

**AMENDMENT TO CONTRACT  
CITY OF LINCOLN  
TURF MAINTENANCE FOR NORTHEAST POLICE STATION  
QUOTE NO. 3899  
THIRD RENEWAL**

This Amendment is hereby entered into by and between Mr. Yards and More, LLC, 8729 Remi Drive, Lincoln, NE 68526 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 26, 2012, under D. O. No. 07231, (the "Contract"), for **Turf Maintenance for the Northeast Police Station, Quote No. 3899**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 26, 2012 through March 25, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D.O. 08939 on March 14, 2013, to renew the Contract for an additional one (1) year term from March 26, 2013 through March 25, 2014; and

WHEREAS, the Contract was amended by the City D.O. 10851 on March 25, 2014, to renew the Contract for an additional one (1) year term from March 26, 2014 through March 25, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 26, 2015 through March 25, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$3,000.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Contract shall be from March 26, 2015 through March 25, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$3,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

**Official City Use Only**

Dated this <u>  2  </u> day
of <u>  March  </u> 2015
 _____ Police Chief

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 Guards and more LLC
By: (Please Sign)	
By: (Please Print)	Dennis Stephens
Title: (Please Print)	owner
Company Address: (Please Print)	8729 Kenji Dr
Company Phone & Fax: (Please Print)	402-217-3160 / F 402 483-0113
E-Mail Address: (Please Print)	Dstephens75@gmail.com
Date: (Please Print)	2/18/15
Contact Person For: "Orders or Service" (Please Print)	Dennis Stephens
Phone Number:	402-217-3160

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
TURF MAINTENANCE FOR NORTHEAST POLICE STATION  
QUOTE NO. 3899  
SECOND RENEWAL**

This Amendment is hereby entered into on this 25<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 March 26, 2012, under D. O. No. 07231, (the "Agreement"), for **Turf Maintenance for Northeast Police Station, Quote No. 3899**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 26, 2012 through March 25, 2013, 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 March 26, 2013 through March 25, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning March 26, 2014 through March 25, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 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 March 26, 2014 through March 25, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 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>25<sup>th</sup></u> day
of <u>March</u> 2014
 _____ Police Chief

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)	Mi Yards and More LLC
By: (Please Print)	
By: (Please Print)	Dennis Stephens
Title: (Please Print)	owner
Company Address: (Please Print)	8729 Revi Dr
Company Phone & Fax: (Please Print)	402-217-3160
E-Mail Address: (Please Print)	DStephens75@gmail.com
Date: (Please Print)	3/7/14
Contact Person For: "Orders or Service" (Please Print)	Dennis Stephens
Phone Number: (Please Print)	402-217-3160

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**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
TURF MAINTENANCE FOR NORTHEAST POLICE STATION  
QUOTE NO. 3899  
FIRST 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 March 26, 2012, under D. O. No. 07231, (the "Agreement"), for **Turf Maintenance for Northeast Police Station, Quote No. 3899**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 26, 2012 thru March 25, 2013, 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 March 26, 2013 thru March 25, 2014; and

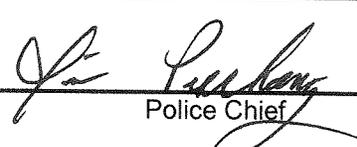
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from March 26, 2013 thru March 25, 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.

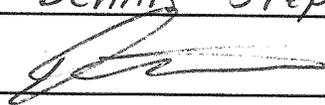
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>14<sup>th</sup></u> day
of <u>March</u> 2013
 _____ Police Chief

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

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>Dstephens 75@gmail.com</u>

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**TURF MAINTENANCE FOR  
NORTHEAST POLICE STATION  
QUOTE 3899**

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

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, 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 "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 **Turf Maintenance for Northeast Police Station, Quote 3899** and,

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

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

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

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

**Agreement to full proposal**

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

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

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term from April 6, 2012 thru April 5, 2013 with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Special Provisions
  4. Specifications
  5. Instructions to Bidders
  6. Insurance Requirements

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.

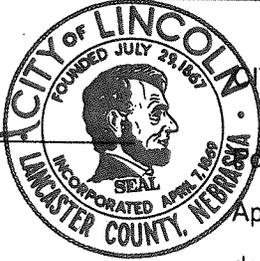
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

*Iron E. Rose*



CITY OF LINCOLN, NEBRASKA

Police Chief

*J. P. ...*

Approved by Directorial Order

07231

dated

March 26<sup>th</sup>, 2012

**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

IF AN INDIVIDUAL:

Name

Address

Signature

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

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## 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 3899  
 Title Turf Maintenance for  
 Northeast Police Station  
 Bid Type Quote  
 Issue Date 03/08/2012  
 Close Date 3/13/2012 1:00:00 PM CST  
 Need by Date

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## Contact Information

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

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## Ship to Information

Address  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

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## 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 3/12/2012 2:45:29 PM CST  
 Total \$395.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

\_\_\_\_\_  
 Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Dennis Stephens
6	Equipment List	I acknowledge that I have attached my Equipment List to the response attachment section of my bid.	yes
7	Reference	I acknowledge that I have attached my reference sheet in the supplier response section of my bid.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.    If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	EA	Lawn Mowing and trimming at Police Station located at 4843 Huntington Street	\$22.50
Item Notes:  Vendor may view area at any time during the bid. If questions contact Doug Srb at the front service desk at the location.				
Supplier Notes: This Includes clean up around the complete building and parking areas where trash/debris seems to accumulate.				
2	1	EA	Spring (1) and Fall (1) Cleanup	\$75.00
Item Notes:  This service shall occur outside of the stated mowing dates.				
Supplier Notes: This Includes clean up around the complete building and parking areas where debris seems to accumulate				
3	1	Lump Sum	Fertilizer and Weed Control	\$150.00
Item Notes:  Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to response attachment section of bid or in supplier notes.				
Supplier Notes: 5-Step fertilizing program see attached				
4	1	Lump Sum	Bag Worm and/or Grub Control - Optional Service Upon Request	\$102.50
Item Notes:  Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to response attachment section of bid or in supplier notes.				
Supplier Notes: Bag Worms would be treated with a spray product called Tri-star Grub control would be a dry granular product				
These applications would be on a per request service and they do not hold any fertilization value.				
5	1	Lump Sum	Aeration - Optional Service Upon Request	\$45.00
Item Notes:  Vendor must give detailed information on what service will be provided for the price listed above. Information may be attached on company letterhead to response attachment section of bid or in supplier notes.				
Supplier Notes:				
			Response Total:	\$395.00

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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.



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

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

- 2010 5450 Toro Titan zero turn w/twin bagger system
- 2011 Gravely 48" zero turn w/bagger system
- 2011 Gravely stand on rider 34" w/ bagger system
- 2010 Gravely 60" zero turn w/bagger system
- 2000 Exmark 27hp 72 inch deck
- 2008 3850 Toro Time Cutter zero turn w/ twin bagger system
- Gravely 36" walk behind
- (2)2010 21" Toro walk behind
- 2009 22" Lawn boy
- (2)2011 22" Gravely walk behind
- 2010 (5) Stihl straight trimmers
- 2010 (4)Stihl Blower
- 2011 Stihl 18" chain saw
- 2010 gas powered 24" hedge trimmer
- Home lite – Back pack blower
- Craftsman pruning shears
- Craftsman Hand hedge trimmer
- Craftsman hedge trimmer
- Multiple varieties of hand tools and brooms
- (8) Toro 3650 snow blowers
- Poulan 30" two stage blower
- John Deere 32" two stage snow blower
- 2000 Artic cat 500 4 wheeler with plow And 30 gallon power sprayer and boom sprayer
- 1999 Yamaha 250 4 wheeler with plow
- (2) Lesco power spreaders
- Agri-fab commercial walk behind spreader
- Lesco walk behind spreader

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

**SPECIFICATIONS FOR TURF MAINTENANCE  
NORTHEAST POLICE STATION**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 The City of Lincoln, Police Department desires to contract services for Turf Mowing Fertilization and Weed Control at the Northeast Police Station located at 4843 Huntington.
- 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 6, 2012 and run through October 27, 2012; but the contract will be annual.
- 1.4 All services shall be provided to the satisfaction of the City.
- 1.5 Contractor shall submit monthly invoices to the Police Station 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.
  - 1.7.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.7.2.1 Failure to comply with this directive may result in Vendor bid being rejected.

**2. MOWING AND TRIMMING REQUIREMENTS**

- 2.1 All work shall be coordinated with the facility supervisor Doug Srb or his designated representative.
- 2.2 The period of time between mowing is intended to be every 10 - 12 days, but may vary during the mowing season due to weather conditions.
  - 2.2.1 Contractor shall contact the facility supervisor Doug Srb 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 shall be coordinated so that turf height does not exceed 5 inches.
- 2.6 Mowing height guidelines are as follows:
  - 2.6.1 Spring (April/June) and fall (September/October) seasons - 3 to 4 inches.
  - 2.6.2 Summer (July/August) season - 4 inches.
- 2.7 All obstacles shall be string trimmed on the same day that mowing is performed.
  - 2.7.1 String Trimmed areas shall not exceed the established mowing height.
  - 2.7.2 Trimming shall be performed around trees, light posts, sign posts, curbs, and facility structures.
  - 2.7.3 Contractor shall take caution as not to damage the trunks of trees.
- 2.8 Grass clippings shall be mulched and evenly dispersed so that they are not left in wind rows.
  - 2.8.1 Grass shall not be blown into streets or onto sidewalks.
- 2.9 Contractor shall do a spring and fall clean up of the area including removal of leaves and debris in the grassy area and on the drive area as this is a corner collection area for leaves and debris.
  - 2.9.1 Spring and Fall clean-up shall occur outside of the stated mowing dates.

**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.
  - 3.1.3 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 or grubs at the location.
  - 3.2.1 Upon notification, the Owner may request services be provided to control such pests at the price indicated in the ebid.
- 3.3 In the event that new grass has been seeded or other work is being performed at the location, Contractor shall contact Owner 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.
- 5.3 The City reserves the right to award the bid to the most responsive, responsible bidder for Police Station.
  - 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 The City will allow the Vendor the opportunity to increase their mowing prices if the cost of fuel exceeds \$1.25/gallon above the Average Monthly Retail On-Highway Diesel/Gas Fuel Price for Lincoln, Nebraska as listed on the date the contract is awarded.
  - 6.1.1.1 The fuel price will be determined using the AAA Daily Fuel Gauge Report - Lincoln, NE Average Price. (www.fuelgaugereport.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.
    - 6.2.1.2 Contractor must exercise option for increase by contacting the City Purchasing Department and providing the exact revised amount to be charged at least 30 days prior to increase.
    - 6.2.1.3 The City of Lincoln will evaluate the request and determine if an increase is acceptable or if the contract should be terminated and a new bid issued.
    - 6.2.1.4 In the event that fuel prices decrease to an amount equal to or less than the original amount an amendment may be issued for an agreed upon lower rate.

**7. COMPENSATION**

- 7.1 The price submitted by the contractor for each service MUST be bid as indicated in the line items of the ebid which shall include the cost of labor, materials and equipment to complete the job as requested.
- 7.2 Contractor shall notify Doug Srb (464-6007) 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.