

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR IRRIGATION SYSTEM, REPAIR AND MAINTENANCE
SERVICE FOR DOWNTOWN LINCOLN AREA
BID NO. 3394
Additional Locations**

This Amendment is hereby entered into on this 31 day of July, 2014 by and between **Millard Sprinkler, 13235 Chandler Rd., Omaha, NE 68138** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 31, 2011**, under D. O. No. **5488**, (the "Agreement"), for **The Annual Requirements for Irrigation System, Repair Maintenance Service for Downtown Lincoln Area, Bid No. 3394**, which is made a part hereof by this reference.

WHEREAS, the parties wish to add the City of Lincoln, other than Downtown area, Lancaster County and Lincoln-Lancaster County Public Building Commission to this contact for the remainder of this term, March 31, 2015.

WHEREAS, the parties wish to include the option to be able to purchase parts at a discount rate on an as-needed basis; and

WHEREAS, the estimated expenditures for City Departments for the term of this amendment shall not exceed \$5,000.00 without prior approval by the City of Lincoln; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this amendment shall not exceed \$3,000.00 without prior approval of the Lancaster County Board of Commissioners; and

WHEREAS, the estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this amendment shall not exceed \$2,000.00 without prior approval of the Public Building Commission.

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

- 1) The parties wish to add the City of Lincoln, other than Downtown area, Lancaster County and Lincoln-Lancaster County Public Building Commission to this contract for the remainder of this term, March 31, 2015.
- 2) The parties wish to include the option to be able to purchase parts at a discount rate on an as-needed basis.
- 3) The estimated expenditures for City Departments for the term of this amendment shall not exceed \$5,000.00 without prior approval by the City of Lincoln.
- 4) The estimated expenditures for Lancaster County Departments for the term of this amendment shall not exceed \$3,000.00 without prior approval of the Lancaster County Board of Commissioners.
- 5) The estimated expenditures for Lincoln-Lancaster County Public Building Commission for the term of this amendment shall not exceed \$2,000.00 without prior approval of the Public Building Commission.
- 6) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR IRRIGATION SYSTEM, REPAIR AND MAINTENANCE
SERVICE FOR DOWNTOWN LINCOLN AREA
BID NO. 3394
THIRD AND FINAL RENEWAL

This Amendment is hereby entered into on this 10th day of March, 2014 by and between Millard Sprinkler, 13235 Chandler Rd., Omaha, NE 68138 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 31, 2011, under D. O. No. 5488, (the "Agreement"), for The Annual Requirements for Irrigation System, Repair Maintenance Service for Downtown Lincoln Area, Bid No. 3394, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 1, 2011 thru March 31, 2012, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from April 1, 2012 thru March 31, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from April 1, 2013 thru March 31, 2014,

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

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

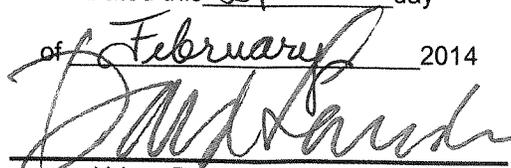
- 1) The term of the Agreement shall be from April 1, 2014 thru March 31, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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.

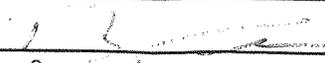
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 27th day
of February 2014


Urban Development 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)	Millard Sprinkler
By: (PLEASE PRINT)	Dustin Nihsen
By: (PLEASE SIGN)	
Title:	General Manager
Company Address: (PLEASE PRINT)	13235 Chandler Rd Ste C Omaha, NE 68138
Company Phone & Fax: (PLEASE PRINT)	402-844-1199 402-844-0299
E-Mail Address: (PLEASE PRINT)	DNE@millardsprinkler.com
Date: (PLEASE PRINT)	2-17-14

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR IRRIGATION SYSTEM, REPAIR AND MAINTENANCE
SERVICE FOR DOWNTOWN LINCOLN AREA
BID NO. 3394
SECOND RENEWAL**

This Amendment is hereby entered into on this 26 day of March, 2013 by and between Millard Sprinkler, 13235 Chandler Rd., Omaha, NE 68138 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 31, 2011, under D. O. No. 5488, (the "Agreement"), for The Annual Requirements for Irrigation System, Repair Maintenance Service for Downtown Lincoln Area, Bid No. 3394, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 1, 2011 thru March 31, 2012, 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 extend the agreement for an additional one (1) year term beginning April 1, 2013 thru March 31, 2014; and

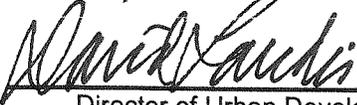
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from April 1, 2013 thru March 31, 2014.
- 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>26</u> day
of <u>March</u> 2013

Director of Urban Development

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

Executed this 11 day of March, 2013

Company Name: (PLEASE PRINT)	<u>Millard Sprinkler</u>
By: (PLEASE PRINT)	<u>Dustin Nielsen</u>
By: (PLEASE SIGN)	
Title:	<u>GM</u>
Company Address: (PLEASE PRINT)	<u>13235 Chandler Rd. Ste C</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-894-1199 F-402-894-2299</u>
E-Mail Address: (PLEASE PRINT)	<u>dnielsen@millardsprinkler.com</u>

13235 Chandler Rd
Omaha, NE 68138

Omaha Ph. (402) 894-1199
Omaha Fax (402) 894-2299

Lincoln Ph. (402) 421-6677
Lincoln Fax (402) 421-6627

MILLARD SPRINKLER



February 20, 2012

RE: Downtown Lawn Sprinkler Contract

ATTACHMENT A

To Whom It May Concern:

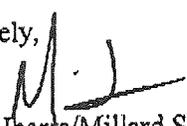
Millard Sprinkler would like to thank the City Of Lincoln for last year's business for maintaining the lawn sprinklers in the downtown area. We feel that we made a good impression with the city on completing our scope of work in a timely manner. We would be more than happy to fulfill our scope of work for the 2012 season with the following changes to amend our contract. After further review: more than two controllers per system that required extra batteries and programming, increased fuel cost, labor and product price increases, Millard Sprinkler proposes the following pricing increases for 2012:

Line Items:	Year	Amount
#1 Labor rate for supervisor	2011	\$70.00
	2012	\$75.00
#2 Labor rate for helper	2011	\$35.00
	2012	\$40.00
#3 Laborer	2011	\$20.00
	2012	\$20.00
#4 Other I.E. Plumber	2011	\$80.00
	2012	\$95.00
#5 Annual Spring Start Up	2011	\$2,083.00
	2012	\$2,875.00
#6 Annual Winterization	2011	\$2,545.00
	2012	\$3,150.00

These increases reflect "actual" labor hours performed in 2011 and a 10% decrease in labor due to our familiarity with these systems for the Start Up and Winterization. Millard Sprinkler has kept the City Of Lincoln's best interest in mind and would like to continue our exceptional service at an affordable price. Although Millard Sprinkler doesn't like to raise prices, this is the first increase we've had in 6 years due to operational costs throughout the industry. If no major changes are made in this scope of work, we do not anticipate an increase for this contract in 2013.

Thank you for your much appreciated business.

Sincerely,


Mario Ibarra/Millard Sprinkler

Prices will remain the
for 2013 as they were for 2012.



Better Business Bureau Member
Since 1995



Better Business Bureau
2005 Integrity award Honorable Mention

Amendment to Agreement for Annual Requirements for Irrigation System, Repair and Maintenance service for Downtown Lincoln Area Bid No. 3394 - First Renewal with Price Increase

This Amendment is hereby entered into on this _____ day of _____, 2012, by and between **Millard Sprinkler, 13235 Chandler Rd., Omaha, NE 68138** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 31, 2011**, under D. O. No. **5488**, (the "Contract"), for **The Annual Requirements for Irrigation System, Repair Maintenance Service for Downtown Lincoln Area, Bid No. 3394** which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **April 1, 2011 thru March 31, 2012**, with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the first (1st) of three (3) renewals to the agreement for an additional one (1) year term beginning **April 1, 2012 thru March 31, 2013**; and

WHEREAS, the parties wish to amend the agreement to reflect a **price change** for the new term of the agreement as per Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 82507, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning **April 1, 2012 thru March 31, 2013**.
- 2) The parties agree that the Owners will pay the revised pricing for the items listed in **Attachment A**, which is attached hereto and made a part hereof by this reference.
- 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 _____ day
of _____ 2012



Director Urban Development

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated _____

Company Name: (PLEASE PRINT)	Millard Sprinkler
By: (PLEASE PRINT)	Dustin Disher
By: (PLEASE SIGN)	
Title:	COM
Company Address: (PLEASE PRINT)	13235 Chandler Rd Omaha, NE 68138
Company Phone & Fax: (PLEASE PRINT)	(402) 894-1199 PH (402) 894-2299 FAX
E-Mail Address: (PLEASE PRINT)	DD@millardsprinkler.com

13235 Chandler Rd
Omaha, NE 68138

Omaha Ph. (402) 894-1199
Omaha Fax (402) 894-2299

Lincoln Ph. (402) 421-6677
Lincoln Fax (402) 421-6627

MILLARD SPRINKLER



February 20, 2012

RE: Downtown Lawn Sprinkler Contract

To Whom It May Concern:

Millard Sprinkler would like to thank the City Of Lincoln for last year's business for maintaining the lawn sprinklers in the downtown area. We feel that we made a good impression with the city on completing our scope of work in a timely manner. We would be more than happy to fulfill our scope of work for the 2012 season with the following changes to amend our contract. After further review: more than two controllers per system that required extra batteries and programming, increased fuel cost, labor and product price increases, Millard Sprinkler proposes the following pricing increases for 2012:

<u>Line Items:</u>	<u>Year</u>	<u>Amount</u>
#1 Labor rate for supervisor	2011	\$70.00
	2012	\$75.00
#2 Labor rate for helper	2011	\$35.00
	2012	\$40.00
#3 Laborer	2011	\$20.00
	2012	\$20.00
#4 Other I.E. Plumber	2011	\$80.00
	2012	\$95.00
#5 Annual Spring Start Up	2011	\$2,083.00
	2012	\$2,875.00
#6 Annual Winterization	2011	\$2,545.00
	2012	\$3,150.00

These increases reflect "actual" labor hours performed in 2011 and a 10% decrease in labor due to our familiarity with these systems for the Start Up and Winterization. Millard Sprinkler has kept the City Of Lincoln's best interest in mind and would like to continue our exceptional service at an affordable price. Although Millard Sprinkler doesn't like to raise prices, this is the first increase we've had in 6 years due to operational costs throughout the industry. If no major changes are made in this scope of work, we do not anticipate an increase for this contract in 2013.

Thank you for your much appreciated business.

Sincerely,

Mario Ibarra/Millard Sprinkler



Member
Better Business Bureau Member
Since 1993



Better Business Bureau
2005 Integrity award Honorable Mention

11030080

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Requirements for
Irrigation System,
Repair & Maintenance Service for
Downtown Lincoln Area
Bid No. 3394**

**Millard Sprinkler
13235 Chandler Rd.
Omaha, NE 68138
402-894-2299**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between Millard Sprinkler, 13235 Chandler Road, Omaha, NE 68138, 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 Requirements for Irrigation System, Repair and Maintenance Service for Downtown Lincoln Area, Bid No. 3394 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 and Attribute 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.

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. The term of the initial agreement is for one (1) year beginning April 1, 2011, with an option to renew on an annual basis for three (3) additional one-year terms, beginning April 1, 2012..
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Special Provisions, if applicable
 7. 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.

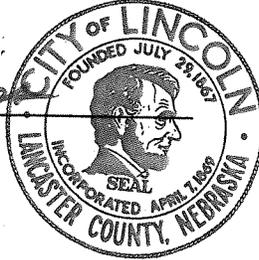
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

John E. Rose



CITY OF LINCOLN, NEBRASKA

Director, Urban Development

Approved by Directorial Order 05488

dated March 31, 2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

MILLARD SPRINKLER

Name of Corporation

13235 CHANDLER ROAD
(Address) OMAHA, NE 68138

By: [Signature]
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	Sharon R. Mulder Assistant Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Downtown Lincoln Association 206 S. 13, Suite 101 Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder, Asst. Purchasing Agent	Contact	
Phone	(402) 441-7410	Department	Purchasing	Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	3394	Floor/Room		Floor/Room	
Title	Annual Requirements for Irrigation System, Repair & Maintenance Service for Downtown Lincoln Area	Telephone	(402) 441-7428	Telephone	
Bid Type	Quote	Fax	(402) 441-6513	Fax	
Issue Date	02/25/2011	Email	smulder@lincoln.ne.gov	Email	
Close Date	3/4/2011 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Millard Sprinkler
 Address 13235 Chandler Rd
 Omaha, NE 68138
 Contact Dustin Nihsen
 Department
 Building
 Floor/Room
 Telephone 1 (402) 894 1199
 Fax 1 (402) 894 2299
 Email dnihsen@millardsprinkler.com
 Submitted 3/4/2011 10:04:16 AM CST
 Total \$4,833.00

Signature _____

Supplier Notes _____

Bid Notes _____

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	Unit Price Quotation Form	I acknowledge reading and understanding the Sample Unit Price Quotation Form to be used during contract period.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	0
7	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	65
8	Percentage Markup of all Subcontractors Cost	Percentage Markup of Sucontractor Costs. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	0
9	Attachments	I have attached the following as required in Sections 3.3 and 4.4: Qualifications Statement (3.3.2) Reference List (3.3.3) Listing of Equipment (3.3.4) Listing of Personnel (3.3.5) Irrigation Installer Documentation (4.4)	Yes
10	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a. Yes
11	Renewal is an Option	Contract Extension Renewal is an option.	Yes
12	Contact	Name of person submitting this bid:	Dustin Nihsen
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Contractor Supervisor Labor rate per hour	\$70.00
Item Notes: LABOR RATES: Amount that the contractor will bill the City for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
2	1	EA	Contractor Helper Labor rate per hour	\$35.00
Item Notes: LABOR RATES: Amount that the contractor will bill the City for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
3	1	EA	Laborer Labor rate per hour	\$20.00
Item Notes: LABOR RATES: Amount that the contractor will bill the City for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
4	1	EA	Other I.E. Plumber Labor rate per hour	\$80.00
Item Notes: LABOR RATES: Amount that the contractor will bill the City for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
5	1	EA	Annual Spring Start up	\$2,083.00
Item Notes: Lump sum price				
Supplier Notes:				
6	1	EA	Annual Winterization	\$2,545.00
Item Notes: Lump sum price				
Supplier Notes:				
Response Total:				\$4,833.00

**SPECIFICATIONS
FOR
ANNUAL REQUIREMENTS FOR IRRIGATION MAINTENANCE AND REPAIR
SERVICES
FOR DOWNTOWN LINCOLN
Bid No. 3394**

1. SCOPE

- 1.1 These services shall be performed for the City of Lincoln's Urban Development and Public Works and Utilities Department and the Downtown Lincoln Association on a regularly scheduled basis, except where noted.
- 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified irrigation repairs and maintenance services at designated location(s) for the term of the agreement.
- 1.3 Irrigation repairs and maintenance services are for all planting beds located in Downtown Lincoln, including:
 - 1.3.1 "O" Street from 9th Street to 16th Street
 - 1.3.2 "P" Street from 9th Street to 17th Street
 - 1.3.3 13th Street from "L" Street to "R" Street
 - 1.3.4 "M" Street from 12th to 13th Street
 - 1.3.5 12th Street from "L" Street to "M" Street
 - 1.3.6 7th & 'Q' Streets
 - 1.3.7 12th & 'Q' Streets
 - 1.3.8 13th & 'K' Street to Centennial Mall
 - 1.3.9 13th & 'L' Street to 'K' Street
 - 1.3.10 16th - 17th & 'O' Street
 - 1.3.11 12th & 'M' Street to 'N' Street
 - 1.3.12 12th & 'O' Street to 'P' Street - Centerstone
 - 1.3.13 9th & 'P' Street
 - 1.3.14 16th - 17th & 'P' Street
 - 1.3.15 14th & 'Q' Street
 - 1.3.16 10th & 'Q' Street - Parking Garage
 - 1.3.17 9th Street - East Pit
 - 1.3.18 9th Street - West Pit
 - 1.3.19 16th & Centennial Mall
 - 1.3.20 11th & 'Q' Street
 - 1.3.21 Embassy Hotel block (East side of 10th from P to Q, South Side of Q from 10th to 11th, West side of 11th from P to Q, and North side of P from 10th to 11th).
 - 1.3.22 1620 "Q" St. (Q Street from 16th to 17th)
 - 1.3.23 South of the Post Office on 7th St. (South Side of R Street from 7th to 8th Street, and 7th street median from Q to R Streets).
- 1.4 The attached sample agreement shall be executed with each Contractor selected for award of bid.
 - 1.4.1 Work shall be performed in accordance with the Specifications for Irrigation Maintenance Services and requirements stated in the service agreement.
- 1.5 The term of the initial agreement is for one (1) year beginning April 1, 2011, with an option to renew on an annual basis for three (3) additional one-year terms, beginning April 1, 2012.
- 1.6 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
- 1.7 For additional information regarding these specifications, please contact Sharon Mulder, Assistant Purchasing Agent, City of Lincoln, via e-mail, smulder@lincoln.ne.gov

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 irrigation maintenance services are to be performed for such designated location(s) prior to submitting bids.
 - 3.2.1 Copies of the drawings of the existing irrigation systems are attached to this bid.
- 3.3 The following documents must be submitted as part of the bid:
 - 3.3.1 Completed Electronic Bid Proposal.
 - 3.3.2 Qualifications statement provided in the attributes portion of the bid.
 - 3.3.3 A Reference list indicating past and current commercial irrigation maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone numbers provided in the attributes portion of the bid.
 - 3.3.4 Listing of all equipment to be used in performing specified irrigation maintenance services, provided in the attributes portion of the bid.
 - 3.3.5 Listing of all personnel who would be involved in performing specified irrigation maintenance services and their related commercial property irrigation maintenance experience, provided in the attributes portion of the bid.
- 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 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 Irrigation 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 irrigation contractor who has performed irrigation repairs and maintenance services similar in material, design and extent to that required for contracted area.
- 4.2 Bidder must demonstrate a familiarity with the existing downtown system by having worked on the existing system either through installation or repair.
- 4.3 Bidder must have a broad knowledge of products and applications that could be used in an irrigation design.
- 4.4 Bidder must be an Irrigation Installer and provide documentation as such in the response attachments portion of the e-bid.
- 4.5 Bidder must currently own necessary and proper tools and equipment needed to perform required irrigation 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.
- 4.6 Bidder must be able to respond to emergency calls within 24 hours of a call.

5. RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required irrigation maintenance services to the satisfaction of the City.
- 5.2 All necessary traffic barricading and signing to perform contracted irrigation 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 irrigation repairs and service in a timely and efficient manner as stipulated in the service agreement.
- 5.4 Protect all existing plant materials that are at the designated locations(s) and replace any or all damaged landscape at no cost to the City/DLA resulting from irrigation maintenance work performed by the contractor.
- 5.5 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during irrigation maintenance work at no cost to the City.
- 5.6 Submit to the Downtown Lincoln Association, any itemized invoices for irrigation maintenance services performed.
- 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 the Downtown Lincoln Association.
- 6.2 Payment of invoices for irrigation repairs and services performed by Contractor shall be made by the City of Lincoln, Urban Development Department.
- 6.3 Questions regarding the existing systems may be directed to:
- 6.3.1 Mike Ham, Public Works 441-7701 or
- 6.3.2 George, Downtown Lincoln Association 441-0020.

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 for maintenance services performed pursuant to the service agreement shall be submitted to the Downtown Lincoln Association at 1200 N Street, Suite 101, Lincoln, Nebraska 68508.
- 7.3 The contractor shall submit invoices for payment of services performed as follows:

- 7.3.1 One (1) invoice submitted for Annual Spring Start Up when all stipulated work has been done to the satisfaction of the City and the Downtown Lincoln Association.
- 7.3.2 One (1) invoice submitted for entire Annual Winterization when all stipulated work has been done to the satisfaction of the City and the Downtown Lincoln Association.
- 7.3.3 Invoice submitted per on-call service, if awarded, when all stipulated work has been done to the satisfaction of the City and the Downtown Lincoln Association.
- 7.4 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 E-Bid Proposal.
- 7.5 All costs associated with labor, materials, equipment start up and preparation, equipment operation, equipment maintenance and repair costs shall be included in the lump sum bid price and hourly rates submitted on the Contractor's E-Bid Proposal.

8. MAINTENANCE REQUIREMENTS

- 8.1 **ANNUAL SPRING START UP** (Performed by the 4th week fo April)
 - 8.1.1 Activate irrigation system.
 - 8.1.1.1 The Contractor shall give 24 hours notice to Downtown Lincoln Association (DLA) when the contractor expects to activate the irrigation system and provide a schedule.
 - 8.1.1.2 The contractor shall work with DLA to check off each location in the contract as they complete them.
 - 8.1.2 Flush out the entire system to clear of debris.
 - 8.1.3 Operate and observe the entire system and check for clogged nozzles and emitters.
 - 8.1.4 Remove any calcium buildup that may have occurred over the previous season.
 - 8.1.5 Identify broken or damaged nozzles, heads and emitters, if any.
 - 8.1.6 Inspect for leaking valves and identify those which need repair.
 - 8.1.7 Check the controller for each station in the system(s).
 - 8.1.7.1 Replace batteries annually.
 - 8.1.8 Update wireless valve programmer.
 - 8.1.8.1 Replace batteries annually.
 - 8.1.9 Inventory broken and damaged systems, if any.
 - 8.1.9.1 Provide an itemized list and cost estimate for repairs. and submit to Downtown Lincoln Association at 434-6904.
 - 8.1.10 Program sprinkler system operating schedule.
 - 8.1.10.1 Hours of operation to be coordinated with the Downtown Lincoln Association.
- 8.2 **ANNUAL WINTERIZATION** (Performed by the last week of October)
 - 8.2.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).
 - 8.2.1.1 The Contractor shall give 24 hours notice to Downtown Lincoln Association (DLA) when the contractor expects to turn off the water supply to the irrigation system and provide a schedule.
 - 8.2.1.2 The contractor shall work with DLA to check off each location in the contract as they complete the shut offs.
 - 8.2.2 Automatic systems need to have the controller (timer) shut down.
 - 8.2.3 Backflow preventers need to be removed where applicable.
 - 8.2.4 All water needs to be removed from the pipes and sprinklers.
 - 8.2.5 Turn off and open all manual drain valves where applicable.
 - 8.2.6 Blow-out the irrigation system.
 - 8.2.6.1 Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve.
 - 8.2.6.2 Continue process onto the next valve until all valve circuits have been blown out.

8.2.6.3 **NOTE: Never turn off all of the valves while the air compressor is running.**

8.2.7 Once all valves have been blown out, repeat the process beginning with the first valve.

8.2.8 Turn the automatic controller onto "rain mode" or turn off when blowing out the system has finished.

8.2.8.1 Install threaded caps over the open ends of the Backflow preventer risers, anti-siphon valve risers, and any blow out fittings until spring.

8.3 **ON-CALL SERVICE**

8.3.1 In addition to spring and winter programs for irrigation services, the City desires to contract for on-call services through out the season.

8.3.1.1 An assessment of the work to be completed (including a cost estimate) should occur within 36 hours of authorization by DLA.

8.3.1.2 Repairs should be completed within 36 hours of authorization by DLA.

8.3.1.3 The contractor should maintain an inventory of common replacement parts to make such repairs.

8.3.1.4 If a repair that meets city specifications cannot be made within that time that time frame, the contractor shall work with DLA to determine a temporary solution.

8.3.2 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit and all other applicable fringe benefits in the per hour rate shown in the line item Unit Price box.

8.3.3 No adjustments in the Labor rate or mark up percentages being bid will be allowed on work awarded during the annual contract period.

8.3.3.1 Any future fluctuation in the labor market and/or mark up calculations shall be taken into consideration at time of renewal.

8.3.4 Total on-call service hours shall not exceed 200 hours of work (maximum of 60 hours by a contractor supervisor without written authorization from DLA.

9. **TERMINATION**

9.1 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.

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

9.3 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.

10. **DRUG FREE WORKPLACE**

10.1 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.

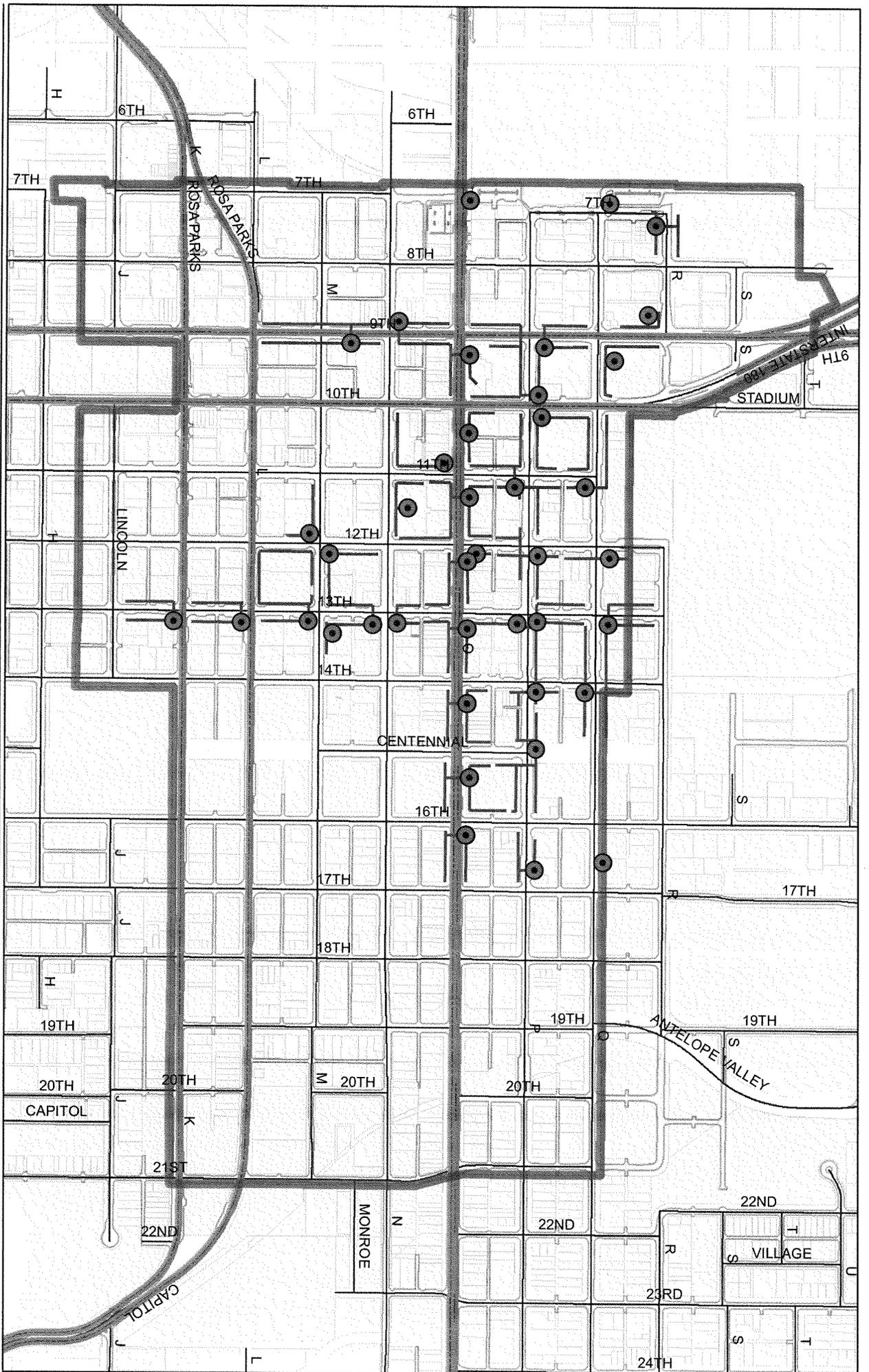
10.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

11. **INDEPENDENT CONTRACTOR**

11.1 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.

12. **ASSIGNMENT**

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



Downtown Lincoln Irrigation System

There are 41 water sources
 There is approximately 30,472 feet (1000 Ft StDev) of irrigation lines

-  BID - Expansion Boundary
-  Parcel Base
-  Irrigation_Source
-  Irrigation_Lines

DRAFT

Created/Compiled by:
 The City of Lincoln: UDD
 Created/Compiled on: 03/09/10



UNIT PRICE QUOTATION
MISCELLANEOUS ON-CALL IRRIGATION REPAIR
 Bid No. 3394

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____
FROM (CONTRACTOR): _____
PROJECT NUMBER: _____
PROJECT DESCRIPTION: _____

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

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	per hr. rate		
Contractor Supervisor			
Contractor Helper			
Laborer			
Other I. E. Plumber			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

SUBCONTRACTORS COSTS

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

\$ _____

FIRM: _____
BY: _____
ADDRESS: _____

Change Order #: _____
 Accepted: _____
 Not Accepted: _____

PHONE _____ **APPROVED BY:** _____
 Department/Agency Representative

DATE: _____