

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR MOWING SERVICES, PUBLIC WORKS DEPARTMENT,  
QUOTE NO. 3478  
THIRD RENEWAL**

This Amendment is hereby entered into on this 7<sup>th</sup> day of March, 2014 by and between Mr. Yards and More LLC, 4010 W. Irving Cir., Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated May 24, 2011, under D. O. No. 5744, (the "Agreement"), for **The Annual Requirements for Mowing Services, Public Works Department, Quote No. 3478**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 24, 2011 through May 23, 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 May 24, 2012 through May 23, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from May 24, 2013 through May 23, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning May 24, 2014 through May 23, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$7,000.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Agreement shall be from May 24, 2014 through May 23, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$7,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

**Official City Use Only**

Dated this <u>7</u> day
of <u>March</u> 2014

_____ Public Works & Utilities Director

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

Company Name: (Please Print)	Mr Gardy and more LLC
By: (Please Print)	
By: (Please Print)	Dennis Stephens
Title: (Please Print)	owner
Company Address: (Please Print)	8729 Reri Dr 685i
Company Phone & Fax: (Please Print)	402-217-3160
E-Mail Address: (Please Print)	Dstephens75@gmail.com
Date: (Please Print)	2/26/14
Contact Person For: "Orders or Service" (Please Print)	
Phone Number: (Please Print)	

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR MOWING SERVICES, PUBLIC WORKS DEPARTMENT,  
QUOTE NO. 3478  
SECOND RENEWAL**

This Amendment is hereby entered into on this 14<sup>th</sup> day of March, 2013 by and between Mr. Yards and More LLC, 4010 W. Irving Cir., Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated May 24, 2011, under D. O. No. 5744, (the "Agreement"), for **The Annual Requirements for Mowing Services, Public Works Department, Quote 3478**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 24, 2011 thru May 23, 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 May 24, 2013 thru May 23, 2014; and

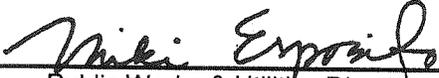
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from May 24, 2013 thru May 23, 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>14<sup>th</sup></u> day
of <u>March</u> 2013
 _____ Public Works & Utilities Director

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

Executed this 14<sup>th</sup> day of March, 2013

<b>Company Name: (PLEASE PRINT)</b>	<u>Mr Yards and more LLC</u>
<b>By: (PLEASE PRINT)</b>	<u>Bennis Stephens</u>
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	<u>Owner</u>
<b>Company Address: (PLEASE PRINT)</b>	<u>4010 W Irving Cir Lincoln NE 68521</u>
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	<u>402-217-3160</u>
<b>E-Mail Address: (PLEASE PRINT)</b>	<u>BStephens75@gmail.com</u>

**Amendment to Agreement for  
Mowing Services, Public Works Department**

07293

**Quote 3478**

**1<sup>st</sup> Renewal**

This Amendment is hereby entered into on this 6<sup>th</sup> day of April, 2012, by and between Mr. Yards and More LLC, 4010 W Irving Cir., Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated May 24, 2011, under D.O. No. 5744, (the "Agreement"), for **Mowing Services, Public Works Department, Quote 3478**, which is made a part hereof by this reference.

WHEREAS, the original Term of the Agreement is May 1, 2011 thru April 30, 2012, with the option to renew for **three (3) additional one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning April 6, 2012 thru April 5, 2013; and

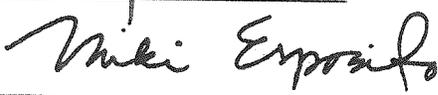
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City D.O. No. 5744, and stated herein the parties agree as follows:

- 1) The parties agree that the term of the Agreement shall be from April 6, 2012 thru April 5, 2013.
- 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.

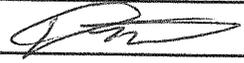
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>6<sup>th</sup></u> day
of <u>April</u> 2012

PW & U Director

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

Dated 3/9/12

Company Name: (PLEASE PRINT)	<u>Mr Yards and More LLC</u>
By: (PLEASE PRINT)	<u>Dennis Stephens</u>
By: (PLEASE SIGN)	
Title:	<u>OWNER</u>
Company Address: (PLEASE PRINT)	<u>4010 W Irving Cir Lincoln NE 68521</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402 217-3160</u>
E-Mail Address: (PLEASE PRINT)	<u>DStephens75@gmail.com</u>

**CONTRACT DOCUMENTS**

***City of Lincoln  
Nebraska***

**Mowing Services, Public Works Department  
Quote 3478**

**Mr. Yards and More LLC  
4010 W Irving Cir  
Lincoln, NE 68521  
402.217.3160**

## City of Lincoln, Nebraska Contract Agreement

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between **Mr. Yards and More LLC, 4010 W Irving Cir., Lincoln, NE 68521** 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:

**Mowing Services, Public Works Department, Quote 3478**

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:

**City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.**

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. Contract Term. The term of the Contract shall be a one (1) year term beginning May 1, 2011 thru April 30, 2012 with the option for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Instructions to Bidders
  2. Insurance Requirements
  3. Accepted Proposal
  4. Contract Agreements
  5. Specifications
  6. Addendum #1
  7. Special Provisions
  8. Sales Tax Exemption Form 13

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

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

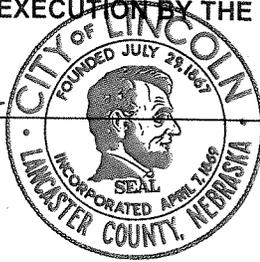
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

*Jan E. Roper*



CITY OF LINCOLN, NEBRASKA

Public Works & Utilities Director

*Big Mac*

Approved by:

Directorial Order No. 05744

Dated May 24, 2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Name of Corporation

Address

By:

Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

*Morgards and More LLC*  
*Limite Liability Company*  
*4010 W Irving Cir, Lincoln NE 68501*  
*Dennis Stephaas*

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	Public Works & Utilities, Engineering Services 901 W. Bond Street Lincoln, NE 68521
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Assistant Purchasing Agent	Contact	Greg Topil
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	3478 Addendum 1		Purchasing	Department	
Title	Mowing Services, Public Work Department	Department		Building	
Bid Type	Quote	Building	Suite 200	Floor/Room	
Issue Date	04/22/2011	Floor/Room		Telephone	(402) 441-6576
Close Date	4/29/2011 12:00:00 PM CST	Telephone	(402) 441-7428	Fax	
Need by Date		Fax	(402) 441-6513	Email	
		Email	smulder@lincoln.ne.gov		

## Supplier Information

Company Mr Yards and More LLC  
 Address 4010 W Irving Cir  
  
 Lincoln, NE 68521  
 Contact Dennis Stephens  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 217-3160  
 Fax 1 (000) 000-0000  
 Email dstephens75@gmail.com  
 Submitted 4/28/2011 11:45:18 PM CST  
 Total \$5,440.00

Signature \_\_\_\_\_

## Supplier Notes

Currently Mowing Fire Station 14 area for the city. All Insurance information is on file.  
 We would also be interested in bidding the snow removal for this property as well.

## Bid Notes

## Bid Activities

Date	Name	Description
4/26/2011 2:30:00 PM	Pre-bid Meeting and Walk Through at 949 W. Bond Street.	Pre-bid meeting and walk-through at 949 W. Bond Street, Lincoln, NE

## 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	Contact	Name of person submitting this bid:	Dennis Stephens
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	References	I have attached my References to the Response Attachment section of this bid.	Yes
7	Fertilizer/Weed Control Treatments	Please specify the number of fertilizer and/or weed control treatments per year and your program.	5- step program for fertilization and momentum weed control (see attached)
8	Electronic Signature	Please check here for your electronic signature.	Yes
9	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	24	EA	Regular (Fine Cut)Turf Maintenance ONLY LIST PRICE PER MOWING IN UNIT PRICE BOX!	\$120.00
<p>Item Notes: There will be once a week fine cut mowing at this location. This totals 24 mowings per year. CEIS Manager can reduce or increase the frequency as deemed necessary.</p> <p>Supplier Notes:</p>				
2	13	EA	Rough Cut Bi-Weekly Mowing ONLY LIST PRICE PER MOWING IN UNIT PRICE BOX!	\$170.00
<p>Item Notes: There will be once a week fine cut mowing at this location. This totals 13 mowings per year. CEIS Manager can reduce or increase the frequency as deemed necessary.</p> <p>Supplier Notes:</p>				
3	1	EA	Fertilizer/Weed Control Treatments	\$350.00
<p>Item Notes: Bid per treatment.</p> <p>Supplier Notes: Fine cut area = 5 - step program see attached 350.00 per application.(can adjust to fit CEIS Managers requests if need be)</p>				
Alt 1 1		EA	Alt Spec: Rough cut weed control Application	290.00
<p>Alt Manufacturer: Lesco Alt Manufacturer #: Momentum spray</p> <p>Item Notes: Bid per treatment.</p> <p>Supplier Notes: Rough cut weed control per application = 290.00 per with the number of applications to be determined by Mr yards and more and the CEIS manager.</p>				
Response Total:				\$5,440.00



4010 W Irving Cir  
Lincoln, NE 68521  
Dstephens75@gmail.com  
402-217-3160

***Equipment to be used for lawn care services, but not limited to any specific piece of equipment:***

- ***2010 5450 Toro Titan zero turn w/twin bagger system***
- ***2009 Evertide 27hp 66 inch deck zero turn***
- ***2008 3850 Toro Time Cutter zero turn w/ twin bagger system***
- ***Gravelly 36" walk behind***
- ***2010 21" Toro walk behind***
- ***2009 22" Lawn boy***
- ***2010 (2) Stihl straight trimmers***
- ***2010 Stihl Blower***
- ***Home lite – Back pack blower***
- ***Craftsman pruning shears***
- ***Craftsman Hand hedge trimmer***
- ***Craftsman hedge trimmer***
- ***Multiple varieties of hand tools and brooms***
- ***(3) Toro 3650 snow blowers***
- ***Poulan 30" two stage blower***
- ***John Deere 32" two stage snow blower***
- ***2000 Artic cat 500 4 wheeler with plow***
- ***1999 Yamaha 250 4 wheeler with plow***
- ***(2) Lesco power spreaders***
- ***Agri-fab commercial walk behind spreader***

***All equipment is well maintained and very clean. We pride ourselves in keeping our equipment in tip top shape.***



4010 W Irving Cir  
Lincoln, NE 68521  
Dstephens75@gmail.com  
402-217-3160

**References:**

Home Reality North  
Mrs. Elizabeth Katt  
5901 N 27th  
Lincoln, NE 68521  
(402) 416-7996

Calvary Community Church (26 acres)  
Carl Godwin  
4400 N. 1st  
Lincoln, Ne 68521  
(402) 474-0642

Mrs. Connie Harmon  
(Rental Properties)  
2309 Grant St  
Beatrice, NE 68310  
(402) 228-4455

Bauman-Barclay properties / Barclay Homes (approximately 80 properties)  
Mr. Bill Barclay  
12800 West Parker Road  
Crete, NE 68333  
(402)416-9798

Northstar properties  
Laurie Buchmann  
3272 Salt Creek Circle Suite A  
Lincoln, NE 68504  
(402) 476-1500



4010 W Irving Cir  
Lincoln, NE 68521  
Dstephens75@gmail.com  
402-217-3160

### 5-Step Fertilizer Program

Round 1 (April 15<sup>th</sup>) – Apply a pre-emergent herbicide plus fertilizer (  $\frac{1}{2}$  to  $\frac{3}{4}$  pound of Nitrogen) to the lawn. Irrigate with at least a  $\frac{1}{2}$ " inch of water 24 hours after application.

Round 2 (May 31<sup>st</sup>) – Apply a second round of pre-emergent herbicide plus fertilizer (  $\frac{1}{2}$  to  $\frac{3}{4}$  pound of Nitrogen) to the lawn. Irrigate with at least a  $\frac{1}{2}$ " of water 24 hours after application.

Round 3 (July 4<sup>th</sup>) – Apply a summer fertilizer with or without grub control to the lawn. Irrigate with at least  $\frac{1}{2}$ " of water 24 hours after application. Good summer fertilizers are our 5-10-31 with 10% iron or the 18-0-18 with 4% iron.

Round 4 (September 1<sup>st</sup>) – Apply a fall fertilizer ( 1 – 1  $\frac{1}{4}$  pounds of Nitrogen) to the lawn. Irrigate with at least  $\frac{1}{2}$ " of water 24 hours after application. We also recommend aerating and overseeding at this time.

Round 5 (November 24<sup>th</sup>) – Apply a winterizer fertilizer ( 1 – 1  $\frac{1}{2}$  pounds of Nitrogen) to the lawn at this time. This application does not need to be watered in.

# What's New in Premium Weed Controls?

**PREMIUM**  
Broadleaf Weed Control  
& Nutsedge Suppression  
with One Product!

## LESCO®

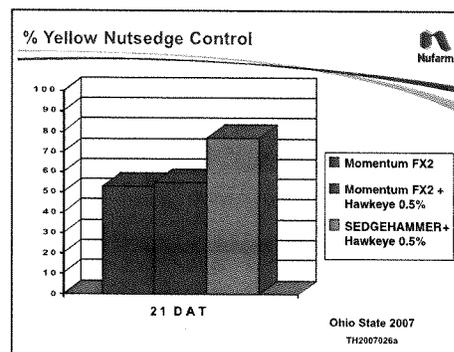
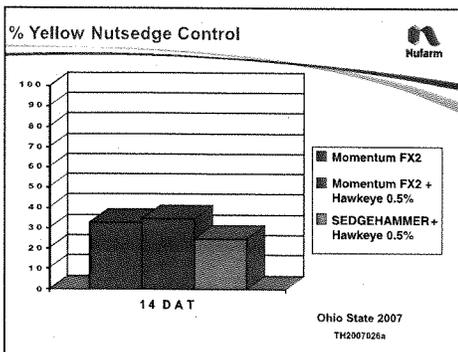
# MOMENTUM® FX<sup>2</sup>

HERBICIDE

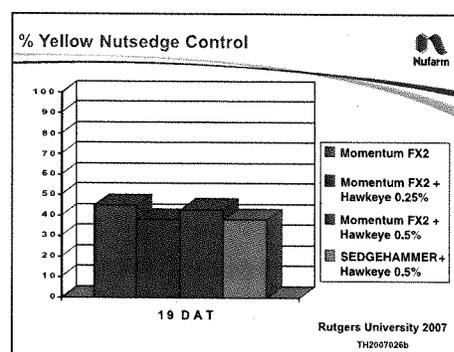
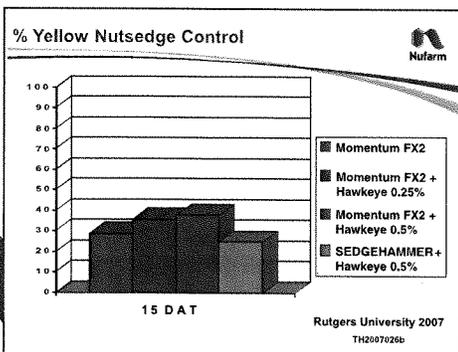
**Now Registered for Yellow Nutsedge Suppression!**

Last year's Field and University Trials confirmed that MOMENTUM® FX<sup>2</sup> used at the High Rate\* provided excellent nutsedge suppression.

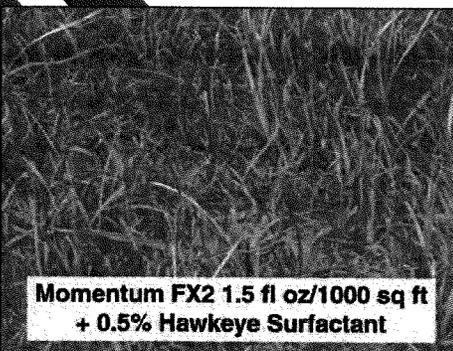
**Ohio State Data:**



**Rutgers University Data:**



Call backs are a thing of the past when Yellow Nutsedge is effected to this degree in a normal stand of turf.



**Premium broadleaf weed control and nutsedge suppression with one product and application!**

**\*High Rate = 1.5 ozs/1000 sq. ft. or 4 Pts/A**

SEDGEHAMMER™ is a trademark of Gowan Co. LLC.

MOMENTUM® is a registered trademark used by LESCO, with permission of the trademark owner.

**SPECIFICATIONS FOR TURF MAINTENANCE  
PUBLIC WORKS MUNICIPAL SERVICE CENTER FACILITIES  
QUOTE 3478**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 The City of Lincoln, Public Works Department desires to contract services for Turf Mowing, Fertilization and Weed Control at the Municipal Service Center facilities located at 949 W. Bond St. & 901 W. Bond St.
  - 1.1.1 Estimated square footage of Fine Cut mowing areas combined 140,468 sq ft. (3.22 Acres)
    - 949 W. Bond St. 80,000 sq ft
    - 901 W. Bond St. 60,468 sq ft.
  - 1.1.2 Estimated square footage of Rough Cut mowing area
    - 901 W. Bond St. 210,671 sq. ft. (4.83 Acres)
- 1.2 The term of the agreement shall be for the one (1) year, with option to renew for three (3) additional one (1) year terms at the prices being bid.
- 1.3 The mowing season will begin April 5, 2011 and run through November 15, 2011.
- 1.4 All services shall be provided to the satisfaction of the City.
- 1.5 Contractor shall submit monthly invoices to the Public Works office itemizing the services provided.
- 1.6 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.7 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto: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.

**2. MOWING AND TRIMMING REQUIREMENTS**

- 2.1 All work shall be coordinated with the Tim Pratt, CEIS Manager or his designated representative.
- 2.2 The period of time between mowing is intended to be weekly for Fine Cut areas and bi-weekly for Rough Cut areas, but may vary during the mowing season due to weather conditions.
  - 2.2.1 Contractor shall contact the Facility Maintenance Supervisor or designee for mowing schedule adjustments during extended periods of inclement weather.
- 2.3 Each mowing shall be performed between the hours of 7:00 am and 7:00 pm.
- 2.4 All trash, & debris shall be picked up before each mowing on lawn and around facility.
- 2.5 Mowing of Fine Cut areas shall be coordinated so that turf height does not exceed 5 inches.
- 2.6 Mowing of Rough Cut areas shall be coordinated so that turf height does not exceed 8 inches.
- 2.7 Mowing height guidelines are as follows:
  - 2.7.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
  - 2.7.2 Summer (July/August) season - 4 inches.
- 2.8 All obstacles shall be string trimmed on the same day that mowing is performed.
  - 2.8.1 String Trimmed areas shall not exceed the established mowing height.
  - 2.8.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and facility structures.
  - 2.8.3 Contractor shall take caution as not to damage the trunks of trees.

- 2.9 Grass clippings shall be mulched and evenly dispersed so that they are not left in wind rows.
  - 2.9.1 Grass shall not be blown into streets or onto sidewalks.
- 2.10 Contractor shall do a spring and fall clean up of the area including removal of leaves, branches, trash and debris in the grassy areas, underneath bushes, trees, drainage ways and along property fence lines.
- 2.11 The 901 W. Bond location also requires the mowing of a "Rough Cut area" which is outlined in the maps provided with the bid documents.
  - 2.11.1 Vendor shall provide pricing for "rough area" mowing on the appropriate line item of the e-bid.

### **3. FERTILIZING AND WEED CONTROL**

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

### **4. ENVIRONMENTAL AND HAZARDOUS WASTE SAFETY**

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

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

- 5.1 Contractor shall have a minimum of two (2) years experience in commercial property maintenance.
- 5.2 All equipment must be well maintained and in a good safe operating condition.
  - 5.2.1 Contractor shall provide all fuels, lubricants, maintenance and repairs for all equipment.
  - 5.2.2 A listing of (3) commercial references shall be attached to you supplier response section of the bid including company name, contact person, and phone number for past and current mowing contracts of similar size and capacity.
  - 5.2.3 A listing of equipment to be used in the performance of work in accordance with the contract.
    - 5.2.3.1 All equipment must be well maintained and in good safe operating condition.
- 5.3 The City reserves the right to award the bid to the most responsive, responsible bidder for Public Works Department.
  - 5.3.1 Quality and capacity of equipment, experience of bidder and information received from references shall be considered in the award of bid.

**6. FUEL COST ESCALATION CLAUSE**

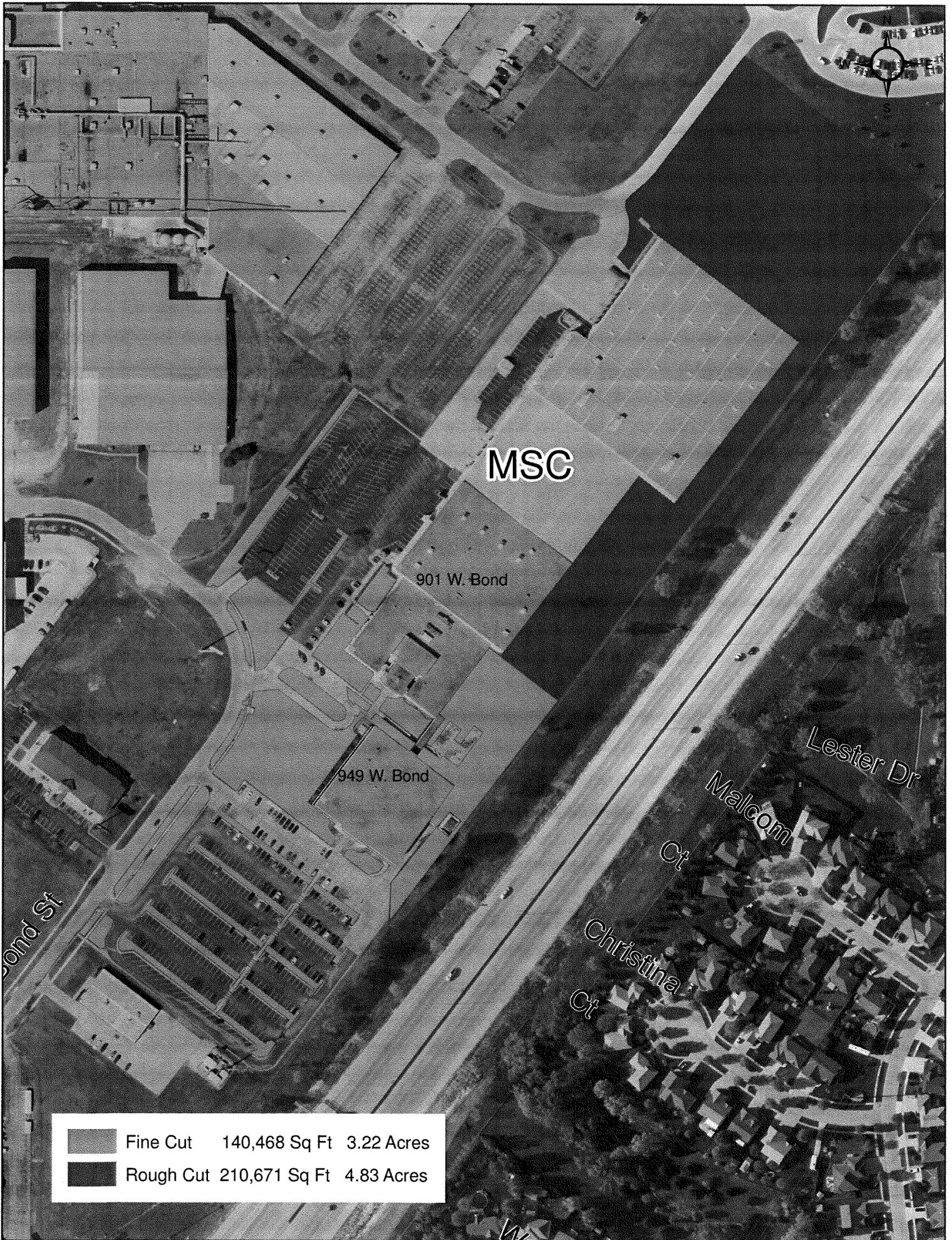
- 6.1 No request for a fuel adjustment may be requested for the first 3 months of the contract.
  - 6.1.1 Following the first three months of the contract, should the cost of fuel exceed a minimum of 20% of the cost of fuel on date the contract is executed, the Contractor may request a temporary fuel adjustment.
    - 6.1.1.1 The fuel price will be determined using the AAA Daily Fuel Gauge Report - Lincoln, NE Average Price. ([www.fuelgauge.com](http://www.fuelgauge.com))
    - 6.1.1.2 Such fuel adjustment shall be listed on the invoices submitted for payment as a separate line item.
    - 6.1.1.3 Failure to complete the invoice as required will result in the non-payment of fuel increase.
- 6.2 The Contractor agrees that it will, to the maximum extent possible, obtain fuel at the lowest price available to the Contractor.
  - 6.2.1 Contractor agrees to submit fuel cost documentation, including a copy of fuel receipts showing the exact cost per gallon, date of purchase and number of gallons purchased for the completion of services.
    - 6.2.1.1 Fuel receipts must correspond with the dates that mowing services were performed for the City.

**7. COMPENSATION**

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

**8. TERMINATION**

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



	Fine Cut	140,468 Sq Ft	3.22 Acres
	Rough Cut	210,671 Sq Ft	4.83 Acres

**Addendum #1**  
for  
**MOWING SERVICES, PUBLIC WORKS DEPARTMENT**  
**QUOTE 3478**

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:

- Q. Is Spring and Fall cleanup to be listed as a separate line item? Or is it to be figured into the mowing bid price?
- A. We would like them to be figured into the mowing costs.
- Q. Is the "Rough Cut" area to be fertilized? And or weed controlled?
- A. The "Rough Cut" area will not be fertilized, but will require weed control.

All other terms and conditions shall remain unchanged.

Dated this 27th of April, 2011.

Sharon Mulder, Asst. Purchasing Agent