required, without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City D.O. No. 09738, all amendments thereto, and as stated herein, the parties agree as follows:

1) The Contract shall be renewed for an additional one (1) year term beginning August 1, 2014 through July 31, 2015.
2) The parties agree to increase pricing of the contract by 5% as stated on the Supplier Response, Attribute No. 9 (as per Attachment A).
3) The estimated expenditures for the City for the term of this renewal shall not exceed $19,500.00, plus $52.50 an hour for pesticide application, if required, without prior approval by the City of Lincoln.
4) 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 22nd day

of July 2014

Mayor

Approved by Executive Order No.

87337

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

Company Name: (PLEASE PRINT)	Campbell's Nurseries
By: (PLEASE PRINT)	Sandy Priefert
By: (PLEASE SIGN)	Sandy Priefert
Title:	President
Company Address: (PLEASE PRINT)	5625 Pine Lake Road, Lincoln NE 68516
Company Phone & Fax: (PLEASE PRINT)	(402) 423-4556 (402) 423-9653 Fax
E-Mail Address: (PLEASE PRINT)	AJC@Campbells Nursery.com
Date	07/02/2014

Attachment A

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	Contact	Name of person submitting this bid:	Andrew Campbell
5	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
6	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) Yes, b) Yes, c) 5% increase at time of renewal each year
10	Nebraska Certified Pesticide Applicator License	I acknowledge that we attached a copy of our current Nebraska Certified Pesticide Applicator License in the Vendors Response Attachment Section of the bid.	Yes
11	Nebraska Nursery Grower, Dealer or Broker License	I acknowledge that we attached current Nebraska Nursery Grower, Dealer or Broker License in the Vendors Response Attachment Section of the bid.	Yes
12	Applicators License	I acknowledge that we attached current applicators license of employees applying pesticides.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Annual Spring Maintenance	~~$11,950.00~~ $12,547.50
	Item Notes:			
	Supplier Notes:			
2	1	Lump Sum	Annual Fall Maintenance	~~$1,425.00~~ $1,496.25
	Item Notes:			
	Supplier Notes:			
3	1	Month	Monthly Maintenance	~~$525.00~~ $551.25
	Item Notes:		Price is per Month (Excludes Spring and Fall Maintenance	
	Supplier Notes:			
4	1	Hour	Pesticide Application	~~$50.00~~ $52.50
	Item Notes:		Pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor.	
	Supplier Notes:			

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pesticide Application	Please provide the amount of time it will take to do the pesticide application treatment.	Time will be based upon targeted pest and extent of spraying required.

Response Total: $13,950.00

DO 09738

Purchasing

CONTRACT DOCUMENTS

City of Lincoln
Nebraska

Seasonal Requirements of Landscape Maintenance Services,
South 48th Street Streetscape from Calvert St. to Pioneers
Bid No. 13-227

Campbell's Nurseries & Garden Centers
5625 Pine Lake Road
Lincoln, NE 68516
402.423.4556 X 233

City of Lincoln, Nebraska
Contract Agreement

THIS CONTRACT, made and entered into this 20th day of July 2013, by and between **Campbell's Nurseries & Garden Centers, 5625 Pine Lake Road, Lincoln, NE 68516** 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:

Seasonal Requirements of Landscape Maintenance Services, South 48th Street Streetscape from Calvert St. to Pioneers, Bid No. 13-227.

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 $19,775.00.

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 from **August 1, 2013 through July 31, 2014** with the option to renew for one (1) additional three (3) year terms.

Contract, and consist of the following:

1. Contract Agreements\Landscape Maintenance Service Agreement -
2. Accepted Proposal\Supplier Response -
3. Pesticide Applicator License(s) -
4. Nursery Dealer's License -
5. Qualification Statement
6. Landscape Maintenance Services for Antelope Valley Specifications -
7. Addendum 1 -
8. Plans and Drawings -
9. Special Provisions -
10. Insurance Requirements -
11. Instructions to Bidders -
12. Notice to Bidders
13. Appendix #1, #2, #3
14. Sales Tax Exemption Form 17 -

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: Teresa J Meier

City Clerk

CITY OF LINCOLN, NEBRASKA

Ann Johnson

Parks & Recreations Director

Approved by:

Directorial Order No. 09738

Dated 8-7-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____ (SEAL)

Secretary

Campbells Nurseries

Name of Corporation

5625 Pine Lake Road, Lincoln, NE 68516

Address

By: Doug Cydell

Duly Authorized Official

Vice President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
FOR
SOUTH 48th STREET
FROM CALVERT STREET TO PIONEERS BLVD.

THIS AGREEMENT, made this 20th day of July, 2013 by and between Campbell's Nurseries, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. **TERM**
The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through July 31st, 2014, with option to renew for three (3) additional one-year terms upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. **RATES**
2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. **MAINTENANCE REQUIREMENTS**
3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, and beautification areas within the public right-of-way identified herein will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 2, APPENDIX 3,** attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
3.2 **ANNUAL SPRING MAINTENANCE** (completed during March - April of the year beginning March 1, 2014).
3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of curbs needs to be removed and a 2" "V" grove edge established next to back of mowstrips to allow wood chip mulch to settle into grove to a height no greater than top of mowstrips).
3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
3.2.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum. One inch (1") additional to be applied as needed throughout the year to keep all soil covered.
3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
3.2.8 Removal of all debris from designated landscape maintenance areas.
3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of curb to back of curb.
3.2.10 Every (3) years or upon request of the city, all mulch shall be removed and replaced. Additional costs associated with this service shall be calculated based on the Spring Clean-up estimate for mulch replacement.

3.3 **MONTHLY MAINTENANCE**
3.3.1 Removal of plant material **not** included in **APPENDIX 2** from planted areas and paved areas adjacent to planted areas of the median(s), from back of curb to back of curb.
3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy

broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), back of curb to back of curb.

3.3.3 Removal of litter and debris from the planted and paved areas from back of curb to back of curb on a weekly basis, year round.

3.3.4 All weedy grasses and weedy broad leaves chemically treated must be removed within two (2) weeks of application.

3.4 **ANNUAL FALL MAINTENANCE** (completed during October 1st - November 30th of the year).

3.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.

3.4.2 Rake out and remove dead leaves and litter from designated landscaped areas.

3.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).

3.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of mowstrips needs to be removed and a 2" "V" grove edge established next to back of mowstrips to allow wood chip mulch to settle into grove to a height no greater than top of mowstrips).

3.4.5 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.

3.4.6 Removal of all debris from designated landscape maintenance areas.

3.4.7 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas on medians and designated areas, back of curb to back of curb.

3.5 **IRRIGATION SYSTEM**

3.5.1 **ANNUAL SPRING START UP** (Performed by City of Lincoln Staff the 4th week fo April weather permitting).

3.5.1 **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October or before freezing temperatures.)

3.5.2 **IRRIGATION SYSTEM MONTHLY MAINTENANCE** Contractor shall consistently check all components of the irrigation system to assure they are in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis. Malfunctioning systems will be reported to City Staff to be corrected.

3.5.3 **IRRIGATION PROGRAMMING/REPROGRAMMING** at the request of the Contractor to City Staff.

3.5.4 **IRRIGATION HOURS OF OPERATION** to occur between 2:00 a.m. and 6:00 a.m. , Sunday, Tuesday and Friday ONLY.

3.5.5 Questions to be submitted to Dave Bomberger at the Parks Office 441-6051.

3.5.6 **IRRIGATION SYSTEM MONTHLY MAINTENANCE**

3.5.6.1 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the Landscape Contractor to the City Staff. City Staff will adjust irrigation rates as requested.

3.5.6.2 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles. Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules. Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.

3.5.6.3 Monthly activation of all irrigation valves. Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Landscape Contractor shall list and report all irrigation system damages to the City of Lincoln Parks Department, Dave Bomberger at 441-6051 or designated employee.

3.6 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

3.6.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.

3.6.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 3**)within two (2) days from date of inspection to:

City of Lincoln Parks and Recreation Dept
Planning Department Attn: Dave Bomberger
2740 'A' Street

3.6.3 Such reports may also be faxed to 441-5537.

3.7 **PESTICIDE APPLICATION**

3.7.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.

3.7.2 Any proposed pesticide application(s) must be approved by the City before being done by the Contractor.

4. ADDITIONAL SERVICES

4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs and perennials) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department, Mark Canney 441-8248 prior to installation.

4.2. Any plant material replaced shall include a one year warranty. This includes trees, shrubs and perennials.

4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.

4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 **(BASIS OF PAYMENT).**

5. TERMINATION

5.1 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.

5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.

5.3 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.

6. INSURANCE

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

7. INDEMNIFICATION

7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.

7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

8. NON-DISCRIMINATION

8.1 The parties agree that in connection with the carrying out of this agreement 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.

8.2 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 actions 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.

8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. DRUG FREE WORKPLACE

9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.

10. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. INVOICES

11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Dave Bomberger.

11.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. **7. BASIS FOR PAYMENT**

11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 20th day of July, 2013.

City of Lincoln, Nebraska

Attest

Steve Hubka
Finance Director

Lynn Johnson
Parks & Recreation Director

Contractor

Campbells Nurseries
Company Name

5625 Pine Lake Road
Street Address

Lincoln NE 68516
City State Zip Code

(402) 484-7788, ext 101
Telephone Number(s)

By:

Doug Campbell
Name (Print)

Doug Campbell
Signature

Vice President
Title

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	13-227 Addendum 1
Title	Seasonal Requirements of Landscape Maintenance Services, South Street Streetscape from Calvert St. to Pioneers Blvd.
Bid Type	Bid
Issue Date	06/21/2013
Close Date	7/8/2013 12:00:00 PM CT
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	Campbell's Nurseries & Garden Centers
Address	5625 Pine Lake Road C/O Accts Receivable Lincoln, NE 68516
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 4234556 233
Fax	1
Email	
Submitted	7/8/2013 8:53:24 AM CT
Total	$13,950.00

Signature _____

Supplier Notes

Bid prices are based upon areas being in reasonable shape at start of contract. If areas are not in reasonable shape then additional costs may apply with approval of Purchasing Department.

Bid Notes

Bid Activities

Date	Name	Description
6/27/2013 9:30:00 AM	Pre-Bid Meeting	Pre-Bid Meeting on Thursday, June 27th at 9:30 a.m. at the Lincoln Parks and Rec Administration Office located at 2740 "A" Street, Lincoln, NE downstairs conference room.

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	Contact	Name of person submitting this bid:	Andrew Campbell
5	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
6	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) Yes, b) Yes, c) 5% increase at time of renewal each year
10	Nebraska Certified Pesticide Applicator License	I acknowledge that we attached a copy of our current Nebraska Certified Pesticide Applicator License in the Vendors Response Attachment Section of the bid.	Yes
11	Nebraska Nursery Grower, Dealer or Broker License	I acknowledge that we attached current Nebraska Nursery Grower, Dealer or Broker License in the Vendors Response Attachment Section of the bid.	Yes
12	Applicators License	I acknowledge that we attached current applicators license of employees applying pesticides.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

15	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid 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 faxed my bid bond.
16	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Annual Spring Maintenance	$11,950.00
	Item Notes:			
	Supplier Notes:			
2	1	Lump Sum	Annual Fall Maintenance	$1,425.00
	Item Notes:			
	Supplier Notes:			
3	1	Month	Monthly Maintenance	$525.00
	Item Notes:		 Price is per Month (Excludes Spring and Fall Maintenance	
	Supplier Notes:			
4	1	Hour	Pesticide Application	$50.00
	Item Notes:		 Pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor.	
	Supplier Notes:			

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pesticide Application	Please provide the amount of time it will take to do the pesticide application treatment.	Time will be based upon targeted pest and extent of spraying required.

Response Total: $13,950.00

SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR
SOUTH 48th STREET
FROM CALVERT STREET TO PIONEERS BLVD.

1. SCOPE

1.1 These services shall be performed for the City of Lincoln's Public Works Department and the Parks and Recreation Department on a regularly scheduled basis, except where noted.

1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified landscape maintenance services at designated location(s) for the term of the service agreement.

1.3 Care and maintenance, including replacement, of all landscaping, including watering, fertilizing, weeding, pruning, spraying, and removal and replacement of dead plantings.

1.4 The term of the initial service agreement is from August 1, 2013 to July 31, 2014, with an option to renew on an annual basis for three (3) additional one-year terms upon providing (30) days written notice to Contractor prior to the expiration of the agreement.

1.5 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.

1.6 Bidders 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 written 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.

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

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

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

2. CONTRACT AND INSURANCE

2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and the City.

2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.

2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln as an "Additional Insured" as pertains to these services.

2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

3.1 Read attached Instructions to Bidders prior to submitting bid proposal.

3.2 Bidders are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in **APPENDIX 2** for such designated location(s) prior to submitting bids.

3.3 The following documents must be submitted as part of the bid:

3.3.1 Completed and signed Bid Proposal Form.

3.3.2 Qualifications statement.

3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.

3.3.4 Listing of all equipment to be used in performing specified landscape maintenance services.

3.3.5 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance

experience.

3.4 In determining the low responsible bid, consideration may be given to the following factors:

3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.

3.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.

3.4.3 Ability of the bidder to perform the work within the time specified for specified services.

3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.

3.4.5 Quality of the bidder's performance of previous work.

3.4.6 Total annual cost of the Bid Proposal submitted.

3.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.

3.4.8 Any other information deemed relevant to the service agreement as determined by the City.

3.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the City.

3.6 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interests.

3.7 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Landscape Maintenance Services and the requirements of the service agreement.

3.8 The City reserves 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 service agreement.

4. BIDDER QUALIFICATIONS

4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.

4.2 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.

4.3 Bidder must provide a photo copy of a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.

4.3.1 Bidder must provide copies of applicators license of those employees applying pesticides on the project.

4.4 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture.

4.5 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.

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

5. RESPONSIBILITIES OF THE CONTRACTOR

5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required landscape maintenance services to the satisfaction of the City.

5.2 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction".

5.3 Provide landscape maintenance services and submit required inspection reports (see **APPENDIX 3**) in a timely and efficient manner as stipulated in the service agreement.

5.4 Protect all existing plant materials listed in **APPENDIX 2** that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape maintenance work done by contractor.

5.5 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to the City.

5.6 Provide (2) aluminum signs with information including the contractor name and phone number.

5.6.1 Sign shall be new, dice cut (or equal), aluminum meeting A.S. T.M. Specification B209, Alloy 5052-H38 of 080 gauge.

5.6.2 Size and shape must be exactly the same size and shape with all angles and corner radius uniform and exactly as specified.

5.6.3 The edges of all signs must be smooth and free of sharp edges, rough edges or burrs which would harm the hands of a person handling the signs.

5.6.4 All signs must conform to the MUTCD FHWA Standard Highways Sign Manual, 2002 Edition, standards in shape, size, corner, radius, hole location and have 3/8" holes.

5.6.5 Signs designated as City Specification shall conform to the following details in shape, size, corner radius, hole location, color, and font (see **APPENDIX 4**)

5.6.5.1 Rectangular, 080 gauge, 6" high x 12" long, green background with white Arial font.

5.6.6 Sign information to include the contractor name and phone number (No logos allowed).

5.6.7 Location to be identified by the Parks Department in conjunction with Public Works.

5.6.8 Contractor responsible for sign installation and replacement if removed under any circumstance.

5.7 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the City of Lincoln Parks Department, Dave Bomberger at 441-6051, prior to being done.

5.7.1 Contractor must provide name, target for application and MSDS information of chemical(s) to be applied.

5.7.2 Such information must be faxed to City of Lincoln Parks Department, attention Dave Bomberger at 402-441-5537 or delivered to the Administrative Office at 2740 'A' Street before **approval by the City can be given to apply such chemical(s).**

5.8 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF THE CITY

6.1 Contract administration shall be done by Dave Bomberger, with the City of Lincoln Parks and Recreation Department at 441-6051.

6.2 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Urban Development Department and/or the Business Improvement District.

6.3 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall are clearly marked and are available upon request.

7. BASIS OF PAYMENT

7.1 Payment shall be based on the lump sum prices and hourly rates indicated on the Bid Proposal Form for work actually done.

7.2 All invoices and landscape maintenance services performed pursuant to the service agreement shall be submitted to Dave Bomberger of the Lincoln Parks and Recreation Department.

7.3 The contractor shall submit invoices for payment of services performed as follows:

7.3.1 One (1) invoice submitted for entire Spring Cleanup when all stipulated work has been done to the satisfaction of the City; beginning Spring 2014.

7.3.2 One (1) invoice submitted quarterly for Monthly Maintenance done to the satisfaction of the City; schedule to follow (does not include Spring Cleanup and Fall Cleanup):
Period 1: Work performed during April, May, June, beginning Spring 2014.
Period 2: Work performed during July, August, September to be billed after September 30, 2013.
Period 3: Work performed during October, November, December, to be billed after December 31, 2013.
Period 4: Work performed during January, February, March, to be billed after March 31, 2014.

7.3.4 One (1) invoice submitted for any additional plant material installed in the Spring, that may be requested by the City of Lincoln Parks and Recreation Department.

7.3.5 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City.

7.5 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor's Bid Price Proposal (see **APPENDIX 1**)

7.6 All costs associated with labor, materials, equipment strip and preparation, equipment operation,

equipment maintenance and repair costs shall be included in the lump sum bid price and hourly rates submitted on the Bid Proposal Form.

7.7 Landscape Maintenance Inspection Reports, (see **APPENDIX 3**) must be completed and submitted as required in service agreement in order for payment of invoices to be made by the City to the Contractor for services performed.

Addendum #1
For
Seasonal Requirements of Landscape Maintenance Services
South 48th Street Streetscape
From Calvert Street to Pioneers Blvd.
Bid No. 13-227

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

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

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

1. A Bid Bond, Performance and Payment Bond have been added to the bid.

All other terms and conditions shall remain unchanged.

Dated this 1st day of July, 2013.

Sharon Mulder
Asst. Purchasing Agent